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

ITEM 1

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

OFFICE OF THE
COUNTY COMMISSIONERS

Worcester County

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

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

PROCLAMATION

WHEREAS, July is recognized nationally as Park and Recreation Month, and in keeping with this year's theme, "The Power Of," we highlight that parks and recreation strengthen communities, promote health and wellness, inspire stewardship of natural resources, and enhance the quality of life for residents and visitors of all ages; and

WHEREAS, Worcester County Recreation and Parks enriches our community through outstanding recreational opportunities at the Worcester County Recreation Center in Snow Hill and county parks, trails, playgrounds, and athletic facilities. From July 1, 2025 through June 30, 2026, the department welcomed 58,007 residents and visitors, hosted more than 180 youth and adult fitness programs and events, maintained 95% weekend use of the recreation center, and provided programming at county parks and athletic fields during 80% of weekends throughout the year; and

NOW, THEREFORE, we, the County Commissioners of Worcester County, Maryland, do hereby proclaim July 2026 as **Park and Recreation Month** and encourage all residents and visitors to experience the power of parks and recreation by enjoying the many programs, parks, trails, playgrounds, and recreational opportunities available throughout Worcester County.

Executed under the Seal of the County of Worcester, State of Maryland, this 7th day of July, in the Year of Our Lord Two Thousand and Twenty-Six.



Theodore J. Elder, President

Madison J. Bunting, Jr., Vice President

Caryn G. Abbott

Anthony W. Bertino, Jr.

Eric J. Fiori

Joseph M. Mitrecic

Diana Purnell

Citizens and Government Working Together

MARYLAND'S Coast WORCESTER COUNTY

Maryland's Coast, Worcester County
Office of Tourism & Economic Development
107 West Green St. | Snow Hill MD 21863 410-632-3110 | VisitMarylandsCoast.org

MEMORANDUM

TO: Worcester County Commissioners

CC: Weston Young CAO; Candace Savage, Deputy CAO

FROM: Melanie Pursel, Director, Office of Tourism and Economic Development

DATE: June 12, 2026

RE: Commissioners' Approval to Accept MD250 Grant Funds

The Office of Tourism and Economic Development is pleased to be awarded a grant from the Maryland 250 Commission's *Once in a Generation Grant*, which provides up to $15,000 per county.

Worcester County's award allocation is $15,000. In accordance with the grant agreement, Salisbury University has been designated as the Authorized Designee responsible for the administration of the grant assistance.

Representing Worcester, Somerset, and Wicomico counties, the Maryland 250 Commission was established to lead regional initiatives commemorating America's 250th anniversary. The Commission is actively coordinating events, programs, and promotional activities that will engage residents and visitors while highlighting the shared history and heritage of the Lower Shore. Worcester County will participate in a coordinated regional effort to promote the Lower Shore and commemorate Maryland's role in the nation's 250th anniversary.

I am requesting the Worcester County Commissioners' approval to accept the $15,000 grant funds and transfer the funds to the authorized designee, Salisbury University.

The Circuit Court for Worcester County
First Judicial Circuit of Maryland

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

Date: June 11, 2026

To: Weston Young, Chief Administrative Officer
Worcester County Commissioners

From: Ilene Muhlberg, Circuit Court Administrator

Re: Courthouse Security Grant Modification

We respectfully request your approval of the revised MOU E24-0015-25K and MOU E25-0081-25K to reallocate unspent funds from the Administrative Office of the Courts Security Grant to upgrade two elevator access control panels in the Courthouse. Unspent funds from the MOU E24-0015-25K will be reallocated in the amount of $16,358.81, and $3,673.18 in unspent funds will be reallocated from MOU E25-0081-25K, for a total of $20,031.99. The remaining $225.57 will be provided from the Circuit Court operating budget.

Thank you for your consideration.

c: Administrative Judge Brian D. Shockley
Sheriff Matthew Crisafulli

Administrative Office of the Courts

Operations

May 27, 2026

Theodore J. Elder
President, Board of County Commissioners
Worcester County Government Center
One West Market Street, Room 1103
Snow Hill, MD 21863
telder@co.worcester.md.us

Re: Renewal of Memorandum of Understanding (MOU) E24-0015-25K, Security Goods and Services for the Circuit Court for Worcester County

Dear Commissioner President Elder,

I'm pleased to advise that the Administrative Office of the Courts is exercising option #2 per the above referenced MOU. The term of the renewal option is July 1, 2026 through June 30, 2027.

If you have any questions regarding this renewal option, you may contact me at 410-260-1583. Otherwise, no additional action is required on your part.

Respectfully,

Katherine Brown

Katherine Brown
Procurement Officer Associate
Department of Procurement, Contract, and Grant Administration

CC: Melissa Canada, Administrative Office of the Courts, Office of Security Administration

MEMORANDUM OF UNDERSTANDING MODIFICATION #2
Administrative Office of the Courts

Modification No.: 2

Effective Date of Modification: _____

MOU No.: E24-0015-25K
Worcester County Court Security
Effective Date of MOU: March 04, 2024

Between the Administrative Office of the Courts ("AOC") and Worcester County, Maryland, hereafter collectively known as the "Parties."

WHEREAS, on March 04, 2024 Worcester County, Maryland entered into a Memorandum of Understanding ("MOU") with the AOC to provide security-related goods and/or services for the Circuit Court for Worcester County; and,

WHEREAS, on March 25, 2025, Worcester County, Maryland entered into an MOU Modification with the AOC, removing goods and services related to Tier I Camera System and reallocating funds in the amount of $12,657.97 for a door with key card access leading to the holding cell area; and,

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

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

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

NOW THEREFORE, in consideration of the Recitals which are hereby made a substantive part hereof, and the promises and the covenants herein contained, the adequacy and sufficiency of which are duly acknowledged, the Parties agree as follows:

1. Revise Article I of the MOU, "Scope of Work," to include that the Parties agree to reallocate funds that are leftover for goods and services in order to upgrade the courthouse security by installing a swipe pad for badge access control on the Judge's elevator at the Franklin Street entrance and at the prisoner elevator to replace the existing analog keypads. The total cost of the goods and services is $20,257.56. Unspent funds from the MOU E24-0015-25K will be reallocated in the amount of $16,358.81. The remaining funds will be provided by Worcester County, Maryland, and reallocated from MOU E25-0081-25K in the amount of $3,673.18.
2. Incorporating into the MOU as Exhibit D the Absolute Security Group proposals.
3. Except as expressly modified herein, all provisions of the MOU remain in full force and effect and are hereby ratified and confirmed.

IN WITNESS WHEREOF, the Parties have caused this MOU Modification No. 2 to be executed by their respective duly authorized officers, agents or officials as of the above-referenced date.

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

For Worcester County, Maryland:

_____ Date

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

For the Circuit Court for Worcester County:

_____ Date

_____
Hon. Brian D. Shockley
Administrative Judge

_____ Date

_____
Ilene Muhlberg
Court Administrator

For the Administrative Office of the Courts:

_____ Date

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

_____ Date

_____
Judy K. Rupp
State Court Administrator

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

_____
Stephane J. Latour
Managing Legal Counsel

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

Proposal

Client Information

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

(Franklin St. / Law Library Elev.)

Proposal Number 6852
Date 4/14/2026 **Expires** 5/14/2026
Salesperson Steve Smith

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

SCOPE OF WORK:

KEYSCAN ACCESS CONTROL ADD-ON WORK FOR THE FRANKLIN ST. COURT HOUSE ELEVATOR

ADD- THREE RFID HID PROXIMITY READERS AT EACH ELEVATOR LANDING

ADD- ONE FOUR DOOR KEYSCAN PANEL IN THE BASEMENT ELEVATOR EQUIPMENT ROOM.

WORK WITH DE. ELEVATOR SERVICE DEPT. CONTACT IS DAVID 443-497- 0824 THEY WILL HANDLE ALL WORK IN THE SHAFT AREA AND ON TOP OF THE ELEV. CAR

WE WILL ALSO HAVE TO WORK WITH WOR. CO. MAINT. DEPT. AS THEY WILL HAVE TO DO THE ELCTRICAL WORK NEEDED IN THE ELEVATOR EQUIPMENT ROOM CONTACT IS MIKE HUTCHINSON AND ZACH PARKER

BRIAN JONES IN THE IT DEPT. WILL SET-UP THE KEYSCAN PROGRAMMING

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

ITEM 3

Proposal

Client Information

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

Proposal Number 6852
Date 4/14/2026 **Expires** 5/14/2026
Salesperson Steve Smith

Qty	Description
1	Keyscan 4 Door Controller
1	KEYSCAN NETWORK COMM BOARD
2	16.5VAC 40VA PS, GND, LED, PTC TRANSFORMER
1	12V 7AH SLA BATTERY
3	THIN LINE II READER BLACK
1	Genesis 22165509 18/6 Stranded Shielded Riser Cable, CL3R, FPLR, CMR,
1	LABOR

Sub Total	**$9,278.78**
Total This Proposal	**$9,278.78**

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

ITEM 3

Proposal

Client Information

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

Proposal Number **6852**
Date 4/14/2026 **Expires** 5/14/2026
Salesperson Steve Smith

ABSOLUTE SECURITY GROUP, LLC.

SECURITY CONSULTANT

DATE

SUBSCRIBER:

ACCEPTED BY *TITLE*

EMAIL

DATE *PRIMARY PHONE*

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

VA: __-_____ MD: _____ DE:_____

ABSOLUTE SECURITY GROUP CORPORATE APPROVAL:

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

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

ITEM 3

Proposal

Client Information

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

(Court House/Prisoner Elev.)

Proposal Number 6853
Date 4/14/2026 **Expires** 5/14/2026
Salesperson Steve Smith

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

SCOPE OF WORK:

KEYSCAN ACCESS CONTROL ADD-ON WORK FOR THE COURT HOUSE PRISONER ELEVATOR

ADD- THREE RFID HID PROXIMITY READERS AT EACH ELEVATOR LANDING

ADD- ONE FOUR DOOR KEYSCAN PANEL IN THE BASEMENT ELEVATOR EQUIPMENT ROOM.

WORK WITH DE. ELEVATOR SERVICE DEPT. CONTACT IS DAVID 443-497- 0824 THEY WILL HANDLE ALL WORK IN THE SHAFT AREA AND ON TOP OF THE ELEV. CAR

WE WILL ALSO HAVE TO WORK WITH WOR. CO. MAINT. DEPT. AS THEY WILL HAVE TO DO THE ELCTRICAL WORK NEEDED IN THE ELEVATOR EQUIPMENT ROOM CONTACT IS MIKE HUTCHINSON AND ZACH PARKER

BRIAN JONES IN THE IT DEPT. WILL SET-UP THE KEYSCAN PROGRAMMING

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

ITEM 3

Proposal

Client Information

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

Proposal Number **6853**
Date 4/14/2026 **Expires** 5/14/2026
Salesperson Steve Smith

Qty	Description
1	KEYSCAN 8 DOOR CONTROL UNIT
1	KEYSCAN NETWORK COMM BOARD
2	16.5VAC 40VA PS, GND, LED, PTC TRANSFORMER
1	12V 7AH SLA BATTERY
3	THIN LINE II READER BLACK
1	Genesis 22165509 18/6 Stranded Shielded Riser Cable, CL3R, FPLR, CMR,
1	LABOR

Sub Total	**$10,978.78**
Total This Proposal	**$10,978.78**

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

ITEM 3

Proposal

Client Information

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

Proposal Number **6853**
Date 4/14/2026 **Expires** 5/14/2026
Salesperson Steve Smith

ABSOLUTE SECURITY GROUP, LLC.

SECURITY CONSULTANT

DATE

SUBSCRIBER:

ACCEPTED BY *TITLE*

EMAIL

DATE *PRIMARY PHONE*

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VA: __-_____ MD: _____ DE:_____

ABSOLUTE SECURITY GROUP CORPORATE APPROVAL:

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

Administrative Office of the Courts

Operations

May 27, 2026

Theodore J. Elder
President, Board of County Commissioners
Worcester County Government Center
One West Market Street, Room 1103
Snow Hill, MD 21863
telder@co.worcester.md.us

Re: Renewal of Memorandum of Understanding (MOU) E25-0081-25K, Security Goods and Services for the Circuit Court for Worcester County

Dear Commissioner President Elder,

I'm pleased to advise that the Administrative Office of the Courts is exercising option #1 per the above referenced MOU. The term of the renewal option is July 1, 2026 through June 30, 2027.

If you have any questions regarding this renewal option, you may contact me at 410-260-1583. Otherwise, no additional action is required on your part.

Respectfully,

Katherine Brown

Katherine Brown
Procurement Officer Associate
Department of Procurement, Contract, and Grant Administration

CC: Melissa Canada, Administrative Office of the Courts, Office of Security Administration

MEMORANDUM OF UNDERSTANDING MODIFICATION #1
Administrative Office of the Courts

Modification No.: 1

Effective Date of Modification: _____

MOU No.: E25-0081-25K
Worcester County Court Security
Effective Date of MOU: February 12, 2025

Between the Administrative Office of the Courts ("AOC") and the Worcester County, Maryland, hereafter collectively known as the "Parties."

WHEREAS, on February 12, 2025 the Worcester County, Maryland entered into a Memorandum of Understanding ("MOU") with the AOC to provide security-related goods and/or services for the Circuit Court for Worcester County; and

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

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

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

NOW THEREFORE, in consideration of the Recitals which are hereby made a substantive part hereof, and the promises and the covenants herein contained, the adequacy and sufficiency of which are duly acknowledged, the Parties agree as follows:

1. Revise Article I of the MOU, "Scope of Work," to include that the Parties agree to reallocate funds that are leftover for goods and services in order to upgrade the courthouse security by installing a swipe pad for badge access control on the Judge's elevator at the Franklin Street entrance and at the prisoner elevator to replace the existing analog keypads. The total cost of the goods and services is $20,257.56. Unspent funds from the MOU E25-0081-25K will be reallocated in the amount of $3,673.18. The remaining funds will be provided by Worcester County, Maryland, and reallocated from MOU E24-0015-25K in the amount of $16,358.81.
2. Incorporating into the MOU as Exhibit C the Absolute Security Group proposals.
3. Except as expressly modified herein, all provisions of the MOU remain in full force and effect and are hereby ratified and confirmed.

IN WITNESS WHEREOF, the Parties have caused this MOU Modification No. 1 to be executed by their respective duly authorized officers, agents or officials as of the above-referenced date.

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

For Worcester County, Maryland:

_____ Date

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

For the Circuit Court for Worcester County:

_____ Date

_____
Hon. Brian D. Shockley
Administrative Judge

_____ Date

_____
Ilene Muhlberg
Court Administrator

For the Administrative Office of the Courts:

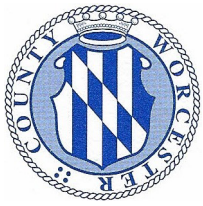
_____ Date

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

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

_____
Stephane J. Latour
Managing Legal Counsel

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



DALLAS BAKER JR., P.E.
DIRECTOR

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

JANA POTVIN, P.E.
DEPUTY DIRECTOR

TO: **Weston Young P.E., Chief Administrative Officer**
Candace Savage, Deputy Chief Administrative Officer
FROM: **Dallas Baker, P.E., Public Works Director**
DATE: **July 2, 2026**
SUBJECT: **Water & Wastewater Division – Small Project Agreement**
11923 Salt Grass Point Rd – Bishopville Residence Force Main

Enclosed for Commissioner review and approval is a Small Project Agreement for the Sewer Force Main Project at 11923 Salt Grass Point Rd. This project will extend sewer service via the Lighthouse Sound Service Area to a residential property.

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

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

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

Attachments

CC: Dallas Baker, Jr., P.E., Director
Lee Beauchamp, P.E., Water & Wastewater Superintendent

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

THIS AGREEMENT made this ___ day of _____ , 2026, by and between THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, in the capacity of the governing body of the Salt Grass Road & St. Martins Neck Road right-of-way, hereinafter called "Service Area" and John & Teri Hagerty, hereinafter called "Developer." The parties hereto do hereby agree as follows:

A. PROJECT 11923 Slat Grass Point hereinafter called "Facilities."

B. LOCATION PROPERTY
Properties affected by this agreement are more particularly described as follows:
Deed Reference 8408/32 Tax Map 16 Parcel 37

C. SERVICE TO BE PROVIDED Sewer

D. LEGAL REQUIREMENTS AND PROCEDURE

Developer shall:

1. Upon the execution hereof, deed to Service Area, free and clear of all liens and encumbrances, by special warranty deed: all fee simple parcels and easements required for the operation and construction of Facilities and provide an acceptable title certificate signed by a Maryland attorney.
2. Provide plans as required by Service Area which must be satisfactory to Service Area prior to commencement of construction.
3. In cooperation with Service Area, secure all necessary permits for the benefit of Service Area and transfer the same to the Service Area.
4. Provide any construction bond required by applicable law regulation.
5. Commence construction of Facilities by 9/1/2026 complete construction by 11/1/2026 and Construct Facilities to the satisfaction of Service Area in accordance with all required permits to all applicable standards as established by Service Area.
6. Upon completion of Facilities and final inspection, approval and acceptance by the Service Area transfer all portions of the Facilities not already property of the Service Area free and clear of all liens and encumbrances at which time Service Area shall assume operational control of the Facilities.
7. Post such cash deposits as required by Service Area to provide for operation for not less than one year of operational costs of Facilities.
8. Provide lien releases or evidence of full and final payment to all contractors, engineers and suppliers as required by Service Area.
9. Warrant the construction and performance of Facilities for a period of not less than two years from the date of acceptance by the Service Area.

10. Post a maintenance bond in amounts to guarantee the warranty. Such bond shall be equal to 50% of actual cost of all equipment. Further provide that Service Area may set amounts of such bonds within the parameters hereof.

E. SPECIAL REQUIREMENTS _____

_____

F. CONSTRUCTION AGREEMENTS

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

G. CHARGES, COSTS, FEES AND EXPENSES

1. Developer shall pay all costs, fees and expenses of Service Area in performing of this agreement including without limitation, permit fees and costs incurred by Service Area in processing and oversight of the construction of Facilities. Those fees are costs are estimated to be $710,000.
2. A deposit in escrow for costs, fees and expenses of Service Area in the amount of $53,250 shall be made by Developer upon signing and such account maintained as required by Service Area pending acceptance by Service Area.
3. Upon completion and acceptance of the Facilities and the commencement of operation thereof, Developer shall commence payment of standard charges imposed within the service area in which the service is provided.

H. EXCESS CAPACITY-OWNED BY SERVICE AREA

1. Facilities are designed and intended to serve a sanitary forcemain to serve the pump station installed at 11923 Salt Grass Point Road.
2. Any excess capacity of Facilities or of any modification or addition thereto shall be the property of Service Area and shall belong to Service Area. There shall be no recoupment of costs of construction, expenses, fees, operation or installation of Facilities by Developer unless as specifically set forth herein or in a separate written agreement between the parties.

I. MISCELLANEOUS PROVISIONS

1. In any action brought in court under this agreement the, jurisdiction venue shall be exclusively the Circuit Court of Worcester County, Maryland.
2. The provisions of this agreement shall be governed and construed according to the laws of the State of Maryland. The parties' performance of obligations hereunder shall comply with all applicable governmental requirements. Existing and future laws shall supersede this agreement. It is entered into pursuant to Section PW 5-307 of the Code of Public Local Laws of Worcester County.
3. The construction of Facilities pursuant hereto shall constitute an offer of dedication to the County Commissioners of Worcester County for the benefit of Service Area.

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

SERVICE AREA

Witness

County Commissioners of Worcester County, Maryland

_____

_____
(SEAL)

Weston Young, P.E.
Chief Administrative Officer

President

Witness:

Hagerty

_____
Teresa Hagerty
(Print Name)

DEVELOPER

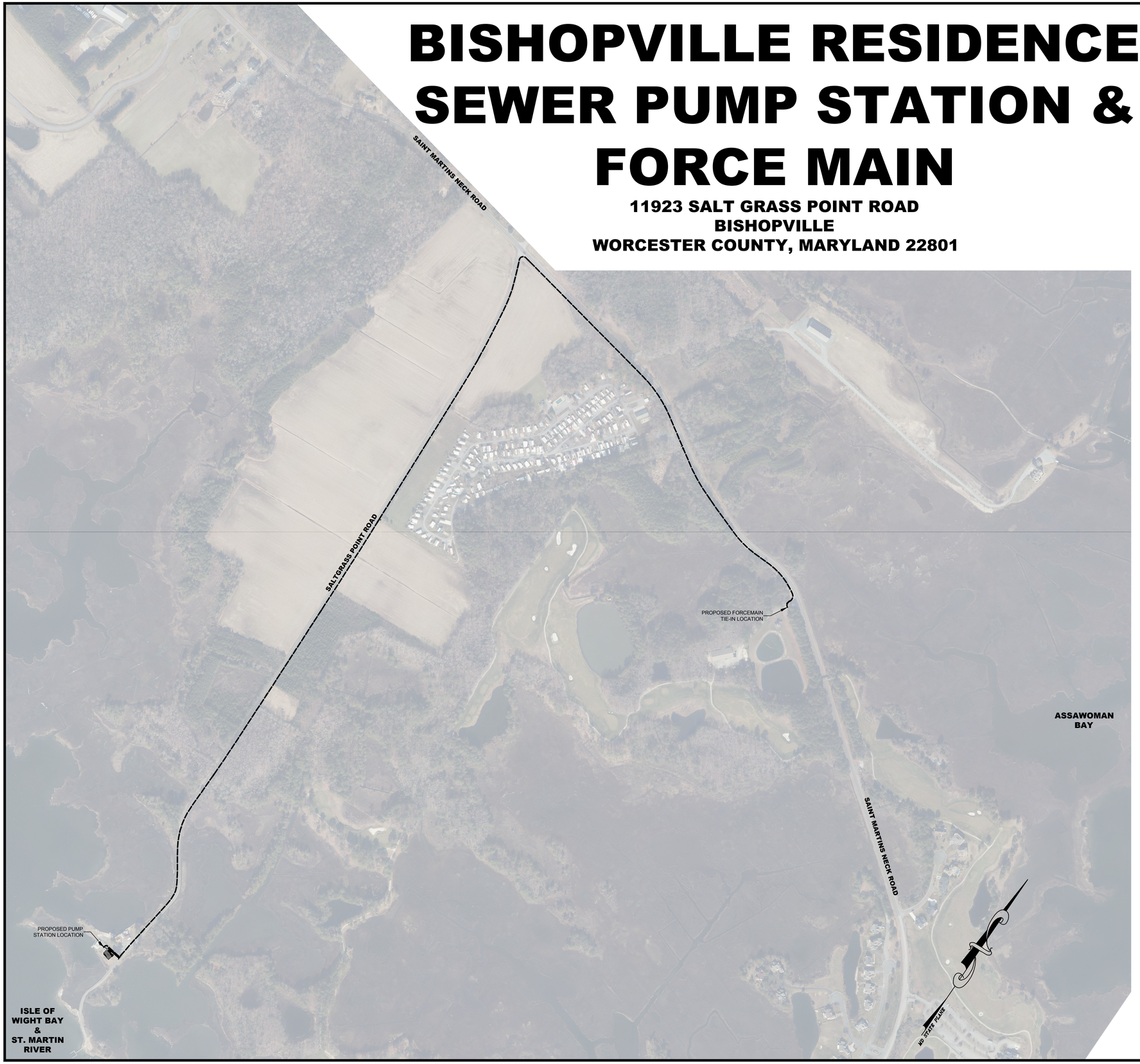
_____

John Hagerty - Owner
Print Name and Capacity

_____
(SEAL)
Signature

BISHOPVILLE RESIDENCE SEWER PUMP STATION & FORCE MAIN

11923 SALT GRASS POINT ROAD
BISHOPVILLE
WORCESTER COUNTY, MARYLAND 22801





LOCATION MAP SCALE : N.T.S.

SITE DATA

1.	OWNER OF RECORD:	JOHN & TERESA HAGERTY 11923 SALT GRASS POINT ROAD BISHOPVILLE, MD 21813
2.	ENGINEER / SURVEYOR:	BECKER MORGAN GROUP INC. 312 W. MAIN ST., #300 SALISBURY, MD 21801 (410) 546-9100
3.	PROPERTY MAP NUMBER:	MAP 16; GRID 12; PARCEL 37
4.	ZONING CLASSIFICATION:	EXISTING: RP - RESOURCE PROTECTION DISTRICT
5.	DEED SUMMARY:	8408/32
6.	PRESENT USE:	RESIDENTIAL
7.	PROPOSED USE:	RESIDENTIAL
8.	TOTAL SITE AREA:	29,228 sf (0.67 ACRES)
9.	SETBACKS:	FRONT: 35 FT. SIDE: 20 FT. REAR: 50 FT.
10.	EXISTING BUILDING:	1,076 sf
11.	PROPOSED BUILDING:	4,000 sf
12.	SOURCE OF WATER:	PRIVATE WELL
13.	SOURCE OF SEWER:	EX. PRIVATE SEPTIC / PR. LIGHTHOUSE SOUND FACILITY
14.	PR. PUMP STATION:	E-ONE PACKAGED STATION MODEL - DH152F
15.	FORCE MAIN INSTALLED:	8,432.79' (1.59 miles) - DR-9 PIPING
16.	AIR RELEASE VALVES:	3
17.	SURVEY DATUM:	TOPNET VERTICAL: NAVD88 HORIZONTAL: NAD83 (2011)
18.	FLOOD ZONE:	SITE APPEARS TO BE LOCATED WITHIN FLOOD ZONE AE-5', AN AREA OF SPECIAL FLOOD HAZARD, PER FEMA PANEL 24047C0065H, WITH AN EFFECTIVE DATE OF 7/16/2015.

WATER AND SEWER CONSTRUCTION STANDARD NOTES

1. ALL WATER AND SEWER WORK SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE APPROVED PLANS, WORCESTER COUNTY DEPARTMENT OF PUBLIC WORKS (DPW) STANDARDS AND SPECIFICATIONS, AND ALL APPLICABLE LOCAL, STATE, AND FEDERAL REGULATIONS.
2. THE CONTRACTOR SHALL OBTAIN ALL REQUIRED PERMITS AND APPROVALS PRIOR TO THE START OF CONSTRUCTION, INCLUDING ANY PERMITS REQUIRED BY WORCESTER COUNTY DPW AND THE MARYLAND DEPARTMENT OF THE ENVIRONMENT (MDE).
3. THE CONTRACTOR SHALL CONTACT **MISS UTILITY OF MARYLAND (811)** AT LEAST 48 HOURS PRIOR TO ANY EXCAVATION. ALL EXISTING UTILITIES SHALL BE PROTECTED DURING CONSTRUCTION.
4. THE LOCATION OF EXISTING UTILITIES SHOWN ON THE PLANS IS APPROXIMATE AND BASED ON AVAILABLE RECORDS. THE CONTRACTOR SHALL VERIFY THE HORIZONTAL AND VERTICAL LOCATION OF ALL EXISTING UTILITIES IN THE FIELD PRIOR TO CONSTRUCTION. ANY CONFLICTS SHALL BE IMMEDIATELY REPORTED TO THE ENGINEER AND WORCESTER COUNTY DPW.
5. WATER AND SEWER MATERIALS, INCLUDING PIPE, FITTINGS, VALVES, HYDRANTS, MANHOLES, AND APPURTENANCES, SHALL BE NEW AND SHALL CONFORM TO WORCESTER COUNTY DPW STANDARDS AND THE REQUIREMENTS OF THE OWNING UTILITY.
6. ALL WATER MAINS SHALL BE INSTALLED WITH A MINIMUM COVER AS REQUIRED BY WORCESTER COUNTY DPW. WATER MAINS SHALL BE DISINFECTED, FLUSHED, PRESSURE TESTED, AND BACTERIOLOGICALLY TESTED IN ACCORDANCE WITH WORCESTER COUNTY DPW AND MDE REQUIREMENTS PRIOR TO BEING PLACED INTO SERVICE.
7. ALL SANITARY SEWER MAINS AND LATERALS SHALL BE INSTALLED TO THE LINES AND GRADES SHOWN ON THE PLANS. SEWER MAINS SHALL BE TESTED FOR LEAKAGE AND ALIGNMENT IN ACCORDANCE WITH WORCESTER COUNTY DPW STANDARDS PRIOR TO ACCEPTANCE.
8. TRENCHING, SHORING, AND EXCAVATION SHALL COMPLY WITH ALL APPLICABLE OSHA SAFETY REQUIREMENTS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING SAFE TRENCH CONDITIONS AT ALL TIMES.
9. BACKFILL AND COMPACTION SHALL BE PERFORMED IN ACCORDANCE WITH WORCESTER COUNTY DPW SPECIFICATIONS. ANY SETTLEMENT OCCURRING WITHIN THE WARRANTY PERIOD SHALL BE CORRECTED BY THE CONTRACTOR AT NO ADDITIONAL COST.
10. CONNECTIONS TO EXISTING WATER OR SEWER SYSTEMS SHALL NOT BE MADE WITHOUT PRIOR APPROVAL FROM WORCESTER COUNTY DPW. ANY REQUIRED SHUTDOWNS SHALL BE COORDINATED IN ADVANCE AND SCHEDULED AS DIRECTED BY THE COUNTY.
11. TRAFFIC CONTROL SHALL BE PROVIDED AND MAINTAINED IN ACCORDANCE WITH THE **MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD)** AND WORCESTER COUNTY REQUIREMENTS. ACCESS TO ADJACENT PROPERTIES SHALL BE MAINTAINED AT ALL TIMES.
12. A **PRE-CONSTRUCTION MEETING** SHALL BE SCHEDULED WITH WORCESTER COUNTY DPW BRIAN KOHUT, CONSTRUCTION SUPERVISOR **A MINIMUM OF 48 HOURS IN ADVANCE**. NO WATER OR SEWER CONSTRUCTION SHALL BEGIN UNTIL THE PRE-CONSTRUCTION MEETING HAS BEEN HELD.
13. THESE PLANS SHALL **EXPIRE TWO (2) YEARS FROM THE DATE OF SIGNATURE**. CONSTRUCTION SHALL NOT COMMENCE AFTER THE EXPIRATION DATE UNLESS THE PLANS ARE REVIEWED AND RE-APPROVED BY WORCESTER COUNTY.
14. THE CONTRACTOR SHALL MAINTAIN ONE COMPLETE, APPROVED SET OF PLANS ON-SITE AT ALL TIMES DURING WATER AND SEWER CONSTRUCTION FOR REDLINE MARK UPS.

THE WATER AND SEWER FACILITIES TO BE CONSTRUCTED IN ACCORDANCE WITH THESE PLANS ARE APPROVED BY WORCESTER COUNTY WATER AND WASTEWATER DIVISION

WORCESTER COUNTY, WATER AND WASTEWATER DIVISION DATE

THE WATER AND SEWER FACILITIES TO BE CONSTRUCTED IN ACCORDANCE WITH THESE PLANS ARE APPROVED BY WORCESTER COUNTY DEPARTMENT OF PUBLIC WORKS

WORCESTER COUNTY, DIRECTOR OF PUBLIC WORKS DATE

BECKER MORGAN GROUP

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STATE OF MARYLAND
JEREMIAH D. HAYES
No. 30331
PROFESSIONAL ENGINEER

I HEREBY CERTIFY THAT THESE DOCUMENTS WERE PREPARED OR APPROVED BY ME, AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MARYLAND
LICENSE NUMBER: **30331**
EXPIRATION DATE: **09/23/26**

PROJECT TITLE

BISHOPVILLE RESIDENCE SEWER PUMP STATION & FORCE MAIN

11923 SALT GRASS POINT ROAD
BISHOPVILLE
WORCESTER COUNTY, MD

SHEET TITLE

COVER SHEET

0 25 50 100
SCALE: 1" = 50'

ISSUE BLOCK

MARK	DATE	DESCRIPTION

LAYER STATE: C-300

PROJECT NO.: 2025268.00
DATE: 11/11/2025
SCALE: 1" = 50'
DRAWN BY: **SDB** PROJ. MGR.: **SDB**

SHEET
C-300

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WORCESTER COUNTY

DEPARTMENT OF DEVELOPMENT REVIEW AND PERMITTING
GOVERNMENT CENTER ONE WEST MARKET STREET, ROOM 1201
SNOW HILL, MARYLAND 21863
TEL:410.632.1200
http://www.co.worcester.md.us/departments/drp

MEMORANDUM

TO: Weston S. Young, P.C., Chief Administrative Officer
FROM: Jennifer K. Keener, AICP, Director
DATE: June 23, 2026
RE: Request for Waiver – Housing Rehabilitation Grant MD26CD26

As part of the Community Development Block Grant (CDBG) agreement that was awarded in December 2025 for housing rehabilitation repairs, we were required to request a 5% draw within 180 days from the date of the award. As outlined in the attached letter, the grant agreement wasn't received until April 2026, and the Release of Funds was approved in May 2026. With the additional loss of our housing inspector, we are unable to meet the deadlines stipulated in the agreement. Therefore, we are requesting a waiver from the Department of Housing and Community Development to extend this provision until September 8, 2026.

If the County Commissioners concur with this request, a draft letter is attached for your use.

cc: Davida Washington, Housing Rehabilitation Program Coordinator

July 7, 2026

Director, Office of Community Programs
Maryland Department of Housing & Community Development
Neighborhood Revitalization
7800 Harkins Road
Lanham, MD 20706

Dear Sir/Madam,

On behalf of the Worcester County Commissioners, I am writing to request a waiver for the CDBG program procurement policy for processing a 5% draw within 180 days of the beginning of the grant cycle. We were awarded monies in December 2025. However, we did not receive the grant agreement until April 2026 and the Release of Funds in May 2026. Additionally, we had to replace our program inspector that we lost September 2025. The new inspector started officially 3 weeks ago. He is currently working expeditiously to process the backlog of 15 applications that we have received for assistance.

Additionally, we are requesting an extension of 90 days to September 8, 2026, required expenditure of 5% of grant funds to allow us time to coordinate and commence the work with our new inspector. This waiver will allow the Worcester County Housing Rehabilitation Program to resume offering critical repairs to homes occupied by the neediest citizens of our County.

Your consideration in this matter is greatly appreciated.

Sincerely,

Theodore J. Elder
President, Worcester County Commissioners

DRAFT

WORCESTER COUNTY

DEPARTMENT OF DEVELOPMENT REVIEW AND PERMITTING
GOVERNMENT CENTER ONE WEST MARKET STREET, ROOM 1201
SNOW HILL, MARYLAND 21863
TEL:410.632.1200
http://www.co.worcester.md.us/departments/drp

MEMORANDUM

TO: Weston S. Young, P.C., Chief Administrative Officer
FROM: Jennifer K. Keener, AICP, Director
DATE: June 26, 2026
RE: Request to Update Housing Rehabilitation Guidelines

Attached are the Housing Rehabilitation Guidelines which have been amended to update the Housing and Urban Development (HUD) income limits for recipients of the Community Development Block Grant (CDBG) program (highlighted section on Page 2). We are requesting your approval of the updated guidelines for use with our current grant cycle.

cc: Davida Washington, Housing Rehabilitation Program Coordinator

HOUSING 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 owner-occupied substandard housing units located in Worcester County.

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 (DHCD).

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 HUD limits for Worcester County, Maryland CDBG program as of June 1, 2026, are as follows:

Persons per Household	Maximum Annual Income
1	$ 62,250
2	$ 71,150
3	$ 80,050
4	$ 88,900
5	$ 96,050
6	$ 103,150
7	$ 110,250
8	$ 117,350

2. The dwelling to be rehabilitated must be located within the unincorporated areas of Worcester County or in an incorporated municipality 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 should not own any property 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. These provisions are subject to the terms of the funding source.
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 one 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.
11. Any property that is in forbearance with their mortgage company or property is bound by a reverse mortgage is **not eligible** for assistance from this program.
12. An applicant may only be assisted one time with CDBG funds. However, a waiver may be requested for emergency assistance or on a case by case basis. Requests for waivers should be addressed to the CDBG Housing Rehabilitation Coordinator.
13. CDBG funding is only used for homes constructed after 1978 unless there is documentation demonstrating that there is no lead based paint in the house at the time of selection.
14. For all CDBG grants funded after July 1, 2024, activities involving the acquisition, renovation and/or new construction of residential, commercial, and public or privately owned facilities will require the testing and, if necessary, the mitigation of radon. Radon measurements from 2005-2016 have been captured in an interactive State map located at https://maps.health.maryland.gov/phpa/eh/Radon/ . Maryland CDBG grantees can use this map, after their application has been approved, to determine if their project or activities are located in a high radon level area. The results of this search will determine whether or not mitigation measures are required. If the geographic area is red, radon testing must be performed. If test results show high levels of radon, mitigation is required. For project map results that are not red, testing is not required. In the event that local data determines that levels are high then testing is required.
15. Relocation costs if home has to be vacated during renovations such as lead abatement, replacement or extended time of no water or heat or construction.
16. Houses must be inspected for pests and termites prior to approval. The inspections are to be completed by a licensed exterminator. If infestation is discovered, treatment must be provided. Each case file must obtain an inspection report showing issues and complete corrections. The exceptions to this requirement are cases for water and sewer lines and emergency repairs.
17. The County must require a pro-rated repayment if a property owner refinances and receives “cash-out” from the transaction after the rehabilitation has taken place while the lien or loan term is in effect.
18. Smoke detectors must be installed according to local code with a minimum of one on each floor. If they are already in place, they should function properly.
19. No Worcester County employees are eligible for this program. This would be a conflict of interest.

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 Coordinator.

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.
3. The Coordinator 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. Cost Benefit Determination: According to Maryland State policies, if the cost to rehabilitate the house is 50% greater than the assessed value as determined by the State Department of Assessments and Tax (SDAT), then CDBG funding cannot be utilized for repairs. Costs for lead abatement are not included in this computation. The State will consider exception requests if there are health and safety issues.
6. Underwriting will be performed prior to presentation to the Housing Review Board. The Coordinator will utilize the State Special Loans Program underwriting form.
    a. Applicants who expend more than 31% of their income for housing expenses will be deemed unable to repay a loan (housing expense/gross monthly income).
    b. Total recurring debt obligations should not exceed 43% (monthly housing expense plus long term debt/gross monthly income).
    c. The amount available for repayment: gross monthly income X 43% and long-term debt and housing expenses is subtracted with a 10% optional allowance of unusual household expenses. The remainder is the monthly affordable amount.
        i. If the amount is <$100 – a deferred loan is acceptable

ii. If the amount is >$100 – a deferred payment can be recommended with supporting documentation for consideration of an exception.

7. The Coordinator will prepare recommendations for action by the Review Board and will provide 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 the criteria of having income below 80% of the AREA median;

III. SELECTION

1. Our 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. (Example: Failure of well or septic system)
    - Total household income is below 80% of the County median.

2. The Housing Review Board will meet as needed. The Board will review applications and recommendations from the Program Coordinator and will make decisions as to which shall be funded and the method of financing. These decisions are based upon the feasibility and affordability analysis computations in DCHD underwriting process. Grievances and appeals against the decision of the Housing Review Board will be made in writing within 30 days after written 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 Chief Administrative Officer 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 Chief Administrative Officer. Applicants will be notified of the grievance procedures upon notification of action by the Board on their cases.
3. Upon application approval, the Coordinator 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 $30,000. The maximum grant amount will be $40,000. Total improvements may exceed $40,000 if the after-rehabilitation 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 according to rehabilitation guidelines. CDBG Awards exceeding $40,000 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. A loan can be deferred, forgivable, no-interest or amortized at the discretion of the Housing Coordinator and the Housing Board approval. 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 – Assistance between $1,000 and $10,000 require a lien placed on the property for five (5) years
- Tier II – Assistance between $10,001 and $20,000 require a lien placed on the property for ten (10) years
- Tier III – Assistance between $20,001 and $30,000 require a lien placed on the property for twelve (12) years
- Tier IV - Assistance between $30,001 and $40,000 require a lien placed on the property for fifteen (15) years

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 lien 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 lien will be released after the tenth year and no repayment is required thereafter.

For twelve year liens:

Sale in the first year:	100% grant repayment
Sale in the second year	92% grant repayment
Sale in the third year	83% grant repayment
Sale in the fourth year	75% grant repayment
Sale in the fifth year	67% grant repayment
Sale in the sixth year	58% grant repayment
Sale in the seventh year	50% grant repayment
Sale in the eighth year	42% grant repayment
Sale in the ninth year	33% grant repayment
Sale in the tenth year	25% grant repayment
Sale in the eleventh year	17% grant repayment
Sale in the twelfth year	8% grant repayment

The grant lien will be released after the twelfth 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 Program Inspector. The homeowner will be encouraged to participate in this process. The Program Inspector 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 Environmental Programs prior to being sent to bid. Requirements of the 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:

    a. Improvements to the existing physical structure such as painting and resurfacing of structures or surface elements
    b. Roof, wall, floor and ceiling repairs
    c. Replacement of appliances such as range, water heater, water pump.
    d. Replacements of fixtures such as heating, electrical, plumbing
    e. Energy conservation/weatherization improvements
    f. Alterations necessary to make the dwelling more accessible for handicapped persons.

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

    a. New construction, substantial reconstruction, or the finishing of unfinished space such as attics or basements.
    b. Remodeling or cosmetic improvements
    c. Renovation of dilapidated outbuildings
    d. Appliances not required by code standards
    e. 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 Program Inspector. Minority and female owned firms will be encouraged to bid. Contractors must complete a Qualification Form to be considered as an eligible bidder.

2. 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.
3. 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.
4. Following award, Worcester County, the Owner, and Contractor Agreement will be executed by the contractor and homeowner. The Program Coordinator will then issue a Notice to Proceed.
5. 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 Coordinator. 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 on applicable projects. The homeowner, Program Inspector, contractor and Program Coordinator are required to sign-off on the final payment request in order for payment to be processed.
6. All work involving well and septic installation will be bid separately and will not require the certification of the Program Inspector. The Coordinator will work directly with the Environmental Programs Department for this procurement. E.P. will also perform the inspections.
7. 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 Coordinator will make the determination and document the reasons for such.
8. Any homeowner who has problems with the work after its completion, (i.e., leaking pipes) should contact the Program Coordinator 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. Applications for emergency well and septic systems shall be contracted as specified in the attached emergency application process.

VII. PERMITTING PROCESS

1. The Housing Coordinator 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 Coordinator will provide the contractor with a copy of this memo when the Owner-Contractor Agreement is signed.
    a. 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.
    b. The Contractor will notify the Development, Review, and Permitting or applicable jurisdiction and the Housing Coordinator of the construction start date.

VIII. FINAL REHABILITATION DOCUMENTS

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

    - Owner-Contractor-Grantee 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 Coordinator, 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.

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 Coordinator shall consult all available resources for names of minority contractors.

The procedures contained herein apply only to work funded as a whole or in part with County CDBG funds. Other agencies which supplement the CDBG funds have the option of using their own procedures only if they are more stringent than CDBG.

I. 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 and completion of the contractor qualification form:

    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 of the company
    f. Number and date of the Maryland Home Improvement License
    g. Copy of MHIC 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 Program Inspector and the Housing Rehabilitation Program Coordinator will determine the award of the bid and submit their suggestion to the County Commissioners to 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.

5. Contractors shall return completed and sealed bid packages to the County Administration no later than the date and time 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 Coordinator. 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. All bids will be opened publicly and read aloud at a specified time. Bids will be reviewed by the Program Coordinator.
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 Coordinator 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.

II. CONTRACT PROCEDURES

1. A contract for construction work financed by a rehabilitation grant or loan shall be undertaken between the grantee, 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:
    - A provision that a written "Proceed to Work" order within a "to be determined" number of days is issued; and
    - A provision that the Contractor will be paid the contract price according to a payment schedule specified within the contract when work is satisfactorily completed. Payment will be made as soon as

possible after receipt of the contractor's invoice. For final payments, receipt of release of liens by the contractors, suppliers and laborers involved shall be required.

4. The Contractor shall be required to comply with the following provisions:

    a. Comply with all County inspection requirements; and
    b. Perform all work in accordance with applicable standards and requirements, whether or not covered by the work specifications.

III. OWNER/CONTRACTOR DISPUTES

1. If a dispute between the homeowner and contractor concerning workmanship, quality of materials, or scope of work occurs, the Program Inspector will meet with both parties to discuss their concerns. The Program Inspector will advise the homeowner and contractor, in writing, of the recommended resolution. If both parties are not satisfied with the recommended resolution, they may respond in writing to the Program Coordinator within 10 days of the date of the notice from the Inspector. The Program Coordinator will meet with the homeowner, contractor and inspector at the property, listen to the concerns of all parties and evaluate the disputed work. The Program Coordinator will respond in writing within 10 days of the meeting. If the homeowner or contractor do not accept the final resolution of the Program, the dispute will be referred for independent arbitration as provided for in the terms of the Worcester County Housing Rehabilitation Owner-Contractor Agreement.

IV. CHANGE ORDERS

1. It is the policy of the Worcester County Housing Rehabilitation Program to carefully evaluate change orders. Every effort will be made to ensure that the work write-ups are complete and accurate representations of the work to be done in accordance with program guidelines. We require contractors to clarify any questions regarding the work write-up prior to the submission of a bid.
2. For other items on which change orders may be required, the following procedures will apply, regardless of whether the request for a change is initiated by the contractor or a homeowner:
    a. The contractor is required to telephone both the Program Coordinator and the Program Inspector with a verbal explanation of the situation.
    b. The Program Inspector will visit the job site to render an opinion on the need for the change. If the Program Inspector recommends denial of the change order, this decision shall be final.
    c. If the Program Inspector finds that the request is justified, he will so inform the Program Coordinator who will render the final judgment. The Inspector will also give his opinion as to the reasonable cost of the proposed change.
    d. 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 sources.

e. The Program Coordinator will require the contractor to fill out and sign a change order form prior to permitting work to proceed. The contractor shall verify whether any revisions of the issued permit are necessary with the appropriate jurisdiction.

V. .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 Coordinator 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.

Housing Rehabilitation Application Process for Emergency Well and Septic Systems Only

A failure of a well or septic system shall be deemed to be an immediate threat to the health and safety of the occupant(s) and shall be expedited under the emergency application process set forth herein.

1. Applicants shall meet the eligibility requirements for the Program as defined in the Housing Rehabilitation Program Guidelines, Section I - Eligibility. Applications for septic systems shall be reviewed by the Worcester County Department of Environmental Programs (DEP) to determine eligibility for the use of Bay Restoration Funds in conjunction with CDBG funding whenever possible.

2. 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, the 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 Program Coordinator.

3. The applicant shall provide the Program Coordinator with the contact information for the licensed well driller or septic installer that made the determination that the well or septic needed repair or replacement to include the name of the company and/or individual, mailing address, phone number, and email address (if available). This information shall be reviewed by the Worcester County DEP for preparation of the scope of work. At their discretion, the Program Coordinator may utilize a third-party to conduct an inspection and prepare a report in order to verify the nature of the improvements needed.

4. Underwriting will be performed prior to presentation to the Housing Review Board. The Program Coordinator will utilize the CDBG Cost Benefit Determination form. Applicants who expend more than 30% of their income for housing expenses shall be deemed unable to repay a loan, but shall be eligible for a grant.

5. The Program Coordinator will prepare recommendations for action by the Housing Review Board. In order to receive a conditional grant, the applicant must meet the following criteria: have income below 80% of the AREA median OR 62 years of age or older and spending more than 30% of his or her gross income on housing, exclusive of utilities. Application approvals shall occur as outlined in Section III - Selection, utilizing the method of financing outlined in Section IV - Structure of Financial Assistance, from the Housing Rehabilitation Program Guidelines.

6. Bid Procedures

    a. The applicant may submit three bids from licensed contractors as a part of their initial application. Bids submitted in this manner will be evaluated for consistency with the final scope of work developed by the Program Coordinator in consultation with the Worcester County DEP. Alternatively, the Program Coordinator may directly solicit a minimum of three bids from licensed contractors.

    b. The Program Coordinator shall complete the Vendor/ Cost Documentation Form.

    c. All bids will be reviewed for accuracy, consistency and responsibility. All bids should be less than 6 months old. A recommendation for award will be provided by the Program Coordinator.

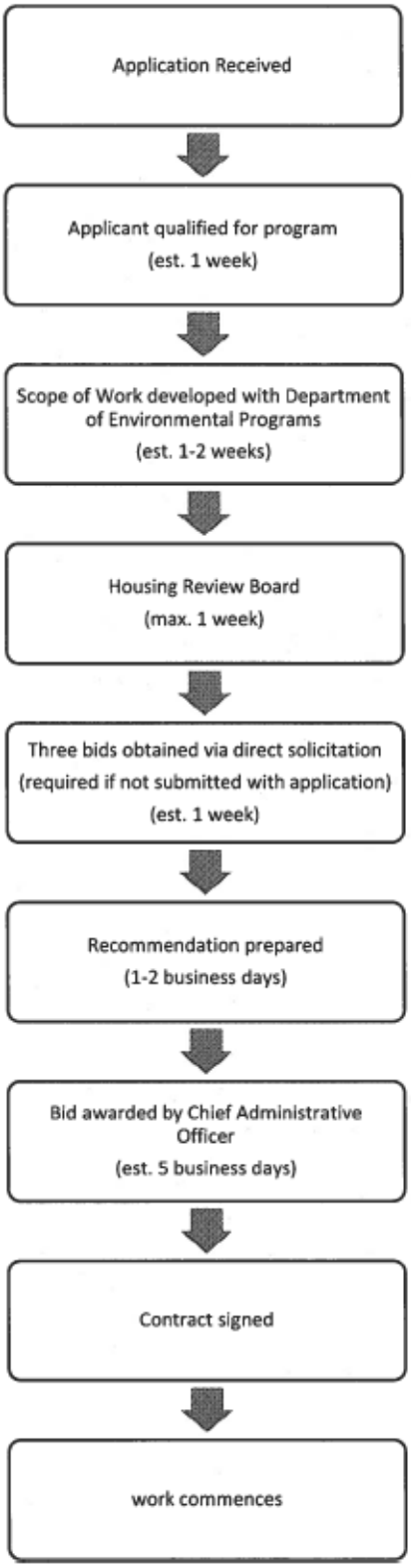
    d. The recommendation and bids will be reviewed and awarded by the Chief Administrative Officer (CAO). Bids will generally be awarded to the lowest bidder; however, Worcester County reserves the right to accept or reject any or all bids.

        1. Should the bids exceed the expenditure threshold specified in§ CG 4-202, the Program Coordinator shall submit the recommendation to the Worcester County Commissioners for award.

7. Following the award, the Program Coordinator will prepare the required documents as outlined in Section VIII - Final Rehabilitation Documents and the contractor shall obtain all required permits from the Worcester County DEP as outlined in Section VII - Permitting Process, of the Worcester County Housing Rehabilitation Program Guidelines.

8. All other matters pertaining to the project shall be as governed by the Worcester County Housing Rehabilitation Program Guidelines.

Expedited CDBG Application Procedure Flow
Emergency Well and Septic Systems Only
(Estimated 6 weeks)



MARYLAND'S Coast WORCESTER COUNTY

Worcester County Recreation & Parks
6030 Public Landing Road | Snow Hill MD 21863 | (410) 632-2144 | www.PlayMarylandsCoast.org

MEMORANDUM

TO: Weston S. Young, Chief Administrative Officer
Candace Savage, Deputy Chief Administrative Officer
FROM: Kelly Rados, Director of Recreation & Parks
DATE: June 23, 2026
SUBJECT: FY2027 Program Open Space Annual Program

The Worcester County FY2027 Program Open Space Annual Program is attached for your review. Each year, to qualify to receive POS funding, the local governing body must have its Program Open Space Annual Program submitted in order to be reviewed by the Department of Planning and reviewed and approved by the Department of Natural Resources.

The enclosed POS Annual Program is a request for fiscal year 2027. The POS Annual Program is not a funding commitment and this plan can be amended. It is a living document and can be added to throughout the year if other projects come up. The state requires that projects which a county desires to complete during the current fiscal year be included in the Program Open Space Annual Program.

Next steps include us submitting the FY2027 Program Open Space Annual Program to our Local Grants Administrator with the Department of Natural Resources. Once approved, individual applications for the projects can be submitted.

cc: Jacob Stephens, Deputy Director of Recreation & Parks
Darcy Billetdeaux, Parks Superintendent

PART 1 – INTRODUCTION

The Worcester County Department of Recreation & Parks is designated by the Worcester County Commissioners to administer the Maryland Department of Natural Resources Program Open Space.

The Annual Program is consistent with the goals established in the 2022 Worcester County Land Preservation, Parks and Recreation Plan. All projects were presented and approved by the Worcester County Recreation & Parks Advisory Committee (May 14, 2026). The projects were then presented and approved by Worcester County Administration and Worcester County Commissioners (June 2, 2026).

Worcester County's priorities over the next five years, as determined by the 2022 Worcester County Land Preservation, Parks and Recreation Plan, will be the development of acquired recreational lands in the northern part of the county, as well as an emphasis on the modernization and updating of existing facilities.

The project selection process is based on the following criteria:

- The 2022 Land Preservation Parks and Recreation Plan
- Recreation Facilities and Parks in Growth Areas
- Park User / Citizen needs survey
- Useful life, previous POS project application date
- Recreation & Parks Advisory Board recommendations
- Distribution of available funds to benefit all communities, County-wide
- Recreation & Parks Contributions to Economic Growth

PART 2 - 2027 ACQUISITION PROJECTS

There are no current plans to acquire land in FY27. Worcester County has met its land acquisition goals that are determined by the state of Maryland.

PART 3 – 2027 DEVELOPMENT PROJECTS

Northern Worcester Athletic Complex- Lions Club Development- Berlin, Maryland

This proposed project follows the completed acquisition of the Berlin Lion's Club that adjoins Northern Worcester Athletic Complex. The current Berlin Lion's Club property has 6 baseball/softball fields and a permanent concession stand. The baseball/softball fields need numerous repairs and or replacements. The project being requested will be to hire an engineering firm to master plan the entire facility to include baseball/softball fields, trails, playgrounds, site amenities, and other recreation features. Once master planned, development of the recommended plan will take place to include all recreation and site amenities needed. This project has been previously approved; however, we will be asking for additional funds to be allocated to the project. **POS 7818-23-287**

2022 LPPRP Goals

- County Goal #2 – Develop programs and facilities able to meet diverse community recreation needs regardless of age, gender, income and abilities.
- County Goal # 11 – Continue to require new development to provide for its internal passive and recreation needs.

Herring Creek Nature Park- Bathroom Replacement- Ocean City, Maryland

This proposed project includes installing a new bathroom at Herring Creek Nature Park. The current bathroom is a compostable toilet that is over 30 years old. The unit is failing structurally, which requires replacement. The project will include demolition of the existing unit, purchase of a new bathroom, and installation of the bathroom.

2022 LPPRP Goals

- County Goal # 5 - Increase attention to cleanliness and park upkeep due to influx and increased population of users since the onset of the covid pandemic.

Isle of Wight Nature Park- Pavilion- Ocean City, Maryland

This proposed project includes building and installing a Pavilion at Isle of Wight Nature Park, overlooking Isle of Wight Bay and the Assawoman bay. The proposed pavilion will allow for a wide variety of recreational uses. The project will include site preparation, building materials, installation, concrete, and site amenities.

2022 LPPRP Goals

- County Goal #2 – Develop programs and facilities able to meet diverse community recreation needs regardless of age, gender, income and abilities.
- County Goal # 11 – Continue to require new development to provide for its internal passive and recreation needs.

Newtown Park- Multi-Purpose Field Renovation- Pocomoke, Maryland

This proposed project includes improvements to the 300' by 360'multi-purpose field at Newtown Park. The renovations needed include site preparation, new irrigation, sprigging Bermuda grass and soil amendments as needed. This project will allow for a better and safer playing surface for a wide variety of recreational activities that include soccer, field hockey, lacrosse, flag football, ultimate frisbee, etc. The existing lights on the field will remain.

2022 LPPRP Goals

- County Goal #2 – Develop programs and facilities able to meet diverse community recreation needs regardless of age, gender, income and abilities.

PROGRAM OPEN SPACE
***ANNUAL PROGRAM* FOR ACQUISITION**
FISCAL YEAR 2027

Sponsor	**Project Name,** Project Description	Acreage			Source of Funds for Annual Program Only			
		Existing	Ultimate	Project	Total	Local	State (POS Local Funds)	Federal

PROGRAM OPEN SPACE
***ANNUAL PROGRAM* FOR DEVELOPMENT**
FISCAL YEAR 2027

Sponsor	**Project Name,** Project Description	Acreage			Source of Funds for Annual Program Only			
		Existing	Ultimate	Project	Total	Local	State (POS Local Funds)	Federal
County	Northern Worcester Athletic Complex- Lion's Club Development	94			800,000	80,000	720,000	
County	Herring Creek Bathroom	41.53			100,000	10,000	90,000	
County	Isle of Wight Pavilion	16.15			175,000	17,500	157,500	
County	Newtown Park Multi-Purpose Field Renovations	60.52			60,000	6,000	54,000	
					$1,135,000	$113,500	$1,021,500	

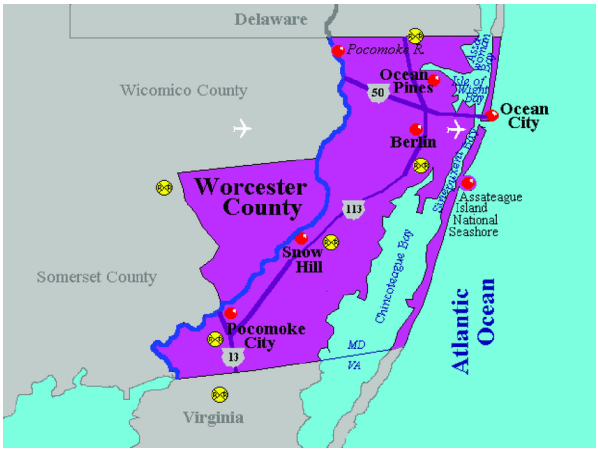
Maryland Department of Natural Resources

Program Open Space

Herring Creek Nature Park







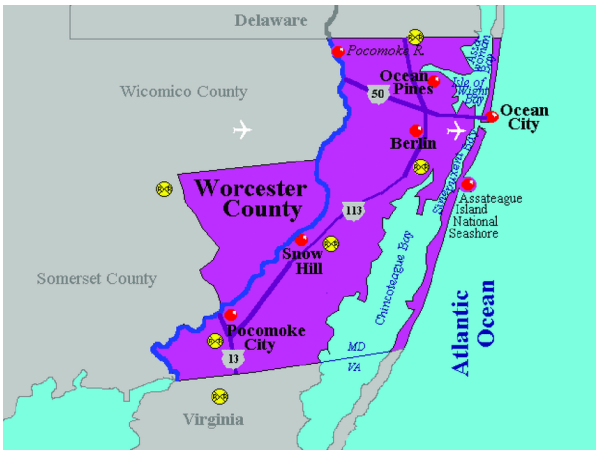
Maryland Department of Natural Resources

Program Open Space

Northern Worcester Athletic Complex





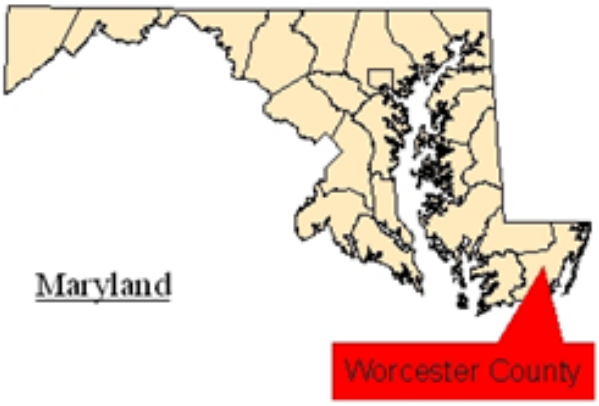


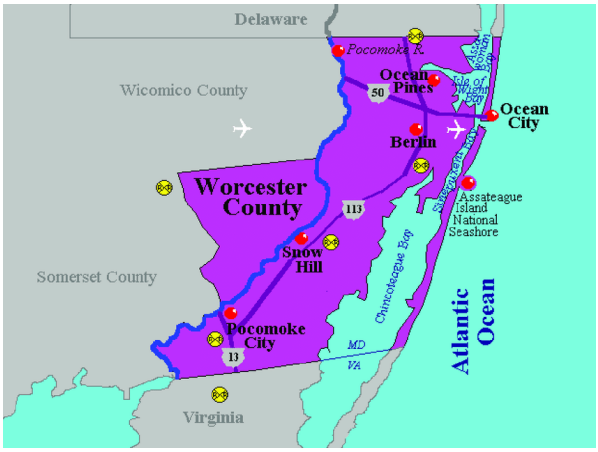
Maryland Department of Natural Recourses

Program Open Space

Isle of Wight Nature Park







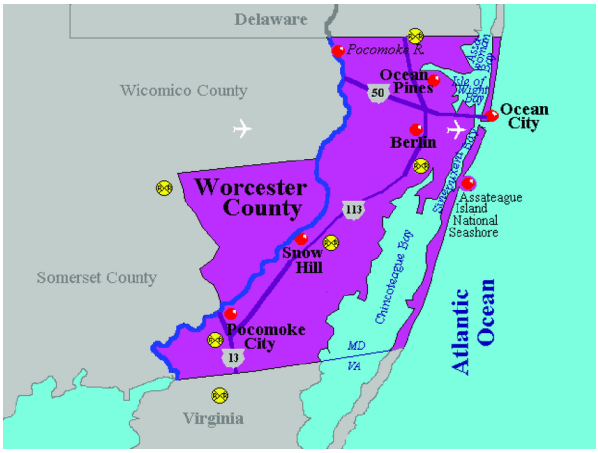
Maryland Department of Natural Recourses

Program Open Space

Newtown Park







MARYLAND'S Coast WORCESTER COUNTY

Worcester County Recreation & Parks
6030 Public Landing Road | Snow Hill MD 21863 | (410) 632-2144 | www.PlayMarylandsCoast.org

MEMORANDUM

TO: Weston S. Young, Chief Administrative Officer
Candace Savage, Deputy Chief Administrative Officer
FROM: Kelly Rados, Director of Recreation & Parks
DATE: June 11, 2026
SUBJECT: FY27 Facility Fees

Worcester County Recreation & Parks Department has an additional fee that we would like to include in our FY27 Facility Fees that were recently approved as part of our budget submission. The fee is a $150 weekend service fee that is charged to us for additional weekend cleanings for our port-a-lets.

We recently learned that Fogle's charges a $150 fee for their weekend service calls due to them needing to bring an additional employee in for the weekend to provide this service. Weekend cleanings are needed for our larger tournaments that utilize multiple fields on Saturday and Sundays. We plan to communicate this and pass it along to the tournament/event holder.

Attachments: FY27 Facility Fees

cc: Jacob Stephens, Deputy Director of Recreation & Parks
Lisa Gebhardt, Recreation Facility Superintendent
Darcy Billetdeaux, Parks Superintendent

Worcester County Department of Recreation & Parks

6030 Public Landing Rd. Snow Hill, MD 21863 Phone: 410.632.2144

FACILITY FEES FY2026-2027

	Facility Use	FY 26 - 27 Approved Fees	
Pavilion Rental Fees	Pavilion - Daily Rental Fee	$75.00	
Field Rental Fees	Application Fee	$30.00	
	Reservation Deposit Fee	$30.00	Per Field
	Damage/Clean Up Deposit	$200.00	
	Damage/Clean Up Fee Per Hour/Per Staff	$50.00	
	Field Rental - Per Day	$150.00	
	Extra Port-a-let Cleanings	$35.00	Per port-a-let cleaned.
	Weekend Port-a-let Cleanings	$150.00	Additional weekend cleaning if needed.
	Site Coordinatior (if required)	$25.00	4 Hour Minimum
	Practice Fee - Per Field/2 Hour Practice	$30.00	
	Discounted Practice Fee - Per Field/2 Hour Practice	$15.00	Teams/Organizations that routinely rent multiple fields for practice purposes for at least 3 years, are in good standings, and are a non-profit organization qualify for this rate. If field lining or lights are requested, the full amount of those fees would be applied.
	Light Fee - Per Hour	$30.00	
Initial Field Set Up & Lining Fees	Softball/Baseball Fields	$25.00	
	Multi-Purpose Soccer/Lacrosse Fields (Small Sided Field)	$130.00	
	Multi-Purpose Football Fields (Large sided field)	$210.00	
	Temporary Fence Installation	$50.00	
	Miscellaneous Personell Request Per Hour/Per Staff	$25.00	
Public Landing Boat Slip Rental	Large Boat Slip	$1,200.00	
	Small Boat Slip	$1,000.00	
Recreation Center - Practice Fees	Application Fee	$30.00	
	Small Court Rental/Per Hour	$35.00	
	Large Court Rental/Per Hour	$70.00	
Recreation Center -Tournament Fees	Application Fee	$30.00	
	Reservation Deposit Fee	$100.00	
	Two Courts/Per Hour - Full Gym	$50.00	
	Four Courts/Per Hour (Sport Courts - Basketball)	$100.00	
	Six Courts/Per Hour (Sport Courts - Volleyball)	$150.00	
	Sport Court Set Up Fee	$500.00	
Vendor Fees -	Miscellaneous Vendors - Equipment - Per Event	$75.00	

Tournaments	Miscellaneous Vendors - Food - Per Event	$200.00	

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

To: Weston Young, Chief Administrative Officer

From: Brian Jones, IT Director

Re: Requesting to Contract ESRI

Date: June 23, 2026

I am requesting approval to renew a three-year contract with Environmental Systems Research, Inc. (ESRI). The total contract amount is **$105,200.00**, distributed over three years. Entering an ESRI Enterprise License Agreement (ELA) will provide the County with cost-effective, enterprise-wide access to the full ESRI GIS technology suite. This agreement supports expanded use of geospatial data to enhance decision-making, improve operational efficiency, strengthen public services, and promote interdepartmental collaboration.

The annual costs are as follows:

- **Year 1:** $28,000
- **Year 2:** $35,000
- **Year 3:** $42,000

Funding for Year 1 will be provided in the **FY27 budget** under **GL account 100.1090.020.6130.060**.

Quotation # Q-567759

Date: June 23, 2026

Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

Customer # 358521 **Contract #**

County of Worcester
Emergency Services Dept
1 W Market St Rm 1002
Snow Hill, MD 21863-1193

To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 2/23/2026 To: 8/22/2026

ATTENTION: Matt Laick
PHONE:
EMAIL: mlaick@worcestermd.gov

Material	Qty	Term	Unit Price	Total
193205	1	Year 1	$28,000.00	$28,000.00
Populations of 25,001 to 50,000 Small Government Enterprise Agreement Annual Subscription				
193205	1	Year 2	$35,000.00	$35,000.00
Populations of 25,001 to 50,000 Small Government Enterprise Agreement Annual Subscription				
193205	1	Year 3	$42,200.00	$42,200.00
Populations of 25,001 to 50,000 Small Government Enterprise Agreement Annual Subscription				

Subtotal:	$105,200.00
Sales Tax:	$0.00
Estimated Shipping and Handling (2 Day Delivery):	$0.00
Contract Price Adjust:	$0.00
Total:	$105,200.00

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact:	Email:	Phone:
Rob Hayward	rhayward@esri.com	703-506-9515 x8111

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at https://go.esri.com/MAPS apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, Esri may invoice at least 30 days in advance of each anniversary date without the issuance or a Purchase Order, and Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at https://www.esri.com/en-us/legal/terms/state-supplemental apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.

