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OFFICE OF THE
COUNTY COMMISSIONERS

Worcester County

GOVERNMENT CENTER
ONE WEST MARKET STREET • ROOM 1103
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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, August 1-9, 2026, is Agriculture Appreciation Week on Maryland's Coast, a week dedicated to celebrating the rich agricultural heritage of Worcester County. From seafood, poultry, dairy, honey, corn, soybeans, and other fresh produce, to working horse ranches, aquaculture businesses, beekeeping and wine vineyards, vibrant agricultural traditions thrive throughout six of the county's seven legislative districts; and

WHEREAS, the week kicks off August 1, with the Blessing of the Combines, the Berlin Peach Festival, Great Pocomoke Fair, and Baywater Landing's oyster and scallop tastings, offering just a glimpse of the many events celebrating Worcester County's rich agricultural heritage throughout the week, and is followed by the White Marlin Open August 3-8 and the Worcester County Fair August 7-9.

NOW, THEREFORE, we, the County Commissioners of Worcester County, Maryland, do hereby proclaim August 1-9, 2026, as **Agriculture Appreciation Week on Maryland's Coast** and invite residents and visitors alike to celebrate our agricultural community. Learn more about the week's events at visitmarylandscost.org.

Executed under the Seal of the County of Worcester, State of Maryland, this 21st 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

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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

To: County Commissioners; Chief Administrative Officer Weston Young

From: Chris Shaffer, Director

Date: July 14, 2026

Subject: 2025 EMPG Grant Adjustment Notice

The Department of Emergency Services is requesting a signature to proceed with the 2025 EMPG Grant Award. EMPG is an annual grant, award for federal FY25 in the amount of \$68,974.05 requiring a 100% match. This grant is used to offset the salary and fringe benefits of the Assistant Chief of Emergency Management. The remaining salary and fringe of the Assistant Chief-EM along with salary and fringe of one Emergency Management Specialist are used as the match.

I am available to answer any questions that may arise at your convenience.

Respectfully,

Chris M. Shaffer

Emergency Services Director

Office: 410-632-3080 Ext 1925

Cell: 443-944-1974

Email: cmshaffer@worcestermd.gov



2025 Sub-Recipient Agreement

for

County Commissioners of Worcester County, Maryland

Date of Award

7/9/2026

1. Sub-Recipient Name and Address		2. Prepared by: <i>Majette , Ashley</i>	3. MEMAGMS Award Number: 25-SR 8861-02
County Commissioners of Worcester County, Maryland		4. Federal Grant Information	
		Federal Grant Title:	Emergency Management Performance Grant
		Federal Grant Award Number/CFDA Number:	EMP-2025-EP-05008/ 97.042
		Federal Granting Agency:	U.S. Department of Homeland Security
5. Award Amount			
Total Award Amount \$68,974.05 100% Match Required	2025 Emergency Management Performance Grant Performance Period: FROM Oct 1, 2024 – Jun 30, 2027		
6. Statutory Authority for Grant: Section 662 of the Post-Katrina Emergency Management Reform Act of 2006 (PKEMRA), as amended, (Pub. L. No. 109-295) (6 U.S.C. § 762); the Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended (Pub. L. No. 93-288) (42 U.S.C. §§ 5121 et seq.); the Earthquake Hazards Reduction Act of 1977, as amended (Pub. L. No. 95-124) (42 U.S.C. §§ 7701 et seq.); and the National Flood Insurance Act of 1968, as amended (Pub. L. No. 90-448) (42 U.S.C. §§ 4001 et seq.)			
7. Method of Payment: Primary method is reimbursement.			
8. Debarment/Suspension Certification: The Sub-Recipient certifies that the subgrantee and its' contractors/vendors are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any federal department or agency and do not appear in the Excluded Parties List System at https://www.sam.gov/content/exclusions			
9. Agency Approval			
Approving SAA Official: Blake Langford, EMPS, PMP Chief Financial Officer Maryland Department of Emergency Management		Signature of SAA Official:	
		Date:	
10. Sub-Recipient Acceptance			
I have read and understand the attached Special Terms and Conditions and Certifications and Assurances.			
Type name and title of Authorized Sub-Recipient official: Director		Signature of Sub-Recipient Official:	
11. Enter Federal Employer Identification Number (FEIN) and UEI number: 526001064			12. Date Signed :

13. DUE DATE: 8/23/2026

ITEM 2

Signed award must be returned to the SAA on or before the above due date.

Agreement Articles Program:

Fiscal Year 2025 Emergency Management Performance Grant

Recipient:

MARYLAND DEPARTMENT OF EMERGENCY MANAGEMENT

UEI-EFT:

KKVQY3MM2KK1

Award number:

EMP-2025-EP-05008

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Article 1

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

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

Article 2

General Acknowledgements and Assurances

Subrecipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in effect as of the federal award date and located in Title 2, Code of Federal Regulations, Part 200 and adopted by DHS at 2 C.F.R. § 3002.10. All recipients and subrecipients must acknowledge and agree to provide DHS access to records, accounts, documents, information, facilities, and staff pursuant to 2 C.F.R. §200.337. I. Recipients must cooperate with any DHS compliance reviews or compliance investigations. II. Recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal award and permit access to facilities and personnel. III. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports. IV. Recipients must comply with all other special reporting, data collection, and evaluation requirements required by law, federal regulation, Notice of Funding Opportunity, federal award specific terms and conditions, and/or DHS Component program guidance. Organization costs related to data and evaluation are allowable. The definition of data and evaluation costs is in 2 C.F.R. § 200.455(c), the full text of which is incorporated by reference. V. Recipients must complete DHS Form 3095 within 60 days of receipt of the Notice of Award for the first award under which this term applies. For further instructions and to access the form, please visit: <https://www.dhs.gov/civil-rightsresources-recipients-dhs-financial-assistance>.

Article 3

Acknowledgement of Federal Funding from DHS

Subrecipients must acknowledge their use of federal award funding when issuing

statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal award funds.

ITEM 2

Article 4

Activities Conducted Abroad

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

Article 5

Age Discrimination Act of 1975

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

Article 6

Americans with Disabilities Act of 1990

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

Article 7

Best Practices for Collection and Use of Personally Identifiable Information

(1) Subrecipients who collect personally identifiable information (PII) as part of carrying out the scope of work under a federal award are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. (2) Definition. DHS defines “PII” as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.

Article 8

CHIPS and Science Act of 2022, Public Law 117-167 CHIPS

(1) Subrecipients of DHS research and development (R&D) awards must report to the DHS Component research program office any finding or determination of sex based and sexual harassment and/or an administrative or disciplinary action taken against principal investigators or co-investigators to be completed by an authorized organizational representative (AOR) at the recipient institution. (2) Notification. An AOR must disclose the following information to agencies within 10 days of the date/the finding is made, or 10 days from when a recipient imposes an administrative action on the reported individual, whichever is sooner. Reports should include: (a) Award number, (b) Name of PI or Co-PI

being reported, (c) Awardee name, (d) Awardee address, (e) AOR name, title, phone and email address, (f) Indication of the report type: (i) Finding or determination has been made that the reported individual violated awardee policies or codes of conduct, statutes, or regulations related to sexual harassment, sexual assault, or other forms of harassment, including the date that the finding was made. (ii) Imposition of an administrative or disciplinary action by the recipient on the reporting individual related to a finding/determination or an investigation of an alleged violation of recipient policy or codes of conduct, statutes, or regulations, or other forms of harassment. (iii) The date and nature of the administrative/disciplinary action, including a basic explanation or description of the event, which should not disclose personally identifiable information regarding any complaints or individuals involved. Any description provided must be consistent with the Family Educational Rights in Privacy Act. (3) Definitions. (a) An “authorized organizational representative (AOR)” is an administrative official who, on behalf of the proposing institution, is empowered to make certifications and representations and can commit the institution to the conduct of a project that an agency is being asked to support as well as adhere to various agency policies and award requirements. (b) “Principal investigators and co-principal investigators” are award personnel supported by a grant, cooperative agreement, or contract under Federal law. (c) A “reported individual” refers to recipient personnel who have been reported to a federal agency for potential sexual harassment violations. (d) “Sex based harassment” means a form of sex discrimination and includes harassment based on sex, sex stereotypes, sex characteristics, pregnancy or related conditions, sexual orientation, and gender identity. (e) “Sexual harassment” means unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when this conduct explicitly or implicitly affects an individual’s employment, unreasonably interferes with an individual’s work performance, or creates an intimidating, hostile, or offensive work environment, whether such activity is carried out by a supervisor or by a co-worker, volunteer, or contractor.

Article 9

Civil Rights Act of 1964 – Title VI

Subrecipients must comply with the requirements of Title VI of the Civil Rights Act of 1964, Pub. L. No. 88-352 (codified as amended at 42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21. Subrecipients of a federal award from the Federal Emergency Management Agency (FEMA) must also comply with FEMA’s implementing regulations at 44 C.F.R. Part 7.

Article 10

Civil Rights Act of 1968

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

Article 11

Communication and Cooperation with the Department of Homeland Security and Immigration Officials

(1) All recipients and other subrecipients of funds under this award must agree that they will comply with the following requirements related to coordination and cooperation with the Department of Homeland Security and immigration officials: (a) They must comply with the requirements of 8 U.S.C. §§ 1373 and 1644. These statutes prohibit restrictions on information sharing by state and local government entities with DHS regarding the citizenship or immigration status, lawful or unlawful, of any individual. Additionally, 8 U.S.C. § 1373 prohibits any person or agency from prohibiting, or in any way restricting, a Federal, State, or local government entity from doing any of the following with respect to information regarding the immigration status of any individual: 1) sending such information to, or requesting or receiving such information from, Federal immigration officials; 2) maintaining such information; or 3) exchanging such information with any other Federal, State, or local government entity; (b) They must comply with other relevant laws related to immigration, including prohibitions on encouraging or inducing an alien to come to, enter, or reside in the United States in violation of law, 8 U.S.C. § 1324(a)(1)(A)(iv), prohibitions on transporting or moving illegal aliens, 8 U.S.C. § 1324(a)(1)(A)(ii), prohibitions on harboring, concealing, or shielding from detection illegal aliens, 8 U.S.C. § 1324(a)(1)(A)(iii), and any applicable conspiracy, aiding or abetting, or attempt liability regarding these statutes; (c) That they will honor requests for cooperation, such as participation in joint operations, sharing of information, or requests for short term detention of an alien pursuant to a valid detainer. A jurisdiction does not fail to comply with this requirement merely because it lacks the necessary resources to assist in a particular instance; (d) That they will provide access to detainees, such as when an immigration officer seeks to interview a person who might be a removable alien; and (e) That they will not leak or otherwise publicize the existence of an immigration enforcement operation. (2) The recipient must certify under penalty of perjury pursuant to 28 U.S.C. § 1746 and using a form that is acceptable to DHS, that it will comply with the requirements of this term. Additionally, the recipient agrees that it will require any subrecipients or contractors to certify in the same manner that they will comply with this term prior to providing them with any funding under this award. (3) The recipient agrees that compliance with this term is material to the Government's decision to make or continue with this award and that the Department of Homeland Security may terminate this grant, or take any other allowable enforcement action, if the recipient fails to comply with this term.

Article 12

Copyright

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

Article 13

Debarment and Suspension

Subrecipients must comply with the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689 set forth at 2 C.F.R. Part 180

as implemented by DHS at 2 C.F.R. Part 3000. These regulations prohibit recipients from entering into covered transactions (such as subawards and contracts) with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

Article 14

Drug-Free Workplace Regulations

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

Article 15

Duplicative Costs

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

Article 16

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

Subrecipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. No. 92-318 (codified as amended at 20 U.S.C. §1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17. Subrecipients of a federal award from the Federal Emergency Management Agency (FEMA) must also comply with FEMA's implementing regulations at 44 C.F.R. Part19.

Article 17

Energy Policy and Conservation Act

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

Article 18

Equal Treatment of Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries.

Subrecipients must comply with the equal treatment policies and requirements maintained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

ITEM 2

Article 19

Anti-Discrimination

Subrecipients must comply with all applicable Federal anti-discrimination laws material to the government's payment decisions for purposes of 31 U.S.C. § 372(b)(4). (1) Definitions. As used in this clause – (a) DEI means “diversity, equity, and inclusion.” (b) DEIA means “diversity, equity, inclusion, and accessibility.” (c) Discriminatory equity ideology has the meaning set forth in Section 2(b) of Executive Order 14190 of January 29, 2025. (d) Federal anti-discrimination laws mean Federal civil rights law that protect individual Americans from discrimination on the basis of race, color, sex, religion, and national origin. (e) Illegal immigrant means any alien, as defined in 8 U.S.C. § 1101(a)(3), who has no lawful immigration status in the United States. (2) Grant award certification. (a) By accepting the grant award, subrecipients are certifying that: (i) They do not, and will not during the term of this financial assistance award, operate any programs that advance or promote DEI, DEIA, or discriminatory equity ideology in violation of Federal anti-discrimination laws; and (ii) They do not engage in and will not during the term of this award engage in, a discriminatory prohibited boycott. (iii) They do not, and will not during the term of this award, operate any program that benefits illegal immigrants or incentivizes illegal immigration. (3) DHS reserves the right to suspend payments in whole or in part and/or terminate financial assistance awards if the Secretary of Homeland Security or her designee determines that the recipient has violated any provision of subsection (2). (4) Upon suspension or termination under subsection (3), all funds received by the subrecipient shall be deemed to be in excess of the amount that the recipient is determined to be entitled to under the Federal award for purposes of 2 C.F.R. § 200.346. As such, all amounts received will constitute a debt to the Federal Government that may be pursued to the maximum extent permitted by law.

Article 20

False Claims Act and Program Fraud Civil Remedies

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

Article 21

Federal Debt Status

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

Article 22

Federal Leadership on Reducing Text Messaging while Driving

Subrecipients are encouraged to adopt and enforce policies that ban text messaging while driving recipient-owned, recipient-rented, or privately owned vehicles when on official

government business or when performing any work for or on behalf of the Federal Government. Subrecipients are also encouraged to conduct the initiatives of the type described in Section 3(a) of Executive Order 13513.

Article 23

Fly America Act of 1974

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

Article 24

Hotel and Motel Fire Safety Act of 1990

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

Article 25

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

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

Article 26

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

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

Article 27

Lobbying Prohibitions

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

Article 28

National Environmental Policy Act

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

Article 29

National Security Presidential Memorandum-33 (NSPM-33) and provisions of the CHIPS and Science Act of 2022, Pub. L. 117-167, Section 10254

(1) Recipient research institutions (“covered institutions”) must comply with the requirements in NSPM-33 and provisions of Pub. L. 117-167, Section 10254 (codified at 42 U.S.C. § 18951) certifying that the institution has established and operates a research security program that includes elements relating to: (a) cybersecurity; (b) foreign travel security; (c) research security training; and (d) export control training, as appropriate. (2) Definition. “Covered institutions” means subrecipient research institutions receiving federal Research and Development (R&D) science and engineering support “in excess of \$50 million per year.”

Article 30

Non-Supplanting Requirement

Subrecipients of federal awards under programs that prohibit supplanting by law must ensure that federal funds supplement but do not supplant non-federal funds that, in the absence of such federal funds, would otherwise have been made available for the same purpose.

Article 31

Notice of Funding Opportunity Requirements

All the instructions, guidance, limitations, scope of work, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this federal award are incorporated by reference. All subrecipients must comply with any such requirements set forth in the

NOFO. If a condition of the NOFO is inconsistent with these terms and conditions and any such terms of the federal award, the condition in the NOFO shall be invalid to the extent of the inconsistency. The remainder of that condition and all other conditions set forth in the NOFO shall remain in effect.

ITEM 2

Article 32

Patents and Intellectual Property Rights

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

Article 33

Presidential Executive Orders

Subrecipients must comply with the requirements of Presidential Executive Orders related to grants (also known as federal assistance and financial assistance), the full text of which are incorporated by reference.

Article 34

Procurement of Recovered Materials

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

Article 35

Rehabilitation Act of 1973

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

Article 36

Reporting Recipient Integrity and Performance Matters

If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of the federal award, then the recipient must comply with the requirements set forth in the government-wide federal award term and conditions for

Recipient Integrity and Performance Matters is in 2 C.F.R. Part 200, Appendix X, the full text of which is incorporated by reference. **ITEM 2**

Article 37

Reporting Subawards and Executive Compensation

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

Article 38

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

(1) Subrecipients of a federal award from a financial assistance program that provides funding for infrastructure are hereby notified that none of the funds provided under this federal award may be used for a project for infrastructure unless: (a) all iron and steel used in the project are produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; (b) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and (c) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States. (2) The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project. (3) Waivers When necessary, subrecipients may apply for, and the agency may grant, a waiver from these requirements. The agency should notify the recipient for information on the process for requesting a waiver from these requirements. (a) When the Federal agency has determined that one of the following exceptions applies, the federal awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that: (i) applying the domestic content procurement preference would be inconsistent with the public interest; (ii) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or (iii) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent. (b) A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office. (c) There may be instances where a federal award qualifies, in whole or in part, for an existing waiver described at “Buy America” Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov. (4) Definitions. The definitions applicable to this term are set forth at 2 C.F.R. § 184.3, the full text of which is incorporated by reference. **2 - 17**

Article 39

SAFECOM

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

Article 40

Subrecipient Monitoring and Management

Pass-through entities must comply with the requirements for subrecipient monitoring and management as set forth in 2 C.F.R. §§ 200.331-333.

Article 41

System for Award Management and Unique Entity Identifier Requirements

Subrecipients are required to comply with the requirements set forth in the governmentwide federal award term and condition regarding the System for Award Management and Unique Entity Identifier Requirements in 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated reference.

Article 42

Termination of a Federal Award

(1) By DHS. DHS may terminate a federal award, in whole or in part, for the following reasons: (a) If the recipient fails to comply with the terms and conditions of the federal award; (b) With the consent of the recipient, in which case the parties must agree upon the termination conditions, including the effective date, and in the case of partial termination, the portion to be terminated; or (c) Pursuant to the terms and conditions of the federal award, including, to the extent authorized by law, if the federal award no longer effectuates the program goals or agency priorities. (3) By the Recipient. The recipient may terminate the federal award, in whole or in part, by sending written notification to DHS stating the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. However, if DHS determines that the remaining portion of the federal award will not accomplish the purposes for which the federal award was made, DHS may terminate the federal award in its entirety. (4) Notice. Either party will provide written notice of intent to terminate for any reason to the other party no less than 30 calendar days prior to the effective date of the termination. (5) Compliance with Closeout Requirements for Terminated Awards. The recipient must continue to comply with closeout requirements in 2 C.F.R. §§ 200.344-200.345 after an award is terminated.

Article 43

Terrorist Financing

Subrecipients must comply with Executive Order 13224 and applicable statutory prohibitions on transactions with, and the provisions of resources and support to, 18

individuals and organizations associated with terrorism. Subrecipients are ~~legally~~ **ITEM 2** responsible for ensuring compliance with the Executive Order and laws.

Article 44

Trafficking Victims Protection Act of 2000(TVPA)

Subrecipients must comply with the requirements of the government-wide federal award term and condition which implements Trafficking Victims Protection Act of 2000, Pub. L. No. 106-386, § 106 (codified as amended at 22 U.S.C. § 7104). The federal award term and condition is in 2 C.F.R. § 175.105, the full text of which is incorporated by reference.

Article 45

Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism (USA PATRIOT) Act of 2001, Pub. L. 107-56

Subrecipients must comply with the requirements of Pub. L. 107-56, Section 817 of the USA PATRIOT Act, which amends 18 U.S.C. §§ 175–175c.

Article 46

Use of DHS Seal, Logo and Flags

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

Article 47

Whistleblower Protection Act

Subrecipients must comply with the statutory requirements for whistleblower protections in 10 U.S.C § 4701 41 U.S.C. § 4712.

Article 48

Environmental Planning and Historic Preservation (EHP) Review

DHS/FEMA funded activities that could have an impact on the environment are subject to the FEMA EHP review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires the recipient to comply with all federal, state, and local laws. DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP review process, as mandated by: the National Environmental Policy Act; Endangered Species Act; National Historic Preservation Act of 1966, as amended; Clean Water Act; Clean Air Act; National Flood Insurance Program regulations; and any other applicable laws, regulations and executive orders. General guidance for FEMA's EHP process is available on the DHS/FEMA Website. Specific applicant guidance on how to submit information for EHP review depends on the individual grant program. Applicants should contact their grant Program Officer to be put into contact with EHP staff responsible for assisting their specific grant program. The FEMA EHP review process must be completed before funds are released to carry out the proposed project, otherwise, DHS/FEMA may **2-19**

not be able to fund the project due to noncompliance with EHP laws, executive orders, regulations, and policies. DHS/FEMA may also need to perform a project closeout review to ensure the applicant complied with all required EHP conditions identified in the initial review. If ground disturbing activities occur during construction, the applicant will monitor the ground disturbance, and if any potential archaeological resources are discovered, the applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA. EO 11988, Floodplain Management, and EO 11990, Protection of Wetlands, require that all federal actions in or affecting the floodplain or wetlands be reviewed for opportunities to relocate, and be evaluated for social, economic, historical, environmental, legal, and safety considerations. FEMA's regulations at 44 C.F.R. Part 9 implement the EOs and require an eight-step review process if a proposed action is in a floodplain or wetland or has the potential to affect or be affected by a floodplain or wetland. The regulation also requires that the federal agency provide public notice of the proposed action at the earliest possible time to provide the opportunity for public involvement in the decision-making process (44 C.F.R. § 9.8). Where there is no opportunity to relocate the federal action, FEMA is required to undertake a detailed review to determine what measures can be taken to minimize future damages to the floodplain or wetland.

ITEM 2

Article 49

Applicability of DHS Standard Terms and Conditions to Tribal Nations

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

Article 50

Acceptance of Post Award Changes

In the event FEMA determines that an error in the award package has been made, or if an administrative change must be made to the award package, subrecipients will be notified of the change in writing. Once the notification has been made, any subsequent requests for funds will indicate recipient acceptance of the changes to the award. Please email FEMA Grant Management Operations at: ASK-GMD@fema.dhs.gov for any questions.

Article 51

Disposition of Equipment Acquired Under the Federal Award

When original or replacement equipment acquired under this award is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, the non-state recipient or subrecipient (including subrecipients of a State or Tribal Nation), must request instructions from FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. section 200.313(e). State recipients must follow the disposition requirements in accordance with State laws and procedures. 2 C.F.R. section 200.313(b). Tribal Nations must follow the disposition requirements in accordance with Tribal laws and procedures noted in 2 C.F.R. section 200.313(b); and if such laws and procedures do not exist, then Tribal Nations must follow

Article 52

Prior Approval for Modification of Approved Budget

Before making any change to the FEMA approved budget for this award, a written request must be submitted and approved by FEMA as required by 2 C.F.R. section 200.308. For purposes of non-construction projects, FEMA is utilizing its discretion to impose an additional restriction under 2 C.F.R. section 200.308(i) regarding the transfer of funds among direct cost categories, programs, functions, or activities. For awards with an approved budget where the federal share is greater than the simplified acquisition threshold (currently \$250,000) and where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget FEMA last approved, transferring funds among direct cost categories, programs, functions, or activities is unallowable without prior written approval from FEMA. For purposes of awards that support both construction and non-construction work, 2 C.F.R. section 200.308 (f)(9) requires the recipient to obtain prior written approval from FEMA before making any fund or budget transfers between the two types of work. Any deviations from a FEMA approved budget must be reported in the first Federal Financial Report (SF-425) that is submitted following any budget deviation, regardless of whether the budget deviation requires prior written approval.

Article 53

Indirect Cost Rate

2 C.F.R. section 200.211(b)(16) requires the terms of the award to include the indirect cost rate for the federal award. If applicable, the indirect cost rate for the award is stated in the budget documents or other materials approved by FEMA and included in the award file.

Article 54

Build America, Buy America Act (BABAA) Required Contract Provision & Self-Certification

In addition to the DHS Standard Terms & Conditions regarding Required Use of American Iron, Steel, Manufactured Products, and Construction Materials, recipients and subrecipients of FEMA financial assistance for programs that are subject to BABAA must include a Buy America preference contract provision as noted in 2 C.F.R. section 184.4 and a self-certification as required by the FEMA Buy America Preference in FEMA Financial Assistance Programs for Infrastructure (FEMA Interim Policy #207-22-0001). This requirement applies to all subawards, contracts, and purchase orders for work performed, or products supplied under the FEMA award subject to BABAA.

Article 55

Funding Hold - Additional Information Required

FEMA has placed a funding hold on this award in the amount of \$5,890,070 in FEMA's financial systems. This funding hold is based on a determination by FEMA that the required workplan has been deemed insufficient. During the time this funding hold is in effect, the recipient is prohibited from obligating, expending, or drawing down the funds identified in this Article. To release the funding hold, the recipient must submit a final workplan that must be approved by FEMA. Upon its review and approval of the workplan, FEMA will remove the funding hold. To access the funds, the recipient must contact the FEMA representative.

Program Analyst or Grants Management Specialist for further instructions. **ITEM 2** If you believe this funding hold was placed in error, please contact the relevant Program Analyst or Grants Management Specialist.

Article 56

Compliance with Federal Immigration Law

1. Prohibition a. The state or territorial recipient is prohibited from making subawards to a local government that the Department of Homeland Security or the Department of Justice has designated as a sanctuary jurisdiction. If the Department of Homeland Security or Department of Justice designates a local government as a sanctuary jurisdiction after the state or territorial recipient makes a subaward to that local government, the state or territorial recipient must suspend the subaward, the state or territorial recipient must not make any additional payments to the local government, and the local government is prohibited from making any financial obligations under the subaward on and after the date of designation until the Department of Homeland Security or Department of Justice removes that designation. b. The Department of Homeland Security designates a local government as a sanctuary jurisdiction if it fails to comply with the requirements set forth in paragraphs 2.a.i to v of this term and condition. 2. Certification a. The state or territorial recipient must require all local government subrecipients to certify under penalty of perjury pursuant to 28 U.S.C. § 1746, and using a form that is acceptable to the Department of Homeland Security, that the local government will comply with the following requirements related to coordination and cooperation with the Department of Homeland Security and immigration officials: i. They will comply with the requirements of 8 U.S.C. §§ 1373 and 1644. These statutes prohibit restrictions on information sharing by state and local government entities with the Department of Homeland Security regarding the citizenship or immigration status, lawful or unlawful, of any individual. Additionally, 8 U.S.C. § 1373 prohibits any person or agency from prohibiting, or in any way restricting, a Federal, state, or local government entity from doing any of the following with respect to information regarding the immigration status of any individual: (1) sending such information to, or requesting or receiving such information from, Federal immigration officials; (2) maintaining such information; or (3) exchanging such information with any other Federal, state, or local government entity. ii. They will comply with other relevant laws related to immigration, including prohibitions on encouraging or inducing an alien to come to, enter, or reside in the United States in violation of law, 8 U.S.C. §1324(a)(1)(A)(iv), prohibitions on transporting or moving illegal aliens, 8 U.S.C. §1324(a)(1)(A)(ii), prohibitions on harboring, concealing, or shielding from detection illegal aliens, 8 U.S.C. § 1324(a)(1)(A)(iii), and any applicable conspiracy, aiding or abetting, or attempt liability regarding these statutes. iii. They will honor requests for cooperation, such as participating in joint operations, sharing of information, or requests for short term detention of an alien pursuant to a valid detainer. A jurisdiction does not fail to comply with this requirement merely because it lacks the necessary resources to assist in a particular instance. iv. They will provide access to detainees, such as when an immigration officer seeks to interview a person who might be a removable alien. v. They will not leak or otherwise publicize the existence of an immigration enforcement operation. b. The state or territorial recipient must require a local government subrecipient to make the certification above before providing them with any funding under the subaward. 3. Materiality and Remedies for Noncompliance This term and condition is material to the Department of Homeland Security's decision to make this grant award and the Department of Homeland Security may take any remedy for noncompliance, including termination, if the state or territorial recipient or any local government subrecipient fails to comply with this term and condition.

Article 57

Notwithstanding their inclusion in this award package, the following terms and Agreement Articles do not apply to this grant award: (1) paragraph C.IX (Communication and Cooperation with the Department of Homeland Security and Immigration Officials) of the DHS Standard Terms and Conditions and the Agreement Article titled “Communication and Cooperation with the Department of Homeland Security and Immigration Officials” in this award package; and (2) paragraph C.XVII(2)(a)(iii) (Anti-Discrimination Grant Award Certification regarding immigration) of the DHS Standard Terms and Conditions and paragraph (2)(a)(iii) of the Agreement Article titled “Anti-Discrimination” in this award package.

Article 58

Impact of San Francisco v. Trump Preliminary Injunction

Pursuant to the preliminary injunction order issued on August 22, 2025, in City and County of San Francisco, et al. v. Trump, et al., No. 3:25-cv-01350 (N.D. Cal.), the following terms and conditions do not apply to awards or subawards issued to any of the plaintiffs subject to the preliminary injunction order while the order remains in effect: (1) paragraph C.IX (Communication and Cooperation with the Department of Homeland Security and Immigration Officials) of the DHS Standard Terms and Conditions and the Agreement Article titled “Communication and Cooperation with the Department of Homeland Security and Immigration Officials” in this award package; (2) paragraph C.XVII(2)(a)(iii) (Anti-Discrimination Grant Award Certification regarding immigration) of the DHS Standard Terms and Conditions and paragraph (2)(a)(iii) of the Agreement Article titled “Anti-Discrimination” in this award package; and (3) the “Compliance with Federal Immigration Law” Agreement Article.

Article 59

Impact of State of Illinois v. FEMA Injunction

Pursuant to the memorandum and order issued on September 24, 2025, in State of Illinois, et al. v. Federal Emergency Management Agency, et. al, No. 25-206 (D.R.I.), the following terms and conditions do not apply to awards or subawards issued to any of the plaintiffs subject to the injunction order while the order remains in effect: (1) paragraph C.IX (Communication and Cooperation with the Department of Homeland Security and Immigration Officials) of the DHS Standard Terms and Conditions and the Agreement Article titled “Communication and Cooperation with the Department of Homeland Security and Immigration Officials” in this award package; (2) paragraph C.XVII(2)(a)(iii) (Anti-Discrimination Grant Award Certification regarding immigration) of the DHS Standard Terms and Conditions and paragraph (2)(a)(iii) of the Agreement Article titled “Anti-Discrimination” in this award package; and (3) the “Compliance with Federal Immigration Law” Agreement Article.

Article 60

Non-Applicability of Specific Agreement Articles

Notwithstanding its inclusion in this award package, the following Agreement Article does not apply to this grant award: 1. Termination of a Federal Award This provision is consistent with any terms of the Notice of Funding Opportunity that state Paragraph C.XL (Termination of a Federal Award) of the FY 2025 DHS Standard Terms and Conditions does not apply to this award. Refer to the Notice of Funding Opportunity for the terms governing award termination.

Article 61

Period of Performance and Budget Period

Notwithstanding language in the Obligating Document or in the other terms of this award package, the Period of Performance and the Budget Period for this grant award is October 1, 2025, to September 30, 2026. The Period of Performance and Budget Period stated in the Obligating Document shall not apply.

Article 62

Funding Hold: Verification of State's Population

FEMA has placed a funding hold on this award, and the full amount of the award is on hold in the FEMA financial systems. The recipient is prohibited from obligating, expending, or drawing down the funds associated with the award.

To release the funding hold, the SAA must provide a certification of the recipient state's population as of September 30, 2025. In so doing, the State will explain the methodology it used to determine its population and certify that its reported population does not include individuals that have been removed from the State pursuant to the immigration laws of the United States.

FEMA will rescind the funding hold upon its review and approval of the State's methodology and population certification.

Article 63

Rescission of Agreement Articles Pursuant to State of Illinois, et al. v. FEMA, et al.

In accordance with the U.S. District Court for the District of Rhode Island's Order in State of Illinois, et al. v. FEMA, et al., No. 25-206 (D. R.I.), dated October 14, 2025, and FEMA Information Bulletin No. 538, the following terms and conditions are rescinded under this award: 1. Paragraph C.IX (Communication and Cooperation with the Department of Homeland Security and Immigration Officials) of the DHS Standard Terms and Conditions. 2. Paragraph C.XVII(2)(a)(iii) (Anti-Discrimination Grant Award Certification regarding immigration) of the DHS Standard Terms and Conditions. 3. The "Communication and Cooperation with the Department of Homeland Security and Immigration Officials" Agreement Article. 4. Paragraph (2)(a)(iii) of the Agreement Article titled "Anti-Discrimination". 5. The "Compliance with Federal Immigration Law" Agreement Article. 6. The "Impact of State of Illinois v. FEMA Injunction" Agreement Article. 7. The "Impact of San Francisco v. Trump Preliminary Injunction" Agreement Article.

Article 64

Amended Period of Performance and Budget Period Pursuant to State of Illinois, et al. v. Kristi Noem, et al. (D.RI) and State of Michigan et al. v. Kristi Noem et al. (D.OR).

Pursuant to the Permanent Injunction Order issued by the U.S. District Court for the District of Rhode Island in State of Illinois, et al. v. Kristi Noem, et al., No. 1:25-cv-00495, dated December 22, 2025 and the Permanent Injunction Order issued by the U.S. District Court for the District of Oregon in State of Michigan, et al. v. Kristi Noem et al., No. 6:25-cv-02053-AP, dated December 23, 2025, the Agreement Article titled "Period of Performance and Budget Period" of your award package is rescinded. The new Period of

Performance and Budget Period for this award is October 1, 2024 to September 30, 2027. **ITEM 2**

Article 65

Rescission of Funding Hold: Verification of State's Population Pursuant to State of Illinois, et al. v. Kristi Noem, et al. (D.RI) and State of Michigan et al. v. Kristi Noem et al. (D.OR).

Pursuant to the Permanent Injunction Order issued by the U.S. District Court for the District of Rhode Island in State of Illinois, et al. v. Kristi Noem, et al., No. 1:25-cv-00495, dated December 22, 2025 and the Permanent Injunction Order issued by the U.S. District Court for the District of Oregon in State of Michigan, et al. v. Kristi Noem et al., No. 6:25-cv-02053-AP, dated December 23, 2025, the Agreement Article titled "Funding Hold: Verification of State's Population" of your award package is rescinded.



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

To: County Commissioners; Chief Administrative Officer Weston Young

From: Chris Shaffer, Director

Date: July 14, 2026

Subject: 2025 State Homeland Security Program Grant adjustment notice

The Department of Emergency Services is requesting a signature to accept the 2025 SHSP grant award. SHSP is an annual grant, awarded for federal FY25 in the amount of \$90,460.49 with no required match. This grant is used to purchase software and equipment that supports homeland security and preparedness initiatives. Projects included in the SHSP 25 Investment Justification are as follows:

- 2025-1 Worcester County CodeRed Warning System to Enhance Homeland Security- \$14,444.06
- 2025-2 Worcester County Salamander Credentialing to enhance Security- \$2,700.00
- 2025-3 Worcester County sustain capability to respond to and detect CBRNE incidents- \$6,407.33
- 2025-4 Election Security- \$3,010.53 (returned to the state for state led investment)
- 2025-5 Worcester County enhancing public warning capabilities- \$30,000.00
- 2025-6 Worcester County Siren Project - Enhance public warning system- \$15,000.00
- 2025-7 Worcester County AED supplies to sustain stockpile- \$8000.00
- 2025-8 Worcester County enhancing capabilities to respond to and support federal agents with the border crisis- \$11626.32
- 2025-9 Worcester County Public Outreach- community events and information sharing to enhance citizen awareness and preparedness- \$2000.00

If the commissioners determine they want to use this grant for other purposes, we must ensure it is toward an approved grant guidance expenditure.

I am available to answer any questions that may arise at your convenience.

Respectfully,

Chris M. Shaffer

Emergency Services Director

Office: 410-632-3080 Ext 1925

Cell: 443-944-1974

Email: cmshaffer@worcestermd.gov



Date of Award

7/7/2026

2025 Sub-Recipient Agreement

for

County Commissioners of Worcester County, Maryland

1. Sub-Recipient Name and Address	2. Prepared by: <i>Stone, Stacy</i>	3. MEMAGMS Award Number: 25-SR 8861-01
County Commissioners of Worcester County, Maryland	4. Federal Grant Information	
	Federal Grant Title:	State Homeland Security Grant Program
	Federal Grant Award Number/CFDA Number:	EMW-2025-SS-05060 / 97.067
	Federal Granting Agency:	U.S. Department of Homeland Security

5. Award Amount	
Total Award Amount \$90,460.49	2025 State Homeland Security Program Performance Period: FROM Sep 1, 2025 – Jun 30, 2028

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

7. **Method of Payment:** Primary method is reimbursement.

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

BY SIGNING BELOW, I HEREBY ACKNOWLEDGE THAT I HAVE FULLY READ, UNDERSTAND AND AGREE TO THE TERMS AND CONDITIONS OF THIS AWARD AS SET FORTH IN THE SUBAWARD AGREEMENT. I ALSO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE FOLLOWING AFFIRMATIONS, CERTIFICATIONS, OR ACKNOWLEDGEMENTS ATTACHED TO THE SUBAWARD AGREEMENT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

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

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

11. Enter Federal Employer Identification Number (FEIN) and UEI number: 526001064	12. Date Signed: ITEM 3
13. DUE DATE: 8/21/2026 Signed award must be returned to the SAA on or before the above due date.	

SUBAWARD AGREEMENT
RELATING TO
HOMELAND SECURITY GRANT PROGRAM
BETWEEN
MARYLAND DEPARTMENT OF EMERGENCY MANAGEMENT
AND
SUBRECIPIENT

<https://www.dhs.gov/publication/dhs-standard-terms-and-conditions>

This Subaward Agreement relating to a Department of Homeland Security / Federal Emergency Management Agency ("DHS/FEMA") Homeland Security Grant Program (hereinafter "HSGP Grant Program") subaward as set forth herein (the "Subaward") is entered into by and between the Subrecipient identified on the Cover Page to the Subaward Agreement (the "Subrecipient") and the Maryland Department of Emergency Management (the "Department" or "MDEM" or the "Recipient"), a principal department of the State of Maryland (the "State"). The effective date of this Agreement is the date of the last signature on the Cover Page. MDEM and Subrecipient are sometimes referred to hereinafter individually as a "party" and collectively as the "parties."

1. PROGRAM DESCRIPTION

The Subrecipient will perform the work (the "Project") described in the Department-approved HSGP Grant Program Application (the "Application"), which includes the Project's milestones, timeline, and budget. The Application is considered part of this Subaward Agreement. The Subrecipient may use subcontractors to perform the work described in the Application, provided however that the Subrecipient is at all times the liable and responsible party in privity with the Department. Subrecipient warrants, represents and covenants that all work will be carried out in accordance with all applicable law, and the requirements of the Application, including all amendments and guidance thereto issued to the Recipient or Subrecipient by the Federal Emergency Management Agency ("FEMA") (which are hereby incorporated by reference), all applicable terms of the grant award received by the Department (as Recipient), and this Subaward Agreement. The Subrecipient's Application, the Cover Page, the HSGP Notice of Federal Opportunity, and all other submissions provided to FEMA and to the Department in the Notice of Intent process are relied upon by the Department as an express condition of this Subaward. The parties agree that in the event of a conflict, the federal requirements set by FEMA shall control and any conflicting term shall be severable.

2. THIS IS A SUBAWARD

The Subrecipient acknowledges that this Subaward Agreement is a Subaward as defined by 2 C.F.R. § 200.92. The Subrecipient agrees to conduct the Project consistent with Maryland law and federal statutes, regulations, including 2 C.F.R. Part 200, all requirements and amendments issued by FEMA, and the FEMA HSGP 5

3. NON-SUPPLANTING OF FUNDS

Funds awarded as part of this Subaward Agreement are to be used to increase the level of effort by the Subrecipient, and will be used to supplement, not supplant, funds that have been appropriated or budgeted for the same purpose.

4. ACCOUNTING FOR FUNDS

The Subrecipient agrees that adequate accounting systems and practices are in place and will be used to ensure fund accountability consistent with federal and State of Maryland requirements, including, but not limited to, 2 C.F.R. Part 200 and generally accepted accounting principles. All expenditures, revenue, assets, and liability transactions associated with this Subaward Agreement will be accounted for separately from other programs.

5. AUDIT REQUIREMENT

The Subrecipient will provide the federal government, the Department, and their respective auditors with access to the Subrecipient's records and financial statements as necessary for the Department to meet the requirements of 2 C.F.R. Part 200 and the provisions of the Single Audit Act of 1984, P.L. 98-502, and the Single Audit Act Amendments of 1996, P.L. 104-156, as applicable. Funds received as part of this Subaward Agreement are subject to federal and State audit. The Subrecipient is to retain and provide access to all pertinent financial and programmatic records for a period of three (3) years after the period of performance end date, pursuant to 2 C.F.R. § 200.334, and will proffer such records to the Department at no cost prior to destruction. All Subrecipient audit reports, performed in compliance with State and federal law, including, but not limited to Title 2 CFR 200, shall be forwarded within thirty (30) days of report issuance to the Contract or Grants Monitor.

6. DEFAULT; REMEDIES UPON DEFAULT

A. Breach and Default

- i. The Subrecipient shall be in breach of this Subaward Agreement in the event it fails to observe any covenant, agreement, or obligation set forth in this Subaward Agreement, the HSGP Grant Program (including all applicable FEMA guidance), federal law, State law, or the underlying grant award.
- ii. An event of default shall be deemed to have occurred if: (a) the Subrecipient commits a material breach that cannot be cured, as determined by the Department in its sole reasonable discretion; or (b) the Subrecipient fails to cure any other breach within thirty (30) days of receiving written notice from the Department.
- iii. The Department shall be in breach of this Subaward Agreement in the event it fails to observe any covenant, agreement, or obligation of this Subaward

Agreement, the HSGP Grant Program (including all applicable ~~FED~~ **FED** 3 guidance), federal law, State law, or the underlying grant award.

3. Upon the occurrence of any default that the Department or federal government, in their sole discretion, reasonably determines has occurred, they may do one or more of the following:
- i. Require Subrecipients to repay the grant, in whole or in part, provided that all work performed properly as of the date of first default will be paid upon receipt of all documentation. The Department will not be held liable for any delay in payment due to incomplete documentation or processing and review by FEMA.
 - ii. Recoup the amount to be repaid by Subrecipient hereunder from funds due the Subrecipient from any other current or future State grant or loan or any other funds, otherwise due and owing Subrecipient, including any applicable prevailing wage, Davis-Bacon law or living wage claims by third parties.
 - iii. Withhold further payments under this or any other Subaward Agreement awarded by the Department to the Subrecipient.
 - iv. Terminate this Subaward Agreement.

In addition to the rights and remedies contained in this Subaward Agreement, the State may at any time proceed to protect and enforce all rights available to it. All rights and remedies survive the termination of this Subaward Agreement for three (3) years.

7. INDEMNIFICATION; FINANCIAL ASSURANCES [STATE AGENCY
VERS.]

A. Responsibility

- i. [USE FOR INTER-STATE AGENCY SUBAWARD ONLY] Parties' Responsibility. Subrecipient shall be solely responsible for its acts or omissions (and the acts or omissions of its employees, officers, and agents) under this Subaward Agreement and the Department shall have no liability for the consequences of any such act or omission. To the fullest extent permitted by law, the Subrecipient releases the Department, DFEMA, and the federal government from any liability for the acts or omissions of the Department (excepting acts or omissions constituting gross negligence or an intentional tort).

[USE FOR ALL OTHERS, INCLUDING LOCAL GOVERNMENTAL ENTITIES]

Responsibility for Claims and Liability: The Subrecipient shall indemnify and save harmless the State and the federal government, and its/their employees, officers, and agents from and against all claims, suits, judgments, expenses, actions, damages, and costs of every name and description, including reasonable attorney's fees, arising out of or relating to the performance of the Subrecipient, its officers, employees, agents or subcontractors under this Agreement. This includes, but is not limited to, any funds the federal government determines must be repaid by the State due to the Subrecipient's non-compliance with federal award requirements.]

- ii. Federal Disallowance. The Subrecipient acknowledges that the Department is providing federal funds subject to the Uniform Guidance (2 CFR § 200). The Subrecipient agrees that it is solely responsible for any audit exceptions, financial penalties, or "disallowed costs" resulting from the Subrecipient's failure to comply with the terms of the federal award or this Subaward Agreement. In the event MDEM is required to repay funds to the federal government due to the Subrecipient's non-compliance, the Subrecipient shall reimburse the Department for such amount within thirty (30) days of written demand.
- iii. Notice of Claims. Each party shall give the other party prompt notice of any claim, action, or suit that may involve such party's liability or responsibility under this Subaward Agreement.
- iv. Statutory Limits. Nothing in this Agreement shall be construed as a waiver of any statutory or constitutional limitation on liability, sovereign immunity, or any other defenses available to either party under State law.

B. The Department is not liable for any consequential, special, indirect, or contributory damages.

8. INDEMNIFICATION BY SUBRECIPIENT'S THIRD PARTY CONTRACTORS.

The Subrecipient's third party contractors shall indemnify and hold harmless the Department, its employees, agents and officials from and against any and all losses or liabilities incurred by the Department, that arise out of or are in consequence of the performance or nonperformance of this Subaward Agreement to the extent such losses or liabilities are due to the fault or negligence of such third party contractor. The Subrecipient shall include a provision to this effect in each contract it enters into with a third party contractor for purposes of this Subaward Agreement.

9. NO JOINT OR SEVERAL LIABILITY.

The parties agree that nothing contained in this Agreement is intended to imply or create any joint and several liability between the parties for the wrongful acts,

10. DISPOSITION OF PROPERTY AND OWNERSHIP OF GOODS.

Subrecipient may not sell, lease, exchange, lien, give away, or otherwise transfer or dispose of any interest in real or personal property acquired or improved with sub awarded grant or State funds hereunder ("Grant-Funded Property") unless the Maryland State Board of Public Works or Department and federal government gives prior written consent. This includes transfer or disposition to a successor or the merger, dissolution, or other termination of the existence of Subrecipient. Subrecipient shall give the Department written notice at least 60 days before any proposed transfer or disposition. When consenting to a transfer or disposition, the Department, with the consent of FEMA, may, in its sole discretion, require the Subrecipient to repay a percentage of the proceeds that are allocable to the Subaward of the grant. Further, the Department shall own all tangible drawings, designs, and work product created with grant or State funds, and shall be immediately provided the same, in the event of early termination of the Project or any event of default, and may utilize the services of another subrecipient or contractor to complete the Project, with a right of set off and demand against any unpaid reimbursement to Subrecipient, their subcontractors and employees.

11. REIMBURSEMENT AND ADVANCE OF FUNDS

The Department will reimburse the Subrecipient, not to exceed the Total Federal Grant Funds awarded, for eligible costs incurred for goods and/or services specified by this Subaward Agreement. The Department will process payment upon receipt of a completed "Request for Payment/Reimbursement" form and detailed supporting documentation (e.g., copies of invoices, schedules detailing expenditures) in accordance with state and federal requirements. Subrecipient may submit Request for Payment/Reimbursement forms monthly during the period of performance for costs incurred and documented in accordance with State of Maryland and federal accounting and procurement standards, and may receive partial payments, up to the total amount of the Total Federal Grant Funds as set forth herein and as determined in the Department's reasonable discretion in accordance with the terms of the Subaward. The Department will not unreasonably withhold a legally compliant request for reimbursement that is approved by FEMA. The final reimbursement request is to be submitted no later than sixty (60) days following the Period of Performance End Date. The Subrecipient will require contractors and vendors to comply with all State and federal laws and requirements for the Subaward, as applicable, as a condition of reimbursement for work performed in a workmanlike and professional manner.

A. Subrecipient Management Costs (SRMC). If the Subrecipient receives SRMC, the Subrecipient shall track and submit any invoices separately from any invoices from project(s) identified in the Scope of Work.

B. Subrecipient may submit invoices for SRMC and project progress payments no more than once per month each. Subrecipients shall submit an invoice ~~3 at~~ ⁹

minimum once every other quarter unless a good faith explanation is provided to MDEM. To be considered for reimbursement with Grant Funds, Subrecipient shall complete and submit a copy of the Grant Expenditure Report and Invoice template provided by the Department, as well as all associated Supporting Documentation. Supporting Documentation includes but is not limited to vendor, contractor, and/or subcontractor invoices, receipts, and/or bills of sale; timekeeping records.

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12. FAILURE TO COMPLETE PROJECT; PROJECT RESULTS

Should the Subrecipient fail to complete this Project, and default in part or in whole, within the Period of Performance, the Department may, at its discretion, terminate this Subaward Agreement, and exercise its rights hereunder, including the recovery of all funds paid to the Subrecipient for costs that are found to be ineligible for any work completed, and Department reserves the right to take any additional actions in law or equity. Ineligible costs are defined as any costs incurred in violation of this Subaward Agreement, the Application, State or federal law or regulation, or costs for which FEMA will not reimburse the Department due to an act or omission of the Subrecipient. Project termination and recovery of funds will be undertaken in accordance with the provisions of 2 C.F.R. § 200.339 to § 200.343, the requirements of the Grant Subaward, and Maryland law. However, the parties will first work in good faith to reasonably resolve any disputes in a reasonable time frame.

13. PERFORMANCE REPORTING REQUIREMENTS

The Subrecipient agrees to submit to the Department quarterly performance reports in the format specified by the Department. Reports are due each quarter no later than: January 15, April 15, July 15, and October 15. Subrecipient shall utilize the Quarterly Report template provided by the Department.

14. SUBAWARD CLOSEOUT REQUIREMENTS

The Subrecipient agrees to submit to the Department a final report in the format specified by the Department. The final report is due no later than sixty (60) days after the Period of Performance End Date. The Subrecipient agrees to assist the Department in meeting its close-out obligations under the Grant Subaward and federal law, including 2 C.F.R. § 200.344 and the FEAM HSGP Guidance.

15. CONDITIONS AFFECTING THE WORK

The Subrecipient shall be responsible for having taken steps reasonably necessary to ascertain the nature of and location of the work and the general and local conditions which can affect the work or the cost thereof. Any failure by the Subrecipient to do so will not relieve the Subrecipient of responsibility for successfully performing the work without additional expense to the Department. The Department is not responsible for any representation or purported agreement concerning conditions or grant requirements made by any Department employee or representative prior to the execution of the Subaward Agreement, unless such understanding or representation is expressly stated in the Subaward Agreement.

16. LEGAL NOTICES

Legal Notices under this Subaward Agreement shall be deemed delivered when deposited either in the United States mail, postage paid, certified, return receipt requested; or with a common carrier, overnight, signature required, to the appropriate address below for the Subrecipient. Notice given in any other manner shall be deemed effective only if and when received by the party to be notified. Notice to the Department shall be served to the Office of the Attorney General for the State of Maryland in accordance with State law by the Subrecipient. Either party may change its address for receiving legal notice by notifying the other party in writing.

17. GOVERNING LAW, VENUE, FORUM AND JURISDICTION

This Subaward Agreement shall be governed by and construed in accordance with the laws of the State of Maryland. The Subrecipient hereby agrees, without objection, to venue, forum and exclusive jurisdiction in the State Courts of the State of Maryland for any dispute arising from this Subaward Agreement, notwithstanding any choice of law provisions or disputes.

18. LAWS TO BE OBSERVED

The Subrecipient shall keep fully informed of all federal, State, and local laws, ordinances, rules and regulations and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any manner affect those engaged or employed on the work, or which in any way affect the conduct of the work relating to this Project and using any funds from the Department. The Subrecipient shall always observe and comply with all such laws, rules, ordinances, regulations, orders, and decrees. Whenever the grant documents require the Subrecipient to comply with provisions of Federal, State, or local laws, regulations, ordinances or codes, Subrecipient must comply whether such laws, regulations, ordinances or codes are expressly incorporated into the Subaward Agreement or not.

19. FEDERAL AND STATE GRANT REQUIREMENTS

- A. Incorporation of Federal Terms. This subaward is funded by the U.S. Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA) HSGP Grant Program under Assistance Listing #97.067. The Subrecipient agrees to comply with all applicable terms of the award to Recipient (MDEM), the FY 2025 DHS Standard Terms and Conditions, the Notice of Funding Opportunity ("NOFO"), and all related federal law and guidance regarding the grant, all of which are hereby incorporated into this Subaward Agreement, and the Subaward made hereunder, by reference.
3. General Compliance: The Subrecipient shall perform this Agreement in accordance with all applicable Maryland and federal laws and regulations. The Subrecipient shall ensure that all tasks performed under this Agreement are compliant with the

requirements of the Federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (set forth in 2 CFR Part 200) as well as the specific terms of the Federal Award Identification (FAIN) associated with this subaward.

C.

Sub-recipient Responsibility: The Subrecipient shall be bound to the Recipient (MDEM) in the same manner and to the same extent as the Recipient is bound to FEMA. Any reference to "Recipient" in the Federal Terms and Conditions shall, for the purposes of this Subaward, mean "Sub-recipient," and any reference to "FEMA" or "Government" shall mean MDEM.

D. Order of Precedence: In the event of a conflict between the provisions of 2 CFR Part 200 and the Annotated Code of Maryland or COMAR, the federal regulations shall prevail regarding the expenditure of federal funds, provided that the Subrecipient must always satisfy the more restrictive compliance standard where no direct conflict exists

20. ADDITIONAL FEDERAL LAW REQUIREMENTS

Subrecipient agrees that throughout the term of this Subaward Agreement, it shall adhere to the following:

A. Debarment and Suspension: The Subrecipient certifies that it is not debarred, suspended, or otherwise excluded from participation in federal assistance programs.

B.

Access: The Subrecipient agrees to provide FEMA access to its records, accounts, documents, information, facilities, and staff pursuant to 2 C.F.R. § 200.337.

C.

Lobbying: 18 U.S.C. 1913 and section 1352 of P.L. 101-121 require that all prospective and present sub applicants (this includes all levels of funding) who receive more than \$100,000 in federal funds must submit the form "Certification Against Lobbying". It assures, generally, that recipients will not lobby federal entities with federal funds, and that, as is required, they will disclose other lobbying on form SF- LLL.

D.

Single Audit: OMB 2 CFR 200, Subpart F, Audit Requirements requires that applicants (both recipients and subrecipients) which expend a total of \$750,000 or more in federal assistance shall have a single or program specific audit conducted for that year in accordance with the provisions of the Single Audit Act of 1984, P.L. 98-502, and the Single Audit Act Amendments of 1996, P.L. 104-156. and the Office of Management and Budget (OMB) 2

E.

Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. Sec. 791 et seq.) and implementing regulations (41 C.F.R. 60-741, as amended) prohibits discrimination based on disability in all federally assisted programs and activities. Subrecipient agrees to comply with Sections 503 and 504 of the Rehabilitation Act of 1973. Subrecipients of \$10,000 or more (on any level) further agree to include in their contract/subcontract language in bold text on the requirements of Sections 503 and 504 as follows:

This contractor and subcontractor shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.” 41 C.F.R. § 60-741.5(d).

F.

Subrecipient agrees to comply with Title VI of the Civil Rights Act of 1964 and shall not discriminate in participation by race, color, or national origin.

G.

Subrecipient agrees that it will not discriminate on the basis of age according to the requirements of the Age Discrimination Act of 1975.

21. ADDITIONAL STATE LAW REQUIREMENTS

Subrecipient agrees that throughout the term of this Subaward Agreement, it shall adhere to the following:

- A. Commercial Non-Discrimination: The Subrecipient will comply with the State’s Commercial Non-discrimination Policy, as described under Title 19 of the State Finance and Procurement (“SFP”) Article of the Annotated Code of Maryland including but not limited to SFP § 13-219 and COMAR 21.07.01.08. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.
- B. Procurement Standards: The Subrecipient agrees that all contract, grant and procurement transactions will be carried out in a manner consistent with the Subrecipient’s procurement process as long as that process meets or exceeds the federal procurement standards established in 2 C.F.R. § 200.318, the State of Maryland’s procurement and grant standards in the Maryland SFP Article of the Annotated Code of Maryland, and Title 21 of the Code of Maryland Regulations (“COMAR”), as in effect on the date of execution of this Subaward Agreement, including specifically the mandatory terms and conditions set forth in Subtitle 7, Subtitle 9 and Subtitle 11 of Title

21 of COMAR. Provided, however, that the federal procurement standards shall control in the event of a conflict and any State procurement standards shall only be required as applicable by law. A legally required State of Maryland requirement shall not be deemed a conflict if it is more stringent, but in the event of a direct conflict, the federal procurement standard shall control. It shall be incumbent on the Subrecipient to establish and prove such conflicts.

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- C. Labor and Regulatory Compliance. The Subrecipient is responsible for proving compliance with (or exemption from): Maryland Living Wage and Prevailing Wage laws; the federal Davis-Bacon Act; the State's Workers' Compensation Act, and all federal and State wage and hour or employment/labor laws. Any work performed contrary to such laws or regulations is at the Subrecipient's sole expense. The State is not liable for interpretations or orders made by local or federal officials, and no additional compensation will be provided for the costs of such compliance.
- D. Conflict of Interest: The Subrecipient will comply with the Conflict of Interest provisions of MD. Code SFP § 13-212: Subrecipients must affirm they have no conflict of interest as defined by the State Ethics Commission.
- E. Anti-bribery: The Subrecipient certifies it has not been convicted of bribery or conspiracy to bribe under COMAR 21.07.01.23.
- F. Financial Disclosure: The Subrecipient shall comply with the provisions of Md. Code Ann., General Provisions § 5-601 and COMAR 21.07.01.19.
- G. Political Contribution Disclosure: The Subrecipient will comply with Md. Code Ann., Election Law §§ 14-101—14-108 and COMAR 21.07.01.20.
- H. Retention of Records: The Subrecipient shall retain all records related to this Agreement for a period of no less than three (3) years after final payment, or as required by COMAR 21.07.01.21, whichever is longer, for inspection by the State of Maryland and the Office of Legislative Audits.

22. DEPARTMENT NOT SUBJECT TO LIMITATIONS

The Department is not bound by laches or any statute of limitations or repose, and Subrecipient may not assert laches, limitations, or a statute of repose as a defense against any claim or action brought by the Department.

23. MULTI-YEAR CONTINGENCY UPON APPROPRIATION (COMAR 21.07.01.10)

If the Maryland General Assembly fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this Subaward Agreement succeeding the first fiscal period, this Subaward Agreement

shall be canceled automatically as of the beginning of the fiscal year **ITEM 3** funds were not appropriated or otherwise made available; provided, however, that this will not affect either the Department's rights or the Subrecipient's rights under any termination clause in this Subaward Agreement. The effect of termination of the Subaward Agreement hereunder will be to discharge both the Subrecipient and the Department from future performance of the Subaward Agreement, but not from their rights and obligations existing at the time of termination. The Subrecipient shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the Subaward Agreement. The Department shall notify the Subrecipient as soon as it has knowledge that funds may not be available for the continuation of this Subaward Agreement for each succeeding fiscal period beyond the first. The Subrecipient shall notify any subcontractor paid with Department funds of this clause.

24. INSURANCE- SUBRECIPIENT & CONTRACTORS, SUBCONTRACTORS

A. SELF INSURANCE, REQUIRING PROOF AND IN AMOUNTS REQUIRED BY THE STATE

Within 30 days of execution of this Subaward Agreement, Subrecipient shall provide proof of coverage and all policies for commercial general insurance (or self-insurance where applicable). Coverage shall be provided for the entirety of the project if the project is \$1,000,000 or less in total federal share dollars, or at least fifty percent (50%) of the project if the total federal share dollar is over \$1,000,000. Coverage shall include, where applicable, workers compensation, personal injury, and other categories in such form and amounts as required by the Department and the State of Maryland. Additionally, the Department reserves the right to review each project over \$1,000,000 in total project cost to verify the requisite insurance coverages. Proof of self-insurance provided by a government entity shall be under the discretion of the State of Maryland. Such insurance must name the Department as an insured, unless otherwise waived. Payment and performance bonds shall be required as set forth below, unless otherwise waived by the Department and proof of the same shall be provided to the Department.

Subrecipient shall also require its subcontractors and assigns to provide Subrecipient insurance for work performed with Department and federal funding. Subrecipient's insurer must be authorized to issue the policy in the State and (i) each such policy shall by its terms name the Department as an additional loss payee thereunder, (ii) be considered primary and noncontributory with respect to any other insurance, if any, provided by the Department, (iii) be cancelable only on at least 30 days written notice to Subrecipient and to the Department. On request, Subrecipient shall, provide the Department or its designee with satisfactory evidence of insurance. Proceeds of insurance required by this paragraph may be applied as the Department, in its sole discretion, shall determine toward replacement of grant funded property or toward repayment of the Grant to the Department. The Department in its sole discretion may determine that Subrecipient may self-insure for a portion or all of the Project paid for with the subaward.

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The Subrecipient, its assigns, delegates and contractors, shall maintain, at a minimum, the insurance coverages outlined below, or any minimum requirements established by law if higher, for the duration of the Subaward Agreement including option periods, if exercised:

The following type(s) of insurance and minimum amount(s) of coverage are required:

- I. Commercial General Liability - of \$1,000,000 combined single limit per occurrence for bodily injury, property damage, and personal and advertising injury and \$3,000,000 annual aggregate. The minimum limits required herein may be satisfied through any combination of primary and umbrella/excess liability policies.
- II. Errors and Omissions/Professional Liability - \$1,000,000 per combined single limit per claim and \$3,000,000 annual aggregate.
- III. Cyber Security / Data Breach Insurance – The Subrecipient shall possess and maintain throughout the term of the Subaward Agreement and for three (3) years thereafter, cyber risk/ data breach insurance (either separately or as part of a broad Professional Liability or Errors and Omissions Insurance) with limits of at least five million dollars (\$5,000,000) per claim. Any "insured vs. insured" exclusions will be modified accordingly to allow the State additional insured status without prejudicing the State's rights under the policy(ies). Coverage shall be sufficiently broad to respond to the Subrecipient's duties and obligations under the Subaward Agreement and shall include, but not be limited to, claims involving privacy violations, information theft, damage to or destruction of electronic information, the release of Sensitive Data, and alteration of electronic information, extortion, and network security. The policy shall provide coverage for, not by way of limitation, breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. This may be waived in the Department's discretion if sensitive or protected information is not being shared.
- IV. Workers' Compensation - The Subrecipient shall maintain such insurance as necessary or as required under statewide Workers' Compensation Acts, the Longshore and Harbor Workers' Compensation Act, and the Federal Employers' Liability Act, to not be less than one million dollars (\$1,000,000) per occurrence (unless a state's law requires a greater amount of coverage). Coverage must be valid in all states where work is performed.

The State of Maryland shall be listed as an additional insured on the faces of the certificates associated with the coverages listed above, including umbrella policies, excluding Workers' Compensation Insurance and professional liability.

All insurance policies shall be endorsed to include a clause requiring the insurance carrier to provide the Department, by certified mail, not less than thirty (30) days' advance notice of any non-renewal, cancellation, or expiration. The Subrecipient shall notify the Department in writing, if policies are cancelled or not renewed within five (5) days of learning of such cancellation or nonrenewal. The Subrecipient shall provide evidence of replacement insurance coverage to the Procurement Officer at least 15 days prior to the expiration of the insurance policy then in effect.

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Any insurance furnished as a condition of the Subaward Agreement shall be issued by a company authorized to do business in the State.

The recommended awardee must provide current certificate(s) of insurance with the prescribed coverages, limits and requirements set forth in this section within five (5) business days from notice of recommended award. During the period of performance for multi-year contracts, the Subrecipient shall provide certificates of insurance annually, or as otherwise directed by the Department.

The Subrecipient shall require any subcontractors to obtain and maintain comparable levels of coverage and shall provide the Department with the same documentation as is required of the Subrecipient

Where applicable, the Subrecipient shall provide performance bonds covering one hundred percent (100%) of the total estimated project cost for construction projects over \$100,000 and payment and materialmen bonds in the amount of fifty percent (50%) of the total anticipated labor cost. These shall be supported with documentation from the contractor. The Subrecipient must deliver such bonds with the substance and form set forth in COMAR 21.07.02.10 as may be required by the Code of Federal Regulations for federal awards.

25. AMENDMENT AND ASSIGNMENT

The Subaward Agreement may be amended only in a writing signed by an authorized party of the Department and Subrecipient. Subrecipient may not assign this Subaward Agreement without the prior written approval of the Department. If the Department approves an assignment, this Subaward Agreement shall bind Subrecipient's successors and assigns.

26. CERTIFICATION OF ACCURACY; EFFECT

The Subrecipient acknowledges and certifies that the information contained in this Subaward Agreement and all attachments is accurate to the best of the Subrecipient's knowledge and that the Subrecipient is the properly authorized signatory. This Subaward Agreement will remain in effect until it expires in accordance with its terms or is superseded or terminated by mutual written agreement of the Subrecipient and the Department.

27. AFFIRMATIONS AND CERTIFICATIONS

Certifications completed and submitted in the Subrecipient's Application shall satisfy the federal requirements. Subrecipients are required to execute an anti-lobbying and debarment certification and conflict of interest certification in accordance with Maryland law. Subrecipient hereby attests that all submissions and documentation provided during the Grant Subaward application process are and were properly authorized or are ratified by the signatory below.

I HEREBY AFFIRM THAT:

I hereby affirm that I am the duly authorized representative of the Subrecipient and that I possess the legal authority to make the following affirmations, certifications, or acknowledgements on behalf of the entity for which I am acting.

To the best of my knowledge, information, and belief, each of the affirmations, certifications, or acknowledgements contained in that certain agreement, grant, Subaward, or contract and the application for the funding, was executed by an authorized representative for the purpose of obtaining state and federal funding and remains true and correct in all respects, and as if fully set forth herein.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE FOLLOWING AFFIRMATIONS, CERTIFICATIONS, OR ACKNOWLEDGEMENTS ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

DEBARMENT AFFIRMATIONS

In accordance with the requirements of the State of Maryland and the United States Office of Management and Budget's Grants and Cooperative Agreements with State and Local Governments OMB 2 CFR 200.213, Suspension and debarment:

I HEREBY AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above entities, or any of its officers, directors, partners, or any of its employees directly involved in obtaining or performing contracts with public bodies, has ever been suspended or debarred (including being issued a limited denial of participation) by any public entity.

I FURTHER AFFIRM THAT:

The Subrecipient was not established, and it does not operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to Sections 16-101, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland; and the Subrecipient is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred entity.

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the Subrecipient, has knowingly entered into a contract with a public body under which a person debarred or suspended under Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction.

CERTIFICATION REGARDING LOBBYING

I HEREBY AFFIRM THAT:

(1) No State of Maryland or federal appropriated funds have been paid or will be paid, or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any federal contract the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement and the extension continuation, renewal amendment or modification of any federal contract, grant loan or cooperative agreement.

(2) If any funds other than State of Maryland or federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, the Maryland State legislature, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this State of Maryland and federal grant agreement, the undersigned shall complete and submit Standard Form LLL "Disclosure Form to Report Lobbying" in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contract, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. Maryland law requires this Affidavit. See Section 7-221 of the State Finance and Procurement Article, Annotated Code of Maryland.

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

BUSINESS AFFIDAVIT

I HEREBY AFFIRM THAT:

The Subrecipient is registered or qualified as required under Maryland Law or exempt as a governmental entity. I further affirm that the Subrecipient is in good standing both in Maryland and (IF APPLICABLE) in the jurisdiction where it is presently organized, and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation, and that if it does business under a trade name, it has filed a certificate with the State Department of Assessments and Taxation that correctly identifies that true name and address of the principal or owner.

I FURTHER AFFIRM THAT:

I am aware of, and the above named Subrecipient will comply with Election Law Article, Title 14§ 14-107, Annotated Code of Maryland, which requires that a

ITEM 3
governmental entity that has awarded a person a contract that causes the person to be doing public business (a contract in the amount of \$200,000 or more) shall require the person to certify that the person has electronically filed statements with the State Board of Elections disclosing the required financial and political contribution information, as well as certain specified information to include disclosure of beneficial ownership, as set forth in § 14-103.1 and § 14-104.

CONFLICT OF INTEREST POLICY

A. "Conflict of interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the State, or the person's objectivity in performing the work envisioned under this Grant subaward is or might be otherwise impaired, or a person has an unfair competitive advantage. Examples of potential conflict of interest include, but are not limited to, holding an executive position, director position, or equity over a certain dollar amount in a company that stands to benefit from award-related activities, receiving financial compensation in the form of consulting payments or payment for services from a company that stands to benefit from award-related activities, or intellectual property rights or royalties from such rights whose value may be affected by the outcome of award-related activities.

B. 2 CFR Section 200.112 requires federal awarding agencies to establish conflict of interest policies for federal awards. 2 CFR Section 200.318(c) further requires that non-Federal entities, e.g., a State or local government, federally-recognized tribe, institution of higher education, or nonprofit organization that carries out a federal award as a Recipient or Subrecipient, must maintain written standards of conduct covering conflicts of interest and governing the performance of its employees engaged in the selection, award, and administration of contracts as required in 2 CFR Section 200.318, and disclose any potential conflict of interest to the federal awarding agency in accordance with federal awarding agency policy.

C. 2 CFR Section 200.318 provides that no employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-Federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts.

D. Furthermore, if the non-Federal entity has a parent, affiliate, or subsidiary organization (that is not a State, federally-recognized tribe, or local government), then the non-Federal entity must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest occur when the non-Federal entity is unable, or appears to be unable, to be impartial in conducting a procurement action involving a related organization because of relationships with a parent company, affiliate, or subsidiary organization.

ITEM 3
E. The attached Affidavit and Disclosure Statement enables the Subrecipient to document any relevant facts or circumstances now giving rise or which could, in the future, give rise to a real or apparent conflict of interest or an organizational conflict on the part of the Grantee or its contractors.

I HEREBY AFFIRM that I am the duly authorized representative of the Subrecipient. I further affirm that I possess the legal authority to make this Affidavit and Disclosure Statement ("Affidavit") on behalf of myself and the entity for which I am acting.

I FURTHER AFFIRM THAT on behalf of the Subrecipient, I warrant that, except as disclosed in §3, below, there are no relevant facts or circumstances now giving rise or which could, in the future, give rise to a real or apparent conflict of interest or an organizational conflict.

I FURTHER AFFIRM that the following facts or circumstances give rise or could in the future give rise to a real or apparent conflict of interest or an organizational conflict.

I FURTHER AFFIRM that the Subrecipient shall be responsible for complying with the Conflict of Interest Policy and for ensuring that its contractors, if any, follow the requirements of the Conflict of Interest Policy.

I FURTHER AFFIRM that if an actual or potential conflict of interest arises after the date of this affidavit, the Subrecipient shall immediately make a full disclosure in writing to the MDEM program officer of all relevant facts and circumstances. This disclosure shall include a description of actions which the Subrecipient has taken and proposes to take to avoid, mitigate, or neutralize the actual or potential conflict of interest. If the Grant has been awarded and performance of the Grant has begun, the Subrecipient shall continue performance until notified by the State of any contrary action to be taken.



TIMOTHY MULLIGAN
WARDEN

Worcester County Jail
P.O. BOX 189
SNOW HILL, MARYLAND 21863
TEL: 410-632-1300
FAX: 410-632-3002

SHYTINA DRUMMOND
ASSISTANT WARDEN

LATOYA EVERETT
ASSISTANT WARDEN

MEMORANDUM

TO: Worcester County Commissioners

FROM: Timothy Mulligan

DATE: July 2, 2026

RE: Hotel Accommodations

I am submitting a request for approval for the county to cover the costs of three hotel room reservations at the Ashore Hotel and Conference Center in Ocean City, Maryland from June 2nd to June 5th, 2026. The reservations were for the Warden and two Assistant Wardens. This expense was budgeted under Travel, Training & Expense Meetings/Conferences Shows (GL7000.100) and will cost \$1653.30.

The purpose of this request is to allow the Warden and two Assistant Wardens to attend the Maryland Correctional Administrators Association (MCAA) Officer of the Year Awards Banquet and Networking and Training Conference. Worcester County's Officer of the Year was recognized. Attendance provided valuable training, networking opportunities with correctional professionals across Maryland, and support for recognizing excellence in the corrections profession.

Sincerely,

A handwritten signature in black ink, appearing to read "T. Mulligan", is written over a horizontal line.

Timothy Mulligan, Warden



TUESDAY JUNE 2

7:30 am	Swing for Scholarships - MCAA Scholarship Fund Golf Tournament. Registration begins at 7:30 am; Shotgun Tee-Off at 8:30 am
7:00 pm - 9:00 pm	Sponsored Event Available - <i>Dune/Shore Deck</i> . *Inquire for details!*
9:00 pm - 11:00 pm	Conference Attendee & Exhibitor(s) - Hospitality Suites Open - <i>Cabanas 205, 206 and 207</i>

WEDNESDAY JUNE 3

8:00 am - 4:00 pm	Exhibitor Registration & Set-Up - <i>Conference Center Lobby</i>
8:00 am - 4:00 pm	Conference Attendee Registration - <i>Conference Center Lobby</i>
4:30 pm - 6:30 pm	Exhibitor Hall Open! President's Opening Reception
5:30 pm - 6:00 pm	Officer / Employee of the Year Orientation - <i>Seaside Conference Rooms 1, 2 & 3</i>
6:30 pm - 8:30 pm	Seafood Feast - <i>Banquet Hall</i> (Admission Ticket Required/ Must make selection during registration)
8:00 pm - 11:00 pm	Conference Attendee / Exhibitor(s) - Hospitality Suites Open - <i>Cabanas 205, 206 and 207</i>

THURSDAY, JUNE 4

7:00 am - 9:30 am	Networking Breakfast and Coffee for Conference Attendees & Exhibitors - <i>Hospitality Suites</i>
8:00 am - 2:00 pm	Exhibitor Hall Open
10:30 am - 12:00 pm	Exhibitor Door Prizes will be given away approximately every 15 minutes based on the number of door prizes provided. <i>Must be a registered conference attendee and present to win!</i>
11:30 am - 1:00 pm	Lunch in Exhibitor Hall
12:30 pm - 1:30 pm	Challenge Coin and Patch Swap - <i>Terrace Lobby (In front of Exhibitor Hall)</i>
2:00 pm - 5:00 pm	Training and Information Sessions TBD - <i>Seaside Conference Rooms</i>
6:00 pm - 7:00 pm	Officer / Employee of the Year Photos with Wardens/Directors (<i>Location TBD</i>)
7:00 pm - 9:00 pm	Signature Ceremonies and MCAA Awards Banquet - <i>Banquet Hall</i> *Admission Ticket and Formal Business Attire or Agency Uniform Required Recognition of Scholarship Award Recipients Community Service Award Presentation Officer / Employee of the Year Award Presentations President's Award Presentations Induction of Lifetime Members DeWitt Award Presentation
9:00 pm - 11:00 pm	Celebration with Our Awardees! Conference Attendee & Exhibitor(s) - Hospitality Suites Open - <i>Cabanas 205, 206 and 207</i>

FRIDAY, JUNE 5th

7:00 am - 8:30 am	Networking Breakfast and Coffee for Conference Attendees & Exhibitors - <i>Hospitality Suites</i>
8:30 am - 11:00 am	Training and Information Sessions TBD - <i>Seaside Conference Rooms</i>
11:00 am - 11:30 am	MCAA Conference Prize Giveaways - <i>Seaside Conference Rooms</i> Must be a registered conference attendee with completed exhibitor passport and present to win!
11:30 am	MCAA President's End of Conference Remarks



Worcester County Department of Environmental Programs

Worcester County Government Center, 1 West Market Street, Rm 1306 | Snow Hill MD 21863

Tel: (410) 632-1220 | Fax: (410) 632-2012

Memorandum

To: Weston S. Young, P.E., ICMA-CM, Chief Administrative Officer
Candace Savage, CGFM, Deputy Chief Administrative Officer

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

Subject: Official Map Update – Critical Area Maps
Public Hearing Scheduling

Date: 7/14/26

The attached memo from Brian Soper, Natural Resources Administrator, summarizes the public review process to date, as well as the net gains/losses throughout the county within our Coastal and Chesapeake Bay watersheds. Staff have also worked with the Critical Area Commission staff to address language changes that pertain to permits currently in for review and the applicability of the updated Critical Area maps.

Maryland counties update their Chesapeake Bay Critical Area maps through a formal legislative process governed by the state. Following a comprehensive review, the state and local governments present draft maps for public comment. To officially adopt the new maps, our county resolution is the official legislative mechanism Worcester County will use to legally adopt refined, state-mandated Chesapeake and Atlantic Coastal Bays Critical Area boundaries. This process incorporates modernized GIS and satellite data into local law to regulate development in these areas.

As the Planning Commission has reviewed and recommended approval of these maps, at this time we are respectfully requesting the scheduling of a public hearing to formally adopt this comprehensive mapping update. Staff have taken the liberty of preparing a draft advertisement for this hearing as well as a draft resolution, which we have submitted under separate cover.

Please let me know if you have any questions regarding this item.

Attachments.



Worcester County

Department of Environmental Programs
Natural Resources Division

Memorandum

To: Robert Mitchell, Director

From: Brian Soper, Natural Resources Administrator

Subject: Map Update of the Atlantic Coastal Bays and Chesapeake Bay Critical Areas

Date: July 14, 2026

The Worcester County Critical Area maps are required to be updated after changes to the Critical Area law in 2008 by the General Assembly. The Critical Area Commission (“CAC”) officially has submitted the updated Critical Area maps for local approval. Their official letter is attached.

The updated maps can be viewed at the following website: <https://webmaps.esrgc.org/cbca/>

The update resulted in a net loss of 550 acres in the County's Critical Area. There are gains and losses of Critical Area throughout the County, but the largest loss is due to the transition of the Pocomoke River from tidal to non-tidal near Porter’s Crossing. The Chesapeake Critical Area had a net loss of 691 acres, while the Atlantic Coastal Bays Critical Area had a net gain of 141 acres.

Prior to receiving the updated maps CAC staff worked with County staff to review changes to the 1,000-foot boundary line over the course of several years. The following has occurred as part of this process:

1. November 6, 2024 - The CAC provided an update to the County Commissioners.
 - The presentation is attached and it should be noted that this was prior to additional field visits that resulted in additional changes to the map.
2. November 22, 2024 – The CAC sent notification letters to property owners affected by the 1% or greater gain in Critical Area on their property; 994 total.
3. January 15, 2025 – The CAC held a public meeting in Snow Hill.

4. May 9, 2025 – Site visits were conducted as requested by property owners following the public meeting.

5. June 25, 2025 – Official updated map was submitted to the County by the CAC.

6. May 19, 2026 – The County Commissioners referred the maps the Planning Commission for their review and recommendation.

7. June 4, 2026 – The Planning Commission provided a favorable recommendation for approval of the updated maps without changes to the County Commissioners.

An update of these maps does not change the County's allotted growth allocation acreage. The current acreage is below:

Atlantic Coastal Bays – 371.21 acres as of March 6, 2026

Chesapeake – 335.11 acres as of March 6, 2026

A draft resolution is attached that includes language to address permits currently in for review and the applicability of the updated Critical Area maps.

Natural Resources staff recommends approval of the updated Critical Area maps as submitted.

As noted above, this request is to introduce to the County Commissioners for their consideration at a public hearing for the updated Critical Area maps.

cc: David Bradford, Deputy Director of Environmental Programs

**WORCESTER COUNTY PLANNING COMMISSION
MEETING MINUTES – June 4, 2026**

amendment to rezone the petitioned area from A-2 Agricultural District to C-1 Neighborhood Commercial District consistent with the Comprehensive Plan based on a change in the character of the neighborhood, but not a mistake, and forward a **favorable recommendation** to the Worcester County Commissioners, with the condition that access shall be prohibited to MD Route 611 (Stephen Decatur Highway).

V. Critical Area Mapping Update

Mr. Brian Soper approached the table. Mr. Soper presented background information and an overview of the Critical Area map update process, including examples of changes to the Critical Area.

Mr. French and Mrs. Wimbrow provided comments on the proposed language for projects currently under review that are impacted by the map update. Following a discussion, Mr. Barbierri requested a motion on the item.

Mr. Hugh Cropper requested to comment on the maps but was informed by Mr. Barbierri that this was not a public hearing. Mrs. Drew stated that properties owners were notified previously and a public meeting was held by the Critical Area Commission where impacted property owners requested additional review of the Critical Area boundary on site. Mr. Soper confirmed Mrs. Drew's statement and clarified that the process for local adoption required the County Commissioners to hold a public hearing.

A motion was made by Mr. French to **recommend approval** of the updated Critical Area maps to the County Commissioners. The motion was seconded by Ms. Ott, and the motion was approved with no opposition.

VI. Miscellaneous

Mrs. Keener reminded the Planning Commission that a Work Session meeting was to be held on 6/11/2026 regarding the Comprehensive Plan.

VII. Adjourn

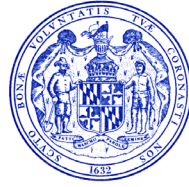
On a motion made by Mrs. Wimbrow and seconded by Mrs. Knight, the Planning Commission adjourned.

Mary Knight, Secretary

Ben Zito, DRP Specialist

Wes Moore
Governor

Aruna Miller
Lt. Governor



Erik Fisher
Chair

Nick Kelly
Executive Director

**STATE OF MARYLAND
CRITICAL AREA COMMISSION
CHESAPEAKE AND ATLANTIC COASTAL BAYS**

June 25, 2025

Mr. Bob Mitchell, Director
Department of Environmental Programs, Worcester County
One West Market Street, Room 1306
Snow Hill, Maryland 21863

RE: Transmittal of the Summary Draft Map of the Critical Area for Worcester County

Dear Mr. Mitchell:

The Critical Area Commission and the Department of Natural Resources have appreciated working with you and your staff to develop updated Critical Area Maps for Worcester County. This effort is required by House Bill 1253, passed in 2008.

A Summary Draft Map prepared by the Department of Natural Resources and the Critical Area Commission is hereby delivered to the county for formal adoption. (Detailed information about downloading the Summary Draft Map will be provided to you via email from our office). The regulations specify that the process of local approval shall be completed within 24 months of the date of transmittal. This letter serves as your official notification to begin the local review and adoption process.

As part of this update to the County's maps the definition of Critical Area in the County's Code may need to be revised to reference the newly adopted maps. The County may also want to consider whether interim provisions are necessary for those project approvals that are currently being reviewed but may not be approved prior to the adoption of the updated Critical Area boundary line. Commission staff are happy to provide additional guidance to your office about potential text changes.

Also, as you are aware, the County staff along with Commission staff, the Department of Natural Resources, and the Maryland Department of the Environment conducted additional field visits after the public meeting. Here is a summary of the results of those field visits.

- 1) Orchard Road –The tidal flow and vegetation found supported pulling the extent back and closer to the main channel of Beaverdam Creek. Drone photos were collected to support revising the tidal extent of the wetlands.

Page Two
June 25, 2025

- 2) Sinepuxent Road- The tidal flow, visible mud banks, and vegetation found supported pulling the extent back and closer to the main channel of Ayers Creek.
- 3) Unionville Road - The tidal flow and vegetation found supported pulling the extent back and closer to the main channel of Union Branch.
- 4) Assateague Road - The tidal flow, visible mud banks, and vegetation found supported pulling the extent back and closer to the main channel of Trappe Creek.
- 5) Gum Point Road - The tidal flow, visible mud banks, and vegetation supported keeping the pond and adjacent wetlands as tidal.
- 6) Harrison Road - The tidal extent was confirmed in the field and supported keeping the boundary as proposed.

Thank you for working so closely with the Department and the Commission during the development of the updated Critical Area Maps. Because of your efforts and the cooperation and hard work of you and your staff, we believe that we have created an excellent map product that will improve the efficacy of the Critical Area Program throughout the State. The Department and the Commission look forward to working with you during the review and adoption process over the coming months.

If you have any questions, please do not hesitate to contact Lisa Hoerger, the project manager for the Critical Area Mapping Update Project, at (410) 260-3478.