HAYWARDR **This offer is limited to the terms and conditions incorporated and attached herein.**

Esri Use Only:
Cust. Name _____
Cust. # _____
PO # _____
Esri Agreement # _____

SMALL ENTERPRISE AGREEMENT
COUNTY AND MUNICIPALITY GOVERNMENT
(E214-2)

This Agreement is by and between the organization identified in the Quotation (**"Customer"**) and **Environmental Systems Research Institute, Inc.** (**"Esri"**).

This Agreement sets forth the terms for Customer's use of Products and incorporates by reference (i) the Quotation and (ii) the Master Agreement. Should there be any conflict between the terms and conditions of the documents that comprise this Agreement, the order of precedence for the documents shall be as follows: (i) the Quotation, (ii) this Agreement, and (iii) the Master Agreement. This Agreement shall be governed by and construed in accordance with the laws of the state in which Customer is located without reference to conflict of laws principles, and the United States of America federal law shall govern in matters of intellectual property. The modifications and additional rights granted in this Agreement apply only to the Products listed in Table A.

Table A
List of Products

Uncapped Quantities (annual subscription)

ArcGIS Enterprise Software and Extensions ArcGIS Enterprise (Advanced and Standard) ArcGIS Monitor ArcGIS Enterprise Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Data Reviewer	**ArcGIS Enterprise Additional Capability Servers** ArcGIS Image Server **ArcGIS Online User Types** ArcGIS Online Viewer User Type **ArcGIS Enterprise User Types** ArcGIS Enterprise Viewer User Type

Capped Quantities (annual subscription)

ArcGIS Online User Types		**ArcGIS Enterprise User Types**	
ArcGIS Online Contributor User Type	20	ArcGIS Enterprise Contributor User Type	20
ArcGIS Online Mobile Worker User Type	125	ArcGIS Enterprise Mobile Worker User Type	125
ArcGIS Online Creator User Type	125	ArcGIS Enterprise Creator User Type	125
ArcGIS Online Professional User Type	30	ArcGIS Enterprise Professional User Type	30
ArcGIS Online Professional Plus User Type	30	ArcGIS Enterprise Professional Plus User Type	30
ArcGIS Pro (Add-on Apps) for ArcGIS Online Creator or Professional User Type		**ArcGIS Pro (Add-on Apps) for ArcGIS Enterprise Creator or Professional User Type**	
ArcGIS 3D Analyst, ArcGIS Data Reviewer, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Publisher, ArcGIS Spatial Analyst, ArcGIS Workflow Manager, ArcGIS Image Analyst	30 each	ArcGIS 3D Analyst, ArcGIS Data Reviewer, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Publisher, ArcGIS Spatial Analyst, ArcGIS Workflow Manager, ArcGIS Image Analyst	30 each
ArcGIS Online Apps and Other		**ArcGIS Enterprise Apps and Other**	
ArcGIS Location Sharing for ArcGIS Online	30	ArcGIS Location Sharing for ArcGIS Enterprise	30
ArcGIS Online Service Credits	75,000	ArcGIS Advanced Editing User Type Extension for ArcGIS Enterprise	20

Other Benefits

Number of Esri User Conference registrations provided annually	3
Number of Tier 1 Help Desk individuals authorized to call Esri	3
Five percent (5%) discount on all individual commercially available instructor-led training classes at Esri facilities purchased outside this Agreement	

Customer may accept this Agreement by signing and returning the whole Agreement with (i) the Quotation attached, (ii) a purchase order, or (iii) another document that matches the Quotation and references this Agreement ("**Ordering Document**"). **ADDITIONAL OR CONFLICTING TERMS IN CUSTOMER'S PURCHASE ORDER OR OTHER DOCUMENT WILL NOT APPLY, AND THE TERMS OF THIS AGREEMENT WILL GOVERN.** This Agreement is effective as of the date of Esri's receipt of an Ordering Document, unless otherwise agreed to by the parties ("**Effective Date**").

Term of Agreement: Three (3) years

This Agreement supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to the licensing of the Products. Except as provided in Article 4—Product Updates, no modifications can be made to this Agreement.

Accepted and Agreed:

_____
(Customer)

By: _____
Authorized Signature

Printed Name: _____

Title: _____

Date: _____

CUSTOMER CONTACT INFORMATION

Contact: _____

Address: _____

City, State, Postal Code: _____

Country: _____

Quotation Number (if applicable): _____

Telephone: _____

Fax: _____

E-mail: _____

1.0—Additional Definitions

In addition to the definitions provided in the Master Agreement, the following definitions apply to this Agreement:

"Case" means a failure of the Software or Online Services to operate according to the Documentation where such failure substantially impacts operational or functional performance.

"Deploy", "Deployed" and "Deployment" mean to redistribute and install the Products and related Authorization Codes within Customer's organization(s).

"Fee" means the fee set forth in the Quotation.

"Maintenance" means Tier 2 Support, Product updates, and Product patches provided to Customer during the Term of Agreement.

"Master Agreement" means the applicable master agreement for Esri Products incorporated by this reference that is (i) found at https://www.esri.com/en-us/legal/terms/full-master-agreement and available in the installation process requiring acceptance by electronic acknowledgment or (ii) a signed Esri master agreement or license agreement that supersedes such electronically acknowledged master agreement.

"Product(s)" means the products identified in Table A—List of Products and any updates to the list Esri provides in writing.

"Quotation" means the offer letter and quotation provided separately to Customer.

"Technical Support" means the technical assistance for attempting resolution of a reported Case through error correction, patches, hot fixes, workarounds, replacement deliveries, or any other type of Product corrections or modifications.

"Tier 1 Help Desk" means Customer's point of contact(s) to provide all Tier 1 Support within Customer's organization(s).

"Tier 1 Support" means the Technical Support provided by the Tier 1 Help Desk.

"Tier 2 Support" means the Esri Technical Support provided to the Tier 1 Help Desk when a Case cannot be resolved through Tier 1 Support.

2.0—Additional Grant of License

2.1 Grant of License. Subject to the terms and conditions of this Agreement, Esri grants to Customer a personal, nonexclusive, nontransferable license solely to use, copy, and Deploy quantities of the Products listed in Table A—List of Products for the Term of Agreement (i) for the applicable Fee and (ii) in accordance with the Master Agreement.

2.2 Consultant Access. Esri grants Customer the right to permit Customer's consultants or contractors to use the Products exclusively for Customer's benefit. Customer will be solely responsible for compliance by consultants and contractors with this Agreement and will ensure that the consultant or contractor discontinues use of Products upon completion of work for Customer. Access to or use of Products by consultants or contractors not exclusively for Customer's benefit is prohibited. Customer may not permit its consultants or contractors to install Software or Data on consultant, contractor, or third-party computers or remove Software or Data from Customer locations, except for the purpose of hosting the Software or Data on Contractor servers for the benefit of Customer.

3.0—Term, Termination, and Expiration

3.1 Term. This Agreement and all licenses hereunder will commence on the Effective Date and continue for the duration identified in the Term of Agreement, unless this Agreement is terminated earlier as provided herein. Customer is only authorized to use Products during the Term of Agreement. For an Agreement with a limited term, Esri does not grant Customer an indefinite or a perpetual license to Products.

3.2 No Use upon Agreement Expiration or Termination. All Product licenses, all Maintenance, and Esri User Conference registrations terminate upon expiration or termination of this Agreement.

3.3 Termination for a Material Breach. Either party may terminate this Agreement for a material breach by the other party. The breaching party will have thirty (30) days from the date of written notice to cure any material breach.

3.4 Termination for Lack of Funds. For an Agreement with government or government-

owned entities, either party may terminate this Agreement before any subsequent year if Customer is unable to secure funding through the legislative or governing body's approval process.

3.5 Follow-on Term. If the parties enter into another agreement substantially similar to this Agreement for an additional term, the effective date of the follow-on agreement will be the day after the expiration date of this Agreement.

4.0—Product Updates

4.1 Future Updates. Esri reserves the right to update the list of Products in Table A—List of Products by providing written notice to Customer. Customer may continue to use all Products that have been Deployed, but support and upgrades for deleted items may not be available. As new Products are incorporated into the standard program, they will be offered to Customer via written notice for incorporation into the Products schedule at no additional charge. Customer's use of new or updated Products requires Customer to adhere to applicable additional or revised terms and conditions in the Master Agreement.

4.2 Product Life Cycle. During the Term of Agreement, some Products may be retired or may no longer be available to Deploy in the identified quantities. Maintenance will be subject to the individual Product Life Cycle Support Status and Product Life Cycle Support Policy, which can be found at https://support.esri.com/en/other-resources/product-life-cycle. Updates for Products in the mature and retired phases may not be available. Customer may continue to use Products already Deployed, but Customer will not be able to Deploy retired Products.

5.0—Maintenance

The Fee includes standard maintenance benefits during the Term of Agreement as specified in the most current applicable Esri Maintenance and Support Program document (found at https://www.esri.com/en-us/legal/terms/maintenance). At Esri's sole discretion, Esri may make patches, hot fixes, or updates available for download. No Software other than the defined Products will receive Maintenance. Customer may acquire maintenance for other Software outside this Agreement.

a. Tier 1 Support

1. Customer will provide Tier 1 Support through the Tier 1 Help Desk to all Customer's authorized users.

2. The Tier 1 Help Desk will be fully trained in the Products.

3. At a minimum, Tier 1 Support will include those activities that assist the user in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.

4. The Tier 1 Help Desk will be the initial point of contact for all questions and reporting of a Case. The Tier 1 Help Desk will obtain a full description of each reported Case and the system configuration from the user. This may include obtaining any customizations, code samples, or data involved in the Case.

5. If the Tier 1 Help Desk cannot resolve the Case, an authorized Tier 1 Help Desk individual may contact Tier 2 Support. The Tier 1 Help Desk will provide support in such a way as to minimize repeat calls and make solutions to problems available to Customer's organization.

6. Tier 1 Help Desk individuals are the only individuals authorized to contact Tier 2 Support. Customer may change the Tier 1 Help Desk individuals by written notice to Esri.

b. Tier 2 Support

1. Tier 2 Support will log the calls received from Tier 1 Help Desk.

2. Tier 2 Support will review all information collected by and received from the Tier 1 Help Desk including preliminary documented troubleshooting provided by the Tier 1 Help Desk when Tier 2 Support is required.

3. Tier 2 Support may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to

supplement any preliminary information gathering or troubleshooting performed by Tier 1 Help Desk.

4. Tier 2 Support will attempt to resolve the Case submitted by Tier 1 Help Desk.

5. When the Case is resolved, Tier 2 Support will communicate the information to Tier 1 Help Desk, and Tier 1 Help Desk will disseminate the resolution to the user(s).

6.0—Endorsement and Publicity

This Agreement will not be construed or interpreted as an exclusive dealings agreement or Customer's endorsement of Products. Either party may publicize the existence of this Agreement.

7.0—Administrative Requirements

7.1 OEM Licenses. Under Esri's OEM or Solution OEM programs, OEM partners are authorized to embed or bundle portions of Esri products and services with their application or service. OEM partners' business model, licensing terms and conditions, and pricing are independent of this Agreement. Customer will not seek any discount from the OEM partner or Esri based on the availability of Products under this Agreement. Customer will not decouple Esri products or services from the OEM partners' application or service.

7.2 Annual Report of Deployments. At each anniversary date and ninety (90) calendar days prior to the expiration of this Agreement, Customer will provide Esri with a written report detailing all Deployments. Upon request, Customer will provide records sufficient to verify the accuracy of the annual report.

8.0—Ordering, Administrative Procedures, Delivery, and Deployment

8.1 Orders, Delivery, and Deployment

a. Upon the Effective Date, Esri will invoice Customer and provide Authorization Codes to activate the nondestructive copy protection program that enables Customer to download, operate, or allow access to the Products. If this is a multi-year Agreement, Esri may invoice the Fee up to thirty (30) calendar days before the annual anniversary date for each year.

b. Undisputed invoices will be due and payable within thirty (30) calendar days from the date of invoice. Esri reserves the right to suspend Customer's access to and use of Products if Customer fails to pay any undisputed amount owed on or before its due date. Esri may charge Customer interest at a monthly rate equal to the lesser of one percent (1.0%) per month or the maximum rate permitted by applicable law on any overdue fees plus all expenses of collection for any overdue balance that remains unpaid ten (10) days after Esri has notified Customer of the past-due balance.

c. Esri's federal ID number is 95-2775-732.

d. If requested, Esri will ship backup media to the ship-to address identified on the Ordering Document, FOB Destination, with shipping charges prepaid. Customer acknowledges that should sales or use taxes become due as a result of any shipments of tangible media, Esri has a right to invoice and Customer will pay any such sales or use tax associated with the receipt of tangible media.

8.2 Order Requirements. Esri does not require Customer to issue a purchase order. Customer may submit a purchase order in accordance with its own process requirements, provided that if Customer issues a purchase order, Customer will submit its initial purchase order on the Effective Date. If this is a multi-year Agreement, Customer will submit subsequent purchase orders to Esri at least thirty (30) calendar days before the annual anniversary date for each year.

a. All orders pertaining to this Agreement will be processed through Customer's centralized point of contact.

b. The following information will be included in each Ordering Document:

(1) Customer name; Esri customer number, if known; and bill-to and ship-to addresses
(2) Order number
(3) Applicable annual payment due

9.0—Mergers, Acquisitions, or Divestitures

If Customer is a commercial entity, Customer will notify Esri in writing in the event of (i) a consolidation, merger, or reorganization of Customer with or into another corporation or entity; (ii) Customer's acquisition of another entity; or (iii) a transfer or sale of all or part of Customer's organization (subsections i, ii, and iii, collectively referred to as "**Ownership Change**"). There will be no decrease in Fee as a result of any Ownership Change.

9.1 If an Ownership Change increases the cumulative program count beyond the maximum level for this Agreement, Esri reserves the right to increase the Fee or terminate this Agreement and the parties will negotiate a new agreement.

9.2 If an Ownership Change results in transfer or sale of a portion of Customer's organization, that portion of Customer's organization will transfer the Products to Customer or uninstall, remove, and destroy all copies of the Products.

9.3 This Agreement may not be assigned to a successor entity as a result of an Ownership Change unless approved by Esri in writing in advance. If the assignment to the new entity is not approved, Customer will require any successor entity to uninstall, remove, and destroy the Products. This Agreement will terminate upon such Ownership Change.

MARYLAND'S Coast WORCESTER COUNTY

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

MEMORANDUM

TO: Worcester County Commissioners
FROM: Ed Welch, Procurement Officer
DATE: June 22, 2026
RE: Request to Award – Toro Infield Pro 5040 *(Infield Machine)*

Recreation & Parks is requesting that the Commissioner's review and approve awarding the purchase of a **Toro Infield Pro 5040** *(ride-on, 3-wheel, utility tractor for grooming baseball/softball infields)* to Turf Equipment and Supply Company in the amount of **$30,374.76**

This was sourced through a Sourcewell cooperative contract (112624-TTC) resulting in a $8,567.24 discount. This is a publicly solicited contract established through a Request for Proposal (RFP) process conducted by a lead public agency. This contract satisfies formal competitive bid requirements.

The Infield Pro 5040 is a proprietary design only available from Toro. That manufacturer uses a dealer network that is assigned geographically with Turf Equipment and Supply Company servicing our area.

$32,500 was approved in the FY27 Parks Capital Heavy Equipment Budget (G/L account # 100.1602.500.9010.070).

Please feel free to contact me if you have any questions. Thanks

Ed Welch
Procurement Officer
Worcester County Government Center
1 W. Market Street
Snow Hill, MD 21863
Phone: 410-632-1194, ext. 1012
Email: eawelch@worcestermd.gov

TURF EQUIPMENT AND SUPPLY COMPANY

TURF-EQUIPMENT.COM

June 2, 2026

Mr. Darcy Billetdeaux, Parks Superintendent
Worcester County Recreation and Parks
Email:dbilletdeaux@co.worcester.md.us

Dear Darcy,

As requested, I am pleased to quote you the following prices. All prices include full service set up and delivery but no applicable state sales tax and are good through July 31, 2026. Terms are 1% 10 days, net 30 or financed. The pricing uses the current Sourcewell contract 031121-TTC.

1 Toro Infield Pro 5040 with:

- 18 HP B&S Vanguard gas engine
- Three wheel drive
- Mid tool bar with solid tine toolbar carbide tipped
- Rear drag mat carrier system with steel drag mat
- Two-year/1500 hour warranty

Toro MSRP	$38,942
Sourcewell Price	$30,374.76

If you have any questions or need any additional information please don't hesitate to contact me.

Best regards,

Mike Minard, TSPC
Territory Manager

MARYLAND'S Coast WORCESTER COUNTY

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

MEMORANDUM

TO: Worcester County Commissioners
FROM: Ed Welch, Procurement Officer
DATE: June 22, 2026
RE: Request to Award – T650 T4 Bobcat Compact Track Loader

Recreation & Parks requests that the Commissioner's review and approve awarding the purchase of a **T650 T4 Bobcat Compact Track Loader** to Bobcat of Sussex County *(Delmar, DE)* in the amount of **$108,534.24**

This was sourced through a Sourcewell cooperative contract # 020223-CEC resulting in a $29,130.59 discount. This is a publicly solicited contract established through a Request for Proposal (RFP) process conducted by a lead public agency. This contract satisfies formal competitive bid requirements.

Bobcat uses a dealer network that is assigned geographically with Bobcat of Sussex County servicing our area.

$108,590 was approved in the FY27 Parks Capital Heavy Equipment Budget (G/L account # 100.1602.500.9010.070).

Please feel free to contact me if you have any questions. Thanks

Ed Welch
Procurement Officer
Worcester County Government Center
1 W. Market Street
Snow Hill, MD 21863
Phone: 410-632-1194, ext. 1012
Email: eawelch@worcestermd.gov

Quotation Number: **JM1867687**
Quote Sent Date: **Jun 12, 2026**
Expiration Date: **Jul 12, 2026**
Prepared By: **James Magette**
Phone: +17576931255
Email: carter.magette@curtis-lane.com

Customer
Worcester County Rec and Parks
6030 PUBLIC LANDING RD
SNOW HILL, MD, 21863-2402
Phone: +14106322144

Contact

Dealer
Bobcat of Sussex County, Delmar, DE
36322 SUSSEX HWY
DELMAR, DE, 19940

Item Name	Item Number	Quantity	Price Each	Total
T650 T4 Bobcat Compact Track Loader	M0511	1	53,484.76	53,484.76
Standard Equipment: 74 HP Tier 4 Turbo Diesel Engine Auxiliary Hydraulics: Variable Flow Backup Alarm Bob-Tach Bobcat Interlock Control System (BICS) Cylinder Cushioning - Lift, Tilt Engine/Hydraulic Systems Shutdown Glow Plugs (Automatically Activated) Horn		Instrumentation: Engine Temperature & Fuel Gauges, Hour Meter, RPM and Warning Indicators Lift Arm Support Lift Path: Vertical Lights, Halogen Front & Rear Operator Cab: Includes: Top & Rear Windows, Seat Bar, Seat Belt Roll Over Protective Structure (ROPS) meets SAE-J1040 & ISO 3471 Falling Object Protective Structure (FOPS) meets SAE-J1043 & ISO 3449, Level I; (Level II is available through Bobcat Parts) Parking Brake: Spring Applied, Pressure Released (SAPR) Solid Mounted Carriage with 4 Rollers Tracks: Rubber, 12.6" Narrow C-Pattern Warranty: 2 years, or 2000 hours whichever occurs first		
Closed Cab Comfort Plus	M0511-P12-C40	1	8,502.97	8,502.97
Included: Includes: Closed Cab, HVAC, Heated Cloth Air Ride Seat, Power Bob-Tach, Standard Flow, Two-Speed Travel, Deluxe Display, Standard Fan, Keyless Ignition, Single Direction Bucket Position, Ride Control, Sound Reduction Package, 7-Pin Attachment Control, Handsfree Bluetooth Radio, Rear View Camera				
Hand and Foot Controls (Manual)	M0511-R01-C01	1	0.67	0.67
High-Flow Hydraulics	M0511-R03-C03	1	1,650.88	1,650.88
17.7" C-Pattern Rubber Track	M0511-R09-C02	1	1,195.95	1,195.95
80" Heavy Duty Bucket	7272681	1	1,805.40	1,805.40
Bolt-On Cutting Edge, 80"	6718008	1	352.41	352.41
SG 60 Stump Grinder	6808034	1	9,881.52	9,881.52
Soil Conditioner, 84-in Hydraulic Angle and Depth	7135946	1	10,882.44	10,882.44
72" Root Grapple	7488431	1	4,199.00	4,199.00
Snow Pusher, 8 ft (94 in).	7113767	1	3,526.40	3,526.40
	Total for T650 T4 Bobcat Compact Track Loader			95,482.40

80" Brushcat (HF)	7233092	1	8,822.84	8,822.84
	Total for 80" Brushcat (HF)			8,822.84

Quote Subtotal	104,305.24
Dealer PDI	700.00
Freight Charges	1,700.00
Destination Charges	1,674.00
Dealer Assembly Charges	155.00
Sales Total before Taxes	108,534.24
Taxes	0.00
Quote Total - USD	**108,534.24**

Notes: Pricing Based on Sourcewell Contract # 020223-CEC

Customer Acceptance:
Quotation Number: **JM1867687** Purchase Order: _____
Authorized Signature:

Print: _____ Sign: _____

Date:_____ Email:_____ Tax Exempt: Y ▢ / N ▢

DEPARTMENT OF
DEVELOPMENT REVIEW AND PERMITTING
Worcester County

ZONING DIVISION
BUILDING DIVISION
DATA RESEARCH DIVISION

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

ADMINISTRATIVE DIVISION
CUSTOMER SERVICE DIVISION
TECHNICAL SERVICES DIVISION

MEMORANDUM

TO: Weston S. Young, Chief Administrative Officer
FROM: Jennifer K. Keener, AICP, Director
DATE: June 8, 2026
RE: Utility-Scale Solar consultation request – Old Virginia Road, Pocomoke

****

Atwell, LLC on behalf of Clean Capital, LLC is proposing a utility-scale solar energy system (4.95 MW AC). The property is located on Old Virginia Road in Pocomoke, at Tax Map 92, Parcel 74, and is zoned I-1 Light Industrial District. The applicant is requesting a pre-application consultation with the local jurisdiction under the requirements of the Certificate of Public Convenience and Necessity (CPCN) process.

The County Commissioners shall make findings of consistency or inconsistency on the following considerations which are outlined in the attached report:

1. A statement or finding whether the proposed project is consistent with the current comprehensive plan.
2. A statement or finding whether the proposed project is consistent with the current zoning ordinance.
3. Suggestions for improving or modifying the application prior to submission of the application with the Commission.
4. Compliance with, or modifications granted to, the state's siting standards.

Overall, I find that the project is generally consistent with the required findings, but requires a siting standard modification to the side yard setback (northerly property line) as further explained in the staff report. Alternatively, the applicant can modify the panel location to comply with the setback.

The applicants have provided a draft Environmental Review Document and conceptual site plan for the project, which are attached for your reference. The referenced appendices are not included in the Commissioner's packet but are available for review upon request. Should a local jurisdiction decline to comment, the developer is required to document the efforts made to contact the local jurisdiction and provide information on the project's consistency with local zoning to the PSC.

Project Name: Old Virginia Road

Location: Tax Map 92, Parcel 74; 1521 Old Virginia Road, Pocomoke City

Zoning: I-1 Light Industrial District

Project Type: 4.95 MW AC community solar project

A community solar project is a program where customers (individuals, businesses, etc.) subscribe to a portion of the energy generated by the project. Additional information on community solar can be found at: https://www.energy.gov/eere/solar/community-solar-basics.

Applicability of the Renewable Energy Certainty Act: This staff report includes a review of the siting standards that solar developers must adhere to under this law. The law does allow the local jurisdictions to provide for less stringent siting provisions than those cited. For a utility solar project, the Worcester County Commissioners would be the approval authority for any siting modifications.

Local considerations under COMAR 20.79.01.05:

1. **A statement or finding whether the proposed project is consistent with the current comprehensive plan.**

   Evaluation of consistency: Overall, I find that this project as presented is consistent with the 2006 Comprehensive Plan and Land Use Map.

   Discussion: The 2006 Worcester County Comprehensive Plan ("Plan") does not specifically address solar energy systems. The project area is in the Industry Land Use category. "Industrial uses need good road access, large sites, sufficient electricity…" (page 19). The Plan highlights Pocomoke City as a focus for the county's most intense industrial uses. The property is currently in agricultural production and improved with a single-family dwelling and associated structures. It is adjacent to the municipal boundaries of Pocomoke City to the east and west (sewage disposal plant).

   Chapter Two, Land Use includes the objectives on pages 12 and 13 as follows:

   4. Provide for appropriate residential, commercial, institutional, and industrial uses.
   16. Locate…all industrial development in areas having adequate arterial road access or near such roads.

   The project area will be located on existing tilled agricultural lands, with no impacts proposed to the existing forested areas, non-tidal wetlands or streams on the site.

   Chapter Six, Public Infrastructure includes objectives on pages 73 and 74 as follows:

   1. Work with the private sector to ensure a dependable and adequate supply of

electric power and propane.

5. Encourage alternative sources of power.

Priority Preservation Area: This property is not located within a Priority Preservation Area (PPA).

2. A statement or finding whether the proposed project is consistent with the current zoning ordinance.

Evaluation of consistency: I find that the project is generally consistent with the current zoning ordinance, subject to the following correction or the granting of a siting modification by the County Commissioners:

- Compliance with the 100' setback for the solar energy generating station to the northerly property line pursuant to § 7–218(f)(2)(ii), or approval of the County Commissioners for a siting modification.

Discussion: Following the Land Use Designations in the Comprehensive Plan, the zoning for the parcel is I-1 Light Industrial District. Utility-scale solar projects are permitted by right in this zoning district. This project has also been reviewed under the Renewable Energy Certainty Act siting standards.

Setbacks: The siting standards require a 100' setback from the panels to all perimeter property lines. **The proposed setback is approximately 35 feet from the property line to the chainlink fence.** The applicant notes that the northerly parcel is owned by the "participating property owner", i.e. the owner of the property where the solar system is proposed to be located. State law does not allow for this sort of exemption, as it is not an interior property line to the project area. Therefore, the applicant can either comply with the setback or request a siting modification from the County Commissioners.

Separation Distances: The Renewable Energy Certainty Act requires a 150' boundary between the generating station and the nearest wall of a residential dwelling. The applicants have modified their panel layout since the initial staff review to accommodate the separation distance to the dwelling on the subject property, as well as to the parcel to the north. Therefore, the project appears to be compliant.

Fencing: The applicants are proposing a minimum 6' tall (concept plan) or 7' tall (ERD page 12) chainlink or equivalent fence along the perimeter of the entire project. No barbed wire is proposed. The Renewable Energy Certainty Act requires fencing to be located on the interior of a landscape buffer or immediately adjacent to the generating station, and not less than 50' from any public road right-of-way. The project appears to be compliant.

Panel height: Maximum height to the top edge of the modules will be 8', which is consistent with the state law (maximum 15').

Landscaping: The existing forested areas to the north and west will serve as landscape screening to adjoining properties. The proposed plantings shall be required to meet or exceed

the local requirements for types and sizes, including the requirement for a minimum of 75% native species. Within the project, low cover grass vegetation will be provided, to include a mixture of pollinator plantings, that will be mowed a minimum of once per year. No water source for the maintenance of landscaping is proposed. A detailed landscape plan is required to be provided during the site plan review stage.

The county will require an installation and maintenance agreement to be recorded, and a landscape bond to be held to guarantee the planting material's continued viability.

Noise Limits: Page 43 of the ERD references the applicable COMAR noise level provisions. These standards are consistent with § ZS 1-346, Noise level limits in the Worcester County Zoning Code for the Industrial Districts. Limitations will be self-imposed to prevent any temporary construction nuisance impacts per the ERD.

3. Suggestions for improving or modifying the application prior to submission of the application with the Commission.

- Amend the Environmental Review Document (ERD) as follows:
  - Page 1: Update the applicable building code to the 2021 IBC.
  - Page 6: Update Worcester County's contact information for Maryland, not Massachusetts.
  - Page 12: The fence height (7') should match the concept plan (6'). Please correct one or the other document.
  - Page 12: Correct the zoning designation (Light Industrial, not Agricultural); list utility solar systems as a permitted use (not prohibited); remove the unknown reference to the 400' setback; and reference the Worcester County Commissioners as the approval authority, not the Planning Commission, for setback modifications.
  - Page 14: As previously referenced, there is no exception to the setbacks from "participating" property owners or property lines. The description to (2)(ii) should be updated accordingly.
- A Decommissioning Plan shall be required to be provided to Worcester County as part of the site plan review process. Worcester County shall also require a decommissioning agreement and bond prior to the issuance of a building permit. While recycling and reuse of materials is recommended, the salvage costs shall not be deducted from the overall bond. Please refer to § ZS 1-344(d)(7) of the Worcester County Code of Public Local Laws for further information.

OLD VIRGINIA ROAD SOLAR DEVELOPMENT PROJECT

CITY OF POCOMOKE CITY, WORCESTER COUNTY, MARYLAND
TAX MAP 92, GRID 1, PARCEL 74
PIN: 01-009842

30% CIVIL ENGINEERING PLANS

ENGINEERING COA #09-50059

OWNER / DEVELOPER CERTIFICATION

WE, _____ HEREBY CERTIFY THAT ANY CLEARING, GRADING, CONSTRUCTION OR DEVELOPMENT WILL BE DONE PURSUANT TO THE APPROVED EROSION AND SEDIMENT CONTROL PLAN, INCLUDING INSPECTING AND MAINTAINING CONTROLS, AND THAT THE RESPONSIBLE PERSONNEL INVOLVED IN THE CONSTRUCTION PROJECT WILL HAVE A CERTIFICATE OF TRAINING AT A MARYLAND DEPARTMENT OF THE ENVIRONMENT (MDE) APPROVED TRAINING PROGRAM FOR THE CONTROL OF EROSION AND SEDIMENT PRIOR TO BEGINNING THE PROJECT. ADDITIONALLY, WE ALSO CERTIFY THAT RIGHT-OF-ENTRY SHALL BE GRANTED FOR PERIODIC ON-SITE EVALUATION BY THE APPROPRIATE ENFORCEMENT AUTHORITY AND/OR MDE.

NAME & TITLE _____ DATE _____

PROFESSIONAL ENGINEER CERTIFICATION

I _____, HEREBY CERTIFY THAT THESE PLANS HAVE BEEN DESIGNED IN ACCORDANCE WITH THE EROSION AND SEDIMENT CONTROL LAWS, REGULATIONS, AND STANDARDS.

PRINTED NAME _____ LICENSE NO. _____

SIGNATURE _____ DATE _____

CONTRACTOR SHALL NOTIFY ENGINEER IMMEDIATELY UPON START OF CONSTRUCTION IN ORDER FOR ENGINEER TO SCHEDULE THE INITIAL 7-DAY EROSION CONTROL INSPECTION. THE CONTRACTOR SHALL VERIFY THAT ALL EXISTING INITIAL BMP'S ARE INSTALLED PROPERLY. ALL COMPENSATION FOR DESIGN ENGINEER'S RE-INSPECTION TO VERIFY THAT THE INITIAL BMP'S ARE INSTALLED WILL BE THE RESPONSIBILITY OF THE CONTRACTOR."

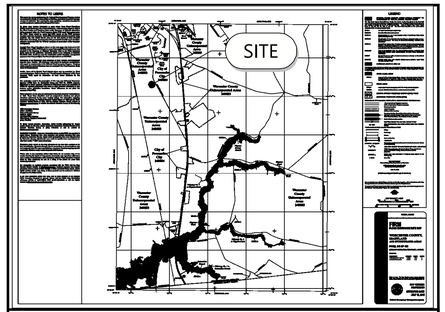
CONSTRUCTION SITE SAFETY IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR; NEITHER THE OWNER NOR THE ENGINEER SHALL BE EXPECTED TO ASSUME ANY RESPONSIBILITY FOR SAFETY OF THE WORK, OF PERSONS ENGAGED IN THE WORK, OF ANY NEARBY STRUCTURES, OR OF ANY OTHER PERSONS.

THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR ITS REPRESENTATIVE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK, AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.

COPYRIGHT 2026 ATWELL LLC NO REPRODUCTION SHALL BE MADE WITHOUT THE PRIOR WRITTEN CONSENT OF ATWELL LLC



VICINITY MAP
N.T.S.



BASED ON GRAPHIC DETERMINATION, THIS PROPERTY DOES NOT LIE IN A F.E.M.A./F.I.R.M.SPECIAL FLOOD HAZARD AREA PER COMMUNITY PANEL NO. 24047C0345H DATED JULY 16, 2015.

FEMA MAP
N.T.S.



AERIAL MAP
N.T.S.

Sheet List Table	
Sheet Number	Sheet Title
C000	COVER SHEET
C010	OVERALL EXISTING CONDITIONS PLAN
C011	EXISTING CONDITIONS PLAN
C012	EXISTING CONDITIONS PLAN
C013	EXISTING CONDITIONS PLAN
C014	EXISTING CONDITIONS PLAN
C100	OVERALL SITE PLAN
C101	SITE PLAN
C102	SITE PLAN
C103	SITE PLAN
C104	SITE PLAN
C200	OVERALL GRADING & DRAINAGE PLAN
C201	GRADING & DRAINAGE PLAN
C202	GRADING & DRAINAGE PLAN
C203	GRADING & DRAINAGE PLAN
C204	GRADING & DRAINAGE PLAN
C300	OVERALL PRE CONSTRUCTION LAND COVER CONDITIONS
C301	PRE CONSTRUCTION LAND COVER CONDITIONS
C302	PRE CONSTRUCTION LAND COVER CONDITIONS
C303	PRE CONSTRUCTION LAND COVER CONDITIONS
C304	PRE CONSTRUCTION LAND COVER CONDITIONS
C310	OVERALL POST CONSTRUCTION LAND COVER CONDITIONS
C311	POST CONSTRUCTION LAND COVER CONDITIONS
C312	POST CONSTRUCTION LAND COVER CONDITIONS
C313	POST CONSTRUCTION LAND COVER CONDITIONS
C314	POST CONSTRUCTION LAND COVER CONDITIONS
C400	OVERALL EROSION & SEDIMENT CONTROL PLAN
C401	EROSION & SEDIMENT CONTROL PLAN
C402	EROSION & SEDIMENT CONTROL PLAN
C403	EROSION & SEDIMENT CONTROL PLAN
C404	EROSION & SEDIMENT CONTROL PLAN
C410	EROSION & SEDIMENT CONTROL DETAILS
C411	EROSION & SEDIMENT CONTROL SPECIFICATIONS
C412	EROSION & SEDIMENT CONTROL SPECIFICATIONS
C413	EROSION & SEDIMENT CONTROL SPECIFICATIONS
C414	STORMWATER MANAGEMENT CALCULATIONS

SEE SHEET C410 FOR SEQUENCE OF CONSTRUCTION

THIS SITE DOES NOT LIE WITHIN THE CHESAPEAKE BAY CRITICAL AREA.

DEVELOPMENT TEAM

OWNER
CLEANCAPITAL HOLDINGS
400 MARKET STREET INDUSTRIAL PARK (SUITE 32)
WAPPINGERS FALLS, NEW YORK 12590
PHONE: (646) 770-0355
CONTACT: MICHAEL MCNULTY

CIVIL ENGINEER
ATWELL, LLC
3500 BLUE LAKE DRIVE, SUITE #230
BIRMINGHAM, AL 35243
PHONE: (770) 423-0807
CONTACT: KYLE A. WOOD, P.E.

FLOODPLAIN NOTE

PER THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) MAP (MAP NO.24047C0345H DATED 7-16-2015, THERE ARE NO FLOODWAYS LOCATED ON THE SITE.

WETLANDS

WETLANDS DO APPEAR TO BE LOCATED ON THE SITE. THE PROJECT WILL AVOID WETLAND IMPACTS. THE PROJECT WILL NOT DISTURB SOILS WITHIN 25 FEET OF ANY JURISDICTIONAL WETLAND.

NOTES

1. ALL WORK SHALL BE DONE IN ACCORDANCE WITH GOVERNING AGENCY STANDARDS.
2. THE CONTRACTOR IS RESPONSIBLE FOR COORDINATING ALL FRANCHISE UTILITY (GAS, ELECTRIC, DATA) CONSTRUCTION, REMOVAL, AND RELOCATIONS. ANY FRANCHISE UTILITY INFORMATION ON THESE PLANS IS SHOWN FOR REFERENCE ONLY.

PROJECT NARRATIVE

THE PROJECT SITE WORK CONSISTS OF DEVELOPING A PROPOSED 4.95 MWAC PV ARRAY

COORDINATE DATUM & PROJECTION

THE PROJECT COORDINATE SYSTEM IS LOCATED IN NSRS 2011 MARYLAND STATE PLANE, INTERNATIONAL FOOT.
COORDINATE SYSTEM CODE : NSRS11.MDIF

SUBMITTAL RECORD

04/21/2026 - CONCEPT PLAN

GOVERNING AGENCIES

MARYLAND DEPARTMENT OF THE ENVIRONMENT
1800 WASHINGTON BOULEVARD
BALTIMORE, MARYLAND 21230
PHONE: (410) 537-3000

WORCESTER COUNTY PUBLIC WORKS
6113 TIMMONS ROAD
SNOW HILL, MD 21863
PHONE: 410-632-5623

WORCESTER SOIL CONSERVATION DISTRICT
CHELSEA TYSON
304 COMMERCE STREET
SNOW HILL, MD 21863-1008
PHONE: 443-234-3016

WORCESTER COUNTY DEVELOPMENT REVIEW & PERMITTING
1 WEST MARKET STREET (ROOM 201)
SNOW HILL, MD 21863
PHONE: (410) 632-1200

FOREST CONSERVATION STATEMENT

IN ACCORDANCE WITH HOUSE BILL 723, AS OF JULY 1, 2024, SOLAR PHOTOVOLTAIC FACILITIES ARE EXEMPT FROM THE COUNTY'S FOREST CONSERVATION LAW PROVIDED THERE IS NO CUTTING OR CLEARING OF FOREST, AND PROVIDED THAT ALL FORESTED AREA CUT OR CLEARED IS REPLACED AT A RATIO OF ONE ACRE PLANTED FOR EACH ONE ACRE REMOVED, OR, IS REPLACED AT A RATIO OF ONE HALF ACRE PLANTED FOR EACH ONE ACRE REMOVED IN A PRIORITY FUNDING AREA. FURTHERMORE, ANY FUTURE APPROVAL OF THIS LAND FOR A REGULATED ACTIVITY SHALL BE SUBJECT TO THE COUNTY'S FOREST CONSERVATION LAW.

SITE DATA		
PROPERTY INFORMATION:		
TOTAL AREA:	54.41 AC	
LIMIT OF DISTURBANCE:	20.46 AC	
EXISTING IMPERVIOUS		
BLDGS, ROADS, ETC:	0.20 AC	(1.0%)
EXISTING PERVIOUS		
GRASS	0.27 AC	(1.3%)
CROPS	15.61 AC	(76.3%)
MEADOWS	4.38 AC	(21.4%)
PROPOSED IMPERVIOUS		
PADS, ROADS, ETC:	1.05 AC	(5.1%)
PROPOSED PERVIOUS		
GRASS	0.65 AC	(3.2%)
MEADOW	18.76 AC	(91.7%)

PRELIMINARY - NOT ISSUED FOR CONSTRUCTION

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OLD VIRGINIA ROAD SOLAR
COVER SHEET
POCOMOKE CITY, WORCESTER COUNTY, MD

CLIENT CleanCapital

DATE 05/19/2026

A	ISSUED FOR REVIEW
B	
01	

REVISIONS

SCALE AS SHOWN

DR. JJS	CH. JEL
ENG. JBG	P.M. KW
BOOK	
JOB	25009044
SHEET NO.	C000

STATE OF MARYLAND — JOHN BRUCE GOSZLO — 21911 — PROFESSIONAL ENGINEER
5/19/2026

LANDS N.O.F. OF
MAYOR & COUNCIL OF POCOMOKE CITY
DEED FWH 165/507
PARCEL 4 - POCOMOKE CITY INDUSTRIAL PARK
PLAT WCL 87/74
T.M. 91, GRID 6, PARCEL 120

LANDS N.O.F.
OF
FREDDIE R. FAIR, SR., ET AL
DEED SRB 7132/485
T.M. 92, GRID 2, PARCEL 2

LANDS N.O.F. OF
C. F. RAY FAIR, JR. & FAYE HANSEN FAIR
DEED SVH 5041/572
PLAT WCL 104/17
T.M. 92, GRID 1, PARCEL 183

LANDS N.O.F. OF
FREDDIE R. FAIR, SR., ET AL
DEED SRB 7132/485
WORCESTER COUNTY TAX MAP 92
GRID 1, PARCEL 74

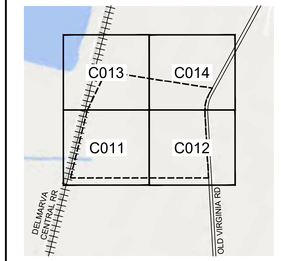
LANDS N.O.F. OF
POCOMOKE CITY, MARYLAND
DEED RHO 2529/376
PLAT SVH 169/45
T.M. 92, GRID 2, PARCEL 210, LOT 1

LANDS N.O.F. OF
STATE OF MARYLAND
DEPARTMENT OF NATURAL RESOURCES
DEED SVH 2959/230, PLAT RHO 155/38
T.M. 92, GRID 7, PARCEL 12

N00°40'36"W 1589.84'
N00°40'36"W 599.62'
N72°04'24"E 1104.28'
S02°24'24"W 105.60'
S29°50'10"E 929.64'
S72°04'24"W 1931.29'

PRELIMINARY - NOT ISSUED FOR CONSTRUCTION

KEY MAP
SCALE 1"=1000'



SITE LEGEND

- PROJECT AREA / BOUNDARY
- EXISTING FENCE
- EXISTING GRAVEL DRIVE
- PALUSTRINE EMERGENT WETLANDS (PEM)
- EXISTING INTERMITTENT STREAM
- EXISTING INTERMITTENT STREAM CENTERLINE
- EXISTING LINEAR WETLAND
- EXISTING POND WETLAND
- EXISTING BUILDING / STRUCTURES
- EXISTING WETLAND BUFFER
- SOILS BOUNDARY
- EXISTING CULVERT
- EXISTING TREELINE

BENCHMARKS		
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OtA	Othello silt loams, 0 to 2 percent slopes, Northern Tidewater Area
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WddA	Woodstown sandy loam , 0 to 2 percent slopes, Northern Tidewater Area

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NOTE:

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STATE OF MARYLAND
JOHN JOSEPH SCHNEIDER
PROFESSIONAL ENGINEER
21472
11/7/2026

811 Know what's below. Call before you dig.

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OLD VIRGINIA ROAD SOLAR

OVERALL EXISTING CONDITIONS PLAN

POCOMOKE CITY, WORCESTER COUNTY, MD

CLIENT: CleanCapital

DATE 05/19/2026

A	ISSUED FOR REVIEW
B	
C1	

REVISIONS

SCALE 0 25 50
1" = 50'

DR. JJS	CH. JEL
ENG. JBG	P.M. KW
BOOK	
JOB	25009044
SHEET NO.	C010

MATCHLINE - SHEET C013

LANDS N.O.F. OF
MAYOR & COUNCIL OF POCOMOKE CITY
DEED FWH 165/507
PARCEL 4 - POCOMOKE CITY INDUSTRIAL PARK
PLAT WCL 87/74
T.M. 91, GRID 6, PARCEL 120

ACCOMACK-NORTHAMPTON TRANS. DIST. COMM. (ANTDC)
DELMARVA CENTRAL RAILROAD (DCRR)
(66' R.O.W.)

100' PROPERTY SETBACK

25' WETLANDS BUFFER

WATER SPIGOT

ELEC OUTLET

PALUSTRINE EMERGENT WETLANDS
(PEM) - CLIENT PROVIDED

LANDS N.O.F. OF
FREDDIE R. FAIR, SR., ET AL
DEED SRB 7132/485
WORCESTER COUNTY TAX MAP 92
GRID 1, PARCEL 74

DELINEATED WETLAND

PALUSTRINE EMERGENT WETLANDS

DELINEATED INTERMITTENT STREAM

36"TERRACOTTA PIPE (X2)

INV 36" TERRACOTTA 15.13

INV 36" TERRACOTTA 14.41

INV 36" TERRACOTTA 15.18

INV 36" TERRACOTTA 15.42

CUL IPVC 6" 16.60

6"PVC

CUL IPVC 6" 16.45

12"CMP

CUL ICMP 12" 16.55

CUL ICMP 12" 16.54

FOUND DISTURBED CONCRETE MONUMENT

FOUND IRON PIPE
(HELD FOR LINE 0.68' SW OF CORNER)

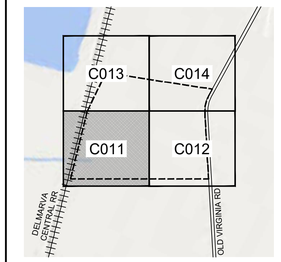
LANDS N.O.F. OF
STATE OF MARYLAND
DEPARTMENT OF NATURAL RESOURCES
DEED SVH 2959/230
PLAT RHO 155/38
T.M. 92, GRID 7, PARCEL 12

FadA

MATCHLINE - SHEET C012

PRELIMINARY - NOT ISSUED FOR CONSTRUCTION

KEY MAP
SCALE 1"=1000'



SITE LEGEND

- PROJECT AREA / BOUNDARY
- EXISTING FENCE
- EXISTING GRAVEL DRIVE
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KeA	Kentuck silt loam
OtA	Othello silt loams, 0 to 2 percent slopes, Northern Tidewater Area
W	Water
WddA	Woodstown sandyloam, 0 to 2 percent slopes, Northern Tidewater Area

NOTE:

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STATE OF MARYLAND
JOHN BRUCE GOLDEN
PROFESSIONAL ENGINEER
5/19/2026

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OLD VIRGINIA ROAD SOLAR
EXISTING CONDITIONS PLAN
POCOMOKE CITY, WORCESTER COUNTY, MD

CLIENT CleanCapital

DATE 05/19/2026

BY	ISSUED FOR REVIEW
A	

REVISIONS

SCALE 0 25 50
1" = 50'

DR. JJS | CH. JEL
ENG. JBG | P.M. KW
BOOK
JOB 25009044
SHEET NO. C011

MATCHLINE - SHEET C014

MATCHLINE - SHEET C011

DELINEATED INTERMITTENT STREAM

CUL IHDPE 24" 15.61
CUL IHDPE 24" 15.65
36"CMP
CUL ICMP 36" CRUSHED 15.06
CUL IHDPE 24" 15.50
24"HDPE (X2)
CUL ICMP 36" CRUSHED 15.15
CUL IHDPE 24" 15.61

CUL INV 12" TERRA COTTA 16.91
CUL INV 12" TERRA COTTA 17.12
COMM CONDUIT EXPOSED
24"X36" CONC CHANNEL
CUL INV 36"X24" CONC CHANNEL 16.23
CUL ICMP 24" 16.69
24" CMP
EX BRIDGE
CUL INV 36"X24" CONC CHANNEL 15.81
CUL ICMP 24" 16.78

LANDS N.O.F. OF
FREDDIE R. FAIR, SR., ET AL
DEED SRB 7132/485
WORCESTER COUNTY TAX MAP 92
GRID 1, PARCEL 74

LANDS N.O.F. OF
POCOMOKE CITY, MARYLAND
DEED RHO 2529/376
PLAT SVH 169/45
T.M. 92, GRID 2, PARCEL 210, LOT 1

100' PROPERTY SETBACK

SITE BM
MAG NAIL CP-106
ELEV.=20.62

OLD VIRGINIA ROAD
(40' WIDE ROW)

S29°50'10"E 929.64'

12" HDPE
CUL IHDPE 12" 18.33
CUL IHDPE 12" 18.00
POND
W
ELEC OUTLET
25' WETLANDS BUFFER
CUL ICMP 18" 16.04
CUL ICMP 18" 16.39
18" CMP
OtA

CUL IRCP 24" 17.11
24" RCP
CUL IRCP 24" 17.03
EXCEPTION 5
ROW AGREEMENT WITH
THE EASTERN SHORE PUBLIC SERVICE COMPANY OF MARYLAND
& THE CHESAPEAKE & POTOMAC TELEPHONE COMPANY OF
MARYLAND
PER DEED FWH 127/213
COM CONDUIT EXPOSED
CUL APROX INACCESIBLE 18.40
UNK. STORM PIPE
CUL APROX INACCESIBLE 18.29

ELEC TRANS.
WATER SPIGOT
ELEC OUTLET

EXISTING COW HOUSE/BARN TO BE REMOVED
WATER SPIGOT

CUL IHDPE 18" 17.48
18" HDPE
CUL IHDPE 18" 17.87
WATER METER
WELL
CUL 18.99
ELEC OUTLET
ELEC OUTLET
UNK. STORM PIPE
ELEC METER
WATER SPIGOT
CUL 17.67
25' WETLANDS BUFFER
PALUSTRINE EMERGENT WETLANDS

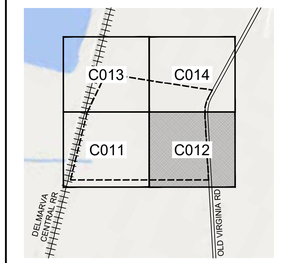
100' PROPERTY SETBACK

LANDS N.O.F. OF
STATE OF MARYLAND
DEPARTMENT OF NATURAL RESOURCES
DEED SVH 2959/230
PLAT RHO 155/38
T.M. 92, GRID 7, PARCEL 12

FOUND 2" IRON PIPE
IN CONCRETE
(HELD FOR LINE 1.91' SW OF CORNER)

PRELIMINARY - NOT ISSUED FOR CONSTRUCTION

KEY MAP
SCALE 1"=1000'



SITE LEGEND

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STATE OF MARYLAND · JOHN BRUCE GOWLAND · 21707 · PROFESSIONAL ENGINEER
5/19/2026

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ATWELL
www.atwell.com

OLD VIRGINIA ROAD SOLAR
EXISTING CONDITIONS PLAN
POCOMOKE CITY, WORCESTER COUNTY, MD

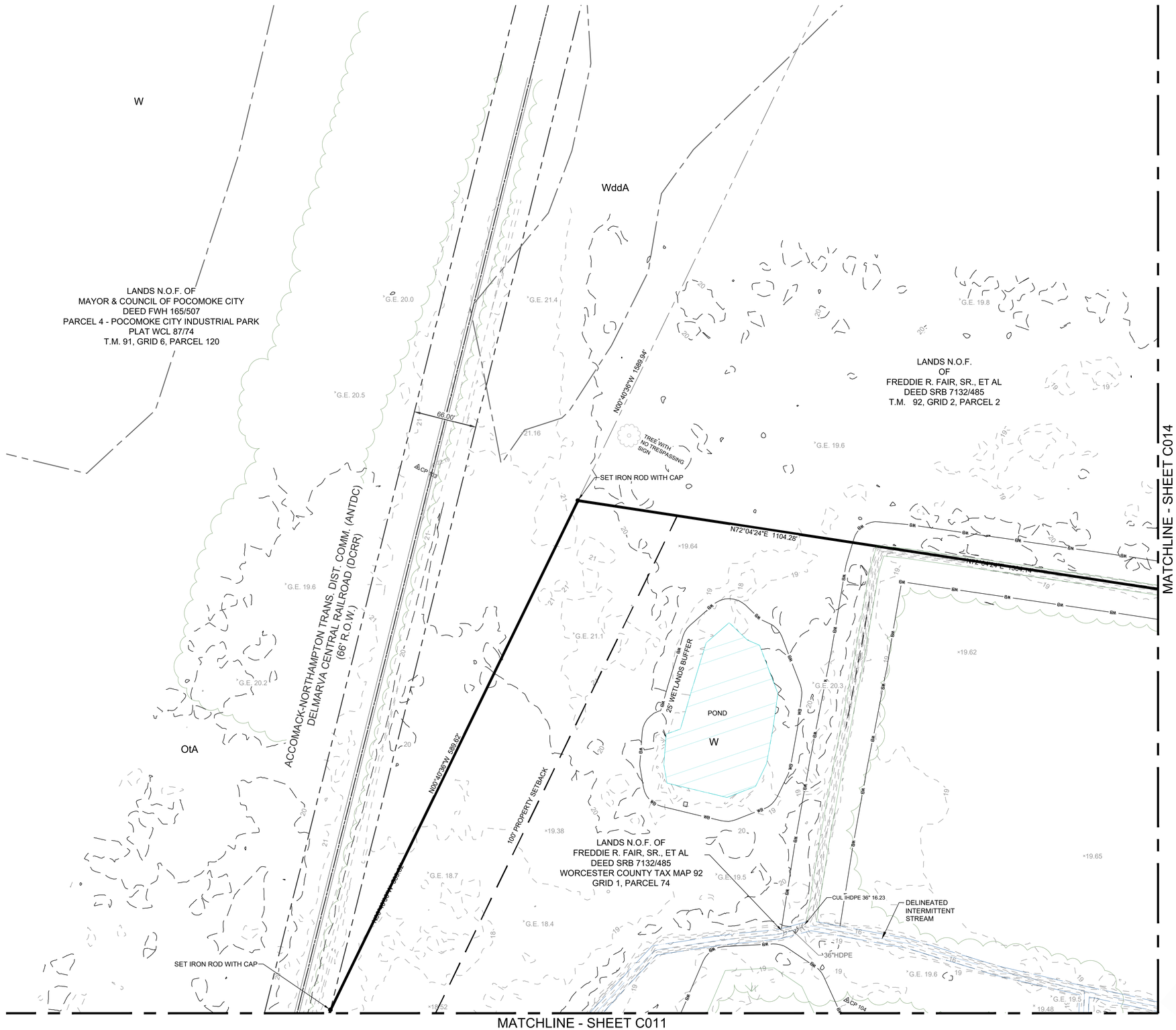
CLIENT: CleanCapital

DATE 05/19/2026
A ISSUED FOR REVIEW
B
C

REVISIONS

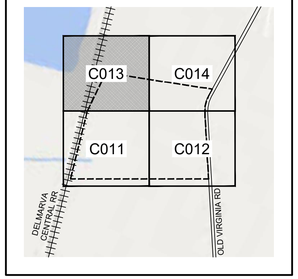
SCALE 0 25 50
1" = 50'

DR. JJS	CH. JEL
ENG. JBG	P.M. KW
BOOK	
JOB 25009044	
SHEET NO. C012	



KEY MAP

SCALE 1"=1000'



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STATE OF MARYLAND
JOHN BRUCE GONZALEZ
PROFESSIONAL ENGINEER
5/19/2026

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OLD VIRGINIA ROAD SOLAR
EXISTING CONDITIONS PLAN
POCOMOKE CITY, WORCESTER COUNTY, MD

CLIENT CleanCapital

DATE 05/19/2026

A	ISSUED FOR REVIEW
B	
C	

REVISIONS

SCALE 0 25 50
1" = 50'

DR. JJS	CH. JEL
ENG. JBG	P.M. KW
BOOK	
JOB	25009044
SHEET NO.	C013

PRELIMINARY - NOT ISSUED FOR CONSTRUCTION

MATCHLINE - SHEET C013

LANDS N.O.F.
OF
FREDDIE R. FAIR, SR., ET AL
DEED SRB 7132/485
T.M. 92, GRID 2, PARCEL 2

LANDS N.O.F. OF
F. RAY FAIR, JR. & FAYE HANSEN FAIR
DEED SVH 5041/572
PLAT WCL 104/17
T.M. 92, GRID 1, PARCEL 183

LANDS N.O.F. OF
FREDDIE R. FAIR, SR., ET AL
DEED SRB 7132/485
WORCESTER COUNTY TAX MAP 92
GRID 1, PARCEL 74

LANDS N.O.F. OF
POCOMOKE CITY, MARYLAND
DEED RHO 2529/376
PLAT SVH 169/45
T.M. 92, GRID 2, PARCEL 210, LOT 1

DELINEATED WETLAND

KeA

OtA

OLD VIRGINIA ROAD
(40' WIDE ROW)

12" HDPE

CUL IHDPE 12" 17.48

CUL IHDPE 12" 17.69

SET IRON ROD WITH C

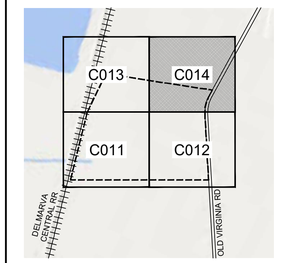
S10°21'14"W 102.60'

100'

MATCHLINE - SHEET C012

PRELIMINARY - NOT ISSUED FOR CONSTRUCTION

KEY MAP
SCALE 1"=1000'



SITE LEGEND

- PROJECT AREA / BOUNDARY
- EXISTING FENCE
- EXISTING GRAVEL DRIVE
- PALUSTRINE EMERGENT WETLANDS (PEM)
- EXISTING INTERMITTENT STREAM
- EXISTING INTERMITTENT STREAM CENTERLINE
- EXISTING LINEAR WETLAND
- EXISTING POND WETLAND
- EXISTING BUILDING / STRUCTURES
- EXISTING WETLAND BUFFER
- SOILS BOUNDARY
- EXISTING CULVERT
- EXISTING TREELINE

BENCHMARKS		
CP	NORTHING	EASTING
100	141827.04'	1729258.53'
101	141205.99'	1728113.55'
102	141931.30'	1727832.12'
103	142516.76'	1727704.38'
104	142220.55'	1728352.83'
105	142808.53'	1728717.01'
106	142427.99'	1729537.78'
107	141842.57'	1729870.42'
108	143025.22'	1729310.77'

EXISTING SOILS INFORMATION	
FadA	Fallsington sandy loams, 0 to 2 percent slopes, Northern Tidewater Area
KeA	Kentuck silt loam
OtA	Othello silt loams, 0 to 2 percent slopes, Northern Tidewater Area
W	Water
WddA	Woodstown sandy loam, 0 to 2 percent slopes, Northern Tidewater Area

NOTE:

STREAM SETBACKS AND BUFFERS ARE NOT SHOWN BECAUSE THE PROJECT DOES NOT PROPOSE CLEARING OF WOODLANDS AND IS EXEMPT FROM FOREST CONSERVATION REQUIREMENTS. AS SUCH, WORCESTER COUNTY WILL NOT REGULATE STREAM BUFFERS.

STATE OF MARYLAND
JOHN BRUCE GOULD
PROFESSIONAL ENGINEER
5/19/2026

811 Know what's below. Call before you dig.

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ATWELL
www.atwell.com

OLD VIRGINIA ROAD SOLAR

EXISTING CONDITIONS PLAN

POCOMOKE CITY, WORCESTER COUNTY, MD

CLIENT: CleanCapital

DATE 05/19/2026

A	ISSUED FOR REVIEW
B	
C	

REVISIONS

SCALE 0 25 50
1" = 50'

DR. JJS	CH. JEL
ENG. JBG	P.M. KW
BOOK	
JOB	25009044
SHEET NO.	C014

\\SAATFILEPROJECTS\25009044 CCH - OLD VIRGINIA ROAD SOLAR\DWG\ENGINEERING\CIVIL 3D DESIGN\04 PRODUCTION\EXISTING CONDITIONS.DWG 5/19/2026 3:58 PM JASON.LUTZ

LANDS N.O.F. OF
MAYOR & COUNCIL OF POCOMOKE CITY
DEED FWH 165/507
PARCEL 4 - POCOMOKE CITY INDUSTRIAL PARK
PLAT WCL 87/74
T.M. 91, GRID 6, PARCEL 120

LANDS N.O.F.
OF
FREDDIE R. FAIR, SR., ET AL
DEED SRB 7132/485
T.M. 92, GRID 2, PARCEL 2

LANDS N.O.F. OF
F. RAY FAIR, JR. & FAYE HANSEN FAIR
DEED SVH 5041/572
PLAT WCL 104/17
T.M. 92, GRID 1, PARCEL 183

LANDS N.O.F. OF
FREDDIE R. FAIR, SR., ET AL
DEED SRB 7132/485
WORCESTER COUNTY TAX MAP 92
GRID 1, PARCEL 74

LANDS N.O.F. OF
POCOMOKE CITY, MARYLAND
DEED RHO 2529/376
PLAT SVH 169/45
T.M. 92, GRID 2, PARCEL 210, LOT 1

LANDS N.O.F. OF
STATE OF MARYLAND
DEPARTMENT OF NATURAL RESOURCES
DEED SVH 2959/230, PLAT RHO 155/38
T.M. 92, GRID 7, PARCEL 12

ACCOMACK-NORTHAMPTON TRANS DIST COMM. (ANTIOCH-DELMARVA CENTRAL RAILROAD (DCRR) (80' R.O.W.)

OLD VIRGINIA ROAD (40' WIDE ROW)

SITE PROPERTY LINE (NEIGHBORING PROPERTY OF PARTICIPATING LANDOWNER)

100' PROPERTY SETBACK (TYP.)

25' WETLANDS BUFFER (TYP.)

LITTLE MILL CREEK

POND

PALUSTRINE EMERGENT WETLANDS (PEM) - CLIENT PROVIDED

(PEM)

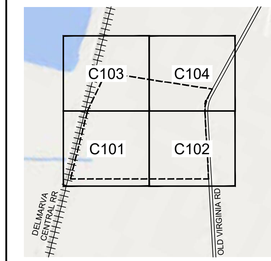
OtA

FadA

KeA

WddA

KEY MAP
SCALE 1"=1000'



SITE LEGEND

- PROJECT AREA / BOUNDARY
- PROJECT FENCE (7' MIN)
- PROJECT ROADS
- PAULSTINE EMERGENT WETLANDS (PEM)
- EXISTING INTERMITTENT STREAM
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- EXISTING POND WETLAND
- EXISTING WETLAND BUFFER
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- PROPOSED GATE
- PROPOSED MEDIUM VOLTAGE LINE
- PROPOSED BORE LOCATION
- EXISTING OVERHEAD ELECTRIC
- EXISTING STRUCTURE
- PROPOSED REINFORCED TURF MATTING
- PROPOSED PANEL
- EXISTING TREELINE

SITE DATA

PROPERTY INFORMATION:		
TOTAL AREA:	54.41 AC	
LIMIT OF DISTURBANCE:	20.46 AC	
EXISTING IMPERVIOUS		
BLDGS, ROADS, ETC:	0.20 AC	(1.0%)
EXISTING PERVIOUS		
GRASS	0.27 AC	(1.3%)
CROPS	15.61 AC	(76.3%)
MEADOWS	4.38 AC	(21.4%)
FENCED AREA IMPERVIOUS		
BLDGS, ROADS, ETC:	0.15 AC	(0.7%)
FENCED AREA PERVIOUS		
MEADOWS	18.36 AC	(89.7%)
PROPOSED IMPERVIOUS		
PADS, ROADS, ETC:	1.05 AC	(5.1%)
PROPOSED PERVIOUS		
GRASS	0.65 AC	(3.2%)
MEADOW	18.76 AC	(91.7%)

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EXISTING SOILS INFORMATION	
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STATE OF MARYLAND
JOHN BRUCE GONZALEZ
PROFESSIONAL ENGINEER
5/19/2026

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OLD VIRGINIA ROAD SOLAR

OVERALL SITE PLAN

POCOMOKE CITY, WORCESTER COUNTY, MD

CLIENT: CleanCapital

DATE	05/19/2026
A	ISSUED FOR REVIEW
B	
C	

REVISIONS

SCALE 0 25 50
1" = 50'

DR. JJS	CH. JEL
ENG. JBG	P.M. KW
BOOK	
JOB	25009044
SHEET NO.	C100

MATCHLINE - SHEET C103

LANDS N.O.F. OF
MAYOR & COUNCIL OF POCOMOKE CITY
DEED FWH 165/507
PARCEL 4 - POCOMOKE CITY INDUSTRIAL PARK
PLAT WCL 87/74
T.M. 91, GRID 6, PARCEL 120

ACCOMACK-NORTHAMPTON TRANS. DIST. COMM. (ANTDC)
DELMARVA CENTRAL RAILROAD (DCRR)
(66' R.O.W.)

100' PROPERTY SETBACK (TYP.)

LITTLE MILL CREEK

OtA

PALUSTRINE EMERGENT WETLANDS
(PEM) - CLIENT PROVIDED

LANDS N.O.F. OF
FREDDIE R. FAIR, SR., ET AL
DEED SRB 7132/485
WORCESTER COUNTY TAX MAP 92
GRID 1, PARCEL 74

1-STRING FIXED-TILT
PV RACK (TYP)

FadA

6-FT CHAIN LINK FENCE (TYP)
MD SHA STD DTL 690.01

25' WETLANDS BUFFER (TYP.)

MATCHLINE - SHEET C102

(PEM)

100' PROPERTY SETBACK (TYP.)

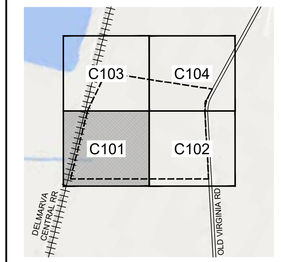
OtA

35' WIDE PROPOSED LANDSCAPE
BUFFER MEASURED FROM
PROPOSED FENCE (TYP)

LANDS N.O.F. OF
STATE OF MARYLAND
DEPARTMENT OF NATURAL RESOURCES
DEED SVH 2959/230
PLAT RHO 155/38
T.M. 92, GRID 7, PARCEL 12

PRELIMINARY - NOT ISSUED FOR CONSTRUCTION

KEY MAP
SCALE 1"=1000'



SITE LEGEND

- PROJECT AREA / BOUNDARY
- PROJECT FENCE (7' MIN)
- PROJECT ROADS
- PAULSTINE EMERGENT WETLANDS (PEM)
- EXISTING INTERMITTENT STREAM
- EXISTING LINEAR WETLAND
- EXISTING POND WETLAND
- EXISTING WETLAND BUFFER
- SOILS BOUNDARY
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- PROPOSED GATE
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- PROPOSED BORE LOCATION
- EXISTING OVERHEAD ELECTRIC
- EXISTING STRUCTURE
- PROPOSED REINFORCED TURF MATTING
- PROPOSED PANEL
- EXISTING TREELINE

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OtA	Othello silt loams, 0 to 2 percent slopes, Northern Tidewater Area
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WddA	Woodstown sandy loam, 0 to 2 percent slopes, Northern Tidewater Area

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OLD VIRGINIA ROAD SOLAR

SITE PLAN

POCOMOKE CITY, WORCESTER COUNTY, MD

CLIENT CleanCapital

DATE 05/19/2026

A	ISSUED FOR REVIEW

REVISIONS

SCALE 0 25 50
1" = 50'

DR. JJS	CH. JEL
ENG. JBG	P.M. KW
BOOK	
JOB	25009044
SHEET NO.	C101

12 - 12

MATCHLINE - SHEET C104

MATCHLINE - SHEET C101

CUSTOMER RISER POLE w/ UNFUSED CUT-OUTS POLE #C3

SITE ACCESS ACROSS EXISTING CULVERT FOR OPERATIONAL USE ONLY

PAD-MOUNTED CLUSTER MOUNT (3) 275kW STRING INVERTERS (TYP) (1) BREAKER BOX (TYP)

6-FT CHAIN LINK FENCE (TYP) MD SHA STD DTL 690.01

35' WIDE PROPOSED LANDSCAPE BUFFER MEASURED FROM PROPOSED FENCE (TYP)

1-STRING FIXED-TILT PV RACK (TYP)

LANDS N.O.F. OF
FREDDIE R. FAIR, SR., ET AL
DEED SRB 7132/485
WORCESTER COUNTY TAX MAP 92
GRID 1, PARCEL 74

LANDS N.O.F. OF
POCOMOKE CITY, MARYLAND
DEED RHO 2529/376
PLAT SVH 169/45
T.M. 92, GRID 2, PARCEL 210, LOT 1

OtA

POND

W

100' PROPERTY SETBACK (TYP.)