Sincerely,



Erik Fisher
Chair



Natalie Snider, Director
Watershed & Climate Service
Department of Natural Resources

cc: Mr. David Bradford, Deputy Director, Environmental Programs
Mr. Brian Soper, Planner, Environmental Programs
Mr. Kevin Coyne, Maryland Department of Natural Resources
Mr. Dave Foreman, Maryland Department of Natural Resources

Page Three
June 25, 2025

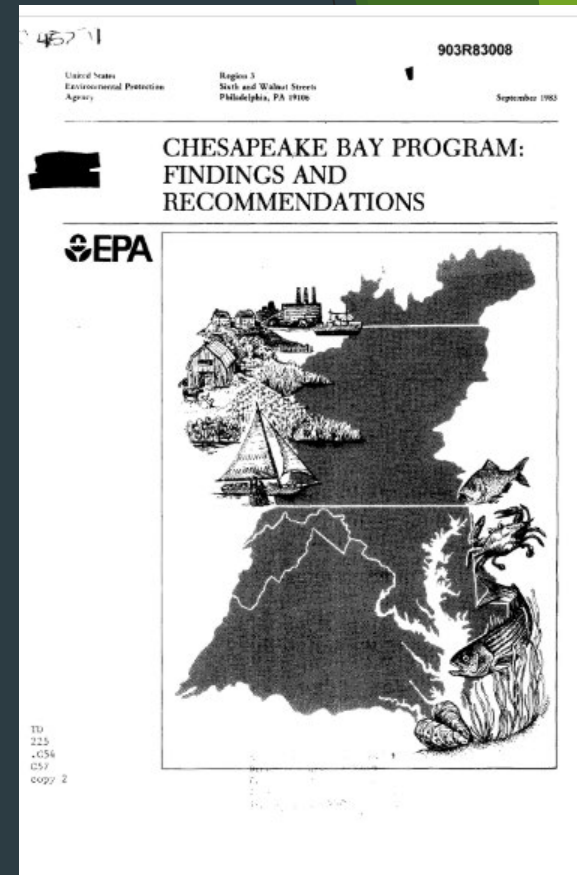
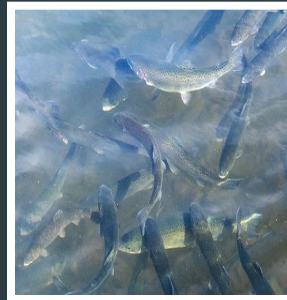
cc: Mr. Jon Stewart, Maryland Department of the Environment
Ms. Lauren McDermott, Eastern Shore Regional GIS Cooperative
Ms. Ryan Mello, Eastern Shore Regional GIS Cooperative
Dr. Michael Scott, Eastern Shore Regional GIS Cooperative
Ms. Lisa Hoerger, Critical Area Commission

Critical Area Mapping Update Project Worcester County Commissioners November 6, 2024

Critical Area Commission for the
Chesapeake and Atlantic Coastal Bays

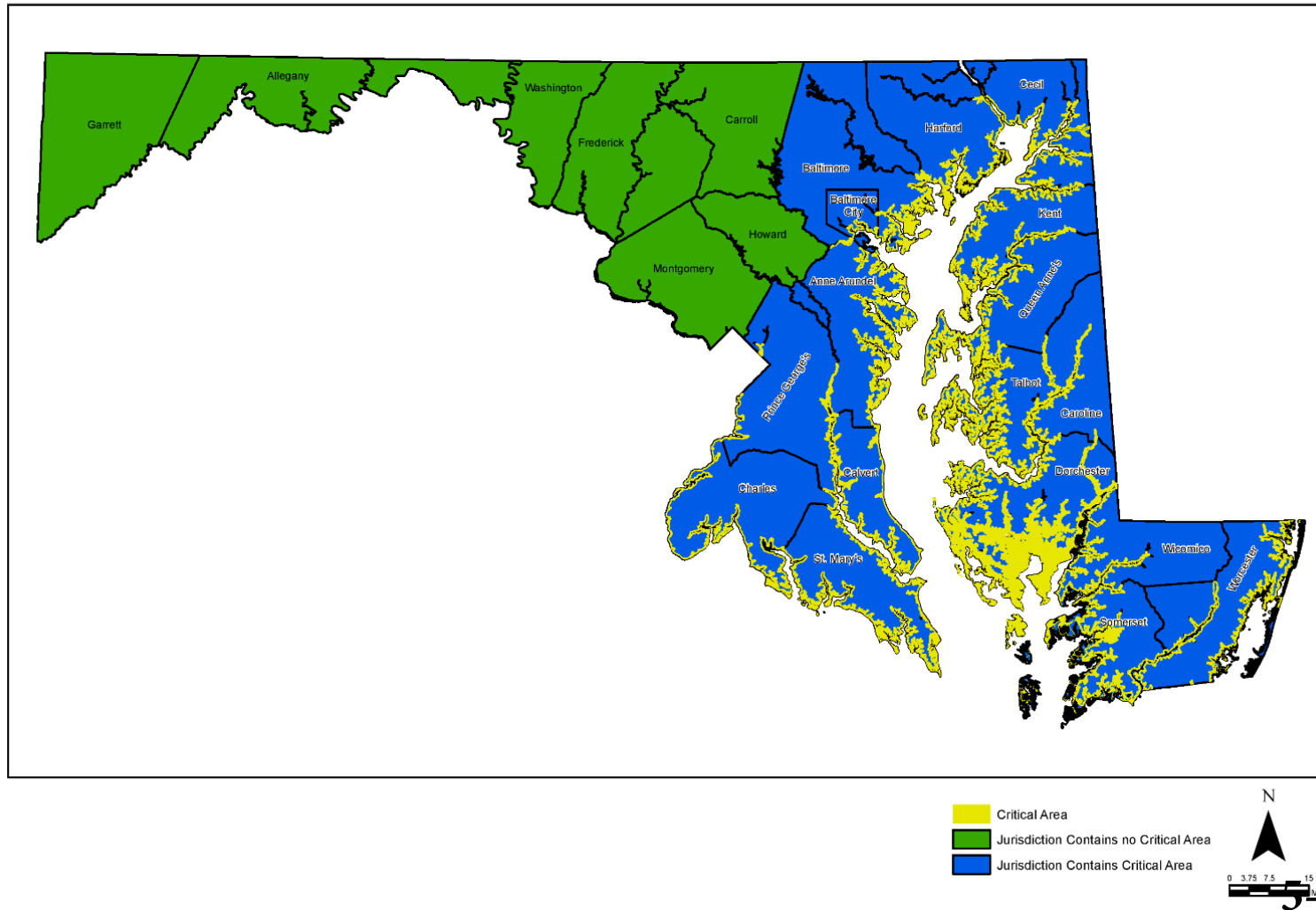
What Is the Critical Area Program?

- Based on Chesapeake Bay Critical Area Act passed in 1984
- Land use and resource protection program implemented at the local level
- Involves additional regulatory requirements for development activity and changes in land use within the Critical Area



Where Is the Critical Area?

Maryland Critical Area

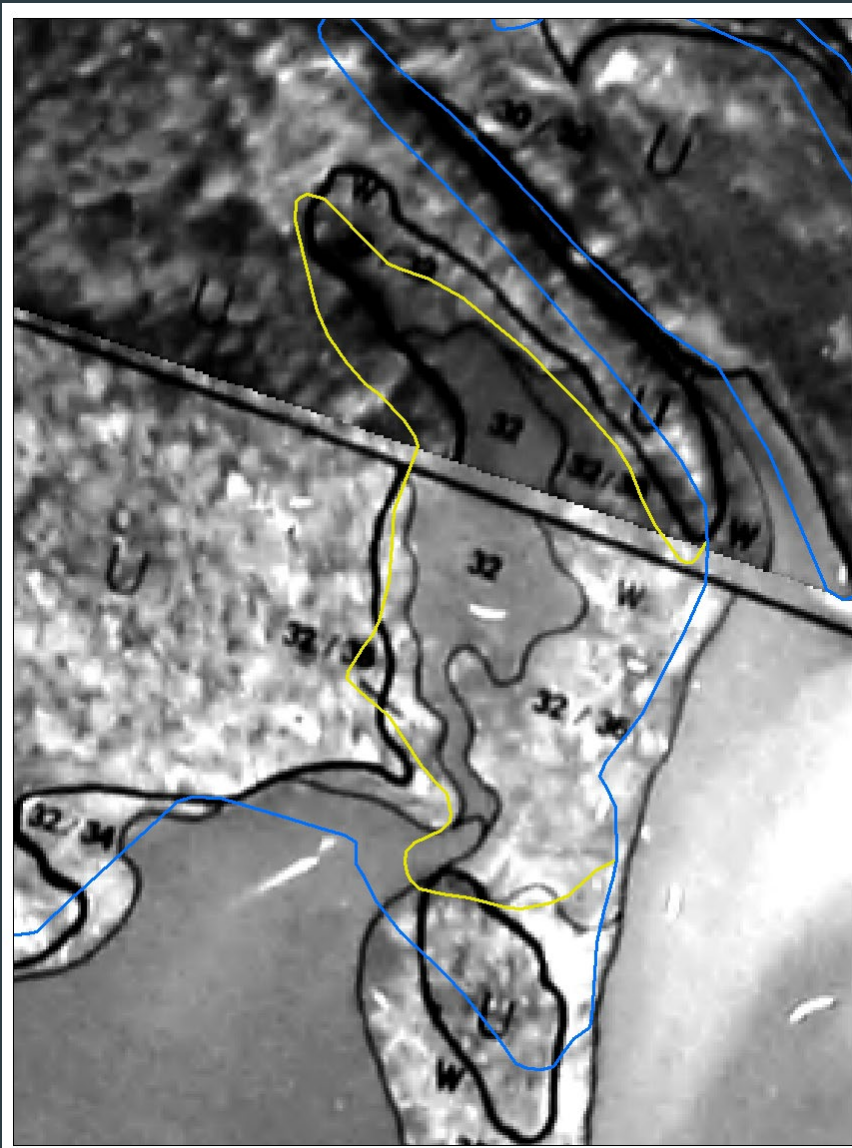


House Bill 1253 – Mapping Provisions

ITEM 5

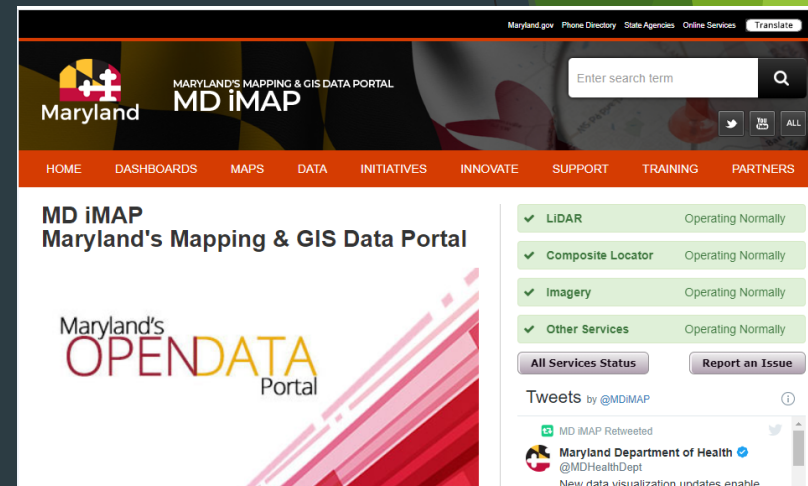
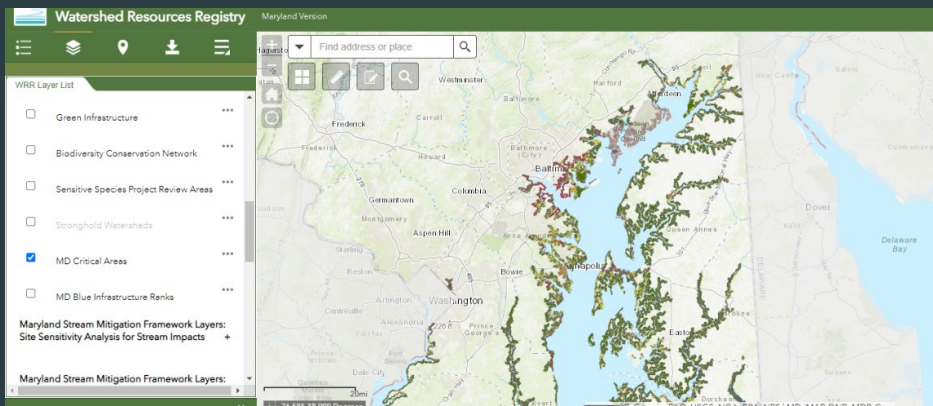
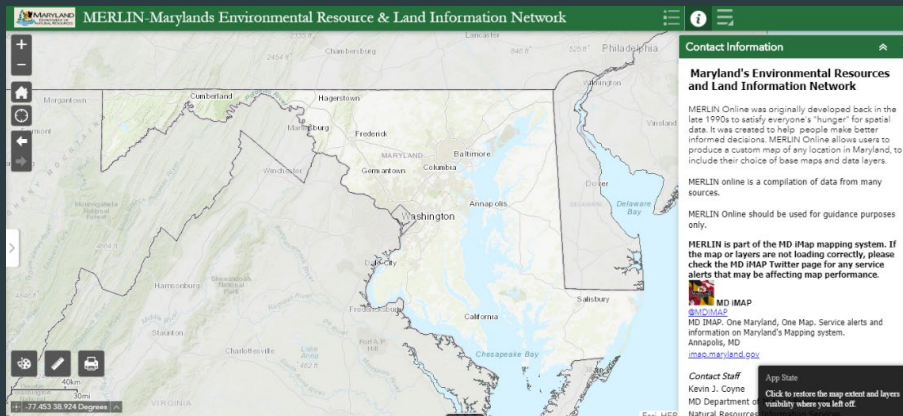


Why Update Now?

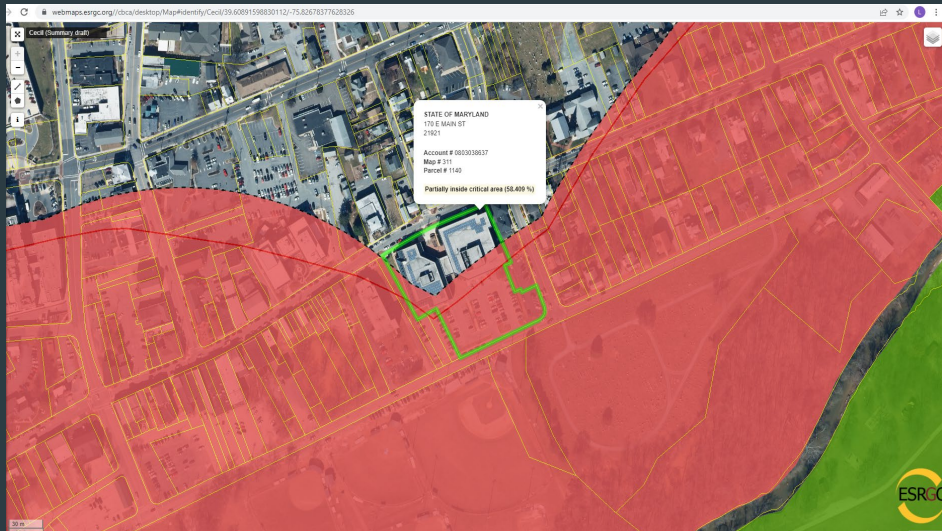


1972 State Tidal
Wetlands Map –
Flown in the 1960's

Why Update Now?



Notice To Affected Property Owners



dnr.maryland.gov/criticalarea/pages/map_update.aspx

Maryland.gov

- Shore Erosion Control
- Forms
- Local Government Materials
- Compliance Contacts
- Commission Agenda
- Local Planner Training Information
- State Consultant Training Information

Map Update Project

- Overview
- Process
- Pilot Project

Critical Area Boundary Map Viewer

Public Information Meetings

There are no public meetings scheduled at this time. However, if you want to learn more about this process because you received a letter from our office or are just seeking general information, please watch the public information video.

Critical Area Mapping Update

What is the Critical Area?

- All waters of the Chesapeake Bay, the Atlantic Coastal Bays, and their tributaries to the head of tide.
- All land under these waters.
- All land within 1,000 feet of the landward edge of tidal waters and tidal wetlands.
- Approximately 11% of the State and 680,000 acres.

Watch on **YouTube**

Comments or Questions?

[Click here to submit your comments or questions.](#)

Wes Moore
Governor

Arana Miller
De Secretary

Erik Fisher
Chair

Katherine Charbonneau
Executive Director

**STATE OF MARYLAND
CRITICAL AREA COMMISSION
CHESAPEAKE AND ATLANTIC COASTAL BAYS**

Mapping Update Project
April 26, 2023
Page 2

I encourage you to attend the public meeting, so that State and local government staff can assist you with reviewing the maps and understanding how your property has been affected. You may register for attendance at the public meeting at https://dnr.maryland.gov/criticalarea/Pages/map_update.aspx.

If you are unable to attend the meeting and would like additional information about the mapping update project, your property, or future opportunities for public participation in the map review process, please contact one of the following:

Mary Phillips / Somerset County / (410) 651-1424 / mphillips@somersetmd.us
Catherine Skooter / Somerset County / (410) 651-1424 / gskoote@somersetmd.us
Charly Seger / Somerset County / (410) 651-1424 / csseger@somersetmd.us
Keith Lackie / City of Crisfield / (410) 713-3464 / keith.lackie@maryland.gov
Bob Cicconetti / Critical Area Commission / (410) 296-3460 / Bob.Cicconetti@maryland.gov

We look forward to the opportunity to discuss this important project with you.

Sincerely,

Erik Fisher
Erik Fisher
Chair, Critical Area Commission
Chesapeake and Atlantic Coastal Bays

HYROCK DUCK CLUB LLC
P.O. BOX 215
LEWIS, DE 19953

April 26, 2023

RE: Critical Area Mapping Update Project
10674 ANDERSON ROAD, Tax Account ID# 2001000098
Map: 0022, Parcel: 0199

Dear Property Owner:

You have received this notification because you own property in the Critical Area. Under direction from State law, the Critical Area Commission is working with local governments, including Somerset County, to update the Critical Area Boundary Map. The draft maps show that there is a change in the Critical Area boundary on your property.

The Critical Area is defined as those lands around the Chesapeake Bay and its tributaries that are measured 1,000 feet from the edge of tidal waters and tidal wetlands. Maryland established the Critical Area in 1984 to protect clean water and wildlife habitat, and effectively manage development near the shoreline in partnership with local governments. State law directs an update to the Critical Area maps every 12 years to ensure they remain accurate.

The first set of updated draft maps has been prepared for Somerset County. Due to the proximity of your property to tidal waters and wetlands, the 1,000-foot boundary line in the updated map either newly includes your property in the Critical Area, or includes more of your property in the Critical Area.

The maps are now available to the public for your review and comment. To learn about the Critical Area Mapping Update Project or view your property using our interactive map, go to https://dnr.maryland.gov/criticalarea/Pages/map_update.aspx. Also, please see the list of Frequently Asked Questions that has been included with this letter. A public information meeting to show the draft maps and related supporting documentation will be held on:

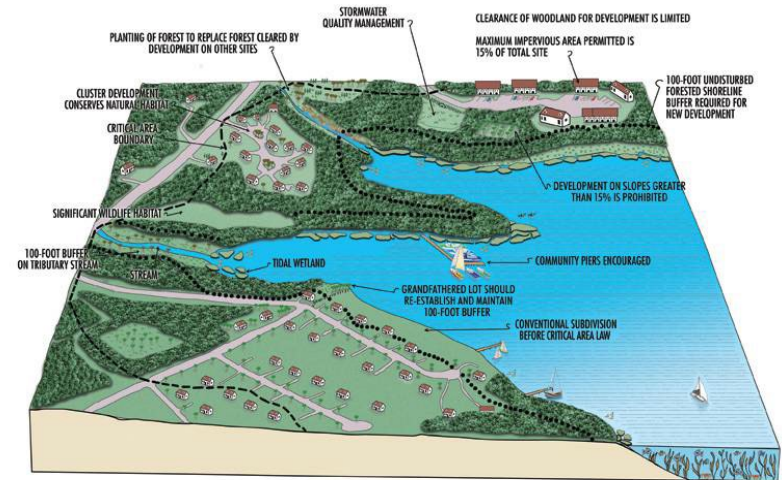
Wednesday, May 17, 2023
6:00 p.m.
Somerset County Civic Center
11529 Crisfield Lane
Pilot Creek, Maryland 21853

1034 West Street, Suite 105, Annapolis, Maryland 21401 • (410) 261-3460 • Fax: (410) 974-5338
dnr.maryland.gov/criticalarea • TTY: we will call via the Maryland Relay Service

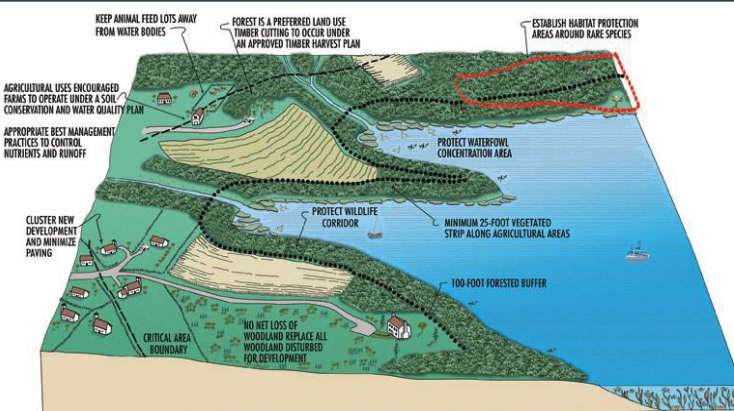
Critical Area Designations



INTENSELY DEVELOPED AREA (IDA)
RESIDENTIAL, COMMERCIAL, INDUSTRIAL AND INSTITUTIONAL USES DOMINATE



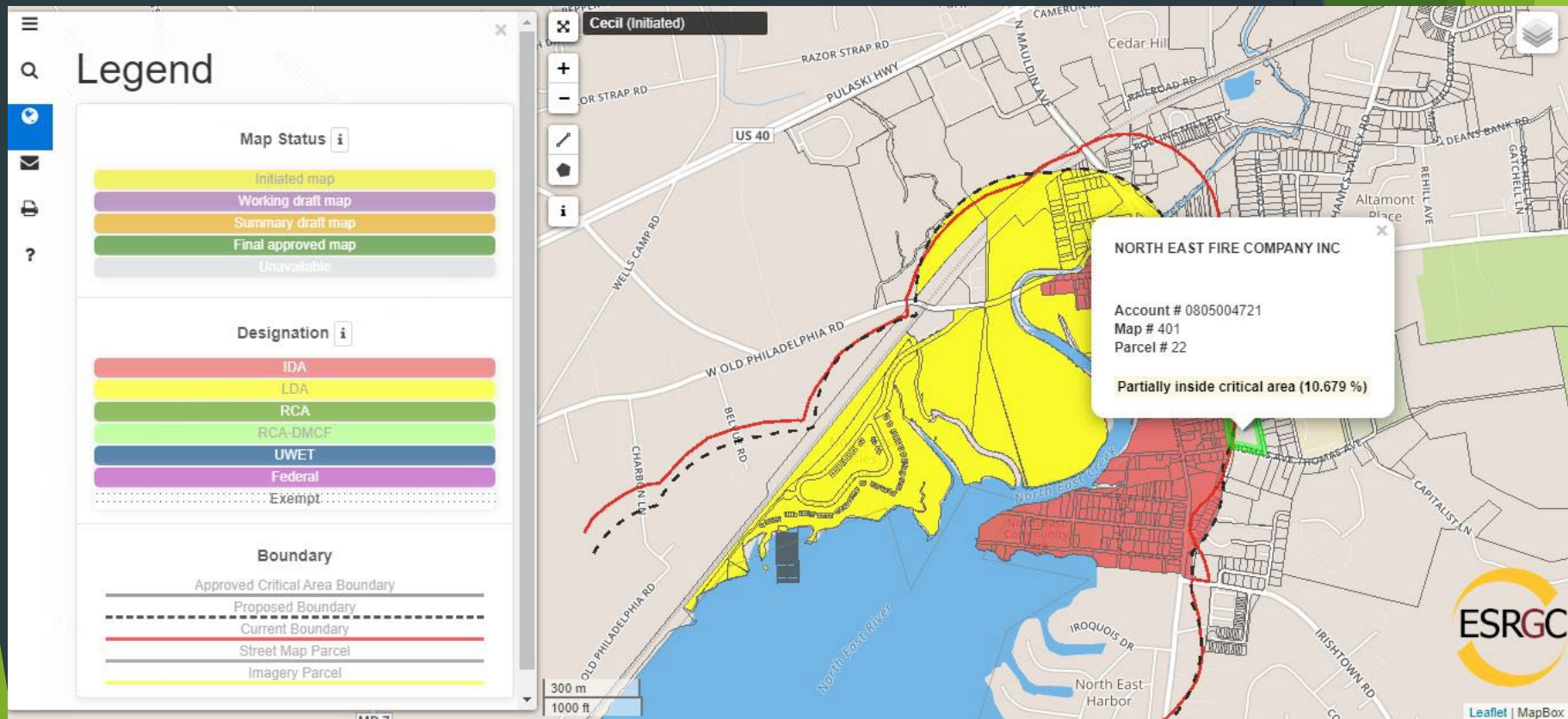
LIMITED DEVELOPMENT AREA (LDA)
LOW OR MODERATE INTENSITY DEVELOPMENT IS PERMITTED



RESOURCE CONSERVATION AREA (RCA)
NATURAL ENVIRONMENT PREDOMINATES

What Does this Mean for My Property?

- Future development or redevelopment is subject to the County's Critical Area requirements.



Critical Area Mapping Update Project

ITEM 5



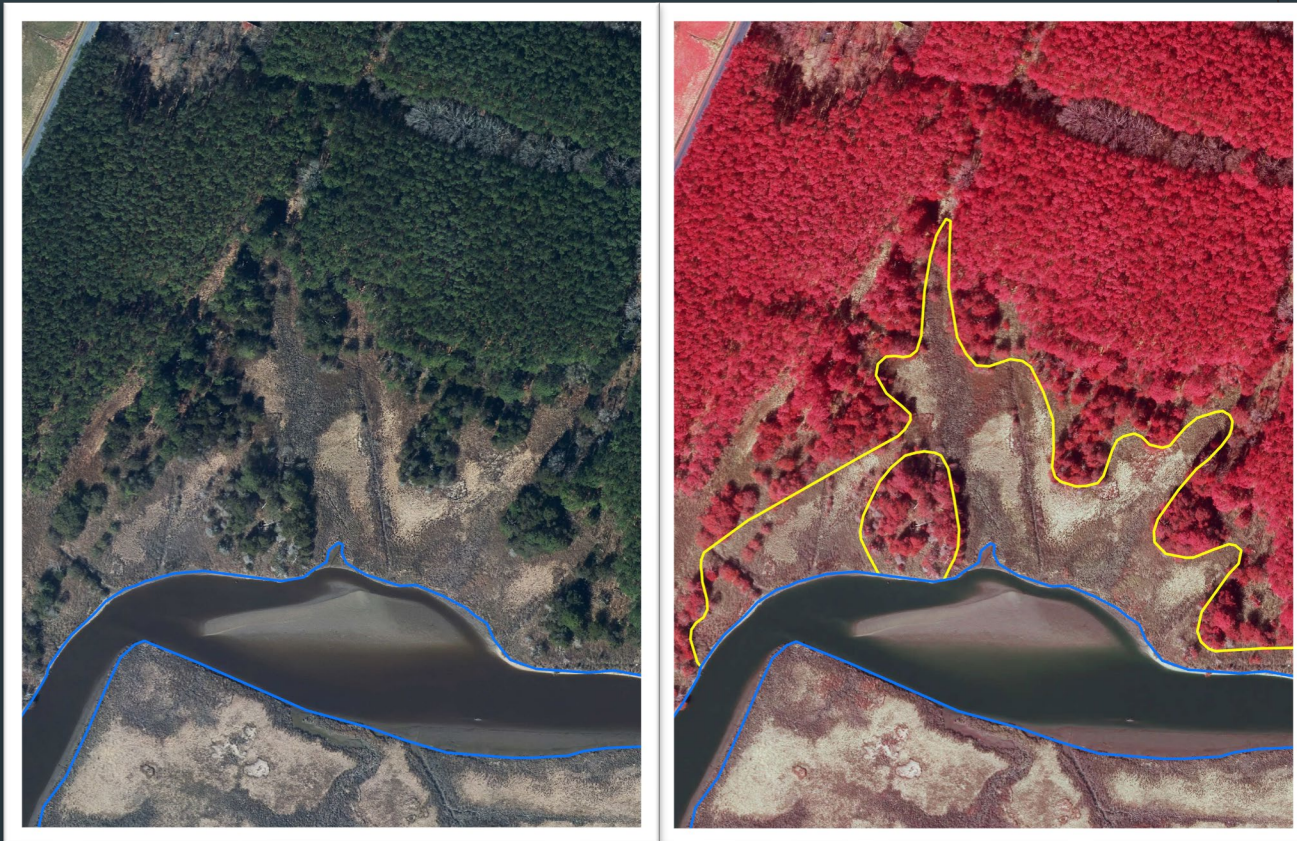
- Pilot Project
- Compile data sources
- Digitize shoreline, tidal wetlands, and the Critical Area
- Create web application
- Manage project

Mapping Process

Digitize Shoreline/Wetlands

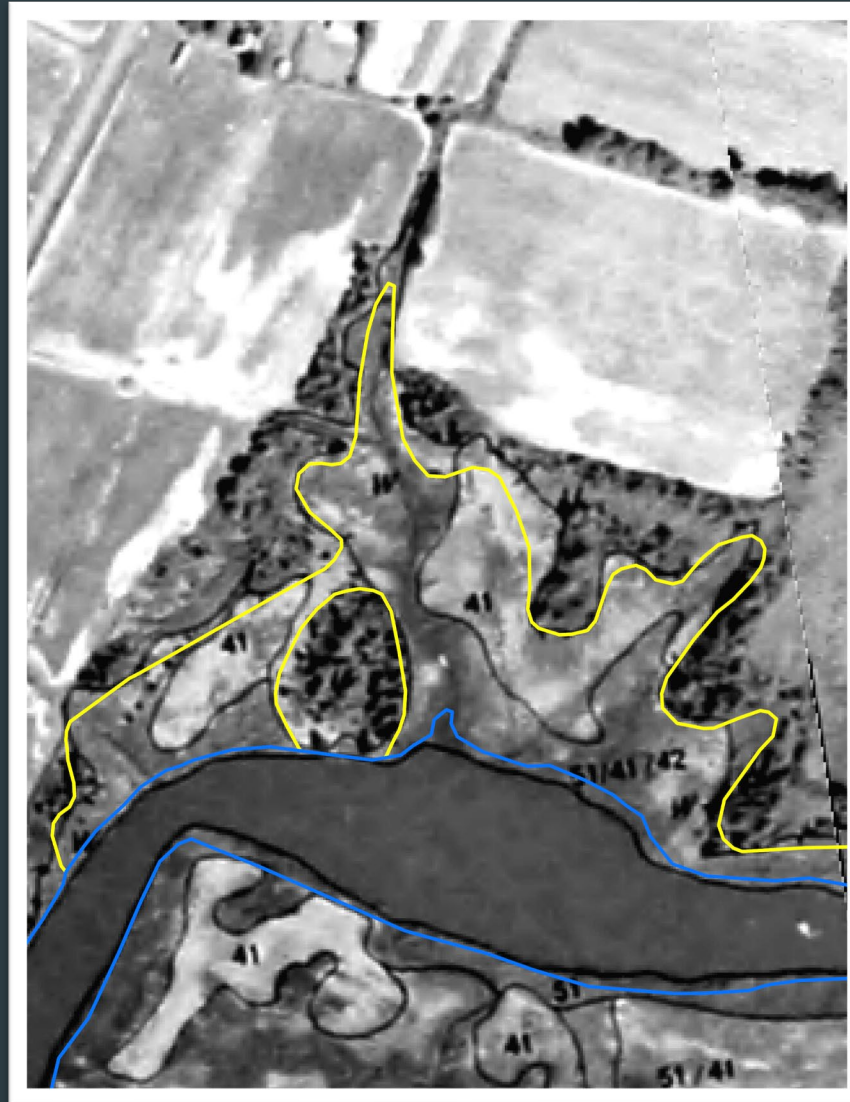
Factors to Consider:

- Consideration given to tree canopy / shadows
- Location of water at time of image capture
- Multiple data sources needed to confirm
- Vegetation patterns



Mapping Process

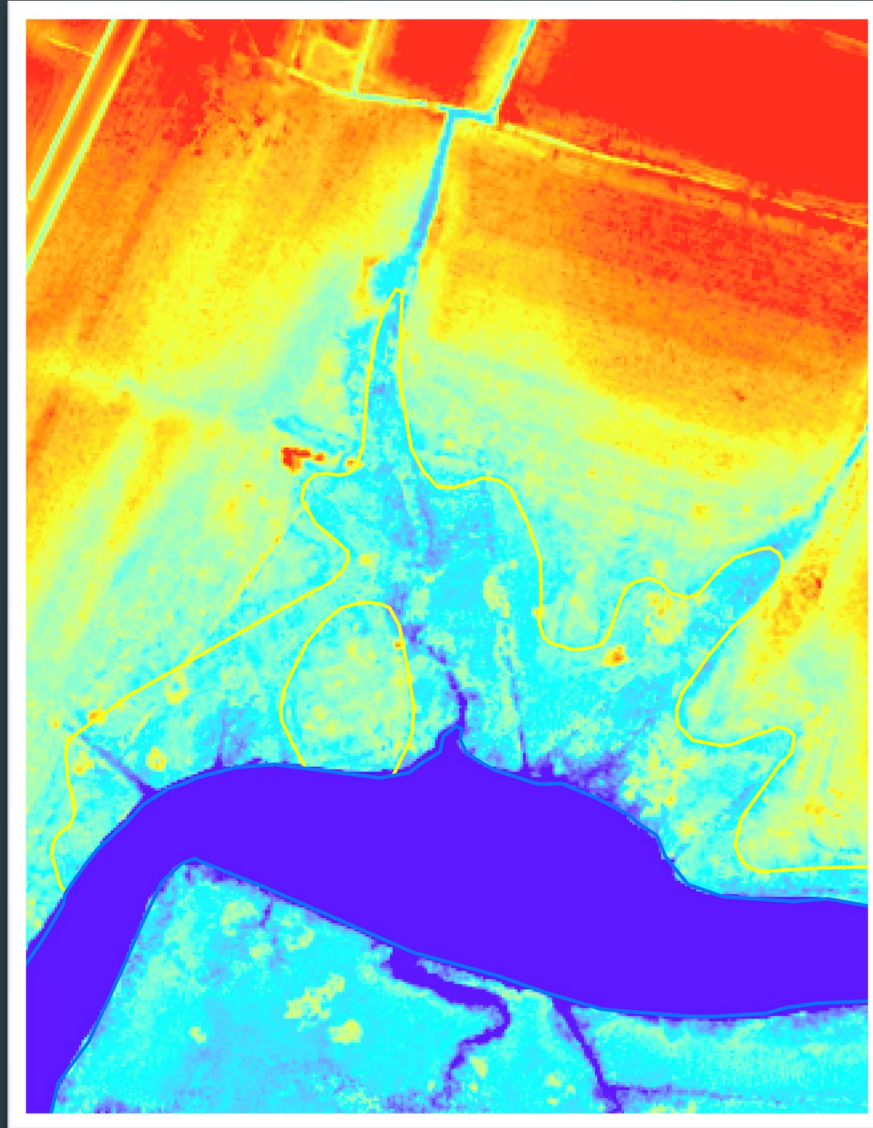
Original Wetland Maps



Mapping Process

LiDAR

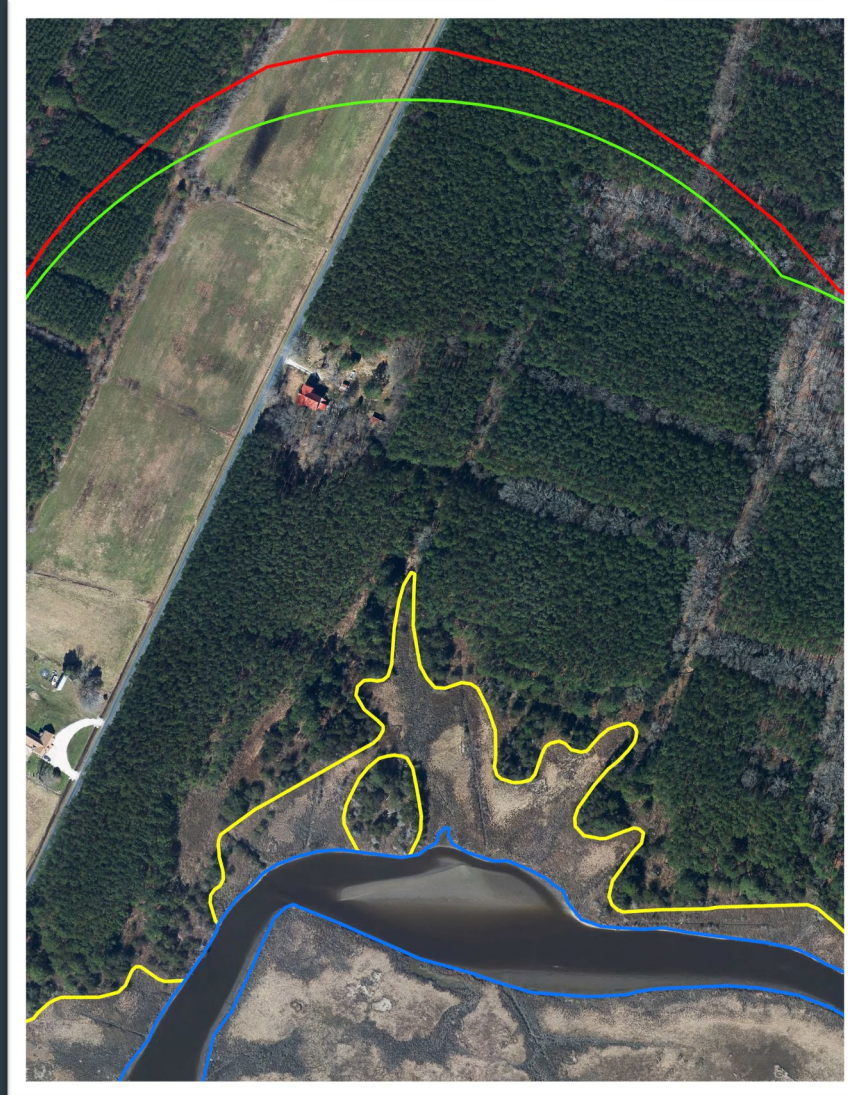
ITEM 5



Mapping Process

Compare Critical Area

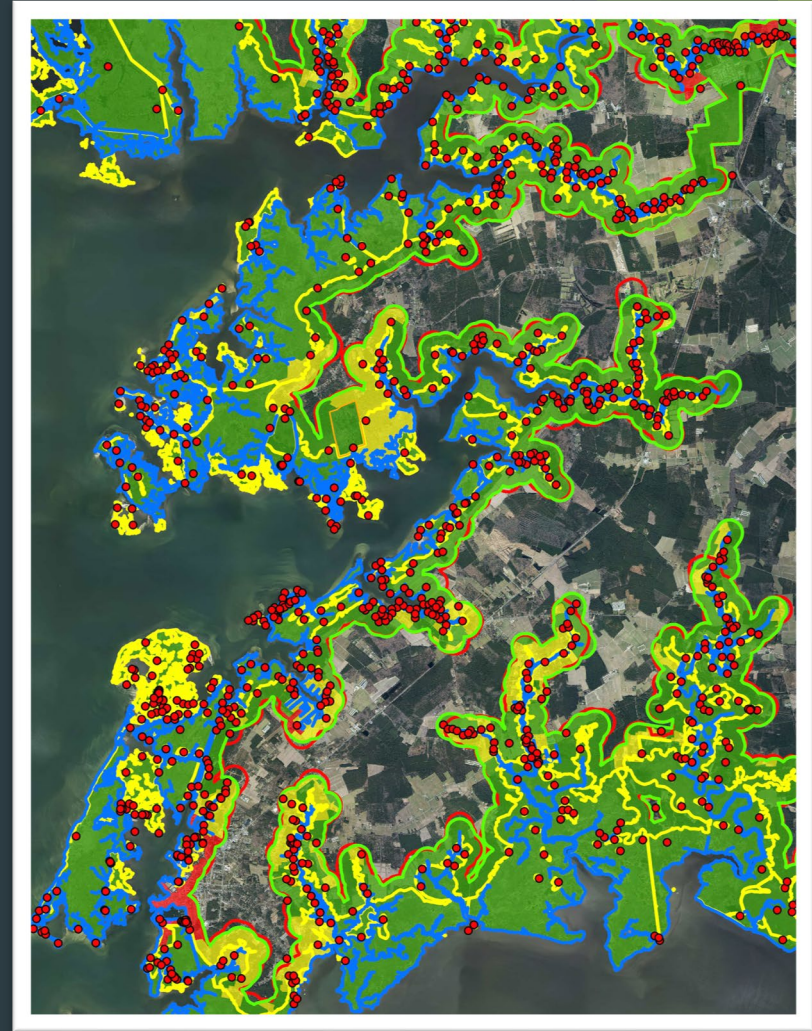
ITEM 5



Mapping Process

Review Process

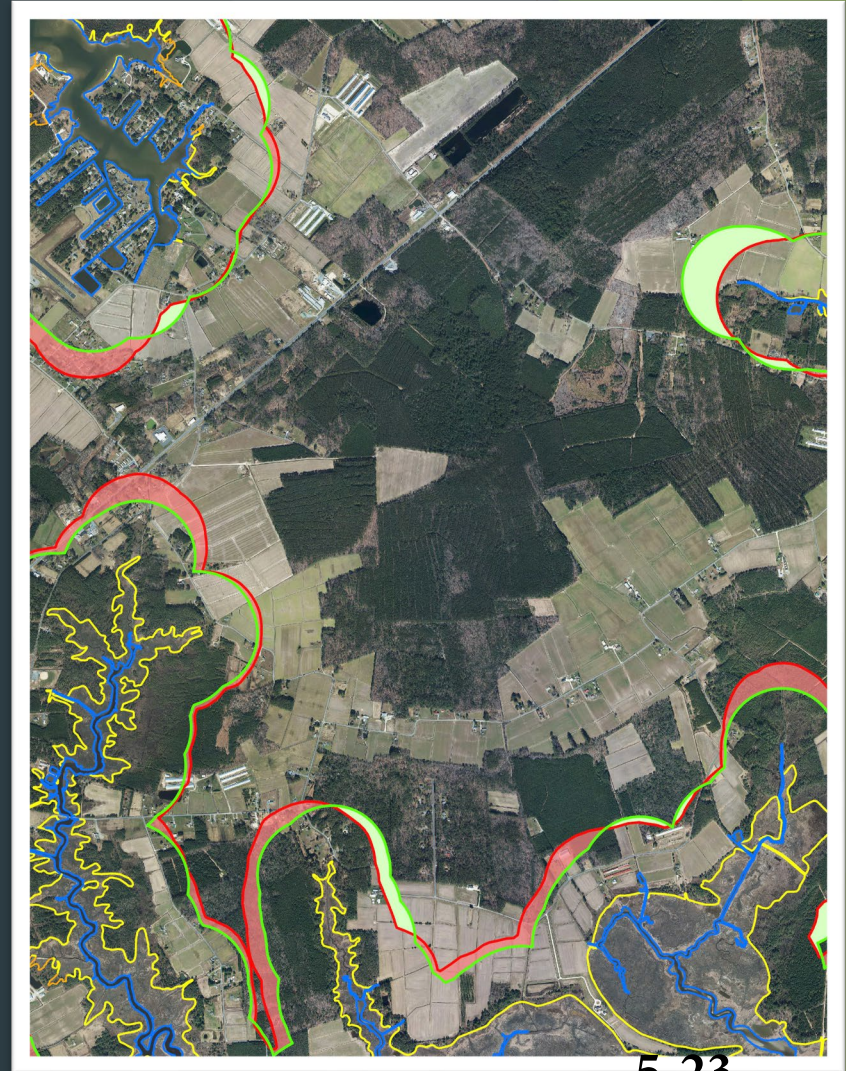
- Discrepancies, anomalies, inconsistencies identified by ESRGC, CAC, and local jurisdictions as review points
- Through web conference calls, review points are jointly analyzed
- Additional resources (permits, historical aerials, etc.) help resolve issues
- Multiple rounds of review
 - Shoreline/wetlands
 - Designations



Mapping Process

Public Notification

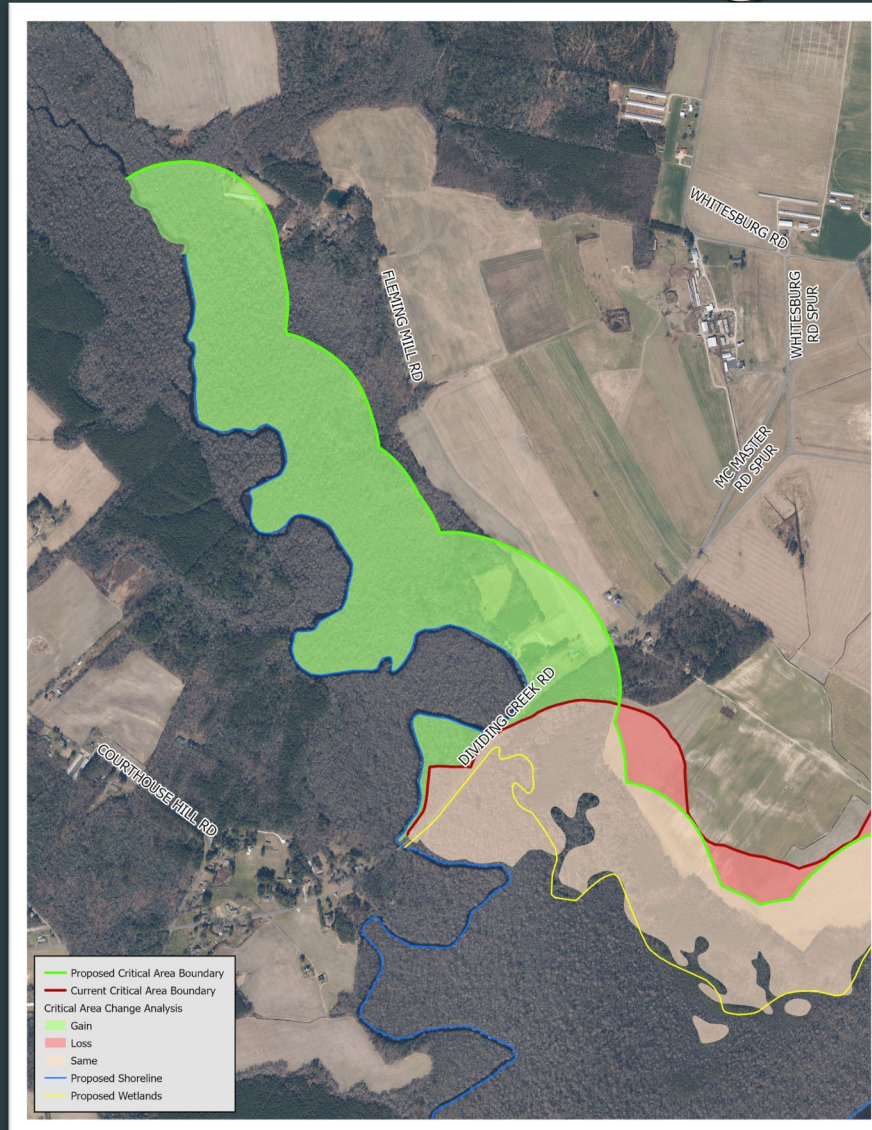
- Generate list of properties with increase
 - 1% or more
- Mail letters to property owners including:
 - Property map
 - Contact info
 - Link to Web Map
 - Public info meeting included



Mapping Process

Critical Area Change

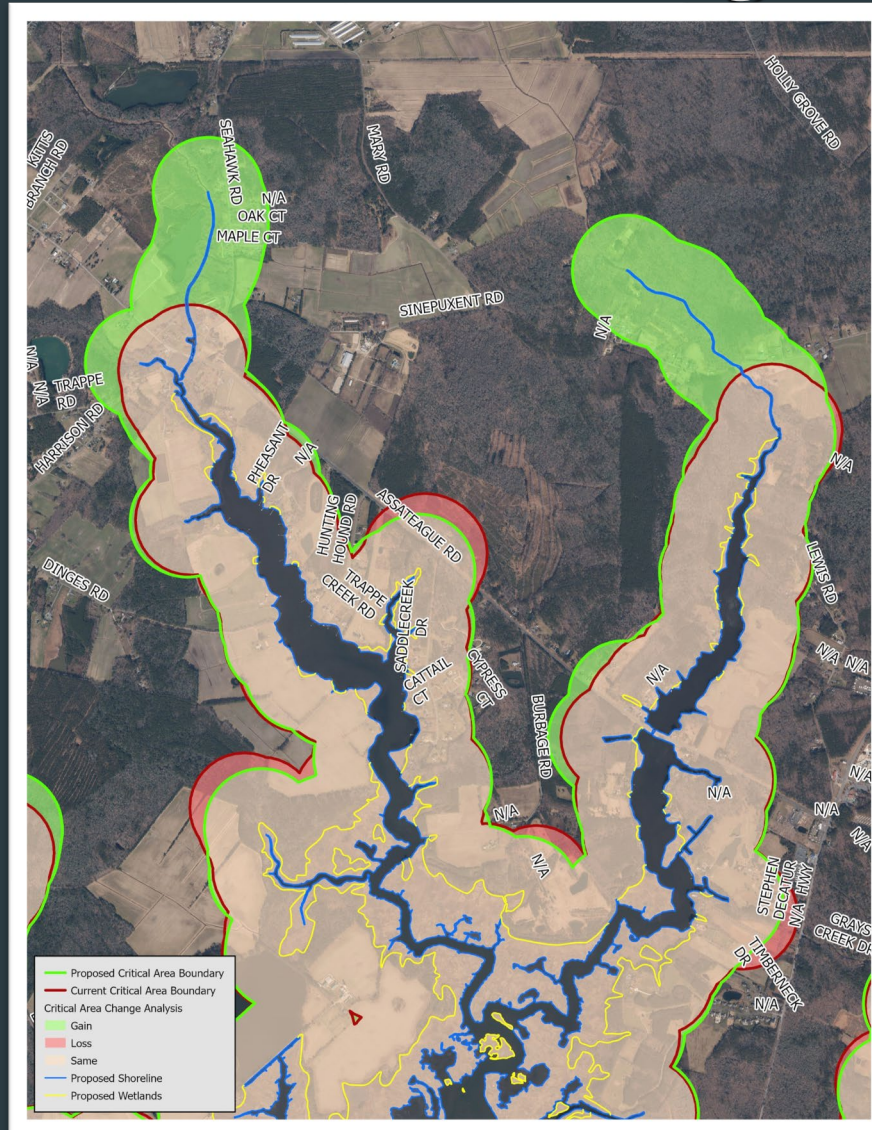
ITEM 5



Mapping Process

Critical Area Change

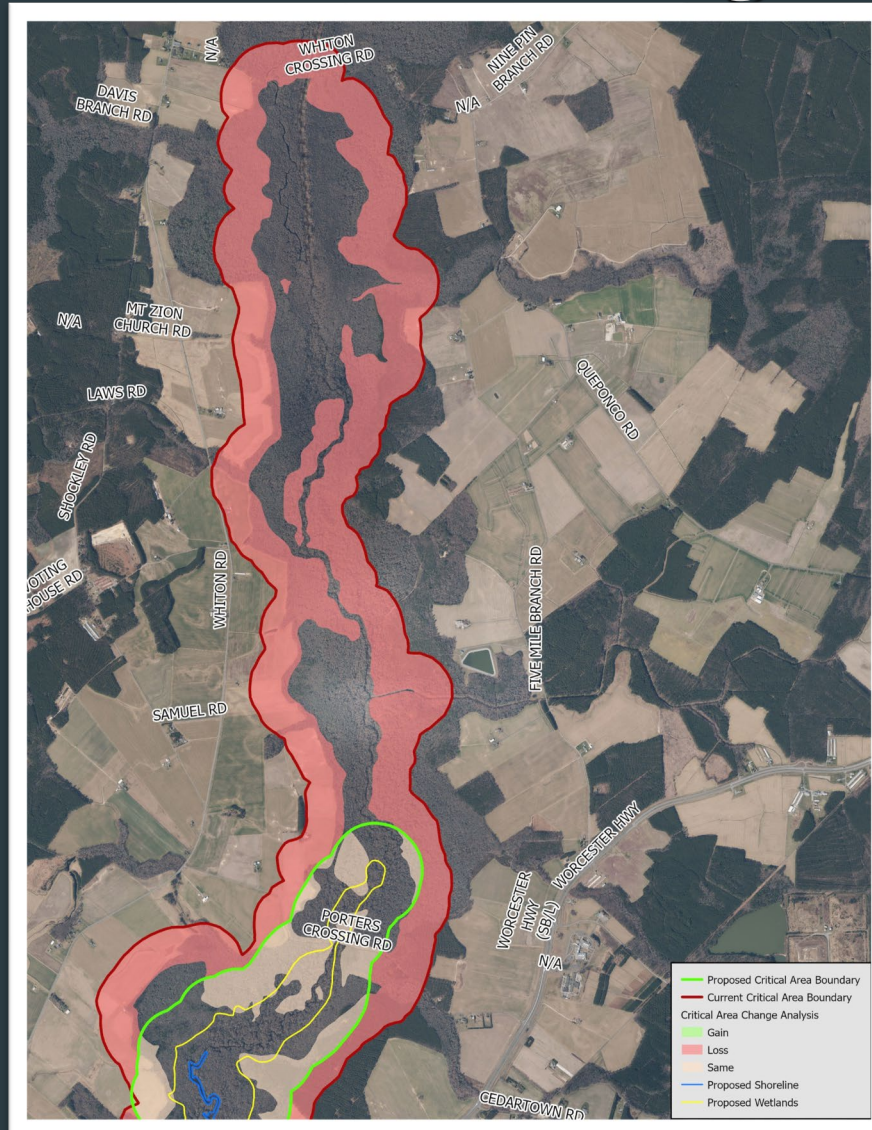
ITEM 5



Mapping Process

Critical Area Change

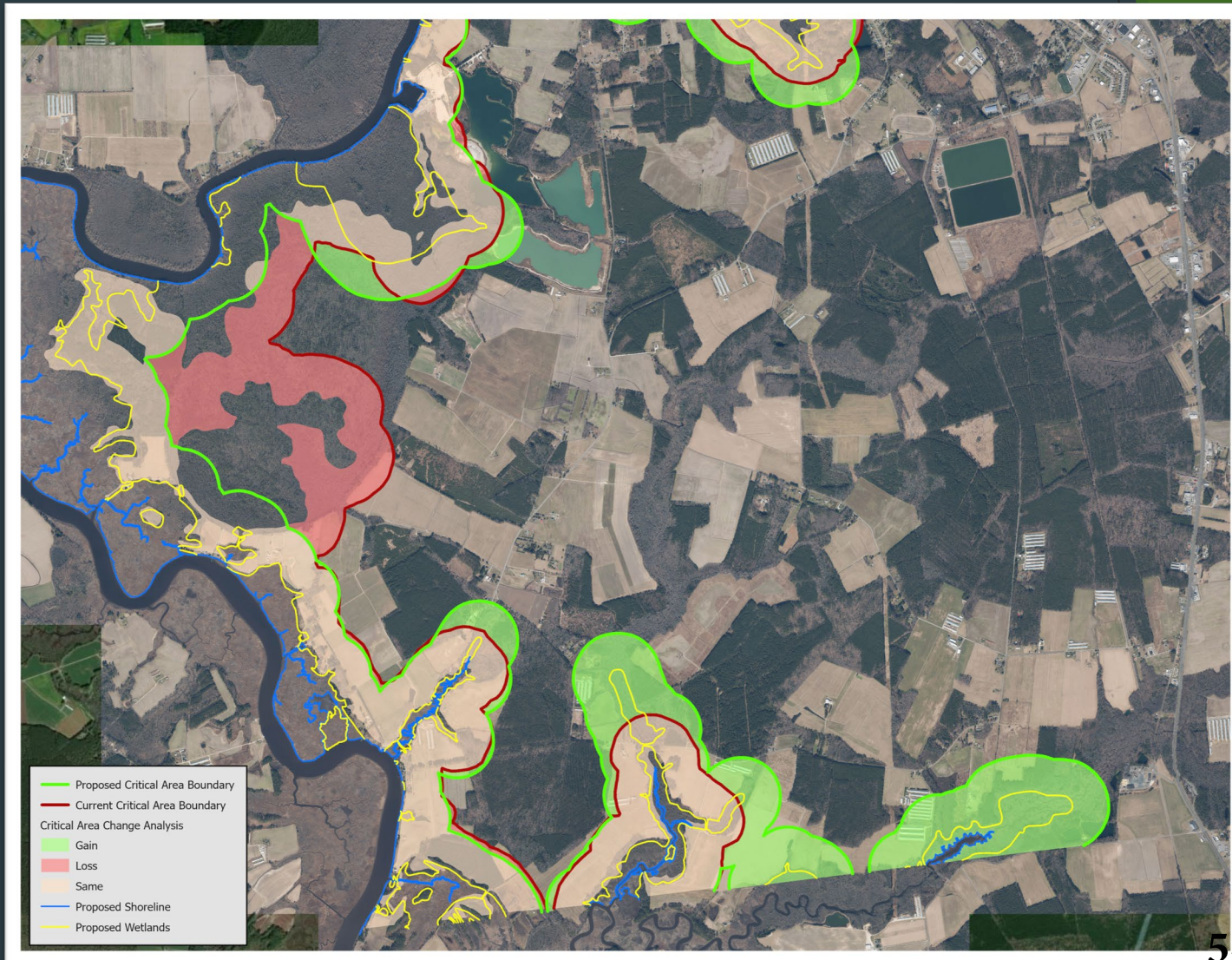
ITEM 5



Mapping Process

Critical Area Change

ITEM 5



Mapping Process

Change Analysis

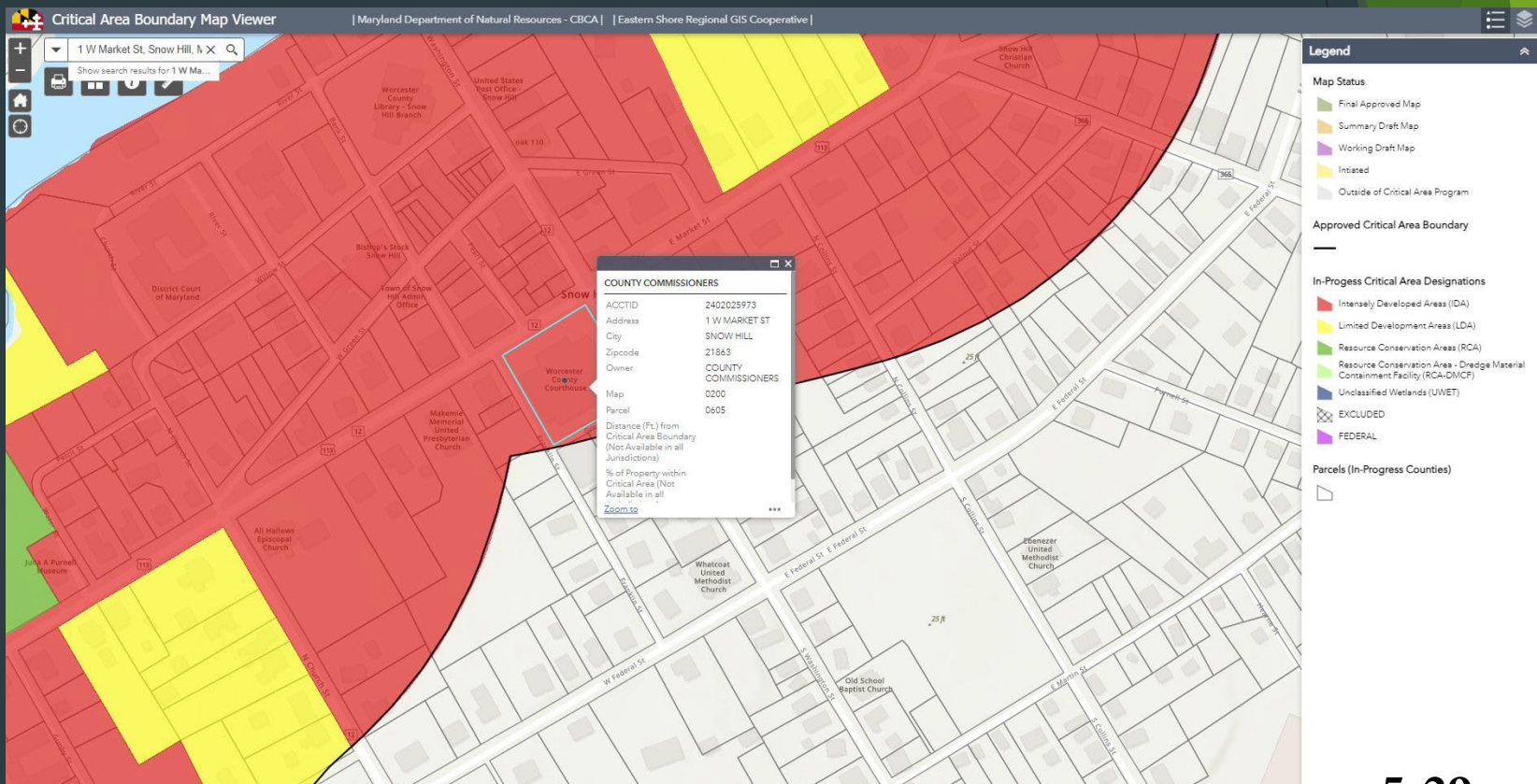
Total Critical Area (County)	57,294 acres
Chesapeake Total	14,927
Atlantic Total	42,366
Critical Area Gains	3,185
Chesapeake Total	1,921
Atlantic Total	1,264
Critical Area Losses	3,562
Chesapeake Total	2,605
Atlantic Total	957
Net Change	(-377)
Chesapeake Total	(-684)
Atlantic Total	307
Properties to be notified	994
Chesapeake Total	186
Atlantic Total	808

Mapping Process

Public Notification

Interactive Mapping Tool - allows the public to easily determine if their property is in the Critical Area

<http://webmaps.esrgc.org/cbca/desktop/Map>



Questions?

**Critical Area Commission for the
Chesapeake and Atlantic Coastal Bays
1804 West Street, Suite 100
Annapolis, MD 21401
(410) 260-3460**



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

July xx, 2026

TO: *The Daily Times Group and The Ocean City Today Group*
FROM: Candace Savage, Deputy Chief Administrative Officer
SUBJECT: Worcester County Public Hearing Notice

.....
Please print the attached Public Hearing Notice in *The Daily Times/Worcester County Times/Ocean Pines Independent* and *Ocean City Digest/Ocean City Today* on August xx, 2026 and August xx, 2026. Thank you.

**NOTICE OF PUBLIC HEARING
FOR THE UPDATED CRITICAL AREA
MAPS OF WORCESTER COUNTY**

Pursuant to Section NR 3-110 of the Natural Resources Article of the Code of Public Local Laws of Worcester County, Maryland, the Critical Area Commission has submitted the official updated Critical Area maps to Worcester County for local consideration and adoption.

Pursuant to Section NR 3-110(b) of the Natural Resources Article of the Code of Public Local Laws of Worcester County, Maryland, the County Commissioners will hold a public hearing.

At said public hearing, the Commissioners will consider the request for adoption of the updated Critical Area maps, any staff reports and recommendations, comments of other agencies, and testimony offered before them.

**The public hearing on this application will be held on
TUESDAY, August xx, 2026 at xx A.M.
in the Commissioners' Meeting Room, Room 1101 – Government Center
One West Market Street, Snow Hill, Maryland 21863**

The file containing the request for reclassification and other pertinent information which will be entered into the record of the public hearing are on file and are available for inspection at the Department of Environmental Programs, Worcester County Government Center, Suite 1306 (3rd floor), One West Market Street, Snow Hill, Maryland, 21863 during regular business hours of 8:00 am to 4:30 pm. Questions may be directed to David Bradford, Deputy Director, by calling (410) 632-1220, extension 1143 or email at dbradford@co.worcester.md.us

THE WORCESTER COUNTY COMMISSIONERS

DRAFT RESOLUTION NO. 26- ____**RESOLUTION TO REPLACE THE CURRENT CRITICAL AREA MAPS WITH THE
UPDATED MAPS**

WHEREAS, Section § NR 3-110 of the Natural Resources Article of the Code of Public Laws of Worcester County, Maryland provides for the County Commissioners' to modify and supplant the Critical Area map boundaries in accordance with certain procedures; and

WHEREAS, in 2008, House Bill 1253 was passed and signed into law requiring the Critical Area Commission for the Chesapeake and Atlantic Coastal Bays to work cooperatively with local governments to update the Critical Area Maps in all affected jurisdictions; and

WHEREAS, House Bill 1253 directed the Critical Area Commission to prepare a Statewide Base Map that includes a State-determined shoreline and landward boundary of tidal wetlands and a digitally generated, geo-referenced, 1,000-foot Critical Area Boundary; and

WHEREAS, the County Commissioners have received the updated Critical Area maps from the Critical Area Commission on June 25, 2025; and

WHEREAS, the Department of Environmental Programs have worked with the Critical Area Commission to conduct a public review for this comprehensive map update and have reviewed these revised maps; and

WHEREAS, the County Commissioners referred the maps to the Planning Commission on May 19, 2026; and

WHEREAS, the Planning Commission provided a favorable recommendation for adoption of the maps as submitted on June 4, 2026; and

WHEREAS, the Department of Environmental Programs recognizes the updated maps may increase the area of Critical Area on a property that currently has a building, zoning, critical area, or other related permit under review; and

WHEREAS, the following shall apply to permits currently under review where the updated maps increase the area of Critical Area on the property to be exempt from initial compliance with the Critical Area regulations. The permit shall be issued within 180 days and shall be closed within 910 days or two and half years from the date of adoption of this resolution by the County Commissioners. The property will be subject to all applicable Critical Area regulations following closure of the permit or failure to meet the dates herein; and

WHEREAS, the County Commissioners held a duly advertised public hearing on August xx, 2026 and concurred with the Department of Environmental Programs.

NOW, THEREFORE, BE IT RESOLVED by the County Commissioners of Worcester County, Maryland that the updated Critical Areas maps are hereby amended by deleting the 1,000-foot Critical Area boundary and replacing it with the 1,000-foot Critical Area boundary on the Statewide Base map that was produced in accordance with House Bill 1253 (2008) and is adopted as submitted upon approval of the Critical Area Commission.

PASSED AND ADOPTED this _____ day of _____,
2026.

ATTEST:

WORCESTER COUNTY
COMMISSIONERS

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

Theodore J. Elder, President

Eric J. Fiori, Vice President

Caryn G. Abbott, Commissioner

Anthony W. Bertino, Jr., Commissioner

Madison J. Bunting, Jr., Commissioner

Joseph M. Mitrecic, Commissioner

Diana Purnell, Commissioner

Worcester County Sheriff's Office

ITEM 6

Matthew Crisafulli
Sheriff



Nathaniel Passwaters
Chief Deputy

July 14, 2026

To: Worcester County Commissioners

From: Sheriff Matthew Crisafulli / Finance Admin Carrie Tingle

RE: FY27 Out-of-State Travel Request

Please accept this request for out-of-state travel:

Out of State Travel Request

WCSO	1	100.1101.030.7000.060
Department	# of Attendees	GL Account Code
Orlando FL	10/23/2026	10/28/2026
Destination	Depart	Return

Purpose of Travel: This request is to send 1 additional person (2 approved in FY27 budget) to the IACP (International Association of Chiefs of Police) conference in Orlando FL. This internationally recognized conference provides valuable training in leadership, public safety, budgeting, and wellness. Travel will occur on October 23, 2026; conference is October 24 - October 27; return October 28, 2026.

Estimated costs – per attendee:

Airfare: 200.00 (Breeze Airlines from Salisbury MD)

Lodging: 700.00 + taxes/fees (140.00/night per GSA)

Meals: 440.00 (2 travel days x 60; 4 conference days x 80.00 per GSA)

Registration: 445.00

Car Rental: n/a

Other Transportation: 200.00 (Uber)

Other: 100.00 (unforeseen costs)

TOTAL: 2,085.00



Daily lodging rates (excluding taxes) | October 2025 - September 2026



Cities not appearing below may be located within a county for which rates are listed. To determine the county a destination is located in, visit the [Census Geocoder](#).

 Filter results...

Primary destination	County	2025 Oct	Nov	Dec	2026 Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
Orlando	Orange	\$140	\$140	\$140	\$160	\$160	\$160	\$140	\$140	\$140	\$140	\$140	\$140

Showing 1 to 1 of 1 entries



Meals and incidental expenses (M&IE) rates and breakdown



The M&IE total is the full daily amount for a single calendar day when that day is neither the first nor last day of travel. The amount received on the first and last day of travel equals 75% of the M&IE total. See [M&IE Breakdown](#) for information related to the individual meal amounts.

 Filter results...

Primary destination	County	M&IE total	Breakfast	Lunch	Dinner	Incidental expenses	First and last day of travel
Orlando	Orange	\$80	\$20	\$22	\$33	\$5	\$60.00

Showing 1 to 1 of 1 entries

7/14/26

* Full session schedule not yet available.

2026
SPONSORS



AXON



SCHEDULE AT-A-GLANCE

IACP 2026 offers education and networking with exclusive access to law enforcement's leading tacticians, veteran experts, and thousands of your fellow chiefs and future leaders. Below is a summary of the schedule to help you make the most of your time.

Check out the full program on the [IACP app](#) or on a [web browser](#) to plan your schedule for IACP 2026. The call for proposals for the 2026 conference is closed, additional information can be found on the [website](#).

All events, meetings, and education workshops will take place at the Orange County Convention Center (OCCC), Orlando, FL, USA (Eastern Time), unless otherwise noted.

IACP 2026 Schedule at-a-Glance

Thursday, October 22	Time	Location
E-Badge Check-in Open	8:00 a.m. - 5:00 p.m.	OCCC
Exhibitor Registration Open	1:00 p.m. - 5:00 p.m.	OCCC
Friday, October 23	Time	Location
E-Badge Check-in Open	7:30 a.m. - 6:00 p.m.	OCCC
Exhibitor Registration Open	7:30 a.m. - 6:00 p.m.	OCCC
Committee/Section/Division Meetings	10:00 a.m. - 6:00 p.m.	Various Locations
Delegate Registration Open	1:00 p.m. - 6:00 p.m.	OCCC
Saturday, October 24	Time	Location
E-Badge Check-in, Delegate and Exhibitor Registration Open	7:00 a.m. - 5:30 p.m.	OCCC
Committee/Section/Division Meetings	8:00 a.m. - 5:00 p.m.	Various Locations
First-Timers Orientation	8:00 a.m. - 9:00 a.m.	OCCC
Education Workshops	9:30 a.m. - 5:00 p.m.	OCCC
Opening General Assembly	11:00 a.m. - 12:30 p.m.	OCCC
Sunday, October 25	Time	Location
E-Badge Check-in, Delegate and Exhibitor Registration Open	7:00 a.m. - 5:30 p.m.	OCCC
Education Workshops	8:00 a.m. - 3:00 p.m.	OCCC
Committee/Section/Division Meetings	8:00 a.m. - 5:00 p.m.	Various Locations
Exposition Hall Open	10:00 a.m. - 5:00 p.m.	OCCC
Exposition Hall Networking Event	3:00 p.m. - 5:00 p.m.	OCCC
Monday, October 26	Time	Location
E-Badge Check-in, Delegate and Exhibitor Registration Open	7:30 a.m. - 5:30 p.m.	OCCC

IACP 2026 Schedule at-a-Glance

Candidate Voting	8:00 a.m. - 4:00 p.m.	OCCC
Committee/Section/Division Meetings	8:00 a.m. - 5:00 p.m.	Various Locations
Education Workshops	8:00 a.m. - 5:00 p.m.	OCCC
General Assembly	10:00 a.m. - 11:30 a.m.	OCCC
Exposition Hall Open	10:00 a.m. - 5:00 p.m.	OCCC
<u>Chiefs Night</u>	7:30 p.m. - 11:00 p.m.	Universal Islands of Adventure
Tuesday, October 27	Time	Location
E-Badge Check-in, Delegate and Exhibitor Registration Open	7:30 a.m. - 3:30 p.m.	OCCC
Committee/Section/Division Meetings	8:00 a.m. - 5:00 p.m.	Various Locations
Education Workshops	8:00 a.m. - 5:00 p.m.	OCCC
Closing General Assembly	10:00 a.m. - 11:30 a.m.	OCCC
Exposition Hall Open	10:00 a.m. - 2:00 p.m.	OCCC
Annual Banquet Reception and Dinner (Ticket Required)	6:00 p.m. - 9:30 p.m.	OCCC

Subject to change. Updated March 28, 2026.

INTERNATIONAL ASSOCIATION OF CHIEFS OF POLICE

Shaping the future of the policing profession

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3030 Potomac Ave, Suite 600, Alexandria, VA, 22305 USA | phone: 703.836.6767 or 1.800.THE.IACP | fax: 703.836.4543 | www.theiacp.org

Worcester County Sheriff's Office

ITEM 7

Matthew Crisafulli
Sheriff



Nathaniel J. Passwaters
Chief Deputy

June 24, 2026

To: Worcester County Commissioners

From: Sheriff Matthew Crisafulli / Finance Administrator Carrie Tingle

RE: FY26 Small Project Request, Axon Interview Room Recording System

The Worcester County Sheriff's Office respectfully requests approval to purchase an interview room recording system from Axon Enterprise in the total amount of \$34,508.20.

Of the total cost, \$10,448.00 is requested to be funded through the Small Projects Fund. The remaining \$24,060.20 represents a five-year software maintenance agreement and is requested to be funded through budgeted operating funds over FY27–FY31 at \$4,812.04 per fiscal year from GL 100.1101.030.6130.070 – Software Maintenance Agreements.

Funding for the FY27 maintenance payment is available within the approved FY27 operating budget. Funding for the remaining annual maintenance payments will be included in the proposed operating budgets for FY28–FY31.

This purchase was included in the FY26 Small Projects request approved by the Worcester County Commissioners during the June 16, 2026 meeting. The project includes construction of a dedicated interview room incorporating this recording system. The Sheriff's Office has provided Worcester County Procurement Officer, Mr. Ed Welch, with the required sole source documentation, including a vendor quote, sole source justification, and Sourcewell Contract #101223-AXN.

Currently, Sheriff's Office personnel often conduct interviews in the public lobby due to the lack of a properly equipped interview space, creating concerns related to privacy, confidentiality, professionalism, and the integrity of investigations. A dedicated interview room with a modern recording system will provide a secure and appropriate environment for sensitive interviews and interrogations.

The proposed Axon interview room recording system will provide secure digital recording, storage, and management of interviews while offering:

- High-quality audio and video recording
- Secure digital evidence storage and retention
- Improved chain of custody and evidence integrity
- Streamlined evidence sharing with prosecutors and partner agencies
- Integration with existing Axon platforms used by the Sheriff's Office

ITEM 7

Because the Sheriff's Office already utilizes multiple Axon products and services, this system will integrate seamlessly with existing workflows and evidence management processes. Approval of this request will enhance investigative capabilities and ensure the Sheriff's Office maintains reliable, secure recording technology consistent with current law enforcement standards.

Please advise if any additional information is needed for your review. Thank you for your consideration.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'M. Crisafulli', written in a cursive style.

Matthew Crisafulli, Sheriff
Worcester County Sheriff's Office



ITEM 7

Q-875197-46199MD

Issued: 06/26/2026



Quote Expiration: 07/31/2026

Estimated Contract Start Date: 09/15/2026

Account Number: 141123

Payment Terms: N30

Mode of Delivery: AUTO-GND

Credit/Debit Amount: \$0.00

SHIP TO	BILL TO
Worcester County Sheriff's Office - MD Government Center - Room 1001 - One West Market Street Snow Hill, MD 21863 USA	Worcester County Sheriff's Office - MD Government Center - Room 1001 - One West Market Street Snow Hill MD 21863 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Matt Dearing Phone: Email: mdearing@axon.com Fax:	Gregory DeGiovanni Phone: 4106321111 Email: gdegiovanni@co.worcester.md.us Fax:

Quote Summary

Program Length	60 Months
TOTAL COST	\$34,508.20
ESTIMATED TOTAL W/ TAX	\$34,508.20

Discount Summary

Average Savings Per Year	\$0.00
TOTAL SAVINGS	\$0.00

Payment Summary

Date	Subtotal	Tax	Total
Aug 2026	\$4,812.04	\$0.00	\$4,812.04
Sep 2026	\$10,448.00	\$0.00	\$10,448.00
Aug 2027	\$4,812.04	\$0.00	\$4,812.04
Aug 2028	\$4,812.04	\$0.00	\$4,812.04
Aug 2029	\$4,812.04	\$0.00	\$4,812.04
Aug 2030	\$4,812.04	\$0.00	\$4,812.04
Total	\$34,508.20	\$0.00	\$34,508.20

ITEM 7

Quote Unbundled Price:	\$34,508.20
Quote List Price:	\$34,508.20
Quote Subtotal:	\$34,508.20

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
A la Carte Hardware									
74056	AXON INTERVIEW - TOUCH PANEL WALL MOUNT	1	1		\$64.00	\$64.00	\$64.00	\$0.00	\$64.00
50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	2	1		\$209.00	\$209.00	\$418.00	\$0.00	\$418.00
50298	AXON INTERVIEW - CAMERA - OVERT DOME	2	1		\$985.00	\$985.00	\$1,970.00	\$0.00	\$1,970.00
50322	AXON INTERVIEW - TOUCH PANEL PRO	1	1		\$2,532.00	\$2,532.00	\$2,532.00	\$0.00	\$2,532.00
A la Carte Software									
50037	AXON INTERVIEW - CLIENT SOFTWARE - PER TOUCH PANEL-PC	1	1		\$1,500.00	\$1,500.00	\$1,500.00	\$0.00	\$1,500.00
50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	1	60		\$28.21	\$28.21	\$1,692.60	\$0.00	\$1,692.60
50041	AXON INTERVIEW - STREAMING SERVER LICENSE - PER SERVER	2	1		\$1,750.00	\$1,750.00	\$3,500.00	\$0.00	\$3,500.00
50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	60		\$32.98	\$32.98	\$3,957.60	\$0.00	\$3,957.60
50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	2	60		\$111.75	\$111.75	\$13,410.00	\$0.00	\$13,410.00
A la Carte Services									
85170	AXON INTERVIEW - INSTALLATION - STANDARD (PER ROOM)	1	1		\$5,000.00	\$5,000.00	\$5,000.00	\$0.00	\$5,000.00
A la Carte Warranties									
101648	AXON INTERVIEW - EXT WARRANTY - 5 YEARS	1	1		\$464.00	\$464.00	\$464.00	\$0.00	\$464.00
Total							\$34,508.20	\$0.00	\$34,508.20

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
A la Carte	50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	2	1	08/15/2026
A la Carte	50298	AXON INTERVIEW - CAMERA - OVERT DOME	2	1	08/15/2026
A la Carte	50322	AXON INTERVIEW - TOUCH PANEL PRO	1	1	08/15/2026
A la Carte	74056	AXON INTERVIEW - TOUCH PANEL WALL MOUNT	1	1	08/15/2026

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
A la Carte	50037	AXON INTERVIEW - CLIENT SOFTWARE - PER TOUCH PANEL-PC	1	09/15/2026	09/14/2031

ITEM 7

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
A la Carte	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	1	09/15/2026	09/14/2031
A la Carte	50041	AXON INTERVIEW - STREAMING SERVER LICENSE - PER SERVER	2	09/15/2026	09/14/2031
A la Carte	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	09/15/2026	09/14/2031
A la Carte	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	2	09/15/2026	09/14/2031

Services

Bundle	Item	Description	QTY
A la Carte	85170	AXON INTERVIEW - INSTALLATION - STANDARD (PER ROOM)	1

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
A la Carte	101648	AXON INTERVIEW - EXT WARRANTY - 5 YEARS	1		

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	Government Center - Room 1001 - One West Market Street	Snow Hill	MD	21863	USA

Payment Details

Aug 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual payment 1	50037	AXON INTERVIEW - CLIENT SOFTWARE - PER TOUCH PANEL-PC	1	\$300.00	\$0.00	\$300.00
Annual payment 1	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	1	\$338.52	\$0.00	\$338.52
Annual payment 1	50041	AXON INTERVIEW - STREAMING SERVER LICENSE - PER SERVER	2	\$700.00	\$0.00	\$700.00
Annual payment 1	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	\$791.52	\$0.00	\$791.52
Annual payment 1	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	2	\$2,682.00	\$0.00	\$2,682.00
Total				\$4,812.04	\$0.00	\$4,812.04

Sep 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Upfront hardware, warranty, and instillation	101648	AXON INTERVIEW - EXT WARRANTY - 5 YEARS	1	\$464.00	\$0.00	\$464.00
Upfront hardware, warranty, and instillation	50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	2	\$418.00	\$0.00	\$418.00
Upfront hardware, warranty, and instillation	50298	AXON INTERVIEW - CAMERA - OVERT DOME	2	\$1,970.00	\$0.00	\$1,970.00
Upfront hardware, warranty, and instillation	50322	AXON INTERVIEW - TOUCH PANEL PRO	1	\$2,532.00	\$0.00	\$2,532.00
Upfront hardware, warranty, and instillation	74056	AXON INTERVIEW - TOUCH PANEL WALL MOUNT	1	\$64.00	\$0.00	\$64.00
Upfront hardware, warranty, and instillation	85170	AXON INTERVIEW - INSTALLATION - STANDARD (PER ROOM)	1	\$5,000.00	\$0.00	\$5,000.00
Total				\$10,448.00	\$0.00	\$10,448.00

Aug 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual payment 2	50037	AXON INTERVIEW - CLIENT SOFTWARE - PER TOUCH PANEL-PC	1	\$300.00	\$0.00	\$300.00
Annual payment 2	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	1	\$338.52	\$0.00	\$338.52
Annual payment 2	50041	AXON INTERVIEW - STREAMING SERVER LICENSE - PER SERVER	2	\$700.00	\$0.00	\$700.00
Annual payment 2	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	\$791.52	\$0.00	\$791.52
Annual payment 2	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	2	\$2,682.00	\$0.00	\$2,682.00
Total				\$4,812.04	\$0.00	\$4,812.04

Aug 2028

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual payment 3	50037	AXON INTERVIEW - CLIENT SOFTWARE - PER TOUCH PANEL-PC	1	\$300.00	\$0.00	\$300.00
Annual payment 3	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	1	\$338.52	\$0.00	\$338.52
Annual payment 3	50041	AXON INTERVIEW - STREAMING SERVER LICENSE - PER SERVER	2	\$700.00	\$0.00	\$700.00
Annual payment 3	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	\$791.52	\$0.00	\$791.52
Annual payment 3	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	2	\$2,682.00	\$0.00	\$2,682.00
Total				\$4,812.04	\$0.00	\$4,812.04

ITEM 7

Aug 2029						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual payment 4	50037	AXON INTERVIEW - CLIENT SOFTWARE - PER TOUCH PANEL-PC	1	\$300.00	\$0.00	\$300.00
Annual payment 4	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	1	\$338.52	\$0.00	\$338.52
Annual payment 4	50041	AXON INTERVIEW - STREAMING SERVER LICENSE - PER SERVER	2	\$700.00	\$0.00	\$700.00
Annual payment 4	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	\$791.52	\$0.00	\$791.52
Annual payment 4	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	2	\$2,682.00	\$0.00	\$2,682.00
Total				\$4,812.04	\$0.00	\$4,812.04

Aug 2030						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual payment 5	50037	AXON INTERVIEW - CLIENT SOFTWARE - PER TOUCH PANEL-PC	1	\$300.00	\$0.00	\$300.00
Annual payment 5	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	1	\$338.52	\$0.00	\$338.52
Annual payment 5	50041	AXON INTERVIEW - STREAMING SERVER LICENSE - PER SERVER	2	\$700.00	\$0.00	\$700.00
Annual payment 5	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	\$791.52	\$0.00	\$791.52
Annual payment 5	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	2	\$2,682.00	\$0.00	\$2,682.00
Total				\$4,812.04	\$0.00	\$4,812.04

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Contract Sourcwell #101223-AXN is incorporated by reference into the terms and conditions of this Agreement. In the event of conflict the terms of Axon's Master Services and Purchasing Agreement shall govern.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at <https://www.axon.com/sales-terms-and-conditions>), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Exceptions to Standard Terms and Conditions

Rewrite Estimates

Estimated Amounts and Contract Terminations. Any amounts stated as due under existing or terminated contracts — including contract transfer balances carried forward to new or pending contracts — are estimates based on payments received as of the calculation date. These estimates may be adjusted if new contracts are not executed on the anticipated dates or if expected payments are not made.

Refresh Shipment Timing

Technology Assurance Plan (TAP) Refresh Prior to Renewal. For Customers with expiring agreements that include TAP refresh rights, Axon may, in its discretion, ship refresh hardware under the existing contract while renewal or replacement agreements are in progress. Any such shipments will be deemed made under the terms of the existing contract until the new contract is fully executed, after which any applicable updates, fees, or adjustments will apply.

Shipment Timing

Shipment Variance. Estimated shipment dates are provided for planning purposes only and are not guarantees. Axon may ship hardware before or after the estimated shipment date, and failure to meet an estimated shipment date will not, by itself, constitute a breach, provided Axon uses commercially reasonable efforts to meet estimated shipment dates.

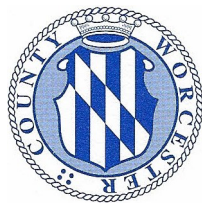
Signature

Date Signed

6/26/2026



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



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

DALLAS BAKER JR., P.E.
DIRECTOR

JANA POTVIN
DEPUTY DIRECTOR

MEMORANDUM

TO: Weston Young P.E., Chief Administrative Officer
Candace Savage, CGFM, Deputy Chief Administrative Officer
FROM: Dallas Baker Jr., P.E., Director *Dallas Baker Jr*
DATE: July 14, 2026
SUBJECT: W&WW Vac Truck Lease Acceptance

Public Works is requesting Commissioner signature on the attached lease paperwork for the newly received vac truck at Water & Wastewater Division. The lease of the vac truck was included in the approved FY 25 and FY 26 budgets and was approved by the Commissioners at the November 4, 2025, meeting. The vac truck has now been received, and the leasing company requires Commissioner President signature on the attached paperwork to complete the process. Please let me know if there are any questions.

Attachments

CC: Jana Potvin
Lee Beauchamp
Quinn Dittrich

EXHIBIT C-1

PAYMENT REQUEST AND PARTIAL ACCEPTANCE CERTIFICATE

RE: Master Lease Purchase Agreement dated as of November 12, 2025, between Lease Servicing Center, Inc. dba NCL Government Capital (Lessor) and Worcester County (Lessee) and Schedule No. 001 thereto.

I, the undersigned, hereby certify that I am a duly qualified representative of Lessee and that I have been given the authority by the Governing Body of Lessee to sign this Certificate of Acceptance with respect to the above referenced Master Lease Purchase Agreement and Schedule No. 001 (the "Lease"). I hereby certify that:

1. The Equipment described below (comprising part of the Equipment described on Lease Exhibit A) has been delivered and installed in accordance with Lessee's specifications and Lessee hereby requests and authorizes Lessor to disburse, or direct the escrow agent to disburse, to Lessee or the vendor described below net proceeds of the Lease in the amount specified by wire transfer or by check. Such amount has not formed the basis for a previous request for payment.
2. Lessee has conducted such inspection and/or testing of such Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts such Equipment for all purposes.
3. Rental Payments are due and owing as set forth in Exhibit B to the Lease.
4. Lessee has obtained insurance coverage as required under the Lease.
5. Lessee is exempt from all personal property taxes and is also exempt from sales and/or use taxes with respect to the Equipment and the Rental Payments.
6. No event or condition that constitutes or would constitute an Event of Default exists as of the date hereof.

Quantity	Year	Make	Type/Style/Model	VIN/Serial Number	Price
1	2026	Vacall	AJV 1215 Combination Sewer Cleaner on a 2027 Freightliner 108SD Chassis	S/N: AJV0005458 VIN: 1FVHG5FE7VHXF7923	\$554,310.85
				Total Cost:	\$554,310.85
				Down Payment	\$0
				Total Amount Financed	\$554,310.85

Vendor Name and Address: Infrastructure Solutions Group

8383 Old Richfood Rd

Mechanicsville, VA 23116

Vendor Federal ID Number: _____

Lessee: Worcester County

BY:

TYPED: Theodore J. Elder

TITLE: County Commissioner President

DATE:

EXHIBIT C-2

FINAL ACCEPTANCE

Re: Master Lease Purchase Agreement dated as of 11/12/2025, between Lease Servicing Center, Inc. dba NCL Government Capital (Lessor) and Worcester County (Lessee) and Schedule No. 001 thereto.