OLD VIRGINIA ROAD (40' WIDE ROW)

EXISTING HISTORICAL FARM HOUSE

2.8 MVA MEDIUM VOLTAGE TRANSFORMER SKID (TYP)

800 VAC SWITCH BOX (TYP)

150-FT RESIDENTIAL BUILDING SETBACK

SITE ACCESS

(PEM)

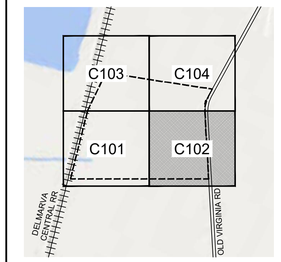
100' PROPERTY SETBACK (TYP.)

LANDS N.O.F. OF
STATE OF MARYLAND
DEPARTMENT OF NATURAL RESOURCES
DEED SVH 2959/230
PLAT RHO 155/38
T.M. 92, GRID 7, PARCEL 12

PRELIMINARY - NOT ISSUED FOR CONSTRUCTION

KEY MAP

SCALE 1"=1000'



SITE LEGEND

- PROJECT AREA / BOUNDARY
- PROJECT FENCE (7' MIN)
- PROJECT ROADS
- PAULSTINE EMERGENT WETLANDS (PEM)
- EXISTING INTERMITTENT STREAM
- EXISTING LINEAR WETLAND
- EXISTING POND WETLAND
- EXISTING WETLAND BUFFER
- SOILS BOUNDARY
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- PROPOSED GATE
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- PROPOSED BORE LOCATION
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- PROPOSED REINFORCED TURF MATTING
- PROPOSED PANEL
- EXISTING TREELINE

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OLD VIRGINIA ROAD SOLAR

SITE PLAN

POCOMOKE CITY, WORCESTER COUNTY, MD

CLIENT CleanCapital

DATE 05/19/2026

BY	DESCRIPTION
A	ISSUED FOR REVIEW

REVISIONS

SCALE 0 25 50
1" = 50'

DR. JJS	CH. JEL
ENG. JBG	P.M. KW
BOOK	
JOB	25009044
SHEET NO.	C102

STATE OF MARYLAND
JOHN BRUCE GOLDEN
No. 21701
PROFESSIONAL ENGINEER
5/19/2026

LANDS N.O.F. OF
MAYOR & COUNCIL OF POCOMOKE CITY
DEED FWH 165/507
PARCEL 4 - POCOMOKE CITY INDUSTRIAL PARK
PLAT WCL 87/74
T.M. 91, GRID 6, PARCEL 120

ACCOMACK-NORTHAMPTON TRANS. DIST. COMM. (ANTDC)
DELMARVA CENTRAL RAILROAD (DCRR)
(66' R.O.W.)

WddA

OtA

LANDS N.O.F.
OF
FREDDIE R. FAIR, SR., ET AL
DEED SRB 7132/485
T.M. 92, GRID 2, PARCEL 2

OtA

MATCHLINE - SHEET C104

100' PROPERTY SETBACK (TYP.)

POND

W

1-STRING FIXED-TILT
PV RACK (TYP)

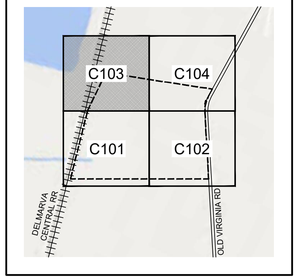
6-FT CHAIN LINK FENCE (TYP)
MD SHA STD DTL 690.01

LANDS N.O.F. OF
FREDDIE R. FAIR, SR., ET AL
DEED SRB 7132/485
WORCESTER COUNTY TAX MAP 92
GRID 1, PARCEL 74

OtA

MATCHLINE - SHEET C101

KEY MAP
SCALE 1"=1000'



SITE LEGEND

- PROJECT AREA / BOUNDARY
- X — PROJECT FENCE (7' MIN)
- PROJECT ROADS
- PAULSTINE EMERGENT WETLANDS (PEM)
- EXISTING INTERMITTENT STREAM
- EXISTING LINEAR WETLAND
- EXISTING POND WETLAND
- WB — EXISTING WETLAND BUFFER
- SOILS BOUNDARY
- LIMITS OF DISTURBANCE / CONSTRUCTION
- EXISTING CULVERT
- PROPOSED LANDSCAPE BUFFER
- EQUIPMENT LAYDOWN AND STAGING AREA
- PROPOSED GATE
- MV — PROPOSED MEDIUM VOLTAGE LINE
- PROPOSED BORE LOCATION
- OHE — EXISTING OVERHEAD ELECTRIC
- EXISTING STRUCTURE
- PROPOSED REINFORCED TURF MATTING
- PROPOSED PANEL
- EXISTING TREELINE

811
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OLD VIRGINIA ROAD SOLAR

SITE PLAN

POCOMOKE CITY, WORCESTER COUNTY, MD

CLIENT CleanCapital

DATE 05/19/2026

A	ISSUED FOR REVIEW
B	
C1	

REVISIONS

SCALE 0 25 50
1" = 50'

DR. JJS	CH. JEL
ENG. JBG	P.M. KW
BOOK	
JOB 25009044	
SHEET NO. C103	

STATE OF MARYLAND
JOHN BRUCE GOULD
21677
PROFESSIONAL ENGINEER
5/19/2026

PRELIMINARY - NOT ISSUED FOR CONSTRUCTION

MATCHLINE - SHEET C103

LANDS N.O.F.
OF
FREDDIE R. FAIR, SR., ET AL
DEED SRB 7132/485
T.M. 92, GRID 2, PARCEL 2

LANDS N.O.F. OF
F. RAY FAIR, JR. & FAYE HANSEN FAIR
DEED SVH 5041/572
PLAT WCL 104/17
T.M. 92, GRID 1, PARCEL 183

OtA

150-FT RESIDENTIAL BUILDING SETBACK

EXISTING HOUSE (PARTICIPATING PROPERTY OWNER)

SITE PROPERTY LINE
(NEIGHBORING PROPERTY OF PARTICIPATING LANDOWNER)

1-STRING FIXED-TILT PV RACK (TYP)

6-FT CHAIN LINK FENCE (TYP)
MD SHA STD DTL 690.01

OLD VIRGINIA ROAD
(40' WIDE ROW)

LANDS N.O.F. OF
POCOMOKE CITY, MARYLAND
DEED RHO 2529/376
PLAT SVH 169/45
T.M. 92, GRID 2, PARCEL 210, LOT 1

35' WIDE PROPOSED LANDSCAPE BUFFER MEASURED FROM PROPOSED FENCE (TYP)

100' PROPERTY SETBACK (TYP.)

OtA

LANDS N.O.F. OF
FREDDIE R. FAIR, SR., ET AL
DEED SRB 7132/485
WORCESTER COUNTY TAX MAP 92
GRID 1, PARCEL 74

24" RCP CULVERT UNDER DRIVEWAY

SITE ACCESS FOR OPERATIONAL USE ONLY

UTILITY POLE RECLOSER POLE #U1

POINT OF INTERCONNECTION

CUSTOMER-OWNED POLE w/ UTILITY METER POLE #U2

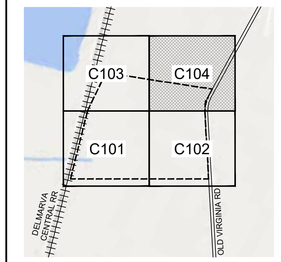
CUSTOMER-OWNED POLE w/ GOAB POLE #C1

CUSTOMER RECLOSER POLE POLE #C2

MATCHLINE - SHEET C102

PRELIMINARY - NOT ISSUED FOR CONSTRUCTION

KEY MAP
SCALE 1"=1000'



SITE LEGEND

- PROJECT AREA / BOUNDARY
- PROJECT FENCE (7' MIN)
- PROJECT ROADS
- PAULSTINE EMERGENT WETLANDS (PEM)
- EXISTING INTERMITTENT STREAM
- EXISTING LINEAR WETLAND
- EXISTING POND WETLAND
- EXISTING WETLAND BUFFER
- SOILS BOUNDARY
- LIMITS OF DISTURBANCE / CONSTRUCTION
- EXISTING CULVERT
- PROPOSED LANDSCAPE BUFFER
- EQUIPMENT LAYDOWN AND STAGING AREA
- PROPOSED GATE
- PROPOSED MEDIUM VOLTAGE LINE
- PROPOSED BORE LOCATION
- EXISTING OVERHEAD ELECTRIC
- EXISTING STRUCTURE
- PROPOSED REINFORCED TURF MATTING
- PROPOSED PANEL
- EXISTING TREELINE

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OLD VIRGINIA ROAD SOLAR

SITE PLAN

POCOMOKE CITY, WORCESTER COUNTY, MD

CLIENT
CleanCapital

DATE 05/19/2026

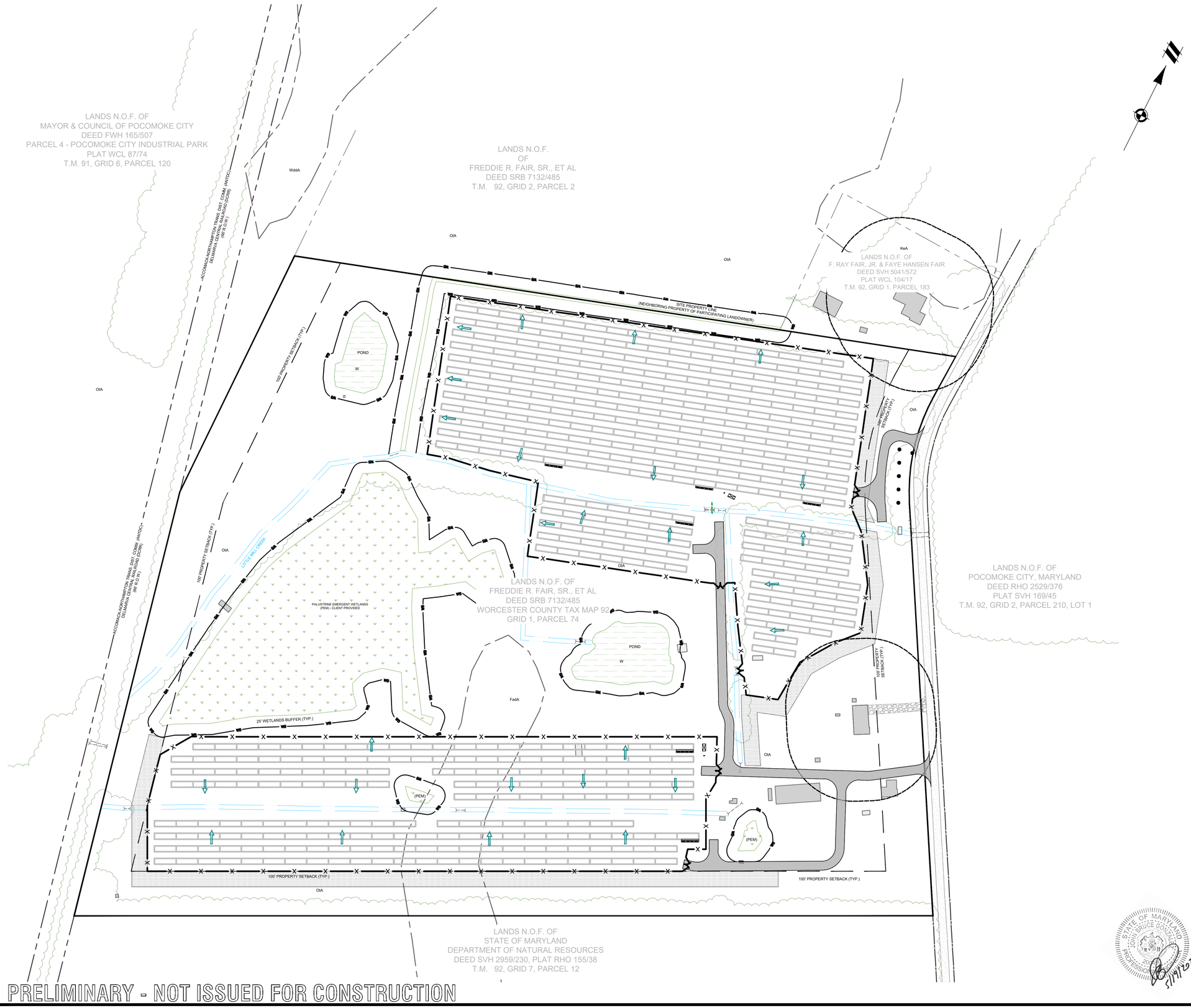
A	ISSUED FOR REVIEW

REVISIONS

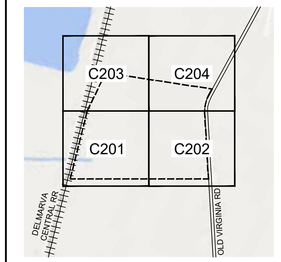
SCALE 0 25 50
1" = 50'

DR. JJS	CH. JEL
ENG. JBG	P.M. KW
BOOK	
JOB	25009044
SHEET NO.	C104

STATE OF MARYLAND — JOHN BRUCE GOLDEN — PROFESSIONAL ENGINEER
5/19/2026



KEY MAP
SCALE 1"=1000'



SITE LEGEND

- PROJECT AREA / BOUNDARY
- X — PROJECT FENCE (7' MIN)
- PROJECT ROADS
- PAULSTINE EMERGENT WETLANDS (PEM)
- EXISTING INTERMITTENT STREAM
- EXISTING LINEAR WETLAND
- EXISTING POND WETLAND
- WB — EXISTING WETLAND BUFFER
- SOILS BOUNDARY
- LIMITS OF DISTURBANCE / CONSTRUCTION
- EXISTING CULVERT
- PROPOSED LANDSCAPE BUFFER
- EQUIPMENT LAYDOWN AND STAGING AREA
- PROPOSED GATE
- MV — PROPOSED MEDIUM VOLTAGE LINE
- PROPOSED BORE LOCATION
- PROPOSED FLOW DIRECTION
- OHE — EXISTING OVERHEAD ELECTRIC
- EXISTING STRUCTURE
- PROPOSED REINFORCED TURF MATTING
- PROPOSED PANEL
- EXISTING TREELINE

SITE DATA

PROPERTY INFORMATION:		
TOTAL AREA:	54.41 AC	
LIMIT OF DISTURBANCE:	20.46 AC	
EXISTING IMPERVIOUS		
BLDGS, ROADS, ETC:	0.20 AC	(1.0%)
EXISTING PERVIOUS		
GRASS	0.27 AC	(1.3%)
CROPS	15.61 AC	(76.3%)
MEADOWS	4.38 AC	(21.4%)
PROPOSED IMPERVIOUS		
PADS, ROADS, ETC:	1.05 AC	(5.1%)
PROPOSED PERVIOUS		
GRASS	0.65 AC	(3.2%)
MEADOW	18.76 AC	(91.7%)

NOTE:

STREAM SETBACKS AND BUFFERS ARE NOT SHOWN BECAUSE THE PROJECT DOES NOT PROPOSE CLEARING OF WOODLANDS AND IS EXEMPT FROM FOREST CONSERVATION REQUIREMENTS. AS SUCH, WORCESTER COUNTY WILL NOT REGULATE STREAM BUFFERS.

STATE OF MARYLAND
JOHN BRUCE GONZALEZ
PROFESSIONAL ENGINEER
5/19/2026

PRELIMINARY - NOT ISSUED FOR CONSTRUCTION

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OLD VIRGINIA ROAD SOLAR

OVERALL GRADING & DRAINAGE PLAN

POCOMOKE CITY, WORCESTER COUNTY, MD

CLIENT CleanCapital

DATE 05/19/2026

A ISSUED FOR REVIEW
B
C

REVISIONS

SCALE 0 25 50
1" = 50'

DR. JJS	CH. JEL
ENG. JBG	P.M. KW
BOOK	
JOB 25009044	
SHEET NO. C200	

MATCHLINE - SHEET C203

LANDS N.O.F. OF
MAYOR & COUNCIL OF POCOMOKE CITY
DEED FWH 165/507
PARCEL 4 - POCOMOKE CITY INDUSTRIAL PARK
PLAT WCL 87/74
T.M. 91, GRID 6, PARCEL 120

ACCOMACK-NORTHAMPTON TRANS. DIST. COMM. (ANTDC)
DELMARVA CENTRAL RAILROAD (DCRR)
(66' R.O.W.)

100' PROPERTY SETBACK (TYP.)

LITTLE MILL CREEK

OtA

PALUSTRINE EMERGENT WETLANDS
(PEM) - CLIENT PROVIDED

LANDS N.O.F. OF
FREDDIE R. FAIR, SR., ET AL
DEED SRB 7132/485
WORCESTER COUNTY TAX MAP 92
GRID 1, PARCEL 74

1-STRING FIXED-TILT
PV RACK (TYP)

FadA

6-FT CHAIN LINK FENCE (TYP)
MD SHA STD DTL 690.01

25' WETLANDS BUFFER (TYP.)

LOD

(PEM)

100' PROPERTY SETBACK (TYP.)

OtA

6-FT CHAIN LINK FENCE (TYP)
MD SHA STD DTL 690.01

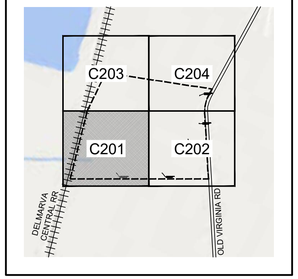
35' WIDE PROPOSED LANDSCAPE
BUFFER MEASURED FROM
PROPOSED FENCE (TYP)

MATCHLINE - SHEET C202

LANDS N.O.F. OF
STATE OF MARYLAND
DEPARTMENT OF NATURAL RESOURCES
DEED SVH 2959/230
PLAT RHO 155/38
T.M. 92, GRID 7, PARCEL 12

PRELIMINARY - NOT ISSUED FOR CONSTRUCTION

KEY MAP
SCALE 1"=1000'



SITE LEGEND

- PROJECT AREA / BOUNDARY
- PROJECT FENCE (7' MIN)
- PROJECT ROADS
- PAULSTINE EMERGENT WETLANDS (PEM)
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- PROPOSED BORE LOCATION
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- EXISTING STRUCTURE
- PROPOSED REINFORCED TURF MATTING
- PROPOSED PANEL
- EXISTING TREELINE

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STATE OF MARYLAND
JOHN BRUCE GONZALEZ
PROFESSIONAL ENGINEER
5/14/2026

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OLD VIRGINIA ROAD SOLAR

GRADING & DRAINAGE PLAN

POCOMOKE CITY, WORCESTER COUNTY, MD

CLIENT
CleanCapital

DATE 05/19/2026

A ISSUED FOR REVIEW
B
C

REVISIONS

SCALE 0 25 50
1" = 50'

DR. JJS	CH. JEL
ENG. JBG	P.M. KW
BOOK	
JOB 25009044	
SHEET NO. C201	

I:\SAVE\1\PROJECTS\25009044 CCH - OLD VIRGINIA ROAD SOLAR\DWG\SIGNAL\ENGCIVIL 22\ 25009044 PRODUCTION\C200 GRADE PLAN.DWG 5/19/2026 4:47 PM JASON LUTZ

MATCHLINE - SHEET C204

MATCHLINE - SHEET C201

CUSTOMER RISER POLE w/ UNFUSED CUT-OUTS POLE #C3

PROPOSED ROAD CENTERLINE: 19.04

PAD-MOUNTED CLUSTER MOUNT (3) 275kW STRING INVERTERS (TYP) (1) BREAKER BOX (TYP)

6-FT CHAIN LINK FENCE (TYP) MD SHA STD DTL 690.01

35' WIDE PROPOSED LANDSCAPE BUFFER MEASURED FROM PROPOSED FENCE (TYP)

1-STRING FIXED-TILT PV RACK (TYP)

SITE ACCESS ACROSS EXISTING CULVERT FOR OPERATIONAL USE ONLY

PROPOSED ROAD CENTERLINE: 18.83

PROPOSED ROAD CENTERLINE: 18.98

OtA

EXISTING STREAM CROSSING w/ CULVERT (TYP)

1-STRING FIXED-TILT PV RACK (TYP)

PROPOSED ROAD CENTERLINE: 19.01

LANDS N.O.F. OF FREDDIE R. FAIR, SR., ET AL DEED SRB 7132/485 WORCESTER COUNTY TAX MAP 92 GRID 1, PARCEL 74

POND

W

PROPOSED ROAD CENTERLINE: 19.34

SITE ACCESS ACROSS EXISTING CULVERT FOR OPERATIONAL USE ONLY

PROPOSED ROAD CENTERLINE: 20.08

100' PROPERTY SETBACK (TYP.)

35' WIDE PROPOSED LANDSCAPE BUFFER MEASURED FROM PROPOSED FENCE (TYP)

EXISTING HISTORICAL FARM HOUSE

EXISTING HISTORICAL FARM HOUSE

150' RESIDENTIAL BUILDING SETBACK

LANDS N.O.F. OF POCOMOKE CITY, MARYLAND DEED RHO 2529/376 PLAT SVH 169/45 T.M. 92, GRID 2, PARCEL 210, LOT 1

2.8 MVA MEDIUM VOLTAGE TRANSFORMER SKID (TYP)

PAD-MOUNTED CLUSTER MOUNT (3) 275kW STRING INVERTERS (TYP) (1) BREAKER BOX (TYP)

800 VAC SWITCH BOX (TYP)

6-FT CHAIN LINK FENCE (TYP) MD SHA STD DTL 690.01

PROPOSED ROAD CENTERLINE: 20.31

PROPOSED ROAD CENTERLINE: 20.60

PROPOSED ROAD CENTERLINE: 21.02

PROPOSED ROAD CENTERLINE: 21.30

PROPOSED ROAD CENTERLINE: 20.98

PROPOSED ROAD CENTERLINE: 20.89

SITE ACCESS

150-FT RESIDENTIAL BUILDING SETBACK

PROPOSED ROAD CENTERLINE: 20.91

1-STRING FIXED-TILT PV RACK (TYP)

PROPOSED ROAD CENTERLINE: 20.88

(PEM)

PROPOSED ROAD CENTERLINE: 20.65

EQUIPMENT LAYDOWN, PARKING, AND TEMPORARY STAGING AREA

PROPOSED ROAD CENTERLINE: 20.92

PROPOSED ROAD CENTERLINE: 20.83

100' PROPERTY SETBACK (TYP.)

PROPOSED ROAD CENTERLINE: 20.91

35' WIDE PROPOSED LANDSCAPE BUFFER MEASURED FROM PROPOSED FENCE (TYP)

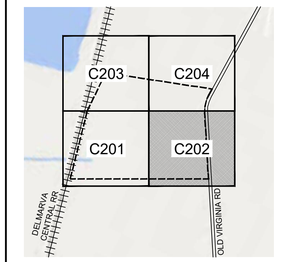
PAD-MOUNTED CLUSTER MOUNT (3) 275kW STRING INVERTERS (TYP) (1) BREAKER BOX (TYP)

LANDS N.O.F. OF STATE OF MARYLAND DEPARTMENT OF NATURAL RESOURCES DEED SVH 2959/230 PLAT RHO 155/38 T.M. 92, GRID 7, PARCEL 12

PRELIMINARY - NOT ISSUED FOR CONSTRUCTION

KEY MAP

SCALE 1"=1000'



SITE LEGEND

- PROJECT AREA / BOUNDARY
- PROJECT FENCE (7' MIN)
- PROJECT ROADS
- PAULSTINE EMERGENT WETLANDS (PEM)
- EXISTING INTERMITTENT STREAM
- EXISTING LINEAR WETLAND
- EXISTING POND WETLAND
- EXISTING WETLAND BUFFER
- SOILS BOUNDARY
- LIMITS OF DISTURBANCE / CONSTRUCTION
- EXISTING CULVERT
- PROPOSED LANDSCAPE BUFFER
- EQUIPMENT LAYDOWN AND STAGING AREA
- PROPOSED GATE
- PROPOSED MEDIUM VOLTAGE LINE
- PROPOSED BORE LOCATION
- PROPOSED FLOW DIRECTION
- EXISTING OVERHEAD ELECTRIC
- EXISTING STRUCTURE
- PROPOSED REINFORCED TURF MATTING
- PROPOSED PANEL
- EXISTING TREELINE

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OLD VIRGINIA ROAD SOLAR

GRADING & DRAINAGE PLAN

POCOMOKE CITY, WORCESTER COUNTY, MD

CLIENT CleanCapital

DATE 05/19/2026

A	ISSUED FOR REVIEW
B	
C1	

REVISIONS

SCALE 0 25 50 — 1" = 50'

DR. JJS	CH. JEL
ENG. JBG	P.M. KW
BOOK	
JOB	25009044
SHEET NO.	C202

STATE OF MARYLAND JOHN BRUCE GOULD II PROFESSIONAL ENGINEER 5/19/2026

LANDS N.O.F. OF
MAYOR & COUNCIL OF POCOMOKE CITY
DEED FWH 165/507
PARCEL 4 - POCOMOKE CITY INDUSTRIAL PARK
PLAT WCL 87/74
T.M. 91, GRID 6, PARCEL 120

ACCOMACK-NORTHAMPTON TRANS. DIST. COMM. (AN'TDC)
DELMARVA CENTRAL RAILROAD (DCRR)
(66' R.O.W.)

WddA

LANDS N.O.F.
OF
FREDDIE R. FAIR, SR., ET AL
DEED SRB 7132/485
T.M. 92, GRID 2, PARCEL 2

OtA

MATCHLINE - SHEET C204

1-STRING FIXED-TILT
PV RACK (TYP)

100' PROPERTY SETBACK (TYP.)

POND

W

OtA

LANDS N.O.F. OF
FREDDIE R. FAIR, SR., ET AL
DEED SRB 7132/485
WORCESTER COUNTY TAX MAP 92
GRID 1, PARCEL 74

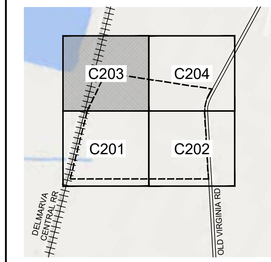
6-FT CHAIN LINK FENCE (TYP)
MD SHA STD DTL 690.01

LOD

MATCHLINE - SHEET C201

PRELIMINARY - NOT ISSUED FOR CONSTRUCTION

KEY MAP
SCALE 1"=1000'



SITE LEGEND

- PROJECT AREA / BOUNDARY
- X — PROJECT FENCE (7' MIN)
- PROJECT ROADS
- PAULSTINE EMERGENT WETLANDS (PEM)
- EXISTING INTERMITTENT STREAM
- EXISTING LINEAR WETLAND
- EXISTING POND WETLAND
- WB — EXISTING WETLAND BUFFER
- SOILS BOUNDARY
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- EXISTING CULVERT
- PROPOSED LANDSCAPE BUFFER
- EQUIPMENT LAYDOWN AND STAGING AREA
- PROPOSED GATE
- MV — PROPOSED MEDIUM VOLTAGE LINE
- PROPOSED BORE LOCATION
- PROPOSED FLOW DIRECTION
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- PROPOSED REINFORCED TURF MATTING
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OLD VIRGINIA ROAD SOLAR
GRADING & DRAINAGE PLAN
POCOMOKE CITY, WORCESTER COUNTY, MD

CLIENT CleanCapital

DATE 05/19/2026

A	ISSUED FOR REVIEW
B	
C	

REVISIONS

SCALE 0 25 50
1" = 50'

DR. JJS	CH. JEL
ENG. JBG	P.M. KW
BOOK	
JOB	25009044
SHEET NO.	C203

STATE OF MARYLAND
JOHN BRUCE GONZALEZ
PROFESSIONAL ENGINEER
5/19/2026

MATCHLINE - SHEET C203

MATCHLINE - SHEET C202

LANDS N.O.F.
OF
FREDDIE R. FAIR, SR., ET AL
DEED SRB 7132/485
T.M. 92, GRID 2, PARCEL 2

LANDS N.O.F. OF
F. RAY FAIR, JR. & FAYE HANSEN FAIR
DEED SVH 5041/572
PLAT WCL 104/17
T.M. 92, GRID 1, PARCEL 183

LANDS N.O.F. OF
FREDDIE R. FAIR, SR., ET AL
DEED SRB 7132/485
WORCESTER COUNTY TAX MAP 92
GRID 1, PARCEL 74

LANDS N.O.F. OF
POCOMOKE CITY, MARYLAND
DEED RHO 2529/376
PLAT SVH 169/45
T.M. 92, GRID 2, PARCEL 210, LOT 1

150' RESIDENTIAL
BUILDING SETBACK

EXISTING HOUSE
(PARTICIPATING PROPERTY OWNER)

150-FT RESIDENTIAL
BUILDING SETBACK

EXISTING HOUSE
(PARTICIPATING
PROPERTY OWNER)

SITE PROPERTY LINE
(NEIGHBORING PROPERTY OF PARTICIPATING LANDOWNER)

1-STRING FIXED-TILT
PV RACK (TYP)

6-FT CHAIN LINK FENCE (TYP)
MD SHA STD DTL 690.01

35' WIDE PROPOSED LANDSCAPE
BUFFER MEASURED FROM
PROPOSED FENCE (TYP)

100' PROPERTY
SETBACK (TYP)

PROPOSED ROAD
CENTERLINE: 19.63

PROPOSED ROAD
CENTERLINE: 19.89

PROPOSED ROAD
CENTERLINE: 19.72

24" RCP CULVERT
UNDER DRIVEWAY

SITE ACCESS FOR
OPERATIONAL USE ONLY

UTILITY POLE RECLOSER
POLE #U1

POINT OF INTERCONNECTION

CUSTOMER-OWNED POLE
w/ UTILITY METER
POLE #U2

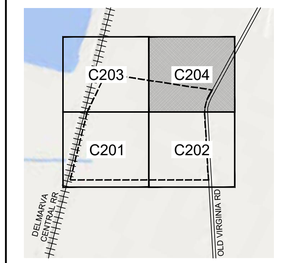
CUSTOMER-OWNED
POLE w/ GOAB
POLE #C1

CUSTOMER RECLOSER POLE
POLE #C2

OtA

LOD

KEY MAP
SCALE 1"=1000'



SITE LEGEND

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PRELIMINARY - NOT ISSUED FOR CONSTRUCTION

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OLD VIRGINIA ROAD SOLAR

GRADING & DRAINAGE PLAN

POCOMOKE CITY, WORCESTER COUNTY, MD

CLIENT
CleanCapital

DATE	05/19/2026
A	ISSUED FOR REVIEW
B	
C1	

REVISIONS

SCALE 0 25 50
1" = 50'

DR. JJS	CH. JEL
ENG. JBG	P.M. KW
BOOK	
JOB	25009044
SHEET NO.	C204

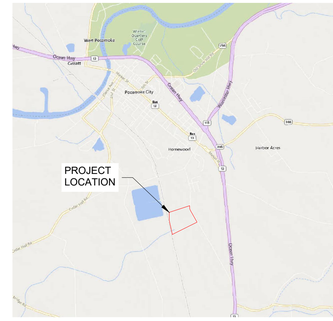
STATE OF MARYLAND
JOHN BRUCE GOSLEE
PROFESSIONAL ENGINEER
5/19/2026

\\SAATL1\PROJECTS\25009044 CCH - OLD VIRGINIA ROAD SOLAR\DWG\ENGINEERING\CIVIL 3D DESIGN\04 PRODUCTION\C3D 2026\DETAILS\DWG 2 FIGURE 4 PM JASON LUTZ



VICINITY MAP

SCALE 1"=5,000'



SITE DATA

SITE OVERVIEW:	
DC CAPACITY:	7.74 MW
AC CAPACITY @POI	4.95 MW
DC/AC @POI:	1.56
COORDINATES:	LAT: 38.047767
	LON: -75.553220
LOD AREA:	20.2 AC
PV MODULES:	
MANUFACTURER:	VSUN
MODEL:	VSUN590N-144BMH-DG
NAMEPLATE:	590 W
QUANTITY:	13,130
STRING SIZE:	26
INVERTERS:	
MANUFACTURER:	CHINT POWER
MODEL:	SCH275KTL-36
NAMEPLATE:	275kW
QUANTITY:	18
TRACKER:	
MANUFACTURER:	GAMECHANGE
MODEL:	MAXSPAN
TILT:	20°
PITCH:	28'-2"
GCR:	50%
QTY:	505

SITE LEGEND

- PROJECT AREA
- PROJECT FENCE
- PROJECT ROADS
- EXISTING WETLANDS
- EXISTING CULVERT
- EXISTING STREAM
- MV CIRCUIT
- BORE LOCATION
- 25' WETLAND BUFFER
- 150' BUILDING SETBACK
- 100' PROPERTY LINE SETBACK
- 5' STREAM BUFFER
- PAD-MOUNTED CLUSTER MOUNT STRING INVERTERS & BREAKER BOX
- TRANSFORMER SKID
- LANDSCAPE BUFFER
- LIMIT OF DISTURBANCE
- EXISTING OVERHEAD ELECTRIC

811 Know what's below. Call before you dig.

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OLD VIRGINIA ROAD SOLAR
PROPOSED LAYOUT
POCOMOKE CITY, MD

CLIENT: CleanCapital

DATE 5/19/26

A	ISSUED FOR REVIEW
B	ISSUED FOR REVIEW
C	ISSUED FOR REVIEW
D	ISSUED FOR REVIEW
E	ISSUED FOR REVIEW
F	ISSUED FOR REVIEW
G	ISSUED FOR REVIEW
H	ISSUED FOR REVIEW
I	ISSUED FOR REVIEW
J	ISSUED FOR REVIEW
K	ISSUED FOR REVIEW

REVISIONS

SCALE 0 50 100
1"=100'

DR. JPD	CH. CL
ENG. VP	P.M. NS
BOOK	
JOB 25009044	
SHEET NO. OLDVIRGINIARD-E-100	

CAD FILE: OLDVIRGINIARD-E-100.DWG

DATA SUPPLIED BY ESRI/MAXAR | CDR - OLD VIRGINIA ROAD SOLAR/CAD/CAD/CAD/ELECTRICAL/ENVIRONMENTAL/DRAWINGS & DESIGNS/ESRI/ESRI 3.4.3 PM 2 SHEET.MXD

PRELIMINARY - NOT ISSUED FOR CONSTRUCTION

ENVIRONMENTAL REVIEW DOCUMENT

CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

OLD VIRGINIA ROAD SOLAR PROJECT

1521 Old Virginia Road, Pocomoke City, Worcester County, Maryland

Submitted to:

Maryland Public Service Commission
6 St Paul Street #1600
Baltimore, MD 21202

Prepared for:

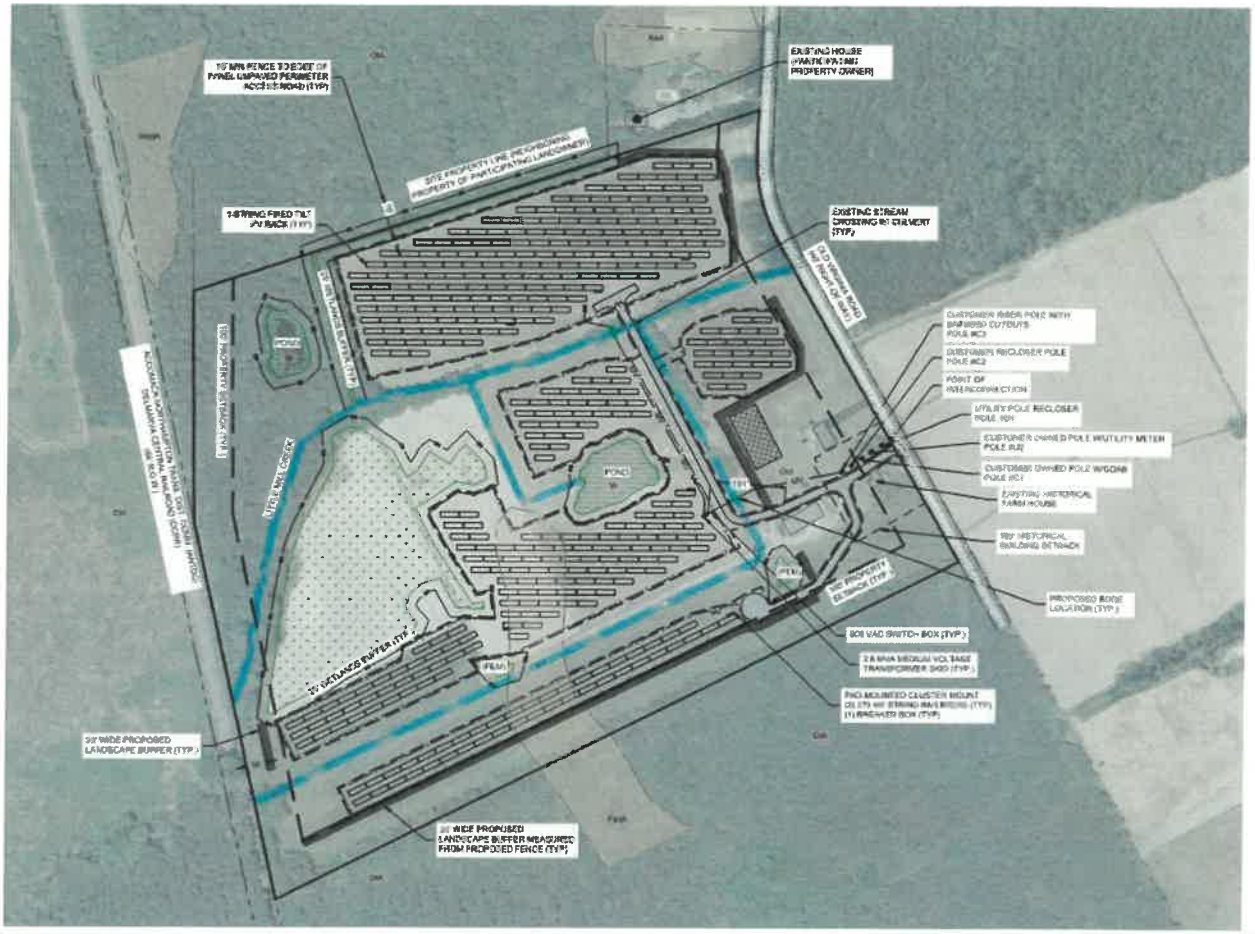
Clean Capital, LLC
230 Park Avenue, Suite 290
New York, NY 10169

Prepared by:
Atwell, LLC

Environmental Review Document

Old Virginia Road Solar

1521 Old Virginia Road, Pocomoke
City, Worcester County, Maryland



Applicant/Prepared for:

Clean Capital Holdings, LLC
230 Park Avenue, Suite 290
New York, NY 10169

Prepared by:

Atwell, LLC
11721 Woodmore Road, Suite 200
Mitchellville, MD 20721

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1.0 PROJECT OVERVIEW

Clean Capital Holdings, LLC (the "Applicant") proposes to develop a 4.95 megawatt alternating current ("MWac") photovoltaic ("PV") solar project in Pocomoke City, Worcester County (the "County"), Maryland ("MD"). The Applicant is applying to the Maryland Public Service Commission (the "Commission") for a Certificate of Public Convenience and Necessity ("CPCN") for the Old Virginia Road Solar Project (the "Project"). A Conceptual Site Plan for the Project is included as **Appendix A**.

Based on site limitations and environmental constraints, the Project is anticipated to occupy approximately 20.6-acres of a 54.4 acre property (the "Property") located at 1521 Old Virginia Road. The Property (Tax Map 92, Grid 1, Parcel 74 in Worcester County) is owned by Freddie R. Fair Sr. & Phyllis B. Fair & Freddie Ray Fair Jr. and the Project area will be leased to the Applicant for the development of the proposed ground-mounted, solar facility. The land that the Project will occupy constitutes the site (the "Site"). The Site primarily consists of gravel roads, dirt trails and a concrete staging area that was previously used as a landscaping business. The Property location and land features near the Property are more clearly illustrated in **Appendix A**.

The Project site provides a suitable buildable area to accommodate a 4.95 MW AC solar energy system that will support approximately 797 households at 9,654 MWh/year and displace 6,310 tons of carbon dioxide ("CO2") emissions per year. Over the thirty (30) year lifespan of this Project, approximately 189,300 tons of CO2 emissions should be displaced by the Project. By increasing the share of renewable energy in Maryland's energy mix, the Project aligns with the State's goal of reaching fifty percent (50%) renewable energy by the year 2030.

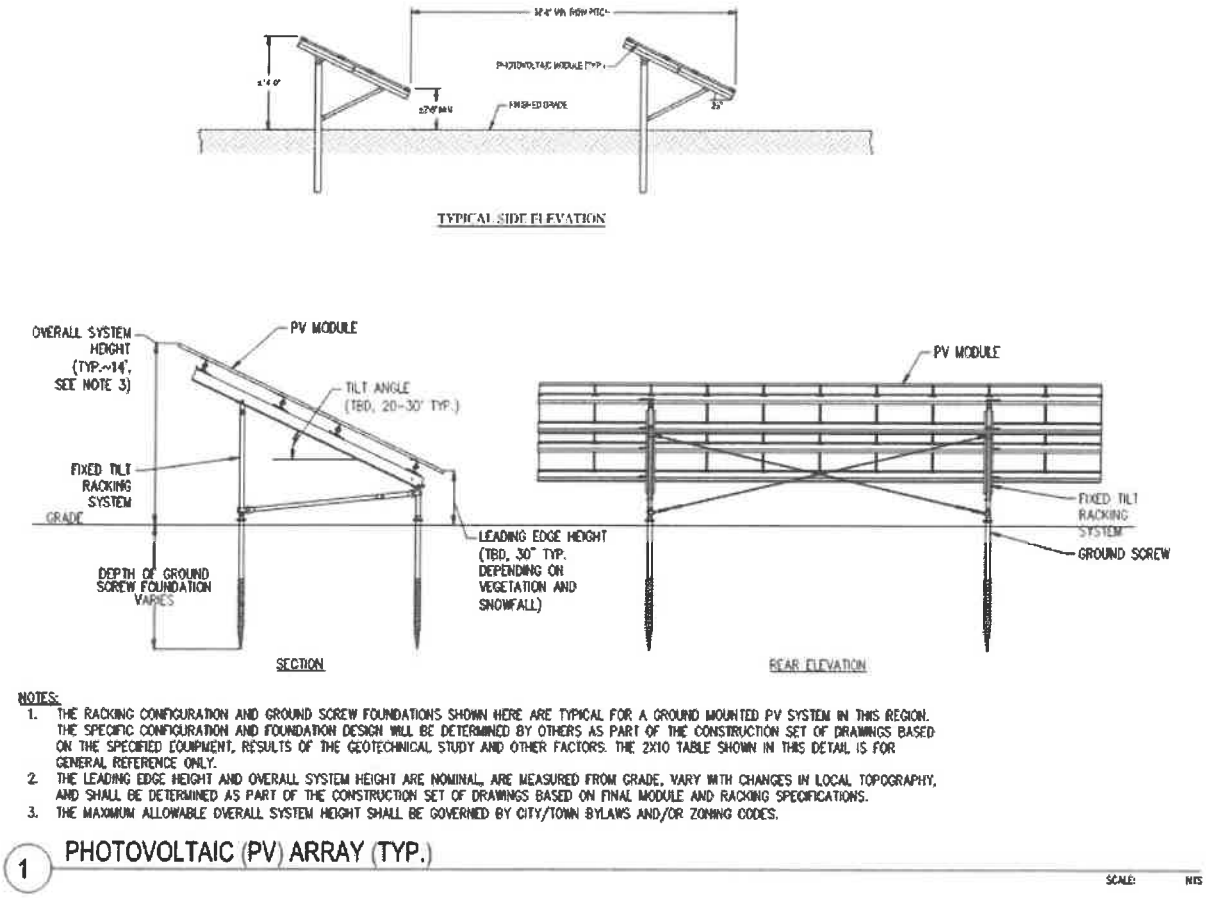
The total generating capacity for the Project is anticipated to be 4,950 kilowatts alternating current ("kWac") (4.95 MWac). Interconnection to the electric distribution grid will occur through a direct feeder back to the utility substation with a 12.47 kV circuit.

As currently designed, the PV arrays will be ground-mounted on fixed-tilt racking systems consisting of galvanized steel posts and galvanized steel or aluminum structures at a resting angle of twenty (20) degrees. The Applicant currently estimates approximately 10,582 PV panel modules will be used, each rated at 590 watts pending ("Wp") available supply or technological advancements closer to construction. The panels will have a typical height of approximately nine (9) feet. A solar panel design is shown as **Figure 1**. The space between rows will be determined during final design but at minimum will be equal to or greater than the panels horizontal width in order to meet Maryland Department of the Environment ("MDE") Stormwater Guidelines. The solar panels will be designed to withstand snow, and wind loads in accordance with the International Building Code ("IBC") 2018.

The Project does not anticipate impacts to other applicable federal, state, regional, and local

regulations, plans, or programs. Further, references to each appropriate agency with authority to review, evaluate, or comment on behalf of the plan or program are shown in **Table 1**. There are no other known review agencies anticipated for the Project.

Figure 1 – Solar Array Schematic



In addition to the CPCN and MDE JPA pre application meeting, the Project will require National Pollutant Discharge Elimination System ("NPDES") stormwater permit coverage, MDE Tier II waterway review and other State Regulatory Approvals, including conformance with stormwater management, sediment and erosion control, and local grading, building, driveway, and electrical permits. In addition to satisfying local site plan review and approval requirements, the Site Plan will be subject to review as part of the CPCN process.

2.0 STATEMENT OF NEED AND PURPOSE

The State of Maryland has enacted aggressive legal and policy standards in pursuit of expanded renewable energy generation such as solar. Maryland's Renewable Portfolio Standard ("RPS") mandates that fifty percent (50%) of Maryland's electricity be generated from renewable energy sources by 2030, which must include at least fourteen and one-half percent (14.5%) solar energy by 2028. The Project will generate 4.95 MWac of solar energy to help bring the State closer to meeting its goals.

There will be significant economic benefits resulting from the Project to include a capital cost of approximately ten million dollars ($10M). The Applicant estimates approximately twenty-eight (28) direct construction jobs and twelve (12) indirect jobs will be created during construction of the Project. The Applicant estimates one (1) long term maintenance job will be created for the life of the project. Approximately eight (8) induced jobs are estimated to result from this Project. These estimates were produced by using the Jobs and Economic Development Impact (JEDI) model, which is included as **Appendix Q - JEDI PV Model**.

The construction schedule is estimated to be six to eight (6-8) months and is expected to be completed as early as possible following all necessary approvals. Significant local resources are being employed as part of the design, entitlement, construction, and startup process. The tax revenue yield for a project of this size and type will also support critical County and State tax-funded programs that are often in desperate need of additional resources.

Since 2017, it has been reported that approximately seventy-five percent (75%) of the renewable energy consumed in Maryland is imported.[1] This Project will help reduce this reliance upon power generated from out of State. Given the nature of solar power generation, it will also lead to reduced and more certain costs of electricity produced. Furthermore, this Project is consistent with the findings of the General Assembly in the Maryland Public Utilities Article § 7-306.2. The Project is a Community Solar Energy Generating System and will deliver all of its output to subscribers via Delmarva Power and Light Company ("DPL") electric distribution grid, creating access to the benefits of distributed energy to residents and businesses alike, regardless of income or property ownership status.

Maryland has active efforts underway to reduce greenhouse gas emissions and mitigate climate change impacts, such as the Greenhouse Gas Emissions Reduction Act and the Regional Greenhouse Gas Initiative which both set goals for reducing emissions by 2030. The Project will be 100% emissions free and will offset the need for sources of power derived from fossil fuels. In 2017, Maryland established legislation promoting pollinator-friendly habitat solar projects. Pollinators are a crucial component of all agricultural ecosystems, yet suitable habitat for these species is declining. The Project will be designed to comply with the State Standard for pollinator-

[1] "Maryland At a Glance", Maryland Manual On-Line, May 23, 2022.
(https://msa.maryland.gov/msa/mdmanual/01glance/html/energy.html#renewable)

friendly solar projects. The establishment of additional pollinator habitat will benefit the local and state economy by improving agricultural ecosystems, as well as air, soil, and water quality.

3.0 APPLICANT INFORMATION

A. Name and Address of Applicant

Clean Capital Holdings, LLC
230 Park Avenue, Suite 290
New York, NY 10169

B. Person Authorized to Receive Notices and Communications

Applicant	Counsel
Raajan Raj Project Developer Clean Capital Holdings, LLC 230 Park Avenue, Suite 290 New York, NY 10169 rraj@cleancapital.com 949-533-9613	Mr. David W. Beugelmans Mr. Maxwell T. Cooke Mrs. Colleen O. Collins Gordon Feinblatt LLC 1001 Fleet St., Suite 700 Baltimore, MD 21202 dbeugelmans@gfrlaw.com mcooke@gfrlaw.com ccollins@gfrlaw.com

C. Community Liaison Officer

This Application is for a proposed community solar project that will have a capacity of approximately 4.95 MWac. Projects of this size are not "qualified generation stations" under COMAR 20.79.01.02(37) and do not require the appointment of a Community Liaison Officer. However, the Applicant has an internal community engagement team led by:

Raajan Raj
Project Developer
Clean Capital Holdings, LLC
230 Park Avenue, Suite 290
New York, NY 10169
rraj@cleancapital.com
949-533-9613

Public Access to a Copy of the Application

A copy of this application is available to members of the public at the following location:

Worcester County Planning & Zoning Department
25 Meade Street
Worcester, MD 01610
(508) 799-1242

4.0 STATE AND LOCAL PERMITS

A. Maryland Public Service Commission

1. Certificate of Public Convenience and Necessity

A CPCN is required for the creation of new power generation facilities in Maryland. The submission of this document to the Commission, along with the accompanying application, will initiate the CPCN process.

B. Delmarva Power and Light Company

DPL is an investor-owned utility. As a utility, it is not a local or State agency, but it is regulated by this Commission.

1. Interconnection Agreement

The Project is in the DPL service territory and will connect to the electric distribution grid through an existing 12.47 kV feeder back to the utility substation. Prior to the commencement of construction, the Applicant will be required to execute an Interconnection Agreement with DPL. The Applicant received its Subscriber Organization identification number (23A3046840006357) from the Public Service Commission on January 19, 2024, included in **Appendix H.**

C. Maryland Department of the Environment

1. National Pollutant Discharge Elimination System General Permit for Construction Activity

A NPDES General Permit is required for planned construction activities with a total disturbance of one (1) acre or greater. Coverage under the General Permit is obtained by filing a completed Notice of Intent ("NOI") form with the MDE, Water Management Administration ("WMA"). The permit application requires fourteen (14) day notice prior to approval of the NOI application. The completed NOI form is considered a formal application for coverage and intent to comply with the terms of the General Permit. An NOI will be submitted to MDE during the Construction Drawing Plan review phase.

2. Joint Permit Application

As currently designed on the concept plan a JPA will not be required for this Project because there are no planned impacts to environmental features that MDE or the Army Corps of Engineers (Corps) would designate as regulated. A virtual meeting with Tyler O'Neal of MDE on February 17, 2026 to discuss the project, delineated regulated jurisdictional features and review the concept plan and potential impacts, indicated that site access can be accomplished without the need for a JPA by utilizing air bridges at existing intermittent stream crossing locations, leaving existing culverts in place and completely spanning top of bank to top of bank. A summary of the meeting is included in **Appendix G.** A pre-application meeting with MDE is scheduled to be held at the property on March 6, 2026 to review and confirm the delineated regulated features and the areas of the property where the proposed project layout and disturbances will be.

D. Worcester County Plan Review and Permitting

1. Zoning and Site Plan Approval

The Applicant will contact Worcester County and have a CPCN pre-application consultation with the County to inform of the proposed development in February, 2026. The County will be provided with the Environmental Review Document ("ERD") and Concept Site Plan for the Project in March 2026. COMAR 20.79.03.01(A) requires a CPCN application to include a statement from the County and, under COMAR 20.79.01.05 and .06, whether the project is consistent with the applicable local comprehensive plan and zoning ordinance. The Applicant will be in communication with the County once the County is provided the Project documentation and will request a written statement, or at a minimum, a written statement indicating the status of the review. The County feedback during the pre-application consultation meeting, will be summarized in **Appendix N**.

The County may participate in the CPCN process and provide input regarding, including but not limited to, the site plan, stormwater management and environmental site design, erosion and sediment control plan, and landscape plan.

A meeting was held between Atwell and Bobby Shockley Stormwater Management Reviewer at Worchester County on February 19, 2026 to discuss stormwater. Correspondences are included in **Appendix N.**

2. Forest Conservation Act

Md. Natural Resources Article § 5-1606(a)(6) provides that "[s]olar photovoltaic facilities may not be subject to afforestation requirements under" the Forest Conservation Act. Local governments have authority to adopt their own forest conservation ordinances, but state law ultimately controls when there is a conflict

between state and local law. The state law is clear that solar photovoltaic facilities cannot be subject to afforestation requirements."

ATWELL, LLC has completed a Forest Stand Delineation (FSD) in compliance with Worcester County's *Forest Conservation Law*. As part of the FSD field work, ATWELL, LLC identified two (2) forest stands within the Site. The forests within the property are considered priority due primarily to association with streams/stream corridors and wetlands, as well as being contiguous with large off-site forested tracts. The solar project is not proposing any impacts or clearing to on-site delineated forest stands, designated as contiguous tracts 10,000 square feet or larger, and as such is expecting to be exempt from forest conservation requirements.

Atwell, LLC has consulted with David Mathers, Natural Resource Planner for the Worcester County Dept. of Environmental Programs, on February 5th, 2026 and has stated that there are no threshold requirement for solar projects. Solar photovoltaic facilities are exempt from the County's Forest Conservation Law in accordance with House Bill 273 from July 2024, provided there is no cutting or clearing of forest, which this project currently proposes to do. Correspondence are included in **Appendix N.**

3. Grading, Building, Electrical, Entrance Permits

To the extent required and feasible, the Applicant will apply for grading, building, electrical, and entrance permits while this application is pending before the Commission.

E. Summary of Permits/Approvals

The Applicant received its Subscriber Organization identification number (To be provided at a later date) from the Public Service Commission on date to be provided. See **Appendix H** for applicable interconnection documentation.

1. Matrix of State/Local Permit and Approvals

The Applicant will secure applicable approvals from State, regional, and local agencies following issuance of the CPCN as shown in **Table 1** below, and as required by COMAR 20.79.03.02.04(B)(8).

Table 1 - Matrix of State/Local Permits and Approvals Required

Agency	Permit/Approval	Regulatory Citation(s)	Required For		Status			Waiver, Variance, or Exemption		Comments
			Construction	Operation	Application Contained Herein	Application to be Filed	Permit Approval/ Obtained	Yes	No	
State of Maryland Public Service Commission	Certificate of Public Convenience and Necessity (CPCN)	COMAR 20.79	✓		✓				✓	To be prepared at a later date.
Delmarva Power and Light Company, DPL	Interconnection	Condition for Issuance of CPCN		✓			✓		✓	Detailed Load Study Pending
Maryland Department of the Environment (MDE)	National Pollution Discharge Elimination System (NPDES) General Permit for Construction Activity and Joint Permit Application (JPA) Tier II Water Quality Review	COMAR 26.08, Clean Water Act (CWA) Section 401, 40 CFR 122	✓			✓			✓	Applications to be submitted at the time Construction Documents have been completed. This project is within a Tier II catchment and will require MDE review.
Maryland Department of Natural Resources Forest Service	Forest Conservation Act (FCA)	Natural Resources Article 5-1602(b)(5)							✓	
Worcester County	Stormwater Management Design Erosion Sediment Control Construction Drawing Plan	Applicability varies according to Local and State Requirements	✓			✓			✓	It is expected that the County will participate in the CPCN process and provide input regarding the site plan, stormwater management, and sediment and erosion control. Grading, Electrical, and Building Permits will be obtained after construction drawings are approved.

5.0 COMAR 20.79.03.01 DESCRIPTION OF GENERATING STATION

A. Location

The Project is located within Pocomoke City, Worcester County, Maryland as part of Tax Map 92, Grid 1, Parcel 74. The approximate center of the Site is located at Latitude 38° 2' 51"N, Longitude 75° 33' 12"W (NAD 83). The Site location is more clearly illustrated in **Appendix A** and **Section 1.0**.

B. Design Features

Total generating capacity for the Project is anticipated to be 4.95 MW AC output. The Project will consist of approximately 10,582 VSUN590N-144BMH-DG. The array will be installed using fixed-tilt; pile-driven post-supported racking system (galvanized steel post with galvanized steel or aluminum structure for mounting the panels). The space between rows will be approximately fifteen feet (15'). The minimum leading-edge height (bottom edge of modules) will be approximately eighteen inches (18") from grade, and the maximum height of the top edge of the modules will be approximately eight (8') from grade. A typical Solar Panel Racking Detail depicts the array with portrait racking with one (1) row of modules positioned vertically (1V) on each rack. The total height of the solar energy system, including any mounts, shall not exceed eight (8) feet above the ground when oriented at maximum tilt. The solar arrays will be designed to withstand snow load of fifteen (15) pounds per square foot (psf) and wind of one hundred twenty two (122) miles per hour (mph).

Depending on final racking vendor selection and design, the number of racks could vary. Subject to final design, the typical three (3) string rows will consist of twelve (12) pile driven posts each serving as the foundation. Each post will be driven to an estimated depth of five feet (5') to seven feet (7') below grade.

There will be approximately eighteen (18) separate inverters which are on a racking system. There is one step up transformer that includes a pad. Each inverter will make up 1/18 of the array AC capacity, or approximately 275 kilowatt inverters, to convert the direct current (DC) energy to AC energy. Each power station will have a transformer to step up the AC voltage from 600V to 12.47 kV for interconnection to the Delmarva Power and Light Company distribution line.

The Project's limit of construction ("LOC"), and/or limit of disturbance ("LOD") is anticipated to be approximately 20.6 acres, which includes, but not limited to, the extent of tree clearing, SES development area, temporary staging areas, temporary and permanent site access, and solar array security fencing. These improvements, the individual racking systems that will support the solar modules, and the areas of the overhead electric distribution lines constitute the total

area of construction for the Project. The Project will be in accordance with Maryland Stormwater Management and Erosion & Sediment Control Guidelines. In accordance with COMAR 26.17.02.01-1B(1), stormwater quality and quantity controls must be implemented for the Project to ensure prevention of water quality impacts.

A seven-foot (7') high chain link perimeter fence will be installed around the Project with a service entrance accessible from Old Virginia Road. There is no need for water and sewer at the Project site since there will be no operations and/or maintenance facilities as part of this Project and no full-time personnel located at this Site. The only water use associated with the operation of this solar generation facility will be semi-annual cleansing of the panels, water will be brought to the site by water trucks, which may take place one (1) or two (2) times a year.

C. Municipal Confirmation of Consistency with Comprehensive Plan and Zoning Ordinance

The Project will work with County to ensure that we meet the criteria to ensure a design that is satisfactory to both the state and county standards. The Project is located within the Agricultural (A) zoning district, where ground mounted solar development is prohibited. Further, per the zoning ordinance, setbacks shall be a minimum of 400 feet from the proposed development boundaries including right-of-ways however the Planning Commission may reduce the required setback for any yard setback adjoining a non-residential use property boundary, provided that suitable supplemental landscaping is provided as determined by the Planning Commission. In no case is a setback permitted to be less than 100 feet. Public Utilities Article § 7-207 grants the Public Service Commission (PSC) final authority to site generating stations in Maryland, preempting local zoning ordinances related to the location, construction, and operation of such facilities.

As of July 1, 2025, Public Utilities Article § 7-218(h)(1)(i) provides that a local jurisdiction may not "adopt zoning laws or other laws or regulations that prohibit the construction or operation of solar energy generation stations." Further, Public Utilities Article § 7-218(h)(2)(ii) provides that for solar projects not larger than 5MWac a local jurisdiction shall "process [the Project's] site development plan as a permitted use subject to the review standards in § 4-205 of the Land Use Article." Accordingly, the County is required to process the Project as a permitted use in this location.

Public Utilities Article § 7-207 grants the Public Service Commission (PSC) sole authority to site generating stations in Maryland, preempting local zoning ordinances related to the location, construction, and operation of such facilities. In *Bd. of Cnty. Comm'rs v. Perennial Solar, LLC*, the Supreme Court of Maryland held that:

> PUA § 7-207 preempts by implication local zoning authority approval for the siting and location of generating stations which require a CPCN. The statute is comprehensive and grants the PSC broad authority to determine whether and where SEGS may be constructed. Local land use interests are specifically designated by

> statute as requiring "due consideration" by the PSC. This includes the recommendation of the governing body of each county or municipal corporation in which any portion of the construction of the generating station is proposed to be located, as well as due consideration by the PSC of the consistency of the application with the comprehensive plan and zoning for the respective local jurisdiction

Under the plain language of the statute, local government is a significant participant in the process, and local planning and zoning concerns are important in the PSC approval process. However, the ultimate decision-maker is the PSC, not the local government or local zoning board.[2]

The Commission has held numerous times in recent years that a local ordinance that severely restricts or prohibits the development of utility-scale solar facilities is not in the public interest and should be given no weight by the Commission.[3] The Commission gives no weight to an "ordinance that create[s] an unacceptable hurdle to complying with Maryland's RPS."[4] Further, the Commission has issued numerous CPCNs to solar projects located on farmland, including land designated by the USDA NRCS as "Prime Farmland."[5] As articulated by Former Chief Judge McLean, "the Commission has approved … solar projects on prime farmland and farmland must continue to be part of the equation to meet the RPS's goals on renewable energy."[6]

D. CONSISTENCY WITH MD. PUBLIC UTILITIES ARTICLE § 7-218(F)

On April 7, 2025, the Maryland General Assembly enacted House Bill 1036 / Senate Bill 931, which establishes a new Public Utilities Article § 7–218. Among other provisions, this

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[2] *Bd. of Cnty. Comm'rs v. Perennial Solar, LLC*, 464 Md. 610, 644-45 (2019).

[3] See e.g., Order No. 88918, Case No. 9429, 10-11 (August 19, 2021) ("[U]nder the facts of this case, the Commission will exercise its discretion and pre-empt what appears to be a deliberate attempt to indirectly ban all utility-grade solar facilities from Frederick County and thereby undermine the responsibility the General Assembly has conferred upon the Commission … The Commission re-affirms its conclusion that Frederick County Bill 17-07 is a de facto ban on utility-scale solar projects. Under the circumstances, the Commission will exercise its discretion to pre-empt the County's zoning ordinance."); Proposed Order (affirmed by Order No. 89668), Case No. 9439, (August 27, 2020) ("I give no weight to this factor as Bill No. 17-07 is effectively a de facto ban on utility-scale solar projects which is not in the overall public interest."); See e.g., Order No. 90200, Case No. 9499, 7 (April 27, 2022) ("The Ordinance is overly restrictive because although it is perhaps not a de facto ban on all utility scale solar projects, the Ordinance severely restricts economically viable utility-scale solar projects from being developed in Kent County. As such, the Ordinance unduly interferes with the States achieving its RPS goals. Accordingly, the fact that the Project is not consistent with Kent County zoning will be given little weight in the analysis of the factors under PUA §7-207(e). Such treatment is appropriate under the Commission's pre-emption authority."

[4] Order No. 89668, Case No. 9439, 13 (November 24, 2020).

[5] *See* e.g., Order No. 89326, Case No. 9496, 20 (October 26, 2019) (granting CPCN to 80MW solar facility in Queen Anne's County where "PPRP indicated a majority of the Site has been planted annually with conventional crops and over 400 acres of the Site are classified as prime farmland"); Order No. 89069, Case No. 9457, 60 (January 15, 2020) (granting CPCN to 50MW Solar facility in Dorchester County where PPRP Witness "Sadzinski specified the Site's designation as prime farmland did not restrict a utility-scale solar facility from being built and did not impact PPRP's evaluation").

[6] Proposed Order, Case No. 9439, aff'd Order No. 89668, 76 (August 27, 2020).

legislation imposes new state-wide design requirements for solar energy projects exceeding 1 MWac. As of July 1, 2025, all projects submitting a Certificate of Public Convenience and Necessity (CPCN) application must comply with these state-level design standards, which supersede any conflicting local regulations.

In addition, the legislation amends PUA § 7–207(e)(5) to require solar generating stations subject to § 7–218 to demonstrate compliance with the design standards set forth in § 7–218(f) as part of each CPCN application. The following section details how the Project meets these requirements.

(1) This subsection does not apply to Agrivoltaics.

The Project will not engage in Agrivoltaics.

(2) Except as provided in paragraph (10) of this subsection, an Owner of a proposed solar energy generating stations:

(i) Shall provide a boundary of 150 feet between the solar energy generating station and the nearest wall of a residential dwelling;
The nearest non-participating dwelling is approximately 1,450 feet away.

(ii) Shall provide a boundary of 100 feet between the solar energy generating station and all property lines, not including property lines that bisect the interior of a project area;
A 100 foot solar panel setback is maintained off of all non-participating property lines.

(iii)

(1) Shall provide nonbarbed wire fencing:
The fence will be chain linked and not contain barbed wire.

A) Only on the interior of a landscape buffer or immediately adjacent to a solar energy generating station;
Fencing will only be installed on the interior of the landscape buffer and adjacent to the solar energy generating station.

B) That is not more than 20 feet in height;
The fence will be 7' in height.

C) That is only black or green vinyl wire mesh if the owner proposes to use chain link fencing;
The chain link fence will be black or green vinyl wire mesh.

D) That is not less than 50 feet away from the edge of any public road right-of-way;
The fencing is greater than 50' outside of any public road right-of-way.

(2) May use barbed wire fencing around the substations or other critical infrastructure for protection of that infrastructure;

No barbed wire fence is proposed on this site.

(iv) Shall provide for a landscaping buffer or vegetative screening in accordance with paragraph (4) of this subsection;

The existing wooded area screens the north, south, and west. A vegetative buffer has been proposed on the portions of the north and west side of the side and all of the east and south side of the site.

(v) Except for equipment required for interconnection with electrical system infrastructure, may not locate any solar array, ancillary equipment, or accessory buildings or facilities within a public road right-of-way

Except for equipment required for interconnection, no other equipment will be located within the public right-of-way.

(vi)

(1) Shall mitigate the visual impact of the solar generating station on a Preservation Area, Rural Legacy Area, Priority Preservation Area, Public Park, Scenic River or Byway, designated Heritage Area, or historic structure or site listed on or eligible for the National Register of Historic Places or Relevant County Register of Historic Places; and

The project is not located within a Preservation Area, Rural Legacy Area, Priority Preservation Area, Public Park, scenic River or Byway designated Heritage Area, or historic structure or site listed on or eligible for the National Register of Historic Places or Relevant County Register of Historic Places.

(2)

A) For a solar energy generating station that has the capacity to produce more than 2 megawatts of electricity as measured by the alternating current of the station's inverter, shall include in the application submitted under Subsection (C)(2) of this section a viewshed analysis for any area, structure, or site specified in Item 1 of this Item; and

As described above, the Project is not located in any of those aforementioned areas, and thus, does not require a viewshed analysis.

B) For a solar energy generating station that has the capacity to

produce not more than 2 megawatts of electricity as measured by the alternating current of the stations inverter, shall include in an application for a site development plan a viewshed analysis for any area, structure, or site specified in item 1 of this item and
This is not applicable to the Project.

(vii) Shall provide notice of each proposed solar energy generating station to the emergency response services of each County in which any portion of the generating station is to be constructed, including a map of the proposed generating station and the proposed location of any solar collector or isolator switch.
Emergency Response for Worcester County will be provided notice of the solar energy generating station, including a map of the proposed generating station and proposed location of any solar collectors.

(3) Local jurisdiction may not require the use of a berm for a solar energy generating station approved under this section.
The Applicant will not utilize a berm.

(4) The buffer or vegetative screening required in Paragraph (2)(IV) of this Subsection shall:

(i) Be not more than 35 feet wide;
A 20 foot wide vegetative screening is proposed on portions of the north, east, south and west side of the site.

(ii) Be provided along:
(1) all property lines;
(2) Locations of the exterior boundary for the solar generating station where existing wooded vegetation of 50 feet or more in width does not exist; or
(3) An alternative location within the boundary for the solar energy generating station if the Owner demonstrates that the alternative location would maximize the visual screening;
A 20 foot wide vegetative screening is proposed on portions of the north, east, south and west side of the site. The west side of the site has over 50 feet of existing vegetation and north of the site is the same property owner as the site and has over 50 feet of existing vegetation.

(iii) Provide for four-season visual screening of the solar energy generating station;

A detailed landscape plan with four-season visual screening of the solar energy generating station will be provided with the final plans and include a landscape plan prepared by a qualified professional landscape architect.

(iv) Be placed between any fencing and the public view;
The existing wooded area screens the north, south, and west. A 20 foot wide vegetative screening is proposed on portions of the north, east, south and west side of the site.

(v) Include multilayered, staggered rows of overstory and understory trees and shrubs that:
(1) are a mixture of evergreen and deciduous vegetation;
(2) Are predominately native to the region;
(3) Are more than 4 feet in height at planting;
(4) Are designed to provide screening or buffering within 5 years of planting;
(5) May not be trimmed to stunt upward or outward growth or to otherwise limit the effectiveness of the visual screen
(6) Conform to the plant size specifications established by the American Standard for Nursery Stock (ANSI Z60.1);
(7) Are specified in a landscaping plan prepared by a qualified professional landscape architect;
A detailed landscape plan with adequate spacing meeting the requirements above will be provided with the final plans and include a landscape plan prepared by a qualified professional landscape architect.

(vi) Be installed as early in the construction process as practicable and before the activation of the proposed solar energy generating station;
The landscape buffer will be established prior to the activation of the proposed solar energy generating station.

(vii) Preserve to the maximum extent possible and supplemented with new plantings where necessary, any forest or hedgerow that exists at a location where visual screening of landscape buffering is required; and
The existing wooded area screens the north, south, and west. A 20 foot wide vegetative screening is proposed on portions of the north, east, south and west side of the site.

(viii) Shall be maintained with a 90% survival threshold for the life of the solar

energy generating station through a maintenance agreement that includes a watering plan.
The proposed landscaping will be maintained and a watering plan will be included in the maintenance agreement.

(5) With respect to the site on which a solar energy generating station is proposed for construction, the Owner of the solar energy generating station:
(i) Shall minimize grading to the maximum extent possible;
(ii) May not remove topsoil from the parcel, but may move or temporarily stockpile topsoil for grading;
(iii) To maintain soil integrity, shall plant native or noninvasive neutralized vegetation and other appropriate vegetative protections that have a 90% survival threshold for the life of the solar energy generating station;
(iv) Shall limit mowing and other unnecessary landscaping;
(v) May not use herbicides except to control invasive species in compliance with the Department of Agriculture's Weed Control Program; and
(vi) Shall post for the first 5 years of the life of the solar generation station a landscaping bond equal to 100% of the total landscaping cost with the County in which the solar energy generating station is located.
The owner of the solar energy generating station will comply with the above listed specifications. Grading will be minimized. No topsoil will be removed from the parcel. The proposed landscape will maintain a 90% survival threshold for the life of the solar energy generating station. Mowing will be limited to once per a year or when necessary and noted in the annual report. Invasive species will be controlled with mowing and digging when feasible, and spot treated with herbicides following a species-specific treatment that is in compliance with the Department of Agriculture's Weed Control Program. The owner shall post a landscaping bond equal to 100% of the total landscaping cost with the county for the first 5 years of life.

(6) Subject to Subparagraphs (II) and (III) of this Paragraph, a local jurisdiction shall hold any landscaping bond required under paragraph (5)(VI) of this subsection for 5 years.
(i) A local jurisdiction call releases 50% of the landscaping bond if, on inspection, the vegetative protections meet a 90% survival threshold.
(ii) Following the release of a landscaping bond under Subparagraph (II) of this Paragraph, the remaining landscaping bond shall be held for an additional 2 years and, on further inspection and confirmation that the vegetative protections continue to meet a 90% survival threshold, shall be released.
Worcester County will hold the landscaping bond described above and abide by the above specifications.

(7) Except as required by Law, or for safety or emergency, the solar energy generating station may not emit visible light during dusk to dawn operations.
The solar generating station will not emit visible light during dusk to dawn operations.

(8)

(i) This paragraph does not apply to:
(1) Equipment necessary for interconnection with the electrical system; or
(2) Solar energy generating stations located on land that is also used for agricultural purposes.

(ii) A proposed solar energy generating station and any accessory structures associated with the Station must have an average height of not more than 15 feet.
The maximum solar height is +/- 8 feet and will not exceed 15 feet.

(9) Setbacks for solar energy generating stations:

(i) Shall be measured from the property boundary to the nearest solar array or accessory equipment, buildings, or facilities that generate, maintain, operate, manage, distribute, and transmit electricity; and
Solar Panels are setback a minimum of 100' from the non-participating property boundary and equipment is setback a minimum of 150' as shown in ***Appendix A.***

(ii) May not apply to any interconnection tie line or facility that connects a solar energy generating station to the electric system.
Setbacks and proposed layout can be seen in ***Appendix A.***

E. High Resolution Concept Plan

A Conceptual Site Plan for the Project, included as **Appendix A**, is in accordance with COMAR 20.79.03.01(B)(3,5) by including, but not limited to, applicable setbacks from adjacent properties and rights of way, all existing and proposed structures, existing and proposed parking areas with setbacks and buffers, and areas of impervious surfaces or lot coverage. The base mapping has been created using aerial photography, existing topography and site features, and property lines obtained from a topographic and boundary survey and ALTA/NSPS Land Title Survey prepared by ATWELL, LLC dated January 7, 2026.

F. Operational Features

The operational features will be controlled through a Project Operations & Maintenance Agreement to track performance and monitor the health and safety of the solar field.

Typical duties and features of this plan are:

- Local and remote control over key features of the Solar Field's Electrical System to assure compliance with the Interconnection Agreement and safety of the Project.
- Scheduling, control, and reporting of all onsite maintenance activities.
- Operations Center with remote monitoring of performance data and physical systems 365 days a year.
- Immediate dispatch of fire, police, or contractors in the event of an emergency or forced outage.

The system is designed to maximize the production of clean energy to the grid. Operations will be monitored via the internet and an onsite controls software. Maintenance personnel will be dispatched for regularly scheduled preventive maintenance in accordance with industry standard practices and manufacturer recommendations. Reactive maintenance will also be completed as required. Generation of clean energy to the grid will be coordinated with the utility, DPL, in accordance with the Interconnection Agreement established for the facility.

G. Schedule for Engineering, Construction, and Operation

Engineering documents are being prepared and programmed for submission as part of the CPCN joint review process with County representatives. The engineering and construction documents will include pertinent information regarding the solar modules, construction methods, electrical requirements, ingress and egress, stormwater management, sediment and erosion control, electrical connection to the grid/substation, fencing within the setback, and grading. Preliminary engineering for the Project has been initiated and final engineering will be completed in Q2 2027. Construction is anticipated to begin in Q3 2027 and commercial operation is anticipated to begin in Q1 2028, following all necessary approvals.

H. Life Expectancy of the Generating Station

The Project's life expectancy is approximately thirty (30) years. The primary equipment components of the solar energy system to be installed are expected to meet capacity requirements effectively and efficiently throughout the Project's useful life cycle by employing industry standard operation and maintenance procedures. Routine maintenance and inspections will ensure the optimal performance and longevity of the solar generating station.

I. Site Selection and Design

1. Site Selection

The Applicant chose the Site for the Project because the location has key attributes that make it ideal for a community solar facility. The LOC at the site has exceptional potential for renewable energy production given its solar insolation, its favorable environmental characteristics and its proximity to the utility substation that can support the proposed generation with minimal upgrades.

a. Proximity to Distribution System

The Site is located approximately 2.6 miles from the utility substation and will interconnect to the electric distribution grid through an existing 12.47kV feeder. **Appendix H.**

b. Environmental Suitability

The proposed Project does not contain significant environmental or cultural resources impacts. The Site is of adequate size to accommodate construction of the Project and there is sufficient buildable acreage with limited residential development on or near the proposed LOD. Additionally, the Project requires minimal post-construction stormwater management features by maintaining and enhancing the native meadow cover, minimization of site grading, and lack of alteration to existing drainage patterns.

c. Adequate Buildable Acreage

The site provides a suitable buildable area to accommodate a 4.95 MWac solar facility. The Project will support approximately 900 households at 9,654 MWh/year and displace 6,310 tons of CO2 emissions per year. In contrast, a two (2) MWac solar project would only support 450 households and displace 3,500 tons of CO2 emissions. By increasing the share of renewable energy in Maryland's energy mix, the Project aligns with the State's goal of reaching fifty percent (50%) renewable energy by the year 2030.

The Project array area is designed to have approximately 1,450 feet of distance from the closest, adjacent neighbors' residence, providing a considerable buffer zone. Furthermore, the existing trees to the north, east, west and south will provide additional privacy, effectively screening the Project from neighbors to the north, east, west and south. This ensures that neighboring properties are minimally impacted by the Project's

construction and operation and preserves the aesthetic and environmental quality of the area.

d. High Insolation

The Project Site has optimal sun exposure creating the estimated annual production results as listed in **Table 3**.

2. Project Design

See **Section 5.0.B.** for a description of Project Design. This section of the ERD describes the system modeling and assumptions made by the Applicant during the Project design phase. The conceptual design and associated energy output at the Project Site were modeled and created based on, including but not limited to, meteorological data, models of the system equipment such as inverter and the solar modules, and project design specifications such as the number of solar modules in series (string sizing), system DC size, rack orientation (azimuth and tilt), DC and AC wiring length, and transformer losses.

Table 2 – Summary of System Components and Design of Model	
Nominal DC Rating (STC):	6,240 kW
Nominal AC Rating:	4,950 kW
DC/AC Ratio:	1.26
Array Azimuth/Tilt:	Az: 180°/ Tilt: +/-20°
Inverters:	CHINT POWER SCH275KTL-36, 275kW, or equivalent. (Quantity: 18)
Modules:	VSUN VSUN590N-144BMH-DG, or equivalent. (Quantity: 10,582)

3. Solar Resource Data

A key factor in simulating the power output from the Project is the local solar resource data or insolation.

4. Modeling

Modeling involved defining a detailed system design by using manufacturer's equipment file models, specifying array orientation, string sizing and equipment quantities, system voltage, wire lengths, transformers, and shading. Loss

assumptions are also made at this stage. Major loss categories incorporated into the energy modeling include snow and soiling (dust) losses, shading from nearby obstructions (e.g., trees), "far shading" obstructions (e.g., ridgelines), and system losses incurred such as transformer losses.

5. Production Estimate Results

The above model inputs are taken into consideration for estimating total production from the system during the first year of operations, which is presented in **Table 3** below. Note that the production estimate results are preliminary and subject to change based on the final system design, equipment selections, etc.

Table 3 – Production Estimate Results	
Parameter	Preliminary Estimate
Annual Generation (MWh/year)	9653.8
Annual Specific Yield (kWh/kWp/year)	1,546
AC Performance Ratio	84.29%
Capacity Factor (AC)	22.3%

J. Impacts on the Economics of the State

There will be significant economic benefits resulting from the Project to include a capital cost of approximately ten million dollars ($10M). The Applicant estimates approximately twenty-eight (28) direct construction jobs and twelve (12) indirect jobs will be created during construction of the Project. The Applicant estimates one (1) long term maintenance job will be created for the life of the Project. Approximately eight (8) induced jobs are estimated to result from this Project. These estimates were produced by using the Jobs and Economic Development Impact (JEDI) model, which is included as **Appendix Q - JEDI PV Model**. The construction schedule is estimated to be six (6) months and is expected to be completed as early as possible following all necessary approvals.

Significant local resources are being employed as part of the design, entitlement, construction, and startup process. The tax revenue yield for a project of this size and type will also support critical County and State tax-funded programs that are often in desperate need of additional resources; County programs which may include the Human Resources Development Commission, Public Schools and Emergency Services. The average annual tax benefit to the County and State is approximately $80,000, that would be $2.8 million dollars in tax benefits to the County and State over the operation term.

As a community solar project, the Project anticipates receiving capacity in Maryland's Permanent Community Solar Program. Accordingly, the Applicant anticipates that Public Utilities Article § 7-306.2(n) will apply to the Project, meaning that the contractors bidding on the Project will be instructed to provide labor rates based upon prevailing wage in accordance with the prevailing wage rate determined under Maryland law. Further, to the Applicant's knowledge, there are no existing community solar energy generating stations located on adjacent parcels of land as the proposed Project, and there are no proposed community solar energy generating stations planned for adjacent parcels.

PPRP reports that Maryland imports approximately forty-one percent (41%) of its required energy generation. This Project will help reduce this reliance upon out-of-state power generation. Given the nature of solar power generation, it will also lead to reduced and more certain costs of electricity produced. Furthermore, this Project will contribute to the stated goals and objectives of Maryland Public Utilities Article § 7-702.

Maryland is a national leader in shifting to renewable energy and combating climate change by setting some of the most aggressive goals in the nation. The Climate Solutions Now Act of 2022 (SB0528) set a target of a sixty percent (60%) reduction in greenhouse gas emissions by 2031. As part of the Transition Report, Governor Moore has expressed support for Maryland to generate one hundred (100%) clean energy by 2035. Furthermore, Maryland has repeatedly shown support for solar energy by increasing the Net Metering Cap to three (3) gigawatts ("GW") in 2021 with Legislation HB0569, and most recently, in 2023, by passing landmark legislation that made the Maryland Community Solar Program permanent (HB0908). Community solar will enable Maryland to reach its impressive goals faster and more equitably than past options.

Community Solar provides a unique opportunity for Maryland residents to receive the tangible benefits of solar energy without requiring solar on their roofs. The Project will be able to serve local residents and small businesses and ultimately deliver subscriber savings to DPL customers over the life of the Project. Furthermore, over the life of the Project, the Project will contribute to property taxes to the County, without requiring any services or costs to the County and resulting in tangible financial benefits.

The Applicant anticipates local economic benefits stemming from the construction of the Project and the lead contractor and its subcontractors will comply with prevailing wage standards and provide apprenticeship opportunities. These opportunities will encompass various roles such as electricians, safety professionals, solar installers, and general laborers.

These practices will align with the requirements set forth in the Inflation Reduction Act, thereby maximizing the value of the Investment Tax Credit.

K. Impacts on the Stability and Reliability of the Electric System

The Applicant received its Subscriber Organization identification number (To be provided at a later date) on date to be provided. See **Appendix H** for applicable interconnection documentation.

According to the Applicant's initial consultations with DPL, the Applicant expects that it will be necessary to extend and/or install a distribution line linking the Project to a nearby substation. No significant impacts to the electric distribution system are expected.

The impact to the electrical system will be evaluated in more detail through the utility interconnection study process. This detailed analysis is performed over an average timeline of twelve (12) months and will evaluate the detailed impact of additional generation on the local distribution network. The Applicant will bear the cost of any required upgrades identified by DPL, potentially making the local infrastructure more reliable.

L. Interconnection Location and Major Design Features of Electric System Update

The Project will interconnect to the electric distribution grid through a direct feeder back to the utility substation with a 12.47 kV circuit. The anticipated POI, which is subject to final interconnection approval, is located onsite, and will not impact any adjacent aquatic resources. The interconnection pole will connect to five (5) other utility poles and be connected to the system through underground wires placed in a trench running parallel to the access road. The Applicant will be responsible for costs associated with any work performed by the utility to accommodate the interconnection. The Applicant will not construct any high voltage transmission lines.

M. Implementation Schedule for the Project

The Project schedule includes the following approximate implementation dates:

- Q2 2027: Design, permitting, obtaining all necessary approvals, utility coordination, and procurement of equipment.
- Q3 2027: Construction of the solar facility.
- Q1 2028: Commercial operation of the solar facility.
- Decommissioning of the Project is projected to be thirty (30) years following commencement of operations and will be determined depending on the actual performance of the solar system at that time.

N. Decommissioning and Deconstruction

The Applicant will provide PPRP and the Commission with a facility Decommissioning Plan, outlining the timeframes for responsible parties, and estimated costs for decommissioning and dismantling, and proper removal of all Project facilities at the end of the useful life of the Project, or when the Project is otherwise abandoned. The Decommissioning Plan will be secured via a surety bond to ensure that decommissioning costs are not borne by the County and/or State of Maryland at the end of the useful life of the Project. The performance and financial assurance guarantees will be submitted for approval by the Commission pursuant to PPRP's standard decommissioning licensing condition.

The Decommissioning Plan will include provisions for the safe removal and proper

disposal of all components of the Project, including any components with rare/valuable materials, or if any hazardous/toxic materials. The Decommissioning Plan shall maximize the extent of component recycling and reuse, where possible, and ensure all components are handled in accordance with applicable federal, State, County, and local requirements.

6.0 COMAR 20.79.03.02 ENVIRONMENTAL INFORMATION

A. General Information

1. General Description of the Site and Adjacent Areas

The Site is located in Worcester County. The proposed Project consists of approximately the twenty-one (21) acres associated with this parcel from the current property owner (Freddie R. Fair Sr. & Phyllis B. Fair & Freddie Ray Fair Jr.) as shown in the survey. The Site is currently being used as a landscape plant nursery with open fallow fields and woodlands along the outer border.

The portion of the property to be used for the solar project generally slopes down to the south. The Site contains slopes ranging from zero percent (0%) to five percent (5%). Some tree cutting and clearing may be needed. There are no FEMA flood plains located within the solar array site, no wetlands will be impacted, the Project is outside the Critical Area, and there are no other environmental issues associated with the Site or project development.

Site information contained in this report has been discussed and reviewed with various regulatory agencies including the Maryland Department of the Environment, Maryland Department of Natural Resources, Maryland Historic Trust, Worcester County Planning and Zoning, Worcester County Soil Conservation District Office, and representatives from the Critical Areas Commission. Through this review process, it was determined that there are no FEMA or wetlands impacts. MHT will review the Area of Potential Effect. The Project was submitted to MHT on February 27, 2026, included in **Appendix F.** In addition, the Project is not in a Critical Area, and there are no rare, threatened or endangered species.

Previous disturbances to the site include activities associated with the landscaping company that previously occupied the space. The Project is likely to benefit the site by adding significant stabilization by adding suitable ground cover species, adding pollinators, landscape buffer, and a property maintenance plan that will more than likely improve water quality leaving the site following rain events.

The Prime Farmland Report identifies approximately 100 percent (20.6 acres) as farmland of statewide importance. The full soils report can be found in **Appendix B**. The past and present land use is agricultural.

The Project received a letter dated January 2, 2026 from the Maryland Department of Natural Resources which indicates there is no State record for listed plant or animal species documented on this site after a review was conducted to confirm that there are no suitable habitats within the Project area. In addition, utilizing the United State Fish and Wildlife (USFWS) Information for Planning and Consultation (IPaC), there are three federal species that may be affected by the proposed Project. According to their review there is no critical habitat within the project area.

In summary, the property is not located within a Chesapeake Bay Critical Area, special planning area, protected watersheds or reservoirs. The Project is also not anticipated to compromise any esthetic or cultural resources. The Project will result in no impacts to non-tidal wetlands (or their buffers). Access road improvements will utilize existing stream crossing locations and utilize methods to span the onsite waters of the U.S. (including non-tidal wetlands) that avoid impacts and the need for State/Federal permits. As stated previously, a pre-application meeting with MDE occurred on March 6, 2026.

B. Air Quality

1. Compliance with Federal or State Air Quality Standards

As a solar generation facility, the Project will not emit air pollutants, and the following standards, provisions, and requirements will not be applicable:
- State or Federal ambient air quality standards.
- State or Federal emission standards.
- Federal new source performance standards.
- Federal emission standards for hazardous air pollutants.
- Prevention of significant deterioration and new source review provisions.
- Any requirements to obtain emission offsets, allowances, and reduction credits.

a. Air Quality During Construction

The primary air-quality issue during construction will be dust from non-point sources such as earthwork and construction traffic on unpaved roads. This type of dust is described as fugitive dust. Fugitive dust is expected to be less than a normal construction project since this Project will not require excessive earthwork activities. Other potential sources of pollutants during construction are mobile internal combustion engines from earthwork equipment and an increase in vehicle traffic by workers. Emissions from these sources should have little impact.

b. Air Quality During Operation

The Project, like all solar generation facilities, will generate no air pollution emissions during its operation.

2. Impact on Deterioration Areas and Nonattainment Areas

The Project will have no impact on any attainment or nonattainment areas of the State.

3. Requirements Under COMAR 26.11

Generally, the provisions of COMAR 26.11 will not be applicable to the Project as the facility will not emit pollutants. Based on the EPA's Avoided Emissions and geneRation Tool ("AVERT"), as shown in **Figure 2**, the Project will not emit pollutants; NOx is anticipated to be reduced by four thousand seven hundred seventy pounds (4,770-lbs) and VOCs reduced by two hundred sixty pounds (200-lbs) annually. Based on the calculations produced using AVERT, the Project will not exceed the emissions values and therefore, COMAR 26.11 will not be applicable. The Project is expected to displace approximately 6,310 tons of CO2 emissions annually. Over the thirty (30) year life of the Project, approximately 189,300 tons of CO2 emissions will be displaced.

Figure 2 - AVERT Emissions Reduction

Regional, State, and County-Level Emissions Changes

Energy Impacts Inputs:

Utility-scale solar PV total capacity: 4.95 MW

Annual Emissions Changes • Power Sector Only
Mid-Atlantic Region

	Original	Post Change	Change
Generation (MWh)	467,528,680	467,519,020	-9,660
Total Emissions from Fossil Generation Fleet			
SO_2 (lb)	208,740,160	208,734,710	-5,450
NO_x (lb)	180,544,490	180,539,720	-4,770
Ozone season NO_x (lb)	73,733,760	73,731,260	-2,500
CO_2 (tons)	282,355,380	282,349,070	-6,310
$PM_{2.5}$ (lb)	35,603,560	35,602,740	-820
VOCs (lb)	7,180,440	7,180,240	-200
NH_3 (lb)	9,602,760	9,602,500	-260
AVERT-derived Emission Rates:	Average Fossil		Marginal Fossil
SO_2 (lb/MWh)	0.446		0.564
NO_x (lb/MWh)	0.386		0.494
Ozone season NO_x (lb/MWh)	0.341		0.530
CO_2 (tons/MWh)	0.604		0.653
$PM_{2.5}$ (lb/MWh)	0.076		0.085
VOCs (lb/MWh)	0.015		0.020
NH_3 (lb/MWh)	0.021		0.027

- Negative numbers indicate displaced generation and emissions.
- All results are rounded to the nearest 10. A dash (" — ") indicates non-zero results, but within +/- 10 units.
- When users evaluate a portfolio scenario including EVs and EE or RE, marginal fossil values are not reported and a null sign (" Ø ") is shown.

C. Water Quality and Appropriation

1. Stormwater Management/Environmental Site Design

a. Land Use and Cover:

The Property is in a rural, low population density setting, which is currently being used as agricultural cropland. The Property is primarily surrounded by undeveloped woodland and single-family residential, agricultural and commercial land uses.

Similar to other solar projects, impervious areas will be limited to the

associated access driveway and equipment pad for mechanical and electrical equipment. A Stormwater NPDES Permit will be obtained, and an NOI will be filed prior to construction.

There will be grading in areas for the access road, equipment pad, and within the solar array field to accommodate required slopes for non-rooftop disconnection credit. The internal solar array aisle ways and the perimeter drive aisle, for maintenance and emergency vehicles, will be meadow cover.

The entirety of the slopes and grades within the proposed LOD fall within the range of zero percent (0%) to five percent (5%). The remainder of the property within the LOD has grades less than ten percent.

The Site will be planted and maintained in low cover grass vegetation in accordance with site plans and designs to be approved by the County during the local site plan process. In addition to the mixture of grass seed and PPRP's recommendations regarding pollinator plantings, the Applicant is also proposing to incorporate wildflower seed mixes with the selected grasses in order to promote the health of honeybees and other pollinators. The purpose of this project design feature would be to improve the quality and quantity of overall acreage for pollinators. Solar energy generation facilities are ideal opportunities to increase healthy habitats for pollinators. It is not anticipated that Pollinator-Friendly Designation Certification will not be obtained at this site.

A phasing plan and/or sequence of construction will be prepared as part of the sediment and erosion control plan set submitted to the County for review and approval during the local site plan process. These plan sheets will identify proposed work areas, acreage that can be open at one time, and stabilization requirements.

b. Impacts on Stormwater During Construction

COMAR 26.17.02.01-1B(1) requires that stormwater quality and quantity controls be implemented. Guidelines for Water Quality and Quantity through ESD techniques and Best Management Practices (BMPs) are included in the 2000 Maryland Stormwater Design Manual, Volumes I and II (2000) with Supplement No. 1. The specific ESD techniques to be employed on the Site as referenced above in more detail will consist primarily of non-rooftop disconnection BMPs. Stone level spreaders may be required by the

County, but the initial design will propose turf reinforced matting at the driplines of the panels.

c. Impacts on Stormwater During Operation

COMAR 26.17.02.01-1B(1) requires that stormwater quality and quantity controls be implemented. Guidelines for Water Quality and Quantity through ESD techniques and BMPs are included in the 2000 Maryland Stormwater Design Manual, Volumes I and II (2000) with Supplement No. 1. The specific ESD techniques to be employed on the Site as referenced above in more detail will consist primarily of non- rooftop disconnection BMPs.

In summary, the disconnection credit will be the primary practice used to demonstrate compliance with treatment and ESD requirements.

For the ESD Storm Event, the Site will mimic a forested site in good conditions under the post-development scenario. The installation of the solar array will incorporate the use of piles with platforms erected above the ground surface thereby minimizing any need to treat or capture stormwater that is resulting from the construction operations. As a result of the proposed design and elevated panel system, vegetation will grow under the panels and essentially the entire field will remain in pervious vegetative cover. Consistent with the approved SCD Sediment and Erosion Control for the project, grasses will be selected which grow to a minimum height and can be easily maintained.

2. Availability of Surface Water and Groundwater

As a standalone unmanned facility, there will be limited water and no sewer requirements for the Project. The Project will not require surface or groundwater for construction or operation. Normal rain events will keep manual cleanings of the solar panels to a minimum. Occasional water for quarterly/semi-annual cleanings may be required. Water tanker trucks may be used to manage dust during construction if required.

3. Maryland Wild and Scenic Rivers

According to the Maryland Department of Natural Resources ("DNR"), Land Acquisition and Planning, there are no Maryland Wild and Scenic Rivers on the Site.

4. Affected Streams and Aquifers

As mentioned above, MDE will need to confirm through a pre-application meeting to confirm the limits of the jurisdictional waters within the Project boundary. The non-tidal wetlands on the property are concentrated to the north and western portion of the site and are not proposed to be disturbed. The Project will be located more than twenty-five feet (25') from the edge of the delineated non-wetlands as will be confirmed during a meeting with Tyler O'Neal from MDE. Furthermore, Atwell LLC also reached out to Karen Hoy, with the MD Dept. of Agriculture, on February 11, 2026 and confirmed that none of the jurisdictional intermittent streams delineated from the field survey are classified as tax ditches. There are streams located within the LOC that will be spanned, at existing crossing locations, to access portions of the Site utilizing methods, confirmed with MDE, that avoid impacts and the need for State/Federal permits. There will likely be stormwater management discharges anticipated to onsite streams. The Site is located in the Lower Pocomoke River watershed which discharges to the Pocomoke River.

5. Impact on Other Water Users

No impact on other water users is anticipated due to the Project. The Project will not utilize freshwater resources, meaning that a reduction in water supply demand is not anticipated.

a. Impacts on Other Water Users During Construction

The Applicant does not believe that there will not be a need to use water during construction. If water is needed to control dust, a tanker truck will be provided.

b. Impacts on Other Water Users During Operation

Stormwater facility approvals, sediment and erosion control permits, grading permits, and NOI coverage under the NPDES Program will all be obtained as controls on the water quality leaving the Site. As an unmanned facility, there will be no ongoing water consumption requirement. Any other interim water consumption required will be fairly intermittent and provided as identified above.

6. Mitigation and Minimization Techniques Evaluated

No impacts to water quality or appropriation are anticipated. As a result, mitigation and minimization techniques are not warranted.

7. Requirements Under COMAR 26.17.06.07 and 26.17.07

It is assumed that there is no reason for permits to be issued under COMAR 26.17.06.07 and 26.17.07 since no water use or appropriation is required for the Project.

D. Stream Buffers and Floodplains

The Site (Worcester County Tax Map 92 Grid 1 Parcels 74) is located at approximately (Latitude 38° 2' 51"N, Longitude 75° 33' 12"W) in the Lower Pocomoke River watershed. The Site drains into the Little Mill Creek tributary, which is located within the central portion of the proposed project area.

According to FEMA FIRM Map Number 2407C0345H Panel 345 of 450 effective J, July 16, 2015, there are no mapped floodplains in the area of the proposed Project **(Appendix K).**

Specifically, the proposed project area is within the Lower Pocomoke River watershed which flows into the Middle Pocomoke River Reservoir watershed. Middle Pocomoke River flows into the Pocomoke River, which ultimately discharges into the Chesapeake Bay., and ultimately discharges into the Chesapeake Bay. Although impairments identified in Maryland's 305(b) Report include nutrients and sedimentation, solar generation facilities typically stabilize the properties on which they are located. Solar generation facilities are considered environmentally friendly and would be more protective of water quality in this watershed than a residential subdivision, industrial development, or farming practices.

All Maryland stream segments are categorized by sub-basin and are given a "designated use" in the Code of Maryland Regulations 26.08.02.08. The unnamed tributary located along the southern boundary of the proposed project area is protected as a Class I Use and Lower Pocomoke River is protected as a Class II use.

The Project is outside the Critical Area and contains soils which are poorly drained and suitable for various ESD stormwater management practices. In as much as the Site is not located within the Critical Area, is not impacted by designated flood plains, and is outside of any boundary where wetlands have been delineated, there will be no measured impact to flood plains, provided appropriate measures, such as super silt fence, are used as controls during cutting and clearing activities.

Jurisdictional streams and wetlands identified onsite are not within the areas where solar panels are proposed to be located. The Applicant has agreed to keep the limit of

disturbance at least twenty-five feet (25') away from the delineated wetlands and outside of regulated areas based on Worcester County's Water Resource Management Manual. Intermittent streams were delineated within the Project Property. There is a proposed access road that will cross regulating stream at the location of existing culverts utilizing MDE approved methods that to do result in impacts to the stream and require the need for State/Federal permits. MDE review of the wetland and stream locations will be based on study reports prepared by SWCA and ATWELL, LLC. Wetland Delineation Reports are included as **Appendix Y.** These reports indicate that the Site configuration avoids direct impacts to non-tidal wetlands (and their buffers). Impacts to jurisdictional waters will be avoided by the utilization of methods to complete span the regulated streams and leave the existing culverts in place. All jurisdictional limits and impacts will need to be confirmed during a pre-application site visit with MDE on March 6, 2026.

E. Description of Effect on State or Private Wetlands

1. Public Health and Welfare

The Project's operation will not produce, emit, or discharge any significant noise, air pollutants, or water pollutants, which may have an effect on public health or welfare. Additionally, the Project will not generate, transport, store, treat, and/or dispose of hazardous waste as a result of the Project's operation.

2. Marine Fisheries

The Project will not impact marine fisheries.

3. Shell Fisheries

The Project will not impact shell fisheries.

4. Wildlife

There are three known federal or state listed rare, threatened, or endangered species that could potentially be located within the Project Site. The Project is not anticipated to impact critical habitats.

5. Protection of Life and Property from Flood, Hurricane, or Other Natural Disaster

This Project is unique in the aspect that during a natural disaster there would only be destruction to the panel array itself. Total destruction of the panel array and the transformers would not release harmful gases or liquids and would

have no adverse effects on surrounding property or life. All components of the Project will be designed per the local and state building codes. Also, there are no floodplains located onsite, and the design will make considerations for the existing drainage patterns.

6. Mitigation and Minimization or Replacement Land Acquisition

   Mitigation and minimization or replacement land acquisition is not applicable to the Project.

7. License for Use of State Tidal or Nontidal Wetlands

   The information and forms required by the MDE regulations relating to a license for use of State tidal wetlands or nontidal wetlands under COMAR 26.23 and 26.24 are not required for this Project.

F. Analysis of Impacts to Water Quality of Tier II Streams

The Project is not within a Tier II stream catchment. See **Figure 3** below for proximity to the Site. MDE will review the Project layout and will provide comments and guidance for stormwater, erosion, and sediment controls prior to the CPCN submittal. The protective measures for high quality waters will be incorporated into the stormwater management for the Project, by promoting the use of nonstructural BMPs to the maximum extent possible, minimizing site grading and utilizing existing drainage patterns, in order to pursue an environmentally sensitive design, maintain natural hydrology and minimize the risk of sedimentation. There is no activity proposed on the Site which would contribute to the impairment of these waterways and receiving streams.

Figure 3 – Maryland's Tier II High Quality Waters Map



G. Disposal of Plant Generated Waste

1. Waste Handling During Construction

During construction, the contractor will collect any waste material and remove it from the Site to an approved waste handling facility. Large amounts of waste during construction are not anticipated. Waste material will mainly consist of packaging materials from the framing and electrical equipment that will be delivered to the Site.

2. Waste Handling During Operation

During operation, there will be little, or no waste material generated at the Site. Any waste that is generated from maintenance and/or repair operations will be removed from the Site and disposed of at an approved waste handling facility.

There will be no sanitary sewer waste generated at the Site.

3. Hazardous Materials

Solar panels and inverters used for this Project do not pose any significant hazards to the environment or public health. Solar panel materials are contained in a solid matrix that is insoluble and non-volatile at ambient conditions, and enclosed. In the rare instance where a solar panel might be subject to higher temperatures, any materials released would likely bind to the glass covering the PV cells and be retained there. Release of any toxic materials from inverters is unlikely provided appropriate electrical and installation requirements are followed. The system will be monitored remotely during operation, and any issues resulting from damaged PV modules will be identified and investigated. Regular visual inspections will occur to identify modules needing replacement due to damage.

4. Decommissioning and Deconstruction

Waste associated with decommissioning and deconstruction of the Project will be handled appropriately pursuant to an approved Decommissioning Plan provided to the Commission and Power Plant Research Program.

7.0 COMAR 20.79.03.03 NATURAL RESOURCES INFORMATION

A. Environmental Studies

1. Wetlands Delineation Study

Wetland delineation studies for the property were conducted by SWCA Environmental Consultants and ATWELL, LLC. Jurisdictional streams and wetlands were identified and located within the Site property boundary. MDE review of the wetland and stream locations will be based on the findings in these reports. A MDE pre-application meeting site walk will occur prior to the CPCN submittal. The Site layout configuration avoids direct impacts to non-tidal wetlands. However, impacts to jurisdictional waters will be required for access to all areas of the site. The project plans to utilize existing culverts which will be upgraded as needed. All jurisdictional limits and impacts will be confirmed during the MDE pre-application site visit.

2. Natural Resources

According to Maryland's Environmental Resource and Land Information Network ("MERLIN"), there are no Protected Lands or Critical Areas on the Site. A review of the U.S. Fish and Wildlife Service ("USFWS") Information for Planning and Consultation ("IpaC") resource list identified that the Northern Long Eared Bat, Tricolored Bat and Monarch Butterfly may be impacted by the Project. After consulting directly with the USFWS, based on the proposed project plan, in an effort to avoid and minimize impacts to bat species, any tree clearing will only take place between October 1st and March 31st. All above reference reports are included in **Appendix D.**

3. Project Review Request

A Project Review Request was submitted to the Maryland DNR – Wildlife & Heritage Service, requesting information regarding any federal or State rare, threatened, and/or endangered species at the Site. The Applicant received a letter response, dated January 2, 2026, from the Maryland DNR Wildlife and Heritage Service, which included protection guidelines that could be incorporated, as applicable, into any plans for the project site. No further coordination is required with Maryland DNR regarding protective measures for State or federal records of rare, threatened, or endangered species at the Site. A copy of the Project Review Request and letter responses from the DNR Wildlife and Heritage Service are included in **Appendix E**.

4. Critical Area

According to the Maryland DNR Critical Area Boundary map viewer, the Site is located outside of the Critical Area Program. Therefore, the Project does not impact Critical Areas.

5. Phase I Environmental Site Assessment

A Phase I ESA ("ESA") was conducted by ATWELL, LLC in January, 2026. No current, historical or controlled Recognized Environmental Conditions ("RECs") were identified during the site assessment.

No additional investigation or remediation was recommended.

The Phase I ESA is included in **Appendix M**.

6. Geotechnical Exploration

The Applicant has engaged a geotechnical engineering firm to perform necessary geotechnical and seismic analysis to demonstrate the site is suitable to support the proposed solar generation facility. The Preliminary Geotechnical Assessment will be included in **Appendix C**.

7. Forests

Md. Natural Resources Article § 5-1606(a)(6) provides that "[s]olar photovoltaic facilities may not be subject to afforestation requirements under" the Forest Conservation Act. Local governments have authority to adopt their own forest conservation ordinances, but state law ultimately controls when there is a conflict between state and local law. The state law is clear that solar photovoltaic facilities cannot be subject to afforestation requirements."

ATWELL, LLC has completed the necessary Forest Stand Delineation (FSD) which supports these preliminary determinations. As part of the FSD field work, ATWELL, LLC identified two (2) forest stand of mature deciduous forest. Stand A is dominated by Chestnut Oak, Black Gum, and Red Maple. Stand B is dominated by Loblolly Pine, Red Maple, and American Holly. No forested areas will be cleared as part of this Project.

B. Noise and Vibration

1. Impacts of Noise During Construction

COMAR 26.02.03.02 requires that noise levels not exceed those listed in **Table 4**, except for construction or demolition activities for which the minimum allowable noise level is ninety (90) decibels ("dB") during the daytime. Piledriving equipment used between 8 AM and 5 PM is exempted from the limitations of COMAR 26.02.03.02, pursuant to subpart I(2)(j).

Table 4 – Maximum Allowable Noise			
	Industrial	Commercial	Residential
Day	75	67	65
Night	75	62	55

Source: COMAR 26.02.03

Note: Day refers to the hours between 7 AM and 10 PM; Night refers to the hours between 10 PM and 7 AM.

Noise emissions generated from the proposed Project have been evaluated based on the proposed equipment expected to be utilized during construction of the solar facility. The highest potential for noise impacts during construction conditions may occur while equipment, specifically pile-driving, is in operation near to an adjacent landowner's property lines for solar array racking installations. Note that the distance from the solar array to adjacent, non-participating residence is greater than 500 feet at any given location. Using sound attenuation principles, the maximum allowable construction noise level of ninety (90) dB will be achieved at fifty (50) feet from the pile-driving equipment. The racking installation in this scenario will occur over a short duration and the distance to the Property line will increase for subsequent pile installations; this will result in decreased sound levels as the installations move from exterior to interior locations to produce minimal sound impacts to adjacent residences. Additional construction equipment will be used, and noise emissions will be significantly less than pile-driving equipment.

To address any potential sound emissions during temporary construction conditions, heavy equipment operation and solar array and equipment installations will be mitigated by workday and work hour limitations as to not impose a nuisance on adjacent properties. Construction noise impacts will be minimized and mitigated by requiring that all equipment be maintained in good operating condition and that all motors and engines be muffled in compliance with the Annotated Code of Maryland Transportation Article, § 22-402 and according to manufacturer's specifications. Pursuant to COMAR 26.02.03.02, pile-driving equipment will only be used between the hours of 8 AM and 5 PM. Sound levels from construction

activities are not anticipated to be higher than usual in this setting. Additional information pertaining to the noise management plan for the Project can be found in **Appendix L.**

2. Impacts of Noise During Operation

Noise emissions generated from the proposed solar development have been evaluated based on the proposed electrical equipment to be used during long-term solar facility operation. The proposed DC to AC inverters were determined to have the most potential for noise production during solar facility operation. In comparison to the inverters, the remaining PV electrical equipment and control systems are expected to have a lower sound emission and/or can be considered negligible, as measured at a distance to an adjacent residence, since they contribute significantly less or no additional sound emissions when relative to ambient noise conditions.

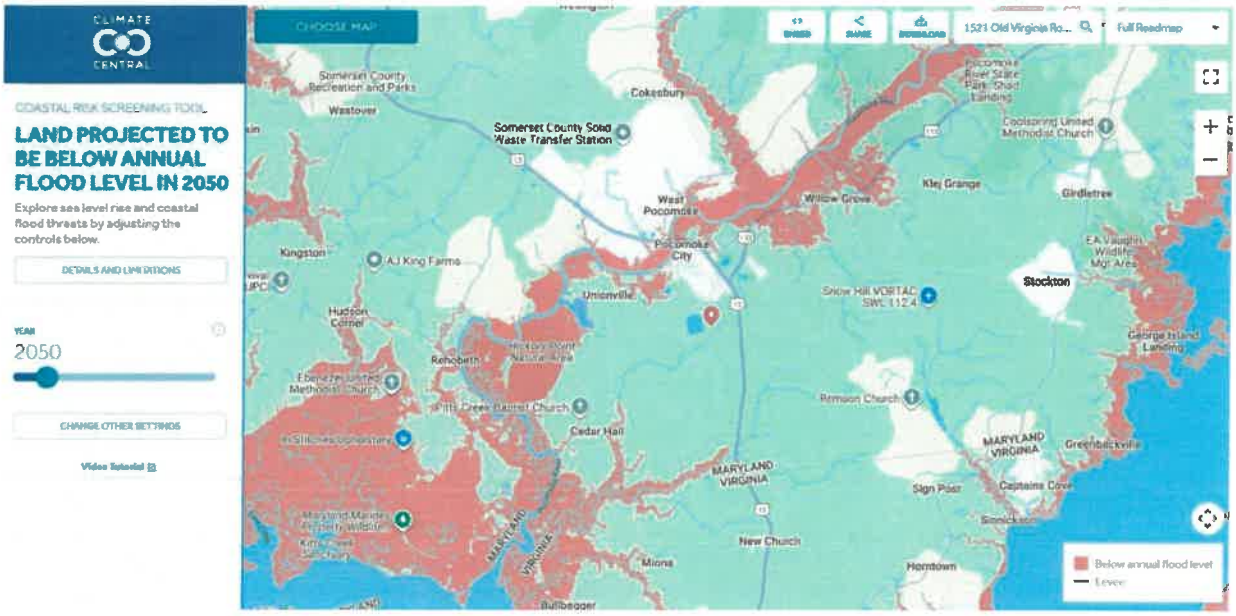
To achieve an inverter audible sound within the lowest allowance (65 dB), a buffer distance of at least forty (40) feet must be maintained to an adjacent residence; this distance was determined utilizing sound attenuation principles. The closest non-participating residential reception areas to the equipment pad, which contains the inverters, is approximately 1,200 feet away. The equipment pad is centrally located and located as far away as feasible from residences and adjacent property lines. The Applicant utilized a conservative approach for this evaluation as this does not account for landcover type, foliage, topography, or proposed landscape screening, and solar module shielding which would also contribute to noise emission reduction due to the physical characteristics of the Site.

As the facility will be in a nonoperational status during nighttime hours and the ambient conditions are relatively quiet, the noise impacts from normal solar facility operations are considered negligible. Additional information pertaining to the noise management plan for the project can be found in **Appendix L.**

C. Sea Level Rise Projection

According to the Climate Control coastal risk screening tool, see **Figure 4** below, the Project area is not located on land projected to be below annual flood level in the year 2050. Therefore, sea level rise does not affect the Property, and no measures are indicated.

Figure 4 – Sea Level Rise Projection Map



D. Effects of Climate Change

Climate change may lead to higher average and extreme air temperature, more extreme temperature days annually, and an increase in both the frequency and intensity of severe storms, as a result, the Project has been designed accordingly. The proposed PV modules for the Project have temperature coefficients designed to be reduced only slightly as temperatures increase. Other proposed equipment present onsite is rated for much higher ambient temperature and are not anticipated to influence the overall system performance in extreme temperature scenarios. The system is designed to operate around dry bulb temperatures of seven (7) to ninety-seven (97) degrees Fahrenheit ("°F"), as defined by American Society of Heating, Refrigerating and Air-Conditioning Engineers ("ASHRAE") standards. With production adjustment factors, the inverters are designed to operate in a wider temperature range, tolerant of extreme temperatures. The Project will be designed to withstand snow and wind loads in accordance with the International Building Code ("IBC") 2021 in the event of extreme weather.

8.0 COMAR 20.79.03.04 SOCIOECONOMIC INFORMATION

A. General Information

1. Summary of Environmental and Socioeconomic Effects

The Applicant believes that neither construction nor operation of the Project will have an adverse environmental or socioeconomic impact.

a. Environmental Resources

The Project is extremely environmentally friendly. It is not located in the Critical Area and will not directly impact wetlands. The Project will be reviewed by MDE, who will confirm that wetlands will not be impacted by the Project. Accordingly, the Project design incorporates a twenty-five-foot (25') setback from wetland areas. The proposed stream crossing impacts will be reviewed by MDE during the preapplication meeting. According to the Department of Natural Resources there are no rare, threatened, or endangered species onsite after a Phase I Survey was conducted. According to the FEMA FIRM Map Number 2407C0345H Panel 345 of 450 effective July 16, 2015, there are no mapped floodplains in the area of the proposed Project **(Appendix K).** The Project's construction activities which would lead to less since the concrete staging area would be removed and impervious area will be minimal since the structures are built on pilings and there are very few paved areas to be created with the exception of the pads for inverters and switchgear.

b. Cultural Resources

Atwell, LLC has prepared a Cultural Resource Site Assessment to conduct a due diligence review. According to the conclusions and recommendations of the report, the site has moderate potential to contain precontact archeological resources within the vicinity of Little Mill Creek, and a high potential to contain historic archeological resources within the vicinity of the historic-era farmhouse. Elsewhere, the site exhibits a low potential for archeological resources. (see **Appendix F**).

2. Ability to Conform to Applicable Environmental Standards

The Project's design and construction will require review by state and local authorities through the CPCN process. The Project will also comply with various federal and state environmental regulatory requirements as applicable.

3. General Description of the Site and Adjacent Areas

a. Geology/Soils

The Site is outside the Critical Area and contains soils which are poorly draining. The principal soil components on this Site consists of Fallsington sandy loams, 0 to 2 percent slopes, which accounts for approximately four percent (4%) of the total property, Othello silt loams, 0 to 2 percent slopes, which accounts for approximately ninety-five percent (95%) of the total property, and Water which accounts for approximately half a percent (0.5%) of the property.

b. Steep Slopes

There will be grading in areas for the access road, equipment pad, and within the solar array field to accommodate required slopes for non-rooftop disconnection credit. The internal solar array aisle ways and the perimeter drive aisle, for maintenance and emergency vehicles, will be meadow cover.

The entirety of the slopes and grades within the proposed LOD fall within the range of zero percent (0%) to five percent (5%). Areas with slopes in excess of twenty-five percent (25%) have been avoided as part of this development.

Slopes and grades within the proposed LOD fall within the range of zero percent (0%) to five percent (5%). The only grading proposed for the Project is associated with the access road, equipment pad, and within the solar array field to provide non-rooftop disconnection credits as the preferred practice. A sediment and erosion control plan will be prepared and submitted as part of the local County review and approval process. This plan will identify proposed work areas, acreage that can be open at one time, and stabilization requirements.

c. Flora Resources

The Project will not impact flora resources.

d. Fauna Resources

The Project will not impact fauna resources.

e. Implementation Schedule for the Project

The Project schedule includes the approximate implementation dates as shown in **Section 5.0.K**.

B. Lighting

Although there are no lighting requirements for the Project, the Applicant may consider minimal lighting for security considerations, or as required through the CPCN review process.

C. Glare Analysis

PV panels by design absorb ninety-eight percent (98%) of light, reflecting as little as two percent (2%) of sunlight, the same amount of reflection observed off still water, and are covered in an anti-reflective coating to prevent any potential for glare. The Applicant utilized the ForgeSolar PV Planning and Glare Analysis tool and the Federal Aviation Administration ("FAA") 2013 Policy Adherence component (FAA Notice Criteria Tool), to conduct a desktop glint and glare analysis of the proposed solar generation facility. Based on the ForgeSolar report results, there will be glare with low potential for temporary after-image predicted produced by the proposed solar facility. The Applicant will consult the FAA and MAA for its review of potential glare impacts associated with the Project.

The ForgeSolar PV Planning and Glare Analysis tool analyzed the 6 PV array locations and 38 receptor locations. The results indicated that there was glare with low potential for temporary after-image predicted. The results indicated there was potential for 111.7 hours of green glare annual, and 0 hours of yellow glare. The green glare results on Observation Point 1 indicate 3.4 hours from PV array 2-1, 57.3 hours from PV array 2-2, 32.8 hours from PV array 2-3, and 18.1 hours from PV array 3-1. There was no potential for annual yellow glare from any of the array.

D. Fencing and Buffering

The Project will be enclosed and protected by a minimum seven (7') foot tall security fence. In addition to the fencing surrounding the whole system, additional screening buffers, as required, will be implemented around portions of the solar array, ingress and egress areas, and all adjacent roadways and residential properties that do not have natural tree lines or vegetation screening from the subject parcel.

E. Vegetating Stabilization

Turf style grasses that are conducive to growing in partial shade, so that vegetation can be maintained beneath and around the arrays, will be indigenous to the area and those typically recommended for use by Worcester County SCD. This will also include a type and seed mix that provides low growth and low maintenance.

F. Public Safety and Transportation Impacts

1. Transportation During Construction

Major material and equipment will be delivered by tractor-trailers and offloaded by construction vehicles (lulls, tracked vehicles, and front-loading equipment). A staging area will be utilized for unloading equipment and materials. Daily construction traffic will include cars, pickup trucks, and other personnel vehicles. Excavation and other equipment will be utilized during construction of the Project, which may include dump trucks, trenching equipment, concrete trucks, front loaders, backhoes, post installation equipment, excavators, and other equipment. Staging and stockpile areas will be designated on the site plan.

In addition, the Applicant will take photographs of the affected roads prior to the start of construction and repair any unexpected damage as a result.

2. Transportation During Operation

There will be limited traffic to and from the solar array during operation. Traffic will mostly be limited to maintenance crews for mowing and vegetation maintenance. During vegetative growing season, monthly vegetative maintenance would be performed. Quarterly to yearly maintenance of the solar array components will be necessary, along with site visits for any operational issues that may arise during normal operation.

3. Dust Control

During construction, dust may be produced from non-point sources such as earthwork and construction traffic on unpaved roads. This type of dust is described as fugitive dust. Fugitive dust is expected to be less than normal construction since this Project will not require excessive earthwork activities. Some water may be necessary for dust control during construction. If water is needed to control dust, bulk water services can be used.

4. Radiofrequency and Thermal Impacts

   There are no anticipated radiofrequency or thermal impacts to communications systems or military operations.

G. Effects on Local Economy

See **Section 2.0** for a statement of the Project's need and purpose. This section of the ERD describes the significant economic benefits to the local economy during the design, construction, and operation phases of the Project.

9.0 COMAR 20.79.03.05 EJSCREEN REPORTS

According to the Maryland Department of the Environment's EJ Screening Tool, the Project is located in an underserved and overburdened community. Pursuant to the Maryland Public Utilities Article § 7-218, if a proposed solar energy generating station is located in such a community, the Applicant must conduct at least two public meetings in the community to collect community feedback and provide opportunities to address that feedback. The Applicant has held at least two public meetings in Worcester County within **10 miles** of the Project site. The Applicant held public community meetings on DATE 1 TBD and DATE 2 TBD from TIME TBD pm at LOCATION TBD located at ADDRESS TBD. Notice for these meetings was posted in a newspaper in general circulation in the County where the proposed Project will be located, and on the Applicant's social media sites at least two weeks before the meetings. Notices were posted on the Applicant's social media on DATE 1A TBD and DATE 2A TBD. Notices were also posted by NEWSPAPER TBD on DATE 1B TBD and DATE 2B TBD and were circulated in the AREA TBD area. Accordingly, the Applicant has complied with this requirement and documentation of these postings is included as **Appendix W.**

Maryland Public Utilities Article § 7-218 states:

(e)(1) *When verifying whether the documentation provided under subsection (d) of this section meets the requirements under subsections (f) and (g) of this section, the Commission or local jurisdiction shall, if the proposed location of the solar energy generating station is in an area considered to be overburdened and underserved, as defined in § 1-701 of the Environment Article, require the person constructing the solar energy generating station to hold at least two public meetings in the community where the solar energy generating station is to be located to collect community feedback and provide opportunities to address community feedback.* ***(2)(i)*** *Subject to subparagraph (ii) of this paragraph, the meetings required under paragraph (1) of this subsection shall be held:*

1. *in the county in which the proposed solar energy generating station is to be located; and*
2. *within 10 miles of the proposed location of the solar energy generating station.* ***(ii)*** *If the owner of a proposed solar energy generating station cannot find a meeting location that meets the requirements of subparagraph (i) of this paragraph, the owner may select an alternative location that is as close as practicable to the location of the proposed solar energy generating station.*

WORCESTER COUNTY

DEPARTMENT OF DEVELOPMENT REVIEW AND PERMITTING
GOVERNMENT CENTER ONE WEST MARKET STREET, ROOM 1201
SNOW HILL, MARYLAND 21863
TEL:410.632.1200
http://www.co.worcester.md.us/departments/drp

M E M O R A N D U M

TO: Weston S. Young, Chief Administrative Officer
FROM: Jennifer K. Keener, AICP, Director
DATE: June 18, 2026
RE: County Commissioners' Findings of Fact and Resolution – Amended Rezoning Case No. 444 (Black Water Relics)

****

Attached please find the County Commissioners' draft Findings of Fact and Resolution relative to the above referenced rezoning case. As you are aware, the public hearing was held by the County Commissioners on June 16, 2026, and the rezoning was subsequently approved. The County Commissioners shall review the findings and provide any suggested revisions prior to adoption. 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.

ZONING RECLASSIFICATION RESOLUTION NO. 26-

A RESOLUTION OF THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, PURSUANT TO § ZS 1-113 OF THE ZONING AND SUBDIVISION CONTROL ARTICLE OF THE CODE OF PUBLIC LOCAL LAWS OF WORCESTER COUNTY, MARYLAND, CHANGING THE ZONING CLASSIFICATION OF CERTAIN PARCEL OF LAND SHOWN ON TAX MAP 63 AS PARCEL 106 FROM A-1 AGRICULTURAL DISTRICT TO C-2 GENERAL COMMERCIAL 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, Black Water Relics, LLC, applicant, and Hugh Cropper, IV, applicant's attorney, filed a petition for the rezoning of approximately 0.78 acres of land shown on Tax Map 63 as Parcel 106 ("petitioned area"), located at 4432 Market Street, north of Moat Road, Snow Hill, requesting a change in zoning classification thereof from A-1 Agricultural District to C-2 General Commercial District; and

WHEREAS, the Worcester County Planning Commission gave the petition a favorable recommendation during its review on August 3, 2023; and

WHEREAS, subsequent to a public hearing held on October 17, 2023, 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 had not been a mistake of fact and denied the rezoning; and

WHEREAS, on appeal, the case was remanded back to the County Commissioners for further proceedings to produce additional findings of fact regarding the denial of the request. The Worcester County Commissioners and counsel for Black Water Relics agreed to hold a new public hearing to allow both sides to present additional evidence and argument; and

WHEREAS, subsequent to a new public hearing held on June 16, 2026, 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 based upon new testimony that there had been a mistake of fact 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 Black Water Relics, LLC, applicant, and Hugh Cropper, IV, applicant's attorney, and shown on Tax Map 63 as Parcel 106 is hereby reclassified from A-1 Agricultural District to C-2 General Commercial District.

BE IT FURTHER RESOLVED that the effective date of this Resolution shall be nunc pro tunc, June 16, 2026.

IN THE MATTER OF	*	
	*	**AMENDED**
THE REZONING APPLICATION OF	*	
	*	**REZONING CASE NO. 444**
BLACK WATER RELICS, LLC	*	
	*	

****

FINDINGS OF FACT

Subsequent to a public hearing held on June 16, 2026, the Worcester County Commissioners considered the amended Rezoning Case No. 444. The case requested the rezoning of one parcel of land totaling 0.78 acres located on the east side of Market Street, approximately 0.25 miles north of Moat Road in Snow Hill, from A-1 Agricultural District to C-2 General Commercial District. The original rezoning case was heard on October 17, 2023, where it was denied by the County Commissioners. On appeal, it was remanded back to the County Commissioners for further proceedings to produce additional findings of fact regarding the denial of the request. The Worcester County Commissioners and counsel for Black Water Relics agreed to hold a new public hearing to allow both sides to present additional evidence and argument.

The record incorporated into evidence at the hearing as Exhibit No. 1 included a summary of the appeal; an amended staff report with staff exhibits; a copy of the public hearing transcript from October 17, 2023; and the original record submitted into evidence at the October 17, 2023, public hearing. A presentation was made on behalf of the applicant by Hugh Cropper, IV, Esquire. In attendance on behalf of the application were the property owner, Amy Kelly ("Applicant"); Gregory Wilkins, professional land surveyor; Christopher McCabe, environmental consultant; Chuck Martin, former Worcester County Sheriff; Tommy Aydolette, former adjoining resident; Jennifer Patrick, current adjoining resident and Royal Plus employee; and Edward Lee, Snow Hill resident.

At the conclusion of the Applicant's case, Commissioner Fiori made a motion, seconded by Commissioner Mitrecic, which carried 5 to 2 with Commissioners Bertino and Bunting opposed, to find that there was a mistake of fact made in the existing zoning of the petitioned area during the 1992 comprehensive rezoning. The Worcester County Commissioners hereby adopt the findings of the Planning Commission and also make 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. 444: This case seeks to rezone petitioned area on Tax Map 63, Parcel 106, consisting of approximately 0.78 acres. The parcel is located on the easterly side of Market Street, Snow Hill, north of Moat Road. The request is to reclassify the

petitioned area from A-1 Agricultural District to C-2 General Commercial District. The petitioned area is currently improved with an 11,200 square foot storage warehouse with a concrete pad.

Applicant's testimony before the County Commissioners: Mr. Hugh Cropper, attorney for the applicant, noted that if the County Commissioners wish to approve the requested rezoning, they can refer to the Planning Commission's Findings of Fact from August 2023 where they provided a favorable recommendation. He noted that he was not arguing that there had been a mistake based on the 1989 Comprehensive Plan, rather that the resulting non-conformity is evidence of a mistake. Regarding the other potential uses for the property listed in the amended staff report, Mr. Cropper does not believe that the Board of Zoning Appeals would grant the extensive variances necessary to make the lot compliant. He stated that this is a unique case in that it is based on a mistake in the 1992 comprehensive rezoning. Referring to Staff Attachment No. 4, the 1978 zoning Tax Map 63, he noted that there were approximately 30 acres of B-2 General Business District zoning removed in a broadbrush manner. While certain areas were appropriately eliminated, it was a mistake to rezone active commercial uses on the petitioned area. He provided an example in the South Point area where similar commercial zoning was reduced, but not eliminated, to maintain the commercial zoning designation for the Assateague Crab House and Assateague Market properties. Submitted as Applicant's Exhibit No. 1 was a copy of § ZS 1-113 Amendments, from the 2009 Worcester County Zoning Code with two sections highlighted. As outlined in the code, the County Commissioners must first determine whether there was a mistake in the existing zoning classification, and if so, then they must find that a change in the zoning would be more desirable in terms of the current Comprehensive Plan. Mr. Cropper testified that the Comprehensive Plan supports growth in the vicinity of and including the petitioned area. Submitted as Applicant's Exhibit No. 2 was a copy of § ZS 1-201 A-1 Agricultural District, from the 2009 Worcester County Zoning Code. Mr. Cropper discussed potential septic replacement, limitations on the use due to septic capacity, and the Water and Sewer Plan designation of W-1/S-1 for planned service within 0 to 2 years.

Mr. Tommy Aydolette, a current resident of Newark, testified that he had resided in the dwelling adjacent to the petitioned area between 1979 (at 13 years old) to 2009. He stated that as of March 10, 1992, the building had been utilized for the storage of World War II airplane parts. The property owner at the time was the largest seller of parts in the world. He is supportive of the rezoning, concurring with Mr. Cropper that this was a good faith mistake.

Submitted as Applicant's Exhibit No. 3 was a letter from Mayor Janet T. Simpson in support of the requested rezoning. Mr. Cropper stated that the town and county worked together on the 2006 Comprehensive Plan's designated growth areas, as illustrated in their respective plans.

Mr. Greg Wilkins, Maryland registered land surveyor, testified that he prepared the survey that was submitted as Applicant's Exhibit No. 4. He concurred with the Planning Commission's recommendation, who voted unanimously to find a mistake in the zoning and consistency with the current Comprehensive Plan. Mr. Cropper noted that there was only one

agricultural zoning district at the time of the 1992 comprehensive rezoning, which included more quasi-commercial uses that have since been directed to the A-2 Agricultural District regulations in 2009. The applicants weren't provided the opportunity for a potential A-2 District classification as they were annexed into the Town of Snow Hill at the time of the 2009 comprehensive rezoning. Mr. Wilkins also concurred with Mr. Cropper's previous testimony over the limited uses and extensive variances that are not likely to be granted by the Board of Zoning Appeals. He concurs that it was a good faith mistake and is consistent with the current Comprehensive Plan, noting that from a site design perspective, the petitioned area is more suitable to being repurposed into a C-2 General Commercial District use.

Mr. Chris McCabe, environmental consultant, testified that he was the prior Natural Resources Administrator for Worcester County where he was involved with the current Comprehensive Plan, and grew up in Snow Hill. He concluded that the A-1 District zoning was a mistake and that the petitioned area is not suitable for any agricultural uses. The soils and septic capacity were discussed.

Ms. Jennifer Patrick, adjoining resident and employee of Royal Plus, testified in support of the requested rezoning. She resides directly across Market Street from the petitioned area. Additionally, speaking on behalf of Royal Plus, they are supportive of the rezoning which will serve properties that are part of their pending annexation request on the westerly side of Market Street. She stated that a commercial business would be an asset to Snow Hill, and that it currently looks vacant/ abandoned.

Ms. Amy Kelly, owner, Black Water Relics, LLC, testified in support of the application. She has owned the property for four years. She has had an antique store in Pocomoke City for six years, which she had renovated for commercial and residential use. They do not offer consignment sales in Pocomoke and thought to offer that service at the petitioned property. Currently, the building is utilized for storage of items purchased from estate sales. She acknowledged that she is not sophisticated in real estate matters, purchasing the building without a realtor and conducting her own due diligence. She stated that she didn't think to check the zoning of the property.

Mr. Edward Lee, Snow Hill resident, testified that he was in support of the application, and that the residents of Snow Hill were also in support of growth in the area as evidenced by a survey recently conducted for the town's comprehensive plan update.

Mr. Cropper submitted Applicant's Exhibit No. 5 into the record, which was a copy of notes from the August 2023 Planning Commission meeting, referencing Mrs. Phyllis Wimbrow's statements that Mr. Kelly Shannahan prepared the zoning maps and explaining how she recalled that process came about.

Mr. Chuck Martin, former Worcester County Sheriff, testified in support of the rezoning. He stated that he rode the roads for 40 years, and the business had its doors closed all that time. He referenced his uncle who worked at the original Shockley and Humphries grocery outlet.

The County Commissioners' findings regarding the definition of the neighborhood: The County Commissioners find that because the argument was based on a mistake that 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 concluded that there has been no population growth in the surrounding area since the 1992 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 upon public facilities as it pertains to wastewater disposal and the provision of potable water, since this property would be served by private sewer and a private well. Mr. Mitchell's memo stated that the subject property has a designation of a Sewer Service Category of S-1 (Immediate to 2 years) in the Master Water and Sewerage Plan. The County Commissioners acknowledged that the possible uses for this property would be limited by the septic capacity. Additionally, fire and ambulance services will be available from the Snow Hill Fire Company. No comments were received from the fire company regarding this review. Police protection will be available from the State Police Barracks in Berlin and the Worcester County Sheriff's Office in Snow Hill. No comments were received from either the Maryland State Police or the Worcester County Sheriff's Department. The petitioned area is served by the following schools: Snow Hill Elementary School, Snow Hill Middle School, and Snow Hill High School. As a commercial use, there will be no impact on the school system. In consideration of its review, the County Commissioners found that there will be no negative impacts to public facilities and services resulting from the proposed rezoning.

The County Commissioners' findings regarding present and future transportation patterns: Based upon the testimony presented, the County Commissioners find that the petitioned area has access to Market Street, a State-maintained Road. The Maryland Department of Transportation State Highway Administration (MDOT SHA) District 1 stated that they have no objection to the rezoning and that development would require review and approval from District 1 Access Management and obtain any permits as needed.

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 a rezoning of the subject property to C-2 would be compatible with existing and proposed development. The proposed rezoning would not have an impact on environmental regulations as the property is already paved. As for any future sewer expansion, the property owners also own parcel 89 (not subject to the current rezoning request) and could be used for obtaining additional sewer flow, subject to review and approval by the Department of Environmental Programs.

The County Commissioners' findings regarding compatibility with the County's Comprehensive Plan: The County Commissioners find that according to the 2006 Comprehensive Plan and associated land use map, the petitioned area lies within the Growth Area (GA) Land Use Category. This category designates areas outside incorporated areas that are suitable and desirable for future planned growth. The County Commissioners found that the proposed rezoning of the petitioned area from A-1 Agricultural District to C-2 General Commercial District is compatible with the Comprehensive Plan and in keeping with its goals and objectives.

The County Commissioners' findings regarding the recommendation of the Planning Commission: The County Commissioners find that the Planning Commission acknowledged that the 1992 comprehensive rezoning from B-2 General Business District to A-1 Agricultural District created an unsuitable lot for agricultural uses. The Planning Commission acknowledged that the petitioned area was not considered as part of the 2009 comprehensive rezoning as it was annexed into the Town of Snow Hill at the time. Therefore, the Planning Commission gave a favorable recommendation to the rezoning of the petitioned area from A-1 Agricultural District to C-2 General Commercial District. Having made the above findings of fact, the County Commissioners concur with the recommendation of the Planning Commission and adopt its findings of fact solely as it pertains to Parcel 106 ("petitioned area").

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 a mistake of fact was made in the 1992 comprehensive rezoning wherein the petitioned area was rezoned from B-2 General Business District to A-1 Agricultural District. They concurred that the elimination of the B-2 District zoning in 1992 resulted in a non-conformity that supports the finding of a mistake. The County Commissioners found that the requested zoning conforms to the Worcester County Comprehensive Plan, which encourages growth in the westerly and southerly part of Snow Hill. 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. 444 and thus rezone the petitioned area, Tax Map 63, Parcel 106, from A-1 Agricultural District to C-2 General Commercial District.

Adopted as of June 16, 2026. Reduced to writing and signed _____, 2026.