I, the undersigned, hereby certify that I am a duly qualified representative of Lessee and that I have been given the authority by the Governing Body of Lessee to sign this Final Acceptance Certificate with respect to the above referenced Master Lease Purchase Agreement and Schedule No. 001 (the "Lease"). I hereby certify that:

1. All Equipment described on Exhibit A has been delivered and installed in accordance with Lessee's specifications and Lessee hereby requests and authorizes Lessor to direct the escrow agent to apply the remaining net proceeds of the Lease to Lessee's next Rental Payment due.
2. Lessee has conducted such inspection and/or testing of the Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts the Equipment for all purposes.
3. Rental Payments with respect to such Equipment are due and owing as set forth in Exhibit B to the Lease.
4. Lessee has obtained insurance coverage as required under the Lease.
5. Lessee is exempt from all personal property taxes and is also exempt from sales and/or use taxes with respect to the Equipment and the Rental Payments.
6. No event or condition that constitutes or would constitute an Event of Default exists as of the date hereof.

Lessee: Worcester County

BY:

TYPED: Theodore J. Elder

TITLE: County Commissioner President

DATE:



APPROVED

WSY 11/04/25

DALLAS BAKER JR., P.E.
DIRECTOR

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

CHRISTOPHER CLASING, P.E.
DEPUTY DIRECTOR

TO: Weston Young P.E., Chief Administrative Officer
Candace Savage, CGFM, Deputy Chief Administration Officer
FROM: Dallas Baker Jr., P.E., Director *Dallas Baker Jr*
DATE: October 28, 2025
SUBJECT: Combination Sewer Cleaner Truck Lease

Public Works is requesting Commissioner approval to lease a Combination Sewer Cleaner Truck to be utilized in all service areas. Funding in the amount of \$800,000 was included in the approved FY 26 budget Construction Group Capital Equipment account, 511.9010.010. This piece of equipment was reviewed by staff and is listed on the competitively bid Source Well Contract #092424-NCL & #101221-GRD and includes \$17,376.58 in savings. Annual lease payments will equal \$93,976.69 for 7 years, with no balloon payment. Leasing this equipment will help distribute costs over multiple fiscal years, reducing financial burden on all service areas.

The sewer cleaner truck will support both emergency repairs and routine maintenance throughout the service areas. The existing Vacuum Truck, built in 2006, has experienced multiple breakdowns over the past three years, resulting in downtime of six weeks or longer on several occasions. This downtime has required the use of third-party vendors for emergency work, creating unanticipated expenses. Repair costs for the current unit have averaged approximately \$25,000 over the past two years.

Failure to replace this equipment would likely lead to increased outsourcing and additional costs to maintain essential operations. The proposed lease ensures continued reliability and efficiency in maintaining the County's infrastructure.

Please let me know if there are any questions.

Attachments

CC: Ondrea Starzhevskiy
Quinn Dittrich
Tony Fascelli



MUNICIPAL LEASE APPLICATION

Fax To: (866) 763-9600

Name of Applicant: Worcester County, Maryland				Federal Tax ID #: 52-6001604
Applicant Address: 1 W Market St.	City: Snow Hill	State: MD	Zip: 21863	Business Phone # 410-632-0686
Equipment Location: 1000 Shore Lane	City: Ocean Pines	State: MD	Zip: 21811	Business Fax #

Contact Person: Quinn Dittrich	Phone # & E-mail Address: 410-632-0686 qmdittrich@worces termd.gov		Bond Rating: Moody's: Aa2 Fitch: AAA S&P: AA+
Who will be signing the lease? Quinn Dittrich	Title: Enterprise Fund Controller	Recording Secretary:	
Bank Qualified Y/N? (Are the applicant's obligations bank qualified i.e. expected to issue less than \$10million in Tax-Exempt Financing this calendar year) Not expected to issue tax-exempt financing this calendar year.			
Type of Municipality (check one) ☐ City ☐ School ☐ Town ☒ County ☐ Other _____			

Equipment Description and Pricing:

X _____
DATE

X _____
SIGNATURE

Phone # where individual can be reached in the next 4 hrs.

Contact (320) 763-7600 with any questions concerning this application



October 20, 2025

Worcester County

Re: Tax Exempt Municipal Lease Proposal

Dear Sir or Madam:

Lease Servicing Center, Inc. dba NCL Government Capital ("NCL") is pleased to propose to Worcester County the following Tax Exempt Municipal Lease transaction as outlined below. Under this transaction, Worcester County would enter into a Tax Exempt Municipal Lease agreement with NCL for the purpose of acquiring Vacall AJV 1215 Combination Sewer Cleaner Truck. This transaction is subject to formal review and approval by both the Lessor and Lessee.

LESSEE:	Worcester County
LESSOR:	Lease Servicing Center, Inc. dba NCL Government Capital
EQUIPMENT:	Vacall AJV 1215 Combination Sewer Cleaner Truck
EQUIPMENT COST:	\$554,310.85
DOWN PAYMENT / TRADE-IN:	<u>\$0.00</u>
AMOUNT FINANCED:	\$554,310.85
FUNDING DATE:	November 14, 2025
DEFERRAL DAYS:	61
FIRST PAYMENT DUE:	January 14, 2026
TERM:	7 Years
ANNUAL LEASE PAYMENTS:	\$93,976.69
ALTERNATIVE LEASE OPTIONS:	

BALLOON PAYMENT: \$0.00

PRICING: The payments outlined above are locked, provided this proposal is accepted by the Lessee and the transaction closes/funds prior to November 20, 2025.
After these days, the final payments shall be adjusted commensurately with market rates in effect at the time of funding and shall be fixed for the entire lease term.

DOCUMENTATION FEE: \$500 paid to Lessor at closing

DOCUMENTATION: Lessor shall provide all of the documentation necessary to close this transaction. This documentation shall be governed by the laws of the State of Lessee.

TITLE / INSURANCE: Lessee shall retain title to the equipment during the lease term. Lessor shall be granted a perfected security interest in the equipment and the Lessee shall keep the equipment free from any/all liens or encumbrances during the term. Lessee shall provide adequate loss and liability insurance coverage, naming Lessor as additional insured and loss-payee.

TAX STATUS: This transaction must be designated as Tax-Exempt under Section 103 of the IRS code of 1986 as amended.

SOURCEWELL CONTRACT: NCL has been competitively bid and awarded a contract through Sourcwell (Formerly NJPA).
#092424-NCL **NCL's Sourcwell Contract # is 092424-NCL.**

We appreciate this opportunity to offer an NCL Financing Solution. Please do not hesitate to contact me if you have any questions at (320) 763-7600. Acceptance of this proposal is required prior to credit underwriting by NCL. Upon acceptance of this proposal, please scan and e-mail to my attention. Thank you again.

Sincerely,

Jacob Ost - (320) 763-7600
jakeo@nclgovcap.com

ACCEPTANCE

As a duly authorized agent of Worcester County, I hereby accept the proposal as outlined above and intend to close this financing with NCL, subject to final approval.

ACCEPTED:	_____	DATE:	_____
NAME:	_____	TITLE:	_____
PHONE:	_____		

WE ARE PROVIDING THE INFORMATION CONTAINED HEREIN FOR INFORMATIONAL PURPOSES ONLY IN CONNECTION WITH POTENTIAL ARMS-LENGTH COMMERCIAL BANKING TRANSACTIONS. IN PROVIDING THIS INFORMATION, WE ARE ACTING FOR OUR OWN INTEREST AND HAVE FINANCIAL AND OTHER INTERESTS THAT DIFFER FROM YOURS. WE ARE NOT ACTING AS A MUNICIPAL ADVISOR OR FINANCIAL ADVISOR TO YOU, AND HAVE NO FIDUCIARY DUTY TO YOUR OR ANY OTHER PERSON PURSUANT TO SECTION 15B OF THE SECURITIES EXCHANGE ACT OF 1934. THE INFORMATION CONTAINED IN THIS DOCUMENT IS NOT INTENDED TO BE AND SHOULD NOT BE CONSTRUED AS "ADVICE" WITHIN THE MEANING OF SECTION 15B OF THE SECURITIES EXCHANGE ACT OF 1934 AND THE MUNICIPAL ADVISOR RULES OF THE SEC. WE ARE NOT RECOMMENDING THAT YOU TAKE AN ACTION WITH RESPECT TO THE INFORMATION CONTAINED HEREIN. BEFORE ACTING ON THIS INFORMATION, YOU SHOULD DISCUSS IT WITH YOUR OWN FINANCIAL AND/OR MUNICIPAL, LEGAL, ACCOUNTING, TAX AND OTHER ADVISORS AS YOU DEEM APPROPRIATE. IF YOU WOULD LIKE A MUNICIPAL ADVISOR THAT HAS LEGAL FIDUCIARY DUTIES TO YOU, THEN YOU ARE FREE TO ENGAGE A MUNICIPAL ADVISOR TO SERVE IN THAT CAPACITY.



Vacall - AJV1215 - Worcester County

Worcester County (Water & Wastewater Division)

1000 Shore Lane
Berlin, MD 21811
United States

Reference: 20250527-115036435

Quote created: May 27, 2025

Quote expires: June 26, 2025

Quote created by: Chris Croston

Maryland Territory Manager

chris@weareisg.com

+14436132280

Comments from Chris Croston

Pricing per Sourcewell Contract #101221-GRD
Worcester County Sourcewell Account # 21046

Products & Services

Item & Description	Quantity	Unit Price	Total
Vacall AJV 1215 (12 Yard / 1500 Water) 85 GPM Sewer Cleaner Truck w/ Hydro Excavation System PLEASE SEE VACALL BUILD SPECS ON ACCOMPANYING PAGES.	1	\$554,310.85	\$554,310.85
One-time subtotal			\$554,310.85
Total			\$554,310.85

Purchase terms

Net 30

PDI, Delivery and One Day Training included

Questions? Contact me



Chris Croston
Maryland Territory Manager
chris@weareisg.com
+14436132280

Infrastructure Solutions Group, Inc.
8383 Old Richfood Road
Mechanicsville, VA 23116-8071
United States

Infrastructure Solutions Group
Presents a Sourcewell Quote of a:

Vacall AJV 1215 Combination Sewer Cleaner



For:

Worcester County DPW - Water Wastewater
1000 Shore Lane
Berlin, MD 21811





AJV 1215

Quote Date: 10/20/2025

Quote: 25878

PWO:

Sales Order:

Estimated Ship Date:

Buyer: Infrastructure Solutions Group Inc.
Pete Kurz
8383 Old Richfood Road
Mechanicsville, VA 23116
United States

Ship To: Infrastructure Solutions Group Inc.
8383 Old Richfood Road
Mechanicsville, VA 23116
United States

Customer: Worcester County, MD

Customer PO:

Supplied By: Vacall Supplied

Chassis Description: Vacall Supplied, New, Freightliner, 370 HP, Auto,
No BOC Non-CARB, 198" CA G1

Chassis Make: Freightliner

Chassis Model: 108SD/SBA

Chassis Year:

Chassis VIN#:

GVW: 66,000

Transmission: Allison 3000 RDS Automatic 6 Speed

Engine Model: Cummins L9 370 HP

Chassis Arrival Date:

Chassis Paint Code: L0006EY White Elite EY ;

14405143 **Spec Code:** G1 25 1 210 CA" Non-CARB

HP: 370 @ 2100 RPM

Vacall Part#: _____

Model	Quantity	Description
AJV 1215	1	12 CUBIC YARD/1500 GALLON
Chassis		
_____	1	Electric Back Up Alarm
_____	1	Fenders
_____	1	Mud Flaps Behind Rear Tires
_____	1	Rear Dot Under Ride Protection (Bumper)
_____	1	Tow Hooks - Front
_____	1	Factory Mounting Tandem Axle
_____	1	Tow Hooks - Rear
Paint		
_____	1	Powder Coat Subframe, Power Frame, Hose Reel Mount And Base, And Exhaust Silencer Black
_____	1	Air/Water Separator Exterior Only Powder Coated Black
14405143	1	Powder Coat Unit Gradall STD White Dupont N0006 Pt#14405143 (Excludes Cab / Chassis)
_____	1	Debris Tank Galvanized With The Supreme Finish
Power Module		
_____	1	Direct Drive For Vacuum Pump
_____	1	Hydraulic Temp / Level Sight Eye
_____	1	Shut-Off Valve(S) On Suction Side
_____	1	Transfer Case
_____	1	Variable Volume 2.7 Cir Hydraulic Piston Pump Direct Mounted To Omsi Tc For Hydraulic Functions
_____	1	Hydrostatic Drive For Water Pump Flows To 85gpm@2000psi (115 HP Max)
_____	1	Platform And Steps On Power Frame
_____	1	Transfer Case Remote Sight Glass And Fill
Debris Tank		
_____	1	Single Hoist Cylinder
_____	1	Stainless Steel Float Ball Shut-Off
_____	1	Tailgate Power Up / Down, Hydraulic Locks
_____	1	Single Debris Body Safety Prop
_____	1	Single Rear Door Safety Prop
_____	1	Stainless Steel Float Ball Cage
_____	1	Carbon Steel Splash Shield
_____	1	Float Level Indicator With Stainless Steel Ball (Not Used With Recycler Option)

	1	Ground Level Grease Fitting For Float Level Indicator (Not Used With Recycler Option)
	1	Ground Level Grease Fitting For Hoist Cylinder
	1	Ground Level Grease Manifold For Tailgate Hinge And Lock Assembly
	1	Internal Tank Flusher-Full Flow (Not Required with Recycler Option)
Debris Tank Decant		
	1	6" Decant Port On Rear Door With 6" X 20'-0" Layflat Hose & Storage Basket
	1	4" Valve On Sludge Pump Inlet - Brass Slide Gate
	1	Decant Port Screen (304 SS)(In Lieu Of Carbon Steel Screen)
	1	Sludge Pump Port Screen (304 SS)(In Lieu Of Carbon Steel Screen)
	1	Sludge Pump System On Rear Door 4" Hydraulic (710 Gpm@10' Head)
Water Tank		
	1	4" Air Gap Water Tank Fill
	1	Water Tank Electronic Level Indicator In Front Control Panel Display
	1	2-1/2" Y-Strainer On Fill Line
VA80039054	1	Sight Level Tube On Passenger Side Front of Water Tank
High Pressure Water System		
	1	Drain Valve In Water Pump Supply Line
	1	Pressure Relief Valve
	1	Strainer On Water Pump Inlet (Not Used On Recycler Models)
	1	Valve On Water Pump Inlet
	1	Water Distribution Manifold (Centrally Located)
	1	87 G.P.M./2000 PSI -120 HP
	1	Cold Weather Recirculation - Without Recycler
	1	Passengers Side Self-Winding Handgun Hannay Hose Reel W/ 50 Foot 1/2" Hose And Handgun (800 PSI @ 20 GPM)
	1	Air Purge System
	1	Hxx System Off Main Water Pump 15-20 GPM Can Only Have Pressure Rating Less Than Or Equal To Main Water Pump Inc. 1/2" X 50' Spring Rewind Hannay Hose Reel W/50' Of 1/2" Hose And Pistol Grip Style Hand Gun W/Lance Nozzle
	1	Low Point Drain - Front Mount
Vacuum System		
	1	Cyclone Separator With Drop Box Clean Out
	1	8x24 Vac Pump 4000CFM@ 18"HG (245"H2O) 200HP @ 2470 RPM With(2) Vac Relief Valves
	1	2" Brass Ball Valve Mounted On Bottom Of Blower Exhaust Silencer
	1	2" Brass Ball Valve Mounted On Bottom Of Cyclone Dropout Box
	1	Air Operated 4" Vacuum Relief Valve Controlled At Control Panel & Handheld Pendant (If Equipped)
	1	Carbon Steel Strainer Basket In Cyclone Separator (Not Used With Inlet Filter Option)
Boom		
	1	Front Mounted Hydraulic Boom (180 Degree Rotation)
	1	Hydraulic Extending Boom
	1	Extra Heavy Duty Steel Elbow
	1	Remote Grease Fitting For Boom Rotation And Extension
Hose Reel - Main		
	1	Direct Drive Hose Reel
	1	Hydraulic Hose Reel Tilt (Electric Over Hydraulic)
	1	Reel Pivot-180 Degree With Air Brake
	1	Front Reel With 800' Capacity (1" Hose)
	1	Dual Roller Level Wind
	1	Blockbuster / Jackhammer Valve / Manual Type
	1	Digital Sewer Hose Footage Counter Displayed At Operators Station
2190300007	1	Hose Tensioner Air Operated
	1	Remote Grease Manifold For Rotate Bearing 2 Swivels,Pillow Block & Pivot Pins 6 Total Hose Reel
Operator Controls		
	1	Blower Hourmeter (At Front Control Panel Lcd Display)
	1	Boom Control Joystick Recessed For Protection
	1	Color LCD Display With 32 Output Microprocessor Control (Expandable) W/J1939 Can Communication
	1	Emergency Stop
	1	Hydraulic Pressure Gauge
	1	Ip66 Sealed Exterior Electrical Controls And Wiring Harness W/Protective Cover That Exceeds Nema 4 Ratings
	1	Tachometer / Hourmeter On Color LCD Display Module
	1	Throttle Control At Hose Reel Control Panel
	1	Transfer Case Shift Controls In Cab

	1	Two Channel Camera System With 7" Swivel Color LCD Monitor
	1	Vacuum Gauge On Color LCD Display Module
	1	Water Pressure Gauge On Color LCD Display Module
	1	Water Pump Hourmeter (At Front Control Panel Lcd Display)
	1	Water Pump On/Off Switch
	1	Drivers Side Mounting Of Water Manifold And Hydraulic Control Valve.
	1	Camera System - Two Channel 7" Swivel Colored LCD Monitor With (1)
		Additional Camera. Additional Camera Mounted Per 2190170016. (Front Mounted Hose Reel)
2130170047	1	Linus-4 Wireless Remote Control To Control All Boom Functions, Throttle, Blower On/Off, Hose Reel Pay In/Out, E-Stop (Returns Eng To Idle), Water Pump Speed Control. Includes Carrying Belt For Transmitter And A 10M Cable (Not Available For The High Dump Option Or Fully Automated Controls).
	1	Low Water Light And Horn Combination
	1	Over Ride Switch For Low Water And Or High Debris Horn
	1	Reel Shift For Transfer Case
Lighting		
	1	LED D.O.T. Lighting (Includes Stop,Tail,Turn And Back-Up)
	1	Boom Work Lights-Two
	1	Installation, Rear Mounted, Traffic Advisor Bar - LED With Controls(TACF 85)
	1	Power Module Work Lights- (2)
	1	Rear Work Light - Two
2190190025	1	Strobe Light - Front-Two- Mirror Mounted Whelen L22LAP Class 2 360 Degree Super LED W/ Limb Guard
Toolboxes		
	1	Tube Rack Mounted On Silencer
	1	One Lockable Tool Box, Aluminum (18 X 18 X 36)
	1	(1) Above Water Pump Horizontal Mounted Single (1) 18"X18"X36" Aluminum Lockable Toolbox With Access Ladder (No Size Variations-Not Available With Recycler Option) Reference-2190490001 & 2190490037.
2190490037	1	(1) Rear Underride Vertical Mounted 15"X18"X24" Aluminum Lockable Toolbox Drivers Side (No Size Variations)
	1	Front Bumper Toolbox Aluminum
	1	Rear Door Tube Rack / Holds (3) Tubes
2190490021	1	Toolbox Back Of Cab X-Body Aluminum 1 Door Each End 96" X 36" X 16" (Verify Chassis Selection)
	1	Traffic Cone Holder
Packaged Items		
80363250	1	Fire Extinguisher (5#) (Not For Skid Mounted Units Shipping To Mexico)
VA34240095	1	Emergency Road Kit
	1	Tigertail Hose Guide (One)
2130360004 & 2130360003	1	Nozzle, Blue Star, 1" Standard, 80 GPM @ 2000PSI PN 2130360004 & Nozzle, Blue Star, 1" Arrow, 80 GPM @ 2000PSI PN 2130360003
43NZA30190-S16S	1	Small Nozzle Skid 1" X 3-7/8" X 15" Long
	1	24' X 8" Flat Flanged Style Aluminum Vacuum Tubes, (2) 4.0' 2130010008, (2) 5.0' VA40020072, (1) 3.0' VA40020073, (7) 8" Clamps VA40020075, (7) 8" Gaskets VA40020074, (1) VA40020069 8" X 3'-0 Nozzle Aluminum Alligator (Catch Basin Nozzle)
32SHB2K3	1	Sewer Hose 1" - 2500 PSI 600'
Accessories		
VA39100140	1	10' X 1" Leader Hose
2250010002	3	Assembly, 72" Lance Extension
2250010006	1	Assembly, Hydro-Excavator Handgun (Pistol) (Additional)
VA32050001	1	Fill Hose 25' X 2 1/2"
VA32050004	1	Hydrant Wrench
2130010031	1	Manhole Hook - 36"
2130010008	2	Tube, Aluminum, 8" X 4' - Flat Flanged Style
2130010009	2	8" X 6' Flat Flanged Aluminum Tube
Manuals		
	1	(1) Paper Copy Provided For Operator & Safety Manual
Dealer Supplied		
1		Lat. Cleaning Kit, W/ 200' X 1/2" Sewer Hose Hannay Hose Reel W/Man. Hand Crank, With (2) 1/2" Nozzles (Front Mounted)

Total Machine & Attachment Net Price:	\$440,579.43
4.00% Sourcewell Discount Adjustment:	\$17,376.58
Vacall Supplied, New, Freightliner, 370 HP, Auto, No BOC Non-CARB, 210" CA G2 :	\$128,608.00
Freight, PDI, Operator Training	\$2,500.00
Total Sourcewell Purchase Price:	\$554,310.85

Notes:

- Quote valid until 11/20/25
- Payment terms: NET 30



MUNICIPAL LEASE APPLICATION

Fax To: (866) 763-9600

Name of Applicant: Worcester County, Maryland				Federal Tax ID #: 52-6001604
Applicant Address: 1 W Market St.	City: Snow Hill	State: MD	Zip: 21863	Business Phone # 410-632-0686
Equipment Location: 1000 Shore Lane	City: Ocean Pines	State: MD	Zip: 21811	Business Fax #

Contact Person: Quinn Dittrich	Phone # & E-mail Address: 410-632-0686 qmdittrich@worcestermd.gov	Bond Rating: Moody's: Aa2 Fitch: AAA S&P: AA+
Who will be signing the lease? Quinn Dittrich	Title: Enterprise Fund Controller	Recording Secretary:
Bank Qualified Y/N? (Are the applicant's obligations bank qualified i.e. expected to issue less than \$10million in Tax-Exempt Financing this calendar year) Not expected to issue tax-exempt financing this calendar year.		
Type of Municipality (check one) ☐ City ☐ School ☐ Town ☒ County ☐ Other _____		

Equipment Description and Pricing:

X 11/04/25
DATE

X 
SIGNATURE

Phone # where individual can be reached in the next 4 hrs.

Contact (320) 763-7600 with any questions concerning this application



October 20, 2025

Worcester County

Re: Tax Exempt Municipal Lease Proposal

Dear Sir or Madam:

Lease Servicing Center, Inc. dba NCL Government Capital ("NCL") is pleased to propose to Worcester County the following Tax Exempt Municipal Lease transaction as outlined below. Under this transaction, Worcester County would enter into a Tax Exempt Municipal Lease agreement with NCL for the purpose of acquiring Vacall AJV 1215 Combination Sewer Cleaner Truck. This transaction is subject to formal review and approval by both the Lessor and Lessee.

LESSEE:	Worcester County
LESSOR:	Lease Servicing Center, Inc. dba NCL Government Capital
EQUIPMENT:	Vacall AJV 1215 Combination Sewer Cleaner Truck
EQUIPMENT COST:	\$554,310.85
DOWN PAYMENT / TRADE-IN:	<u>\$0.00</u>
AMOUNT FINANCED:	\$554,310.85
FUNDING DATE:	November 14, 2025
DEFERRAL DAYS:	61
FIRST PAYMENT DUE:	January 14, 2026
TERM:	7 Years
ANNUAL LEASE PAYMENTS:	\$93,976.69

ALTERNATIVE LEASE OPTIONS:

BALLOON PAYMENT: \$0.00

PRICING: The payments outlined above are locked, provided this proposal is accepted by the Lessee and the transaction closes/funds prior to November 20, 2025.
After these days, the final payments shall be adjusted commensurately with market rates in effect at the time of funding and shall be fixed for the entire lease term.

DOCUMENTATION FEE: \$500 paid to Lessor at closing

DOCUMENTATION: Lessor shall provide all of the documentation necessary to close this transaction. This documentation shall be governed by the laws of the State of Lessee.

TITLE / INSURANCE: Lessee shall retain title to the equipment during the lease term. Lessor shall be granted a perfected security interest in the equipment and the Lessee shall keep the equipment free from any/all liens or encumbrances during the term. Lessee shall provide adequate loss and liability insurance coverage, naming Lessor as additional insured and loss-payee.

TAX STATUS: This transaction must be designated as Tax-Exempt under Section 103 of the IRS code of 1986 as amended.

SOURCEWELL CONTRACT: NCL has been competitively bid and awarded a contract through Sourcewell (Formerly NJPA).
#092424-NCL NCL's Sourcewell Contract # is 092424-NCL.

We appreciate this opportunity to offer an NCL Financing Solution. Please do not hesitate to contact me if you have any questions at (320) 763-7600. Acceptance of this proposal is required prior to credit underwriting by NCL. Upon acceptance of this proposal, please scan and e-mail to my attention. Thank you again.

Sincerely,

Jacob Ost - (320) 763-7600
jakeo@nclgovcap.com

ACCEPTANCE

As a duly authorized agent of Worcester County, I hereby accept the proposal as outlined above and intend to close this financing with NCL, subject to final approval.

ACCEPTED: Theodore J Elder DATE: 11/04/25
NAME: Theodore J Elder TITLE: President
PHONE: (410) 632-1194

WE ARE PROVIDING THE INFORMATION CONTAINED HEREIN FOR INFORMATIONAL PURPOSES ONLY IN CONNECTION WITH POTENTIAL ARMS-LENGTH COMMERCIAL BANKING TRANSACTIONS. IN PROVIDING THIS INFORMATION, WE ARE ACTING FOR OUR OWN INTEREST AND HAVE FINANCIAL AND OTHER INTERESTS THAT DIFFER FROM YOURS. WE ARE NOT ACTING AS A MUNICIPAL ADVISOR OR FINANCIAL ADVISOR TO YOU, AND HAVE NO FIDUCIARY DUTY TO YOU OR ANY OTHER PERSON PURSUANT TO SECTION 15B OF THE SECURITIES EXCHANGE ACT OF 1934. THE INFORMATION CONTAINED IN THIS DOCUMENT IS NOT INTENDED TO BE AND SHOULD NOT BE CONSTRUED AS "ADVICE" WITHIN THE MEANING OF SECTION 15B OF THE SECURITIES EXCHANGE ACT OF 1934 AND THE MUNICIPAL ADVISOR RULES OF THE SEC. WE ARE NOT RECOMMENDING THAT YOU TAKE AN ACTION WITH RESPECT TO THE INFORMATION CONTAINED HEREIN. BEFORE ACTING ON THIS INFORMATION, YOU SHOULD DISCUSS IT WITH YOUR OWN FINANCIAL AND/OR MUNICIPAL, LEGAL, ACCOUNTING, TAX AND OTHER ADVISORS AS YOU DEEM APPROPRIATE. IF YOU WOULD LIKE A MUNICIPAL ADVISOR THAT HAS LEGAL FIDUCIARY DUTIES TO YOU, THEN YOU ARE FREE TO ENGAGE A MUNICIPAL ADVISOR TO SERVE IN THAT CAPACITY.



Vacall - AJV1215 - Worcester County

Worcester County (Water & Wastewater Division)

1000 Shore Lane
Berlin, MD 21811
United States

Reference: 20250527-115036435

Quote created: May 27, 2025

Quote expires: June 26, 2025

Quote created by: Chris Croston

Maryland Territory Manager

chris@weareisg.com

+14436132280

Comments from Chris Croston

Pricing per Sourcewell Contract #101221-GRD
Worcester County Sourcewell Account # 21046

Products & Services

Item & Description	Quantity	Unit Price	Total
Vacall AJV 1215 (12 Yard / 1500 Water) 85 GPM Sewer Cleaner Truck w/ Hydro Excavation System PLEASE SEE VACALL BUILD SPECS ON ACCOMPANYING PAGES.	1	\$554,310.85	\$554,310.85
One-time subtotal			\$554,310.85
Total			\$554,310.85

Purchase terms

Net 30
PDI, Delivery and One Day Training included

Questions? Contact me



Chris Croston

Maryland Territory Manager

chris@weareisg.com

+14436132280

Infrastructure Solutions Group, Inc.

8383 Old Richfood Road

Mechanicsville, VA 23116-8071

United States



Infrastructure Solutions Group
Presents a Sourcewell Quote of a:

Vacall AJV 1215 Combination Sewer Cleaner



For:

Worcester County DPW - Water Wastewater
1000 Shore Lane
Berlin, MD 21811





AJV 1215

Quote Date: 10/20/2025

Quote: 25878

PWO:

Sales Order:

Estimated Ship Date:

Buyer: Infrastructure Solutions Group Inc.
Pete Kurz
8383 Old Richfood Road
Mechanicsville, VA 23116
United States

Ship To: Infrastructure Solutions Group Inc.
8383 Old Richfood Road
Mechanicsville, VA 23116
United States

Customer: Worcester County, MD

Customer PO:

Supplied By: Vacall Supplied

Chassis Description: Vacall Supplied, New, Freightliner, 370 HP, Auto,
No BOC Non-CARB, 198" CA G1

Chassis Make: Freightliner

Chassis Model: 108SD/SBA

Chassis Year:

Chassis VIN#:

GVW: 66,000

Chassis Arrival Date:

Chassis Paint Code: L0006EY White Elite EY ;
14405143 **Spec Code:** G1 25 1 210 CA" Non-CARB
HP: 370 @ 2100 RPM

Vacall Part#: _____

Transmission: Allison 3000 RDS Automatic 6 Speed

Engine Model: Cummins L9 370 HP

Model	Quantity	Description
AJV 1215	1	12 CUBIC YARD/1500 GALLON
Chassis		
_____	1	Electric Back Up Alarm
_____	1	Fenders
_____	1	Mud Flaps Behind Rear Tires
_____	1	Rear Dot Under Ride Protection (Bumper)
_____	1	Tow Hooks - Front
_____	1	Factory Mounting Tandem Axle
_____	1	Tow Hooks - Rear
Paint		
_____	1	Powder Coat Subframe, Power Frame, Hose Reel Mount And Base, And Exhaust Silencer Black
_____	1	Air/Water Separator Exterior Only Powder Coated Black
14405143	1	Powder Coat Unit Gradall STD White Dupont N0006 Pt# 14405143 (Excludes Cab / Chassis)
_____	1	Debris Tank Galvanized With The Supreme Finish
Power Module		
_____	1	Direct Drive For Vacuum Pump
_____	1	Hydraulic Temp / Level Sight Eye
_____	1	Shut-Off Valve(S) On Suction Side
_____	1	Transfer Case
_____	1	Variable Volume 2.7 Cir Hydraulic Piston Pump Direct Mounted To Omsi Tc For Hydraulic Functions
_____	1	Hydrostatic Drive For Water Pump Flows To 85gpm@2000psi (115 HP Max)
_____	1	Platform And Steps On Power Frame
_____	1	Transfer Case Remote Sight Glass And Fill
Debris Tank		
_____	1	Single Hoist Cylinder
_____	1	Stainless Steel Float Ball Shut-Off
_____	1	Tailgate Power Up / Down, Hydraulic Locks
_____	1	Single Debris Body Safety Prop
_____	1	Single Rear Door Safety Prop
_____	1	Stainless Steel Float Ball Cage
_____	1	Carbon Steel Splash Shield
_____	1	Float Level Indicator With Stainless Steel Ball (Not Used With Recycler Option)

	1	Ground Level Grease Fitting For Float Level Indicator (Not Used With Recycler Option)
	1	Ground Level Grease Fitting For Hoist Cylinder
	1	Ground Level Grease Manifold For Tailgate Hinge And Lock Assembly
	1	Internal Tank Flusher-Full Flow (Not Required with Recycler Option)
Debris Tank Decant		
	1	6" Decant Port On Rear Door With 6" X 20'-0" Layflat Hose & Storage Basket
	1	4" Valve On Sludge Pump Inlet - Brass Slide Gate
	1	Decant Port Screen (304 SS)(In Lieu Of Carbon Steel Screen)
	1	Sludge Pump Port Screen (304 SS)(In Lieu Of Carbon Steel Screen)
	1	Sludge Pump System On Rear Door 4" Hydraulic (710 Gpm@10' Head)
Water Tank		
	1	4" Air Gap Water Tank Fill
	1	Water Tank Electronic Level Indicator In Front Control Panel Display
	1	2-1/2" Y-Strainer On Fill Line
VA80039054	1	Sight Level Tube On Passenger Side Front of Water Tank
High Pressure Water System		
	1	Drain Valve In Water Pump Supply Line
	1	Pressure Relief Valve
	1	Strainer On Water Pump Inlet (Not Used On Recycler Models)
	1	Valve On Water Pump Inlet
	1	Water Distribution Manifold (Centrally Located)
	1	87 G.P.M./2000 PSI -120 HP
	1	Cold Weather Recirculation - Without Recycler
	1	Passengers Side Self-Winding Handgun Hannay Hose Reel W/ 50 Foot 1/2" Hose And Handgun (800 PSI @ 20 GPM)
	1	Air Purge System
	1	Hxx System Off Main Water Pump 15-20 GPM Can Only Have Pressure Rating Less Than Or Equal To Main Water Pump Inc. 1/2" X 50' Spring Rewind Hannay Hose Reel W/50' Of 1/2" Hose And Pistol Grip Style Hand Gun W/Lance Nozzle
	1	Low Point Drain - Front Mount
Vacuum System		
	1	Cyclone Separator With Drop Box Clean Out
	1	8x24 Vac Pump 4000CFM@ 18"HG (245"H2O) 200HP @ 2470 RPM With(2) Vac Relief Valves
	1	2" Brass Ball Valve Mounted On Bottom Of Blower Exhaust Silencer
	1	2" Brass Ball Valve Mounted On Bottom Of Cyclone Dropout Box
	1	Air Operated 4" Vacuum Relief Valve Controlled At Control Panel & Handheld Pendant (If Equipped)
	1	Carbon Steel Strainer Basket In Cyclone Separator (Not Used With Inlet Filter Option)
Boom		
	1	Front Mounted Hydraulic Boom (180 Degree Rotation)
	1	Hydraulic Extending Boom
	1	Extra Heavy Duty Steel Elbow
	1	Remote Grease Fitting For Boom Rotation And Extension
Hose Reel - Main		
	1	Direct Drive Hose Reel
	1	Hydraulic Hose Reel Tilt (Electric Over Hydraulic)
	1	Reel Pivot-180 Degree With Air Brake
	1	Front Reel With 800' Capacity (1" Hose)
	1	Dual Roller Level Wind
	1	Blockbuster / Jackhammer Valve / Manual Type
	1	Digital Sewer Hose Footage Counter Displayed At Operators Station
2190300007	1	Hose Tensioner Air Operated
	1	Remote Grease Manifold For Rotate Bearing 2 Swivels,Pillow Block & Pivot Pins 6 Total Hose Reel
Operator Controls		
	1	Blower Hourmeter (At Front Control Panel Lcd Display)
	1	Boom Control Joystick Recessed For Protection
	1	Color LCD Display With 32 Output Microprocessor Control (Expandable) W/J1939 Can Communication
	1	Emergency Stop
	1	Hydraulic Pressure Gauge
	1	Ip66 Sealed Exterior Electrical Controls And Wiring Harness W/Protective Cover That Exceeds Nema 4 Ratings
	1	Tachometer / Hourmeter On Color LCD Display Module
	1	Throttle Control At Hose Reel Control Panel
	1	Transfer Case Shift Controls In Cab

	1	Two Channel Camera System With 7" Swivel Color LCD Monitor
	1	Vacuum Gauge On Color LCD Display Module
	1	Water Pressure Gauge On Color LCD Display Module
	1	Water Pump Hourmeter (At Front Control Panel Lcd Display)
	1	Water Pump On/Off Switch
	1	Drivers Side Mounting Of Water Manifold And Hydraulic Control Valve.
	1	Camera System - Two Channel 7" Swivel Colored LCD Monitor With (1) Additional Camera. Additional Camera Mounted Per 2190170016. (Front Mounted Hose Reel)
2130170047	1	Linus-4 Wireless Remote Control To Control All Boom Functions, Throttle, Blower On/Off, Hose Reel Pay In/Out, E-Stop (Returns Eng To Idle), Water Pump Speed Control. Includes Carrying Belt For Transmitter And A 10M Cable (Not Available For The High Dump Option Or Fully Automated Controls).
	1	Low Water Light And Horn Combination
	1	Over Ride Switch For Low Water And Or High Debris Horn
	1	Reel Shift For Transfer Case
Lighting		
	1	LED D.O.T. Lighting (Includes Stop,Tail,Turn And Back-Up)
	1	Boom Work Lights-Two
	1	Installation, Rear Mounted, Traffic Advisor Bar - LED With Controls(TACF 85)
	1	Power Module Work Lights- (2)
	1	Rear Work Light - Two
2190190025	1	Strobe Light - Front-Two- Mirror Mounted Whelen L22LAP Class 2 360 Degree Super LED W/ Limb Guard
Toolboxes		
	1	Tube Rack Mounted On Silencer
	1	One Lockable Tool Box, Aluminum (18 X 18 X 36)
	1	(1) Above Water Pump Horizontal Mounted Single (1) 18"X18"X36" Aluminum Lockable Toolbox With Access Ladder (No Size Variations-Not Available With Recycler Option) Reference-2190490001 & 2190490037.
2190490037	1	(1) Rear Underride Vertical Mounted 15"X18"X24" Aluminum Lockable Toolbox Drivers Side (No Size Variations)
	1	Front Bumper Toolbox Aluminum
	1	Rear Door Tube Rack / Holds (3) Tubes
2190490021	1	Toolbox Back Of Cab X-Body Aluminum 1 Door Each End 96" X 36" X 16" (Verify Chassis Selection)
	1	Traffic Cone Holder
Packaged Items		
80363250	1	Fire Extinguisher (5#) (Not For Skid Mounted Units Shipping To Mexico)
VA34240095	1	Emergency Road Kit
	1	Tigertail Hose Guide (One)
2130360004 & 2130360003	1	Nozzle, Blue Star, 1" Standard, 80 GPM @ 2000PSI PN 2130360004 & Nozzle, Blue Star, 1" Arrow, 80 GPM @ 2000PSI PN 2130360003
43NZA30190-S16S	1	Small Nozzle Skid 1" X 3-7/8" X 15" Long
	1	24' X 8" Flat Flanged Style Aluminum Vacuum Tubes, (2) 4.0' 2130010008, (2) 5.0' VA40020072, (1) 3.0' VA40020073, (7) 8" Clamps VA40020075, (7) 8" Gaskets VA40020074, (1) VA40020069 8" X 3'-0 Nozzle Aluminum Alligator (Catch Basin Nozzle)
32SHB2K3	1	Sewer Hose 1" - 2500 PSI 600'
Accessories		
VA39100140	1	10' X 1" Leader Hose
2250010002	3	Assembly, 72" Lance Extension
2250010006	1	Assembly, Hydro-Excavator Handgun (Pistol) (Additional)
VA32050001	1	Fill Hose 25' X 2 1/2"
VA32050004	1	Hydrant Wrench
2130010031	1	Manhole Hook - 36"
2130010008	2	Tube, Aluminum, 8" X 4' - Flat Flanged Style
2130010009	2	8" X 6' Flat Flanged Aluminum Tube
Manuals		
	1	(1) Paper Copy Provided For Operator & Safety Manual
Dealer Supplied		
1		Lat. Cleaning Kit, W/ 200' X 1/2" Sewer Hose Hannay Hose Reel W/Man. Hand Crank, With (2) 1/2" Nozzles (Front Mounted)

Total Machine & Attachment Net Price:	\$440,579.43
4.00% Sourcewell Discount Adjustment:	\$17,376.58
Vacall Supplied, New, Freightliner, 370 HP, Auto, No BOC Non-CARB, 210" CA G2 :	\$128,608.00
Freight, PDI, Operator Training	\$2,500.00
Total Sourcewell Purchase Price:	\$554,310.85

Notes:

- Quote valid until 11/20/25
- Payment terms: NET 30



ITEM 9 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: July 7, 2026
Re: County Commissioners' Report – Consultation with Atwell, LLC – Old Virginia Road Solar
.....

Attached please find a draft letter addressing the County Commissioners' vote relative to the above referenced utility scale solar project based upon the pre-application consultation held on July 7, 2026.

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



ITEM 9 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 21, 2026

Atwell, LLC
c/o John Gonzalez
11721 Woodmore Road, Suite 200
Mitchellville, MD 20721

Re: Utility-Scale Solar consultation request – Old Virginia Road Solar
Tax Map 92, Parcel 74, 1521 Old Virginia Road, Pocomoke City

Dear Mr. Gonzalez:

During the pre-application consultation on Tuesday, July 7, 2026, the Worcester County Commissioners voted to **oppose** the 4.95 MW community solar project based upon the amount of land consumption for the project in an area adjacent to the city's designated growth area; the fact that there are already four other solar energy projects within a two-mile radius; and concerns about the project's potential impact on property values and economic development.

Additionally, the County Commissioners denied the requested siting modification for the side yard setback. Therefore, any future project submission shall include full compliance with the Renewable Energy Certainty Act siting standards.

Should you have any questions or require additional information, please do not hesitate to contact me at (410) 632-1200, extension 1123 or via email at jkkeener@worcestermd.gov.

Sincerely,

Jennifer K. Keener, AICP
Director



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: July 14, 2026
 Re: **Request to Award – Printing & Mailing Services (*Tax & Utility Bills*)**

Treasurer's Office is recommending the County award the contract for **Printing & Mailing Services (*Tax & Utility Bills*)** to **Data Integrators (*Fredericksburg, VA*)**. The total funds requested are **\$38,959 per year x 2-year contract term = \$77,918 total**.

Proposals were due and opened on June 24, 2026, at 2 p.m. Three (3) 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:

- 1) Treasurer's Office- Tax Billing \$21,157 per Vendor 100.1005.010.6100.260- Administrative Expense Tax Bills & Envelopes (\$22,000 budgeted)
- 2) Treasurer's Office- Check stock \$2,464 100.1005.010.6100.220- (\$3,000 budgeted)
- 3) Solid Waste - Misc. Items Decals, etc. \$2,288 680.7001.6100.010- Administrative Expense (\$6,084 budgeted)
- 4) Water/ Wastewater- Utility Billing, \$13,050 510.6100.010-Administrative Expense (\$15,000 budgeted)

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

Project Name: Printing & Mailing Services
Date: 06/24/26
Request for Proposals Tabulation Sheet
<u>Respondent's Name(s):</u>
Data Integrators (<i>Fredericksburg, VA</i>)
ACE Printing & Mailing (<i>Berlin, MD</i>)
OneSource (<i>Buffalo Grove, IL</i>)

SECTION IV: PROPOSAL SPECIFICATIONS

A. SCOPE

1. The County is seeking proposals from qualified Vendors for **Printing & Mailing Services (Tax & Utility Bills, & other Treasurer Operations)** in accordance with the terms and conditions and specifications set forth in this solicitation.

B. CONTRACT PRICING

1. Contract pricing will be valid for the term of **two (2) years**, ("Contract Period").
2. Pricing must include all labor, materials, tools, and equipment to perform Work.
3. 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 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 re-bid.