ATTEST:

COUNTY COMMISSIONERS OF
WORCESTER COUNTY

MARYLAND'S Coast
WORCESTER COUNTY

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

MEMORANDUM

TO: Worcester County Commissioners
FROM: Charlene Sharpe, Legislative Analyst
DATE: June 30, 2026
RE: Prescription Drug Affordability Board

The Maryland Health Care for All Coalition is meeting with jurisdictions throughout the state regarding the Prescription Drug Affordability Board (PDAB). The PDAB was created by the Maryland General Assembly in 2019 to address the high cost of prescription drugs. In the years since, PDAB has identified drugs causing affordability issues, made recommendations on cost containment strategies and in some cases set upper payment limits.

Maryland's Landmark Prescription Drug Affordability Board: Its History and Progress

A New Approach to Bring Down Costs

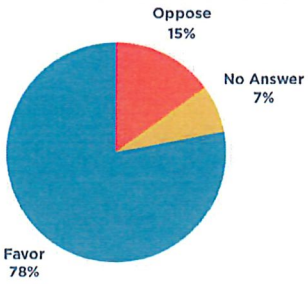
We are all hurt by the high cost of prescription drugs, whether it's at the pharmacy counter, through insurance premiums, or through government spending of our taxpayer dollars. These skyrocketing costs place considerable burdens on our families and neighbors, forcing people to make difficult decisions between paying for their lifesaving medications and other necessities.

In 2019, the Maryland General Assembly responded to these growing concerns by creating the first-in-the-nation Prescription Drug Affordability Board (PDAB). The legislation authorized the PDAB to use upper payment limits to make high cost drugs more affordable for state and local governments. **In 2021, the General Assembly overrode a veto** to establish an independent funding mechanism through an assessment on drug manufacturers, insurers and PBMs.

In 2024, the Legislative Policy Committee of the General Assembly approved the PDAB's Upper Payment Limit Action Plan which set out how the PDAB will use this authority to make high cost drugs more affordable for government entities and how the body will perform its cost reviews.

In 2025, with the support of Governor Wes Moore, the Maryland General Assembly passed legislation to expand the PDAB's authority to allow for statewide upper payment limits to make high cost drugs more affordable for all Marylanders. The PDAB can use this expanded authority one year after it has implemented upper payment limits for at least two drugs for state and local governments. Maryland now joins three other states, Colorado, Minnesota, and Washington, which based on Maryland's initial 2019 law created PDABs with full upper payment limit authority.





Strong Public Support

Polling consistently shows strong public support for Prescription Drug Affordability Boards, with numbers similar to these shown from a 2019 Gonzales Poll in Maryland. Polling has also highlighted that an overwhelming majority of voters feel that drug corporations could make prescription drugs more affordable to the public without harming research and development.



A Mobilizing Issue

In Maryland, over 450 faith, community, labor, business, and health care organizations from across the state joined together to form the Prescription Drug Affordability Coalition to urge the Maryland General Assembly to act. Additionally, key local leaders, the Maryland Association of Counties, and the Legislative Black Caucus have all rallied behind the issue.

Maryland Prescription Drug Affordability Board Progress

In 2024, the PDAB identified six drugs as causing affordability issues for Marylanders or our state health care system. These drugs are: Jardiance, Farxiga, Ozempic, Trulicity, Dupixent, and Skyrizi

Following the selection, the PDAB is tasked with examining whether or not to use its upper payment limit authority for these drugs.

Now in 2025, **the PDAB is focusing its attention on Jardiance and Farxiga** which are major cost drivers for state and local governments. The PDAB is performing cost reviews, soliciting public comment, and determining whether to use its authority to make these high cost drugs more affordable for state and local government entities. Should they choose to do so, the PDAB could save taxpayers millions of dollars.

Given the inclusion of Jardiance and Farxiga on the first Medicare Maximum Fair Price negotiations list, Maryland's PDAB may choose to utilize this rate determination as the state's upper payment limit.

For more information please contact:

Vincent DeMarco
demarco@mdinitiative.org

MARYLAND Health Care FOR All

2600 St. Paul St. Baltimore, MD 21218 410.235.9000 www.healthcareforall.com

Selected Drugs

Maryland's PDAB selected six drugs for initial review: **Jardiance, Farxiga, Ozempic, Trulicity, Dupixent, and Skyrizi.**

It voted to set upper payment limits on Jardiance for state and local government entities on April 13, 2023. Affordability reviews on Farxiga, Ozempic, and Trulicity have also been completed. The Board did not choose to move forward with a vote on UPLs for Farxiga.

Jardiance, Farxiga, Ozempic have an established Medicare Maximum Fair Price, while Trulicity is undergoing negotiations for 2028.

Jardiance

Estimated Savings: **at least $320,000/yr** for state and local government entities

Estimated Savings for Statewide UPL: $9 to 16 million/yr





Ozempic

Estimated Savings: **$5.8 million/yr** for state and local government entities

Estimated Savings for Statewide UPL: $113 to $165 million/yr

Estimated Savings Analysis Completed by **Steve Ports Consulting**

MARYLAND'S Coast WORCESTER COUNTY

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

MEMORANDUM

To: Worcester County Commissioners
From: Ed Welch, Procurement Officer
Date: June 24, 2026
Re: **Request to Award – Solid Waste Environmental Monitoring Services**

Public Works-Solid Waste Division is recommending the County award the contract for **Solid Waste Environmental Monitoring Services** to **EA Engineering, Science, and Technology, Inc. *(Ocean Pines, MD).*** The total funds requested are **$373,030** which includes an additional $40,000 for Title V Tier 2 NMOC testing. Due to our historic knowledge of the County's sites and programs, EA's price includes the required Title V Tier 2 NMOC testing and reporting under task 1.2a, which totals $40,000. This occurs once every 5 years and would not be included in pricing in the additional 2 years if our contract was awarded and renewed.

Proposals were due and opened on June 16, 2026, at 2 p.m. Four (4) proposals were received. I have attached the proposal tabulation and contract to this memo. An evaluation team consisting of three members reviewed each proposal individually prior to an overall group average being established.

General Ledger accounts for the funding sources are as follows:
680.7002.6530.040 - $239,710 ($62,222 for gas monitoring, $177,488 for groundwater monitoring). $350,000 was budgeted in this account for FY27 for gas and groundwater monitoring at cell 5.
100.1203.200.6530.065 - $23,738. $40,000 was budgeted in this account for FY27 for MDE required gas monitoring at closed sites.
100.1203.200.6530.070 - $109,582. $130,000 was budgeted in this account for FY27 for MDE required groundwater monitoring at closed sites.

Please feel free to contact me if you have any questions. Thank you.

Solid Waste Environmental Monitoring Services
Tuesday, June 16, 2026, at 2:00 pm
Request for Proposals Tabulation Sheet
Respondent's Name(s):
EA Engineering *(Ocean Pines, MD)*
Soil & Land Use Technology *(Washington, DC)*
BAI Technology LLC *(Annapolis, MD)*
Geosyntec Consultants Inc. *(Columbia, MD)*

SECTION IV: SCOPE OF SERVICES

A. PROJECT DESCRIPTION

1. The County is accepting sealed proposals from qualified Consultants to provide comprehensive environmental monitoring services at its four (4) solid waste disposal facilities. The scope of work includes groundwater and surface water monitoring and air quality (landfill gas) monitoring programs conducted in accordance with applicable Maryland Department of the Environment (MDE) directives and regulatory requirements and in accordance with the terms and conditions and specifications set forth in this solicitation.

B. CONTRACT PERIOD AND PRICING

1. Project timeline is 365 days from Notice to Proceed.
2. Pricing must include all labor, travel, materials, tools, and equipment to perform Work.
3. Contract pricing will be valid for the term of **12 months** ("Contract Period").
4. Pricing will not change during the Contract Period.

C. CONTRACT PERIOD RENEWAL OPTION

1. The County reserves the right to extend the Contract Period for two additional one-year terms, provided the Successful Vendor agrees there will be no increase in price for the additional Contract Period(s). The Successful Vendor will notify the County's Administration Office in writing by each subsequent year regarding the Successful Vendor's decision to hold prices firm for an additional year. The County will then have the option to either extend the Contract Period or rebid.

D. SCOPE OF WORK

1. **Central Site Landfill**

   The Central Site Landfill is subject to Title V (40 CFR Part 70) requirements, the Greenhouse Gas Mandatory Reporting Program (40 CFR Part 98), and municipal solid waste landfill groundwater monitoring requirements under COMAR 26.04.07 in conjunction with 40 CFR Part 258. The following tasks describe the monitoring, reporting, and certification activities required to demonstrate compliance with applicable state and federal regulations. Ground water, Surface Water and Leachate monitoring locations are provided in Attachment A.

   i. **Task 1: Central Site Landfill Air Monitoring.** Provide routine monitoring of landfill gas and air emissions at the central landfill facility. Monitoring shall include all perimeter landfill gas probes, on-site structures, and any additional compliance monitoring locations. Submit following reports and certifications to MDE/ARMA in accordance with permit (Appendix B1) deadlines.

      a. **Title V Requirements**

         i. Prepare and submit Semi-Annual Monitoring Report (EPA Form SIXMON) in accordance with MDE/ARMA requirements.

         ii. Prepare and submit Annual Emissions Certification Report and Air Toxics Certification in compliance with MDE/ARMA requirements, including the Annual Non-Methane Organic Compound (NMOC) Emission Rate Report.

         iii. Prepare and submit Annual Title V Compliance Certification (EPA Form A-COMP) Report summarizing the compliance status of each permit condition for the prior calendar year (January 1 through December 31).

b. **Greenhouse Gas (GHG) Mandatory Reporting**
    i. Perform greenhouse gas emissions calculations in accordance with 40 CFR Part 98 subpart HH (municipal solid waste landfills) and submit using the e-GGRT application.

ii. **Task 2: Central Site Landfill Groundwater, Surface Water and Leachate Monitoring.** Provide routine monitoring of groundwater, surface water, and leachate at the landfill facility in accordance with the refuse disposal permit (Attachment B2) and the approved Monitoring Plan (Attachment C). Monitoring shall include all compliance monitoring wells, surface water sampling locations, leachate collection points, and any additional compliance monitoring locations**.**

a. **Regular Sampling and Analysis**. Perform sampling using low-flow sampling techniques for all monitoring wells throughout the site.
    i. Semi-Annual Sampling Events (Spring) will include:
        1. 22 shallow monitoring wells
        2. 3 intermediate monitoring wells
        3. 2 potable supply wells
        4. 2 surface water sampling locations
        5. 5 leachate collection points
    ii. Annual Sampling Event (Fall) will include:
        1. 22 shallow monitoring wells
        2. 8 intermediate monitoring wells
        3. 3 deep monitoring wells
        4. 2 potable supply wells
        5. 2 surface water locations
        6. 5 leachate collection points
    iii. Analytical parameters will include all constituents required under Tables I and II of the refuse disposal permit. Leachate samples will additionally be analyzed for semi-volatile organic compounds, pesticides, polychlorinated biphenyls (PCBs), cyanide, and sulfide. Method 8011 will be used for the analysis of 1,2-dibromoethane (EDB) and 1,2-dibromo-3-chloropropane (DBCP) per MDE directive.
    iv. Quality Control (QC) samples required per the approved Monitoring Plan.
    v. Perform static water level gauging at each monitoring in accordance with the approved Monitoring Plan.

b. **PFAS Sampling and Analysis.**
    i. PFAS sampling is required at the landfill during both the Fall and Spring semi-annual events, for a total of two PFAS sampling events.
    ii. PFAS sampling will include the full monitoring well network and will incorporate any additional sampling protocols required for PFAS Method 1633 analysis.

c. **Groundwater Contour Mapping, Statistical Analysis, and Reporting.**
    i. Following each sampling event, prepare a semi-annual report documenting water quality findings, statistical analysis, and groundwater conditions at the landfill in accordance with permit requirements and approved Monitoring Plan.
    ii. One electronic copy of each report will be submitted to MDE on behalf of the County. Two hard copies will also be provided to the County. Reports will be submitted to MDE in accordance with permit requirements.
    iii. An annual coordination meeting will be conducted with County staff to review monitoring results, discuss regulatory status, and plan for upcoming sampling events.

2. **Closed Landfills (Berlin, Pocomoke, and Snow Hill).**
The following tasks describe the monitoring and reporting activities required to demonstrate compliance with applicable state and federal regulations for the closed Berlin, Pocomoke and Snow Hill landfills. Monitoring locations are provided in Attachment D.
    a. **Task 3: Closed Landfill Air Monitoring**. Provide landfill gas monitoring at closed landfill facilities in accordance with COMAR 26.04.07, 40 CFR Part 258 Subpart D, and approved Environmental Monitoring Plan (Attachments E1, E2 and E3). Submit reports MDE in accordance with permit deadlines. One electronic copy of each report will be submitted to MDE on behalf of the County. Two hard copies will also be provided to the County.
        i. Sampling Events include:
            a. 7 permanent landfill gas probes and 1 on-site building at Pocomoke (quarterly monitoring)
            b. 21 permanent landfill gas probes and 1 on-site structure at Snow Hill (bi-monthly monitoring)
            c. 14 permanent landfill gas probes and 2 on-site structures at Berlin (monthly)
    b. **Task 4: Closed Landfill Groundwater Monitoring.** Provide routine monitoring of groundwater at the closed landfill facilities in accordance with approved Environmental Monitoring Plan. Submit reports MDE in accordance with permit deadlines. One electronic copy of each report will be submitted to MDE on behalf of the County. Two hard copies will also be provided to the County.
        i. Semi-Annual Sampling (Spring and Fall) Events include:
            a. 4 monitoring wells at Pocomoke
            b. 6 monitoring wells at Snow Hill
            c. 8 monitoring wells at Berlin
            d. 3 shallows wells at Berlin for water level gauging
3. **Laboratory Requirements**
    a. All groundwater analysis will be performed by an MDE-certified independent laboratory.
    b. A signed statement from the proposed laboratory stating that they can meet the Practical Quantitation Limit (PQL) concentration for each required parameter must

be provided. If the laboratory cannot meet the PQL and they do not have an approved waiver by MDE then they will not be approved for this contract.

c. Use of the most sensitive analytical methods listed with EPA guidance and in federal regulations 40 CFR 136, 141, 143, and SW-846 for water quality analysis

4. **Additional Reporting Requirements**

a. Historical data is to be managed in an EQuIS database or approved equal (not excel alone). All data, including non-detects should include numerical values such as reporting limits (i.e., the use of ND is not adequate).

b. Statistical analysis should be completed in accordance with 40 CFR 258.53, "ground-water sampling and analysis requirements". Use nonparametric test that does not assume a data distribution. To minimize false positive error, perform data testing so Type I error rate is below the minimum allowable under 40 CFR 258.52(h)(2). Gehan procedure treats non-detects as less than values as opposed to using a simple substitution such as one-half the detection limit. Sample concentrations below the PQL were treated as <PQL in the ranking procedure. The calculated U for each well/analyte pair is compared to a critical value (Ucrit) at the 99 percent confidence level. The upgradient (background) condition should be compared to each downgradient well separately. A statistical table should be prepared to summarize the statistical results, showing the number of observations and hits for each constituent at upgradient and downgradient wells, and average and maximum detected values for each constituent.

c. Tables including groundwater analytical results (groundwater wells, trip blanks, field blanks, and rinsate blanks), relative percent differences, PFAS hazard summary, average indicator parameter concentration in the upgradient wells and the downgradient wells, and statistical table for analytes exceeding upgradient well concentrations at the 99th percent significance level are required.

d. Graphs should include all historical MCL exceedances that have occurred at the site.

e. Groundwater contour map should be developed using most recent groundwater elevation data and aerial topography.

SECTION V: APPROACH, EXPERIENCE, STAFFING AND QUALIFICATIONS

A. TECHNICAL APPROACH

1. The Vendor shall submit a technical approach of up to six (6) pages describing their approach to performing the services required under this contract. The technical approach shall demonstrate the Vendor's understanding of the project objectives, the technical and logistical challenges involved, and the methods by which the Vendor intends to meet the County's scope, quality, and schedule requirements.
2. At a minimum, the technical approach shall address the following:
    a. **Approach and Methodology**. The Vendor shall describe its proposed methodology for each major task or phase of work, including the methods, tools, standards, and analytical frameworks to be applied. The description shall be sufficiently detailed to demonstrate a clear and informed plan for executing the work, rather than a general understanding of the requirements. Where multiple approaches are available, the Vendor shall identify the proposed approach and explain the basis for its selection.
    b. **Scope of Services**. The Vendor shall demonstrate its understanding of the full scope of work and describe how the proposed services address each element. Any proposed modifications, clarifications, or additions to the scope described in this solicitation shall be clearly identified and explained. The Vendor shall also confirm that the scope can be performed in its entirety using its own staff and any proposed subconsultants.
    c. **Project Schedule and Milestones.** The Vendor shall provide a project schedule identifying major tasks, milestones, and deliverable submission dates. The Vendor shall identify potential schedule risks or dependencies, including those contingent on County actions, and describe how such risks will be managed.
    d. **Quality Assurance and Quality Control.** The Vendor shall describe their QA/QC procedures for all major deliverables, including how work products will be internally reviewed prior to submission, who is responsible for QA/QC oversight, and what standards or checklists will be applied. The QA/QC description shall be specific to this project and shall not consist solely of a general firm policy statement.
    e. **Anticipated Challenges and Risk Management**. The Vendor shall identify any aspects of the project that present technical, logistical, or schedule risk, and describe their approach to managing or mitigating those risks. This section should reflect a realistic and project-specific assessment, not a generic list of potential issues.
    f. **Progress Reports.** The Vendor must submit a progress report with each invoice detailing the work performed that is being billed, outstanding issues, summary of additional work requests, percent completed, any anticipated delays, etc.

B. STAFFING

1. **Roles, Responsibilities, and Coordination**. The Vendor shall describe how responsibilities will be allocated among team members and subconsultants, how the team will be organized and managed, and how internal coordination will be maintained throughout the project. The technical approach shall identify the proposed Project Manager and describe their role in day-to-day project oversight, client communication, and schedule management.
2. **Staffing and Qualifications.** The Vendor shall provide detailed information regarding the qualifications, relevant experience, and anticipated availability of key personnel proposed to perform the work under this Contract. The individuals identified as key staff shall be considered a material representation of the team assigned to the project, and the County’s award decision will be based, in part, on the qualifications of those individuals.

a. At a minimum, the following key staff are required:
    i. Project Manager: PE licensed in Maryland with 5 years of project management experience in solid waste disposal facility design, permitting and reporting.
    ii. Project Engineer/Scientist: Environmental professional, with a Bachelor's degree in civil/environmental engineering, environmental sciences, or related field with 5 years of experience in solid waste disposal facility design, permitting, and reporting.

3. **Subconsultant Integration.** If subconsultants are proposed, the work plan shall describe the specific scope of services each subconsultant will perform, how their work will be integrated with that of the prime, and how the prime will ensure quality and schedule compliance across the full team.

C. ORGANIZATIONAL CAPACITY AND CURRENT WORKLOAD

1. Proposers shall submit a statement describing their firm's current capacity to perform the work required under this contract. The statement shall address, at a minimum, the following:
    a. A summary of current active projects, including project name, client, estimated construction value or contract value, current phase, and anticipated completion date for each
    b. The current billable utilization rate or workload level of key personnel proposed for assignment to this project, expressed as a percentage of available time or in hours per week.
    c. Identification of any known conflicts, scheduling constraints, or competing deadlines that could affect the availability of proposed staff during the anticipated performance period.
    d. A description of specialized equipment, software, or technical resources owned or leased by the firm that would be applied to this project, including hydraulic modeling platforms, field investigation equipment, GIS capabilities, or other relevant tools.
    e. If subconsultants are proposed, the same workload and capacity information shall be provided for each subconsultant firm.
2. **Organizational Chart.** For every individual proposed for this contract and shown on the organization chart, the chart shall clearly show their company affiliation and their permanent office location. The Organization Chart shall be limited to an 11 x 17-inch page with Times New Roman font size of 10-point or larger.

D. EXAMPLE PROJECTS

1. The Vendor shall provide at least three and no more than five example projects similar in scope to the requested scope of work within the past 6 years. Each project should be limited to one page, including images. The Vendor shall also identify key staff that worked on each project and the Owner's contact information.

END OF SECTION

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

Weston Young
Chief Administrative Officer

Edward Welch
Procurement Officer

CONTRACT

THIS CONTRACT, made on **July 7, 2026**, between the **County Commissioners of Worcester County, Maryland** ("County"); and **EA Engineering, Science, and Technology Inc.** ("Successful Vendor").

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

1. Successful Vendor will commence and complete **Solid Waste Environmental Monitoring Services.**
2. Successful Vendor will furnish all materials, supplies, equipment, labor, and other services necessary for the Work described herein.
3. Successful Vendor will commence and complete the Work required by the Contract Documents within the timeframes listed in the Bid Documents unless the period for completion is extended otherwise.
4. Successful Vendor agrees to perform all the Work described in the Contract Documents and comply with the terms therein for the sum of **$373,030.$\underline{00}$ (Three Hundred Seventy-Three Thousand Thirty Dollars and zero cents)** as shown in the Form of Bid.
5. The term 'Contract Documents' means and includes the following:
    a. This Contract
    b. Exhibit A - Worcester County Maryland Standard Terms and Conditions
    c. Advertisement
    d. Section I: Introduction
    e. Section II: General Information
    f. Section III: General Conditions
    g. Section IV: Bid Specifications
    h. Form of Bid
    i. References
    j. Exceptions
    k. Individual Principal
    l. Vendor's Affidavit of Qualification to Bid
    m. Non-Collusive Affidavit
    n. Addenda
    o. Successful Vendor's Completed Bid Documents
    p. Notice of Award and/or Notice to Proceed

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

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

COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND

_____
Theodore J. Elder
President
Date:

CONTRACTOR:

_____

_____
By:
Title:
Date:

Worcester County
Government Center
Department of Human Resources
One West Market Street, Room 1301
Snow Hill, Maryland 21863-1213
410-632-0090
Fax: 410-632-5614

STACEY E. NORTON
Human Resources Director

PAT WALLS
Deputy Director

To: Weston Young, Chief Administrative Officer
Candace Savage, Deputy Chief Administrative Officer

From: Stacey Norton, Human Resources Director
Dallas Baker, Public Works Director

Date: June 29, 2026

Subject: Request to Change Part Time Landfill Operator I (1040 annual hours) to Landfill Operator III (1560 hours with health benefits)

The Landfill Operator I, G9/S6, $21,434 (1040 annual hours) has been vacant since 12/1/25. We are requesting to convert this position to a Landfill Operator III, G12/S14, $43,384 annually (1560 hours) and fill this position with an existing employee please.

This will be an over-expenditure of $21,950 in salary expense and $23,239.09 in benefit expense for husband-and-wife coverage. The total over expenditure will be $44,673.09.

Thank you for your consideration.

WORCESTER COUNTY JOB OPPORTUNITIES

DEPARTMENT: **DEPARTMENT OF PUBLIC WORKS – SOLID WASTE**

JOB TITLE: **LANDFILL OPERATOR I-III**

COMPENSATION: **LANDFILL OPERATOR I**
GRADE 9/STEP 6 $42,869 ANNUALLY/$20.61 HOURLY – WITHOUT CDL

LANDFILL OPERATOR II
GRADE 10/STEP 6 $44,741 ANNUALLY/$21.51 HOURLY -WITH CDL B

LANDFILL OPERATOR III
GRADE 12/STEP 6 $48,630 ANNUALLY/$23.38 HOURLY -WITH CDL A

WORK LOCATION: **WORCESTER COUNTY CENTRAL LANDFILL, 7091 CENTRAL SITE LANE, NEWARK, MD**

WORK SCHEDULE: **MONDAY TO FRIDAY, 7:30AM TO 4:00PM (8 HOUR SHIFTS); WORK SOME SATURDAYS**

APPLICATION PERIOD: UNTIL FILLED

LANDFILL OPERATOR I- JOB SUMMARY: Under general supervision, operates heavy construction equipment used by the Solid Waste Division to maintain landfill cells and grounds.

LANDFILL OPERATOR II- JOB SUMMARY: Drives and operates commercial weight vehicles over 26,000 pounds- **Class B CDL required with no restrictions**. Ability to drive manual equipment. Be able to successfully pass a DOT physical and DOT Drug Testing.

LANDFILL OPERATOR III- JOB SUMMARY: Drives and operates commercial weight vehicles over 26,000 pounds- **Class A CDL required with no restrictions**. Ability to drive manual equipment. Be able to successfully pass a DOT physical and DOT Drug Testing.

GENERAL REQUIREMENTS:

- Pre-employment background check
- Safety Sensitive position subject to Drug and Alcohol Testing.
- Essential personnel subject to emergency call-back with little or no notice
- Possession of a valid driver's license, and a motor vehicle history with less than 4 points
- Some Saturday work is required
- Current DOT Physical with CDL A or B

ESSENTIAL JOB DUTIES AND RESPONSIBILITIES:

- Drives and operates passenger vehicles and equipment
- Operates heavy landfill equipment such as bulldozers, track and rubber tire loaders, landfill compactors, off-road dump trucks, and excavators as required to perform assigned tasks
- Operates heavy equipment such as a tractor on sloped terrain(s)
- Loads, and assists in loading and unloading equipment, tools and materials
- Completes an operator's daily checklist for maintenance of equipment
- Performs preventative and routine maintenance on trucks, tools, and equipment
- Inspects vehicles daily, makes minor repairs to vehicles and assists the mechanic with major repairs
- Participates in safety-related training, lead and instruct others in the performance of semi-skilled and skilled labor tasks
- Knowledge of proper safety procedures and PPE utilization at all times to perform job related duties
- Completes assigned tasks accurately and by established deadlines.
- Cross trains and back up other staff as needed
- Establishes and maintains harmonious working relationships with co-workers, elected or appointed officials, and the general public using tact, discretion, sound judgment, and professionalism
- Complies with safety programs, procedures training, fire drills, COOP plans, etc.
- Ensures confidentiality of information and records and complies with record retention schedule
- Adheres to the Worcester County Government Personnel Rules & Regulations
- Performs other related duties as required

QUALIFICATIONS AND SKILLS:

- Valid driver's license and driving record of less than 4 points (MD)
- Possession of a valid Class "B" CDL (within 6 months of age eligibility)- must obtain Learner's Permit within 60 days of age eligibility of being hired, and driving record with less than 4 points (MD); Current ICC Physical Examination card, ability to pass ICC drug screen
- Knowledge and skill in operation and maintenance of equipment such as excavator, loader, dozer, compactor, and articulated trucks
- Ability to follow verbal and written instructions; read street signs; keep records and logs; complete written forms and to communicate effectively with the public and coworkers. Ability to apply acquired knowledge to increasingly varied and complex tasks
- Ability to perform duties independently and as part of a team to complete assigned tasks by established deadlines
- Ability to perform manual physical labor including frequent walking, bending, stooping, lifting and carrying heavy objects up to 80 lbs., and the operation of vehicles, tools, and equipment
- Ability to work outdoors in adverse weather conditions

SAFETY ANALYSIS:

(Rarely (<5% of the time), Occasional (5-25% of the time), Frequent (25-75% of the time); Constant (<75% of the time)

Very Heavy work; Constant viewing and lifting over 20lbs; Frequent talking, hearing, carrying, pushing, pulling, lifting and moving of objects over 50lbs; Occasionally over 80lbs. Known hazards include risks associated with impacts, heat, chemicals, and sharp objects.

EMERGENCY SERVICES

Worcester County

GOVERNMENT CENTER
ONE WEST MARKET STREET, ROOM 1002
SNOW HILL, MARYLAND 21863-1193
TEL:410.632.1311 FAX: 410.632.4686

MEMORANDUM

To: Candace Savage, Deputy Chief Administrator

From: Chris Shaffer, Director

Date: July 1, 2026

Subject: Over Expenditure

The Department of Emergency Services, Sheriff's Office, Snow Hill Police Department, and Worcester County Jail depends on a software package known as "NeverFail" for the operation of the servers that support the Computer Aided Dispatch, Records Management, and Jail Management systems of Worcester County. An increase in cost as well as an overlap in fiscal year have been identified. This results in a required over-expenditure in FY26 in the amount of $53,273.81, G/L 100.1102.044.6130.070, to support continued operation of these critical systems.

The Department respectfully requests approval of this over-expenditure to ensure continued support of this system.

Chris M. Shaffer

Emergency Services Director

Worcester County, Maryland

One W. Market Street, Room 1002

Snow Hill, MD 21863-1193

Office: 410-632-3080 Ext 1925

Cell: 443-944-1974

Email: cmshaffer@worcestermd.gov

NEWCOM NEVERFAIL

Ship To Name	Worcester County, MD	Quote Number	00015085
Ship To	1 West Market Street Snow Hill, MD 21863	Quote Name	Worcester County, MD - Neverfail Renewal 2026
Contact Name	Brian Jones	Created Date	3/26/2026
Phone	(410) 632-9301	Expiration Date	5/29/2026
Email	bjones@co.worcester.md.us	Prepared By	Keith Bumgarner
		Email	keith.bumgarner@newcomglobal.com

Terms

Payment Terms Net 30

Delivery via Email. Valid email address required.

INTERNATIONAL ORDERS:
Payment required in advance of order processing. All funds payable in USD. Wire transfer instructions will be provided.

Item Pricing

Quantity	Product Code	Product	Product Description	Sales Price	Line Total
7.00	DR-T-12	Neverfail Engine DR (Yearly) Software Subscription	1 Year of Neverfail Engine DR Software Subscription (HA Pair+WANSmart)	$2,906.56	$20,345.92
7.00	HADR-T-12-PLG-CS	Engine HA+DR (YEARLY) CentralSquare Plugin	Engine HA+DR (YEARLY) CentralSquare Plugin Subscription	$2,768.00	$19,376.00
1.00	HADR-T-12 PLG-SQL	Engine HA+DR (YEARLY) SQL Server Plugin	Engine HA+DR (YEARLY) SQL Server Plugin Subscription	$2,768.00	$2,768.00
6.00	HADR-T-12-PLG-FS	Engine HA+DR (YEARLY) FileServer Plugin	1 Year of FileServer Plugin Subscription (HA+DR Pair wit WANSmart+Tertiary)	$554.00	$3,324.00
2.00	HADR-T-12-PLG-IIS	Engine HA+DR (YEARLY) IIS Plugin	1 Year of FileServer Plugin Subscription (HA+DR Pair wit WANSmart+Tertiary)	$554.00	$1,108.00

Subtotal	$46,921.92
Total Price	$46,921.92
Grand Total	$46,921.92

License Info

Description

Licenses:
e9a10b53-329c-481a-b79e-029dfe89dc56
085ca72b-a7b3-4052-a6e5-3fc0caecc8e0
890036db-5444-4e36-9f8b-e54f7f567413
88c11a52-ce9e-4718-bb49-3dc246af39ba
7ab9746f-d670-4e88-acda-a9d7996f17eb
bc4a56ab-71df-4bd9-8d30-3697f9e1e342
83c9f9d9-78c1-47be-9708-886afffedfdb
Support Dates: June 29, 2026 - June 29, 2027

If you would like to proceed with the order, please sign below and email/fax back to our office along with a purchase order. To accept this quotation, sign here and return: _____.

MARYLAND'S Coast WORCESTER COUNTY

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

MEMORANDUM

TO: Weston S. Young, P.E. Chief Administrative Officer
Candace Savage, CGFM Deputy Chief Administrative Officer
FROM: Ed Welch, Procurement Officer
DATE: June 22, 2026
RE: Over-expenditure – Fire Training Center – Logistical Storage Building Project

Fire Marshal's Office is requesting that the Commissioners review and approve an over-expenditure for the **Fire Training Center – Logistical Storage Building Project** in the amount of **$135,898.65** for the five (5) change orders from Whayland Company LLC as shown below:

- Change order #1 - extension of the perimeter fencing providing security for the facility. This fencing is proposed to extend approximately an additional 100 feet to the east from its original proposed location. We are also proposing a 12' double swing gate to provide access and egress from this area. This proposed Change Order is in the amount of $10,083.11.

- Change order #2 - upsizing of the water service line from 4" to 6" (which is the county minimum for servicing a fire hydrant). This includes piping, fittings, and the installation of a fire hydrant. This proposed Change Order is in the amount of $136.77.

- Change order #3 - addition of a yard water hydrant, a 2" water line, a sanitary cleanout, and a French drain. This proposed Change Order is in the amount of $15,411.27.

- Change order #4 - proposed mill and overlay of the entire Fire Training Center parking lot. The original project only included the paving of disturb areas and the area surrounding the new training tower. This change order would provide the milling and overlay of the entire parking lot (there would be no patching, the entire area would be paved at one time). This parking lot has not been paved in over thirty years. This proposed Change Order is in the amount of $97,761.22.

- Change order #5 - furnishing and installing an additional direct buried 2" PVC conduit to provide electricity to the new training tower and the associated area. This proposed Change Order is in the amount of $12,506.28.

Change orders #1 (fencing) and #4 (pavement) are for the Fire Training Center as a whole. The fencing surrounds both the Storage Building and the Training Tower and the pavement will provide access to both. Whayland advised if we leave the paving as it is in the contract, it will only include patch repairs. #3 (water yard hydrant/French drain/etc.) has work which is also for both areas. #2 (fire hydrant piping) and #5 (electrical work) are both for the training tower. However, due to planned re-paving it is best to do this work at the same time.

The Commissioner approved a contract with the Whayland Company LLC in October 2025 for $3,361,500.00. The new total requested expenditure with Whayland including these change orders is $3,497,398.65. Request approval of $135,898.65 in available FY25 Assigned Funds from the Fire Tower Replacement to be used for this over-expenditure.

Please feel free to contact me if you have any questions. Thank you.

cc: Matt Owen
Robert Korb Jr.

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

TO: Worcester County Commissioners
FROM: Kim Reynolds, Budget Officer Kimberly Reynolds
DATE: June 23, 2026
RE: FY26 Over-expenditure Request Private Pre-K

Please see the attached invoice from the Maryland State Department of Education (MSDE) for Private Pre-K expenditures incurred in Worcester County during Fiscal Year 2026.

Administration is requesting an over-expenditure totaling $406,662.90 in account 100.1505.200.7120.332**.** According to MSDE, this amount differs from the information provided in October 2025, which indicated a balance of $0.

Specifically, the Private Pre-K budget was initially developed based on the number of slots awarded to private providers according to the providers' geographic locations. However, counties are ultimately billed based on the actual students served and the students' counties of residence. As a result, final county obligations differ from the preliminary estimates provided during the budget process.

MARYLAND DEPARTMENT OF EDUCATION
OFFICE OF BUSINESS SERVICES
200 WEST BALTIMORE STREET
BALTIMORE, MARYLAND, 21201

INVOICE

TO	
	Worcester County
	Budget Officer
	One West Market Street, RM 1103
	Snow Hill, MD 21863
	CUSTOMER NUMBER 1152600164-000

INVOICE NUMBER	AA260108
DATE	03/12/26
DUE DATE	03/12/27
SG#	N/A

DESCRIPTION	AMOUNT
Charges are for the following:	$406,662.90
Thirty-Five (35) Tier I Students at $11,618.94 each	

The check or money order should be mailed to:
Maryland State Department of Education
200 West Baltimore Street
Baltimore, MD 21201
Accounting Department-Accounts Receivable

RSTARS PCA	AOBJ	FUND	AY		
06646	1205	3836	26	AMOUNT DUE	$406,662.90

MAKE CHECK OR MONEY ORDER PAYABLE TO: MARYLAND DEPARTMENT OF EDUCATION
PLEASE RETURN ONE COPY OF THIS LETTER WITH CHECK OR MONEY ORDER
FED ID:-52-6002033
WRITE INVOICE NUMBER ON CHECK OR MONEY ORDER TO ENSURE CREDIT TO ACCOUNT

PREPARED BY: Jeffrey Eley	DIVISION: Division of Early Childhood
PHONE: 410-767-0317	EMAIL: jeffrey.eley1@maryland.gov

ADDITIONAL INFORMATION

STATE AGENCIES USING FMIS PLEASE ENTER FOLLOWING R-STARS CODES FOR INTER- AGENCY TRANSFERS.

AGENCY CODE	R00
R STARS T CODE	412
REF: DOCUMENT NUMBER/SFX	

SchoolYear	ProgramName	ProgramCounty	CountyofResidence	ZipCode	DOB
2024-2025	CMA Kids	23 - Worcester	23 - Worcester	21842	14-May-21
2024-2025	CMA Kids	23 - Worcester	23 - Worcester	21811	1-Oct-20
2024-2025	CMA Kids	23 - Worcester	23 - Worcester	21811	10-May-20
2024-2025	CMA Kids	23 - Worcester	23 - Worcester	21811	23-Nov-20
2024-2025	CMA Kids	23 - Worcester	23 - Worcester	21813	13-Jan-21
2024-2025	CMA Kids	23 - Worcester	23 - Worcester	21811	26-Jun-20
2024-2025	CMA Kids	23 - Worcester	23 - Worcester	21811	1-Jun-21
2024-2025	CMA Kids	23 - Worcester	23 - Worcester	21811	18-Apr-20
2024-2025	CMA Kids	23 - Worcester	23 - Worcester	21811	11-Apr-21
2024-2025	CMA Kids	23 - Worcester	23 - Worcester	21811	29-Oct-20
2024-2025	Berlin Education Station	23 - Worcester	23 - Worcester	21811	11-May-21
2024-2025	Berlin Education Station	23 - Worcester	23 - Worcester	21811	19-Jul-21
2024-2025	Berlin Education Station	23 - Worcester	23 - Worcester	21811	26-Jul-21
2024-2025	Berlin Education Station	23 - Worcester	23 - Worcester	21842	14-Jul-21
2024-2025	Berlin Education Station	23 - Worcester	23 - Worcester	21811	25-May-21
2024-2025	Berlin Education Station	23 - Worcester	23 - Worcester	21811	29-Apr-21
2024-2025	Berlin Education Station	23 - Worcester	23 - Worcester	21811	11-Aug-21
2024-2025	Berlin Education Station	23 - Worcester	23 - Worcester	21811	28-May-21
2024-2025	Berlin Education Station	23 - Worcester	23 - Worcester	21811	5-Apr-21
2024-2025	Berlin Education Station	23 - Worcester	23 - Worcester	21842	26-Jun-21
2024-2025	Berlin Education Station	23 - Worcester	23 - Worcester	21811	29-Dec-20
2024-2025	Berlin Education Station	23 - Worcester	23 - Worcester	21811	8-Nov-20
2024-2025	Berlin Education Station	23 - Worcester	23 - Worcester	21842	20-Nov-20
2024-2025	Berlin Education Station	23 - Worcester	23 - Worcester	21811	11-Sep-20
2024-2025	Berlin Education Station	23 - Worcester	23 - Worcester	21811	21-Oct-20
2024-2025	Berlin Education Station	23 - Worcester	23 - Worcester	21811	13-Nov-20
2024-2025	Berlin Education Station	23 - Worcester	23 - Worcester	21811	10-Feb-21
2024-2025	Berlin Education Station	23 - Worcester	23 - Worcester	21811	5-Jan-20
2024-2025	Berlin Education Station	23 - Worcester	23 - Worcester	21842	7-Feb-20
2024-2025	Berlin Education Station	23 - Worcester	23 - Worcester	21811	22-May-20
2024-2025	Berlin Education Station	23 - Worcester	23 - Worcester	21842	1-Jul-20
2024-2025	Berlin Education Station	23 - Worcester	23 - Worcester	21811	2-Oct-20
2024-2025	Berlin Education Station	23 - Worcester	23 - Worcester	21811	4-Feb-20
2024-2025	Berlin Education Station	23 - Worcester	23 - Worcester	21811	2-Feb-20
2024-2025	Berlin Education Station	23 - Worcester	23 - Worcester	21811	31-Mar-20

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

TO: Worcester County Commissioners
FROM: Kim Reynolds, Budget Officer Kimberly Reynolds
DATE: June 23, 2026
RE: FY27 Over-expenditure request West OC EMS Budget

Administration is requesting approval for an over-expenditure of $97,893 in the West OC EMS Supplement Account (General Ledger Account 100.1105.130.7080.020). A recently discovered spreadsheet formula error resulted in an understatement of the funding required for this account.

If approved, the budget adjustment will be formally incorporated through a fall budget amendment request. To prevent similar issues in future budget cycles, this expenditure will be established as a separate budget line item, ensuring accurate funding calculations and improved transparency.

DEPARTMENT OF
INFORMATION TECHNOLOGY
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To: Weston Young, Chief Administrative Officer

From: Brian Jones, IT Director

Re: Requesting IT Policy Revision Approval

Date: June 22, 2026

I am writing to request formal approval from the Commissioners of our updated IT Security Policy, which now includes comprehensive guidance on the use of Artificial Intelligence (AI) technologies within our organization.

As AI tools and capabilities become increasingly integrated into daily operations, it is essential that we establish clear standards to ensure their safe, compliant, and responsible use. The updated policy incorporates:

- Controls to mitigate AI-related cybersecurity risks
- Requirements for data protection when using AI systems
- Standards for evaluating and approving AI tools
- Guidelines for ethical and secure deployment within business workflows

These additions strengthen our security posture, reduce organizational risk, and align our practices with modern industry standards.

The commissioner's approval will allow us to move forward with using AI tools in the new FY.

Please let me know if you have any questions or would like to review any section in more detail. Thank you for your time and consideration.

Worcester County Government

Acceptable Use

Policy & Procedure

Policy Number	Combined
Version	1.0
Status	Working Draft
Effective Date	July 2026
Last Reviewed	June 2026
Next Review	July 2027
Policy Owner	Information Technology Department
Approved By	Brian Jones, Directory of IT Lance Thomas, Deputy Director of IT
Classification	Internal

1. Purpose

The purpose of the Worcester County Government Acceptable Use Policy is to establish acceptable practices regarding the use of Worcester County Government Information Resources to protect the confidentiality, integrity, and availability of information created, collected, and maintained by Worcester County Government (WCG).

2. Scope

This policy applies to:

- Any individual, entity, or process that interacts with any Worcester County Government Information Resource
- All employees, contractors, consultants, volunteers, and third-party personnel
- All WCG-owned, leased, or managed systems, networks, devices, and data

Exclusions

See section 8.2 of this policy

3. Definitions

The following terms are used throughout this policy. For a complete list of definitions, see Appendix A.

Term	Definition
Cloud Computing Applications	Software or services hosted and delivered over the internet rather than on local servers or personal computers.
Confidential Information	Data that must not be disclosed to unauthorized individuals due to legal, contractual, or business obligations, where unauthorized disclosure may result in financial or reputational harm to WCG.
Information Resources	All computerized communications hardware, software, and systems owned, leased, licensed to, or accessible through WCG, made available for official or limited personal use. Includes computers, phones, devices capable of transmitting or receiving data, voice communications, email, text messages, and other forms of electronic or digital communication.

Term	Definition
Internal Information	Information created or held by WCG for internal operational purposes that, if disclosed externally, could cause harm to citizens, partners, or WCG business interests.
Jail-broken / Rooted Device	A mobile device on which the operating system's built-in security restrictions have been bypassed or removed, enabling unauthorized software or elevated system access.
Mobile Device	Any portable computing or communications device, including smartphones, tablets, and laptops, capable of connecting to WCG Information Resources.
Need to Know	The principle that access to information is granted only to individuals whose role requires that access to perform their duties.
Personally Owned Mobile Device	A mobile device owned by an employee or contractor rather than by WCG.
Remote Wipe	The ability to remotely erase all data from a mobile device in the event of loss, theft, or policy violation.
Removable Media	Portable data storage devices including USB drives, external hard drives, SD cards, CDs, DVDs, and similar devices that can be connected to or disconnected from WCG Information Resources.
Security Awareness Training	Mandatory training is designed to educate personnel on information security risks, responsibilities, and best practices.

4. Policy Statement

Worcester County Government Information Resources are provided to facilitate WCG business operations and must be used in a manner that protects the confidentiality, integrity, and availability of WCG information and systems. All personnel are responsible for complying with this policy when using WCG Information Resources and/or when conducting WCG business. Use of WCG Information Resources constitutes acknowledgement of an agreement to abide by this policy.

All use of WCG Information Resources must comply with applicable local, state, and federal laws and regulations.

5. Policy Requirements

5.1 Acceptable Use — General

- Personnel are responsible for complying with all WCG policies when using WCG Information Resources. If requirements or responsibilities are unclear, seek assistance from the Information Security Committee.
- Personnel must promptly report harmful events or policy violations involving WCG assets or information to their manager or a member of the IT Department, including technology incidents, data incidents, unauthorized access incidents, facility security incidents, and policy violations.
- Personnel must not engage in activities that may harass, threaten, impersonate, or abuse others; degrade the performance of WCG Information Resources; deprive authorized personnel of access; obtain resources beyond those allocated; or circumvent WCG computer security measures.
- Personnel must not download, install, or run security programs or utilities that reveal or exploit weaknesses in system security, including password cracking programs, packet sniffers, or port scanners, on any WCG Information Resource without IT authorization.
- All inventions, intellectual property, and proprietary information developed on WCG time and/or using WCG Information Resources are the property of Worcester County Government.
- Use of encryption must be managed in a manner that allows authorized WCG personnel to promptly access all data.
- WCG Information Resources must not be used for personal financial gain.
- Personnel must cooperate with incident investigations, including any federal or state investigations.
- Personnel must respect and comply with all legal protections provided by patents, copyrights, trademarks, and intellectual property rights for any software or materials viewed, used, or obtained using WCG Information Resources.
- Personnel must not intentionally access, create, store, or transmit material deemed offensive, indecent, or obscene.

5.2 Access Management

- Access to information is based on a need-to-know basis, authorized by an appropriate Department Head or Information Technology staff.
- Personnel may use only those network and host addresses issued to them by WCG IT and must not attempt to access data or programs for which they do not have authorization.
- All remote access connections to WCG internal networks must be made through approved, WCG-provided virtual private networks (VPNs).
- Personnel must not divulge access information to anyone not specifically authorized to receive it, including IT support personnel.
- Personnel must not share personal authentication information including account passwords, PINs, security tokens, multi-factor authentication information, access cards and/or keys, or digital certificates.
- Access cards and/or keys that are no longer required must be returned to physical security personnel (HR or IT).
- Lost or stolen access cards, security tokens, and/or keys must be reported to physical security personnel, Department Head or Human Resources as soon as possible.

5.3 Authentication & Passwords

- All personnel must maintain the confidentiality of personal authentication information.
- Group or shared authentication information must be maintained solely among authorized members of that group.
- Passwords must meet all WCG requirements including minimum length, complexity, and reuse history; must not be easily tied to the account owner; must not be the same as passwords used for non-business purposes; and should be unique for each system where possible.
- User account passwords must not be divulged to anyone. WCG support personnel and contractors should never ask for user account passwords.
- If the security of a password is in doubt, it must be changed immediately.
- Personnel must not circumvent password entry using application remembering, embedded scripts, or hard-coded passwords in client software.
- Security tokens must be returned on demand or upon termination of the relationship with WCG.

5.4 Clear Desk / Clear Screen

- Personnel must log off from applications or network services when they are no longer needed and/or at the end of a workday.
- Personnel must log off or lock workstations and laptops when their workspace is unattended.
- Physical and electronic keys used to access confidential information must not be left unattended in an unsecured workspace.
- Laptops must be locked with a cable or secured in a locked drawer or cabinet when unattended, unless the laptop is encrypted.
- Passwords must not be posted in any physically accessible location.
- Copies of documents containing confidential information must be immediately removed from printers and fax machines.

5.5 Data Security

- Personnel must use approved encrypted communication methods when sending confidential information over public networks.
- Only cloud computing applications authorized by a Department Head and/or IT Management may be used for sharing, storing, and transferring confidential or internal information.
- Information must be appropriately shared, handled, transferred, saved, and destroyed based on its classification, as directed by a Department Head and/or IT staff.
- Personnel must not discuss confidential information in public places or over insecure communication channels.
- Confidential information must be transported by a WCG employee or a courier approved by County Administration.
- All electronic media containing confidential information must be securely disposed of. Contact IT for guidance or assistance.

5.6 Email & Electronic Communications

- Auto-forwarding electronic messages outside of WCG internal systems are prohibited.
- Electronic communications must not misrepresent the originator or WCG.
- Personnel are responsible for all accounts assigned to them and for all actions taken with those accounts.
- Accounts must not be shared without prior IT authorization, except for calendars and related calendaring functions.
- Employees must not use personal email accounts to send or receive WCG confidential information.
- Personal use of WCG-provided email must not involve solicitation; be associated with any political entity; harm WCG's reputation; forward chain emails; promote anti-social or unethical behavior; violate applicable laws; result in unauthorized disclosure of confidential information; include unauthorized signature content; or otherwise violate WCG policies.
- Personnel must only send confidential information using approved secure electronic messaging solutions.
- Personnel must use caution when responding to, clicking links within, or opening attachments in electronic communications. When uncertain, contact IT.
- Personnel must use discretion in disclosing confidential or internal information in automated responses such as Out of Office messages.

5.7 Hardware & Software

- All hardware must be formally approved by IT Management before being connected to WCG networks.
- Software installed on WCG equipment must be approved by IT Management and installed by WCG IT personnel.
- All WCG assets taken off-site must be physically always secured.
- Personnel traveling to a High-Risk location, as defined by the FBI and Office of Foreign Asset Control, must contact IT for approval before traveling with WCG assets.
- Employees must not allow others, such as family members or other non-employees to access WCG Information Resources.
- Unapproved hardware or software is subject to be removed from all WCG networks and Information Resources.

5.8 Internet Use

- The Internet must not be used to communicate WCG confidential or internal information unless the confidentiality and integrity of the information is ensured and the identity of recipients is established.
- WCG networking and computing resources must only be used for business-related Internet activities. Prohibited activities include recreational games, personal social media, accessing or distributing pornographic or sexually oriented materials, and attempting unauthorized entry to any network or computer.

- Access to the Internet from outside WCG facilities using WCG-owned hardware must adhere to the same policies that apply to use from within WCG facilities.

5.9 Mobile Devices & BYOD

- Personally owned mobile devices are not permitted to connect to the WCG corporate internal network.
- Mobile devices that access WCG email must have a PIN or other authentication mechanism enabled.
- Confidential information may only be stored on devices encrypted in compliance with the WCG Encryption Standard.
- WCG confidential information must not be stored on any personally owned mobile device.
- Theft or loss of any mobile device used to create, store, or access WCG confidential or internal information must be reported to WCG IT immediately.
- All county-owned mobile devices must maintain up-to-date versions of all software and applications.
- Jail-broken or rooted devices must not be used to connect to WCG Information Resources.
- WCG IT Management may execute remote wipe capabilities for mobile devices without warning (see Mobile Device Email Acknowledgement).
- In the event of a suspected incident or breach associated with a mobile device, the device may be removed from the personnel's possession as part of a formal investigation.
- All mobile device usage in relation to WCG Information Resources may be monitored at the discretion of WCG IT Management.
- WCG IT support for personally owned mobile devices is limited to assistance in complying with this policy and does not extend to device usability troubleshooting.
- Texting or emailing while driving is not permitted while working for WCG or using WCG resources. Only hands-free calling while driving is permitted.

5.10 Physical Security

- Photographic, video, audio, or other recording equipment is not allowed in secure areas.
- Personnel must always display photo ID access cards while in WCG buildings.
- Personnel must badge into access-controlled areas. Piggybacking, tailgating, door propping, and any other activity to circumvent door access controls are prohibited.
- Visitors accessing card-controlled areas must be always accompanied by authorized personnel.
- Eating or drinking are not allowed in data centers. Caution must be used when eating or drinking near workstations or information processing facilities.

5.11 Privacy

- Information created, sent, received, or stored on WCG Information Resources is not private and may be accessed by WCG IT employees at any time, under the direction of

WCG executive management and/or Human Resources, without knowledge of the user or resource owner.

- WCG may log, review, and otherwise utilize any information stored on or passing through its Information Resource systems.
- Personnel with extended system privileges must not access files or information not specifically required to carry out an employment-related task.

5.12 Removable Media

- Use of removable media for storage of WCG information must be supported by a reasonable business case and approved by WCG IT prior to use.
- Personally owned removable media must not be used for storage of WCG information.
- Personnel must not connect removable media from an unknown origin without prior IT approval.
- Confidential and internal WCG information must not be stored on removable media without encryption.
- All removable media must be stored in a safe and secure environment.
- Loss or theft of any removable media that may have contained WCG information must be reported to WCG IT immediately.

5.13 Security Training & Awareness

- All new personnel must complete an approved security awareness training course prior to, or within 30 days of, being granted access to any WCG Information Resource.
- All personnel must acknowledge receipt of and agreement to adhere to WCG Information Security policies before being granted access to WCG Information Resources.
- All personnel must complete the annual security awareness training.

5.14 Social Media

- All social media communications must comply with applicable WCG policies.
- Personnel are personally responsible for the content they publish online.
- Creating any public social media account intended to represent WCG — including accounts that could reasonably be assumed to be official — requires permission from the WCG Communications Department.
- When discussing WCG or WCG-related matters online, personnel must identify themselves by name and as a WCG representative and must make clear they are speaking for themselves unless explicitly authorized to speak on behalf of WCG.
- When publishing WCG-relevant content online in a personal capacity, a disclaimer must accompany the content (e.g., "The opinions and content are my own and do not necessarily represent Worcester County Government's position or opinion.").
- Online content must not violate applicable laws including copyright, fair use, financial disclosure, or privacy laws.
- Content affiliated with WCG that discriminates based on age, sex, race, color, creed, religion, ethnicity, sexual orientation, gender identity or expression, national origin,

citizenship, disability, marital status, or any other legally protected basis will not be tolerated.
- Confidential information, internal communications, and non-public financial or operational information must not be published online in any form.
- Personal information belonging to residents or customers must not be published online.
- Personnel approved to post, review, or approve content on WCG social media sites must follow the WCG Social Media Management Procedures.

5.15 Voicemail

- Personnel must use discretion in disclosing confidential or internal information in voicemail greetings, including employment data, internal telephone numbers, location information, or other sensitive data.
- Personnel must not access another user's voicemail account unless explicitly authorized.
- Confidential information must not be disclosed in voicemail messages.

5.16 Incidental Use

- As a convenience, incidental personal use of WCG Information Resources is permitted for approved personnel only, subject to the following restrictions:
  - Incidental personal use does not extend to family members or other acquaintances
  - Incidental use must not result in direct costs to WCG
  - Incidental use must not interfere with normal job performance
  - No files or documents may be sent or received that may cause legal action against or embarrassment to WCG
  - Storage of personal email messages, voice messages, files, and documents on WCG Information Resources must be nominal
  - All information located on WCG Information Resources is owned by WCG, may be subject to open records requests, and may be accessed in accordance with this policy

6. Roles & Responsibilities

The following roles are responsible for implementing and maintaining this policy:

Role / Title	Responsibilities
All Personnel	• Comply with this policy and all referenced WCG policies when using WCG Information Resources • Promptly report harmful events, security incidents, or policy violations to their manager or the IT Department • Complete mandatory security awareness training within required timeframes

Role / Title	Responsibilities
	• Protect personal authentication credentials and WCG confidential information from unauthorized access or disclosure • Use WCG Information Resources only for authorized purposes
Department Heads	• Authorize access to WCG information on a need-to-know basis within their department • Authorize use of cloud computing applications and removable media within their department in coordination with IT • Ensure personnel within their department are aware of and comply with this policy • Approved requests for exceptions to this policy in coordination with the Information Security Committee
Information Security Committee / IT Department	• Own, maintain, and review this policy on an annual basis or as required • Provide guidance on policy requirements and acceptable use questions • Evaluate and respond to reported policy violations in coordination with Human Resources and the County Attorney • Review and approve exception requests and waivers • Coordinate security awareness training requirements with Human Resources and IT
Cybersecurity / IT Department	• Manage and enforce technical controls supporting this policy including access controls, encryption, remote wipe capabilities, and monitoring • Approve and maintain a register of authorized hardware, software, and cloud computing applications • Provide guidance and assistance to personnel on secure data handling and disposal • Investigate suspected security incidents and report findings to the Information Security Committee • Administer and track completion of mandatory security awareness training • Provision and revoking access to WCG Information Resources in coordination with Human Resources and Department Heads
Human Resources	• Ensure all new personnel complete required policy acknowledgement and security awareness training prior to or within 30 days of receiving access to WCG Information Resources • Coordinate with the Information Security Committee and Department Heads in determining appropriate disciplinary action for policy violations

Role / Title	Responsibilities
	• Notify IT of employee terminations or departures to facilitate timely revocation of access

7. Implementation & Procedures

7.1 Policy Acknowledgement

All personnel must acknowledge receipt of an agreement to abide by this policy before being granted access to WCG Information Resources. Acknowledgement shall be obtained by Human Resources during the onboarding process and re-obtained whenever a major revision to this policy is issued. Records of acknowledgement shall be retained by Human Resources.

7.2 Security Awareness Training

The IT Department, in coordination with Human Resources, is responsible for administering mandatory security awareness training. Training shall be assigned to all personnel and must be completed:

- Within 30 days of hire or contract commencement for new personnel
- Annually for all existing personnel
- Following any material revision to this policy, as determined by the Information Security Committee

Training completion shall be tracked and reported to the Information Security Committee. Personnel who fail to complete required training within the prescribed timeframe may have access to WCG Information Resources suspended until training is completed.

7.3 Access Provisioning & Revocation

Access to WCG Information Resources shall be provided on a need-to-know basis following written authorization from the relevant Department Head. The IT Department shall revoke access promptly upon notification of termination, resignation, contract expiration, or role change. Human Resources and Department Heads are responsible for notifying IT of such changes in advance of the effective date.

7.4 Incident Reporting

Personnel who observe or suspect a policy violation, security incident, or harmful event must report it to their manager and the IT Department as soon as possible. Incident reports shall be handled in accordance with the WCG Incident Management Policy (INC-001). Personnel must cooperate with all investigations.

8. Compliance & Enforcement

8.1 Compliance Monitoring

Compliance with this policy is monitored through the following mechanisms:

- Automated logging and monitoring of WCG Information Resource usage by the IT Department
- Annual security awareness training completion reporting
- Periodic access reviews conducted by IT and Department Heads to verify that access rights remain appropriate
- Review of reported incidents and suspected violations as they occur
- Periodic audits of hardware, software, and cloud application registers

8.2 Exceptions & Waivers

Waivers from certain policy provisions may be requested following the WCG Waiver Process. Waiver requests must be submitted in writing to the Information Security Committee and must include a description of the provision from which a waiver is sought, the business justification, expected duration, and any compensating controls. Approved waivers are time-limited and subject to renewal.

8.3 Non-Compliance

Personnel found to have violated this policy may be subject to disciplinary action, up to and including termination of employment, and related civil or criminal penalties.

Vendors, consultants, or contractors found to have violated this policy may be subject to sanctions including removal of access rights, termination of contract, and related civil or criminal penalties.

Worcester County Government

Generative AI Use

Policy & Procedure

1. Purpose

This policy establishes clear guidelines for the ethical, secure, and responsible use of generative AI technologies within Worcester County Government (WCG). The policy aims to enable innovation while safeguarding data integrity, privacy, and transparency in alignment with WCG's standards and values. It defines the requirements, responsibilities, and expectations for the use of Generative AI in all its forms within the WCG's environment.

2. Scope

This policy applies to:

- All employees, contractors, consultants, and third-party personnel
- All systems, networks, and data owned or managed by Worcester County Government

This policy will be revised and amended as necessary.

Exclusions

None

3. Definitions

Term	Definition
Artificial Intelligence (AI)	The ability of a digital computer or computer-controlled robot to perform tasks commonly associated with intelligent beings. AI systems can perform tasks such as learning, reasoning, planning, perception, and problem-solving.
AI Committee	A group of organizational representatives tasked with evaluating and advising the rest of WCG on the effectiveness and safety of AI technology use. The committee is composed of one delegate from each of the following: the County Administrator's Office, the County Attorney's Office, the Department of Human Resources, and the Department of Information Technology, including a technical lead from the Department of Information Technology.
Authorized Users	WCG employees, personnel under WCG contracts, volunteers, and all other approved individuals using information technology resources allocated or under the administration of WCG.

Term	Definition
Authorized Supervisory Personnel	Any personnel to whom Authorized Users directly report.
Confidential Data	Data that must not be disclosed to unauthorized individuals due to legal, contractual, or business obligations, where disclosure may result in financial or reputational damage to WCG.
Restricted Data	Data that requires the highest level of protection due to legal penalties if mishandled.
Generative AI (GenAI)	Refers to a class of artificial intelligence-driven computer technology that generates new content, including text, images, audio, and video, in response to user prompts.
Human in the Loop (HITL)	A GenAI reviewal process model which requires a human being to aid the GenAI system in creating the most accurate and valuable outputs possible.
Internal Data	Information created or bestowed upon WCG by partners or clients on mutual trust which shall be kept within WCG to protect business interests and continued client trust. If disclosed to the public, it can cause harm to citizens' and partners' business interests.
Large Language Model (LLM)	A type of AI trained on vast amounts of text to generate natural-sounding language. For example, chatbots or virtual assistants that can answer questions, perform in depth internet searches, provide suggestions, among many other tasks.
Information Technology Resources	All computerized communications hardware, software and systems are owned, leased, licensed to, or accessible through WCG and made available for official or limited personal use. These items include, but are not limited to, computers, phones and other devices capable of transmitting and receiving data, voice communications, visual images, e-mail, text messages and other forms of electronic or digital communications, as well as the computer programs which support such capabilities and such systems.
Public Data	Data that is freely available and accessible to the public, without the need for tracking or monitoring. However, authorized users shall still adhere to legal requirements and organizational policies in handling, using, and distributing this data.

4. Policy Statement

WCG acknowledges employees utilize GenAI, which brings risks associated with it including the potential for inadvertent exportation of Confidential and Restricted Data, exposure of Personal Data/PII, and the publication of inaccurate or misleading information. This policy establishes clear guidelines to prevent unauthorized Sensitive data sharing and to ensure the accuracy and reliability of information disseminated to the public.

All GenAI technologies and applications used shall comply with relevant local and federal laws and regulations.

5. Policy Requirements

5.1 Approved Tools & Procurement

- Only Generative AI tools that have been reviewed and approved by IT may be used for WCG business
- All AI tools must undergo a data privacy impact assessment before deployment
- Employees may not sign up for, purchase or expense AI tools with the intent to utilize within the WCG environment without prior authorization from IT Management.
- Cloud-based AI tools must meet the county's existing data residency and vendor security requirements

5.2 Data Classification & Handling

- Confidential, sensitive, or personally identifiable information (PII) may not be entered into any AI tool unless it has been explicitly approved for that data classification
- Protected information categories — including HIPAA-covered health data, CJIS criminal justice information, and juvenile records — are prohibited from AI input under any circumstances
- Employees must assume that all data entered within any AI tools may be used to train the underlying model unless the vendor contractually prohibits this

5.3 Acceptable Use

- AI-generated content must be reviewed and verified by a HITL before use in any official county communication, legal document, or public-facing material
- Employees may not use AI tools to make or automate decisions that materially affect residents (benefits eligibility, code enforcement, permitting etc.) without human review and approval
- AI tools may not be used to generate content that impersonates county officials or creates misleading representations of county positions
- Regardless of whether AI is used to accomplish any task, the Authorized User remains accountable for the final work product. Reliance on AI is not an acceptable basis for incomplete, inaccurate, inappropriate, or other defective work products or outcomes

5.4 Public Records & Retention

- AI-generated content used in official county business constitutes a public record and must be retained in accordance with the county's records retention schedule

- Prompts submitted to AI tools for official work purposes may themselves be subject to public records requests and should be treated accordingly
- Employees must be able to produce the source or basis for any AI-assisted work product upon request

5.5 Accountability & Oversight

- Each department deploying AI tools must designate a responsible point of contact accountable for appropriate use within that department
- Incidents involving AI misuse, data exposure, or harmful outputs must be reported to IT Security within 24 hours
- All AI tool usage must be logged and available for audit by IT, and the County Administrator's office

5.6 Prohibited Uses

- Entering Social Security numbers, driver's license numbers, dates of birth, or other Personal Identified Information PII into any AI tool not explicitly approved for that data type
- Inputting protected health information (PHI) covered under HIPAA into any AI tool
- Entering Criminal Justice Information Systems (CJIS) data, including arrest records, case information, or law enforcement sensitive data
- Inputting juvenile records, child welfare case information, or any data protected under state confidentiality statutes
- Using AI tools to aggregate or correlate resident data in ways that would not otherwise be permitted under county data governance policy
- Using AI-generated outputs as the sole basis for decisions affecting resident rights, benefits, services, or obligations
- Automating enforcement actions, citations, fines, or penalties without documented human review and approval
- Using AI tools to screen, rank, or make recommendations in hiring, promotion, or disciplinary decisions without HR and Legal oversight
- Allowing AI to make or recommend decisions in legal proceedings, permitting, or licensing without qualified professional review
- Using AI tools to attempt to identify, exploit, or probe vulnerabilities in county systems or third-party systems
- Using AI-generated code in production county systems without security review and approval from IT
- Circumventing county security controls, content filters, or monitoring through AI tool usage

6. Roles & Responsibilities

The following roles are responsible for implementing and maintaining this policy:

Role / Title	Responsibilities
All Authorized Users	• Accountability for the accuracy and compliance of outputs from GenAI systems • Awareness of and following the requirements of all WCG Policies and Regulations • Understanding what constitutes misuse of GenAI as prescribed by this policy • Protecting sensitive, confidential, and restricted information data from unauthorized insertion into GenAI • Reporting suspected unauthorized use or misuse of GenAI to Authorized Supervisory Personnel
Authorized Supervisory Personnel	• Monitoring and documenting use cases for GenAI • Ensuring subordinates are aware of this policy • Reviewing and authorizing GenAI tool and use case requests submitted by their staff before such requests advance to the Department of Technology Services and the IT Department for evaluation and approval • Responding as appropriate to possible misuse of GenAI as identified by the IT Department • Working in consultation with the Director of Human Resources, County Attorney and County Administrator to determine whether misuse of GenAI has occurred and the appropriate disciplinary action • This Role will default to the Department Director
County Administrator	• Serving as the final decision-making authority in all matters related to GenAI tool approval
Information Technology	• Overseeing the security, compliance, and risk management aspects of GenAI technologies • Ensuring all GenAI tools and applications comply with WCG's Policy and Regulations • Leading risk assessments for GenAI implementations, identifying potential vulnerabilities including data leakage, unauthorized access, and system exploitation • Performing regular audits of GenAI systems to ensure compliance with WCG's cybersecurity policies, data protection laws, and other applicable regulations • Ensuring third-party GenAI vendors meet WCG's security standards by conducting security assessments prior to any deployment of external tools

7. Implementation & Procedures

7.1 AI Tool Request & Approval Process

Authorized Supervisory Personnel or Department Head reviews a GenAI request, confirms the use case is consistent with this policy, and forwards an approved request to the Department of Information Technology. The IT Department conducts a thorough review and determines if it is approved.

7.2 Training & Awareness

All Authorized Users must complete mandatory GenAI awareness training before being granted access to any approved GenAI tool. This training shall be determined by the IT Department and enforced by the Department Director for the Authorized User.

Training must be completed annually or whenever a significant update to this policy is issued. The Department of Information Technology, in coordination with Human Resources, is responsible for administering and tracking training completion.

7.3 Ongoing Monitoring & Auditing

The Department of Information Technology shall maintain logging of GenAI tool usage across WCG systems. The IT Department shall conduct periodic audits — no less than annually — to verify efficacy.

8. Compliance & Enforcement

8.1 Compliance Monitoring

Compliance with this policy is the shared responsibility of all Authorized Users, Authorized Supervisory Personnel, and the Department of Information Technology.

8.2 Exceptions

Exceptions require approval from both the IT Department and the County Administrator. Approved exceptions shall be documented, time-limited to no more than twelve (12) months, and subject to renewal. No exception may be granted that would result in a violation of federal or state law, including but not limited to HIPAA, CJIS requirements, or applicable Maryland statutes.

8.3 Non-Compliance

Violations of this policy may result in disciplinary action commensurate with the nature and severity of the violation. Disciplinary action shall be determined by the Department Director in coordination with the Director of Human Resources and the County Attorney.

Violations involving unauthorized disclosure of HIPAA-protected, CJIS-governed, or other legally protected data may additionally result in referral to appropriate state or federal authorities and civil or criminal penalties as provided by applicable law.

Contractors and third-party personnel found in violation of this policy may be removed from WCG premises and subject to contractual remedies as provided in their agreement with WCG.

Worcester County Government

Information Security

Policy & Procedure

1. Purpose

The purpose of the Worcester County Government Information Security Policy is to describe the actions and behaviors required to ensure that due care is taken to avoid inappropriate risks to Worcester County Government (WCG), its business partners, and its stakeholders.

This policy establishes the overarching framework from which all WCG information security policies, standards, procedures, and guidelines are derived. It defines WCG's commitment to protecting the Confidentiality, Integrity, and Availability of all Information Resources maintained by or on behalf of WCG, and sets out the governance structure, roles, and responsibilities that underpin the WCG Information Security Program.

Worcester County Government recognizes that its information assets are critical to the delivery of services to residents and to maintaining the trust of employees, partners, and the public. The ability to manage, control, and protect these assets has a direct and significant impact on WCG's operational effectiveness and its obligations under applicable law.

2. Scope

This policy applies to:

- Any individual, entity, or process that interacts with any WCG Information Resource
- All employees, contractors, consultants, volunteers, and third-party personnel who use or have access to WCG Information Resources
- All WCG-owned, leased, or managed Information Resources, regardless of where they are hosted or how they are accessed
- All supporting policies, standards, procedures, and guidelines that form part of the WCG Information Security Program

Exclusions

There are no exclusions from this policy. As the master information security policy for Worcester County Government, its principles apply to all WCG departments, functions, and personnel without exception.

3. Definitions

The following core terms are used throughout this policy and the WCG Information Security Program. For a complete list of definitions applicable across all WCG information security policies, see Appendix A.

Term	Definition
Availability	Ensuring that Information Resources — including information, systems, facilities, networks, and computers — are accessible and usable when needed by an authorized entity.
Confidentiality	Ensuring that information is accessible only to those entities that are authorized to have access, enforced through the principle of need to know.
Confidential Information	Data that must not be disclosed to unauthorized individuals due to legal, contractual, or business obligations, where unauthorized disclosure may result in financial, operational, or reputational harm to WCG.
Information Resource	All computerized communications hardware, software, and systems owned, leased, licensed to, or accessible through WCG, made available for official use, including all data stored within or transmitted by such systems.
Information Security	The practice of protecting Information Resources against unauthorized access, use, disclosure, disruption, modification, or destruction, in order to maintain their Confidentiality, Integrity, and Availability.
Information Security Committee	The body established by WCG, in accordance with the Information Security Committee Charter, responsible for formulating, reviewing, and overseeing the implementation of WCG's information security policies and program.
Information Security Officer	The individual designated by WCG Executive Management to chair the Information Security Committee, manage the Information Security Program, and serve as the primary point of accountability for information security compliance.
Information Security Program	The totality of WCG's policies, standards, procedures, guidelines, controls, and awareness activities designed to protect the Confidentiality, Integrity, and Availability of WCG Information Resources.
Integrity	Protecting the accuracy and completeness of information and the methods used to process and manage it, ensuring that information is not altered in an unauthorized or undetected manner.
Need to Know	The principle that access to confidential information is granted only to individuals whose role specifically requires that information to perform their duties.
Risk	The potential for a threat to exploit a vulnerability in an Information Resource, resulting in harm to WCG's operations, information assets, reputation, or legal standing.

Term	Definition
Topic-Specific Policy	A subordinate policy within the WCG Information Security Program that addresses a specific domain or control area in detail, such as access management, encryption, or incident response.

4. Policy Statement

Information security is a holistic discipline whose application — or lack thereof — affects all facets of WCG's operations and its obligations to the residents it serves. WCG is committed to implementing and maintaining an Information Security Program that protects the Confidentiality, Integrity, and Availability of all Information Resources collected or maintained by or on behalf of WCG, while providing value to the way county government conducts business.

The three core principles of the WCG Information Security Program are:

Confidentiality — Ensuring that information is accessible only to those entities that are authorized to have access, enforced through the need-to-know principle.

Integrity — Protecting the accuracy and completeness of information and the methods used to process and manage it.

Availability — Ensuring that Information Resources are accessible and usable when needed by authorized entities.

WCG maintains and communicates an Information Security Program consisting of topic-specific policies, standards, procedures, and guidelines that collectively serve to protect the Confidentiality, Integrity, and Availability of WCG Information Resources using administrative, physical, and technical controls; provide value to WCG's operational and institutional objectives; and comply with all applicable regulatory, legal, and contractual requirements, including the HIPAA Security Rule, state breach notification laws, the PCI Data Security Standard, ISO 27002, the NIST Cybersecurity Framework, and all other applicable federal and state laws and regulations.

The Information Security Program is reviewed no less than annually or upon significant changes to the information security environment.

5. Policy Requirements

5.1 Information Security Program

- WCG must maintain a documented Information Security Program that encompasses the policies, standards, procedures, guidelines, and controls necessary to protect the Confidentiality, Integrity, and Availability of all WCG Information Resources.
- The Information Security Program must be risk-based, proportionate to the criticality of WCG's Information Resources, and aligned with WCG's strategic and operational objectives.
- The Information Security Program must comply with all applicable federal and state laws, regulations, and contractual obligations, including but not limited to the HIPAA Security Rule, state breach notification laws, CJIS Security Policy, the PCI Data Security Standard, and applicable provisions of Maryland and Federal law.
- The Information Security Program must be reviewed and updated no less than annually, or whenever significant changes occur to WCG's environment, technology, threat landscape, or applicable regulatory requirements.
- Topic-specific policies, standards, procedures, and guidelines supporting this policy must be developed, maintained, approved, and communicated in accordance with the governance structure established by this policy and the Information Security Committee Charter.

5.2 Risk Management

- WCG must maintain a process for identifying, assessing, and managing risks to the Confidentiality, Integrity, and Availability of WCG Information Resources.
- Risk assessments must be conducted on a periodic basis and whenever significant changes occur to WCG's information environment, technology, or threat landscape.
- The results of risk assessments must be documented and used to inform the prioritization of information security controls, investments, and remediation activities.
- A process for evaluating risks related to vendors and managing vendor relationships must be developed and maintained by the Information Security Officer.
- Identified risks that cannot be immediately remediated must be tracked, assigned an owner, and subject to a documented remediation or risk acceptance plan.

5.3 Security Awareness & Training

- All WCG personnel — including employees, contractors, and other third-party personnel — must receive information security awareness training appropriate to their role and responsibilities.
- Security awareness training must be completed before access to WCG Information Resources is granted to new personnel and refreshed on at least an annual basis for all personnel.
- Personnel with significant information security responsibilities must receive role-specific training commensurate with those responsibilities.
- The Information Security Officer is responsible for ensuring that training programs are current, effective, and reflective of the latest applicable legal, regulatory, and threat environment.

5.4 Policy Compliance

- All personnel must formally acknowledge their understanding of an agreement to abide by all applicable WCG information security policies, standards, and guidelines before being granted access to WCG Information Resources.
- All personnel are responsible for understanding their obligations under the WCG Information Security Program and for seeking guidance from the Information Security Team when uncertain.
- Compliance with this policy and all supporting topic-specific policies is mandatory. Non-compliance will be handled in accordance with section 8.3 of this policy.
- The Information Security Committee is responsible for reviewing and managing the policy waiver process, identifying non-compliance, and recommending appropriate handling.

5.5 Program Evaluation & Remediation

- WCG must maintain a process for planning, implementing, evaluating, and documenting remedial actions to address deficiencies identified in information security policies, procedures, and practices.
- Procedures for testing and evaluating the effectiveness of the WCG Information Security Program must be developed and implemented by the Information Security Officer in accordance with stated program objectives.
- The Information Security Officer, in coordination with the Information Security Committee, must report annually to Executive Management on the effectiveness of the Information Security Program, including the status of any remedial actions in progress.

6. Roles & Responsibilities

The following roles are responsible for implementing and maintaining the WCG Information Security Program. Detailed responsibilities for topic-specific domains are defined in the relevant subordinate policies.

Role / Title	Responsibilities
Executive Management / County Administrator	• Ensure that an appropriate risk-based Information Security Program is implemented to protect the Confidentiality, Integrity, and Availability of all WCG Information Resources • Ensure information security processes are integrated with WCG's strategic and operational planning • Ensure adequate financial and personnel resources are allocated to the Information Security Program through the budgeting and financial planning process • Ensure the Information Security Team is given the authority necessary to secure Information Resources within the scope of the program

Role / Title	Responsibilities
	• Designate an Information Security Officer and delegate authority to that individual to ensure compliance with applicable information security requirements • Receive and review the annual Information Security Program effectiveness report from the Information Security Officer and Information Security Committee
Information Security Officer / IT Department	• Chair the Information Security Committee and provide regular updates to Executive Management on the status of the Information Security Program • Manage compliance with all relevant statutory, regulatory, and contractual requirements • Assess risks to the Confidentiality, Integrity, and Availability of WCG Information Resources • Facilitate the development and adoption of supporting policies, procedures, standards, and guidelines • Ensure all WCG personnel receive appropriate information security awareness and role-specific training • Implement and maintain a process for evaluating, documenting, and remediate deficiencies in information security policies, procedures, and practices • Develop and implement procedures for testing and evaluating the effectiveness of the Information Security Program • Develop and maintain a process for evaluating vendor-related risks and managing vendor relationships • Report annually, in coordination with the Information Security Committee, to Executive Management on program effectiveness and remedial action progress • Participate in information security forums, associations, and special interest groups to maintain awareness of emerging threats and best practices
Information Security Committee / IT Department	• Ensure compliance with applicable information security requirements in accordance with the Information Security Committee Charter • Formulate, review, and recommend information security policies for Executive Management approval • Approve supporting procedures, standards, and guidelines related to information security • Assess the adequacy and effectiveness of information security policies and coordinate implementation of controls • Review and manage the information security policy waiver request process • Identify and recommend how to handle non-compliance with information security requirements • Provide visible management support for information security initiatives across WCG

Role / Title	Responsibilities
	• Promote information security, education, training, and awareness throughout WCG • Identify significant changes in the threat landscape and vulnerabilities affecting WCG Information Resources • Evaluate information received from monitoring processes and review security incident information • Report annually, in coordination with the Information Security Officer, to Executive Management on program effectiveness
Department Heads	• Ensure personnel within their department understand and comply with the WCG Information Security Program • Ensure departmental operations, systems, and information handling practices align with WCG information security policies • Designate Information Resource owners for systems and data under their operational control • Escalate information security concerns and incidents to the Information Security Team promptly
Information Security Team / IT Department	• Support the Information Security Officer and Information Security Committee in implementing and maintaining the Information Security Program • Provide guidance, advice, and assistance to WCG personnel on information security matters • Monitor WCG Information Resources for security events and coordinate incident response • Conduct or support security assessments, audits, and risk reviews
All Employees, Contractors & Third-Party Personnel	• Understand their responsibilities for complying with the WCG Information Security Program • Formally sign off and agree to abide by all applicable policies, standards, and guidelines before being granted access to WCG Information Resources • Use WCG Information Resources in compliance with all WCG Information Security policies • Complete required information security awareness training within the prescribed timeframes • Seeking guidance from the Information Security Team for questions or issues related to information security • Report suspected security incidents, policy violations, or vulnerabilities to the Information Security Team promptly

7. Implementation & Procedures

7.1 Information Security Program Structure

The WCG Information Security Program is built around this policy and a suite of topic-specific subordinate policies, each addressing a specific control domain. All subordinate policies must be consistent with this policy and with each other. In the event of a conflict between this policy and a subordinate policy, this policy takes precedence. The current suite of WCG information security policies is listed in Section 9 of this document.

7.2 Policy Development & Approval

New topic-specific policies and material revisions to existing policies must be drafted by or under the direction of the Information Security Officer, reviewed by the Information Security Committee, and approved by Executive Management before taking effect. Policies must be communicated to all affected personnel before or upon their effective date. Minor editorial corrections that do not change the meaning or requirements of a policy may be approved by the Information Security Officer without full Committee review.

7.3 Risk Assessment Process

The Information Security Officer is responsible for maintaining a documented risk assessment process. Risk assessments must be conducted at least annually and following significant changes to WCG's environment, technology, or threat landscape. The methodology must include identification of Information Resources and their classification, identification of threats and vulnerabilities, assessment of likelihood and impact, and determination of appropriate risk treatment. Results must be documented and reported to the Information Security Committee.

7.4 Annual Program Review & Reporting

The Information Security Officer, in coordination with the Information Security Committee, must prepare an annual report to Executive Management on the effectiveness of the WCG Information Security Program. The report must include: a summary of the current state of the program; key metrics on security incidents, audit findings, and training completion; the status of open remediation actions; significant changes to the threat and regulatory environment; and recommendations for the coming year. The report must be presented to Executive Management no later than the first quarter of each calendar year.

7.5 Vendor Risk Management

The Information Security Officer must maintain a process for evaluating the information security risks associated with WCG's use of vendors and third-party service providers. Vendors with access to WCG Information Resources or confidential information must be assessed prior to

engagement and on a periodic basis thereafter. Assessment criteria must include the vendor's security controls, data handling practices, incident response capabilities, and compliance with applicable regulations. Vendor contracts must include appropriate information security obligations.

8. Compliance & Enforcement

8.1 Compliance Monitoring

Compliance with this policy and the WCG Information Security Program is monitored through the following mechanisms:

- Annual review of the Information Security Program by the Information Security Officer and Information Security Committee
- Annual information security audit conducted in accordance with the WCG Auditing Policy (AUD-001)
- Periodic risk assessments identifying gaps in controls or compliance
- Review of security incidents and near-misses for policy compliance implications
- Tracking security awareness training completion rates across all departments
- Annual report to Executive Management on program effectiveness and compliance status

8.2 Exceptions & Waivers

Waivers from certain policy provisions may be requested following the WCG Waiver Process. Waiver requests must be submitted in writing to the Information Security Committee and must include a description of the provision from which a waiver is sought, the business justification, expected duration, and compensating controls. The Information Security Committee reviews and approves or denies all waivers. Approved waivers are time-limited and subject to renewal. No waiver may be granted that would result in a material violation of applicable law or regulation.

8.3 Non-Compliance & Sanctions

Personnel found to have violated this policy or any subordinate WCG information security policy may be subject to disciplinary action, up to and including termination of employment, and related civil or criminal penalties.

Vendors, consultants, or contractors found to have violated this policy may be subject to sanctions including removal of access rights, termination of contract, and related civil or criminal penalties.

The Information Security Committee is responsible for identifying non-compliance and recommending appropriate handling to management, in coordination with the Director of Human Resources and the County Attorney.

Worcester County Government

System Development & Procurement

Policy & Procedure

1. Purpose

The purpose of the Worcester County Government System Development and Procurement Policy is to establish the rules for evaluating, developing, and deploying WCG Information Resources. This policy ensures that security requirements are incorporated from the earliest stages of any system acquisition or development activity, that systems are properly tested and accepted before production deployment, and that WCG's technology environment remains secure, supportable, and aligned with operational needs throughout the system lifecycle.

2. Scope

This policy applies to:

- All individuals who participate in the procurement, development, testing, or operation of any WCG Information Resource
- All employees, contractors, consultants, and third-party personnel involved in software development, system acquisition, or system deployment on behalf of WCG
- All WCG Information Resources — including hardware, software, applications, and cloud services — acquired, developed, or deployed for use in the WCG environment
- All outsourced or third-party software development undertaken on behalf of WCG

Exclusions

Minor patches and configuration updates to existing approved systems, where no new functionality is introduced and the change is processed through the WCG Change Control Policy (CCT-001), are excluded from the full system acceptance requirements of this policy. Such changes remain subject to CCT-001 and must not introduce new vulnerabilities or alter the system's security posture without a corresponding security review.

3. Definitions

The following terms are used throughout this policy. For a complete list of definitions, see Appendix A.

Term	Definition
Acceptance Criteria	The documented operational, functional, performance, capacity, data classification, and security requirements that a system or application must satisfy before it may be deployed to the production environment.
Application Lifecycle	The standardized set of stages through which a WCG application passes from initial planning and acquisition through active use, maintenance, and eventual decommissioning.
Confidential Information	Data that must not be disclosed to unauthorized individuals due to legal, contractual, or business obligations, where unauthorized disclosure may result in financial or reputational harm to WCG.
Data Sanitization	The process of removing, anonymizing, or masking sensitive or production data from a dataset before it is used in a non-production environment, to prevent unauthorized exposure of confidential or personal information.
Development Environment	A computing environment used exclusively for writing, modifying, and building software code, separated from testing and production environments.
Information Resource	All computerized communications hardware, software, and systems owned, leased, licensed to, or accessible through WCG, used to create, collect, store, or process information.
Least Privilege	The principle that access to source code, systems, and data is granted only to the minimum level required for a person to perform their authorized tasks.
Outsourced Software Development	Software development performed by an external vendor, contractor, or third party on behalf of WCG, subject to WCG security and quality standards.
Production Environment	The live, operational environment in which WCG Information Resources are actively used to conduct county business and deliver services to residents.
Resource / Application Owner	The individual is accountable for a specific application or information resource, responsible for defining acceptance criteria and approving deployment to production.
Secure Software Development Lifecycle (SSDLC) Standard	The WCG document specifying security practices and controls that must be applied at each stage of the software development lifecycle, from requirements through design, coding, testing, and deployment.
Separation of Environments	The practice of maintaining distinct, isolated computing environments for development, testing, and production activities to prevent unauthorized or accidental modification of production systems.
System Security Requirements Form	The WCG document used to identify and document information security requirements for a new system or significant enhancement at the onset of the acquisition or design planning phase.

Term	Definition
Test Environment	A computing environment used to perform quality assurance, security testing, and acceptance testing of software prior to production, separate from development and production environments.
Vulnerability	A weakness in a system, application, or process that could be exploited to compromise the security, availability, or integrity of WCG Information Resources.

4. Policy Statement

Worcester County Government is committed to ensuring that all Information Resources are acquired, developed, and deployed in a secure, controlled, and accountable manner. Security must not be an afterthought — it must be embedded into the earliest stages of any procurement or development activity and maintained throughout the system lifecycle. Systems that are no longer actively supported pose an unacceptable risk and must be evaluated for replacement.

All procurement, development, testing, and deployment activities must comply with this policy, the WCG Change Control Policy (CCT-001), the Secure Software Development Lifecycle (SSDLC) Standard, and all other applicable WCG policies and standards. No system or application may be deployed to the WCG production environment without having met all documented acceptance criteria.

5. Policy Requirements

5.1 General System Lifecycle Requirements

- All applications created or deployed within the WCG IT environment must follow a standardized application lifecycle established by IT Management.
- Applications must be actively maintained. Periodic updates must be applied to address known vulnerabilities in accordance with WCG vulnerability management requirements.
- If an application is no longer actively supported by the vendor, developer, or responsible party, it must be evaluated for replacement. Continued use of an unsupported application requires a documented risk acceptance approved by IT Management and the Information Security Committee.
- At the onset of any acquisition or design planning phase, security requirements must be identified and documented using the WCG System Security Requirements Form before significant design or procurement decisions are made.
- All software developed within or for the WCG environment must be based on the WCG Secure Software Development Lifecycle (SSDLC) Standard.

- Development, testing, and operational (production) environments must be separated and maintained as distinct, isolated environments.
- Separation of duties and appropriate access controls must exist between personnel assigned to development and test environments and those assigned to the production environment.
- All changes to systems must be made in accordance with the WCG Change Control Policy (CCT-001).
- Production data must be sanitized before use in development or test environments. Production and test access controls must comply with production environment standards.
- All test data and test accounts must be removed before a system transition to production.

5.2 Secure Software Development

- All software development personnel must receive training in writing secure code appropriate to their specific development environment before being assigned to development activities. Training must be refreshed annually or when a significant change in the development environment occurs.
- IT Management must develop, implement, and maintain a Secure Software Development Lifecycle (SSDLC) Standard that defines security practices to be applied at each stage of the development process.
- Access to program source code must be restricted based on the principle of least privilege. Source code repositories must employ access controls and audit logging.
- For applications that store or transmit confidential information, security controls must be implemented to limit output to the minimum necessary as defined by the resource owner and applicable data classification requirements.
- Any outsourced software development must comply with the WCG SSDLC Standard. Outsourcing agreements must include provisions requiring compliance with WCG security requirements and permitting WCG to audit or review the development process.
- Modifications to externally developed or vendor-supplied software packages must be limited to necessary changes only, and all such changes must be strictly controlled through the change control process (CCT-001).
- All newly developed software and all updates or revisions to existing software must be fully tested and accepted in accordance with documented acceptance criteria prior to deployment to the production environment.

5.3 System Procurement

- Procurement of new hardware and software must be authorized by IT Management and requested through WCG's established procurement process.
- IT Management must perform a security review of all new hardware or software prior to any final purchase commitment to confirm that necessary security controls can be configured and that the product does not introduce unacceptable risk to the WCG environment.
- All newly procured hardware and software must be fully tested and accepted in accordance with documented acceptance criteria before deployment to the production environment.

- Deployment of new hardware and software to the production environment must be performed in accordance with the WCG Change Control Policy (CCT-001).
- Cloud-based services and software-as-a-service (SaaS) solutions must be evaluated against WCG data classification, privacy, and security requirements before procurement. Vendor contracts must address data ownership, security controls, breach notification, and data return or destruction upon contract termination.

5.4 System Acceptance

- Acceptance criteria must be provided by the resource or application owner before any system or application is submitted for acceptance testing.

Acceptance criteria must specify, at a minimum:

  - Operational and functional requirements of the application
  - Performance and capacity requirements
  - Data classification of information the system will process or store
  - Security control requirements commensurate with the data classification
  - Hardware specifications, where applicable
  - Confirmation that tests data and test accounts have been removed
- All documented acceptance criteria must be satisfied — and confirmed in writing by the resource owner — before any system or application may be deployed to the production environment.
- The results of acceptance testing, including any deficiencies identified and their remediation, must be documented and retained in accordance with the WCG Data Retention Schedule.
- Post-deployment verification must be conducted to confirm the system is operating as intended and that no unintended changes to the production environment have occurred.

5.5 End-of-Life & Decommissioning

- When a system or application reaches end-of-life — whether due to loss of vendor support, functional obsolescence, or planned replacement — a decommissioning plan must be developed by IT Management in coordination with the resource owner.
- Decommissioning must include the secure removal or migration of all data in accordance with the WCG Information and Data Retention Policy (RET-001) and the WCG Media Reuse and Destruction Standard.
- Access rights to decommissioned systems must be revoked in coordination with the WCG Identity and Access Management Policy (IAM-001).
- Decommissioning activities must be processed through the WCG Change Control Policy (CCT-001) and documented.

6. Roles & Responsibilities

The following roles are responsible for implementing and maintaining this policy:

Role / Title	Responsibilities
Resource / Application Owners	• Define and document acceptance criteria for systems and applications under their accountability before acceptance testing begins • Authorize deployment to the production environment in writing upon satisfaction of all acceptance criteria • Evaluate applications under their accountability for replacement when vendor support is discontinued • Approve risk acceptance decisions for continued use of unsupported applications in coordination with IT Management and the Information Security Committee
Information Technology Management	• Establish and maintain the standardized application lifecycle governing all WCG applications • Develop, implement, and maintain the WCG Secure Software Development Lifecycle (SSDLC) Standard • Authorize all hardware and software procurement requests and conduct security reviews before final purchase commitment • Maintain and enforce separation of development, test, and production environments • Ensure production data is sanitized before use in non-production environments • Manage source code repositories with appropriate access controls and audit logging • Review of outsourced development agreements for compliance with WCG security requirements • Oversee system acceptance testing and post-deployment verification • Develop and execute decommissioning plans for end-of-life systems in coordination with resource owners • Ensure all system changes are processed through the WCG Change Control Policy (CCT-001)
Software Developers (Internal & Contracted)	• Complete secure coding training appropriate to their development environment before beginning development work, and annually thereafter • Develop software in accordance with the WCG SSDLC Standard and applicable security requirements • Restrict access to source code to authorized personnel in accordance with the least privilege principle • Ensure test data and test accounts are removed before any system transitions to production • Document all development and testing activities as required by the SSDLC Standard

Role / Title	Responsibilities
Procurement / Finance	• Ensure all technology procurement requests are routed through IT Management for authorization before purchase commitment • Ensure contracts with software vendors, cloud service providers, and development contractors include appropriate security, data ownership, breach notification, and data return or destruction provisions
Cybersecurity / IT Department	• Review and advice on the security requirements captured in the System Security Requirements Form for new systems and significant enhancements • Assess security risks associated with outsourced development, cloud service procurement, and end-of-life systems • Contribute to or review the WCG SSDLC Standard to ensure it reflects current secure development best practices • Support system acceptance testing from a security perspective, including review of security controls for systems handling confidential information
Information Security / IT Department	• Own, maintain, and review this policy on an annual basis or as required • Approve risk acceptance decisions for continued use of unsupported applications • Oversee compliance with system development and procurement requirements across WCG • Review and approve exception requests and waivers

7. Implementation & Procedures

7.1 Security Requirements at Inception

At the outset of any new system acquisition or development project, the project lead or resource owner must complete the WCG System Security Requirements Form in coordination with IT Management and the Head of Cybersecurity. This form must be completed before significant design, development, or procurement decisions are made. The security requirements identified must be incorporated into the system design, procurement specification, or development plan and must be reflected in the acceptance criteria.

7.2 SSDLC Standard Maintenance

IT Management is responsible for maintaining the WCG Secure Software Development Lifecycle Standard as a living document. The SSDLC Standard must address security

requirements and controls at each development stage — requirements, design, coding, testing, and deployment — and must include secure coding practices, code review requirements, and security testing requirements. The Standard must be reviewed and updated at least annually and whenever significant changes to the development environment or threat landscape necessitate a revision.

7.3 Environment Separation & Data Sanitization

IT Management must maintain documented procedures confirming the separation of development, test, and production environments. These procedures must include access control requirements preventing production access by development personnel and vice versa, and data sanitization procedures specifying how production data is anonymized or masked before use in non-production environments. Compliance with these procedures must be verified as part of the system acceptance process.

7.4 Outsourced Development Oversight

Before engaging an external party for software development, IT Management must confirm that the engagement agreement includes requirements for compliance with the WCG SSDLC Standard, security testing obligations, code review rights, data handling requirements consistent with the WCG Information Classification and Management Policy (ICM-001), and WCG's right to audit or review the development process. IT Management must maintain oversight of the development process throughout the engagement and must conduct our commission security testing of all outsourced code before acceptance.

7.5 System Acceptance Process

Before any system or application is deployed to production, the resource owner must confirm in writing that all acceptance criteria have been satisfied. IT Management must confirm that test data and test accounts have been removed, that the system has been deployed in accordance with CCT-001, and that post-deployment verification has been completed. Acceptance testing results, including any deficiencies and their resolution, must be documented and retained in accordance with the WCG Data Retention Schedule.

7.6 Unsupported Application Management

IT Management must maintain a register of all WCG applications, including each application's support status and vendor end-of-life date. When an application approaches end-of-vendor support, IT Management must notify the resource owner and begin evaluating replacement options with sufficient lead time to avoid a gap in support. Where continued use of an unsupported application is unavoidable, the risk must be formally accepted by the resource owner and the Information Security Committee, documented, and subject to compensating controls and a defined remediation timeline.

8. Compliance & Enforcement

8.1 Compliance Monitoring

Compliance with this policy is monitored through the following mechanisms:

- Review of system acquisition and development projects by IT Management to confirm security requirements are captured at inception via the System Security Requirements Form
- Review of application acceptance documentation to confirm all acceptance criteria were satisfied before production deployment
- Annual review of the Application Support Status Register to identify applications approaching or past end-of-vendor-support
- Periodic review of development environment separation and data sanitization controls by IT Management
- Annual audit of system development and procurement controls as part of the WCG information security audit program (AUD-001)
- Review of outsourced development agreements to confirm WCG security requirements are incorporated

8.2 Exceptions & Waivers

Waivers from certain policy provisions may be requested following the WCG Waiver Process. Waiver requests must be submitted in writing to the Information Security Committee and must include a description of the provision from which a waiver is sought, the business justification, expected duration, and compensating controls. Approved waivers are time-limited and subject to renewal. No waiver may be granted that would allow deployment to production without complete acceptance testing or without documented security requirements for systems handling confidential information.

8.3 Non-Compliance & Sanctions

Personnel found to have violated this policy — including by deploying systems to production without meeting acceptance criteria, bypassing environment separation controls, or failing to sanitize production data in non-production environments — may be subject to disciplinary action, up to and including termination of employment, and related civil or criminal penalties.

Vendors, consultants, or contractors found to have violated this policy may be subject to sanctions including removal of access rights, termination of contract, and related civil or criminal penalties.

Worcester County Government

Teleworking

Policy & Procedure

1. Purpose

The purpose of the Worcester County Government Teleworking Policy is to establish the rules and conditions under which short-term and long-term teleworking may occur, in order to maintain acceptable practices regarding the use and protection of WCG Information Resources. This policy ensures that personnel working remotely maintain the same standard of information security as those working on WCG premises, and that WCG equipment, data, and systems are protected regardless of where work is performed.

2. Scope

This policy applies to:

- Any individual connecting remotely to WCG Information Resources
- All employees, contractors, consultants, and third-party personnel who perform WCG work or access WCG Information Resources from a location outside of WCG-controlled facilities
- All WCG-provided equipment used at remote or home office locations
- All WCG information accessed, processed, stored, or transmitted during remote work

Exclusions

This policy does not govern access to WCG Information Resources from WCG-managed locations such as satellite offices or county buildings where WCG physical and network security controls are fully in place. Personnel working at such locations remain subject to all applicable WCG policies but are not required to comply with the home office and remote connectivity requirements specific to this policy.

3. Definitions

The following terms are used throughout this policy. For a complete list of definitions, see Appendix A.

Term	Definition
Full-Disk Encryption	A security measure that encrypts all data stored on a device's hard drive, ensuring that data cannot be accessed if the device is lost or stolen.

Term	Definition
Information Owner	The individual accountable for a specific set of WCG information, responsible for authorizing access and approving any printing or disclosure of that information.
Information Resource	All computerized communications hardware, software, and systems owned, leased, licensed to, or accessible through WCG, used to create, collect, store, or process information.
Remote Work Location	Any location outside of WCG-controlled facilities from which a teleworker accesses WCG Information Resources, including a home office, hotel, co-working space, or other off-site location.
Split Tunneling	A network configuration in which a remote device simultaneously connects to a VPN and to another external network, potentially allowing traffic to bypass VPN security controls.
Teleworker	Any WCG employee, contractor, or authorized third-party personnel who has been approved to perform WCG work and access WCG Information Resources from a remote work location.
VPN (Virtual Private Network)	An approved encrypted network connection used to securely access WCG Information Resources from outside WCG-controlled facilities.
WPA2	Wi-Fi Protected Access 2 — the minimum approved wireless security protocol for networks used to connect to WCG Information Resources. Older protocols such as WPA and WEP are not permitted.

4. Policy Statement

Worcester County Government recognizes that teleworking can support operational continuity and workforce flexibility. At the same time, remote work introduces information security risks that must be managed through consistent, enforceable requirements. WCG's obligation to protect resident data, county information, and Information Resources does not diminish because work is performed outside of WCG facilities.

No individual may work remotely or access WCG Information Resources from outside WCG-controlled facilities without prior approval from their manager and IT. Once approved, teleworkers are fully responsible for complying with this policy and all applicable WCG information security policies. All WCG intellectual property, data, and systems accessed or produced during telework remain the property of Worcester County Government.

5. Policy Requirements

5.1 General Teleworking Requirements

- Personnel must be approved by their manager and IT prior to beginning any remote work or accessing WCG Information Resources remotely. Under no circumstances is a person permitted to work remotely without prior authorization.
- Personnel are responsible for complying with all WCG policies when working using WCG Information Resources or on WCG time. If requirements or responsibilities are unclear, personnel must seek guidance from the IT Department.
- All inventions, intellectual property, and proprietary information — including reports, drawings, blueprints, software code, computer programs, data, writings, and technical information — developed on WCG time and/or using WCG Information Resources are the property of Worcester County Government.
- Teleworkers are responsible for ensuring that non-employees do not access WCG data in any form, including printed or electronic materials, while at the remote work location.
- Teleworkers must maintain a regular work schedule. All hours must be recorded in accordance with standard WCG policies. Overtime and time off must receive advance approval in accordance with WCG's standard practices.
- WCG equipment and information must be protected in accordance with their classification as defined in the WCG Information Classification and Management Policy (ICM-001). Teleworkers are responsible for protecting WCG equipment and information from theft, damage, or loss while in transit or at the remote work location. WCG equipment and documents must never be left unattended in a public area.
- Personnel must follow WCG's Incidental Use provisions under the Acceptable Use Policy (AUP-001) when using WCG devices remotely.
- Personnel must allow IT to inspect or retrieve WCG-provided equipment at any time, and must allow WCG to inspect or retrieve any WCG information maintained at a remote location.

5.2 Internet Connection Requirements

- Personnel must not connect WCG equipment to an unsecured Wi-Fi network, or use an unsecured Wi-Fi network to perform WCG work.
- Wi-Fi connections used with WCG equipment must be secured with WPA2 encryption at minimum. The use of WPA (without the "2") or WEP is not permitted.
- When connecting to any Wi-Fi network outside of WCG facilities, personnel must use the WCG-approved VPN solution. VPN use is mandatory for all remote connections to WCG Information Resources.
- Personnel must not connect to another wireless network and the WCG VPN simultaneously (split tunneling), unless explicitly approved in advance by IT Management.

For long-term or home-office arrangements, the following additional requirements apply:

  - A high-speed internet connection is required. The teleworker is responsible for providing and funding their own internet service, which must be of sufficient bandwidth to perform their regular job functions effectively.

- IT must assess whether the teleworker's home network is adequately secured. If the home network does not meet WCG security requirements, IT will determine whether a WCG-issued wireless router is needed or whether the teleworker must comply with the WCG Teleworking Procedures for securing wireless networks.
- Home wireless networks used with WCG Information Resources must be secured with a strong password of 16 or more characters.
- Where possible, the home network used for WCG work should be isolated from other personal devices and computers in the home.

5.3 Equipment Requirements

- Only WCG-provided computing devices — such as WCG-issued desktops and laptops — may be used for remote work or accessing WCG Information Resources. The use of personally owned computers for WCG work is not permitted.
- All WCG computing devices used for teleworking must have the following WCG-provided or approved security controls active and up to date:
  - Active, current antivirus software
  - Active local firewall
  - Full-disk encryption
  - Automatic screen lock after a defined period of inactivity
- Teleworkers are responsible for regularly rebooting their devices to allow software patches and updates to be installed in a timely manner.
- Personally owned devices — including but not limited to USB drives, portable hard drives, mobile phones, tablets, and other personal gadgets — must not be connected to WCG equipment, including via wireless connection, without prior IT authorization.
- All maintenance of WCG-provided equipment must be performed by or pre-approved by IT. Teleworkers must not engage third-party repair services for WCG equipment without IT authorization.

5.4 Printing Requirements

- The printing of any non-Public WCG information at a remote location must be pre-approved by the relevant Information Owner.
- The printing of any non-Public WCG information to a public printer — such as those found at libraries, print shops, or hotels — is prohibited.
- Personnel must be pre-approved by both IT and their manager before printing WCG information at a remote location. Personnel approved for remote printing must have access to a cross-cut or micro-cut shredder.
- Wireless printing must be pre-approved by IT and requires the use of strong encryption. Where possible, the device used to print must be directly connected to the printer.
- The printing of Confidential Information at a remote location is not permitted under any circumstances.
- All non-Public WCG documents at a remote location must be secured when not in use and shredded when no longer needed, in accordance with the WCG Information Classification and Management Policy (ICM-001).

5.5 Telephone & Communications Requirements

- Remote personnel must use WCG-provided phones, headsets, or approved communication tools for all WCG-related calls and communications.
- Teleworkers must exercise discretion when discussing WCG business in shared or public spaces, ensuring that conversations involving Internal or Confidential information cannot be overheard by unauthorized individuals.
- WCG communication tools and accounts must be used only for authorized WCG business in compliance with the WCG Acceptable Use Policy (AUP-001).

5.6 Remote Workspace Requirements

- Remote workspaces must be secured to protect all WCG equipment and maintain the confidentiality of all WCG information. Workspaces should not be located in areas where unauthorized people could view screens, documents, or overhead WCG conversations.
- WCG equipment and documents must be secured when unattended at the remote work location. Equipment must not be left visible in unattended vehicles.
- Personnel must allow IT to inspect or retrieve WCG-provided equipment from the remote work location at any time upon request.
- WCG may inspect or retrieve any WCG information maintained at a teleworker's home or remote work location.
- The use of personal video surveillance on home entrances and exits is encouraged where it is feasible to deter theft or unauthorized access to WCG equipment.

6. Roles & Responsibilities

The following roles are responsible for implementing and maintaining this policy:

Role / Title	Responsibilities
Teleworkers (All Approved Remote Personnel)	• Obtain prior approval from their manager and IT before beginning any remote work • Comply with all requirements of this policy and all applicable WCG information security policies while teleworking • Protect WCG equipment and information from theft, damage, or loss at the remote work location • Ensure non-employees cannot access WCG data in any form at the remote work location • Use only WCG-provided equipment for WCG work and connect only via the approved VPN • Record all work hours accurately and obtain advance approval for overtime or time off • Reboot devices regularly to allow security patches and updates to be applied

Role / Title	Responsibilities
	• Allow IT to inspect or retrieve WCG equipment from the remote location upon request • Shred all non-Public WCG documents when no longer needed
Managers / Supervisors	• Approve or deny telework requests based on operational need and the employee's demonstrated ability to work independently • Ensure personnel under their management have received IT approval before beginning remote work • Monitor teleworker performance and ensure compliance with WCG scheduling and time-recording requirements • Approve or deny requests for overtime and time off in accordance with WCG standard policies • Notify IT promptly when a teleworker's remote access authorization should be revoked
Information Technology Management	• Review and approve or deny telework requests from an IT security perspective before remote access is provided • Assess home network security and determine whether a WCG-issued router or additional controls are required • Provision and maintain VPN access and all required security controls on WCG-provided equipment • Maintain and publish the WCG Teleworking Procedures for implementing secure home networks • Conduct periodic reviews of active remote access authorizations to confirm they remain appropriate • Inspect and maintain WCG-provided equipment used for teleworking • Respond to teleworker requests for equipment maintenance and pre-approve any third-party repairs • Revoke remote access promptly upon notification from a manager or Human Resources
Human Resources	• Maintain records of approved telework agreements and ensure telework arrangements are consistent with WCG employment terms • Notify IT promptly when a teleworker's employment or contract is terminated or their role changes • Ensure this policy is included in teleworker onboarding and that acknowledgement is obtained before remote access is granted
Information Security / IT Department	• Own, maintain, and review this policy on an annual basis or as required • Oversee compliance with teleworking security requirements across WCG • Review and approve exception requests and waivers

7. Implementation & Procedures

7.1 Telework Approval Process

Personnel wishing to work remotely must submit a telework request to their manager. The manager must approve the request based on operational need and notify IT for a security assessment. IT will assess the proposed remote work location's connectivity, determine whether additional controls — such as a WCG-issued router — are needed, and provision VPN access and confirm device readiness before the teleworker begins remote work. No remote access may be activated before both manager and IT approval is confirmed in writing.

7.2 Home Network Assessment

For long-term or home office arrangements, IT must assess the security of the teleworker's home network before approving remote access. The assessment must confirm that WPA2 encryption is in use, that the wireless network password meets WCG's minimum length requirement (16 or more characters), and that there is no configuration that would permit split tunneling or expose WCG traffic to other household devices. Where the home network does not meet requirements, IT will provide guidance, issue a WCG router, or require the teleworker to comply with the WCG Teleworking Procedures before access is approved.

7.3 Equipment Provisioning & Return

IT is responsible for provisioning WCG-provided computing devices for teleworkers, configured with all required security controls — including antivirus, local firewall, full-disk encryption, and automatic screen lock — before the device is issued. All equipment issued for telework must be recorded in the WCG Asset Inventory Register. Upon termination of the telework arrangement, whether permanent or temporary, all WCG equipment must be returned to IT for inspection and redeployment. IT must verify that no WCG data remains on any equipment before it is reassigned or disposed of.

7.4 Periodic Review of Remote Access

IT Management must conduct a periodic review — no less than annually — of all active remote access authorizations to confirm that each authorization remains appropriate for the individual's current role and telework arrangement. Authorizations for individuals who no longer require remote access must be revoked promptly. The results of each review must be documented and retained in accordance with the WCG Data Retention Schedule.

7.5 Incident Reporting

Teleworkers must report any security incident occurring at their remote work location — including loss or theft of WCG equipment, suspected unauthorized access to WCG data, or damage to WCG equipment — to IT and their manager as soon as possible. Incidents must be handled in accordance with the WCG Incident Management Policy (INC-001). Teleworkers must not attempt to recover or investigate a theft independently; they must contact the appropriate authorities and IT immediately.

8. Compliance & Enforcement

8.1 Compliance Monitoring

Compliance with this policy is monitored through the following mechanisms:

- Annual review of active remote access authorizations by IT Management
- Periodic review of VPN usage logs and remote access session activity
- IT assessment of home network security before long-term telework arrangements are approved and at renewal
- Device inspection upon return of WCG equipment from remote locations
- Review of reported security incidents involving remote work locations, equipment loss, or data exposure
- Annual audit of teleworking controls as part of the WCG information security audit program (AUD-001)

8.2 Exceptions & Waivers

Waivers from certain policy provisions may be requested following the WCG Waiver Process. Waiver requests must be submitted in writing to the Information Security Committee and must include a description of the provision from which a waiver is sought, the business justification, expected duration, and compensating controls. Approved waivers are time-limited and subject to renewal. No waiver may be granted that would allow remote work without prior manager and IT approval, or that would allow the use of personally owned computers for WCG work without compensating security controls.

8.3 Non-Compliance & Sanctions

Personnel found to have violated this policy — including by working remotely without authorization, using personal devices for WCG work, connecting via unsecured networks, allowing non-employees to access WCG data, or printing Confidential Information remotely — may be subject to disciplinary action, up to and including termination of employment, and related civil or criminal penalties.

Vendors, consultants, or contractors found to have violated this policy may be subject to sanctions including removal of access rights, termination of contract, and related civil or criminal penalties.

Worcester County Government

Vendor Management

Policy & Procedure

1. Purpose

The purpose of the Worcester County Government Vendor Management Policy is to describe the actions and behaviors required to ensure that due care is taken to avoid inappropriate risks to Worcester County Government, its business partners, and its stakeholders from any of its vendors. This policy establishes a consistent framework for evaluating vendor security posture before engagement, governing vendor access to WCG Information Resources and confidential information throughout the contract lifecycle and ensuring a secure and documented process for vendor offboarding.

2. Scope

This policy applies to:

- Any individual at WCG who interacts with, sets up, or manages WCG vendors
- All employees, contractors, and third-party personnel involved in vendor selection, contracting, oversight, or offboarding on behalf of WCG
- All vendors, consultants, contractors, and third-party service providers who access, store, process, or transmit WCG Information Resources or confidential information
- All vendor agreements, contracts, and service level agreements involving WCG Information Resources or confidential information

Exclusions

Vendors engaged solely for the procurement of commodity goods with no access to WCG Information Resources, systems, or confidential information are excluded from the risk assessment and contract security requirements of this policy. Such vendors remain subject to WCG's standard procurement processes and applicable county regulations.

3. Definitions

The following terms are used throughout this policy. For a complete list of definitions, see Appendix A.

Term	Definition
Business Associate Agreement (BAA)	A contract required under HIPAA between WCG and a vendor that creates, receives, maintains, or transmits protected health information (PHI) on WCG's behalf, establishing the vendor's obligations for safeguarding that information.

Term	Definition
Confidential Information	Data that must not be disclosed to unauthorized individuals due to legal, contractual, or business obligations, where unauthorized disclosure may result in financial or reputational harm to WCG.
Critical Vendor	A vendor whose services are essential to WCG operations such that disruption or compromise of those services would materially impact WCG's ability to deliver services to residents or fulfill its obligations.
Information Resource	All computerized communications hardware, software, and systems owned, leased, licensed to, or accessible through WCG, used to create, collect, store, or process information.
Logical Access	The ability to connect to, query, read, write, or otherwise interact with WCG information systems or data through electronic means, as distinct from physical access to WCG facilities.
Non-Disclosure Agreement (NDA)	A legally binding contract between WCG and a vendor establishing confidentiality obligations for WCG information to which the vendor is given access.
PCI DSS	Payment Card Industry Data Security Standard — a set of security requirements for organizations that store, process, or transmit payment card data. Vendors involved in WCG payment card processing must maintain PCI DSS compliance.
SLA (Service Level Agreement)	A documented agreement between WCG and a vendor specifying the expected level of service, performance metrics, and consequences for non-compliance.
Subcontractor	A third party engaged by a vendor to perform part of the services delivered to WCG under a contract, who may as a result have access to WCG Information Resources or confidential information.
Supply Chain	The network of vendors, subcontractors, and service providers involved in delivering goods or services to WCG, any of whom may handle WCG information as part of service delivery.
Vendor	Any external organization, contractor, consultant, or individual engaged by WCG to provide goods or services, who may as a result have access to WCG Information Resources, facilities, or confidential information.
Vendor Non-Disclosure Agreement / Business Associate Agreement (Vendor NDA/BAA)	The WCG standard agreement that vendors granted access to WCG Information Resources must sign before engagement begins, establishing confidentiality, data handling, and HIPAA obligations as applicable.
Vendor Risk Assessment	A structured evaluation of the information security controls, practices, and compliance posture of a vendor with access to WCG Information Resources or confidential information.

4. Policy Statement

Worcester County Government relies on a range of external vendors to support its operations and service delivery. Each vendor relationship that involves access to WCG Information Resources or confidential information introduces risk that must be actively managed. WCG is committed to ensuring that vendors are assessed before engagement, held to clear and contractually binding security requirements throughout the relationship, and offboarded securely when the engagement ends.

Vendors are extensions of WCG's operational environment in respect of the information and systems they access. WCG expects all vendors to take the same care with WCG information as WCG itself is required to take, and to proactively notify WCG of any security incidents, key personnel changes, or subcontracting arrangements that may affect the security of WCG information.

5. Policy Requirements

5.1 Vendor Assessments

- All vendors granted access to WCG Information Resources must sign the WCG Vendor Non-Disclosure Agreement / Business Associate Agreement (Vendor NDA/BAA) before any access is provisioned.
- Vendors must be evaluated prior to the commencement of any service and reassessed on an annual basis thereafter.
- A formal vendor risk assessment must be performed on all vendors with physical or logical access to confidential information, and on all vendors considered critical to WCG operations.
- Risk assessments must be performed on all requested cloud service providers before approval to use those services is granted.
- High-risk findings identified during a vendor risk assessment must be tracked and followed up to verify that remediation has been completed before or as a condition of continued engagement.
- Vendors with PCI DSS compliance requirements must have their compliance status reviewed on an annual basis.
- The results of all vendor risk assessments must be documented and retained in accordance with the WCG Data Retention Schedule.

5.2 Vendor Contract Requirements

All vendor agreements and contracts involving access to WCG Information Resources or confidential information must specify, at a minimum:

  - The WCG information the vendor is authorized to access, and the purpose for which access is granted
  - How WCG information is to be protected by the vendor, including applicable security controls and classification handling requirements
  - How WCG information is to be transferred between WCG and the vendor, including approved transfer methods and encryption requirements
  - Acceptable methods for the return, destruction, or disposal of WCG information in the vendor's possession at the end of the contract, including timelines and confirmation requirements
  - Minimum information security requirements the vendor must maintain throughout the contract
  - Incident response requirements, including the timeframe within which the vendor must notify WCG of security incidents
  - WCG's right to audit the vendor's compliance with the contract's security requirements

- If a vendor subcontracts any part of the information and communications technology service provided to WCG, the vendor must ensure appropriate information security practices are maintained throughout the supply chain and must notify WCG of any subcontracting arrangements before they commence.
- Vendors must use WCG Information Resources only for the purpose defined in the business agreement. Any work outside the defined parameters of the contract must be approved in writing by the appropriate WCG point of contact before commencing.
- Any WCG information acquired by the vendor during the contract must not be used for the vendor's own purposes or divulged to third parties other than approved subcontractors operating under equivalent confidentiality obligations.

5.3 Vendor Access Management

- Vendors with access to WCG Information Resources must provide authentication mechanisms, ensuring that all vendor access is attributable to a specific individual.
- Vendor access to WCG Information Resources must be provisioned through a formal request and approval process and must be limited to the minimum access required for the defined scope of work.
- Vendor access must remain disabled except when in active, authorized use for the purposes defined in the contract.
- New vendors must provide WCG with a list of key personnel who will be working on the contract before access is provisioned.
- Vendors must notify WCG of key staff changes — including additions, departures, and role changes — within 24 hours of the change occurring.
- Upon the departure of a vendor employee from the contract for any reason, the vendor must ensure that all WCG sensitive information in that individual's possession is collected and returned to WCG.
- WCG IT will provide a technical point of contact for each vendor relationship. That point of contact is responsible for working with the vendor to confirm compliance with WCG's policies and contract requirements.

5.4 Vendor Activity Logging

- Vendors' work activities must be recorded in a log and made available to WCG IT Management upon request as it pertains to any WCG Resources.
- Vendor activity logs must include but are not limited to personnel on-site or with active access, password changes, project milestones and deliverables, and arrival and departure times for on-site work.
- Logs must be maintained in sufficient detail to support WCG's audit rights and incident investigation requirements.

5.5 Vendor Performance Monitoring

- Vendor performance must be reviewed annually to assess compliance with contractual requirements and SLAs.
- In the event of non-compliance with contract requirements or SLAs, regular performance meetings must be held with the vendor until requirements are met. Persistent non-compliance may result in contract remediation including termination.
- Vendors must report all security incidents directly to the appropriate WCG IT personnel within the timeframe defined in the contract. Vendor incident reports must be handled in accordance with the WCG Incident Management Policy (INC-001).

5.6 Vendor Offboarding

- Upon termination of a vendor contract — whether by expiry, termination for cause, or mutual agreement — the vendor must be formally reminded of their ongoing confidentiality and non-disclosure obligations.
- Upon termination or at WCG's request, the vendor must immediately surrender all WCG badges, access cards, equipment, and supplies. Any equipment or supplies to be retained by the vendor must be documented and authorized by WCG IT Management in writing.
- All logical access granted to vendor personnel must be revoked on or before the contract termination date, in accordance with the WCG Identity and Access Management Policy (IAM-001).
- The vendor must confirm in writing that all WCG information in their possession — including information held by approved subcontractors — has been returned or securely destroyed in accordance with the contract's data disposal requirements and the WCG Media Reuse and Destruction Standard.
- WCG IT must remove or revoke any vendor-specific accounts, credentials, or access configurations from WCG systems upon contract termination.

6. Roles & Responsibilities

The following roles are responsible for implementing and maintaining this policy:

Role / Title	Responsibilities
Department Heads / Contract Managers	• Initiate vendor risk assessments for vendors under their oversight before engagement begins • Ensure contracts with vendors include all required security provisions as specified in this policy • Serve as or designate the WCG point of contact for vendor relationships under their oversight • Conduct or facilitate annual vendor performance reviews • Notify IT Management in advance of vendor contract termination or when a vendor's access should be revoked • Approve any work outside the defined parameters of the contract before the vendor commences such work
Information Technology Management	• Serve as or support the WCG technical point of contact for vendor relationships involving IT systems or data • Provision, monitor, and revoke vendor access to WCG Information Resources in accordance with this policy and IAM-001 • Conduct or support vendor risk assessments, including assessments of cloud service providers • Track high-risk assessment findings and verify remediation before or as a condition of continued engagement • Review and retain vendor activity logs upon request and during incident investigations • Manage vendor offboarding, including access revocation, equipment returns, and data disposal confirmation • Review and approve any vendor subcontracting arrangements involving WCG IT systems • Own, maintain, and review this policy on an annual basis or as required • Oversee the vendor management program across WCG • Review and approve exception requests and waivers • Ensure the vendor risk assessment methodology reflects current threats, regulatory requirements, and WCG's risk appetite
WCG Cybersecurity	• Oversee the vendor risk assessment program, including the development and maintenance of the vendor risk assessment methodology • Review risk assessment findings for critical vendors and cloud service providers and recommend risk treatment • Ensure vendor security requirements in contracts are consistent with WCG's information security risk posture • Coordinate vendor security incident response in conjunction with IT Management and the affected vendor • Assess supply chain security risks associated with vendor subcontracting arrangements
County Attorney's Office	• Review vendor contracts to confirm that required security, confidentiality, data handling, and audit provisions are included

Role / Title	Responsibilities
	• Maintain and update the WCG Vendor NDA/BAA template in coordination with the Information Security Committee • Advise on contractual remedies for vendor non-compliance or security incidents
Procurement / Finance	• Ensure all vendor engagements involving WCG Information Resources are routed through IT Management for security review before contract execution • Confirm that vendor contracts include the security provisions required by this policy before final execution

7. Implementation & Procedures

7.1 Vendor Onboarding Process

Before any vendor is granted access to WCG Information Resources or confidential information, the following steps must be completed: the vendor must sign the WCG Vendor NDA/BAA; a vendor risk assessment must be completed and reviewed by IT Management and the Head of Cybersecurity; the contract must be reviewed by the County Attorney's Office to confirm required security provisions are included; and vendor access must be provisioned by IT Management only after all preceding steps are complete. A record of completed onboarding steps must be maintained in the WCG Vendor Register.

7.2 Vendor Risk Assessment Process

The Head of Cybersecurity is responsible for maintaining a documented vendor risk assessment methodology. Assessments must evaluate the vendor's security controls, data handling practices, incident response capabilities, subcontracting arrangements, and applicable regulatory compliance (including PCI DSS where relevant). Assessments must be conducted before engagement and annually thereafter. Cloud service providers must be assessed before approval is granted. High-risk findings must be tracked in the WCG Vendor Risk Register and followed up until remediation is confirmed.

7.3 Contract Security Requirements Review

Every vendor contract involving WCG Information Resources or confidential information must be reviewed by the County Attorney's Office before execution to confirm that all required security provisions are present. IT Management must provide input on technical requirements. The Information Security Committee must be consulted on contracts involving critical vendors or high volumes of confidential information. Contracts that lack required security provisions must not be executed without the approval of the County Attorney's Office and the Information Security Committee.

7.4 Annual Vendor Performance Review

Department Heads or designated contract managers must conduct an annual review of each active vendor relationship, assessing compliance with contractual requirements and SLAs. The review must include confirmation that the vendor's risk assessment remains current, that no unresolved high-risk findings are outstanding, and that the vendor's access rights remain appropriate for the current scope of work. Review results must be documented and retained in the WCG Vendor Register.

7.5 Vendor Offboarding Process

Upon contract termination, the contract manager must notify IT Management at least five business days in advance (or immediately in case of an emergency termination). IT Management must revoke all vendor logical access on or before the termination date, coordinate the return of all WCG equipment and access credentials, and obtain written confirmation from the vendor that all WCG information has been returned or destroyed. The County Attorney's Office must ensure the vendor is formally notified of their ongoing confidentiality obligations. All offboarding activities must be documented in the WCG Vendor Register.

8. Compliance & Enforcement

8.1 Compliance Monitoring

Compliance with this policy is monitored through the following mechanisms:

- Annual vendor risk assessments confirming the security posture of all vendors with access to WCG Information Resources or confidential information
- Annual vendor performance reviews assessing compliance with contractual requirements and SLAs
- Annual review of PCI DSS compliance status for applicable vendors
- Periodic review of the WCG Vendor Register to confirm all active vendor agreements are current and access rights remain appropriate
- Tracking of high-risk assessment findings in the WCG Vendor Risk Register until remediation is confirmed
- Review of vendor-reported security incidents and WCG's response in accordance with INC-001
- Annual audit of vendor management controls as part of the WCG information security audit program (AUD-001)

8.2 Exceptions & Waivers

Waivers from certain policy provisions may be requested following the WCG Waiver Process. Waiver requests must be submitted in writing to the Information Security Committee and must include a description of the provision from which a waiver is sought, the business justification, expected duration, and compensating controls. Waivers involving contract security requirements

must be reviewed by the County Attorney's Office before approval. No waiver may be granted that would allow a vendor to access WCG Information Resources without signing the Vendor NDA/BAA, or that would allow vendor access to confidential information without a completed risk assessment.

8.3 Non-Compliance & Sanctions

WCG personnel found to have violated this policy — including by engaging vendors without completing required risk assessments, executing contracts without required security provisions, or failing to revoke vendor access upon contract termination — may be subject to disciplinary action, up to and including termination of employment, and related civil or criminal penalties.

Vendors found to have violated this policy or their contractual security obligations may be subject to contract remedies including suspension of access, financial penalties as provided for in the contract, termination of contract, and referral to appropriate authorities where legal violations are involved.

9. Review & Revision History

This policy shall be reviewed annually or whenever significant changes occur to WCG vendor management practices, applicable regulations, or the threat environment.

Version	Date	Author	Description of Changes
1.0	June 2026	Anders Randrup	Document origination, completion and combine

10. Approval

Prepared By	Reviewed By	Approved By
Anders Randrup, IT	*Brian Jones, Lance Thomas*	*County Commissioners*
	IT Contacts	Signature:
6/22/2026	*6/22/2026*	7/7/2026

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ROSCOE R. LESLIE
COUNTY ATTORNEY

June 5, 2026

To: Worcester County Commissioners
From: Karen Hammer, Executive Administrative Assistant
Subject: Upcoming Board Appointments – Terms Beginning January 1, 2026

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

- George Solyak – **Term Ended** – Agricultural Reconciliation Bd.
- Missy Denault – **Moved Out of State** – Recreation Advisory Board
- John Collins – **Term Ending** – W & S Advisory Board – Ocean Pines

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

- Nancy Howard – **Termed Out** – Social Services Advisory Board
- Darlene Jackson Bowen – **Resigned** - Commission for Women

Commissioner Bunting - You have Two (2) positions open:

- Mike Poole – **Term Ending –** Building Code Appeals Board
- Harry Hammond – **Term Ended** – Social Services Advisory Bd.

Commissioner Abbott – You have Two (2) position open:

- Dr. Lynn Duffy – **Resigned –** Housing Review Board
- Michelle Goad – **Term Ended –** Commission for Women

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

- Bill Paul – **Resigned** – Building Code Appeals Board
- Kimberly List – **Termed Out** – Commission for Women
- Rebecca Ferguson – **Resigned** – Social Services Advisory Board

Commissioner Elder – <u>All of your positions are fulfilled. Thank you!</u>

Commissioner Fiori - <u>You have Three (3) positions open</u>:

- Bruce Spangler – **Term Ending** – Ethics Board
- Keith Swanton -**Term Ended** - Water & Sewer Advisory Council, West Ocean City
- Blake Haley – **Term Ended** - Water & Sewer Advisory Council, West Ocean City

<u>All Commissioners</u>

(4)-Adult Public Guardianship Board -
3– Terms Expiring – Dr. Greer, Richard Collins, and Nancy Howard
1– Vacancy – Psychiatrist

(2)-Drug and Alcohol Abuse Council –1- Term Ends – Kim Moses, **1 – Declined Reappointment** – Alyce Marzola

(2)-Local Development Council for the Ocean Downs Casino - Previously Expired Terms – Mark Wittmyer, At-Large, and David Massey (At-Large-Business)

(1) – Lower Shore Work Force Development Board – Alicia Warren - resigned

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

(1) – Social Services Advisory Board – Commissioner Diana Purnell has served the maximum term. This Board requires one member to be a commissioner.

(1) – Solid Waste Advisory Board - Town of Berlin member – James Charles's term is ending.

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

(6- Total): Commission for Women:

(5)– Resigned - Laura Morrison – (At Large); **Resigned -** Darlene Jackson Bowen – (Purnell); **Resigned** – Michelle Goad (Abbott); **Resigned** – Cheryl Middleton (At Large); **Resigned** – Dorothy Shelton-Leslie (Bertino)

(1) - Termed Out - Kimberly List (Mitrecic)

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 disability
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)
Roberta Baldwin	Local Dept. Rep. - Social Services	03-06-09-12-15-18-21-24-27
Melissa Banks	Public Health Nurse	*02-03-06-09-12-15-18-21-24-27
Dr. William Greer	Physician	07-10-13-16-19-22-25 Term Exp.
Richard Collins	Lawyer	95-16-19-22-25 Term Exp.
Nancy Howard	Lay Person	*17-19, 19-22-25 Term Exp.
Brandy Trader	Comm. On Aging	*15-17, 17-20, 20-23-26
Stephanie James	Wor. Co. Dev. Center	23-26
Vacancy	Psychiatrist	
Tina Dykes	Commission on Aging Rep.	25-28

* = Appointed to fill an unexpired term

Updated: September 16, 2025
Printed: September 18, 2025

Reference: Public Local Law § ZS 1-346 (Right to Farm Law)

Appointed by: County Commissioners

Function: Regulatory
Mediate and arbitrate disputes involving agricultural or forestry operations conducted on agricultural lands and issue opinions on whether such agricultural or forestry operations are conducted in a manner consistent with generally accepted agricultural or forestry practices and to issue orders and resolve disputes and complaints brought under the Worcester County Right to Farm Law.

Number/Term: 5 Members/4-Year Terms - Terms expire December 31st

Compensation: None - Expense Reimbursement as provided by County Commissioners

Meetings: At least one time per year, more frequently as necessary

Special Provisions:
- All members must be County residents
- Two Members chosen from nominees of Worcester County Farm Bureau
- One Member chosen from nominees of Worcester County Forestry Board
- Not less than 2 but not more than 3 members shall be engaged in the agricultural or forestry industries (**At-Large members - non-ag/forestry**)

Staff Contact: Dept. of Development Review & Permitting
- Jennifer Keener (410-632-1200)

County Agricultural Extension Agent - As Consultant to the Board
- Doug Jones, District Manager, Resource Conservation District - (632-3109, x112)

Current Members:

Member's Name	Nominated By	Ag/Forest Industry	Resides	Years of Term(s)
George Solyak	At-Large	No	Ocean Pines	18-22
Dean Ennis	Farm Bureau	Yes	Pocomoke	06-10-14-18-22-26
Tom Babcock	At-Large	No	Whaleyville	14-18-22-26
Stacey Esham	Forestry Bd.	Yes	Berlin	12-16-20-24-28
Brooks Clayville	Farm Bureau	Yes	Snow Hill	00-04-08-12-16-20-24-28

Prior Members: Since 2000

Michael Beauchamp (00-06)
Phyllis Davis (00-09)
Richard G. Holland, Sr. (00-12)
Rosalie Smith (00-14)
Betty McDermott *(09-17)

* = Initial terms staggered

BUILDING CODE APPEALS BOARD

Reference: PGL - Public Safety Article - Section 12-501 - 12-508 - Annotated Code of Maryland
COMAR 05.02.07 (Maryland Building Performance Standards)
- International Building Code, International Residential Code

Appointed by: County Commissioners

Function: Quasi-Judicial
Hear and decide upon appeals of the provisions of the International Building Code (IBC) and International Residential Code for one- and two-family dwellings (IRC)

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

Compensation: $100 per meeting (by policy)

Meetings: As Needed

Special Provisions: Members shall be qualified by reason of experience, training or formal education in building construction or the construction trades.

Staff Contact: Jennifer Keener, Director
Development Review & Permitting (410-632-1200, ext. 1123)

Current Members:

Member=s Name	Nominated By	Resides	Years of Term(s)
Bill Paul	D-7 - Mitrecic	Ocean Pines	15-19-23 **Resigned**
Mike Poole	D-6 - Bunting	Bishopville	17-21, 21-25
Mark Bargar	D-4 - Elder	Berlin	14-18-22-26
Jim Wilson	D-3 - Fiori	Berlin	02-06-10-14-18-22-26
Elbert Davis	D-2 - Purnell	Snow Hill	*03-07-11-15-19-23-27
James Spicknall	D-5 - Bertino	Ocean Pines	04-08-12-16-20-24-28
Mark Frostrom, Jr.	D-1 - Abbott	Pocomoke	26-30

Prior Members:

Robert L. Cowger, Jr. (92-95)
Charlotte Henry (92-97)
Robert Purcell (92-98)
Edward DeShields (92-03)
Sumei Prete (97-04)
Shane C. Spain (03-14)
Dominic Brunori (92-15)
Richard P. Mueller (98-17)
Kevin Holland (96-24)

* = Appointed to fill an unexpired term

Updated: February 17, 2026
Printed: February 17, 2026

Reference: PGL Health-General, Section 8-1001

Appointed by: County Commissioners

Functions: Advisory
Develop and implement a plan for meeting the needs of the general public and the criminal justice system for alcohol and drug abuse evaluation, prevention and treatment services.

Number/Term: At least 18 - At least 7 At-Large, and 11 ex-officio (also several non-voting members)
At-Large members serve 4-year terms; Terms expire December 31

Compensation: None

Meetings: As Necessary

Special Provisions: Former Alcohol and Other Drugs Task Force was converted to Drug and Alcohol Abuse Council on October 5, 2004.

Staff Contact: Regina Mason, Council Secretary, Health Department (410-632-1100)
Doug Dods, Council Chair, Sheriff=s Office (410-632-1111)

Current Members:

Name	Representing	Years of Term(s)
	At-Large Members	
Kim Moses	Knowledgeable on Substance Abuse Issues	08-12-16-20, 20-24
Sue Abell-Rodden	Recipient of Addictions Treatment Services	10-14-18-22-26
Colonel Doug Dods	Knowledgeable on Substance Abuse Issues	04-10 (adv)-14-18-22-26
Jim Freeman, Jr.	Knowledgeable on Substance Abuse Issues	04-11-15, 15-19-23-27
Mimi Dean	Substance Abuse Prevention Provider	*18-19-23-27
Michael Trader	Knowledgeable on Substance Abuse Issues	23-27
Matthew Giardina	Knowledgeable on Substance Abuse Issues	24-28
Julie Rayne	Substance Abuse Treatment Provider	26-30
Rev. James Jones	Knowledge of Substance Abuse Issues	*21-25-29
Alyce Marzola	Knowledge of Substance Abuse Treatment	*24-25 **Declined Reappt. Vacant**
	Ex-Officio Members	
Rebecca Jones	Health Officer	Ex-Officio, Indefinite
Roberta Baldwin	Social Services Director	Ex-Officio, Indefinite
Crystal Duffy	Juvenile Services, Regional Director	Ex-Officio, Indefinite
Travis Knapp	Field Supervisor	Ex-Officio, Indefinite
Kris Heiser	State's Attorney	Ex-Officio, Indefinite
Chasity Simpson	District Public Defender	Ex-Officio, Indefinite
Sheriff Matt Crisafulli	County Sheriff	Ex-Officio, Indefinite
Todd Ferrante	Board of Education President	Ex-Officio, Indefinite
Diana Purnell	County Commissioners	Ex-Officio, Indefinite
Judge Brian Shockley (Jen Bauman)	Circuit Court Administrative Judge	Ex-Officio, Indefinite
Hon. Melvin Jews	District Court Administrative Judge	Ex-Officio, Indefinite
Timothy Mulligan	Warden, Worcester County Jail	Ex-Officio, Indefinite

Advisory Members

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

Updated: March 3, 2026
Printed: March 16, 2026

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)
Bruce Spangler	D-3, Fiori	Berlin	*02-05-09-13-17-21-25
Iola Tariq	D-2, Purnell	Berlin	*22-26
Mickey Ashby	D-1, Abbott	Pocomoke	14-18-22-26
David Deutsch	D-6, Bunting	Ocean Pines	17-21-23-27
Frank Knight	D-7, Mitrecic	Ocean City	*14-19-23-27
Judy Giffin	D-5, Bertino	Ocean Pines	*21-24-28
Joseph Stigler	D-4, Elder	Berlin	16-20-24-28

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)
Faith Mumford (14-22)

* = Appointed to fill an unexpired term

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

HOUSING REVIEW BOARD

Reference: Public Local Law 'BR 3-104

Appointed by: County Commissioners

Function: Regulatory/Advisory
To decide on appeals of code official=s actions regarding the Rental Housing Code. Decide on variances to the Rental Housing Code. Review Housing Assistance Programs.