D. SUMMARY

Details of Printing & Mailing Services involving File conversion (Tax & Utility Bills & Landfill Permits)

1. Solid Waste / Landfill

Transfer Station Permit Applications – File conversion of two different PDF files, merging of application data, and creation of estimated 3,200 landfill permits. Cost includes printing, stuffing, file conversion, and transport to the mail carrier. Postage will be invoiced separately as a pass-through expense with no mark-up.

2. Tax Initial Billing

Initial billing of estimated 22,000 Primary residence (Long Form), and 44,000 Non primary residence (short forms) to Stuff and Print. Printing off Bills and Bill Backers for long and short forms, as well as inserting a 1/3-page flyer. File conversion to extract out any properties that needed to be excluded from the mailing. This would also include transport to the Mail Carrier. Postage would be invoiced separately as a pass-thru expense without mark-up.

3. Wastewater

Stuffing and Mailing of an estimated 15,000 bills per quarter. The County will print the bills in-house, and the printer will pick them up for processing and mailing. Postage will be invoiced separately as a pass-through expense with no mark-up.

Annual printing and mailing of 12,500 Consumer Confidence Reports (CCRs), typically consisting of two pages each. Cost includes file conversion, printing, stuffing, and transport to the mail carrier. Postage will be invoiced separately as a pass-through expense with no mark-up.

10,000 Bill Backers (Blue pages that are perforated) These are used for Delinquent Notices, not used in quarterly billing process

60,000 #10 and #9 Envelopes

ADDITIONAL MAILINGS RELATED TO LANDFILL

- **6,500 decals HOCC Permits:** ordered in packs of 200
- **PAYT-Bag Tags Annual:** Purchased in person-no mailing
 - (8,500 on sheets of 5)
- **Annual commercial renewal permit decal:**
 - i. 500 sets

Estimated 4000 Windowed envelopes for the landfill

Estimated 100 Windowless envelopes

ALL MAILINGS RELATED TO PAYROLL AND A/P

- **CHECK STOCK:**
 - Estimated 1,200 check stock for Payroll
 - Estimated 12,000 check stock for AP Wastewater
 - Estimated 22,000 check stock for AP General Fund
 - 28,600 #10 in Flap Window Envelope
- **Security Paper for ACH stubs:** Estimated 400
- **End of year forms:** (W2/1095C/1099- Forms and envelopes) Estimated 1000 of each type
3000 forms and 3000 envelopes

ALL OTHER MAILINGS RELATED TO TAXES

Room Tax – 9,000 Room Tax Reports Forms (bill backers on perforated pages)

9000 Envelopes The stuffing and mailing is done in-house.

Personal Property – 3000 Bill backers to print the forms (bill backers on perforated pages)

3000 Envelopes - The stuffing and mailing is done in-house.

Tax Generic– estimated 8,700 Tax Envelopes (Supplemental 500, Delinquents 7,000, New Construction 200, Tax Sale 1,000). The stuffing and mailing is done in-house.

E. GENERAL REQUIREMENTS

1. The Successful Vendor must be licensed to perform Work in the State of Maryland.

F. PRE-PROPOSAL CONFERENCE

1. Intentionally omitted

G. PAYMENT

1. The County will make payment(s) to the Successful Vendor within thirty (30) calendar days from the receipt of a proper invoice for approved and accepted work performed.
2. Unless otherwise noted, **all additional charges shall be included in the price quoted.**
 - a. This includes delivery, shipping, and any other materials (proofs, paper, etc.) needed to successfully complete the project according to the terms described.
 - b. The County will not be responsible for any costs incurred by any vendor in preparing and submitting a proposal.
3. Successful Vendor agrees to complete any necessary vendor paperwork as required by the County.

H. QUESTIONS

1. The last day for questions is listed under Section I, Subsection C.2.

I. AWARD

1. The County intends to award the contract to the Vendor whose Completed Proposal represents the best value to the County. In awarding such contracts, the Commissioners may consider lowest or best bid, quality of goods and work, time of delivery or completion, responsibility of bidders, local presence of bidders and previous experience of bidders with County contracts. **The Commissioners are not required to accept the lowest bid.** The Commissioners may require security or bond from the successful bidder for the performance of their contract. The provisions of this section shall not be applicable to the engaging of an independent auditor or the awarding of contracts for professional services.

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 21, 2026**, between the **County Commissioners of Worcester County, Maryland** ("County"); and **Data Integrators, Inc.** ("Successful Vendor").

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

1. Successful Vendor will commence and complete **Printing & Mailing Services (Tax & Utility Bills)**.
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 **\$38,159.⁰⁰ per year for a 2-year term = \$76,318.⁰⁰ total (Seventy-Six Thousand Three Hundred Eighteen 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: Proposal Specifications
 - h. Form of Proposal
 - 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:



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

A handwritten signature in black ink, reading "Brian Jones".

Re: Requesting MOU Approval

Date: July 14, 2026

I am requesting formal approval to move forward with the development and execution of a Memorandum of Understanding (MOU) between **Worcester County Government**, the **Worcester County Board of Education**, and the **Maryland Department of Information Technology (DoIT)**.

The purpose of this MOU is to establish a cooperative framework that supports shared technology resources, improved cybersecurity posture, coordinated infrastructure planning, and streamlined communication between the three entities. Establishing this agreement will:

- Clarify roles and responsibilities related to shared IT systems and services.
- Enable more efficient coordination on infrastructure upgrades and security initiatives.
- Support compliance with statewide technology standards and guidance from DOIT.

Once approved, the completed document will be returned to DoIT.

Please let me know if you require additional details or would like to discuss the scope of the MOU further. Your approval is required to continue our relationship with DoIT.

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE WORCESTER COUNTY GOVERNMENT
AND
THE MARYLAND DEPARTMENT OF INFORMATION TECHNOLOGY
FOR
PROVISION OF INFORMATION TECHNOLOGY SERVICES**

This MEMORANDUM OF UNDERSTANDING ("MOU"), is made by and between the WORCESTER COUNTY GOVERNMENT ("the County/Locality") and the Maryland Department of Information Technology ("DoIT") (each a "Party" and, collectively, the "Parties").

WHEREAS, DoIT is a principal department of the State of Maryland and provides information technology ("IT") services for units of government with the State of Maryland;

WHEREAS, DoIT has the capacity to provide certain of these services to County/Locality; and

WHEREAS, the Parties desire to memorialize the general terms and conditions applicable to DoIT's provision of IT service to County/Locality.

NOW, THEREFORE, in consideration of the foregoing, the Parties agree as follows:

1. RESPONSIBILITIES OF THE PARTIES

A. The County/Locality agrees to:

- 1) Any services subscribed to by County/Locality are automatically added as an addendum to this MOU.
- 2) Designate a County/Locality employee as the "DoIT Liaison" who will serve as the primary point of contact to work with the DoIT-appointed Portfolio Officer ("PO") assigned to the County/Locality who will act as the primary interface between the County/Locality and DoIT; and, possesses sufficient organizational authority to oversee the County/Locality's responsibilities set forth in this MOU.
- 3) Designate a County/Locality employee who will serve as the dedicated "County/Locality Information Security Officer" (ISO) that oversees the County/Locality's compliance with DoITs Security policies, procedures and standards; is the County/Locality contact for questions related to compliance; and is responsible for any required compliance reporting to DoIT.
- 4) Pay DoIT in accordance with Paragraph 2 below for subscribed to services.

- 5) Submit all support or service requests related to the services provided by DoIT to DoIT's Service Desk in accordance with DoIT's service catalog descriptions. These agreements may be updated from time to time.
- 6) Where DoIT is hosting an IT system or service on behalf of the County/Locality, including but not limited to websites, the County/Locality acknowledges that DoIT has full administrative access to the underlying platform to provide patching and system maintenance. This authority is limited to infrastructure management and expressly excludes administration of the hosted system or service itself.
- 7) Adhere to DoIT's standards, guidelines, and policies, as established and when updated, applicable to subscribed to services. DoIT will provide the County/Locality with not less than thirty (30) days' advance notice of the establishment or modification of any standard, guideline, or policy. The State ISO Program will provide assistance with implementation through training as necessary, and agencies may request such training as required.
- 8) Adhere to the terms and conditions applicable to services subscribed to by the County/Locality.
- 9) Assume the costs of bringing the County/Locality into compliance with DoIT's IT standards (including, but not limited to hardware, software, or professional services costs).
- 10) As soon as practicable, inform DoIT in writing of any system changes, laws, regulations, standards, including changes and proposals for changes, that may impact DoIT's provision of services to the County/Locality.

B. DoIT agrees to:

- 1) Advise the County/Locality in selecting and subscribing to services in DoIT's service catalog.
- 2) Provide and maintain the services to which the County/Locality subscribes as shown on an addendum to this MOU.
- 3) In DoIT's sole discretion and in accordance with #4 below, periodically update the service catalog to add new features, discontinue obsolete features, and provide, as established in the service catalog, support for County/Locality requests. DoIT is responsible for communicating these changes to the County/Locality, at minimum annually, and will work with agencies on a mutually agreeable plan for services being offboarded.

- 4) Maintain a change management procedure, reviewed and approved by the IT Council, that assesses the fiscal and operational impacts of changes to the service catalog.
- 5) Appoint an individual to serve as a Portfolio Officer (PO) to the County/Locality. The PO will be a DoIT employee who is the County/Locality's principal contact regarding this MOU.
- 6) Continue to employ qualified personnel to maintain the requirements of Service Level Agreements as defined within the DoIT service catalog.
- 7) Submit remittance requests to the County/Locality as outlined in Paragraph 2.A.1 below.
- 8) Provide sufficient access to the County/Locality's applications, platforms, and services that remain under the custody and control of the County/Locality, provided that the access required are consistent with Statewide IT security policy and standards and do not negatively impact the operation of DoIT systems. This includes toolsets to manage elevated administrative rights consistent with State security requirements where required.
- 9) Use generally accepted industry best practices for ensuring the durability and privacy of data in its custody, following established State guidelines and policies for the retention and protection of data.
- 10) Inform the County/Locality of any laws, regulations, or standards, including changes and proposals for changes, that impact the provision of services.

2. PAYMENT

A. Payment for Recurring Services provided by DoIT :

1) DoIT will issue remittance requests for Recurring Services as follows-

- a. For Counties/localities subscribing to a Recurring Service on an annual basis:
 1. DoIT will provide a final remittance request to the County/Locality by September 30 and will bill the County/Locality annually. Payment is due within thirty (30) days of receipt.

b. For all other County/Locality requests for Recurring Services outside of the annual subscription or above the annual agreed level of usage and quantity:

1. DoIT will create a Statement of Work ("SOW") that will outline the provision of services.
2. DoIT will submit a remittance request to cover the costs in the SOW.
3. The County/Locality will remit payment within thirty (30) days of the receipt of the remittance request.

B. Payment for Non-Recurring Services (those contained in DoIT's service catalog that are not currently provided on an ongoing basis):

In the event County/Locality requires non-recurring services:

- 1) DoIT and the County/Locality will create a Statement of Work ("SOW") that will outline the provision of services requested by the County/Locality.
- 2) DoIT will submit a remittance request to the County/Locality for the services to be provided under the SOW.
- 3) County/Locality will remit payment to DoIT to fully cover the costs of these services in the same fiscal year in which services are rendered. County/Locality will remit payment within thirty (30) days of receipt of a properly payable remittance request.

C. DoIT will deliver remittance requests via email to:

bjones@worcestermd.gov

D. In the event that DoIT does not receive payment within the timeframes listed above, it may suspend or terminate the services provided to the County/Locality under this MOU.

3. **TERM AND TERMINATION**

A. Unless earlier terminated as provided for herein, this MOU will be effective as of the date of last signature below and will continue through June 30, 2030.

B. Either Party may terminate this MOU upon thirty (30) days written notice to the other Party.

C. Termination of this MOU and the services provided by DoIT will take effect at the sooner of the conclusion of the fiscal year following the fiscal year in which notice to terminate is given, or the conclusion of the fiscal year in which funds have been appropriated for the services contemplated in this MOU.

D. In the event either party terminates this MOU (or a service DoIT provides pursuant to this MOU):

- 1) The Parties will develop and agree upon a transition out plan whose activities and obligations the Parties will complete by the effective date of termination. The terminating party will cover all costs associated with the transition (as determined by DoIT).
- 2) DoIT will not return transferred funds to the County/Locality that are committed or otherwise obligated for services.

4. MODIFICATIONS

All amendments to this MOU must first be approved in writing by the Secretary and fiscal officer of each Party, or their respective duly authorized designees, subject to any additional approvals required by State law. No amendment to this MOU will be binding unless in writing and signed by the Parties' Secretaries and fiscal officers.

5. DISPUTES

DoIT and County/Locality agree to use good faith efforts to resolve disputes concerning any provisions of this MOU or services provided thereunder in a cooperative, efficient, and timely manner. In the event that officials and employees of the departments involved in implementing this MOU of the provision of services thereunder are unable to resolve a disagreement despite such good faith efforts the initial dispute resolution should be coordinated between the County/Locality's assigned portfolio officer and CIO (or equivalent). If this does not reach a satisfactory conclusion, at the request of either of the parties hereto, the disagreement will be referred to and jointly decided by the Director of Information Technology of the Worcester County Government and the Deputy Secretary of DoIT. In the event the Deputy Secretary and Director of Information Technology are unable to resolve a dispute, the matter, at the request of either of the parties hereto will be referred to the County/Locality heads for resolution. In the event the County/Locality heads are unable to reach a decision, the dispute will be forwarded to the Governor for final resolution.

6. MARYLAND LAW PREVAILS

This MOU will be construed, interpreted, and enforced according to the laws of the State of Maryland.

7. NOTICES

- A. Notices required under this MOU to be given by one Party to the other must be in writing and either delivered in person, sent via electronic mail at the address shown below (with receipt acknowledged) or sent to the address shown below by postage

prepaid U.S. certified mail, return receipt requested (or by a recognized courier service with an asset tracking system, such as Federal Express, UPS, or DHL):

1) If to the County/Locality:

Director of Information Technology
Worcester County Government
1 West Market Street
Snow Hill, MD 21863
bjones@worcestermd.gov
(410) 632-5610 Ext 1522

2) If to the Department of Information Technology:

Deputy Secretary/Chief Operating Officer
Department of Information Technology
100 Community Place
Crownsville, MD 21032
doit.deputy.secretary@maryland.gov
(410) 697-9402

- B. In the event that any point of contact identified above ceases to operate in that capacity, each Party agrees to assign an appropriate substitute contact and to provide updated contact details to the other Party, in writing and signed by the Party's Secretary or designee, within thirty (30) days of such change.

8. COUNTERPARTS

This MOU may be executed in counterparts; all such counterparts will be deemed one agreement. This MOU may be executed by facsimile or electronic (.pdf) signature and a facsimile or electronic (.pdf) signature will constitute an original for all purposes without delivery of an original signature being thereafter required.

9. SUPPORTING ADDENDA

Any services subscribed to by County/Locality are automatically added as an addendum to this MOU. The Parties will supplement this MOU with additional exhibits that will cover, among other things, the cost of service, the services DoIT is providing to the County/Locality, and additional terms for those services.

10. ENTIRE AGREEMENT

This MOU and its supporting addenda comprise the entire agreement between the Parties concerning its subject matter and will supersede all prior agreements, oral and written declarations of intent and other legal arrangements.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their proper and duly authorized offices.

BY: _____

Chief Administrative Officer
Worcester County Government

Date: _____

BY: _____

Secretary
Department of Information Technology

Date: _____

Approved as to legal form and sufficiency

This _____ day of _____, 20__

DoIT Assistant Attorney General



ITEM 12 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: July 6, 2026
Re: Bill Introduction – § ZS 1-305(p)(3) - Amending the square foot limitations for accessory buildings on a lot or parcel without a principal structure

.....

On July 2, 2026, the Planning Commission reviewed the proposed text amendment submitted by Mr. Mark Cropper. The amendment would permit a larger residential accessory structure on a lot or parcel without having a principal structure (i.e. dwelling). The current 500 square foot limitation remains, but a special exception provision would be added to allow up to 1,600 square feet where the lot or parcel is located within 100 feet of the applicant's primary residence. The Planning Commission gave a unanimous favorable recommendation as revised to include a deed restriction. A copy of the draft bill is attached for your consideration.

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

If introduced, public comments can be submitted via email to jkkeener@worcestermd.gov. Please note that names and addresses provided may be included in the public record.

PLANNING COMMISSION DISCUSSION

Mark Cropper, attorney, and Thomas Johnson, applicant, were present for the review. Mr. Cropper stated that this is a text amendment for enabling legislation only, which would allow the Board of Zoning Appeals to consider a special exception request to expand the size of an accessory structure without a primary structure beyond the 500 square foot limit, up to 1,600 square feet. The caveat is that the primary residence shall be located not greater than 100' from lot or parcel where the accessory structure where parcel is to be located. This language was included intentionally; Mr. Cropper stated that he understands that the Planning Commission and County Commissioners don't want to have a proliferation of large accessory structures. In this situation, the Johnson's have a county road between the two lots. While they could construct a 500 square foot structure, they would like something larger for a boat/trailer. Their primary lot cannot accommodate an expansion due to half being marsh and Critical Area impervious surface limitations, so they don't get full use and benefit of their primary lot. The language was written to limit its application as much as possible. If the County Commissioners were to look favorably upon this amendment, and the Board of Zoning Appeals grants a special

exception, they would put a deed restriction on the properties so that one could not be sold without the other. They discussed other factors that would be applicable for a special exception justification.

Mr. Johnson added that their primary residence consists of two parcels, one of which is a well parcel across street from house. The other lot cannot be built upon due to septic limitations and well locations for the development.

As Mr. Barbierri pointed out, a text amendment is not specific to the property; it applies to all of Worcester County. While Mr. Johnson may have a unique situation, others may not. Mr. Cropper said that's why the Board of Zoning Appeals has the authority to review the case and allow for public comment/testimony. He is just seeking the right to make the case to the Board of Zoning Appeals. The Planning Commission discussed adding the deed restriction language to the proposed amendment. Staff noted that we were unable to determine the number of impacted lots through GIS analysis.

Following the discussion, a motion was made by Mrs. Knight to provide a favorable recommendation on the text amendment with language added relative to a deed restriction. Ms. Ott seconded the motion, and the motion carried unanimously (6 to 0).

cc: Mark Cropper, attorney for the applicant
Roscoe Leslie, County Attorney
file

COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND

BILL 26-__

BY:

INTRODUCED:

A BILL ENTITLED

AN ACT Concerning

Zoning – Accessory structure size

For the purpose of amending the Zoning and Subdivision Control Article to establish a special exception provision to permit an accessory structure up to 1,600 square feet where the lot or parcel is located within 100 feet of the property owner's primary residence.

Section 1. BE IT ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that Subsection § ZS 1-305(p)(3) of the Zoning and Subdivision Control Article of the Code of Public Local Laws of Worcester County, Maryland be repealed and replaced to read as follows:

- (3) No accessory use or structure shall be permitted on a lot unless the principal use or structure was in existence previously or until construction of the principal structure is diligently pursued; provided, however, that a single customary residential accessory structure less than five hundred square feet in area, a single private dock, boat ramp or pier abutting a single-family lot may be constructed for the exclusive, personal use of the lot owner. THE FIVE HUNDRED SQUARE FOOT SIZE LIMITATION MAY BE INCREASED TO NOT MORE THAN ONE THOUSAND SIX HUNDRED SQUARE FEET BY SPECIAL EXCEPTION OF THE BOARD OF ZONING APPEALS, PROVIDED THE PROPERTY OWNER'S PRIMARY RESIDENCE IS LOCATED ON A LOT OR PARCEL OF LAND NOT GREATER THAN ONE HUNDRED FEET FROM THE LOT OR PARCEL WHERE THE ACCESSORY STRUCTURE IS TO BE LOCATED, **SUBJECT TO A RECORDED DEED RESTRICTION.**

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

PASSED this _____ day of _____, 2026.



DEPARTMENT OF
DEVELOPMENT REVIEW AND PERMITTING

Worcester County

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

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

ZONING DIVISION
BUILDING DIVISION
DATA RESEARCH DIVISION

ADMINISTRATIVE DIVISION
CUSTOMER SERVICE DIVISION
TECHNICAL SERVICES DIVISION

MEMORANDUM

To: Worcester County Planning Commission
From: Jennifer Keener, AICP, Director
Date: May 21, 2026
Re: Text Amendment– Amend § ZS 1-305(p)(3) - Amending the square foot limitations for accessory buildings on a lot or parcel without a principal structure

Mark Cropper has submitted a text amendment application to allow a larger residential accessory structure on a lot or parcel without having a principal structure (i.e. dwelling). The current 500 square foot limitation remains, but a special exception provision would be added to allow up to 1,600 square feet where the lot or parcel is located within 100 feet of the applicant's primary residence. A copy of the draft bill language is attached.

The original provision was added to the zoning code in 1995; prior to that, no accessory use or structure was permitted without the primary use first being established. It is my understanding that the intent of this amendment was to allow a small shed to house maintenance equipment for the property where no dwelling existed. It addressed the need for property maintenance to reduce nuisance complaints about tall grass and weeds within communities. Under the current request, the property owner will live within 100 feet of the property in question; therefore, property maintenance does not appear to be the issue.

Mr. Cropper's client owns two lots separated by a county road, one of which is improved with a dwelling. Therefore, he cannot file a Declaration of Consolidation to construct a residential accessory structure larger than 500 square feet. The application states that he is desirous of constructing a larger accessory building to potentially store watercraft, vehicles, and building materials. Any private, noncommercial storage of personal property for the property owner would be allowed within a residential accessory building.

It is staff's opinion that the request is arbitrary, designed to suit one property owner's circumstances. Additionally, staff would be unable to enforce a primary residence condition should the properties be transferred later.

While this seems like a bill that will have very limited applicability, it is unclear why an addition or detached accessory building could not be accommodated on the main parcel if there is already a primary dwelling. If the amendment is approved, any application to the Board of Zoning Appeals shall explain the unique circumstances of the lots or parcels in question that would justify the expansion of

the accessory structure. Additionally, the department would require a deed of consolidation or other appropriate legal mechanism at permit stage to bind the two properties together.

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

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

COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND

BILL 26-____

BY:

INTRODUCED:

A BILL ENTITLED

AN ACT Concerning

Zoning – Accessory structure size

For the purpose of amending the Zoning and Subdivision Control Article to establish a special exception provision to allow up to 1,600 square feet where the lot or parcel is located within 100 feet of the property owner's primary residence.

Section 1. BE IT ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that Subsection § ZS 1-305(p)(3) of the Zoning and Subdivision Control Article of the Code of Public Local Laws of Worcester County, Maryland be repealed and replaced to read as follows:

- (3) No accessory use or structure shall be permitted on a lot unless the principal use or structure was in existence previously or until construction of the principal structure is diligently pursued; provided, however, that a single customary residential accessory structure less than five hundred square feet in area, a single private dock, boat ramp or pier abutting a single-family lot may be constructed for the exclusive, personal use of the lot owner. THE FIVE HUNDRED SQUARE FOOT SIZE LIMITATION MAY BE INCREASED TO NOT MORE THAN ONE THOUSAND SIX HUNDRED SQUARE FEET BY SPECIAL EXCEPTION OF THE BOARD OF ZONING APPEALS, PROVIDED THE PROPERTY OWNER'S PRIMARY RESIDENCE IS LOCATED ON A LOT OR PARCEL OF LAND NOT GREATER THAN ONE HUNDRED FEET FROM THE LOT OR PARCEL WHERE THE ACCESSORY STRUCTURE IS TO BE LOCATED.

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

PASSED this _____ day of _____, 2026.



**Worcester County Commissioners
Worcester County Government Center
Once West Market Street, Room 1103
Snow Hill, MD 21863**

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

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

Date Received by Office of the County Commissioners: _____

Date Received by Development Review and Permitting: April 9, 2026

Date Reviewed by Planning Commission: July 2, 2026

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

- A. Resident of Worcester County X
B. Taxpayer of Worcester County X
C. Governmental Agency _____

(Name of Agency)

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

A. Section Number: ZS 1-305(p)(3)

B. Page Number: ZS_1:III:22

C. Proposed revised text, addition or deletion:

No accessory use or structure shall be permitted on a lot unless the principal use or structure was in existence previously or until construction of the principal structure is diligently pursued: provided, however, that a single customary residential accessory structure less than five hundred square feet in area, a single private dock, boat ramp or pier abutting a single-family lot may be constructed for the exclusive, personal use of the lot owner. The five hundred square feet size limitation of the accessory structure as set forth herein may be increased to not more than sixteen hundred square feet by a special exception approved by the Board of Zoning Appeals provided the primary residence of the

applicant is located on a lot or parcel of land not greater than 100 feet from the lot where the accessory structure is located.

III. Reasons for Requesting Text Change.

The reason for the requested text change is that 500 sq. ft. is simply too small to accommodate the storage of many watercraft, cars, tools, building materials or other items that many homeowners need and/or desire. By way of example only, most watercraft in excess of 25' in length, with an outboard motor and located on a trailer would be unable to comfortably fit into an accessory structure that is 500 sq. ft. or less. Moreover, there would be insufficient room for accessories such as fishing equipment, coolers, life preservers, etc. It would be virtually impossible to store a boat and/or a car in an accessory structure of this size unless both were extremely small. As proposed, the increase to not more than 1600 square feet would only apply if the applicant also has a primary residence located on a lot that is no more than 100 feet from the lot where the accessory structure is to be located.

IV. Signature of Applicant

Signature: _____

Printed Name of Applicant:

Mark Spencer Cropper

Mailing Address: **6200 Coastal Highway, Suite 200, Ocean City, MD 21842**

Phone Number: [REDACTED]

Email: [REDACTED]

Date: _____

V. Signature of Attorney

Signature: _____

Printed Name of Applicant:

Mark Spencer Cropper

Mailing Address: **6200 Coastal Highway, Suite 200, Ocean City, MD 21842**

Phone Number: [REDACTED]

Email: [REDACTED]

Date: 04.08.26

VI. General Information Relating to the Text Change Process.

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

COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND

BILL 26-____

BY:

INTRODUCED:

A BILL ENTITLED

AN ACT Concerning

Zoning – Accessory structure size

For the purpose of amending the Zoning and Subdivision Control Article to establish a special exception provision to permit an accessory structure up to 1,600 square feet where the lot or parcel is located within 100 feet of the property owner's primary residence.

Section 1. BE IT ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that Subsection § ZS 1-305(p)(3) of the Zoning and Subdivision Control Article of the Code of Public Local Laws of Worcester County, Maryland be repealed and replaced to read as follows:

- (3) No accessory use or structure shall be permitted on a lot unless the principal use or structure was in existence previously or until construction of the principal structure is diligently pursued; provided, however, that a single customary residential accessory structure less than five hundred square feet in area, a single private dock, boat ramp or pier abutting a single-family lot may be constructed for the exclusive, personal use of the lot owner. THE FIVE HUNDRED SQUARE FOOT SIZE LIMITATION MAY BE INCREASED TO NOT MORE THAN ONE THOUSAND SIX HUNDRED SQUARE FEET BY SPECIAL EXCEPTION OF THE BOARD OF ZONING APPEALS, PROVIDED THE PROPERTY OWNER'S PRIMARY RESIDENCE IS LOCATED ON A LOT OR PARCEL OF LAND NOT GREATER THAN ONE HUNDRED FEET FROM THE LOT OR PARCEL WHERE THE ACCESSORY STRUCTURE IS TO BE LOCATED, SUBJECT TO A RECORDED DEED RESTRICTION.

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

PASSED this _____ day of _____, 2026.

NOTICE OF INTRODUCTION OF BILL 26-
WORCESTER COUNTY COMMISSIONERS

Take Notice that Bill 26-__ (Zoning – Accessory structure size) was introduced by Commissioners ____ on July 21, 2026. A fair summary of the bill is as follows:

Repeal and replace subsection § ZS 1-305(p)(3) of the Zoning and Subdivision Control Article to establish a special exception provision to permit an accessory structure up to 1,600 square feet where the lot or parcel is located within 100 feet of the property owner’s primary residence, subject to a recorded deed restriction.

A Public Hearing will be held at the Commissioners’ Meeting Room, Room 1101 – Government Center, One West Market Street, Snow Hill, Maryland on **Tuesday, ____, 2026, at __ AM.**

This is only a fair summary of the bill. A full copy of the bill is available for public inspection in the main hall of the Worcester County Government Center outside Room 1103. In addition, a full copy of the bill is available on the county website at www.worcestermd.gov.

THE WORCESTER COUNTY COMMISSIONERS



ITEM 13 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: July 10, 2026
Re: Data Center & Cable Landing Station Moratorium Resolution

.....

As directed at the July 7, 2026 County Commissioners meeting, attached please find a draft resolution establishing a one-year moratorium on data center and cable landing station permit applications while legislation is drafted to address these uses in the Zoning Code.

RESOLUTION NO. 26 -**RESOLUTION TO IMPOSE A MORATORIUM ON THE ESTABLISHMENT
OF DATA CENTERS AND CABLE LANDING STATIONS
IN WORCESTER COUNTY, MARYLAND****Recitals**

- A. For the purposes of implementing this Moratorium, data centers and cable landing stations shall have the following definitions:
1. **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.
 2. **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.
- B. The County Commissioners of Worcester County, Maryland, have determined that it is in the public interest for the Commissioners to have adequate time to fully consider, deliberate, and address potential impacts of data centers and cable landing stations, including but not limited to: energy demands; water and wastewater impacts; negative impacts to the surrounding environment; visual impact on surrounding properties; and establish appropriate measures to mitigate such impacts;
- C. In order to lessen and control the aforementioned impacts and to provide appropriate and fitting locations for such businesses, a period of study must be taken so that the County Commissioners can adequately address data centers and cable landing stations; and
- D. Section 1-118(b)(6) of the Worcester County Zoning Ordinance establishes that the County Commissioners have the power and duty to impose moratoria by resolution in order to accomplish the purposes of the Comprehensive Plan and the intent of the Worcester County

Zoning Ordinance and to safeguard the planning processes and provide for smooth transitions and protect the health, safety and general welfare of the population; and

- E. The County Commissioners have determined that an interim accommodation for the regulation of data centers and cable landing stations in areas where they will be less deleterious to the community interest is necessary and have proposed to provide such accommodation by legislative means.

NOW, THEREFORE, BE IT RESOLVED by the County Commissioners of Worcester County, Maryland that there shall be a moratorium on the application for or issuance of permits for data centers and cable landing stations for a period of twelve months, or until such time as the County Commissioners rescind this Resolution; and there shall also be a moratorium on all Board of Zoning Appeals proceedings related to data centers or cable land stations for a period of twelve months, or until such time as the County Commissioners rescind this Resolution.

PASSED this _____ day of _____, 2026.



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

July 8, 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 – All of your positions are fulfilled. Thank you!

Commissioner Fiori - You have Three (3) positions open:

- 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

All Commissioners

(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:

<u>Member's Name</u>	<u>Representing</u>	<u>Years of Term(s)</u>
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

Reference: Public Local Law § ZS 1-346 (Right to Farm Law)

Appointed by: County Commissioners

Function: Regulatory
Mediate and arbitrate disputes involving agricultural or forestry operations conducted on agricultural lands and issue opinions on whether such agricultural or forestry operations are conducted in a manner consistent with generally accepted agricultural or forestry practices and to issue orders and resolve disputes and complaints brought under the Worcester County Right to Farm Law.

Number/Term: 5 Members/4-Year Terms - Terms expire December 31st

Compensation: None - Expense Reimbursement as provided by County Commissioners

Meetings: At least one time per year, more frequently as necessary

Special Provisions: - All members must be County residents
- Two Members chosen from nominees of Worcester County Farm Bureau
- One Member chosen from nominees of Worcester County Forestry Board
- Not less than 2 but not more than 3 members shall be engaged in the agricultural or forestry industries (**At-Large members - non-ag/forestry**)

Staff Contact: Dept. of Development Review & Permitting
- Jennifer Keener (410-632-1200)
County Agricultural Extension Agent - As Consultant to the Board
- Doug Jones, District Manager, Resource Conservation District - (632-3109, x112)

Current Members:

<u>Member's Name</u>	<u>Nominated By</u>	<u>Ag/Forest Industry</u>	<u>Resides</u>	<u>Years of Term(s)</u>
George Solyak	At-Large	No	Ocean Pines	18-22
Dean Ennis	Farm Bureau	Yes	Pocomoke	06-10-14-18-22-26
Tom Babcock	At-Large	No	Whaleyville	14-18-22-26
Stacey Esham	Forestry Bd.	Yes	Berlin	12-16-20-24-28
Brooks Clayville	Farm Bureau	Yes	Snow Hill	00-04-08-12-16-20-24-28

Prior Members: Since 2000

Michael Beauchamp (00-06)
Phyllis Davis (00-09)
Richard G. Holland, Sr. (00-12)
Rosalie Smith (00-14)
Betty McDermott *(09-17)

BUILDING CODE APPEALS BOARD

Reference: PGL - Public Safety Article - Section 12-501 - 12-508 - Annotated Code of Maryland
COMAR 05.02.07 (Maryland Building Performance Standards)
- International Building Code, International Residential Code

Appointed by: County Commissioners

Function: Quasi-Judicial
Hear and decide upon appeals of the provisions of the International Building Code (IBC) and International Residential Code for one- and two-family dwellings (IRC)

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

Compensation: \$100 per meeting (by policy)

Meetings: As Needed

Special Provisions: Members shall be qualified by reason of experience, training or formal education in building construction or the construction trades.

Staff Contact: Jennifer Keener, Director
Development Review & Permitting (410-632-1200, ext. 1123)

Current Members:

<u>Member=s Name</u>	<u>Nominated By</u>	<u>Resides</u>	<u>Years of Term(s)</u>
Bill Paul	D-7 - Mitrecic	Ocean Pines	15-19-23 Resigned
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)

Reference: PGL Health-General, Section 8-1001

Appointed by: County Commissioners

Functions: Advisory
Develop and implement a plan for meeting the needs of the general public and the criminal justice system for alcohol and drug abuse evaluation, prevention and treatment services.

Number/Term: At least 18 - At least 7 At-Large, and 11 ex-officio (also several non-voting members)
At-Large members serve 4-year terms; Terms expire December 31

Compensation: None

Meetings: As Necessary

Special Provisions: Former Alcohol and Other Drugs Task Force was converted to Drug and Alcohol Abuse Council on October 5, 2004.

Staff Contact: Regina Mason, Council Secretary, Health Department (410-632-1100)
Doug Dods, Council Chair, Sheriff=s Office (410-632-1111)

Current Members:

<u>Name</u>	<u>Representing</u> <u>At-Large Members</u>	<u>Years of Term(s)</u>
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

<u>Ex-Officio Members</u>		
Rebecca Jones	Health Officer	Ex-Officio, Indefinite
Roberta Baldwin	Social Services Director	Ex-Officio, Indefinite
Crystal Duffy	Juvenile Services, Regional Director	Ex-Officio, Indefinite
Travis Knapp	Field Supervisor	Ex-Officio, Indefinite
Kris Heiser	State's Attorney	Ex-Officio, Indefinite
Chasity Simpson	District Public Defender	Ex-Officio, Indefinite
Sheriff Matt Crisafulli	County Sheriff	Ex-Officio, Indefinite
Todd Ferrante	Board of Education President	Ex-Officio, Indefinite
Diana Purnell	County Commissioners	Ex-Officio, Indefinite
Judge Brian Shockley (Jen Bauman)	Circuit Court Administrative Judge	Ex-Officio, Indefinite
Hon. Melvin Jews	District Court Administrative Judge	Ex-Officio, Indefinite
Timothy Mulligan	Warden, Worcester County Jail	Ex-Officio, Indefinite

Advisory Members

* Appointed to a partial term for proper staggering, or to fill a vacant term

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:

<u>Member's Name</u>	<u>Nominated By</u>	<u>Resides</u>	<u>Years of Term(s)</u>
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	Walter Kissel (05-09)
Charles Nelson	Marion Chambers (07-11)
Garbriel Purnell	Jay Knerr (11-14)
Barbara Derrickson	Robert I. Givens, Jr. (98-14)
Henry P. Walters	Diana Purnell (09-14)
William Long	Kevin Douglas (08-16)
L. Richard Phillips (93-98)	Lee W. Baker (08-16)
Marigold Henry (94-98)	Richard Passwater (09-17)
Louis Granados (94-99)	Jeff Knepper (16-21)
Kathy Philips (90-00)	Faith Mumford (14-22)
Mary Yenney (98-05)	
Bill Ochse (99-07)	
Randall Mariner (00-08)	
Wallace D. Stein (02-08)	
William Kuhn (90-09)	

* = Appointed to fill an unexpired term

HOUSING REVIEW BOARD

Reference: Public Local Law 'BR 3-104

Appointed by: County Commissioners

Function: Regulatory/Advisory
To decide on appeals of code official=s actions regarding the Rental Housing Code. Decide on variances to the Rental Housing Code.
Review Housing Assistance Programs.

Number/Term 7/3-year terms
Terms expire December 31st

Compensation: \$100 per meeting (policy)

Meetings: As Needed

Special Provisions: Immediate removal by Commissioners for failure to attend meetings.

Staff Support: Development Review & Permitting Department
Davida Washington, Housing Program Administrator - 410-632-1200

Ext: 1171

Current Members:

<u>Member=s Name</u>	<u>Nominated By</u>	<u>Resides</u>	<u>Years of Terms(s)</u>
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	Albert Bogdon (02-06)	Scot Tingle 14-24
William Lynch	Jamie Rice (03-07)	Keri Byrd 22-25
Art Rutter	Howard Martin (08)	
William Buchanan	Marlene Ott (02-08)	
Christina Alphonsi	Mark Frostrom, Jr. (01-10)	
Elsie Purnell	Joseph McDonald (08-10)	
William Freeman	Sherwood Brooks (03-12)	
Jack Dill	Otho Mariner (95-13)	
Elbert Davis	Becky Flater (13-14)	
J. D. Quillin, III (90-96)	Ruth Waters (12-15)	
Ted Ward (94-00)	John Glorioso (*06-19)	
Larry Duffy (90-00)	Sharon Teagle (00- 20)	
Patricia McMullen (00-02)	Davida Washington (*21-21)	
William Merrill (90-01)	Donna Dillion (08-22)	
Debbie Rogers (92-02)	C.D. Hall 10-22	
Wardie Jarvis, Jr. (96-03)	Chase Church (*19-22)	
	Jake Mitrecic (15-21)	

* = Appointed to fill an unexpired term

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

ITEM 14

Reference: Subsection 9-1A-31(c) - State Government Article, Annotated Code of Maryland

Appointed by: County Commissioners

Function: Advisory
Review and comment on the multi-year plan for the expenditure of the local impact grant funds from video lottery facility proceeds for specified public services and improvements; Advise the County on the impact of the video lottery facility on the communities and the needs and priorities of the communities in the immediate proximity to the facility.

Number/Term: 15/4-year terms; Terms Expire December 31

Compensation: None

Meetings: At least semi-annually

Special Provisions: Membership to include State Delegation (or their designee); one representative of the Ocean Downs Video Lottery Facility, seven residents of communities in immediate proximity to Ocean Downs, and four business or institution representatives located in immediate proximity to Ocean Downs.

Staff Contacts: Kim Moses, Public Information Officer, 410-632-1194
Roscoe Leslie, County Attorney, 410-632-1194

Current Members:

<u>Member's Name</u>	<u>Nominated By</u>	<u>Represents/Resides</u>	<u>Years of Term(s)</u>
Mark Wittmyer	At-Large	Business - Ocean Pines	15-19
David Massey ^c	At-Large	Business - Ocean Pines	09-13-17, 17-21
Bobbi Jones	Ocean Downs Casino	Ocean Downs Casino	23-indefinite
Mary Beth Carozza	Indefinite	Maryland Senator	14-indefinite
Wayne A. Hartman	Indefinite	Maryland Delegate	18-indefinite
Charles Otto	Indefinite	Maryland Delegate	14-indefinite
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:

J. Lowell Stoltzfus ^c (09-10)
Mark Wittmyer ^c (09-11)
John Salm ^c (09-12)
Mike Pruitt ^c (09-12)
Norman H. Conway ^c (09-14)
Michael McDermott (10-14)
Diana Purnell ^c (09-14)
Linda Dearing (11-15)
Todd Ferrante ^c (09-16)

Since 2009

Joe Cavilla (12-17)
James N. Mathias, Jr. ^c (09-18)
Ron Taylor ^c (09-14)
James Rosenberg (09-19)
Rod Murray ^c (*09-19)
Gary Weber (*19-21)

Charlie Dorman (12-19)
Gee Williams (09-21)
Bobbi Sample (17-23)
Steve Ashcraft (19-24)

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

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):

<u>Name</u>	<u>Resides/Agency</u>	<u>Term</u>	<u>Representing</u>
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	Walter Kissel (03-07)	Whitney Palmer (*20-24)
Charles Nicholson (98-00)	Heidi Kelley (07-08)	Alicia Warren (22-26*June)
Gene Theroux (97-00)	Bruce Morrison (05-08)	
Jackie Gordon (98-00)	Margaret Dennis (08-12)	
Caren French (97-01)	Ted Doukas (03-13)	
Jack Smith (97-01)	Diana Nolte (06-14)	
Linda Busick (98-02)	John Ostrander (07-15)	
Edward Lee (97-03)	Craig Davis (13-17)	
Joe Mangini (97-03)	Donna Weaver (08-17)	
Linda Wright (99-04)	Geoffrey Failla (15-18)	
Kaye Holloway (95-04)	Melanie Pursel (18-*20)	
Joanne Lusby (00-05)	Ivy Wells (20-21)(21-public appt.)	
William Greenwood (97-06)	Jason Cunha (*16-23)	
Gabriel Purnell (04-07)	Walter Maizel(*12-24)	

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:

<u>Member=s Name</u>	<u>Nominated By</u>	<u>Resides</u>	<u>Years of Term(s)</u>
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	Warren Mitchell	Jr.(83-98)	William Regan (02-16)
Arthur Shockley	Edith Barnes	Richard Ramsay (93-98)	Shawn Johnson(15-19)
Rev. Ray Holsey	Glen Phillips	Mike Daisy (98-99)	Devin Bataille (19-20)
William Tingle	Gerald Long	Cam Bunting (95-00)	Chris Klebe (*11-21)
Mace Foxwell	Lou Ann Garton	Charlie Jones (98-03)	Mike Hooks (12-24)
Nelson Townsend	Milton Warren	Rick Morris (03-05)	Norman Bunting (*16-25)
J.D. Townsend	Ann Hale	Gregory Purnell (97-06)	
Robert Miller	Claude Hall, Jr.	George AEddie@ Young (99-08)	
Jon Stripling	Vernon Davis	Barbara Kissel (00-09)	
Hinson Finney	Rick Morris	Alfred Harrison (92-10)	
John D. Smack, Sr.	Joe Lieb	Janet Rosensteel (09-10)	
Richard Street	Donald Shockley	Tim Cadotte (02-12)	
Ben Nelson	Fulton Holland (93-95)	Craig Glovier (08-12)	
Shirley Truitt	Gregory Purnell (83-96)	Joe Mitrecic (10-14)	
Cyrus Teter	Vernon Redden,	Sonya Bounds (12-15)	
		Burton Anderson (05-15)	

* = Appointed to fill an unexpired term

SOCIAL SERVICES ADVISORY BOARD

Reference: Human Services Article - Annotated Code of Maryland - Section 3-501

Appointed by: County Commissioners

Functions: Advisory
Review activities of the local Social Services Department and make recommendations to the State Department of Human Resources.
Act as liaison between Social Services Dept. and County Commissioners.
Advocate social services programs on local, state and federal level.