Number/Term 7/3-year terms
Terms expire December 31st

Compensation: $100 per meeting (policy)

Meetings: As Needed

Special Provisions: Immediate removal by Commissioners for failure to attend meetings.

Staff Support: Development Review & Permitting Department
Davida Washington, Housing Program Administrator - 410-632-1200 Ext: 1171

Current Members:

Member=s Name	Nominated By	Resides	Years of Terms(s)
Don Furbay	D-3, Fiori	W. Ocean City	23-26
Charlie Murphy	D-7, Mitrecic	Ocean City	*23-26
Carl Smith	D-4, Elder	Snow Hill	24-27
Felicia Green	D-2, Purnell	Ocean Pines	*21-24-27
Debbie Hileman	D-6, Bunting	Ocean Pines	10-13-16-19-22-25-28
Dr. Lynn Duffy	D-1, Abbott	Pocomoke	26-29 Resigned
Maria Campione-Lawrence	D-5, Bertino	Ocean Pines	*22-23-26

Prior Members:

Phyllis Mitchell
William Lynch
Art Rutter
William Buchanan
Christina Alphonsi
Elsie Purnell
William Freeman
Jack Dill
Elbert Davis
J. D. Quillin, III (90-96)
Ted Ward (94-00)
Larry Duffy (90-00)
Patricia McMullen (00-02)
William Merrill (90-01)
Debbie Rogers (92-02)
Wardie Jarvis, Jr. (96-03)
Albert Bogdon (02-06)
Jamie Rice (03-07)
Howard Martin (08)
Marlene Ott (02-08)
Mark Frostrom, Jr. (01-10)
Joseph McDonald (08-10)
Sherwood Brooks (03-12)
Otho Mariner (95-13)
Becky Flater (13-14)
Ruth Waters (12-15)
John Glorioso (*06-19)
Sharon Teagle (00- 20)
Davida Washington (*21-21)
Donna Dillion (08-22)
C.D. Hall 10-22
Chase Church (*19-22)
Jake Mitrecic (15-21)
Scot Tingle 14-24
Keri Byrd 22-25

* = Appointed to fill an unexpired term

Updated January6, 2026
Printed: May 21, 2026

LOCAL DEVELOPMENT COUNCIL FOR THE OCEAN DOWNS CASINO

Reference: Subsection 9-1A-31(c) - State Government Article, Annotated Code of Maryland

Appointed by: County Commissioners

Function: Advisory
Review and comment on the multi-year plan for the expenditure of the local impact grant funds from video lottery facility proceeds for specified public services and improvements; Advise the County on the impact of the video lottery facility on the communities and the needs and priorities of the communities in the immediate proximity to the facility.

Number/Term: 15/4-year terms; Terms Expire December 31

Compensation: None

Meetings: At least semi-annually

Special Provisions: Membership to include State Delegation (or their designee); one representative of the Ocean Downs Video Lottery Facility, seven residents of communities in immediate proximity to Ocean Downs, and four business or institution representatives located in immediate proximity to Ocean Downs.

Staff Contacts: Kim Moses, Public Information Officer, 410-632-1194
Roscoe Leslie, County Attorney, 410-632-1194

Current Members:

Member=s Name	Nominated By	Represents/Resides	Years of Term(s)
Mark Wittmyer	At-Large	Business - Ocean Pines	15-19
David Massey [c]	At-Large	Business - Ocean Pines	09-13-17, 17-21
Bobbi Jones	Ocean Downs Casino	Ocean Downs Casino	23-indefinite
Mary Beth Carozza	Indefinite	Maryland Senator	14-indefinite
Wayne A. Hartman	Indefinite	Maryland Delegate	18-indefinite
Charles Otto	Indefinite	Maryland Delegate	14-indefinite
Matt Gordon	Dist. 1 – Abbott	Resident - Pocomoke	19-22, 22-26
Ivy Wells	Dist. 3 - Church	Resident - Berlin	22-26
Cam Bunting [c]	At-Large	Business - Berlin	*09-10-14-18-22-26
Roxane Rounds	Dist. 2 - Purnell	Resident - Berlin	*14-15-19-23-27
Michael Donnelly	Dist. 7 - Mitrecic	Resident - Ocean City	*16-19-23-27
Kerrie Bunting	Dist. 4 - Elder	Resident - Snow Hill	*22-24-28
Mayor Rick Meehan [c]	At-Large	Business - Ocean City	*09-12-16-20-24-28
Tina Kolarik	Dist. 6 - Bunting	Resident -Bishopville	24-28
Bob Gilmore	Dist. 5 - Bertino	Resident - Ocean Pines	*19-21, 21-25-29

Prior Members: Since 2009

J. Lowell Stoltzfus [c] (09-10)
Mark Wittmyer [c] (09-11)
John Salm [c] (09-12)
Mike Pruitt [c] (09-12)
Norman H. Conway [c] (09-14)
Michael McDermott (10-14)
Diana Purnell [c] (09-14)
Linda Dearing (11-15)
Todd Ferrante [c] (09-16)
Joe Cavilla (12-17)
James N. Mathias, Jr.[c] (09-18)
Ron Taylor [c] (09-14)
James Rosenberg (09-19)
Rod Murray [c] (*09-19)
Gary Weber (*19-21)
Charlie Dorman (12-19)
Gee Williams (09-21)
Bobbi Sample (17-23)
Steve Ashcraft (19-24)

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

Updated: October 21, 2025
Printed: October 27, 2025

LOWER SHORE WORKFORCE DEVELOPMENT BOARD

(Previously Private Industry Council Board - PIC)

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

Appointed by: County Commissioners

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

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

Compensation: None

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

Special Provisions: Board must be at least 51% business members.
The chair must be a businessperson

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

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

Name	Resides/Agency	Term	Representing
Alicia Warren	Berlin	22-26	Business/Healthcare Ind.
Sarah Chapman	Pocomoke	23- 27	Business Rep.
Matthew Culbertson	Snow Hill	24-28	Private Business Rep.
Lauren Martin	Berlin	24-28	Business Rep.
Robert Bo Duke	Ocean City	*17-21, 21-25-29	Business Rep.

Prior Members: Since

Baine Yates
Charles Nicholson (98-00)
Gene Theroux (97-00)
Jackie Gordon (98-00)
Caren French (97-01)
Jack Smith (97-01)
Linda Busick (98-02)
Edward Lee (97-03)
Joe Mangini (97-03)
Linda Wright (99-04)
Kaye Holloway (95-04)
Joanne Lusby (00-05)
William Greenwood (97-06)
Gabriel Purnell (04-07)
Walter Kissel (03-07)
Heidi Kelley (07-08)
Bruce Morrison (05-08)
Margaret Dennis (08-12)
Ted Doukas (03-13)
Diana Nolte (06-14)
John Ostrander (07-15)
Craig Davis (13-17)
Donna Weaver (08-17)
Geoffrey Failla (15-18)
Melanie Pursel (18-*20)
Ivy Wells (20-21)(21-public appt.)
Jason Cunha (*16-23)
Walter Maizel(*12-24)
Whitney Palmer (*20-24)
Alicia Warren (22-26*June)

All At-Large Appointments made by Tri-County Council (TCC) as of 7/1/04

Updated: June 23, 2026
Printed: June 23, 2026

RECREATION ADVISORY BOARD

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

Appointed by: County Commissioners

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

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

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

Meetings: At least quarterly, more frequently as necessary

Special Provisions: One member nominated by each County Commissioner

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

Current Members:

Member=s Name	Nominated By	Resides	Years of Term(s)
Alvin Handy	D-2, Purnell	Ocean City	06-10-14-18-22-26
John Gehrig	D-7, Mitrecic	Ocean City	14-18-22-26
Joseph Stigler	D-4, Elder	Snow Hill	*21-23-27
Missy Denault	D-5, Bertino	Berlin	*15-16-20-24-28 **Moved OOS**
Scott Holland	D-1, Abbott	Pocomoke	24-28
William Gabeler	D-6, Bunting	Ocean Pines	21-25-29
David Wells.	D-3, Fiori	Berlin	25-29

Prior Members: Since 1972

Howard Taylor
Arthur Shockley
Rev. Ray Holsey
William Tingle
Mace Foxwell
Nelson Townsend
J.D. Townsend
Robert Miller
Jon Stripling
Hinson Finney
John D. Smack, Sr.
Richard Street
Ben Nelson
Shirley Truitt
Cyrus Teter
Warren Mitchell
Edith Barnes
Glen Phillips
Gerald Long
Lou Ann Garton
Milton Warren
Ann Hale
Claude Hall, Jr.
Vernon Davis
Rick Morris
Joe Lieb
Donald Shockley
Fulton Holland (93-95)
Gregory Purnell (83-96)
Vernon Redden, Jr.(83-98)
Richard Ramsay (93-98)
Mike Daisy (98-99)
Cam Bunting (95-00)
Charlie Jones (98-03)
Rick Morris (03-05)
Gregory Purnell (97-06)
George AEddie@ Young (99-08)
Barbara Kissel (00-09)
Alfred Harrison (92-10)
Janet Rosensteel (09-10)
Tim Cadotte (02-12)
Craig Glovier (08-12)
Joe Mitrecic (10-14)
Sonya Bounds (12-15)
Burton Anderson (05-15)
William Regan (02-16)
Shawn Johnson(15-19)
Devin Bataille (19-20)
Chris Klebe (*11-21)
Mike Hooks (12-24)
Norman Bunting (*16-25)

* = Appointed to fill an unexpired term

Updated: June 5, 2026
Printed: June 5, 2026

SOCIAL SERVICES ADVISORY BOARD

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

Appointed by: County Commissioners

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

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

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

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

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

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

Current Members:

Member=s Name	Nominated By	Resides	Years of Term(s)
Harry Hammond	D-6, Bunting	Bishopville	15-21, 21- 24 Term Expired
Shelly Daniels	D-1, Abbott	Pocomoke City	22-25
Rebecca Colt-Ferguson	D-7, Mitrecic	Ocean City	22-25 Resigned
Janice Chiampa	D-5, Bertino	Ocean Pines	22-25
Diana Purnell	ex officio - Commissioner		14-18-22-25 Term Expired
Margaret Labesky	D-4, Elder	Snow Hill	23-26
Nancy Howard	D-2, Purnell	Ocean City	09-16-17-20-23-26 Term Expired
Mary Beth Quillen	At-Large	Snow Hill	25-28
Aves Ruffin-Jutis	D-3, Fiori	Pocomoke	25-28

* = Appointed to fill an unexpired term

Updated: November 18, 2025
Printed: November 20, 2025

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

Appointed by: County Commissioners

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

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

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

Meetings: At least quarterly

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

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

Current Members:

Member=s Name	Nominated By	Resides	Years of Term(s)
James Charles	Town of Berlin		21-25
Bob Gilmore	D-5, Bertino	Ocean Pines	*21-22, 22-26
George Linvill	D-1, Abbott	Pocomoke	14-18-22-26
George Dix	D-4, Elder	Snow Hill	*10-18-22-26
John O'Brien	D-6, Bunting	Bishopville	*22-23-27
Don Furbay	D-3, Fiori	Berlin	20-24-28
Granville Jones	D-7, Mitrecic	Berlin	*15-16-20-24-28
Mike Wyatt	Town of Pocomoke City		24-28
Aaron Lumpkins	Town of Snow Hill		25-29
Vaughn White	D-2, Purnell	Berlin	*19-21, 21-25-29
Brain Scarborough	Town of Ocean City		21-25-29

Prior Members: (Since 1994)

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

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

Rodney Bailey *19
Steve Brown *10-19
Bob Augustine 16-19
Michael Pruitt *15-19
James Rosenburg (*06-19)
Jamey Latchum *17-19
Hal Adkins (*20-21)
Mike Poole (11-22)
Michelle B-El Soloh (*19-24)
Michael Pruitt (*22-24)

* = Appointed to fill an unexpired term

. Updated: October 21, 2025
Printed: October 27, 2025

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)
John F. (Jack) Collins, Jr.	Ocean Pines	*18-21, 21-25
William Gabeler	Ocean Pines	22 - 26
Robert Kane	Ocean Pines	22-26
James Spicknall	Ocean Pines	07-10-14-18-22-26
Frederick Stiehl	Ocean Pines	*06-24, 24-28

Prior Members: (Since 1993)

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

* = Appointed to fill an unexpired term

Updated: April 1. 2025
Printed: April 29, 2025

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
Blake Haley	West Ocean City	*19-20, 20-24
Gail Fowler	West Ocean City	99-23-27
Deborah Stanley	West Ocean City	95-23-27
Todd Ferrante	West Ocean City	13-17-21-25-29

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: November 18, 2025
Printed: November 18, 2025

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: Susan Ostrowski, Chair, and Jocelyn Briddell, Secretary
Worcester County Commission for Women - P.O. Box 211, Snow Hill, MD 21863

Current Members:

Member=s Name	Nominated By	Resides	Years of Term(s)
Kimberly List	D-7, Mitrecic	Ocean City	18- 21-24 **Termed Out**
Jocelyn Briddell	At-Large	Berlin	23-26
Laura Morrison	At-Large	Pocomoke	*19-20-23-26 **Resigned**
Crystal Bell, MPA	Health Department		*22-23-26
Jeannine Jerscheid	Public Safety – Sheriff's Office		23-26
Sharnell Tull	At-Large	Pocomoke	23 -26
Susan Ostrowski	D-6, Bunting	Berlin	24-27
Dorothy Shelton-Leslie	D-5, Bertino	Ocean Pines	24-27 **Resigned**
Dr. Darlene Jackson- Bowen	D-2, Purnell	Pocomoke	*19-21-24-27 **Resigned**
Michelle Goad	D-1, Abbott	Pocomoke City	25-28 - **Dismissal**
Cheryl Middleton	At-Large	West O. City	25-28 - **Resigned**
Kelsey Moran	Dept of Social Services		25-28
Ann Fletcher	D-3, Fiori	Berlin	25-28
Dawn Gears	D-4, Elder	Berlin	25-28
Sarah Blackburn	Board of Education		26-29

Prior Members: Since 1995

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

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

Updated: January 6, 2026
Printed: June 29, 2026

WORCESTER COUNTY

DEPARTMENT OF DEVELOPMENT REVIEW AND PERMITTING
GOVERNMENT CENTER ONE WEST MARKET STREET, ROOM 1201
SNOW HILL, MARYLAND 21863
TEL:410.632.1200
http://www.co.worcester.md.us/departments/drp

MEMORANDUM

TO: Weston S. Young, Chief Administrative Officer
FROM: Jennifer K. Keener, AICP, Director
DATE: June 29, 2026
RE: Work Session: Proposed Text Amendment – Data Centers and Cable Landing Stations

****

By direction of the Worcester County Commissioners on Tuesday, June 2, 2026, I have begun drafting legislation to address data centers and cable landing stations in the Worcester County Zoning Code. The amendment will focus on five policy recommendations outlined below. At this time, I am requesting the Commissioners' input on the potential zoning districts and any feedback on the recommendations listed.

Policy Recommendation # 1 - Clearly Define the Use:
Technology evolves faster than zoning codes. Planners across the state and the nation are examining data centers and trying to understand the various operational scales that currently exist. Additionally, many coastal communities are grappling with how to classify cable landing stations. This amendment is the first step in regulating data centers and cable landing stations.

The proposed definition of a data center mirrors other Maryland jurisdictions that have established regulations. Limitations on the size of the buildings and the specific lot requirements can be established in district regulations to prevent hyperscale data centers from locating in the county.

> DATA CENTER - A facility consisting of one or more buildings used primarily for the storage, management, processing, and transmission of digital data, and which houses computer or network equipment, systems, servers, appliances, and other associated components related to digital data operations. The facility may also include customary accessory uses such as an office, air handlers, power generators and storage, water cooling and storage facilities, and associated utility infrastructure needed to support sustained operations of the digital infrastructure.
>
> CABLE LANDING STATION - A facility where subsea cable systems terminate and digital data is transmitted to land-based telecommunications networks. The facility may also include customary accessory uses such as an office, air handlers, power generators and storage, telecommunication carrier interconnection equipment and associated utility infrastructure needed to support sustained operations of the digital infrastructure. A cable landing station shall not include data storage, management, processing or computation.

Policy Recommendation # 2 - Public Involvement in the Planning Process:
As evidenced by the outpouring of written and public comment during the May 14, 2026, Town Hall meeting, land use planning requires careful consideration to ensure that the proposed use and facilities fit within their surroundings and protect areas that are most important to our county residents. By establishing the uses as a special exception in the appropriate zoning districts, it allows the public an opportunity to be a part of the planning process and comment upon the site-specific proposal during a public hearing before the Board of Zoning Appeals.

Action requested: Prior to developing district specific language, I am requesting that the County Commissioners evaluate whether the following zoning districts should include data centers and cable landing stations as special exception uses:

- I-1 Light Industrial District: data centers and cable landing stations
- I-2 Heavy Industrial District: data centers and cable landing stations
- CA Commercial Airport District: cable landing stations
- C-2 General Commercial District: cable landing stations
- C-3 Highway Commercial District: cable landing stations

A map of the I-1 and I-2 District properties is attached. The CA District is limited to the Ocean City Municipal Airport, and the C-3 District properties are limited to the US Route 50/ Samuel Bowen Boulevard corridor.

Policy Recommendation # 3 - Ensure Proper Design Aesthetics:
To reduce the negative impacts of data centers and cable landing stations, Worcester County may set design criteria that will enhance the community rather than detract from it. Worcester County already has established Design Guidelines and Standards that would apply standards for building façades, lighting, sidewalks/bike paths and landscaping to projects subject to the major site plan review process (buildings of 10,000 square feet or greater). Additional protections can be proposed through enhancing setbacks, lot area, and landscaping requirements beyond the typical standards.

Policy Recommendation # 4 - Noise Impacts:
I recommend adding language requiring a sound impact assessment to be prepared by a qualified third-party consultant for every application for a data center or cable landing station. The assessments shall include a listing of all equipment included in the evaluation and identify the potential full build-out of the project requested under site plan review. Mitigation measures shall be identified. Impacts can also be minimized by:

- Mandating that testing of generators and other external equipment be restricted to normal daytime/ business hours.
- Setting lower thresholds for the measurement of sound at the property line than the typical uses permitted in the respective zoning districts under § ZS 1-346. This may be appropriate for properties where the use would adjoin a residential use or zone, if permitted.

Policy Recommendation # 5 - Ensure Sustainable Operations:
Staff as well as public engagement findings identified questions and concerns regarding energy grid reliability, potential heavy water usage, and protecting site specific assets. Jurisdictions such as Prince George's County and Montgomery County are considering the obligation for an operational

sustainability plan that would require the developer to outline detailed strategies for water and energy consumption, grid upgrades, air quality and integration of mitigation measures into the site design. Additionally, some jurisdictions are requiring generators to meet or exceed Tier 4 or equivalent emission standards as defined by the U.S. Environmental Protection Agency (EPA) and have established regulations for fuel storage tanks.

Next Steps: Based on the feedback received at the work session, the draft bill language will be finalized. As a zoning bill, the Planning Commission shall review the legislation and provide a recommendation. The recommendation will be forwarded to the County Commissioners for bill introduction and the scheduling of a public hearing.

Research Links: Below you will find links to information on various reports that have been prepared on Data Centers. Additionally, code language and policy recommendations from other jurisdictions can be found attached to this memo, including Frederick County, Calvert County, Prince George's County, Baltimore County, Montgomery County, and Anne Arundel County.

- Final Report on Qualified Data Centers in Prince George's County: https://pgccouncil.us/DocumentCenter/View/13806/-Final-Report---2025-Qualified-Data-Centers-Report
- Report of the Frederick County Data Centers Workgroup: https://frederickcountymd.gov/8544/Data-Centers-Workgroup#docaccess-13fb07b4415aa32317f9aad20e3745f7ddae0154e8d0527f3296f9b7d945a33d
- American Planning Association: https://www.planning.org/planning/2021/summer/data-centers-evolved-a-primer-for-planners/
- Urban Land Institute – Local Guidelines for Data Center Development: https://knowledge.uli.org/-/media/files/research-reports/2024/uli-data-center-whitepaper_hm_2024-11-12_final-final-round.pdf?bcs-agent-scanner=738a2c16-c52d-214d-96d6-ccf00b2ab2ed
- Truckee Meadows Regional Planning Agency: https://tmrpa.org/energy-and-data-centers/

Several resource articles on cable landing stations are linked below. Also attached are notes on the use classifications from various jurisdictions that responded to my request for information.

- Law article on the Federal Communications Commission recent order: https://www.troutman.com/insights/unpacking-a-new-era-of-compliance-for-submarine-cables/
- Federal Communications Commission: https://www.fcc.gov/research-reports/guides/submarine-cable-landing-licenses
- https://blog.equinix.com/blog/2024/10/15/what-is-a-cable-landing-station/
- https://www.datacenterdynamics.com/en/analysis/what-is-a-cable-landing-station/
- https://www.submarinenetworks.com/en/stations/north-america/usa-east

Subtitle ZS1:III. Supplementary Districts and District Regulations

§ ZS 1-346. Noise level limits.

(a) Noise level standards. In accordance with state law, the following maximum allowable noise levels in decibels are adopted:

(1) The maximum daytime decibel level shall be 75 in the I and CM Districts, 67 in the C Districts, and 65 in the E-1, V-1, and all R Districts.

(2) The maximum nighttime decibel level shall be 75 in the I and CM Districts, 62 in the C Districts, and 55 in the E-1, V-1, and all R Districts.

(3) There are no maximum decibel levels in the A or RP Districts.

(b) Day and night defined. "Day" shall be defined as the time between 7:00 a.m. and 10:00 p.m. "Night" shall be defined as the time between 10:00 p.m. and 7:00 a.m. Noise levels shall be measured at the property line. Any alleged noise in excess of the above limits shall be investigated by the appropriate state agency or County department as the County Commissioners may designate.

Staff Report Attachment

Data Center research

The following provisions apply to critical digital infrastructure facilities.

(A) *Purpose and intent.*

(1) The critical digital infrastructure use is established to provide a location for facilities consisting of one or more buildings used primarily for the storage, management, processing, and transmission of digital data, which houses computer and/or network equipment, systems, servers, appliances, and other associated components related to digital data operations.

(B) *Size and location.*

(1) Critical digital infrastructure use may be established only where:

(a) The tract of land where the critical digital infrastructure use is proposed has a zoning designation of Limited Industrial (LI) or General Industrial (GI);

(b) The tract of land where the Critical Digital Infrastructure use is proposed is within the Critical Digital Infrastructure Overlay Zone (CDI-OZ); and

(c) Critical digital infrastructure may only be established on a tract of land that abuts land that is zoned residential or is designated residential on the Comprehensive Plan Land Use map if the front, side, and rear yard setbacks set forth in § 1-19-6.100 for a critical digital infrastructure facility are increased to 500 feet from any property line abutting such residentially zoned or designated land.

(2) The tract of land proposed to be utilized for a critical digital infrastructure use may not be located within a priority preservation area (PPA), a rural legacy area (RLA), or a treasured landscape management area.

(3) The tract of land proposed to be utilized for a critical digital infrastructure use may not have a designation of no planned service (NPS) in the Frederick County Water and Sewerage Plan.

(4) *Additional size and location criteria.* Applicants must demonstrate that:

(a) The visual impact of the project on the viewshed, surrounding properties, public roadways, including roadways with rustic, scenic, or historic designation, and historic sites will be avoided or minimized to the maximum extent practicable;

(b) Schools, college and universities, daycare centers, health care facilities, houses of worship, residences, and other non-industrial uses in the vicinity have been identified and negative impacts to these uses will be avoided or minimized to the maximum extent practicable;

(c) Fragile ecosystems and watersheds in the vicinity have been identified, and negative impacts will be avoided or minimized to the maximum extent practicable;

(d) Negative impacts to local, state, and federal recreational amenities and private parks, as defined in § 1-19-11.100, will be avoided or minimized to the maximum extent practicable; and

(e) The siting of the proposed use(s) will not have a negative impact that disproportionately affects overburdened communities or underserved communities as those terms are defined in Md. Code Ann., Environmental Article, § 1-701.

(C) *Bulk regulations.*

(1) The Planning Commission may approve a reduction to, but not elimination of, the required yard setbacks in § 1-19-6.100 between adjoining critical digital infrastructure facilities during the site plan review process, if the Planning Commission finds that reducing the setbacks:

(a) Increases the size and usability of open space areas;

(b) Increases the landscape buffer areas along other adjacent property lines with different land uses;

(c) Provides additional buffer areas for environmentally sensitive areas or resources; or

(d) Facilitates compliance with the design criteria listed under § 1-19-8.402(B).

(2) Notwithstanding any reduction approved by the Planning Commission, the distance between structures must comply with applicable building code requirements.

(D) *Design requirements.*

(1) Buildings must be predominantly designed and constructed to include finishes and materials of consistent quality and design on all sides. All building facades that are in public view must avoid the use of undifferentiated facades and long, plain wall sections by including a combination of the following design elements: change in building height, building step-backs or recesses, windows, doors, changes in building material, patterns, textures, colors, or use of accent materials. Architectural renderings or plans must be submitted as part of the site development plan application for approval by staff and the Planning Commission to assure that the appearance, type of building materials, or other aspects of the building are consistent with the purposes and intent of the critical digital infrastructure design requirements.

(2) Visual impacts of the critical digital infrastructure on designated preservation areas, such as rural legacy areas, agricultural preservation areas, critical farms, Monocacy scenic river, designated heritage areas, historic sites, and sites eligible for historic designation, must be avoided or minimized to the maximum extent practicable. A viewshed analysis must be submitted as part of the site development plan application for approval by staff and the Planning Commission to assure that visual impacts are avoided or minimized to the maximum extent practicable through such means as building placement, building materials, landscaping, and screening.

(3) Building entrances must be designed and oriented in terms of their relationship to the human scale and must reflect this relationship through the inclusion of human-scaled architectural elements.

(4) Refuse and recycling dumpsters, service doors, and mechanical equipment must face away from roadways, pedestrian routes, and public areas.

(5) In order to minimize visibility from adjacent roads and adjacent properties, ground level and roof top mechanical and electrical equipment, power generators, water cooling and storage facilities, utility substations, and other associated utility infrastructure to support sustained operations of the infrastructure must be screened. This screening may be provided by a principal building. Mechanical and electrical equipment not screened by a principal building must be screened by a visually opaque fence, screen wall or panel, parapet wall, or other visually opaque screen that must be constructed of materials compatible with those used in the exterior architectural finishes of the principal building.

(6) Staff shall refer site plans to the Architectural Review Committee, if the committee exists in good standing, for review prior to the site plan being scheduled for Planning Commission. The recommendations of the Architectural Review Committee may be considered by the Planning Commission.

(7) In addition to meeting the requirements of § 1-19-6.400, the following landscaping, screening, and buffering requirements must be met.

(a) Front yard(s) abutting a roadway must include a landscaped buffer.

(b) Except where adjoining a critical digital infrastructure use, side and rear yards must include a landscaped buffer.

(c) A landscaped buffer must include a four-season visual screen resulting in multi-layered, staggered rows of overstory and understory trees and shrubs that are a mix of evergreen and deciduous vegetation, with an emphasis on species that are native to Frederick County.

(d) The minimum height of overstory trees within a landscape screen or buffer at planting must be a minimum of 6 feet with a minimum caliper of 2 inches. The minimum height of understory trees and shrubs at the time of planting must be 3 gallon or larger. Trees and shrubs larger than the minimum sizes listed above will be required where the minimum planting sizes will not provide adequate screening or buffering within 2 years. Vegetation used to establish a visual screen shall not be trimmed so as to stunt upward and outward growth or to otherwise limit the effectiveness of the visual screen.

(e) A berm, wall, or fence may be used in combination with vegetation to satisfy the screening requirement where deemed appropriate by County Staff and the Planning Commission. Walls and fences must be made of quality materials and enhance rather than detract from the beautification of the site. Walls and fences that are in public view must avoid long, undifferentiated facades and long, plain sections by including a combination of the

following design elements: variations in height, step-backs or recesses, changes in material, patterns, textures, colors, or use of accent materials.

(f) If security fencing is proposed, vegetative screening must be placed between the fence and the public view. Fencing must be made of high quality materials. Chain-link and similar woven metal or plastic fencing shall not be used.

(g) If forest or hedgerows exist where screening or buffering is required, it must be preserved to the maximum extent practicable and supplemented with new plantings where necessary to provide the desired screening or buffering.

(h) All landscaping, screening, and buffering must be maintained in living condition.

(i) Applicant must submit a landscape, buffering, and screening plan as part of the site plan application addressing the requirements and timing of plantings. Screening and buffering must be installed as early in the development process as possible. Occupancy shall not be granted if screening and buffering requirements are not installed in accordance with the approved site plan.

(j) The Planning Commission may approve a modification to the landscaping, buffering, and screening standards where an alternate landscaping, buffering, and screening plan is provided that meets the purpose and intent of these design requirements.

(8) Parking, loading, and signage must be provided in accordance with § 1-19-6.200 through § 1-19-6.340.

(9) In addition to meeting the requirements of § 1-19-6.500, the following lighting requirements must be met:

(a) Pole mounted and building mounted lights must not exceed a height of 18 feet.

(b) Lighting shall include elements that reduce negative impacts to wildlife migration, nocturnal habits, and circadian rhythms, such as the utilization of lights with amber or yellow tints instead of blue or white light and the use of timers, motion detectors, and light-sensitive switches to actively regulate the emission of light from light fixtures.

(c) The Planning Commission may require more restrictive lighting standards where deemed appropriate by the Planning Commission.

(10) Bicycle rack requirements shall be in accordance with industrial parks in table § 1-19-6.220 (H)(1).

(11) Critical digital infrastructure facilities must meet all criteria found in §§ 1-19-7.600 and 1-19-7.610.

(E) *Subdivision and street frontage.*

(1) Subdivision of lot(s) for critical digital infrastructure uses shall comply with Chapter 1-16 of the County Code.

(2) Where two or more lots are proposed for critical digital infrastructure uses, the lot frontage requirement of § 1-19-4.520 may be met by construction of a private street subject to Planning Commission approval and the following:

(a) The lot or parcel from which the new lot is being created has fee-simple frontage on a public street.

(b) The private street connects directly to a public road.

(c) The private street will not serve any uses that would be frequented by the general public.

(d) For the purposes of establishing bulk regulations (setbacks, lot width, etc.), the measurements along the portion of the lot(s) fronting a private street must be the same as established for public streets.

(e) The design of the private street must comply with Chapter 1-16 of the County Code.

(f) Private streets may not create long, dead-end street networks and must serve a limited number of lots and sites, as determined by the Planning Commission.

(g) Private streets must be maintained by a property owner association or similar organization.

(h) Easements, maintenance agreements, and covenants must be provided to the County for review with the submission of a final plat, and must be recorded by the applicant prior to lot recordation and the recording reference noted on the final plat.

(F) *Performance standards.* These performance standards for critical digital infrastructure facilities are intended to mitigate potential detrimental effects on adjacent properties and the neighborhood. All applications for site plan approval must be accompanied by a registered engineer's certification that the use complies with all of the performance standards. If, after occupancy of the structures, continuous or frequent (even if intermittent) violations of the performance standards occur, and after notice is given, bona fide and immediate corrective work is not performed which successfully prevents the violation(s) from reoccurring, the Zoning Administrator may suspend or revoke the Zoning Certificate and the Certificate of Occupancy and require the operations and occupancy to immediately cease. The Zoning Certificate and Certificate of Occupancy will be reinstated after the property owner demonstrates to the Zoning Administrator's satisfaction, that operation of the facilities is able to conform to these requirements.

(1) *Noise.*

(a) Noise must be measured with a sound level meter.

(b) The maximum sound pressure levels permitted from any source, including but not limited to electrical equipment, air handlers, generators, and other mechanical devices, measured within an adjacent property line, are set forth below:

Sound Measured To	***Decibels Continuous Slow Meter Responses***
Industrial uses	70
Commercial uses	64
Residential uses in any zoning district	55
Institutional uses	55
All other uses	55

(c) All applications for site plan approval must include a sound study that is prepared by a qualified engineer with experience in environmental acoustics. The purpose of the detailed study is to assess the impact of all noise sources and determine the appropriate layout, design, and control measures. The study must include:

1. Details of assessment methodology.

2. List of all air handlers, generators, and other mechanical devices that are included in the sound evaluation, including manufactures specifications.

3. Predicted sound levels for three scenarios:

a. All mechanical and electrical equipment required for normal operation at 100% load.

b. Generator testing and maintenance.

c. Emergency scenario with all generators, mechanical equipment, and electrical equipment operating at 100%.

4. When multiple buildings are proposed on the site plan application, the study must include sound levels for each phase of building construction to ensure that the sound levels listed in the table in (F)(1)(b) above are met during all phases of buildout.

5. Summary of the results and recommended control measures.

(d) Within 6 months of the date of occupancy of any completed CDI building, and biennially thereafter, actual sound levels for scenarios a and b listed under (F)(1)(c)(3). above must be measured by a qualified engineer with experience in environmental acoustics and a final sound level report must be submitted to the county for review and approval. If actual sound levels exceed the maximum sound pressure levels listed in (F)(1)

(b) above, corrective actions must be executed as soon as reasonably possible, but no later than 180 days from the date of the submission of the report.

(e) The provisions of this section do not apply to:

1. Transportation vehicles not under the control of the use.

2. Occasionally used safety signals, warning devices, and emergency pressure relief valves.

3. Temporary construction activity between 7:00 a.m. and 7:00 p.m.

4. Emergency and other exemptions identified in § 1-11-6(F).

(2) *Vibration.*

(a) No vibration may be produced which is transmitted through the ground and is discernible without the aid of instruments at any point beyond the property line; nor may any vibration produce a particle velocity of 2 inches per second measured at or beyond the property line. This provision does not apply between adjoining critical digital infrastructure facilities uses.

(b) All applications for site plan approval must include a vibration impact study that is prepared by a qualified individual with experience in vibration analysis.

(c) Within 6 months of the date of occupancy of any completed CDI building, and biennially thereafter actual vibration levels must be measured by a qualified individual and a vibration report must be submitted to the County for review and approval. If vibration levels exceed the maximum listed in (F)(2)(a) above, corrective action must be taken as soon as reasonably possible but no later than 180 days from the date of the submission of the report.

(3) *Generators.*

(a) Generators must meet or exceed Tier 4 or equivalent emission standards as defined by the United States Environmental Protection Agency.

(b) Generator testing shall be limited to Monday through Friday, 8:00 a.m. to 5:00 p.m. Only one generator per building, or the minimum number necessary to meet operational standards, may be tested at a time and for a period not to exceed 60 minutes, unless federal or state law, rule or regulation, or utility company restrictions prevent testing during such time.

(c) Generators must be installed at ground level.

(d) *Stand-alone fuel storage tanks.*

1. For the purposes of this section, fuel storage includes the storage of all petroleum bases fuels, natural gas liquids, biofuels, and liquids derived from other hyrdocarbon sources.

2. The storage tank shall be placed above ground with a capacity not to exceed 20,000 gallons.

3. Only one storage tank is permitted per critical digital infrastructure building.

4. The storage tank shall be located a minimum of 100 feet from a well or as provided in § 1-6-50 of the County Code (Wellhead Protection Ordinance), whichever is greater.

5. The storage tank shall be governed by the International Fuel Gas Code concerning storage tanks, and the National Fire Protection Association 30 standards.

6. Storage tanks shall have 100% catchment basin, or double-walled containment, and a spill protection overfill alarm.

7. Shall comply with § 1-6-50 of the County Code (Wellhead Protection Ordinance).

8. The storage tank must have a minimum setback of 100 feet from all property lines.

9. Storage tanks must meet all applicable state and federal regulations for above ground storage tanks.

(e) Fuel storage tanks attached to stationary equipment:

1. For the purposes of this section, fuel storage includes the storage of all petroleum bases fuels, natural gas liquids, biofuels, and liquids derived from other hydrocarbon sources.

2. Shall not have a capacity greater than 10,000 gallons per attached storage tank.

3. The storage tank and stationary equipment shall be located a minimum of 100 feet from a well or as provided in § 1-6-50 of the County Code (Wellhead Protection Ordinance), whichever is greater.

4. The storage tank shall be governed by the International Building Code 2006 as amended concerning storage tanks, and the National Fire Protection Association 30, as amended.

5. Storage tanks shall have 100% catchment basin, or double-walled containment, and a spill protection overfill alarm.

6. Shall comply with § 1-6-50 of the County Code (Wellhead Protection Ordinance).

7. The storage tank must have a minimum setback of 100 feet from all property lines.

8. Storage tanks must meet all applicable State of Maryland and federal regulations for above ground storage tanks.

(Bill No. 22-05, 3-15-2022; Bill No. 25-05, 5-20-2025; Bill No. 25-09, 9-2-2025)

§ 1-19-10.1100. CRITICAL DIGITAL INFRASTRUCTURE OVERLAY ZONE (CDI-OZ).

(A) *Purpose and intent.* The Critical Digital Infrastructure Overlay Zone is created for the purpose of directing Critical Digital Infrastructure Facilities and Critical Digital Infrastructure Electric Substations to industrial lands in proximity to data conveyance infrastructure and other industrial uses, while minimizing impacts to non-compatible uses and allowing for development of industrial lands not included in the Critical Digital Infrastructure Overlay Zone for other industrial uses.

(B) *Establishment of Critical Digital Infrastructure Overlay Zone.*

(1) A Critical Digital Infrastructure Overlay Zone may be created by the County Council, with the boundaries established by ordinance and identified on the Zoning Map.

(2) A Critical Digital Infrastructure Overlay Zone shall be established by the County Council only on lands with a comprehensive plan land use designation of Limited Industrial (LI) or General Industrial (GI) uses. The overlay may be established on lots or parcels of land that are designated LI or GI and which include portions designated Natural Resource (NR), provided that NR land will not be included for any density calculation and no allowable overlay uses will be permitted on the NR land.

(3) In establishing the area of the Critical Digital Infrastructure Overlay Zone, the County Council shall consider proximity to schools, colleges and universities, daycare centers, healthcare facilities, and residential uses.

(4) The Critical Digital Infrastructure Overlay Zone, as approved by the County Council, shall include less than 1% of the total land area of the county.

(5) Development of Critical Digital Infrastructure Facilities and Critical Digital Infrastructure Electric Substations in the Critical Digital Infrastructure Overlay Zone shall comply with § 1-19-8.402 Critical digital infrastructure facilities and § 1-19-8.403 Critical digital infrastructure electric substations.

(6) (a) Individual zoning map amendments for properties located within the Critical Digital Infrastructure Overlay Zone shall be subject to the approval criteria in § 1-19-3.110.4;

(b) In the event that the County Council approves removal of a property within the CDI-OZ from the Rural Legacy Area, an individual zoning map amendment application shall not be accepted or processed until final state approval of the revised Rural Legacy Area map is received.

(C) *Principal permitted uses.*

(1) All principal permitted uses in the underlying zoning district shall be permitted in the Critical Digital Infrastructure Overlay Zone subject to site development plan approval. Critical Digital Infrastructure Facilities and Critical Digital Infrastructure Electric Substations shall be a principal permitted use subject to site development plan approval in the Critical Digital Infrastructure Overlay Zone only in the LI and GI zoning districts.

(D) *Special exception uses.* All uses permitted by special exception in the underlying zoning district shall be permitted by special exception and site development plan approval in the Critical Digital Infrastructure Overlay Zone.

(Bill No. 25-09, 9-2-2025)



CRITICAL DIGITAL INFRASTRUCTURE

We are approaching data center development the Frederick County way - with strong regulations to limit growth and prevent the sprawl that happened in Northern Virginia.

Frederick County is a leader in regulating the data center industry.

2022: We passed a law to establish guardrails for the industry and limit development to land zoned for industrial use – before work began at Quantum Loophole.

2025: We updated that law to increase protections for our residents.

Our regulations:

- Require developers to demonstrate that new data centers will have minimal impacts on their surrounding communities.
- Set livability and performance standards for lighting, screening, landscaping, sound, vibration, and backup generation.
- Include penalties for data center operators who violate the law.

Data centers must follow our law and all applicable federal and state laws.

Frederick County is fighting data center sprawl by:

Cutting in half the number of acres currently available for data center development.

Limiting data center development to less than 1% of the County's total landmass.

Concentrating data center development to the area in and around the Eastalco site north of Adamstown where infrastructure exists and development is already occurring.

Preserving five acres of farmland for every new acre turned over to data center development.

These actions will protect our quality of life and provide a clear roadmap for responsible development – and generate new investments, economic development, and good-paying jobs for our residents.

www.FrederickCountyMD.gov/DataCenters

Chapter Z. Zoning

Article 18. Uses

18-11. INDUSTRIAL

F. **Data Center**

An establishment, facility, building(s), or series of buildings which are part of a unified development and arranged in a campus setting engaging in the storage, management, processing, or transmission of digital data, and housing computer or network equipment, systems, servers, appliances, and other associated components related to digital data operations. The following shall apply where applicable.

1. The Data Center shall be setback 200 feet from all property lines and 400 feet from any lot or parcel with a residential building or active residential building permit, except for adjacent properties under common ownership.

2. Primary building facades shall include at least two of the following treatments:

   a. Fenestration;

   b. Recesses in the building facade to avoid a continuous unbroken plane; or

   c. Changes in building material, pattern, texture, color, or accent materials.

3. Any noise generated by the Data Center, including any accessory mechanical equipment must comply with Chapter 80 of the Noise Control Ordinance of the Calvert County Code.

4. Prior to any applicable Planning Commission meeting, the applicant shall conduct at least one public meeting in the election district in which the use is proposed. That meeting shall be held at the community center for that district, or such other suitable facility within that district. That meeting shall be advertised once a week for at least two consecutive weeks in a newspaper of general circulation within the County. The first advertisement shall be no more than 30 days before the public meeting. Each meeting shall have a sign-in sheet where citizens may register; no person shall be required to register as a condition of admission. The applicant shall submit the sign-in sheet and minutes of the public meeting to the Planning Commission Clerk at least two (2) weeks prior to the Planning Commission meeting.

Table 18-1: Outside Town Center Uses
P = Permitted // C = Permitted with Conditions
S = Special Exception // SC = Special Exception with Conditions // SH = Section 18-2.A.8

	HD	APD	FFD	RCD	RND	WCD	RD	RC	MC	EC	I-1	I-2	Definitions and Conditions
Commercial Fuel Storage Business											P	P	Sec. 18-11.D
Commercial Recycling Facility											C	C	Sec. 18-11.E
Data Center											SC	C	Sec. 18-11.F

Qualified data center

As defined in Section 11-239 of the Tax—General Article, Annotated Code of Maryland, as amended from time to time, being also a building or group of buildings used to house computer systems, computer storage equipment, and associated infrastructure that businesses or other organizations use to organize, process, store, and disseminate large amounts of data, which may be a co-located or hosting data center where equipment, space and bandwidth are available to lease to multiple customers, or an enterprise data center owned and operated by the company it supports.

(iii) Animals shall not be boarded overnight.

(C) Veterinary Hospital or Clinic

(i) Those parts of structures in which animals are boarded shall be fully enclosed and sufficiently insulated so no unreasonable noise or odor can be detected off the premises.

(ii) All boarded animals shall be kept within a totally enclosed part of the structures between the hours of 10:00 p.m. and 8:00 a.m.

(iii) Any open exercise runs or pens shall be at least 75 feet from any lot line, with a Type B bufferyard provided between the run or pen and the property line, in accordance with the Landscape Manual.

(D) Kennel on a Lot Having a Net Area of 20,000 Sq. Ft. or Less

(i) Those parts of structures in which animals are boarded shall be fully enclosed and sufficiently insulated so no unreasonable noise or odor can be detected off the premises.

(ii) All boarded animals shall be kept within a totally-enclosed part of the structures between the hours of 10:00 p.m. and 8:00 a.m.

(iii) Any open exercise runs or pens shall be at least 75 feet from any lot line, with a Type B bufferyard provided between the run or pen and the property line, in accordance with the Landscape Manual.

(E) Kennel on a Lot Having a Net Area of More than 20,000 Sq. Ft.

(i) In the AG Zone, the subject property shall contain at least ten contiguous acres.

(ii) Those parts of structures in which animals are boarded shall be fully enclosed and sufficiently insulated so no unreasonable noise or odor can be detected off the premises.

(iii) All boarded animals shall be kept within a totally-enclosed part of the structures between the hours of 10:00 p.m. and 8:00 a.m.

(iv) Any open exercise runs or pens shall be at least 75 feet from any lot line, with a Type B bufferyard provided between the run or pen and the property line, in accordance with the Landscape Manual.

(4) Business Support Service Uses

(A) Conference or Training Center

(i) No products shall be sold on-site except those clearly incidental and integral to training programs conducted in the center (e.g., books, training manuals and videos, t-shirts, mugs, pens and pencils, and similar items bearing the logo of the conference or seminar sponsors or participants).

(B) Qualified Data Center

(i) A qualified data center shall include a site plan with any building permit application.

(ii) Qualified data centers shall be exempt from detailed site plan approval.

(iii) Qualified data centers shall not be permitted in Designated Regional Transit Districts, Local Transit Centers (Local), Neighborhood Centers (Local), or Campus Centers (Local) as designated by the County's Plan 2035 General Plan, as may be amended from time to time. Notwithstanding these requirements, qualified data centers may be permitted in the Bowie MARC Campus Center, as may be amended from time to time.

(iv) Qualified Data Centers shall comply with the following standards. Where the following standards may conflict with any other standard of this Ordinance, including any requirements of PART 27-6: Development Standards, these standards shall control:

(aa) Principal Building Facades

(I) For the purposes of this Section, principal building facades shall be defined as all exterior building facades that face public rights-of-way or existing residential development.

(II) Principal building facades shall include at least two (2) of the following design elements applied cohesively to the entirety of the face: changes in building height; building step-backs or recesses; fenestration; and/or changes in building material, pattern, texture, color, or use of accent materials. When a building has more than one principal building façade, such principal building facades shall be consistent in terms of design, materials, details, and treatment.

(bb) All exterior lighting shall be designed and constructed with cutoff and fully shielded fixtures that direct light downward and into the interior of the property and away from adjacent roads and properties.

(cc) Regulations concerning the net lot area, lot coverage and green area, lot width/frontage, yards, building height, intensity, accessory buildings, and other similar requirements for uses in the CGO Zone shall not apply. Instead, the minimum green area shall be 10 percent, the minimum front yard setback shall be 25 feet, the minimum side and rear yards shall be 20 feet, and the building height shall not exceed 35 feet. In addition, the applicant may propose these regulations on the site plan to be reviewed by DPIE and M-NCPPC staff and approved by DPIE.

(dd) Security fencing shall be effectively screened by a minimum depth of 40 feet of vegetation from all abutting residential properties and public rights-of-way. Security fencing shall not exceed ten feet in height.

(ee) The requirements of the Landscape Manual shall apply.

(ff) The minimum number of required off-street parking spaces shall be equal to the minimum number of parking spaces required for "distribution warehouse" by Section 27-6305(a), Minimum Number of Off-Street Parking Spaces, and the minimum number of required off-street loading spaces shall be equal to the minimum number of loading spaces required for "warehouse and freight movement uses (except consolidated storage)" by Section 27-6310(a).

(gg) Regulations pertaining to signage shall be the same as those applicable to uses in the IE Zone as required by Section 27-61500, Signage, of this Ordinance.

(hh) Driveways for ingress and egress shall be identified on the site plan and shall be located so as not to endanger pedestrians or create traffic hazards.

(ii) The applicant shall submit an acoustical study prepared by a professional acoustical engineer that demonstrates the use will not violate the maximum allowable noise levels (dBA) set forth in Subtitle 19 of this Code.

(v) In the RR Zone, the following additional requirements shall apply:

(aa) A qualified data center shall be located on land with a minimum acreage of 25 acres in size, at least 4,000 feet from a regional park, and the use shall be within a structure that is at least 300 feet from any residential use and at least 500 feet from any place of worship.

(bb) At least 30 days prior to submitting a building permit application, the applicant shall provide an informational mailing of the proposed application for a qualified data center permit to all adjoining property owners, registered civic associations and homeowners associations for the area within the respective Councilmanic District, as well as all municipalities within one (1) mile of the site proposed for development of the use. The informational mailing shall at least include the permit application number; a description of the property and its location; the nature of the applicant's request; the applicant's telephone number, mailing

address, and e-mail address and a statement from the applicant inviting comment about the application; and DPIE's telephone number, mailing address, and e-mail address, to obtain more information and/or submit public comment about the application after it is filed. The applicant shall obtain the list of addresses and compliance affidavit from the Maryland-National Capital Park and Planning Commission. The applicant shall provide the affidavit to DPIE as proof of compliance with this informational mailing requirement as a prerequisite to acceptance of the application. The failure of a person or entity above to receive the informational mailing shall not be a basis for denial of the permit for a qualified data center.

(5) Eating or Drinking Establishment Uses

(A) Any Eating or Drinking Establishment Use

(i) Outdoor Dining

(aa) Regulations

(I) Any establishment that added or expanded outdoor dining pursuant to temporary authorization for outdoor seating provisions during the Covid-19 health crisis prior to April 1, 2024 shall remain exempt from provisions concerning site plan conformance, minimum setbacks, and minimum parking and shall not be subject to violation or enforcement action so long as the establishment remains in compliance with the requirements of this Subsection.

(II) Any establishment providing or expanding outdoor dining after April 1, 2024 shall be subject to provisions concerning site plan conformance and shall reflect the location and other details of proposed outdoor dining on all applicable site plans, but shall not be subject to minimum building setbacks or build-to lines, or minimum parking requirements, so long as the establishment remains in compliance with the requirements of this Subsection.

(III) Any establishment that offers newly created or expanded outdoor dining must comply with all State and County laws and regulations with the exception of the laws of this Subtitle suspended herein.

(bb) Procedures

(I) The DPIE Director shall establish and administer an expedited administrative process to authorize otherwise existing lawful uses in the Eating and Drinking Establishment Uses Principal Use Category on adjacent exterior space or shared exterior space in Prince George's County, after compliance with all regulations stated in this Subsection and so long as the establishment remains in compliance with the regulations stated herein.

(cc) Enforcement

(I) Notwithstanding any provision of this Subtitle or Subtitle 28, Civil Monetary Fines or Penalties, of the County Code, Prince George's County may rescind forthwith any approval granted to an otherwise existing lawful use in the Eating and Drinking Establishment Uses Principal Use Category to offer any newly created or expanded outdoor seating for failure to comply with any State or County laws or regulations and any requirement stated herein.

(II) The enforcement of the requirements herein and all other State and County laws and regulations for uses in the Eating and Drinking Establishment Uses Principal Use Category shall be performed as required

A. Location requirements. Notwithstanding any provision of these regulations to the contrary, a data center or energy storage device may be permitted within the Chesapeake Bay Critical Area. This subsection shall not be interpreted to require a data center or energy storage device to be located within the Chesapeake Bay Critical Area.

B. Bulk standards. A data center or energy storage device developed under this section is subject only to the following setback, height, and area requirements:

1. The minimum setback from any lot line or street line shall be 10 feet.
2. The minimum setback may be reduced to zero for the purposes of integrating, adjoining, or connecting structures on contiguous lots with the expressed approval of the owner of the contiguous lot.
3. Notwithstanding the provisions of Section 102.2 of these regulations, a yard or setback is not required between the structures which constitute a data storage or energy storage device or any accessory device thereto.
4. The maximum height of principal structures associated with a data storage or energy storage device shall be 60 feet. Interconnection equipment, poles, or other ancillary support structures shall not be considered as principal structures.
5. There is no lot coverage requirement.

C. Parking. The minimum number of off-street parking spaces provided shall be one space per employee on the largest shift.

D. Signage. Signage for a data center or energy storage device developed under this section shall comply with the regulations applicable to the M.H. Zone.

E. Landscaping requirements.

1. A landscaping buffer shall be provided around the perimeter of any portion of a property containing a building or structure used as a data center or energy storage device adjoining a property zoned or used for residential uses.
2. Landscaping is not required within areas which are already vegetated or when landscaping would conflict with other regulations, such as those applicable to wetlands and the preservation of natural habitat.

F. Noise. A data center or energy storage device developed under this section shall comply with all state and local noise ordinances and regulations, as set forth in COMAR 26.02.03.02. and Article 17, Title 3 of the Baltimore County Code.

G. Conflicts. If there is a conflict between the provisions of this section and any other provisions of these zoning regulations, the provisions of this section shall govern.

H. Applicability. This section applies only to a data center or energy storage device in the R.C.5 Zone.

Draft - Data Centers in Montgomery County
County Executive Legislative and Policy Recommendations

1. **Establish a data center overlay zone that requires clean energy and energy efficiency measures, such as:**[1]
   - Maximize installation of solar arrays on site, including buildings, parking lots, and ground area, to offset some of the new demand on the electric grid and reduce on-site emissions.
   - Require all data centers to meet their energy needs via at least 10% more clean energy as defined under the State's Renewable Portfolio Standard (RPS), than the RPS clean energy requirement applicable to energy suppliers.
   - Restrict the use of diesel backup generators to reduce or eliminate the pollution associated with diesel backup generators. If combustion generators are allowed, require decibel limitations, pollution capture technologies, and restricted hours for generator testing. Require use of EPA Tier IV generators for any diesel generators allowed.
   - Require long duration energy storage so that diesel backup generators would not be needed for short duration outages.
   - Monitor and report on energy efficiency and emissions data on a periodic basis (e.g., quarterly).
   - **Other zoning option:**[2]
     - Establish a preferred data center location via zoning.

2. **Require all data centers to undertake the conditional use process**[3]
   - This measure can prompt developers to respond to a more site- and application-specific review of potential impacts and mitigation strategies.

3. **Require a sustainable operations plan for conditional use approval.**[4]

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[1] Sources: Georgetown Climate Center, Prince George's County Qualified Data Center Taskforce, Urban Land Institute
[2] Source: Urban Land Institute

[3] Source: Prince George's County Qualified Data Center Taskforce

[4] Source: Prince George's County Qualified Data Center Taskforce, Frederick County Data Centers Workgroup

- An operational sustainability plan should include detailed strategies to regulate energy and water use, water discharge temperatures, integrate stormwater management, mitigate tree impacts, optimize utility infrastructure, and identify a program officer charged with the plan's administration and monitoring.

4. **Amend the noise ordinance to regulate/take into account data center generators**[5]

   Relevant examples:

   - Frederick County recommends creating a framework for testing, monitoring, and reporting on sound from data center sites. They suggest the framework should include:
     → Baseline testing to determine ambient sound levels prior to construction
     → Specified reporting intervals.
     → A process and procedures to require additional testing and reporting based on complaints.
     → Consideration should be given to the creation of a noise abatement fund
     → Sound levels at property boundaries should not exceed 55 dBA.
     → Sensitive facilities such as schools, healthcare facilities, houses of worship, etc. should be located in such a way as to minimize likelihood of data center sound traveling to those facilities.
     → An overall approach to noise abatement should be required as part of planning applications.
     → The County should plan for staff training or third-party verification to conduct sound monitoring efforts, especially for complaint investigations.

   - Prince George's County recommends amending the noise ordinance to account for data centers and cites a model of ensuring compliance demonstrated in Loudoun and Fairfax Counties, which both now require a three-step process:
     → An existing noise survey
     → Modeling of new noise conditions
     → Testing of equipment once active

[5] Sources: Prince George's County Qualified Data Center Taskforce, Frederick County Data Centers Workgroup

5. **Increase setbacks and screening requirements for data centers near residential areas**[6]
   - The County should require stronger screening and larger setbacks for data centers and equipment enclosures when they are located next to residential properties or neighborhoods. This should include enhanced natural buffers and noise mitigation that feature natural, four-season visual screening through tree and shrub planting or a combination of berms and vegetation.
   - Frederick County suggests to:
     - Increase setback requirements to 100 feet, or double building height, whichever is greater.
   - Prince George's County suggests:
     → Increasing their current setback distance (300 feet from any residential use distance) to 400 feet, this could be reduced to a minimum of 300 feet if certain performance criteria are incorporated into the site design like:
       - Siting the primary data center building between the residential use and the data center's equipment and mechanical enclosure to mitigate potential noise concerns.
       - Providing enhanced natural buffers that feature natural, four-season visual screening through tree and shrub planting or a combination of berms and vegetation.

6. **Require data centers to "Bring Your Own Generation" (BYOG) and maximize clean energy**[7]
   - Require data centers to supply 100% (or a high % like 80–100%) of annual electricity demand from on-site generation or contracted, dedicated off-site resources. Requirements should maximize the use of clean energy for this generation and clean energy should be defined consistent with Eligible Renewable Sources under the State's Renewable Portfolio Standard.

7. **Adopt green design standards for data centers**[8]
   - Varying design standards can create more variety in buildings and sites, as opposed to the typical formulaic appearance of data centers. Through the

[6] Sources: Prince George's County Qualified Data Center Taskforce, Frederick County Data Centers Workgroup
[7] Source: Environmental Law and Policy Center, RMI
[8] Source: Prince George's County Qualified Data Center Taskforce

conditional use process, this could allow public input and give developers flexibility.

- In Prince George's County green design policy recommendations were to:
  - → Amend the County landscape manual to introduce specific landscape standards for data center sites (including Rural and Agricultural Zones) focused particularly on creating natural, vegetated buffers through plantings and the use of green walls, roofs, and other natural screening strategies in the site design.
  - → Amend the zoning ordinance to allow flexibility on the maximum building height when additional height is required to accommodate energy efficient cooling and energy generation infrastructure.
  - → Adopt less prescriptive architectural and landscape design guidelines (e.g., leveraging ratios and percentages rather than explicit numbers) to produce more diverse building and site design outcomes.

8. **Tighten data center restrictions in non-industrial zones and restrict data center development in designated areas that are environmentally sensitive**[9]
   - Explicitly limit data centers outside industrial zones.
   - Identify environmentally sensitive areas to protect from data center development.
   - Restrict data centers in designated cold and cool watersheds due to high water temperature discharge concerns.

[9] Source: Prince George's County Qualified Data Center Taskforce; Data Centers and Water Article

ANNE ARUNDEL COUNTY
MARYLAND
Office of Law

Gregory J. Swain, County Attorney

MEMORANDUM

To: Council Members, Anne Arundel County Council

From: Kelly Phillips Kenney, Supervising County Attorney /s/

Through: Gregory J. Swain, County Attorney /s/

Date: October 19, 2020

Subject: Bill No. 90-20 – Zoning – Data Storage Centers

Legislative Summary

This summary was prepared by the Anne Arundel County Office of Law for use by members of the Anne Arundel County Council during consideration of Bill No. 90-20.

Background. The 1985 Code permitted "data processing service centers" in the C3 and W2 districts, but the provisions were removed in the 2005 rewrite. "Data storage centers" tend to be large structures with very few employees that house computing and networking equipment for the purpose of collecting, storing, processing, or allowing access to large amounts of data. Currently, the use does not fit in any of the use categories in the Zoning Code. This legislation will ensure that there is an appropriate category for the use and that data storage centers are located in areas appropriate for the use.

Purpose. The purpose of the Bill is to define the term "data storage center", establish the parking requirements for the use, allow it as a conditional use for certain properties in the C2 and C3 commercial districts, and permit the use in all three industrial districts and the MXD-E district.

SECTION 1. of the Bill sets forth the renumbering in the Bill.

SECTION 2.

Section **18-1-101(42)** is new and defines the new term "data storage center" as a facility used primarily for the storage, management, processing and transmission of digital data, which houses computer or network equipment, systems, servers, appliances, and other associated components related to digital data storage and operations.

Note: This Legislative Summary provides a synopsis of the bill as introduced. It does not address subsequent amendments to the bill.

The parking chart in **§ 18-3-104** is revised to establish the parking requirements for a "data storage center" as 1 space per 1,000 square feet of floor area for the first 5,000 square feet and 1 space for each additional 5,000 square feet.

The commercial district use chart in **§ 18-5-102** is revised to add "data storage center" in the BWI/Fort Meade Growth Area as a conditional use in the C2 and C3 zones. In **§ 18-6-103**, the use chart for industrial zones is revised to add "data storage center" as a permitted use in the W1, W2, and W3 zones. The mixed use district use chart in **§ 18-8-301(b)** is revised to add "data storage center" in the industrial category as a permitted use in the MXD-E zone.

Section **18-10-119** is new and sets forth the conditions for the "data storage center" use in the C2 and C3 zones. The facility shall be on a lot or continuous lots that total at least 25 acres. The facility shall comply with all bulk regulations for the zone in which it is located, except for the setbacks set forth in paragraph **(2)**. A variance may not be granted to the setbacks in paragraph (2), and neither the lot nor contiguous lots may include any residential units. Outside storage is permitted as an accessory use as long as no more than 15% of the permitted lot coverage is used for outside storage. As set forth in paragraph **(6)**, the facility shall be in the BWI/Fort Meade Growth Area, as shown on the official map adopted by the County Council.

SECTION 3. (uncodified) provides that the bill takes effect 45 days from the date it becomes law.

The Office of Law is available to answer any additional questions regarding this Bill.

Thank you.

cc: Honorable Steuart Pittman, County Executive
Matthew Power, Chief Administrative Officer
Lori Rhodes, Deputy Chief Administrative Officer for Land Use
Dr. Kai Boggess-de Bruin, Chief of Staff
Peter Baron, Legislative Liaison
Steve Kaii-Ziegler, Planning and Zoning Officer

Data storage centers in the BWI/Fort Meade Growth Area shall comply with all of the following requirements.

(1) The facility shall be located on a lot or contiguous lots that total at least 25 acres.

(2) The facility shall comply with all applicable bulk regulations for the zoning district in which the facility is located, except that the bulk regulations contained in the following chart shall be met:

Minimum Setbacks for Principal Structures:	
Front lot line	50 feet
Side lot line	30 feet
Rear lot line	30 feet
Freeway	100 feet
Divided principal arterial road	60 feet
Any other public road or right-of-way	50 feet

(3) A variance may not be granted that reduces the minimum setback requirements specified in subsection (2).

(4) The lot or contiguous lots on which the data center is located may not include residential dwelling units.

(5) Outside storage is permitted as an accessory use, provided no more than 15% of the total allowed lot coverage is used for outside storage.

(6) The lot or contiguous lots comprising the facility shall be located in the BWI/Fort Meade Growth Area, as shown on the official map adopted by the County Council entitled “BWI/Fort Meade Growth Area, 2016”.