Number/Term: 9 to 13 members/3 years
Terms expire June 30th

Compensation: None - (Reasonable Expenses for attending meetings/official duties)

Meetings: 1 per month (Except June, July, August)

Special Provisions: Members to be persons with high degree of interest, capacity & objectivity, who in aggregate give a countywide representative character.
Maximum 2 consecutive terms, minimum 1-year between reappointment
Members must attend at least 50% of meetings
One member (ex officio) must be a County Commissioner
Except County Commissioner, members may not hold public office.

Staff Contact: Roberta Baldwin, Director of Social Services - (410-677-6806)

Current Members:

<u>Member=s Name</u>	<u>Nominated By</u>	<u>Resides</u>	<u>Years of Term(s)</u>
Harry Hammond	D-6, Bunting	Bishopville	15-21, 21- 24 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

Reference: County Commissioners= Resolution 5/17/94 and 03-6 on 2/18/03

Appointed by: County Commissioners

Function: Advisory
Review and comment on Solid Waste Management Plan, Recycling Plan, plans for solid waste disposal sites/facilities, plans for closeout of landfills, and to make recommendations on tipping fees.

Number/Term: 11/4-year terms; Terms expire December 31st.

Compensation: \$100 per meeting expense allowance, subject to annual appropriation

Meetings: At least quarterly

Special Provisions: One member nominated by each County Commissioner; and one member appointed by County Commissioners upon nomination from each of the four incorporated towns.

Staff Support: Solid Waste - Solid Waste Superintendent – David Candy - (410-632-3177)
Solid Waste - Recycling Coordinator – Bob Keenan - (410-632-3177)
Department of Public Works - Dallas Baker- (410-632-5623)

Current Members:

<u>Member=s Name</u>	<u>Nominated By</u>	<u>Resides</u>	<u>Years of Term(s)</u>
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

**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:

<u>Name</u>	<u>Resides</u>	<u>Years of Term(s)</u>
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

**WATER AND SEWER ADVISORY COUNCIL
WEST OCEAN CITY SERVICE AREA**

Reference: County Commissioners= Resolution of November 19, 1993

Appointed by: County Commissioners

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

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

Compensation: \$100.00/Meeting

Meetings: Monthly

Special Provisions: Must be residents/ratepayers of West Ocean City Service Area

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

Current Members:

<u>Member=s Name</u>	<u>Resides/Ratepayer of</u>	<u>Terms (Years)</u>
Keith Swanton	West Ocean City	13-17, 17-21
Blake Haley	West Ocean City	*19-20, 20-24
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)	Andrew Delcorro (*14-19)
John Mick ^c (93-95)	
Frank Gunion ^c (93-96)	
Carolyn Cummins (95-99)	
Roger Horth (96-04)	
Whaley Brittingham ^c (93-13)	
Ralph Giove ^c (93-14)	
Chris Smack (04-14)	

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

COMMISSION FOR WOMEN

Reference: Public Local Law CG 6-101

Appointed by: County Commissioners

Function: Advisory

Number/Term: 11/3-year terms; Terms Expire December 31

Compensation: None

Meetings: At least monthly (3rd Tuesday at 5:30 PM - alternating between Berlin and Snow Hill)

Special Provisions: **7 district members**, one from each Commissioner District
 4 At-large members, nominations from women=s organizations & citizens
 4 Ex-Officio members, one each from the following departments: Social Services, Health & Mental Hygiene, Board of Education, Public Safety
 No member shall serve more than six consecutive years

Contact: Susan Ostrowski, Chair, and Jocelyn Briddell, Secretary
 Worcester County Commission for Women - P.O. Box 211, Snow Hill, MD 21863

Current Members:

<u>Member=s Name</u>	<u>Nominated By</u>	<u>Resides</u>	<u>Years of Term(s)</u>
Kimberly List	D-7, Mitrecic	Ocean City	18- 21-24 Termed Out
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)	Marie Velong ^c (95-99)	Christine Selzer (03)
Helen Henson ^c (95-97)	Carole P. Voss (98-00)	Linda C. Busick (00-03)
Barbara Beaubien ^c (95-97)	Martha Bennett (97-00)	Gloria Bassich (98-03)
Sandy Wilkinson ^c (95-97)	Patricia Ilczuk-Lavanceau (98-99)	Carolyn Porter (01-04)
Helen Fisher ^c (95-98)	Lil Wilkinson (00-01)	Martha Pusey (97-03)
Bernard Bond ^c (95-98)	Diana Purnell ^c (95-01)	Teole Brittingham (97-04)
Jo Campbell ^c (95-98)	Colleen McGuire (99-01)	Catherine W. Stevens (02-04)
Karen Holck ^c (95-98)	Wendy Boggs McGill (00-02)	Hattie Beckwith (00-04)
Judy Boggs ^c (95-98)	Lynne Boyd (98-01)	Mary Ann Bennett (98-04)
Mary Elizabeth Fears ^c (95-98)	Barbara Trader ^c (95-02)	Rita Vaeth (03-04)
Pamela McCabe ^c (95-98)	Heather Cook (01-02)	
Teresa Hammerbacher ^c (95-98)	Vyoletus Ayres (98-03)	
Bonnie Platter (98-00)	Terri Taylor (01-03)	

* = Appointed to fill an unexpired term

^c = Charter member



Worcester County Administration

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

TO: *The Salisbury Daily Times and OC Today Dispatch Group*
FROM: Candace Savage, Deputy Chief Administrative Officer
DATE: July 16, 2026
SUBJECT: Worcester County Public Hearing Notice

.....

Please print the below Public Hearing Notice in *The Salisbury Daily Times* and *Ocean City Digest/OC Today Dispatch* on June 25, 2026 and July 2, 2026. Thank you.

**WORCESTER COUNTY
NOTICE OF PUBLIC HEARING**

The Worcester County Commissioners will conduct a public hearing and will receive public comment on the following map amendment on **Tuesday, July 21, 2026, at 10:30 AM** in the Worcester County Government Center, Room 1101, One West Market Street, Snow Hill, Maryland:

Rezoning Case No. 453, filed by Hugh Cropper on behalf of Ocean Pines Plaza Partnership & James B. Vito Revocable Trust, property owners, for an amendment to the Official Zoning Maps to change approximately 14.72 acres of land located on the north side of Racetrack Road (MD Route 589), west of Ocean Parkway (North Gate), Berlin, Tax Map 15, Parcels 130 and 191, in the Third Tax District of Worcester County, Maryland, from R-2 Suburban Residential District to R-3 Multi-family Residential District.

A copy of the file on Rezoning Case No. 453 and the Planning Commission's recommendation, which will be entered into record at the public hearing, are available to view online at www.co.worcester.md.us or during normal business hours at the Department of Development, Review and Permitting, One West Market Street, Room 1201, Snow Hill, MD.

THE WORCESTER COUNTY COMMISSIONERS

APPROVED

WSY 06/02/26

MEMORANDUM

To: Weston S. Young, Chief Administrative Officer
From: Jennifer K. Keener, AICP, Director
Date: May 20, 2026
Re: Rezoning Case No. 453 – Ocean Pines Plaza Partnership/ James B. Vito Revocable
Trust, applicants, Hugh Cropper, IV, Esquire attorney for the applicants

.....

I am requesting that the Worcester County Commissioners schedule a public hearing associated with Rezoning Case No. 453. A draft public hearing notice is attached.

Mr. Cropper, on behalf of his client, has filed Rezoning Case No. 453, seeking to rezone approximately 14.72 acres of land shown on Tax Map 15, as Parcels 130 and 191, from R-2 Suburban Residential District to R-3 Multi-Family Residential District. The case was reviewed by the Planning Commission at its meeting on May 7, 2026, and was given a favorable recommendation. The Planning Commission's written Findings of Fact and Recommendation are being prepared and will be forwarded for the public hearing.

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

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

**WORCESTER COUNTY
NOTICE OF PUBLIC HEARING**

The Worcester County Commissioners will conduct a public hearing and will receive public comment on the following map amendment on **Tuesday, _____, 2026, at _____ AM** in the Worcester County Government Center, Room 1101, One West Market Street, Snow Hill, Maryland:

Rezoning Case No. 453, filed by Hugh Cropper on behalf of Ocean Pines Plaza Partnership & James B. Vito Revocable Trust, property owners, for an amendment to the Official Zoning Maps to change approximately 14.72 acres of land located on the north side of Racetrack Road (MD Route 589), west of Ocean Parkway (North Gate), Berlin, Tax Map 15, Parcels 130 and 191, in the Third Tax District of Worcester County, Maryland, from R-2 Suburban Residential District to R-3 Multi-family Residential District.

A copy of the file on Rezoning Case No. 453 and the Planning Commission's recommendation, which will be entered into record at the public hearing, are available to view online at www.co.worcester.md.us or during normal business hours at the Department of Development, Review and Permitting, One West Market Street, Room 1201, Snow Hill, MD.

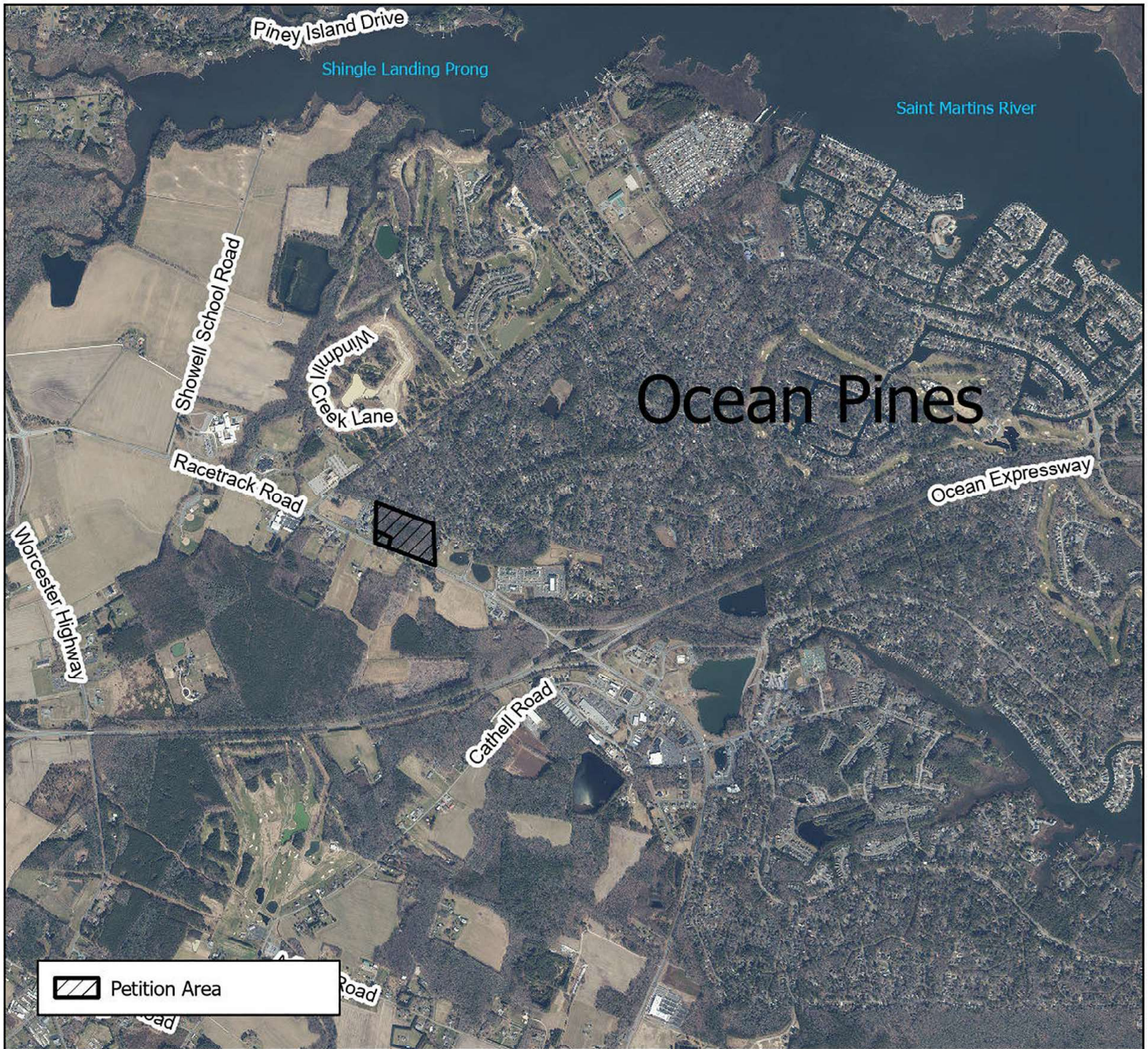
THE WORCESTER COUNTY COMMISSIONERS

WORCESTER COUNTY, MARYLAND



REZONING CASE NO. 453
R-2 Suburban District to R-3 General Residential District
Tax Map: 15, Parcel 130 & 191
SDAT Account ID No. 2403005259 & 2403004821

AERIAL MAP



 Petition Area

DEPARTMENT OF DEVELOPMENT REVIEW & PERMITTING
Technical Services Division

Prepared: February 2026
Source: County GIS Layers, and
2024 Aerial Imagery

0 2,000 4,000
Feet

Prepared By: K.L.Henry
Reviewed By: J.K. Keener

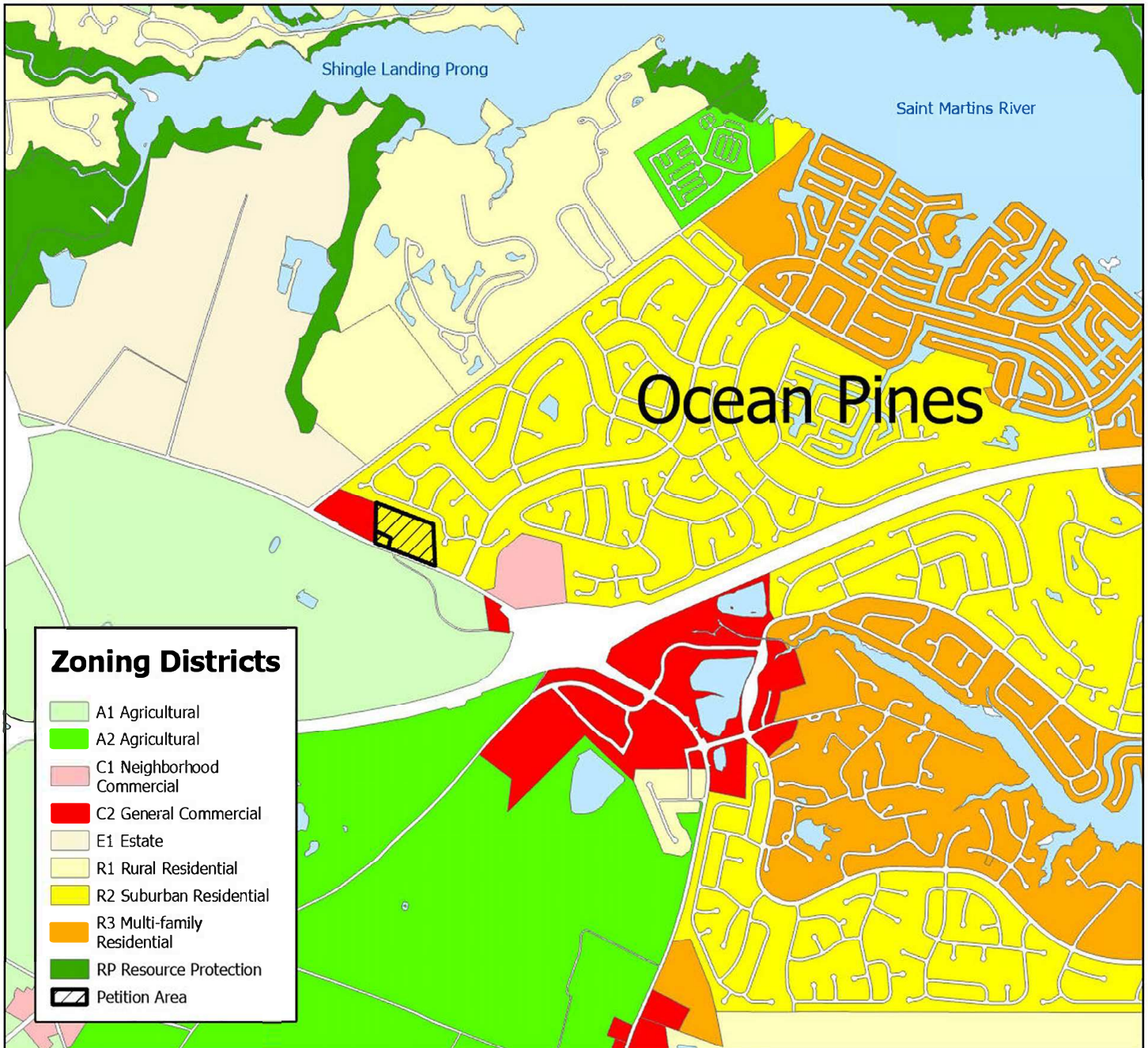
This map is intended for illustrative purposes and not for regulatory action.

WORCESTER COUNTY, MARYLAND



REZONING CASE NO. 453
R-2 Suburban District to R-3 General Residential District
Tax Map: 15, Parcel 130 & 191
SDAT Account ID No. 2403005259 & 2403004821

ZONING MAP



DEPARTMENT OF DEVELOPMENT REVIEW & PERMITTING
Technical Services Division

Prepared: February 2026
Source: County GIS Layers, and
2009 Official Zoning Map

0 2,000 4,000
Feet

Prepared By: K.L.Henry
Reviewed By: J.K. Keener

This map is intended for illustrative purposes and not for regulatory action.

**PLANNING COMMISSION
FINDINGS OF FACT
AND
RECOMMENDATION**

REZONING CASE NO. 453

APPLICANTS:

**Ocean Pines Plaza Partnership &
James B. Vito Revocable Trust
c/o Allan Rabineau
401 E Pratt Street Suite 2341
Baltimore, MD 21202**

ATTORNEY FOR THE APPLICANT:

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

May 7, 2026

WORCESTER COUNTY PLANNING COMMISSION

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Due to recent email scams by an individual impersonating a County employee alleging that unanticipated fees are owed, please know that Development Review and Permitting (DRP) will never require payment by wire transfer. If you receive such an email or call, contact DRP directly at 410-632-1200, and staff will be glad to assist you.

I. INTRODUCTORY DATA

- A. **CASE NUMBER:** Rezoning Case No. 453, filed January 28, 2026.
- B. **APPLICANT:** Ocean Pines Plaza Partnership & James B. Vito
Revocable Trust, c/o Allan Rabineau
401 E Pratt Street Suite 2341
Baltimore, MD 21202
- ATTORNEY:** Hugh Cropper, IV
9927 Stephen Decatur Highway, F-12
Ocean City, Maryland 21842
- C. **TAX MAP/PARCEL:** Tax Map 15, Parcels 130 and 191, Tax District 3
- D. **SIZE:** The petitioned areas consist of approximately 14.72 acres.
- E. **LOCATION:** North of MD Route 589 (Racetrack Road), west of Ocean Parkway (North Gate), Berlin, MD.
- F. **CURRENT USE OF PETITIONED AREA:** Unimproved, wooded parcels. The real estate sign on the property anticipates the granting of the map amendment, listing the zoning as R-3, with a development capacity of 87 units (as of 2.9.2026).
- G. **CURRENT ZONING CLASSIFICATION:** R-2 Suburban Residential District. Residential density is 4 units per acre (59 dwelling units maximum).

As defined in the Zoning Code, this district is intended to protect and preserve existing residential subdivisions throughout the County and to provide for compatible infill development in those areas. Furthermore, as contemplated by the Comprehensive Plan, this district can serve as an intermediate band of a traditional neighborhood development as it transitions from a higher-density core to a much lower-density edge. The Comprehensive Plan recommends that designated growth areas be developed as traditional neighborhoods. Projects of greater than twenty dwelling units which are proposed after the effective date of this Title are required to be developed as residential planned communities in order to encourage traditional neighborhood development and utilization of conservation design principles. Therefore, new development in this district may be at densities higher than that cited below as the maximum density, provided adequate sewer service is available, while infill development in existing developed areas shall be at densities consistent with those allowed by the primary district regulations.

- H. **REQUESTED ZONING CLASSIFICATION:** R-3 Multi-family Residential District. Residential density is 6 units per acre (88 dwelling units maximum).

As defined in the Zoning Code, this district is intended to protect and preserve existing residential subdivisions throughout the County and to provide for compatible infill development in those areas. Furthermore, as contemplated by the Comprehensive Plan, this district can serve as the core of a traditional neighborhood development, where the highest densities are desired. The Comprehensive Plan recommends that designated growth areas be developed as traditional neighborhoods. Projects of more than twenty dwelling units which are proposed after the effective date of this Title are required to be developed as residential planned communities in order to encourage traditional neighborhood development and utilization of conservation design principles. Therefore, new development in this district may be at densities higher than that cited below as the maximum density, provided adequate sewer service is available, while infill development in existing developed areas shall be at densities consistent with those allowed by the primary district regulations.

- I. **APPLICANT'S BASIS FOR REZONING:** The application indicates that there has been a substantial change in the character of the neighborhood since the last Comprehensive Rezoning on November 3, 2009.
- J. **ZONING HISTORY:**
- **1964:** A-1 Agricultural District
 - **1978:** A-1 Agricultural District
 - **1983:** Case No. 172 (Parcel 130), requesting B-1 Neighborhood Business District, denied.
 - **1987:** Case No. 234 (Parcel 130), requesting B-1 Neighborhood Business District, withdrawn prior to County Commissioner hearing.
 - **1992:** R-2 Suburban Residential District
 - **2009:** R-2 Suburban Residential District
- K. **SURROUNDING ZONING:**
- **North:** R-2 Suburban Residential District (Ocean Pines subdivision)
 - **South:** A-1 Agricultural District
 - **East:** R-2 Suburban Residential District (Ocean Pines subdivision)
 - **West:** C-2 General Commercial District (The Pavilions)
- L. **COMPREHENSIVE PLAN:** According to the 2006 Comprehensive Plan and associated land use map, the petitioned area lies within the Existing Developed Area (EDA) Land Use Category. Pertinent objectives from the Plan have been highlighted in the staff report presented to the Planning Commission.
- M. **WATER AND WASTEWATER:** According to the attached response memo from Mr. Mitchell, the petitioned area has a designation of W-6/S-6 for water and sewer planning designations, which indicates no planned service. The property is also unable to support onsite sewer/septic. To attain a W-1/S-1 designation, the owner will need to obtain an amendment to the Master Water and Sewer Plan. Water and sewer service is just one aspect of a project's development; as Mr.

Mitchell points out, it should be a part of, but not the majority of, any argument of change in the character of the neighborhood.

- N. **ROAD ACCESS:** The petitioned areas front on MD Route 589 (Racetrack Road). MD Route 589 is a state-owned and -maintained major collector highway as defined in the Comprehensive Plan. The Plan states that “MD 589 is considered impacted from a traffic standpoint. This implies that land use should not intensify in this area. Infill development of existing platted lots should be the extent of new development. This policy shall remain until road capacity is suitably improved” (page 80). No comments were provided by MDOT SHA or the Department of Public Works, County Roads Division.

II. APPLICANT’S TESTIMONY BEFORE THE PLANNING COMMISSION

Applicants: Hugh Cropper, IV, attorney; Chris McCabe, environmental consultant, Coastal Compliance Solutions, LLC; Steve Engel, landscape architect, Vista Design, Inc.; Carl Wilson, engineer, The Traffic Group. Present but not testifying was a representative from NVR (Ryan) Homes, who has a contract for the property.

Mr. Cropper provided an overview of the request to change the zoning of the property from R-2 Suburban Residential District to R-3 Multi-family Residential District on 14.72 acres. The main difference in the zoning categories is the density limits, as any Residential Planned Community development over 20 dwelling units would allow the types of structures permitted in the R-4 General Residential District (single-family dwellings, duplexes, townhouses and multi-family buildings). Mr. Cropper asserted that a townhouse community is suited for this property, and that it is not worth the infrastructure costs to construct 60 dwelling units as opposed to 87 dwelling units. He alleged that R-2 District density would be considered sprawl development. Furthermore, Mr. Cropper referenced the State of Maryland’s former Smart Growth principles, which encourage clustering and concentration of development where the infrastructure is located. He stated that this development would be smart growth, providing housing near employment centers, and is supported by the current (2006) comprehensive plan. The property is located within the Existing Developed Area (EDA) land use classification, which provides for concentrations of development within the unincorporated areas. He stated that this project would be consistent with smart growth, the current comprehensive plan, and the draft comprehensive plan.

Applicant’s Exhibit No. 1 was submitted as the applicant’s defined neighborhood. Mr. Cropper stated that he is not alleging a mistake in the zoning, only a substantial change in the character of the defined neighborhood since the 2009 comprehensive rezoning. He said that if the applicant proves that there has been a change in the character of the neighborhood, then the applicant must then prove that the proposed zoning is more consistent with the terms and objectives of the comprehensive plan. Mr. Cropper noted that he had two recent rezoning cases (one of which was in the Town of Ocean City) where the Planning Commission amended the defined neighborhood. In his opinion, the

defined neighborhood consists of a fairly homogenous residential neighborhood with some supporting commercial uses. Ocean Pines is a predominantly single-family subdivision that is zoned R-2 District. He stated that he purposely excluded the Riddle Farm subdivision as it is a more isolated neighborhood. Within the defined neighborhood, the only agricultural zoning is the Ocean Downs Casino, which has the Casino Entertainment District overlay zone to include more commercialized uses (staff note: the overlay district has not been requested nor approved to date). In summary, Mr. Cropper noted that this development needs to be townhouses, as it is not a good spot for single-family homes. Townhouses will generate less traffic, as Mr. Wilson will attest to, and though it isn't the most walkable except for internal amenities, there is the potential to get to the nearby convenience store, churches and schools.

Mr. Steve Engel, landscape architect, Vista Design, Inc., testified in support of the rezoning request and acknowledged that there were up to twenty-five referenced changes to the character of the neighborhood as outlined in the summary of Mr. Cropper's findings of fact, submitted as Applicant's Exhibit No. 2. Pertinent points to the testimony included the medical office complex to the south of the North Gate zoned C-1 Neighborhood Commercial District. Rezoning Case No. 447 was approved for the property known as Racetrack Village on MD Route 589 north of the outpatient medical facility, which started as A-1 Agricultural District in 2009, was rezoned to C-2 General Commercial District, and then downzoned recently to R-3 Multi-family Residential District. There was a sectional rezoning to C-2 District, recent changes in the 2006 Comprehensive Plan's Land Use Map in 2024 and amendments to the water and sewer plan. Additionally, the Department of Public Works (DPW) has developed a master sewer infrastructure plan for the MD Route 589 corridor, and they are currently working with DPW and the Department of Environmental Programs. Mr. Engel explained that the master plan requires certain sized sewer pipes, installation of pump stations, and other improvements to be installed. Mr. Cropper noted that while sewer cannot solely be considered as a change, it does affect other changes in the neighborhood. Other changes include a traffic light at the casino, Critical Area growth allocations, rezonings, water and sewer extensions among others.

Should the Planning Commission agree with the definition of the neighborhood as presented, Mr. Engel concurred that this rezoning and the development project represents smart growth and is more consistent with comprehensive plan. It will provide infill development, a transition between commercial and residential uses, and the lower residential density single-family uses in Ocean Pines. Mr. Engel confirmed that the R-2 District permits four dwelling units per acre, while the R-3 District permits six dwelling units per acre. As previously mentioned, the only difference with a Residential Planned Community is the density, which would add 27 or 28 dwelling units to the project. While the proposed use of the property is not relevant in a rezoning request, Mr. Cropper noted that proposing an R-3 District designation would limit the uses to predominantly residential. If the zoning were to be C-2 General Commercial District, they could do a variety of uses.

Submitted as Applicant's Exhibit No. 3 was a conceptual rendering of what an R-3

District townhouse development would look like on the petitioned area. It would include townhouses, active recreational areas and still contain a lot of open space. At the rear of the property are non-tidal wetlands, and the applicant is proposing a 100' buffer to the Ocean Pines subdivision. As with Rezoning Case No. 447, the applicant would proffer the buffer as a condition of the rezoning approval. Without the buffer, someone could build right up to the standard setback line. Mr. Engel concurred that this proposal results in less sprawl than a development with only 60 units. Additionally, he found that the petitioned area was close to commercial areas and employment centers. Mr. Engel identified the location of the petitioned area on the tax map. He testified that in his opinion, when comparing 60 single-family dwellings to 87 townhouse units, the single-family dwellings always generate more traffic. Single-family dwellings generally result in 10 trips per day, while townhouses result in roughly 6 trips per day. Mr. Cropper stated that he has worked on a townhouse project behind the Acme in the Town of Ocean City. That project contains 116 units on 6.6 acres, resulting in a density of 18 units per acre. Additionally, they were able to accommodate landscaping, wide drive aisles, and recreational areas.

Mr. Carl Wilson, licensed professional engineer and traffic operations engineer, The Traffic Group, testified. He has worked on other projects in Worcester County, including along MD Route 589. Mr. Cropper noted that he and Mr. Wilson have driven through the surrounding properties as part of this request. He had previously performed a full-blown traffic study at the TidalHealth Atlantic facility on MD Route 589. His predecessor at The Traffic Group, Betty Tustin, performed another prior to that. Mr. Wilson stated that the traffic of 87 townhouses compared to 58 single-family dwellings would be less due to the characteristics of the dwelling types and family composition. Submitted as Applicant's Exhibit No. 4 was a one-page Trip Generation Rates Report comparing the land uses. The report finds that:

- Peak AM trips: 44 trips (58 single-family units) and 36 trips (87 townhouse units)
- Peak PM trips: 58 trips (58 single-family units) and 42 trips (87 townhouse units)
- Saturday peak trips: 63 trips (58 single-family units) and 41 trips (87 townhouse units)
- Overall, 87 townhouse units would result in 163 fewer trips per day than 58 single-family units.

Mr. Wilson testified that a standard 87-unit townhouse development is a well-studied formula, and they expect it to be accurate, by the book per the definition. The proposed entrance on MD Route 589 will be remote enough so that stacking won't be an issue. Maryland Department of Transportation, State Highway Administration (MDOT SHA) will require any road improvements that they think necessary, as well as an access management permit. While Mr. Cropper noted that traffic on MD Route 589 is worse in the summer, Mr. Wilson indicated that a townhouse development will have year-round traffic consistency, unlike a commercial development. Based on his other work, review of the concept plan, and the surrounding area, Mr. Wilson stated that he can render his opinion with reasonable certainty.

Mr. Chris McCabe, environmental consultant, Coastal Compliance Solutions, LLC, conducted the field delineation of the non-tidal wetlands on the property. The wetlands have been confirmed by Maryland Department of the Environment (MDE). Two non-tidal wetlands and the associated buffers are shown on the conceptual plan. No impacts are proposed. Mr. Cropper stated that the design would be better than having a shed six feet from the property line. It was reiterated that the 100' buffer would be proffered as a condition of approval.

Mr. Engel discussed limitations on interparcel connectors due to the large pond at the North Gate, the development of the lots within Ocean Pines, and the Pavilions commercial facility to the north.

Submitted as Applicant's Exhibit No. 5 was information obtained from the proposed Comprehensive Plan. Mr. Cropper acknowledged that it is not final and has not been adopted. However, several of the action items are found in the current plan. He finds that this project will not overwhelm the character of the neighborhood, which is listed as an action item in the draft plan. Furthermore, he noted that there were no site constraints except the non-tidal wetlands in the rear.

Mr. Cropper asked Mr. Bob Mitchell, Director, Department of Environmental Programs about the EDU capacity. While there is no guarantee that they can be obtained, Mr. Mitchell noted that there is a pretty good possibility that they could obtain the 87 EDUs from the Ocean Pines service area. Mr. Cropper noted that infrastructure costs would be paid by the developer (pay-as-you-go).

Upon a question by staff relating to the proffered 100' buffer to the Ocean Pines lots, Mr. Cropper confirmed that it was intended to apply only to the dwellings and not any active or passive recreational areas (a conceptual playground is illustrated in the buffer area).

The Planning Commission members discussed the applicant's defined neighborhood, and whether the properties on the opposite side of the petitioned area (zoned A-1 Agricultural District) should be included. Mr. Cropper noted that he did not include them due to the A-1 District zoning. He said that neighborhoods have an edge; the middle of the neighborhood is the center of Ocean Pines, and it grows outward. He acknowledges that the Planning Commission may draw the line where they see fit.

Mr. Leslie stated that first, they need to define the neighborhood, but a change in the character of the neighborhood does not compel a rezoning, but if they do wish to rezone, then the Planning Commission would need to find it consistent with the comprehensive plan. Mrs. Wimbrow drew a proposed boundary to represent her suggested definition of the neighborhood. Mrs. Drew wasn't fully on board with the inclusion of the A-1 District properties, as she didn't want them to be considered for future development. Mrs. Wimbrow concurred. Mr. Leslie reiterated that you establish the neighborhood and then analyze the changes within that boundary to determine whether a rezoning is warranted. A motion was made by Mrs. Wimbrow relative to the revised neighborhood as drawn by

Mrs. Wimbrow. The motion was seconded by Mrs. Knight and carried unanimously.

The Planning Commission reviewed and commented upon each of the findings, incorporating Mr. Cropper's findings into the record. Following the discussion, a motion was made by Mrs. Wimbrow, seconded by Mrs. Drew, and carried 4 to 2, with Mr. Barbierri and Ms. Ott opposed, to find the proposed amendment to rezone the petitioned area from R-2 Suburban Residential District to R-3 Multi-family Residential District consistent with the Comprehensive Plan based on a change in the character of the neighborhood (as redefined by the Planning Commission), and forward a **favorable recommendation** to the Worcester County Commissioners.

III. PLANNING COMMISSION'S FINDINGS AND CONCLUSIONS

1. Regarding the definition of the neighborhood: The Planning Commission voted unanimously to modify the defined neighborhood to include additional properties on the westerly side of MD Route 589 that were zoned A-1 and A-2 Agricultural District, as reflected on Planning Commission's Exhibit No. 1. Mr. Cropper concurred that he would revise his neighborhood to reflect the Planning Commission's definition. They incorporated by reference Applicant's Exhibit No. 2, Subsection B which outlined the changes that have occurred within this neighborhood.
2. Relating to population change: The Planning Commission concluded that there has been moderate population growth in the surrounding area, such as infill development within Ocean Pines and the construction of subdivisions such as Triple Crown Estates and Windmill Creek. They noted that there is a strong need for affordable and workforce housing especially located near employment centers. The Planning Commission also acknowledged that it could not mandate or ensure that it would be designed for affordable or workforce housing. The Comprehensive Plan further states that Ocean Pines used to be designed for summer occupancy but now supports year-round living.
3. Relating to availability of public facilities: The Planning Commission noted that while traffic patterns are always discussed, there is more to the conversation around public facilities. The Planning Commission finds that the petitioned area has a designation of W-6/S-6 for water and sewer planning designations, which indicates no planned service. The property is also unable to support onsite sewer/septic. To attain a W-1/S-1 designation, the owner will need to obtain an amendment to the Master Water and Sewer Plan. Water and sewer service is just one aspect of a project's development; as Mr. Mitchell points out, it should be a part of, but not the majority of, any argument of change in the character of the neighborhood. The Planning Commission noted that other facilities are impacted when housing is added to the community. Additional children are added to the schools which impact capacity, such as the newly rebuilt Showell Elementary and the future replacement of Buckingham Elementary. It was noted that while staff sends out requests for comments on rezoning applications, those impacted such as

the Board of Education do not provide comments. Furthermore, the Planning Commission discussed the impacts of new development on Fire and EMS. The petitioned area is located within Showell's territory, which has 24/7 paramedics, with secondary service from Ocean Pines. The Planning Commission acknowledged that there is a difference in response time whether staff are paid and on-site at the station or are volunteers responding from work or home, as well as the distance of the response site to the station. The Planning Commission also discussed modern construction requirements, such as fire suppression systems, and Mr. Cropper noted that any new construction will be much safer than the older dwellings.

4. Relating to present and future transportation patterns: The Planning Commission finds that MD Route 589 (Racetrack Road), is a State-owned and maintained major collector highway. The Traffic Group stated that there would be 163 fewer trips with a townhouse development of 87 units than a single-family development of 58 units and would overall be much less than a commercial zoning category.

Staff would note that under the RPC regulations, a townhouse development could be permitted in the current R-2 District, so the overall use carries less weight in the traffic considerations than the change in permitted density. A comparison of the traffic impacts of 58 townhouse units versus 87 townhouse units would be more appropriate, with an analysis of how one could mitigate those increased number of trips.

5. Relating to compatibility with existing and proposed development and existing environmental conditions in the area, including having no adverse impact on waters included on the State's impaired waters list or having an established total maximum daily load requirement: The Planning Commission found that the petitioned area is adjacent to existing residential and commercial uses. It has non-tidal wetlands and buffers that would be protected within the proffered 100' buffer to the Ocean Pines subdivision. No impacts are being requested.
6. Relating to compatibility with the Comprehensive Plan: The Planning Commission found that the property is designated as Existing Developed Area on the Land Use Map, which encourages infill development. Therefore, either R-2 or R-3 zoning classification was determined to be appropriate. The R-3 District would provide additional density to prevent sprawl development, which is more consistent with the comprehensive plan.

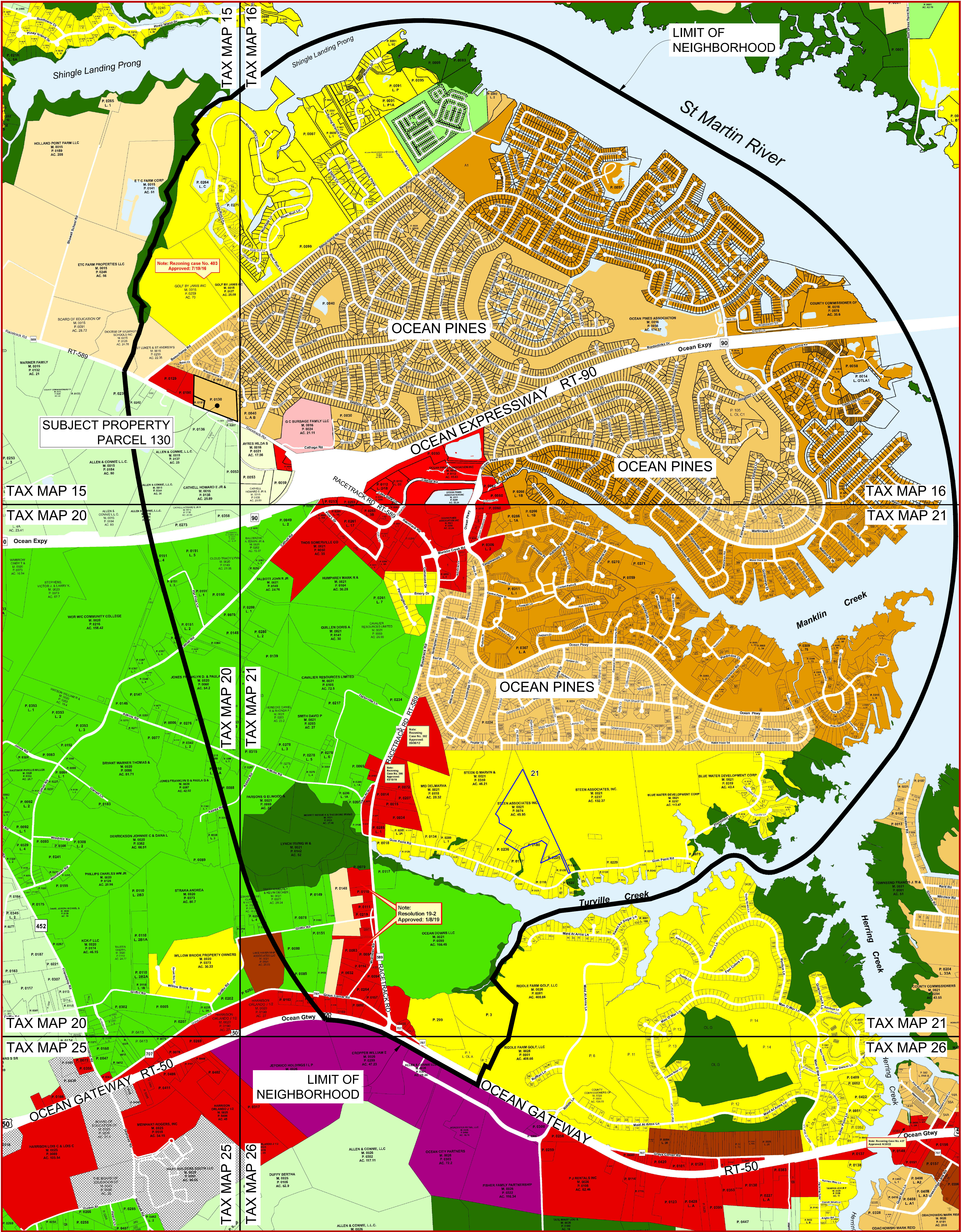
IV. PLANNING COMMISSION RECOMMENDATION

In consideration of its findings and testimony provided to the Commission, the Planning Commission concluded that there had been a change in the character of the redefined neighborhood since the last comprehensive rezoning on November 3, 2009, and that a rezoning of the petitioned area is appropriate. The applicant requests a zoning map amendment from R-2 Suburban Residential District to R-3 Multi-family District. Overall,

the Planning Commission found that the requested zoning conforms to the Worcester County Comprehensive Plan, which promotes infill development. There have been some traffic improvements along MD Route 589. There is a need for workforce housing, and while the Planning Commission acknowledges that this development would not necessarily be priced to meet that need, housing overall was needed.

V. RELATED MATERIALS AND ATTACHMENTS

Rezoning Case No. 453 Planning Commission's Exhibit No. 1



SITE DATA

PARCEL DESCRIPTION
TAX MAP 15
PARCEL 130
WORCESTER COUNTY, MARYLAND

PROPERTY OWNER
ALLAN B RABINEAU
401 EAST PRATT ST, STE 2341
BALTIMORE, MD 21202-3030

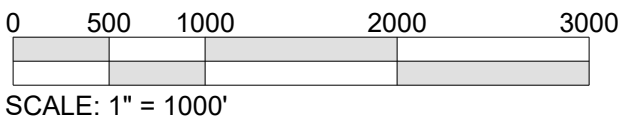
SITE AREA
PARCEL 130 13.324 AC

RE-ZONING EXHIBIT

TAX MAP 15, PARCEL 130
WORCESTER COUNTY, MARYLAND

	A1		RP		R2		I1		C1		V1
	A2		E1		R3		I2		C2		MUN
	CA		R1		R4		CM		C3		

Source: Worcester County Commissioners; UPDATED: Resolution
No's 12-01,16-01 and 19-02, effective 9/6/12, 3/15/16 and 1/8/19, respectively.