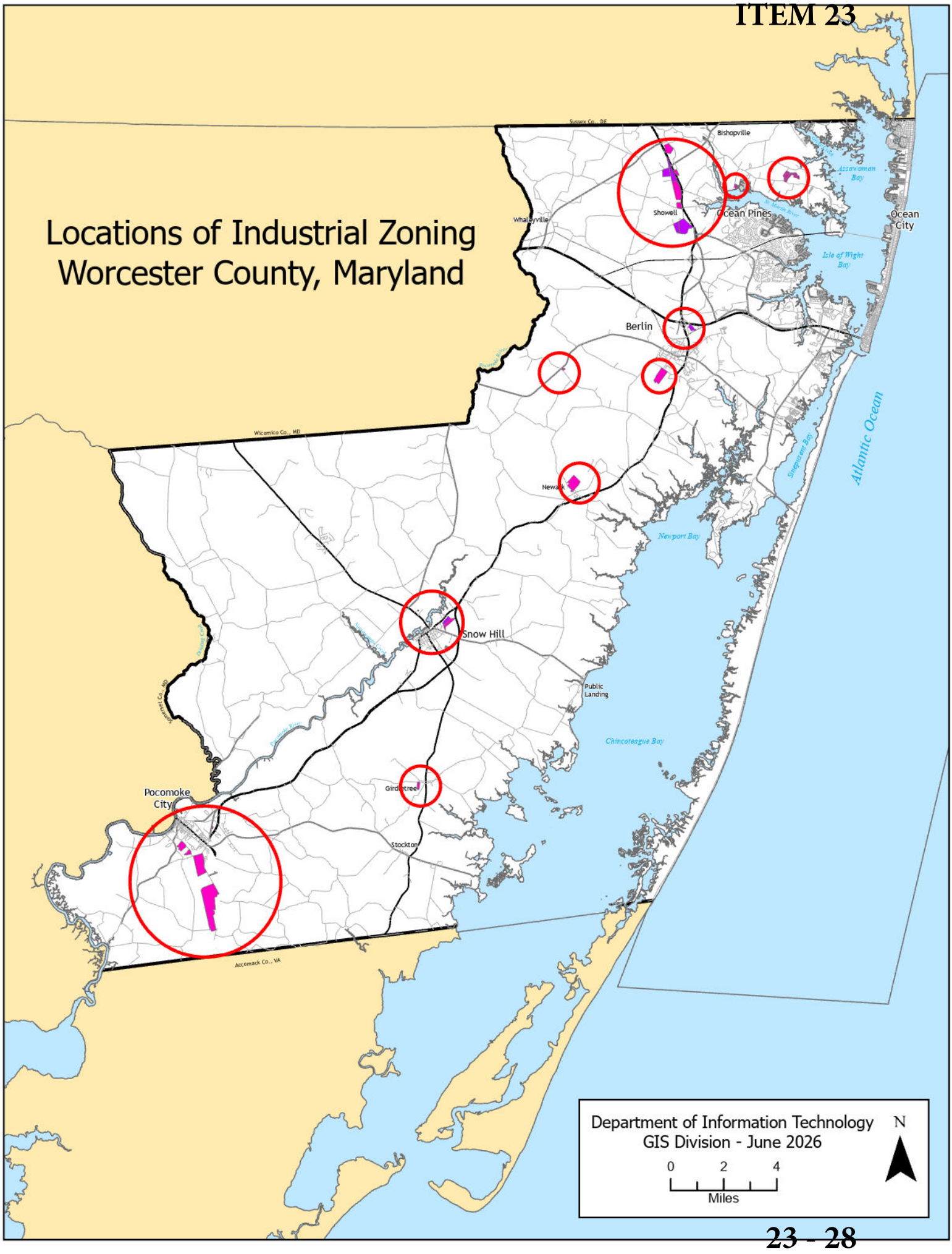
(Bill No. 90-20; Bill No. 2-21; Bill No. 81-22; Bill No. 15-23; Bill No. 13-25; Bill No. 68-25)

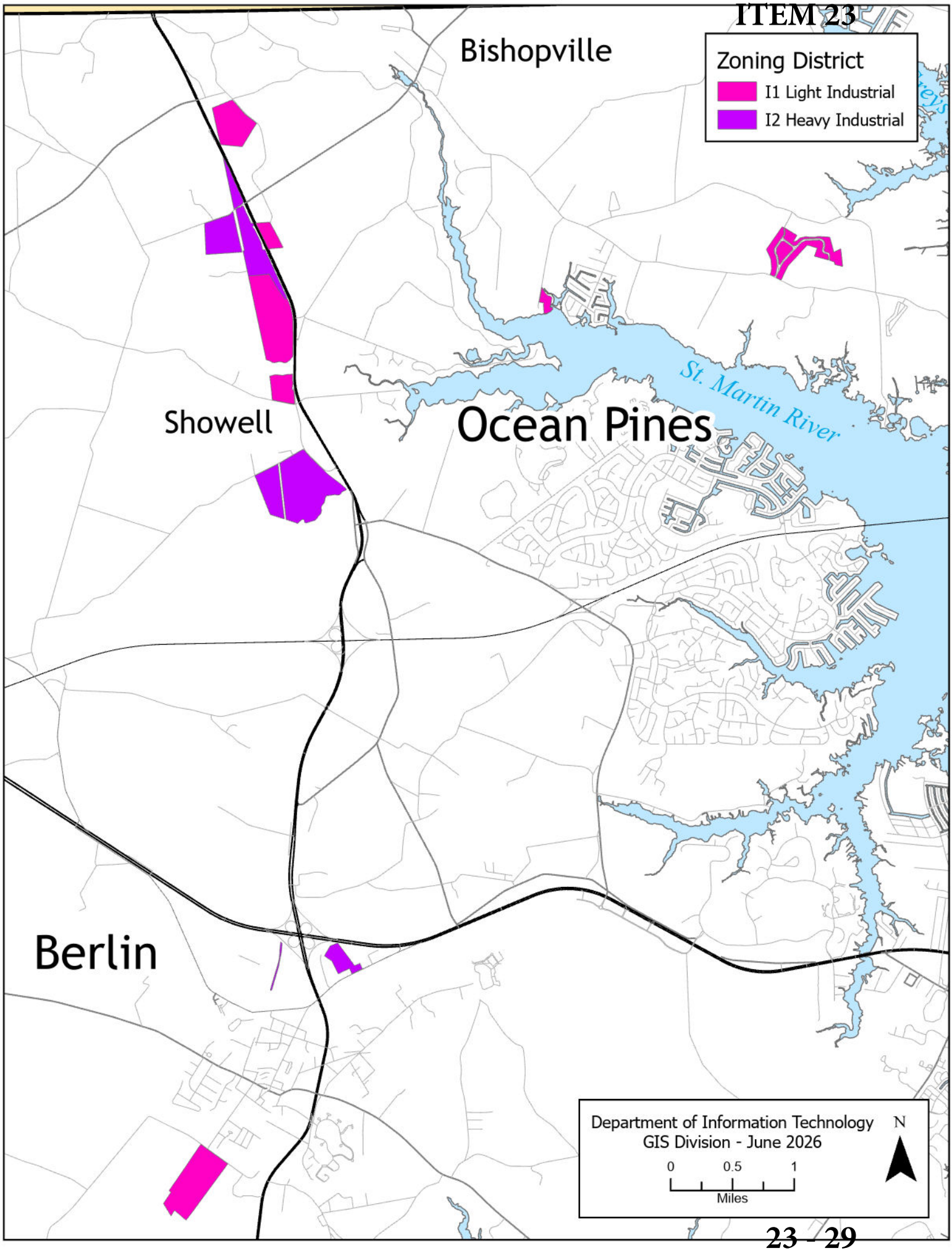
Staff Report Attachment

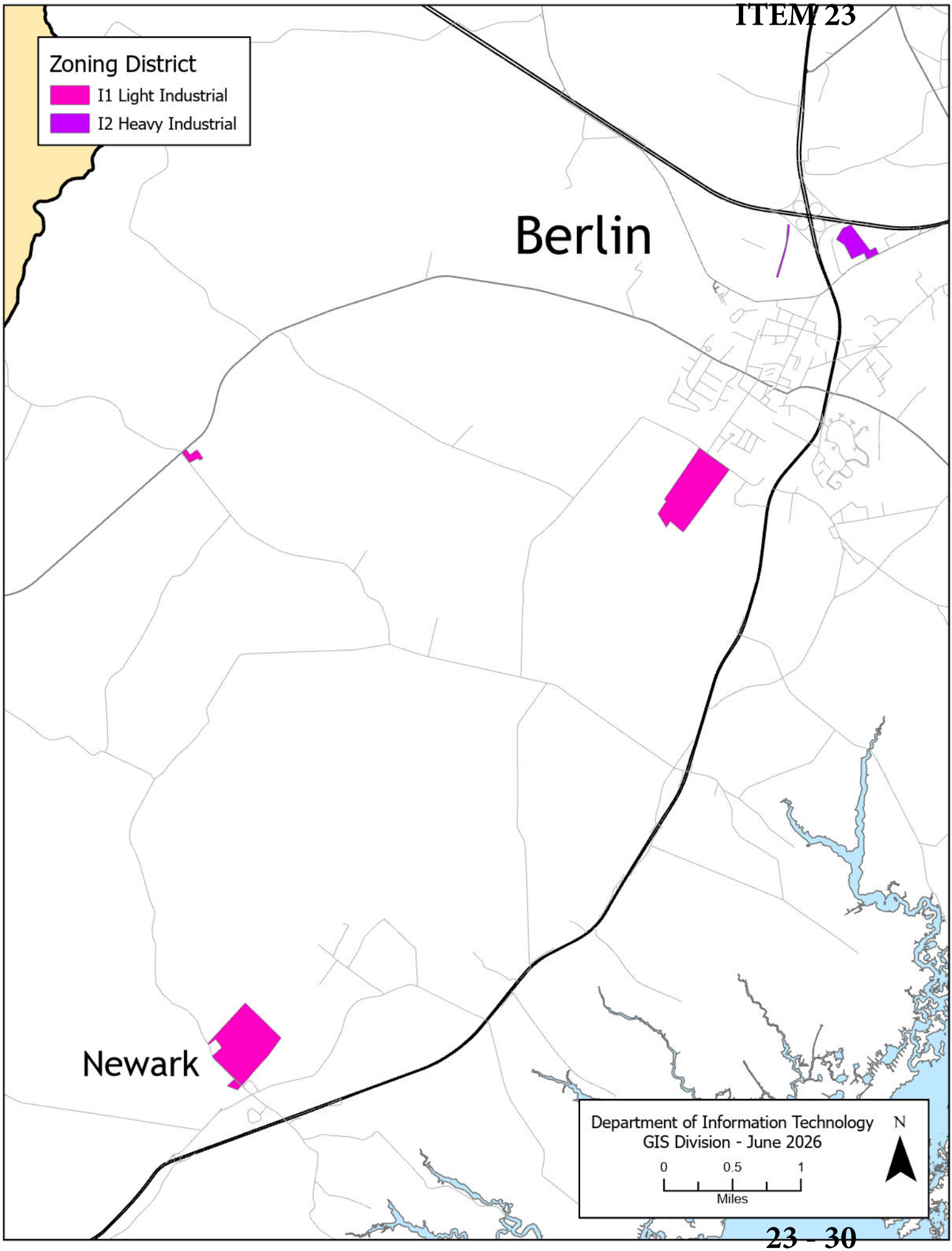
Industrially zoned properties in Worcester County

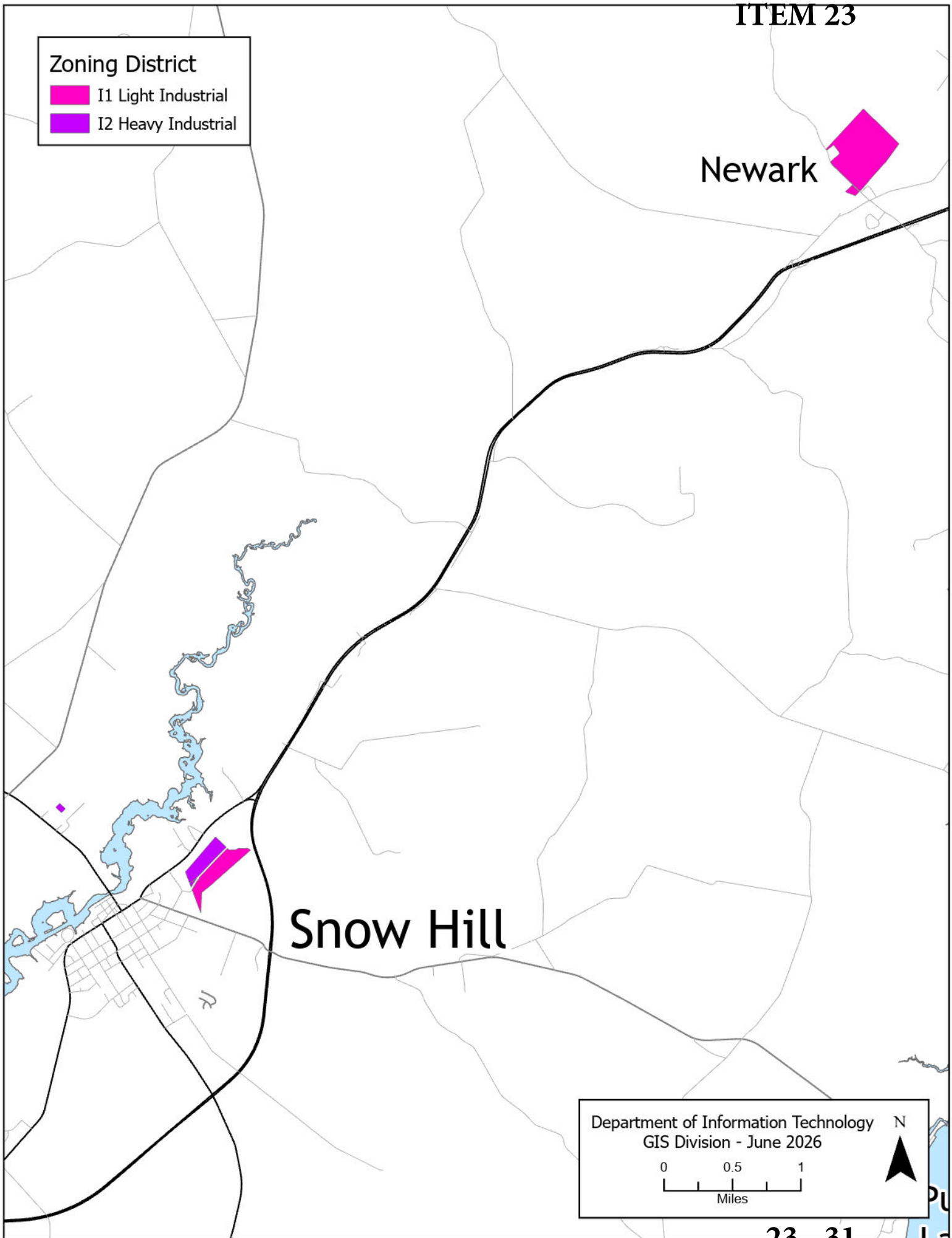
I-1 Light Industrial District

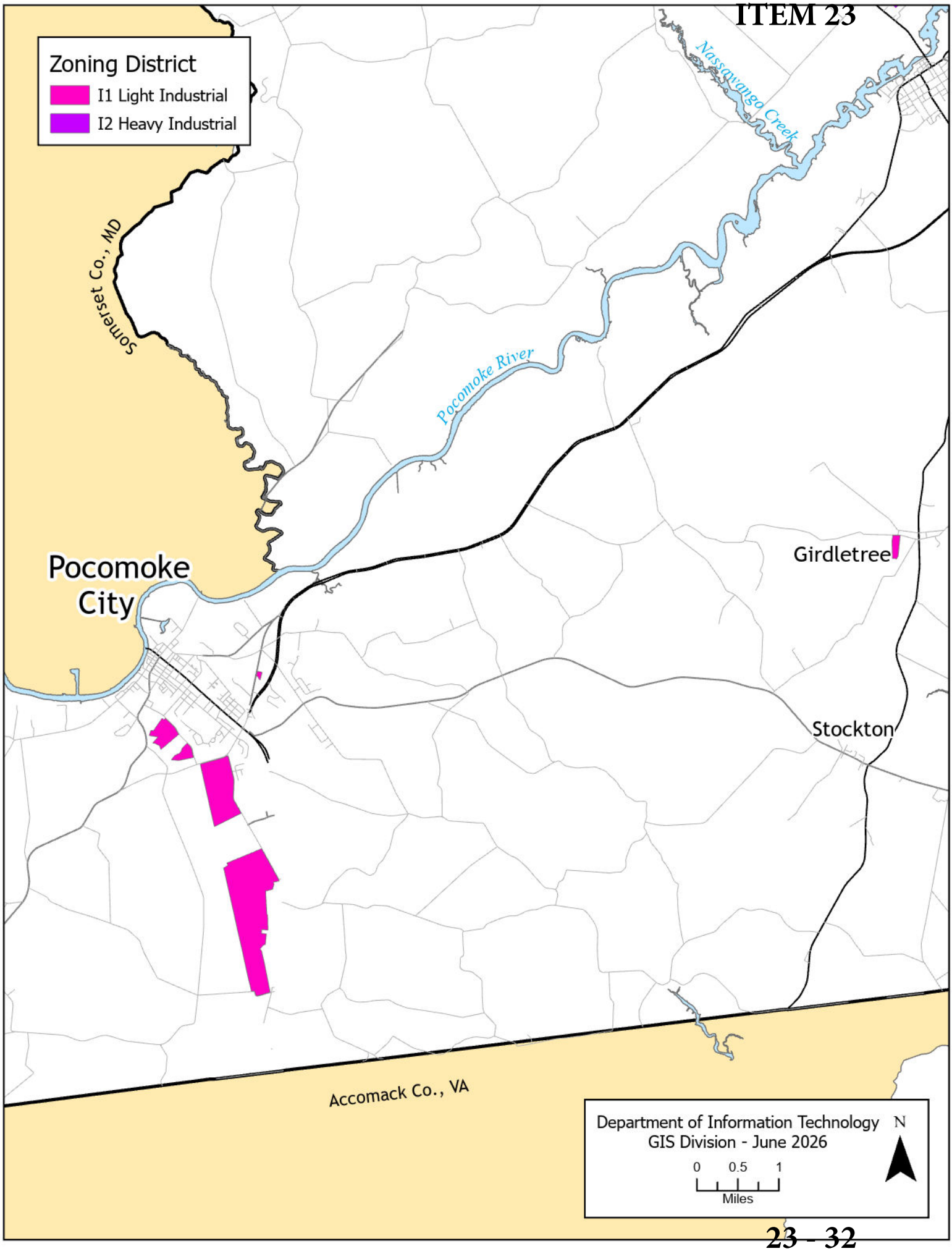
I-2 Heavy Industrial District


Locations of Industrial Zoning
Worcester County, Maryland
Sussex Co., DE
Wicomico Co., MD
Accomack Co., VA
Bishopville
Whaleyville
Showell
Ocean Pines
Ocean City
Berlin
Newark
Snow Hill
Public Landing
Girdletree
Stockton
Pocomoke City
Atlantic Ocean
Isle of Wight Bay
Newport Bay
Chincoteague Bay
Department of Information Technology
GIS Division - June 2026
0 2 4
Miles
N


Bishopville
Zoning District
I1 Light Industrial
I2 Heavy Industrial
St. Martin River
Showell
Ocean Pines
Berlin
Department of Information Technology
GIS Division - June 2026
N
0
0.5
1
Miles


Zoning District
I1 Light Industrial
I2 Heavy Industrial
Berlin
Newark
Department of Information Technology
GIS Division - June 2026
N
0
0.5
1
Miles


Zoning District
I1 Light Industrial
I2 Heavy Industrial
Newark
Snow Hill
Department of Information Technology
GIS Division - June 2026
N
0
0.5
1
Miles


Zoning District
I1 Light Industrial
I2 Heavy Industrial
Somerset Co., MD
Nassawango Creek
Pocomoke River
Pocomoke City
Girdletree
Stockton
Accomack Co., VA
Department of Information Technology
GIS Division - June 2026
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Staff Report Attachment

Cable Landing Station research

Cable Landing Stations

The following jurisdictions with cable landing stations were contacted as part of Worcester County's research on the use classification.

Jurisdiction: Virginia Beach, VA
Use Classification: Fiber Optics Transmission Facility*
Current Zoning: I-1 Industrial District, Corporate Landing Business Park
Building Size: 20,700 square feet with potential for 8,000 square foot expansion
Users: Telefonica, Microsoft, Facebook
Is there a data center component? Not that staff was aware.
Other information: Condition of approval – Approval required for schedule on generator routine maintenance hours. No known complaints.
*Zoning Code reference and staff reports are attached.

Jurisdiction: Jacksonville Beach, FL
Use Classification: essential service/ public utility*
Current Zoning: I-1 Industrial District
Building Size: est. 18,000 square feet – retrofit of existing building
Users: not identified
Is there a data center component? No.
Other information: Immediately adjacent to residential dwellings. No known complaints.
*Zoning Code reference is attached.

Jurisdiction: Seagirt/ Manasquan, NJ
Use Classification: office with no public entry
Current Zoning: light industrial and commercial
Building Size: not identified
Users: not identified
Is there a data center component? No.
Other information: Constructed 20+ years ago. Part of NJ's list of critical infrastructure. Adjacent to residential dwellings. No history of complaints.

In addition to general requirements, fiber-optics transmission facilities shall be subject to the following requirements, which shall be deemed to be conditions of the conditional use permit:

(a) All equipment shall be located within a fully-enclosed building;

(b) Minimum lot area shall be twenty thousand (20,000) square feet;

(c) All lighting shall be directed toward the interior of the site and shall be designed so as to shield adjacent properties from light and glare; and

(d) Where adjacent to a residential or apartment district without an intervening street, alley or body of water greater than twenty-five (25) feet in width, a minimum fifteen-foot setback shall be required along all lot lines adjoining such residential or apartment district, and Category IV landscape screening shall be required unless otherwise specified in the conditional use permit. No building or structure or vehicular parking surface shall be located within such setback.

(Ord. No. 2505, 9-8-98; Ord. No. 3467, 11-15-16)

City of Virginia Beach

PLANNING DEPARTMENT
CURRENT PLANNING
PHONE (757) 385-4621
FAX (757) 385-5667
VA Relay Number TTY: 711

VBgov.com

MUNICIPAL CENTER
BUILDING 2, ROOM115
2405 COUTHOUSE DRIVE
VA BEACH, VA 23456-9040

October 5, 2016

This is to notify you that the Virginia Beach City Council, at its Formal Session on October 4, 2016:

APPROVED, an application of **Telxius Cable USA, Inc.** for a Conditional Use Permit for a Fiber Optics Transmission Facility on the property located east of Corporate Landing Parkway, west of General Booth Boulevard (GPIN - part of 2415228593), COUNCIL DISTRICT – PRINCESS ANNE.

The approval of this application is subject to the following conditions:

1. With the exception of any modifications required by any of these conditions, the recorded proffers associated with the site or requests of the Virginia Beach Development Authority, the site shall be developed and maintained in substantial conformance with the submitted site layout entitled, "TELEFONICA – TELECOM BUILDING CONCEPTUAL SITE PLAN," dated August 23, 2016 and prepared by Timmons group. Said plan has been exhibited to the Virginia Beach City Council and is on file with the Planning Department.

2. With the exception of any modifications required by any of these conditions, the recorded proffers associated with the site or requests of the Virginia Beach Development Authority, the design, and exterior building materials shall be in substantial conformance with the submitted building elevations entitled, "TELECOM BUILDING SUBMARINE CABLE LANDING STATION SHEET No. A-31 and No. A-32," dated July, 2016 and prepared by Quest Construction Engineering. Said elevations have been exhibited to the Virginia Beach City Council and is on file with the Planning Department.

3. Prior to final site plan approval, a Landscape Plan reflective of the plant material depicted on the submitted landscape plan entitled, "TELEFONICA – TELECOM BUILDING CONCEPTUAL PLANTING PLAN," dated September 8, 2016 and prepared by Timmons Group, shall be submitted for review and approval by the Development Services Center Landscape Architect.

4. The Site Layout, Building Elevations and Landscape plans referenced in conditions 1, 2 and 3 above shall be submitted and approved by the Virginia Beach Development Authority for consistency with the Corporate Landing Design Criteria prior to final site plan approval.

5. A Photometric Plan shall be submitted during the site plan review process to ensure that all lighting on the site be shielded and directed downward to limit the amount of overspill outside the property's boundary.

6. Prior to final site plan approval, an ingress/egress easement shall be depicted and recorded on the final plat.

7. A schedule listing the times that the proposed generator onsite is operated for routine maintenance shall be submitted and approved by the Virginia Beach Development Authority.

8. No trucks shall park, idle or be stored in front of the building.

9. When not being used, the "Free-Standing Scissor Lift" shall remain recessed.

10. If and when the site is accessed from the proposed 60 foot right-of-way referred to as Craft Lane and depicted on the site layout, the truck turn area shall be closed and replaced with either turf grass or other plantings approved by the Development Services Center Landscape Architect.

11. Any freestanding sign shall be monument style with a brick base that matches the building, and shall be no taller than eight feet as measured from the ground to the top of the sign. Said sign shall not be a "box sign," but rather be either externally lit or constructed of raceway-mounted channel letters with L.E.D. illumination. Said sign shall be approved by the Zoning Division of the Department of Planning and Community Development and the Virginia Beach Development Authority for consistency with the Corporate Landing Design Criteria.

12. No other equipment besides that already listed on the site layout referenced in Condition 1 shall be stored outside.

13. The condensers shall be screened from view from any rights-of-way with an eight-foot brick wall to match the color scheme of the building. The condensers shall be screened from view from the property to the east by the installation of Category I screening, the length of the condensers parallel to the eastern property line, or with other plant material deemed acceptable to the Development Services Center's Landscape Architect.

Further conditions may be required during the administration of applicable City Ordinances and Standards. Any site plan submitted with this application may require revision during detailed site plan review (if such review is required) to meet all applicable City Codes and Standards. All applicable permits required by the City Code, including those administered by the Department of Planning / Development Services Center and Department of Planning / Permits and Inspections Division, and the issuance of a Certificate of Occupancy and a Business License (if applicable), are required before any use of the property as proposed with the application or the Conditional Use Permit (if applicable) is valid.

In accordance with the City Zoning Ordinance, the orange public notice sign(s) posted on this property must now be removed. Please make sure this is done.

If you have any questions concerning this notification, please contact the Current Planning Division of the Planning Department at 385-4621.

Sincerely,

Jimmy McNamara

Jimmy McNamara
City Planner

Applicant **Telxius Cable USA, Inc.**
Property Owner **City of Virginia Beach Development Authority**
Public Hearing **September 14, 2016**
City Council Election District **Princess Anne**

Agenda Item
10

Request
Conditional Use Permit (Fiber Optics Transmission Facility)

Staff Planner
Jimmy McNamara

Location
East of Corporate Landing Parkway, west of General Booth Boulevard

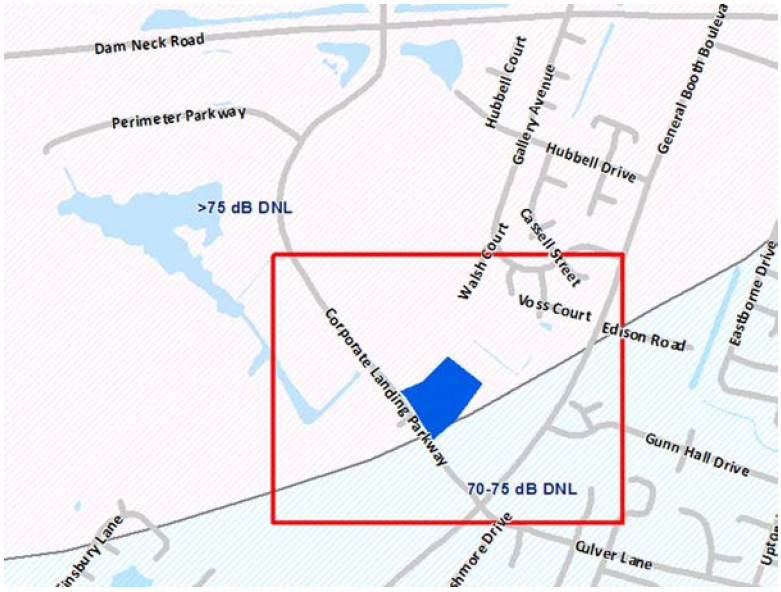
GPIN
Part of 2415228593

Site Size
3.5 acres

AICUZ
70-75 dB DNL & Greater than 75 dB DNL

Existing Land Use and Zoning District
Cultivated field / Conditional I-1 Light Industrial

Surrounding Land Uses and Zoning Districts
North
Cultivated field / Conditional I-1 Light Industrial
South
Corporate Landing Parkway
Cultivated field / Conditional B-2 Community Business
East
Brewery / Conditional I-1 Light Industrial
West
Corporate Landing Parkway
Cultivated field / Conditional I-1 Light Industrial





Background and Summary of Proposal

- The subject site is zoned Conditional I-1 Light Industrial and is part of the Corporate Landing Business Park. This property is subject to recorded proffers that specify permitted uses, architectural design and site layout elements.

- All sites within Corporate Landing are subject to the Corporate Landing Design Criteria which address setbacks; parking areas; loading areas; building orientation; design and materials; landscaping requirements; and signage. Accordingly, simultaneously with the final site plan review, the building's elevations and the site layout must be reviewed and approved by the Virginia Beach Development Authority for consistency with the aforementioned criteria.

- The applicant requests a Conditional Use Permit on this 3.5-acre parcel to construct an approximately 20,700 square-foot Fiber Optics Transmission Facility on a 3.5-acre parcel. A Conditional Use Permit is required for a Fiber Optics Transmission Facility within the I-1 Light Industrial District.

- This proposed facility will house the first transoceanic fiber cable station in the Mid-Atlantic region. Telefonica, Microsoft and Facebook have all partnered in this operation. The first cable will link Virginia Beach and the rest of the United States to Spain, while a second cable is proposed to link the United States with Brazil.

- The site will be accessed via a joint ingress/egress easement, 36 feet in width, from Corporate Landing Parkway. A potential second access point from a future roadway to the northeast is possible once that road is constructed.

- A large truck turn-around is depicted on the layout plan to accommodate the maneuvers of large vehicles, as the proposed shared access will provide a single means of ingress and egress for the site. The turn-around area is proposed to be screened from view with a mix of tree and shrubs.

- The proposed elevation depicts a 27-foot tall building with exterior building materials of precast concrete walls, red brick veneer and a metal roof with aluminum fascia.

- The main entrance to the building will be located along the western façade. The loading area with a single eight-foot high roll-up door, the fuel tanks, the dumpster, the generators, and two large areas (each approximately 1,300 square feet) for the condensers that will keep the equipment inside the building cool are all depicted on the eastern side of the building. This side of the building faces the Green Flash Brewery currently under construction.

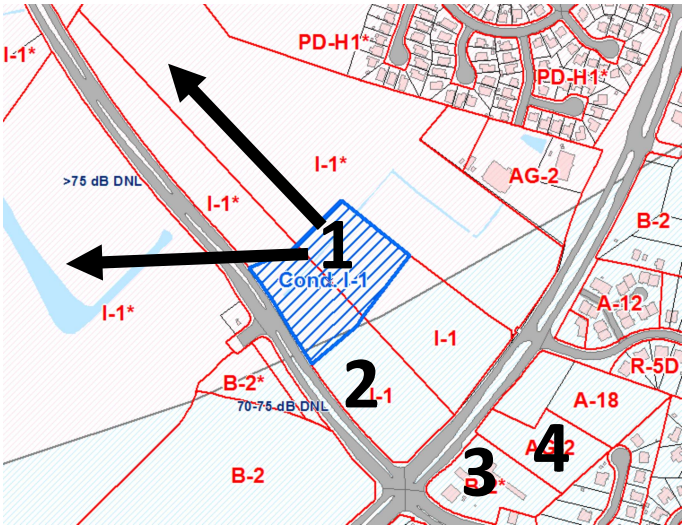
- The condensers will be screened from view from the right-of-way with an eight-foot brick wall. The dumpster screen is proposed as a seven-foot brick veneer wall with metal swing doors. A generator transformer and associated diesel tank are proposed to be screened from view with plant material.

- Two approximately 4,000 square-foot future building expansions are depicted on both the north and south sides of the building. Any future expansions will require a modification of this Conditional Use Permit.

- Within the facility, there will be two colocation/teleconferencing rooms, two battery rooms, a control room, a reception area, a meeting room, office space, a kitchenette and storage space.

- Up to seven employees will be onsite during any one shift. The 14 parking spaces depicted on the layout are sufficient to satisfy the requirements of Section 203 of the Zoning Ordinance for onsite parking spaces.

- Seven existing large canopy trees will remain along Corporate Landing Parkway. Required foundation, parking lot interior and street frontage plantings are depicted on the submitted Landscape Plan. Supplemental plantings throughout the site are also proposed. All landscape and screening requirements will be reviewed in more detail during the final site plan review process.



Zoning History

#	Request
1	**MOD** (Proffers) Approved 06/25/1996 **MOD** (Proffers) Approved 11/09/1993 **MOD** (Proffers) Approved 09/17/1991 **CRZ** (AG-2 to Conditional I-1) Approved 08/14/1989
2	**MOD** (Proffers) Approved 03/17/2015 **MOD** (Proffers) Approved 06/25/1996 **MOD** (Proffers) Approved 11/09/1993 **MOD** (Proffers) Approved 09/17/1991 **CRZ** (AG-2 to Conditional I-1) Approved 08/14/1989
3	**MOD** (Conditions) Approved 10/28/2003 **CRZ** (AG-2 to Conditional B-2) Approved 10/28/2003 **CUP** (Car Wash) Approved 10/28/2003 **MOD** (Conditions) Approved 09/13/1994 **CUP** (Car Wash) Approved 04/27/1993 **CRZ** (AG-2 to Conditional B-2) 04/27/1993
4	**CRZ** (AG-2 to Conditional B-1A) Denied 11/28/2000 **CUP** (Mini-warehouses) Denied 11/28/2000

Application Types

CUP – Conditional Use Permit	MOD – Modification of Conditions or Proffers	FVR – Floodplain Variance
REZ – Rezoning	NON – Nonconforming Use	ALT – Alternative Compliance
CRZ – Conditional Rezoning	STC – Street Closure	SVR – Subdivision Variance

Comprehensive Plan Recommendations

The Comprehensive Plan designates this property as the South Oceana – Special Economic Growth Area (SEGA) 3. The Plan identifies this SEGA as a special area with significant economic value and growth potential, (page 2-87). All development within this area must align with the City's AICUZ provisions and the Oceana Land Use Conformity program. Measures to mitigate negative impacts on adjoining stable residential areas must be part of any development proposal in this area. Mitigation measures should include adequate screening, and light and noise attenuation in building and site design.

Natural and Cultural Resources Impacts

This subject site is located in the Southern Rivers watershed. There do not appear to be any significant natural or cultural features associated with the site.

Traffic Impacts

Street Name	Present Volume	Present Capacity	Generated Traffic
Corporate Landing Parkway	8,600 ADT [1]	13,100 ADT [1] (LOS [4] "C") 22,800 ADT [1] (LOS [4] "E")	Existing Land Use [2] – 266 ADT Proposed Land Use [3] - 25 ADT

[1] Average Daily Trips
[2] as defined by 3.5 acres of I-1 Industrial property
[3] as defined by a telecommunication facility with seven employees
[4] LOS = Level of Service

Master Transportation Plan (MTP) and Capital Improvement Program (CIP)

Corporate Landing Parkway in the vicinity of this application is considered a four-lane divided local street. The existing infrastructure currently resides in a 100-foot right-of-way. The MTP proposes a four-lane facility within a 100-foot right-of-way, so the roadway is currently built out. There are no roadway CIP projects slated for this section of road.

Public Utility Impacts

Water

The site must connect to City water. There is an existing 12-inch City water main along Corporate Landing Parkway.

Sewer

The site must connect to City sanitary sewer. There is an existing eight to 12-inch City water main and a 12-inch City sanitary sewer force main along Corporate Landing Parkway.

Evaluation and Recommendation

This request for a Conditional Use Permit for a Fiber-Optic Transmission Facility is consistent with the Comprehensive Plan's recommendations for SEGA 3 – South Oceana, and is consistent with the provisions of the Land Use Compatibility Table in Article 18, AICUZ, of the Zoning Ordinance for a site located within the greater than 75 dB DNL noise zone. This property is located in the "Research and Development" section of the Corporate Landing Master Land Use Plan and, as such, the proposed communications facilities is identified as a permitted activity within this section of Corporate Landing Industrial Park. Per the Zoning Ordinance, a Conditional Use Permit is required for a Fiber Optics Transmission Facility within the I-1 Light Industrial District.

A cross-access easement will be recorded between this parcel and the adjacent parcel to the north as a shared entrance between these two sites is proposed. Staff recommends that if, in the future, a second access is established to a future roadway for this site, that the proposed truck turn-around area be removed and replaced with plant material. In order to ensure a continued high level of aesthetics as one travels along Corporate Landing Parkway, Staff recommends a condition that in the meantime, no truck parking be permitted between the front façade of the building and Corporate Landing Parkway. Until such time that the second access is installed, the turn-around will be screened with plant material.

According to the applicant, the proposed generator transformer on the site will routinely run for maintenance reasons. Due to its location in close proximity to the adjacent brewery, Staff recommends a condition that the applicant submit a maintenance schedule of the generator to the Virginia Beach Development Authority for review and approval.

Technology-based businesses, such as the proposed Fiber-Optics Transmission Facility, have the potential to transform the economy of Virginia Beach. The first cable associated with this facility will link the United States with Spain. Shortly after, a second cable will be installed that will link the United States with Brazil. The Economic Development Authority has worked with industry leaders, such as the applicant and their partners, to cluster similar industries within the Corporate Landing Business Park. It is the City's desire that similar facilities choose Virginia Beach and the Corporate Landing Business Park for their operations.

Staff finds the proposed use appropriate for the subject site and does not anticipate any negative impact to the adjacent properties. Based on the considerations above, Staff recommends approval of the request subject to the conditions below.

Recommended Conditions

1. With the exception of any modifications required by any of these conditions, the recorded proffers associated with the site or requests of the Virginia Beach Development Authority, the site shall be developed and maintained in substantial conformance with the submitted site layout entitled, "TELEFONICA – TELECOM BUILDING CONCEPTUAL SITE PLAN," dated August 23, 2016 and prepared by Timmons group. Said plan has been exhibited to the Virginia Beach City Council and is on file with the Planning Department.

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5. A Photometric Plan shall be submitted during the site plan review process to ensure that all lighting on the site be shielded and directed downward to limit the amount of overspill outside the property's boundary.

6. Prior to final site plan approval, an ingress/egress easement shall be depicted and recorded on the final plat.

7. A schedule listing the times that the proposed generator onsite is operated for routine maintenance shall be submitted and approved by the Virginia Beach Development Authority.

8. No trucks shall park, idle or be stored in front of the building.

9. When not being used, the "Free-Standing Scissor Lift" shall remain recessed.

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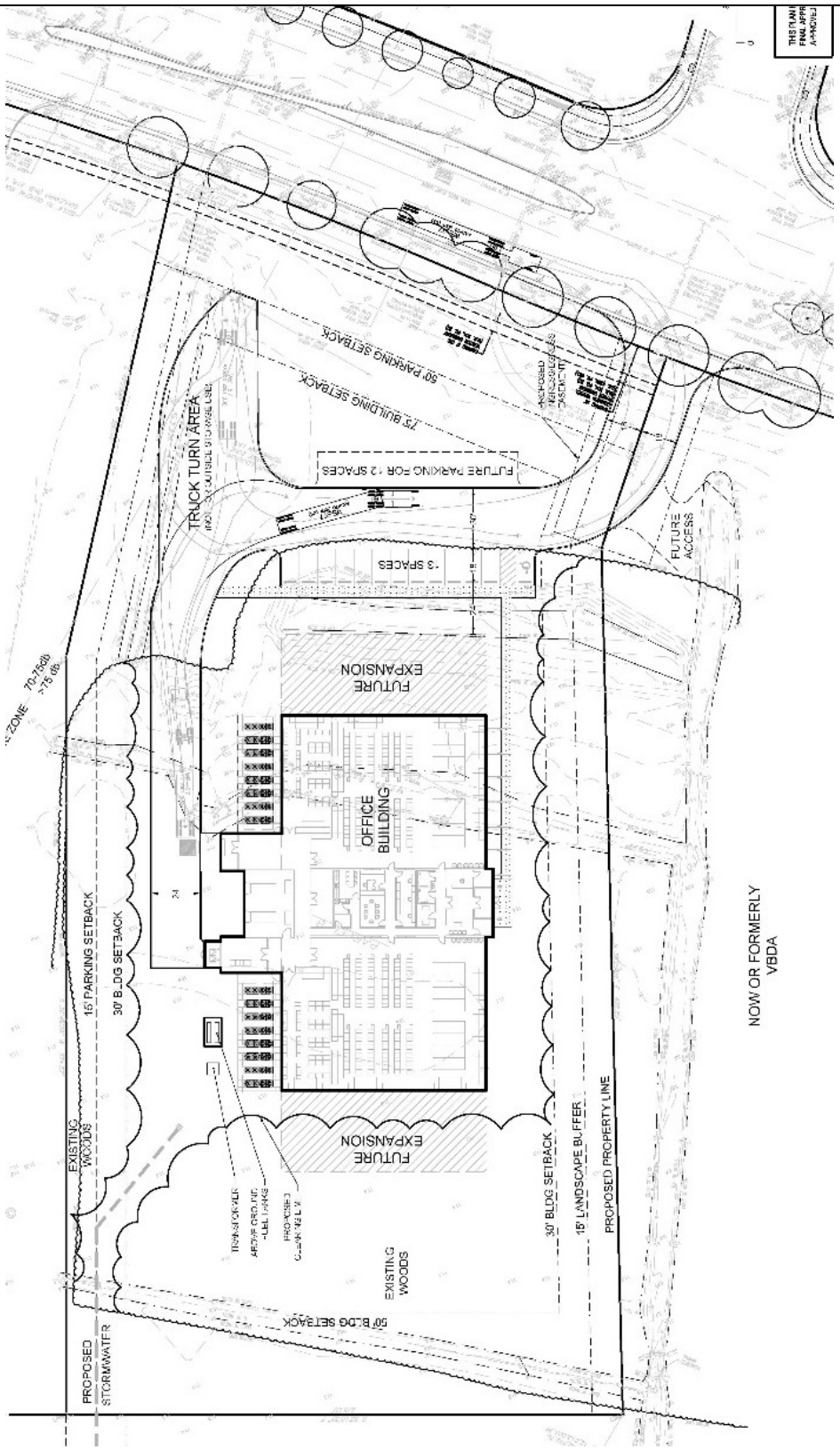
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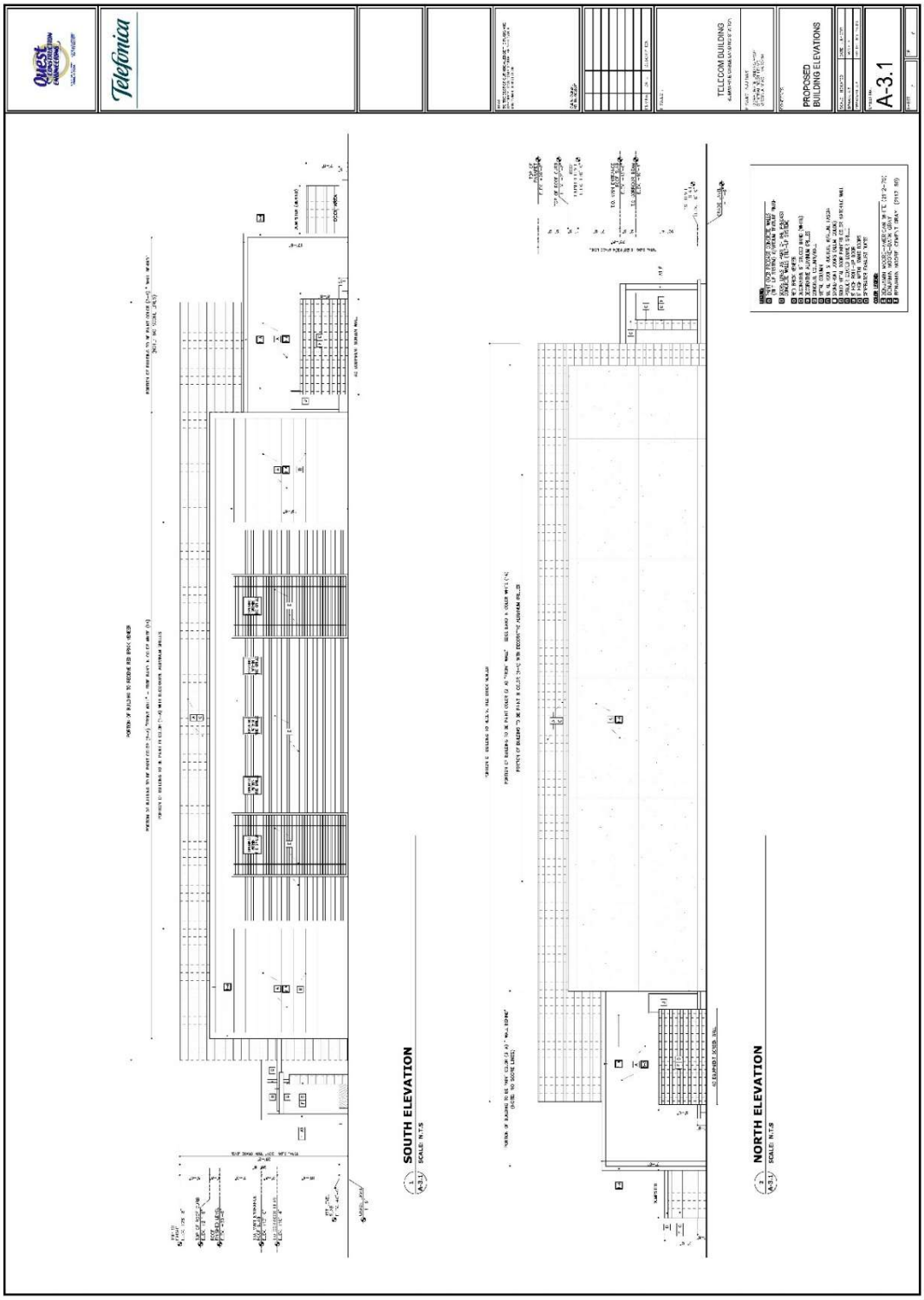
Further conditions may be required during the administration of applicable City Ordinances and Standards. Any site plan submitted with this application may require revision during detailed site plan review to meet all applicable City Codes and Standards. All applicable permits required by the City Code, including those administered by the Department of Planning / Development Services Center and Department of Planning / Permits and Inspections Division, and the issuance of a Certificate of Occupancy, are required before any uses allowed by this Use Permit are valid.

The applicant is encouraged to contact and work with the Crime Prevention Office within the Police Department for crime prevention techniques and Crime Prevention Through Environmental Design (CPTED) concepts and strategies as they pertain to this site.

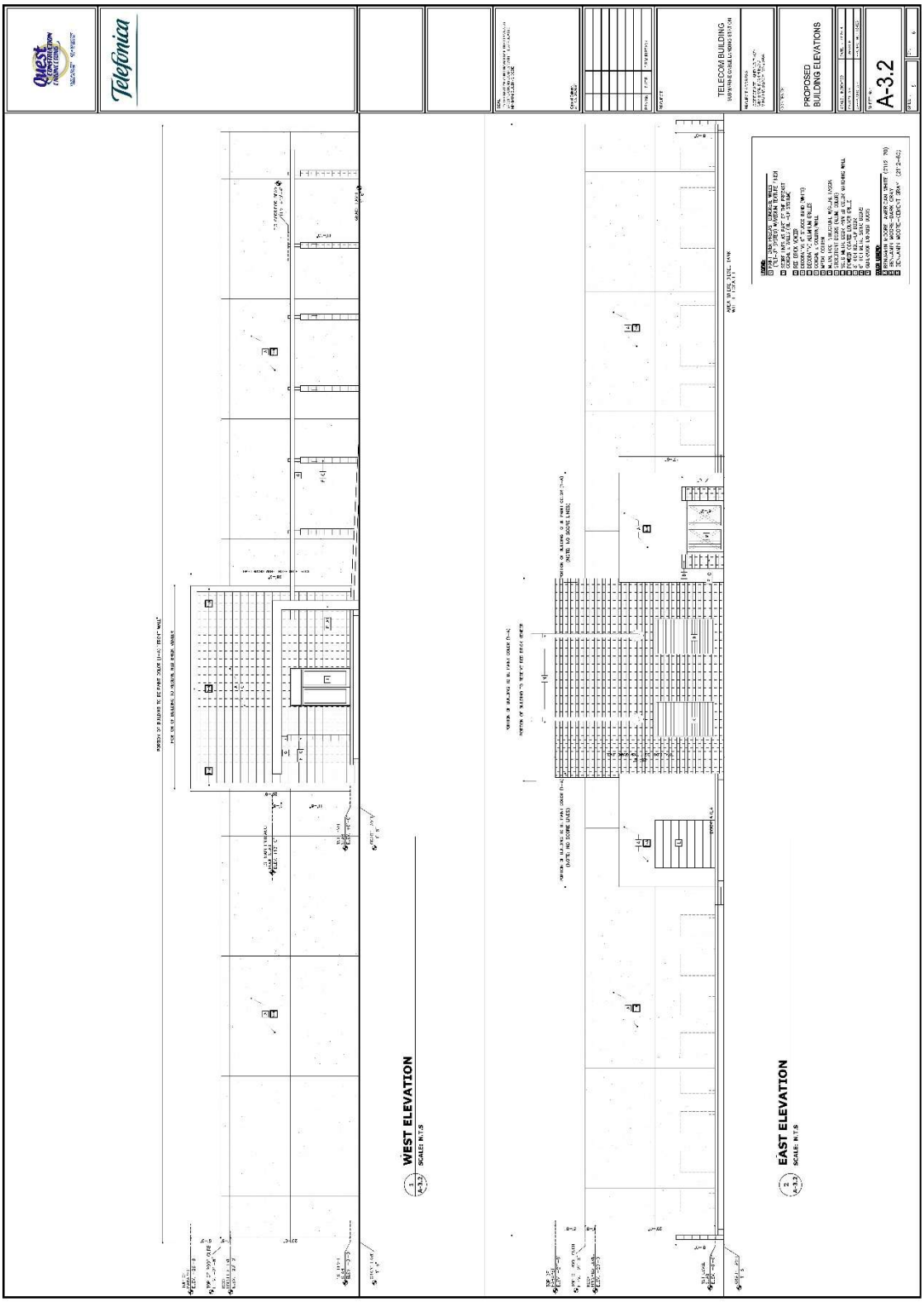
Proposed Site Layout



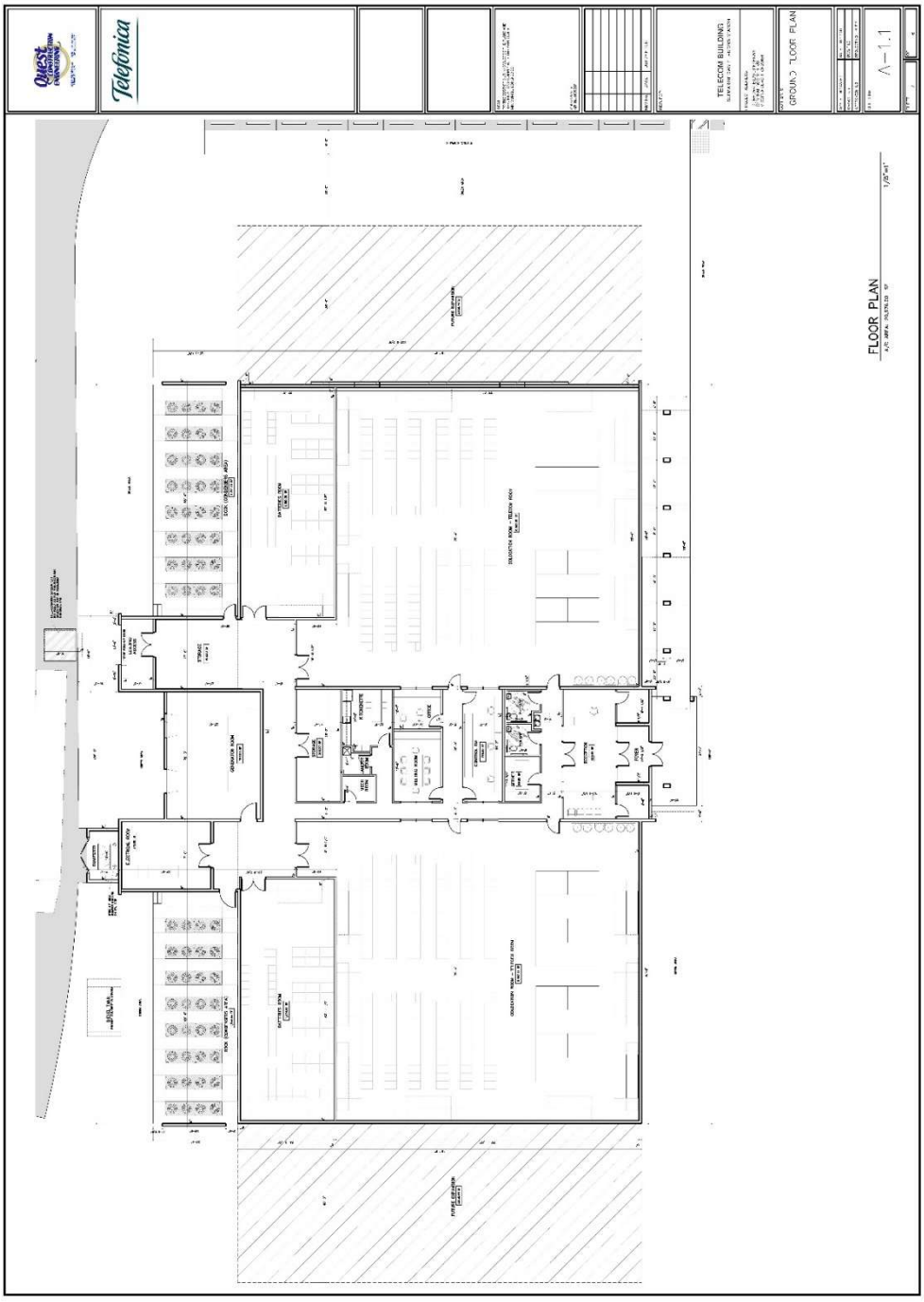
Proposed Elevations



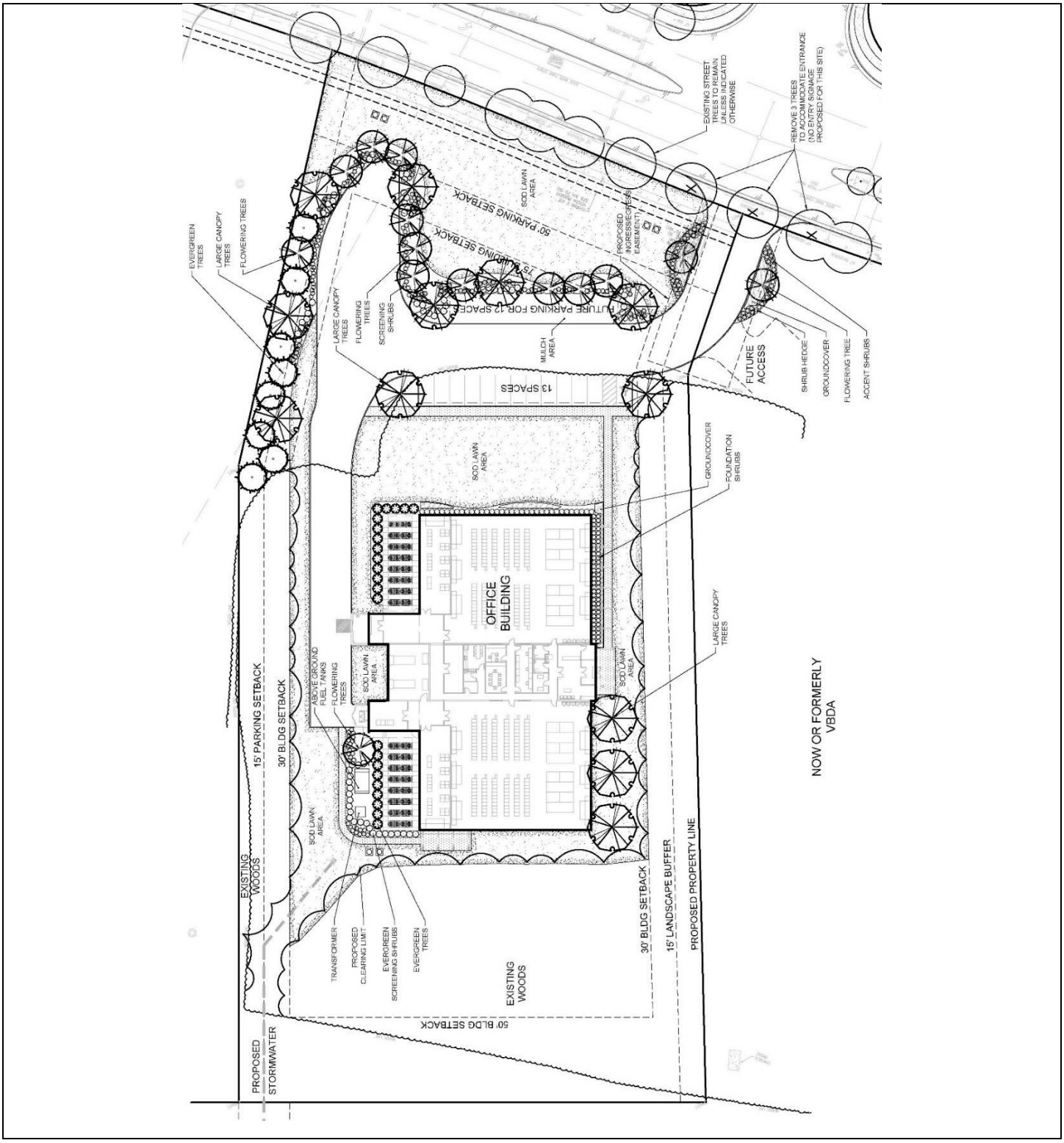
Proposed Elevations



Proposed Floor Plan



Proposed Landscape Plan



Site Photos





Disclosure Statement

Virginia Beach

APPLICANT'S NAME Telxius Cable USA, Inc.

DISCLOSURE STATEMENT FORM

The completion and submission of this form is required for all applications that pertain to City real estate matters or to the development and/or use of property in the City of Virginia Beach requiring action by the City Council or a board, commission, or other body appointed by the City Council. Such applications and matters include, but are not limited to, the following:

Acquisition of Property by City	Disposition of City Property	Modification of Conditions or Proffers
Alternative Compliance, Special Exception for	Economic Development Investment Program (EDIP)	Nonconforming Use Changes
Board of Zoning Appeals	Encroachment Request	Rezoning
Certificate of Appropriateness (Historic Review Board)	Floodplain Variance	Street Closure
	Franchise Agreement	
Chesapeake Bay Preservation Area Board	Lease of City Property	Subdivision Variance
Conditional Use Permit	License Agreement	Wetlands Board

The disclosures contained in this form are necessary to inform public officials who may vote on the application as to whether they have a conflict of interest under Virginia law.

SECTION 1 / APPLICANT DISCLOSURE

Page 1 of 7

FOR CITY USE ONLY / All disclosures must be updated t. o (2) weeks prior to any Planning Commission and City Council meeting that pertains to the application(s).

☐	APPLICANT NOTIFIED OF HEARING	DATE:	
☐	NO CHANGES AS OF	DATE:	
☐	REVISIONS SUBMITTED	DATE:	

Disclosure Statement

Virginia Beach

☐ Check here if the **APPLICANT *IS NOT*** a corporation, partnership, firm, business, or other unincorporated organization.

☒ Check here if the **APPLICANT *IS*** a corporation, partnership, firm, business, or other unincorporated organization.

(A) List the Applicant's name: Telxius Cable USA, Inc.
If an LLC, list all member's names:

If a CORPORATION, list the the names of all officers, directors, members, trustees, etc. below: *(Attach list if necessary)*

Guillermo Cañete, Director, President; Florencia De Freitas, Secretary

(B) List the businesses that have a parent-subsidiary [1] or affiliated business entity [2] relationship with the Applicant: *(Attach list if necessary)*

The parent corporation of the applicant is Telefonica S.A. (NYSE: TEF).

See next page for information pertaining to footnotes[1] and [2]

SECTION 2 / PROPERTY OWNER DISCLOSURE

Complete Section 2 only if property owner is different from Applicant.

☒ Check here if the **PROPERTY OWNER *IS NOT*** a corporation, partnership, firm, business, or other unincorporated organization.

☐ Check here if the **PROPERTY OWNER *IS*** a corporation, partnership, firm, business, or other unincorporated organization, ***AND THEN,*** complete the following.

(A) List the Property Owner's name: City of Va. Beach Dev. Authority
If an LLC, list the member's names: See Attached List

Disclosure Statement

Virginia Beach

If a Corporation, list the names ofall officers, directors, members, trustees, etc. below: *(Attach list if necessary)*

(B) List the businesses that have a parent-subsidiary [1] or affiliated business entity [2] relationship with the Property Owner: *(Attach list if necessary)*

[1] "Parent-subsidiary relationship" means "a relationship that exists when one corporation directly or indirectly owns shares possessing more than 50 percent of the voting power of another corporation." *See* State and Local Government Conflict of Interests Act, Va. Code § 2.2-3101.

[2] "Affiliated business entity relationship" means "a relationship, other than parent-subsidiary relationship, that exists when (i) one business entity has a controlling ownership interest in the other business entity, (ii) a controlling owner in one entity is also a controlling owner in the other entity, or (iii) there is shared management or control between the business entities. Factors that should be considered in determining the existence of an affiliated business entity relationship include that the same person or substantially the same person own or manage the two entities; there are common or commingled funds or assets; the business entities share the use of the same offices or employees or otherwise share activities, resources or personnel on a regular basis; or there is otherwise a close working relationship between the entities." *See* State and Local Government Conflict of Interests Act, Va. Code § 2.2-3101.

SECTION 3. SERVICES DISCLOSURE

Are any of the following services being provided in connection with the subject of the application or any business operating or to be operated on the Property. If the answer to any item is YES, please identify the firm or individual providing the service: IF THE OWNER AND APPLICANT ARE DIFFERENT, EACH MUST COMPLETE THE SECTION SEPERATELY

Disclosure Statement

Virginia Beach

APPLICANT

YES	NO	SERVICE	PROVIDER (use additional sheets if needed)
☐	☒	Accounting and/or preparer of your tax return	
☒	☐	Architect / Landscape Architect / Land Planner	Quest Construction Engineering
☐	☒	Contract Purchaser (if other than the Applicant) - identify purchaser and purchaser's service providers	
☒	☐	Any other pending or proposed purchaser of the subject property (identify purchaser(s) and purchaser's service providers)	Microsoft Corporation (MSFT) Facebook, Inc. (FB)
☐	☒	Construction Contractors	Unknown
☒	☐	Engineers / Surveyors/ Agents	Kimley-Horn and Associates, Inc.
☐	☒	Financing (include current mortgage holders and lenders selected or being considered to provide financing for acquisition or construction of the property)	
☒	☐	Legal Services	Pender & Coward, P.C.
☒	☐	Real Estate Brokers / Agents/Realtors for current and anticipated future sales of the subject property	Thalhimer

SECTION 4. KNOWN INTEREST BY PUBLIC OFFICIAL OR EMPLOYEE

YES	NO	
☐	☒	Does an official or employee of the City of Virginia Beach have an interest in the subject land or any proposed development contingent on the subject public action?

If yes, what is the name of the official or employee and what is the nature of the interest?

Page 4 of 7

Disclosure Statement

Virginia Beach

CERTIFICATION:
I certify that all of the information contained in this Disclosure Statement Form is complete, true, and accurate.

I understand that, upon receipt of notification that the application has been scheduled for public hearing, **I am responsible for updating the information provided herein two weeks prior to the Planning Commission, Council, VBDA meeting, or meeting of any public body or committee in connection with this Application.**

	Guillermo Canete	6/6/2016
APPLICANT'S SIGNATURE	PRINT NAME	DATE

Page 5 of 7

Disclosure Statement

Virginia Beach

OWNER

YES	NO	SERVICE	PROVIDER (use additional sheets if needed)
☐	X	Accounting and/or preparer of your tax return	
☐	X	Architect / Landscape Architect / Land Planner	
☐	X	Contract Purchaser (if other than the Applicant) – identify purchaser and purchaser's service providers	
☐	X	Any other pending or proposed purchaser of the subject property (identify purchaser(s) and purchaser's service providers)	
☐	X	Construction Contractors	
X	☐	Engineers / Surveyors/ Agents	
☐	X	Financing (include current mortgage holders and lenders selected or being considered to provide financing for acquisition or construction of the property)	WPL
☐	X	Legal Services	
☐	X	Real Estate Brokers / Agents/Realtors for current and anticipated future sales of the subject property	

SECTION 4. KNOWN INTEREST BY PUBLIC OFFICIAL OR EMPLOYEE

YES	NO	
☐	X	Does an official or employee of the City of Virginia Beach have an interest in the subject land or any proposed development contingent on the subject public action?

If yes, what is the name of the official or employee and what is the nature of the interest?

Page 6 of 7

Disclosure Statement

Virginia Beach

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I certify that all of the information contained in this Disclosure Statement Form is complete, true, and accurate.

I understand that, upon receipt of notification that the application has been scheduled for public hearing, **I am responsible for updating the information provided herein two weeks prior to the Planning Commission, Council, VBDA meeting, or meeting of any public body or committee in connection with this Application.**

[signature]	Dorothy H Wood	6/29/16
PROPERTY OWNER'S SIGNATURE	PRINT NAME	DATE

Disclosure Statement

City of Virginia Beach Development Authority Members

Members

NAME/ADDRESS	TERM OF APPOINTMENT	BEGINNING DATE	EXPIRATION DATE
David L. Bernd Sentara Independence 800 Independence Blvd., Suite 103 Virginia Beach, VA 23455	Unexpired Term	10/06/2015	08/31/2017
Linwood O. Branch Days Inn at the Beach 1000 Atlantic Ave Virginia Beach, VA 23451	4 years	09/01/2014	08/31/2018
Bryan D. Cuffee (Treasurer) Gold Key/PHR 932 Laskin Rd. Virginia Beach, VA 23451	4 years	09/01/2015	08/31/2019
Michael H. Levinson (Assistant Secretary) Michael H. Levinson & Associates 303 34th Street, Suite 6 Virginia Beach, VA 23451	4 years	09/01/2014	08/31/2018
Stephen J. McNulty TowneBank 2101 Parks Avenue, Suite 200 Virginia Beach, VA 23451	4 years	09/01/2014	08/31/2018
Jerrold L. Miller The Miller Group 1242 N. Inlynnview Road Virginia Beach, VA 23454	Unexpired Term 4 years	06/07/2016 09/01/2016	08/31/2016 08/31/2020
Shewling Moy (Secretary) Keller Williams Realty Coastal Virginia 1100 Volvo Parkway, Suite 200 Chesapeake, VA 23320	4 years	09/01/2013	08/31/2017
Peter K. Mueller STIHL, Inc. 536 Viking Drive Virginia Beach, VA 23452	4 years	09/01/2012	08/31/2016
Charles M. Salle ADS, Inc. 621 Lynnhaven Parkway Virginia Beach, VA 23452	4 years	09/01/2012	08/31/2016
Joseph E. Strange Tidewater Sew-Vac 1425 Lake James Drive Virginia Beach, VA 23464	4 years	09/01/2015	08/31/2019
Dorothy L. Wood (Chair) JD &W Inc. 3809 Thalia Drive Virginia Beach, VA 23452	4 years	09/01/2014	08/31/2018

Essential public services may be permitted by conditional use in any zoning district where they are not otherwise permissible. Essential public services include duly organized fire/rescue units and are otherwise limited to certain installations of water, sewer, gas, telephone or electrical systems. This division shall not be deemed to permit the location in a zoning district of such major installations as electrical or gas generating plants, sewage treatment plants, water pumping or aeration facilities and other similar major installations, unless such facilities were constructed or actual physical construction was started prior to the adoption of the LDC. The following supplementary standards shall apply to such uses:

(a) This division shall not be deemed to permit the erection of structures for commercial activities such as sales of related merchandise or collection of bills in zoning districts from which such activities would otherwise be prohibited.

(b) Within the limits of their proposed function, the architecture and landscaping shall be harmonious with the surrounding neighborhood.

MARYLAND'S Coast WORCESTER COUNTY

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

MEMORANDUM

TO: Worcester County Commissioners
FROM: Charlene Sharpe, Legislative Analyst
DATE: July 6, 2026
RE: Public Service Commission letter

Comments regarding the Power Plant Research Program's Decommissioning Recommendation are being accepted through July 10. We thought this would be a good opportunity to advocate for the code provisions we've put in place, which require a decommissioning plan and bond. As a result, we are seeking approval to submit the attached letter, written by DRP Director Jennifer Keener and reviewed by County Attorney Roscoe Leslie, to the Public Service Commission.

WORCESTER COUNTY
DEPARTMENT OF DEVELOPMENT REVIEW AND PERMITTING
GOVERNMENT CENTER ONE WEST MARKET STREET, ROOM 1201
SNOW HILL, MARYLAND 21863
TEL:410.632.1200
http://www.co.worcester.md.us/departments/drp

July 2, 2026

Andrew S. Johnston, Executive Secretary
Maryland Public Service Commission
William Donald Schaefer Tower
6 St. Paul Street, 16th Floor
Baltimore, MD 21202

Re: Case No. 9873 –Decommissioning Plan Requirements
Worcester County Comments

Dear Mr. Johnston:

Thank you for the opportunity to provide comments on the decommissioning plan and bond requirements for solar projects between 1 MW and 5 MW. Locally, Worcester County has an established decommissioning plan and bond requirement in the Zoning Code. I have reviewed the draft cost estimation tool and support its use in making the bond calculations consistent across the state. The proposed decommissioning activities listed in the estimation tool appear to be consistent with our local amendments, except for allowing significant exemptions for salvage value. It is imperative that local jurisdictions retain control over decommissioning bonds because our constituents bear the most physical, environmental and financial risk for abandoned projects.

There is currently a limited, high volatility market for solar module recycling and concerns that the actual costs to recycle the modules and components could exceed the raw material scrap value. This creates a potential financial risk and could leave the county's taxpayers on the hook to pay for the decommissioning should the bond not cover all the work.

Therefore, using the cost estimation tool without salvage value deductions at the local level would be preferred over preemptive measures to handle all bonding at the state level. It is our position that the local jurisdictions are in a better position to manage the decommissioning activities on the property, coordinate with contractors and ensure that the timelines for decommissioning are enforced.

Again, thank you for the opportunity to provide feedback. Please reach out with any questions.

Sincerely,

Jennifer K. Keener, AICP
Director

DRAFT