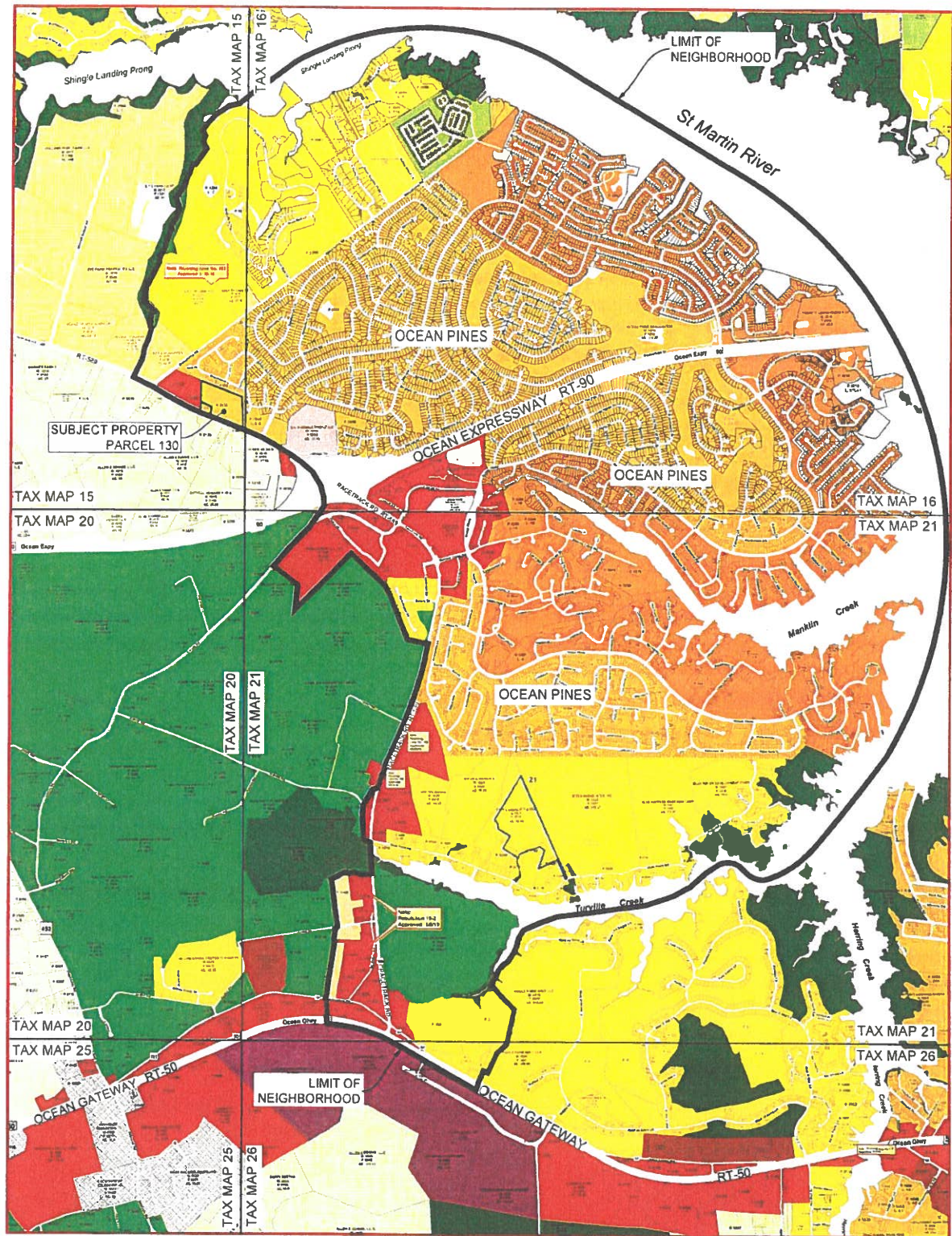


VISTA
DESIGN, INC.

Engineers, Surveyors, Landscape Architects, Land Planning Consultants, GIS Specialists
11634 Worcester Hwy, Showell, MD 21862
ph 410-352-3874 email vista@vistadesigninc.com



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SITE DATA

PARCEL DESCRIPTION

TAX MAP 15
PARCEL 130
WORCESTER COUNTY, MARYLAND

PROPERTY OWNER

ALLAN B RABINEAU
401 EAST PRATT ST. STE 2341
BALTIMORE, MD 21202-3030

SITE AREA

PARCEL 130 13.324 AC

RE-ZONING EXHIBIT

TAX MAP 15, PARCEL 130

WORCESTER COUNTY, MARYLAND

A1	RP	R2	I1	C1	V1
A2	E1	R3	I2	C2	MUN
CA	R1	R4	CM	C3	



Source: Worcester County Commissioners' UPDATED Resolution
No's. 12-01, 16-01 and 19-02, effective 9/6/12, 3/15/16 and 1/8/19, respectively.

REZONING FINDINGS OF FACT FORM

This is an application to rezone two contiguous parcels of land located on the northeast side of Maryland Route 589, north of its intersection with Maryland Route 90.

Ocean Pines Plaza Partnership is the owner of Worcester County Tax Map 15, Parcel 130, being approximately 13.324 acres, more or less. Allan Rabineau, Steven Savage, Al Consorti, and Mary F. Vito and John F. Brennan, as Co-Trustees of the James B. Vito Revocable Trust dated August 11 1999, as tenants in common, are the owners of Worcester County Tax Map 15, Parcel 191, which is contiguous on two sides to Parcel 130, and contains approximately 2 acres, more or less.

During the November 3, 2009 Comprehensive Rezoning, the properties were zoned R-2, Suburban Residential District. This is an application to rezone the properties to R-3, Multi-Family Residential District.

The adjacent properties to the south and east are also zoned R-2, Suburban Residential District, and the property to the north is zoned C-2, General Commercial District.

The properties are designated Existing Developed Area, or EDA, in the March 2006 Comprehensive Land Use Map. EDA's are areas designated for infill development, such as the proposed Multi-Family Residential District.

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

The primary basis for this rezoning is a substantial change in the character of the neighborhood since the last Comprehensive Rezoning on November 3, 2009. The changes to the character of the neighborhood demonstrate that the Multi-Family Residential zoning district is more appropriate for the petitioned area.

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

The applicants' definition of the neighborhood is shown on the rezoning exhibit attached hereto. Basically, it includes all the properties from US Route 50 on the east side of Maryland Route 589, including the commercial corridor along Maryland Route 589, north to Windmill Creek. Following Windmill Creek out to Shingle Landing Prong and following the St. Martin River, through Herring Creek up Turville Creek, and back to Route 50. The neighborhood includes all the residential subdivision of Ocean Pines, as well as the Casino and other related commercial and residential uses.

This is a modification of the definition of the neighborhood adopted in Rezoning Case No. 447. In fact, in Rezoning Case No. 447, the Planning Commission and the County Commissioners adopted the definition of the neighborhood in several prior rezonings, including Rezoning Case No. 392, and Rezoning Case No. 396. A copy of the Findings of Fact in Rezoning Case No. 447 are attached hereto.

This definition of the neighborhood is consistent with the Comprehensive Plan, which defines the community center as serving populations of 3,000 or more within about a 10 to 20 minute travel time (Comprehensive Plan, p. 17).

Changes in the character of the neighborhood since November 3, 2009:

Rezoning Case No. 447 represented a downzoning of approximately 22.86 acres from C-2, General Commercial District, to R-3, Multi-Family Residential District, and in that case, the Planning Commission and the County Commissioners recognized the need for affordable and work-force housing in this neighborhood. Other than the property subject to Rezoning Case No. 447, there is very little, if any, property with direct frontage on Maryland Route 589 that would provide work-force housing.

The property subject to Rezoning Case No. 447, and an additional 6.78 acres, were rezoned from A-1, Agricultural District, to C-2, General Commercial District, on September 4, 2012, in Rezoning Case No. 392. Lot 2, which is the Medical Campus of Atlantic General Hospital, being 6.78 acres, remains commercially zoned, with an intense commercial use.

The addition of the Atlantic General Hospital Medical Campus is definitely a change in the character of the neighborhood. There were substantial road improvements to Maryland Route 589, and the addition of a traffic signal.

Several applications were filed in Rezoning Case No. 415, Rezoning Case No. 402, Rezoning Case No. 399, Rezoning Case No. 401, and Rezoning Case No. 400, to rezone numerous parcels from E-1, Estate District to C-2, General Commercial District or, alternatively, C-1, Neighborhood Business District.

On April 3, 2018, the Worcester County Commissioners reviewed and approved the recommendation of the Planning Commission to initiate a sectional rezoning of these properties west of Maryland Route 589 and north of Grays Corner Road, which took in these properties, as well as other properties.

The Planning Commission discussed the potential sectional rezoning in a number of meetings including May 10, 2018, July 5, 2018, August 2, 2018, September 6, 2018, and October 4, 2018. After considerable discussion and investigation, the Worcester County Commissioners, by virtue of Resolution No. 19-2, on January 8, 2019, rezoned many of those parcels along Racetrack Road to C-2, General Commercial District.

In addition, those properties were upgraded to Commercial Center on the Land Use Map in the Worcester County Comprehensive Plan, so that they would be eligible for the provision of public water and wastewater services.

The Ocean Downs Casino was approved and constructed subsequent to the November 3, 2009 Comprehensive Rezoning. The issue of the Ocean Downs Casino as a change in the character of the neighborhood was discussed in Rezoning Case No. 392, which was ultimately appealed to

the Circuit Court for Worcester County, and the Court of Special Appeals for Maryland. In a written Opinion, the Appellate Court confirmed the casino as a change to the character of the neighborhood, as that neighborhood was defined in Rezoning Case No. 392.

As additional change, the Casino Entertainment District was established on November 20, 2020, by virtue of Bill 20-7, which added Section 1-352, Casino Entertainment District, to the Worcester County Code.

The Casino Entertainment District, or CED, is permitted in the A-2, Agricultural District upon review and approval by the Planning Commission. The minimum required lot area for a CED is 50 acres.

The Ocean Downs Casino, located south of the petitioned area, is 160 acres, and qualifies for a CED.

Among other things, the following uses and structures may be permitted in a CED: fairgrounds and commercial racetracks, gaming facilities and casinos, parking garage, restaurants, bars, nightclubs, banquet halls, a single motel or hotel, not to exceed 150 guest rooms, retail or service establishments, stadiums or arenas for outdoor entertainment, theaters, including moving and/or performing arts, health clubs, and fitness centers, places of assembly for exhibitions, and other public commercial, cultural, social and recreational areas.

This is essentially a commercial zoning district, which is directly applicable to 160 acres in the same neighborhood as the petitioned area.

By virtue of an Amendment to the Comprehensive Water and Sewerage Plan, and a Service Area Expansion, the Ocean Downs Casino decommissioned its on-site drainfield, and connected to the Ocean Pines Sanitary Service Area. In fact, the transmission line or pipe has been installed under Turville Creek, to a pumping station on the Ocean Downs Casino property.

Crabs To Go has already connected to the Ocean Pines Sanitary Service Area by virtue of this pumping station, which represents a definite change to the character of the neighborhood.

The development of the Ocean Downs Casino, and accessory uses, necessitated numerous traffic upgrades to Maryland Route 589, including the installation of a new traffic signal at McAllister Road.

In Rezoning Case No. 396, referenced previously, on March 15, 2016, the Worcester County Commissioners rezoned approximately 11.5 acres from A-1, Agricultural District, to C-2, General Commercial District.

Immediately east, or behind that property, the Triple Crown Estates, a Residential Planned Community was approved, which required sewer service from Ocean Pines, as well as Growth Allocation in the Atlantic Coastal Bays Critical Areas.

There have been numerous Water and Sewerage Plan Amendments, and Service Area Expansions, throughout the neighborhood, which have accommodate the growth referenced in this section.

In addition, there has been a general increase in commercial activity in the neighborhood, and a need for affordable housing. The Comprehensive Plan encourages affordable housing near employment centers, which will relieve traffic and congestion. The subject properties are perfectly suited for infill development.

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

1. Relating to population change:

There has been a general increase in population in the neighborhood. Perhaps more importantly, as contemplated by the draft Comprehensive Plan currently under consideration, there has been a much greater need for affordable housing, or work-force housing, near employment centers.

2. Relating to the availability of public facilities:

The subject property has directly frontage on Maryland Route 589, and it is adjacent to the developed area of the Ocean Pines Subdivision. All necessary public facilities are available.

3. Relating to present and future transportation patterns:

The subject property has direct frontage on Maryland Route 589. It abuts commercial zoning to the north. Although the proposed rezoning to Multi-Family Residential District will allow some increase in density, given the size of the property, this will not have a substantial impact on Maryland Route 589. The property is located a considerable distance north of the north and south gates to Ocean Pines, where the majority of the congestion is located, so stacking and other traffic congestion should not be an issue with this rezoning.

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

Relating to compatibility with existing development, the property is surrounded by suburban residential zoning and uses, commercial zoning and uses, and agricultural zoning. It abuts the Ocean Pines Subdivision, as well as commercial property.

With respect to existing environmental conditions, the vast majority of the property is uplands, and at the hearing before the Planning Commission, the applicant will produce testimony with respect to the location of wetlands on the property.

Relating to compatibility with the Comprehensive Plan:

The property is designated EDA by virtue of the March 7, 2006 Land Use Map associated with the Comprehensive Plan.

EDA's identify "existing residential and other concentrations of developed and unincorporated areas" and provide for the current development character to be maintained.

EDA's should be used for infill growth; density, height, bulk and site design should be consistent with the character of the community. In this case, the EDA abuts Ocean Pines, an established residential community. (Comprehensive Plan, pages 13-14).

For those reasons stated in Rezoning Case No. 447 Findings of Fact, the applicant asserts that the reclassification is consistent with the Comprehensive Plan and in keeping with its goals and objectives.

Conclusion:

The properties are currently zoned R-2, Suburban Residential District. The proposed rezoning to R-3, Multi-Family Residential District will provide the property owner with more flexibility for the design, and the ability to provide affordable and work-force housing. Under either zoning, the development of the property will undergo the Residential Planned Community review, which will be further review by the Planning Commission, and further review by the County Commissioners at an advertised public hearing.

The Comprehensive Plan recognizes the need for work-force housing in this area; the property is designated EDA suitable for infill development; and, the property has direct frontage on Maryland Route 589, and already abuts commercial zoning and commercial uses.

Respectfully submitted,



Hugh Cropper IV, Attorney for Property Owner

Rezoning Case No. 453 Applicant's Exhibit No. 3

SITE DATA

OWNER

INVR INC
32445 ROYAL BLVD SUITE 1
DAGSBORO, DE
PH (302) 500-0895

LAND PLANNER

VISTA DESIGN INC.
11634 WORCESTER HIGHWAY
SHOWELL, MARYLAND 21862
PH (410) 352-3874
FAX (410) 352-3875

PROJECT PROPOSED

PROJECT PHASE
TOWN HOME RPC

SITE LOCATION

TAX MAP 15 PARCEL 0130

Site Area - ± 15 ACRES

Existing Zoning R-2 - 4 Units to the acres

Proposed Zoning R-3 - 8 units to the

Number of units allowed $\pm 14.5 = 88$

Number of units proposed = 37

Line Size ZT = 48

Parking Required = 176
 Return = Drop-off = 176

Forest Conservation Area

Forest Conservation Area Proposed = 2.47 acres

Serbacks
Front

Standard = 15
From Rte 589 = 50

Side

Required = 8
Proposed = 15 / 100

Rear

Required = 15'
Proposed = 100'

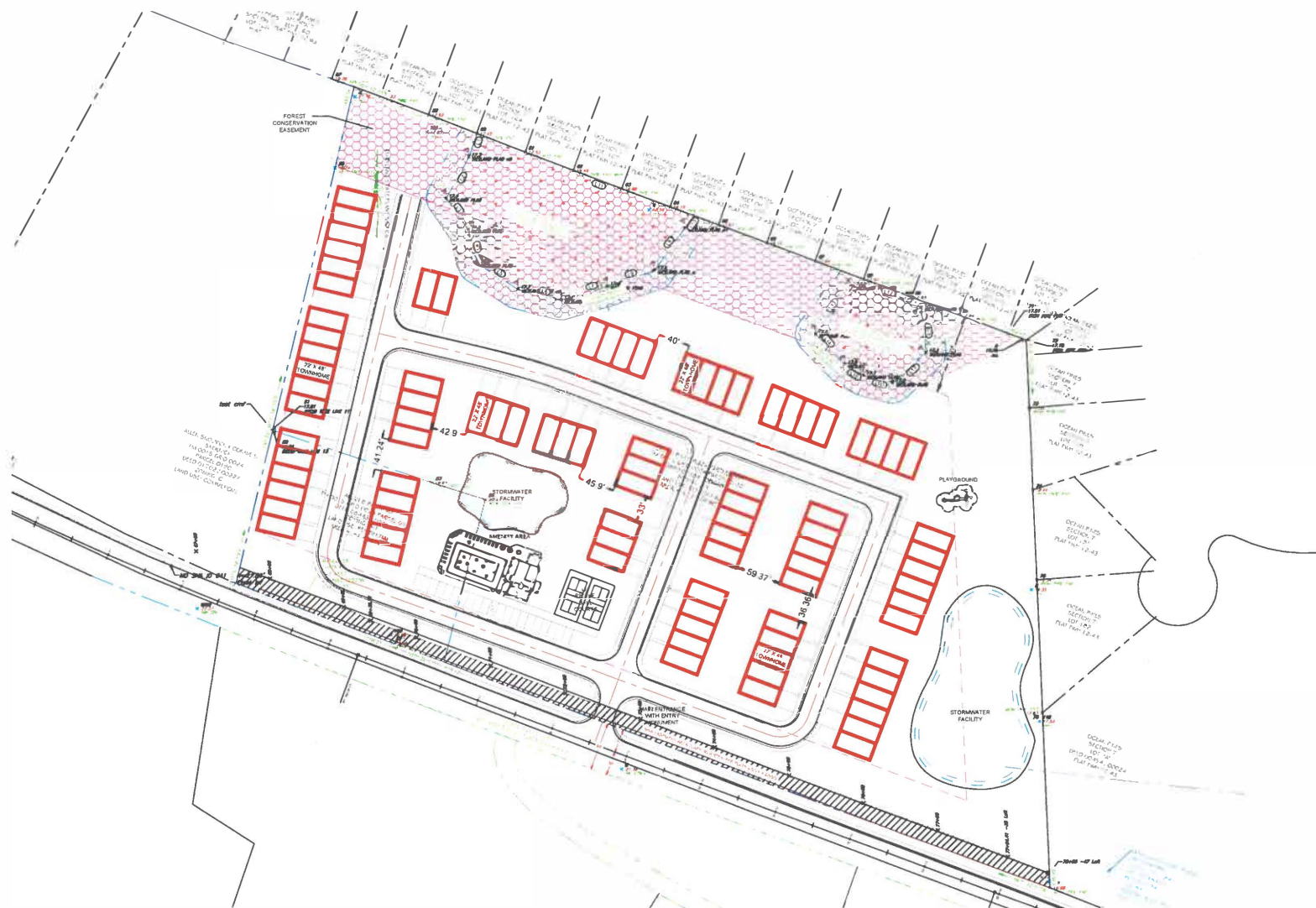


Figure 1 is a scale bar with markings at 0, 20, 60, 120, and 180 feet. Below the bar, it states "SCALE 1" = 60'".



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Land Planning Consultants • GIS Services

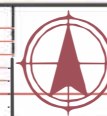
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OUTER BANKS
LUXURY
TOWNHOMES

CONCEPTUAL
SITE PLAN
"H"

PROJECT DATA				REVISIONS	
Task No.	11	Block	100-01	1	01/01/00
Proj. City	San Jose				
FOR ORDERED QUANTITY AND				1	01/01/00
Drawn By	ABC	Noted by	DEF		
Cover	11/04/12			2	01/01/00
				3	01/01/00



4/06/26
CE 042226.dwg
1 of 1

Rezoning Case No. 453 Applicant's Exhibit No. 4

Trip Generation Rates

Formula/Rate	Directional Distribution					
	AM Peak Hour		PM Peak Hour		SAT Peak Hour	
	IN	OUT	IN	OUT	IN	OUT
Single-Family Detached (ITE-210, Units)						
AM Peak Hour Trips = $0.67 \times \text{Units} + 5.59$	27%	73%	62%	38%	53%	47%
Ln(PM Peak Hour Trips) = $0.92 \text{ LN}(\text{Units}) + 0.33$						
Sat. Peak Hour Trips = $0.90 \times \text{Units} + 10.97$						
Daily Trips = $8.07 \times \text{Units} + 265.45$						
Single-Family Attached (ITE-215, Units)						
AM Peak Hour Trips = $0.59 \times \text{Units} - 15.25$	25%	75%	57%	43%	48%	52%
PM Peak Hour Trips = $0.57 \times \text{Units} - 7.8$						
Sat. Peak Hour Trips = $0.47 \times \text{Ln}(\text{Units})$						
Daily Trips = $6.53 \times \text{Units} + 3.25$						

** Trip rates obtained from ITE Trip Generation Manual 12th Edition, 2025.

Trip Generation

Land Use	Size		AM Peak Hour			PM Peak Hour			SAT Peak Hour			ADT
			In	Out	Total	In	Out	Total	In	Out	Total	
Existing R2 Zoning												
Single Family Detached Houses	58	units	12	32	44	36	22	58	33	30	63	734
Proposed R3 Zoning												
Townhouses	87	Units	9	27	36	24	18	42	20	21	41	571
Difference	29		-3	-5	-8	-12	-4	-16	-13	-9	-22	-163



C:\Users\cwilson\AppData\Local\Microsoft\Windows\NetCache\Content.Outlook\852A7Y8V\Trips

REZONING CASE NO. 453
WORCESTER COUNTY, MD
TRIP GENERATION COMPARISON

Pg 30 - 2. Residential

The County seeks for the current development character within these areas to be maintained. Appropriate zoning providing densities and uses consistent with this character should continue to be implemented and instituted. Not designated as growth areas, these areas should be limited to infill development. Density, height, bulk, and site design standards should also be consistent with existing character. Examples include Ocean Pines, West Ocean City, South Point and Germantown. Other small crossroad clusters are included in this category as appropriate.

Pg 38 - 4. Land use

R-2 Suburban Residential District This district is primarily intended to protect and preserve existing residential subdivisions throughout the County and to provide for compatible infill development in those areas. Furthermore, as contemplated by the Comprehensive Plan, this district can serve as an intermediate band of traditional neighborhood development as it transitions from a higher-density core to a much lower-density edge. The Comprehensive Plan recommends that designated growth areas be developed as traditional neighborhoods. Projects of greater than 20 dwelling units that are proposed after November 3, 2009 are required to be developed as residential planned communities to encourage traditional neighborhood development and utilization of conservation design principles. Therefore, new development in this district may be at densities higher than that cited below as the maximum density, provided adequate sewer service is available, while infill development in existing developed areas shall be at densities consistent with those allowed by the primary district regulations. R-3 Multi-family Residential District This district is intended to protect and preserve existing residential subdivisions throughout the County and to provide for compatible infill development in those areas. Furthermore, as contemplated by the Comprehensive Plan, this district can serve as the core of a traditional neighborhood development, where the highest densities are desired. The Comprehensive Plan recommends that designated growth areas be developed as traditional neighborhoods. Projects of more than 20 dwelling units that are proposed after November 3, 2009 are required to be developed as residential planned communities to encourage traditional neighborhood development and utilization of conservation design principles. Therefore, new development in this district may be at densities higher than that cited below as the maximum density, provided adequate sewer service is available, while infill development in existing developed areas shall be at densities consistent with those allowed by the primary district regulations.

Page 43 - Future Land Use Map shows our parcel as " Residential" yellow

Page 235 - Implementation

Land Use (Chapter 4) Worcester County land use goals are to maintain and improve the County's rural and coastal character, protect its natural resources and ecological functions, accommodate a planned amount of growth served by adequate public facilities, improve the compatibility of new development with the County's existing built environment, continue to support the County's thriving economy, provide for residents' safety and health, and coordinate land use-based infrastructure decision with Delaware and Sussex County to the extent possible. Specific goals and recommended actions to achieve those goals include the following:

1. Continue to limit rural development to uses compatible with the County's agriculture and forestry industries. •

Action Item 4.1.1: Continue to support agriculture and forestry uses throughout the county's less developed regions. •

Action Item 4.1.2: Limit rural development to uses compatible with agriculture and forestry.

2. Plan for new development by encouraging infill within existing population centers and planned growth centers while maintaining the character of the community. •

Action Item

4.2.1: Maintain the character of the County's existing population centers.

• Action Item 4.2.2: Locate new development in or near existing population centers and within planned growth centers. •

Action Item 4.2.3: Plan for infill within existing population centers without overwhelming their existing character.

STAFF REPORT

REZONING CASE NO. 453

Due to recent email scams by an individual impersonating a County employee alleging that unanticipated fees are owed, please know that Development Review and Permitting (DRP) will never require payment by wire transfer. If you receive such an email or call, contact DRP directly at 410-632-1200, and staff will be glad to assist you.

PROPERTY OWNER: Ocean Pines Plaza Partnership &
James B. Vito Revocable Trust
c/o Allan Rabineau
401 E Pratt Street Suite 2341
Baltimore, MD 21202

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

TAX MAP/PARCEL INFO: Tax Map 15, Parcels 130 and 191, Tax District 03

SIZE: The petitioned areas consist of approximately 14.72 acres.

LOCATION: North of MD Route 589 (Racetrack Road), west of Ocean Parkway (North Gate), Berlin, MD

CURRENT USE OF PETITIONED AREA: Unimproved, wooded parcels. The real estate sign on the property anticipates the granting of the map amendment, listing the zoning as R-3, with a development capacity of 87 units (as of 2.9.2026).

CURRENT ZONING CLASSIFICATION: R-2 Suburban Residential District.
Residential density is 4 units per acre (59 dwelling units maximum).

As defined in the Zoning Code, this district is intended to protect and preserve existing residential subdivisions throughout the County and to provide for compatible infill development in those areas. Furthermore, as contemplated by the Comprehensive Plan, this district can serve as an intermediate band of a traditional neighborhood development as it transitions from a higher-density core to a much lower-density edge. The Comprehensive Plan recommends that designated growth areas be developed as traditional neighborhoods. Projects of greater than twenty dwelling units which are proposed after the effective date of this Title are required to be developed as residential planned communities in order to encourage traditional neighborhood development and utilization of conservation design principles. Therefore, new development in this district may be at densities higher than that cited below as the maximum density, provided adequate sewer service is available, while infill development in existing developed areas shall be at densities consistent with those allowed by the primary district regulations.

REQUESTED ZONING CLASSIFICATION: R-3 Multi-family Residential District.
Residential density is 6 units per acre (88 dwelling units maximum).

As defined in the Zoning Code, this district is intended to protect and preserve existing residential subdivisions throughout the County and to provide for compatible infill development in those areas. Furthermore, as contemplated by the Comprehensive Plan, this district can serve as the core of a traditional neighborhood development, where the highest densities are desired. The Comprehensive Plan recommends that designated growth areas be developed as traditional neighborhoods. Projects of more than twenty dwelling units which are proposed after the effective date of this Title are required to be developed as residential planned communities in order to encourage traditional neighborhood development and utilization of conservation design principles. Therefore, new development in this district may be at densities higher than that cited below as the maximum density, provided adequate sewer service is available, while infill development in existing developed areas shall be at densities consistent with those allowed by the primary district regulations.

APPLICANT'S BASIS FOR REZONING: The application indicates that there has been a substantial change in the character of the neighborhood since the last Comprehensive Rezoning on November 3, 2009.

ZONING HISTORY:

- **1964:** A-1 Agricultural District
- **1978:** A-1 Agricultural District
- **1983:** Case No. 172 (Parcel 130), requesting B-1 Neighborhood Business District, denied.
- **1987:** Case No. 234 (Parcel 130), requesting B-1 Neighborhood Business District, withdrawn prior to County Commissioner hearing.
- **1992:** R-2 Suburban Residential District
- **2009:** R-2 Suburban Residential District

SURROUNDING ZONING:

- **North:** R-2 Suburban Residential District (Ocean Pines subdivision)
- **South:** A-1 Agricultural District
- **East:** R-2 Suburban Residential District (Ocean Pines subdivision)
- **West:** C-2 General Commercial District (The Pavilions)

COMPREHENSIVE PLAN:

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

Chapter 1: Introduction

References the Ocean Pines subdivision adjoining the petitioned areas, which originally started as a summer development and now accommodates mostly year-round and retirement living (Page 3).

Chapter 2: Land Use

The petitioned area lies within the Existing Developed Area (EDA) Land Use Category, which encourages appropriate zoning providing for infill and densities consistent with the character of the EDA. For this request, the R-2 Suburban Residential District allows a density of four units per net/gross acre (59 dwelling units maximum). The R-3 Multi-family Residential District allows a density of six units per net/gross acre (88 dwelling units maximum). Under either scenario, a development of over 20 units will be reviewed as a major Residential Planned Community (RPC). Under the major RPC provisions, the dwelling types permitted by the R-4 District are allowed, regardless of the uses permitted in the underlying zoning. Therefore, both zoning designations would allow single-family, duplex, multi-family and townhouse units.

Regarding the EDA Land Use Category, the Comprehensive Plan states the following:

“This category identifies existing residential and other concentrations of development in unincorporated areas and provides for their current development character to be maintained. Recognizing existing development and neighborhood character is the purpose of this designation. Appropriate zoning providing for densities and uses consistent with this character should be instituted.”

“Not designated as growth areas, these areas should be limited to infill development. Density, height, bulk, and site design standards should also be consistent with the EDA’s existing character” (Pages 13 - 14).

“For this planning period, the location of growth has been shifted away from the MD 589 corridor to avoid more transportation problems.... MD 589 has been designated as currently “impacted” and unsuitable for development beyond infill of existing lots in accordance with current zoning” (Page 27).

As illustrated on the Land Use Map, the Existing Developed Area (EDA) consists of the Ocean Pines subdivision (R-2 and R-3 residential zoning classifications) and the area along Beauchamp Road (a mix of residential, agricultural, commercial and estate zoning classifications).

Referenced in the application, Rezoning Case No. 447 was reviewed and approved for an R-3 District designation, located further south on MD Route 589. Attached to the application you will find the Findings of Fact signed by the County Commissioners on August 19, 2025. Unlike the petitioned areas which already had a residential zoning, those parcels were zoned A-1 in 2009, upzoned to C-2 in 2012, and downzoned to R-3 in 2025. The R-3 District still represents a significant upzoning from the zoning at the time of the last comprehensive rezoning.

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

3. Maintain the character of the county's existing population centers.
4. Provide for appropriate residential, commercial, institutional, and industrial uses.
5. Locate new development in or near existing population centers and within planned growth centers.
6. Infill existing population centers without overwhelming their existing character.
8. Regulate development to minimize consumption of land, while continuing the county's rural and coastal character.
9. Minimize conflicts among land uses due to noise, smoke, dust, odors, lighting, and heavy traffic.
11. Set high environmental standards for new development, especially in designated growth areas.
20. Direct new development in growth areas to planned communities.
21. Promote mixed used development.
22. Design new development's architecture and landscaping to visually improve its surroundings. (Pages 12 & 13)

Chapter 3: Natural Resources

Pertinent objectives on page 33 include the following:

1. Use a systems approach to environmental planning addressing pollution at or close to its source and use sustainable development techniques.
2. Instill environmental stewardship as a universal ethic.
3. Identify and protect environmentally sensitive areas.
4. Restore and/or enhance natural resource functions where possible.
5. Reduce imperviousness of existing and new development.
8. Conserve resources by reducing unnecessary consumption.
9. Channel development within a particular site to any existing disturbed areas if possible.
10. Establish sufficient buffers for sensitive areas.

Chapter 4: Economy

The Plan notes that “[y]ear-round and seasonal population growth has provided a growing market for the county's businesses” (page 58).

Pertinent objectives cited in Chapter 4 – Economy state the following:

- Provide through the land use plan sufficient land for planned growth to meet expected demand for housing, commercial and support services.
- Encourage mixed-use commercial, office and residential development.
- Provide for suitable locations for commercial centers able to meet the retailing and service needs of population centers. (Pages 59 - 60)

“Developing more living-wage employment joined with creating affordable housing will provide opportunities for residents and their children to stay in the area” (page 64).

Chapter 5: Housing

The Plan acknowledges Worcester County's two housing markets: permanent year-round housing and second homes. "Housing production and availability in absolute terms has been sufficient, yet affordability and location are issues" (Page 65).

"At this point, home prices and redevelopment of older properties and the intrusion of seasonal housing into traditionally locals' housing areas...has driven housing prices well beyond the local affordability range" (Page 65).

Pertinent objectives and recommendations cited in Chapter 5 – Housing state the following:

- A variety of housing types including mixed-use projects should be provided for to meet the housing needs of all income groups and life stages.
- Market forces will provide sufficient incentives to address second home demand. Therefore, Worcester County should provide appropriate location, density, and design standards to ensure this sector of the housing market's production is consistent with this plan's goals and objectives. (Pages 67 – 68)

Statements in the 2025 Housing Study show that there is a shortage of housing units in the county, both owner occupied and year-round rentals. There are significant numbers of residents that are cost burdened due to high market rates, corroborating the findings in the 2006 Comprehensive Plan.

Chapter 6: Public Infrastructure

The Plan acknowledges the county's policy to have developers provide all on-site infrastructure relative to new development. In addition, "infrastructure costs should be borne by those who directly benefit; developers will remain responsible for the services required by new development" (Page 70). Infrastructure includes water, sewer, roads and other improvements.

Sewer service is identified as "one of the county's most powerful growth management tools" (Page 74). As Mr. Mitchell notes in his memo, the petitioned areas will require not only an amendment to the Master Water and Sewer Plan, but there may also be other studies and infrastructure investments required to alleviate any negative impacts on area waters.

Pertinent objectives cited in Chapter 6 – Public Infrastructure - General state the following:

2. Permit development to occur only as rapidly as services can be provided.
3. Ensure adequate public facilities are available to new development.
4. Require new development to "pay its way" by providing adequate public facilities to meet the infrastructure demands it creates. (Page 70)

Chapter 7: Transportation

The petitioned area fronts MD Route 589 (Racetrack Road), a major collector highway. The applicant's suggested findings indicate that the development under the R-3 District "will not have a substantial impact on Maryland Route 589", and that "stacking and other traffic congestion should not be an issue". **No traffic analysis was provided with this application to**

justify these statements. The Planning Commission and/or County Commissioners may request a traffic study to evaluate the impacts of this use on the existing road network and identify mitigation measures that may be needed.

The Plan states that “[r]esort traffic causes the most noticeable congestion on US 50, US 113, US 13, MD 528, MD 589, MD 611 and MD 90” (page 79). Additionally, the plan notes that “[o]f special note is the fact that the MD 589 corridor has experienced significant development and has reached an unsatisfactory level-of-service” (page 80).

Access control recommendations include the use of service roads, interparcel connectors, limiting the distance between access points, and the overall number of access points on major roadways (Page 84).

As new residential and commercial developments have been constructed along the MD Route 589 corridor, developers have been responsible for constructing necessary road improvements to support the proposed development at the site and mitigating its effects along the corridor. While no entrance plans have been proposed with this rezoning request, it is very likely that another access point to MD Route 589 will be requested, rather than an extension through the existing Ocean Pines subdivision.

Road improvements in the vicinity of the petitioned area that have occurred since the 2006 Comprehensive Plan include:

- Restriping of the right-of-way in the vicinity of Showell School Road.
- Signal modifications at Ocean Parkway (North Gate).
- Commercial entrance at Cathage Road, with associated turn lane modifications on Racetrack Road.
- The addition of a deceleration lane at Royal Farms.
- Intersection modifications at MD Route 589 and Manklin Creek Road associated with Pennington Commons shopping center.
- Road widening and signalized intersection south of Taylorville Lane at the TidalHealth Gudelsky Family Pavilion.

Pertinent policies, projects and recommendations on page 85 include:

- Limit development in the corridor until capacity increases.
- Dualize after the US 113 project is completed.
- Continue to deflect US 113 traffic to MD 90 rather than MD 589.
- Introduce interparcel connectors and service roads where feasible.

Pertinent objectives include the following:

1. Acceptable Levels of Service – It is this plan’s policy that the minimal acceptable level of service for all roadways be LOS C. Developers shall be responsible for maintaining this standard.

3. Traffic studies--Developers should provide traffic studies to assess the effect of each major development on the LOS for nearby roadways.
4. Impacted Roads--Roads that regularly have LOS D or below during weekly peaks are considered "impacted." Areas surrounding impacted roads should be planned for minimal development (infill existing lots). Plans and funding for improving such roads should be developed.
5. Impacted Intersections – Upgrade intersections that have fallen below a LOS C.
8. Local funding sources should be explored to improve priority of impacted roadways for state funding or to provide for local construction of improvements.
13. Road Widening--Adequate right-of-way should be dedicated for roads anticipated for widening during the development review process.
14. Community character—New roadway designs and construction should not disrupt the character of existing communities, villages, and towns. Alternative routes and designs should be explored to maintain this important aspect of Worcester County.
15. Connectivity—Inter- and intra-development connectivity should be designed into new development to improve mobility and to avoid environmental damage.
16. Residential Streets--Through traffic should be discouraged through layout and "traffic calming" practices.
17. Bike and Pedestrian Mobility--Bike and pedestrian mobility should be given higher priority and designed into new development.
22. Parcel Access Plan--This plan should provide a specific parcel access plan for large parcels and interparcel connections for smaller parcels for key roadways. This list should be provided to and reviewed with the State Highway Administration. (Pages 87-89)

WATER AND WASTEWATER: According to the attached response memo from Mr. Mitchell, the petitioned area has a designation of W-6/S-6 for water and sewer planning designations, which indicates no planned service. The property is also unable to support onsite sewer/septic. To attain a W-1/S-1 designation, the owner will need to obtain an amendment to the Master Water and Sewer Plan. Water and sewer service is just one aspect of a project's development; as Mr. Mitchell points out, it should be a part of, but not the majority of, any argument of change in the character of the neighborhood.

The primary soil types on the petitioned area according to the Worcester County Soil Survey are HmAd – Hammonton loamy sand, 0 to 2 percent slopes, Northern Tidewater Area, NnA - Nassawango fine sandy loam, 0 to 2 percent slopes, and WddA – Woodstown sandy loam, 0 to 2 percent slopes, Northern Tidewater Area. The petitioned areas are well drained or moderately well drained soils. The property may have non-tidal wetlands which will have to be evaluated.

EMERGENCY SERVICES: Fire and ambulance service will be available from the Showell Volunteer Fire Company, approximately 2 miles away. No comments were received. Police protection will be available from the Maryland State Police Barracks in Berlin, approximately 5 miles away, and the Worcester County Sheriff's Office in Snow Hill, approximately 21 miles away. No comments were received from the Maryland State Police Barracks or from the Sheriff's Office. Worcester County Emergency Services provided an email of no comment.

ROADWAYS AND TRANSPORTATION: The petitioned areas front on MD Route 589 (Racetrack Road). MD Route 589 is a state-owned and -maintained major collector highway as defined in the Comprehensive Plan. The Plan states that “MD 589 is considered impacted from a traffic standpoint. This implies that land use should not intensify in this area. Infill development of existing platted lots should be the extent of new development. This policy shall remain until road capacity is suitably improved” (page 80). No comments were provided by MDOT SHA or the Department of Public Works, County Roads Division.

SCHOOLS: The petitioned areas are within Zone 1 of the Worcester County Public School Zones and are served by the following schools: Showell Elementary (Pre-K - Grade 4), Berlin Intermediate School (Grade 5 - 6), and Stephen Decatur Middle School (Grade 7 - 8) and Stephen Decatur High School (Grade 9 - 12). No comments were received from the Worcester County Board of Education (WCBOE).

CHESAPEAKE/ATLANTIC COASTAL BAYS CRITICAL AREAS: According to the attached memo from Mr. Mitchell, the petitioned areas are not located in the Critical Area.

FOREST CONSERVATION: According to the attached response memo from Mr. Mitchell, the petitioned areas will be required to comply with the requirements of the Forest Conservation Act at the time of development.

FLOOD ZONE: The FIRM map (24047C0045H, effective July 16, 2015) indicates that the petitioned areas are located outside of the floodplain in Zone X (Area of Minimal Flood Hazard).

PRIORITY FUNDING AREAS: The petitioned areas are not within a designated Priority Funding Area (PFA).

INCORPORATED TOWNS: The petitioned areas are not located within one mile of a municipality.

COMMENTS RECEIVED: The following agencies submitted responses (attached):

- Memo from Robert Mitchell, Director, Department of Environmental Programs
- Email from Chris Shaffer, Director, Department of Emergency Services

!!**IMPORTANT**!!

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

1. Does the Planning Commission concur with the applicant’s claim of a change in the character of the neighborhood or that there was a mistake in the existing zoning as of November 3, 2009?

The applicant is claiming a change in the character of the neighborhood as outlined in the application's supporting documents.

2. Does the Planning Commission concur with the applicant's definition of the neighborhood? If not, how does the Planning Commission define the neighborhood?
3. Relating to population change.
4. Relating to availability of public facilities.
5. Relating to present and future transportation patterns.
6. Relating to compatibility with existing and proposed development and existing environmental conditions in the area, including having no adverse impact on waters included on the State's impaired waters list or having an established total maximum daily load requirement.
7. Relating to compatibility with the Comprehensive Plan.
8. Would a change in zoning be more desirable in terms of the objectives of the Comprehensive Plan?



Worcester County Department of Environmental Programs

Worcester County Government Center, 1 West Market Street, Rm 1306 | Snow Hill MD 21863

Tel: (410) 632-1220 | Fax: (410) 632-2012

Memorandum

To: Jennifer Keener, AICP
Director, DDRP

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

Subject: **EP Staff Comments on Rezoning Case No. 453**
Reclassify approximately 14.72 Acres of
From A-1 Agricultural District to C-2 Commercial District
TM 15 Parcels 130, and 191

Date: 3/19/26

This response to your request for comments is prepared for the map amendment application associated with the above referenced properties. The Worcester County *Zoning and Subdivision Control Article*, Section ZS1-113(c)(3), states that the applicant must affirmatively demonstrate that there has been a substantial change in the character of the neighborhood since the last zoning of the properties or that a mistake has been made in the existing zoning classification. The application argues that there was a change in the character of the neighborhood since the last Comprehensive Rezoning that was approved by the County Commissioners on November 3, 2009. The Code requires that the Commissioners find that the proposed “change in zoning” would be more desirable in terms of the objectives of the *Comprehensive Plan*.

These properties have an Existing Developed land use designation and in the Land Use Map in the Worcester County Comprehensive Plan (*Comprehensive Plan*). Regarding the Existing Developed land use designation, according to Chapter 2 - Land Use of the *Comprehensive Plan*, the *Plan* indicates that this category identifies existing residential and other concentrations of development in unincorporated areas and provides for their current development character to be maintained. The *Plan* also recognizes that existing development and neighborhood character is the purpose of this designation with appropriate zoning instituted that provide for densities and uses consistent with this character.

We do not have approved onsite sewer for these properties as the cesspool and well were abandoned in 2013. These properties would not meet current regulations for the use of onsite sewer today. The properties are adjacent, but not currently within the Ocean Pines Water and Sewer planning area. Currently, the properties are classified as W-6/S-6 for water and sewer planning designations which indicates no planned service. An amendment to the *Master Water and Sewer Plan* would need to be completed to attain a W-1/S-1 designation to receive public water and sewer. With respect to the provision of public sanitary services:

- a. The land use designation of this property is compatible with extensions of public sewer and would be part of any future amendment to the *Master Water and Sewer Plan* to change the planning areas designations.
- b. Regarding the applicant’s change in the character of the neighborhood, a provision for zoning consistency is included within the *Master Water and Sewer Plan*. Under 1.1.3.B: “The inclusion of

a property in the water and sewer plan does not, in and of itself, constitute a change the character of the neighborhood for rezoning purposes.” The applicant makes numerous references to provisions of water and sewer within the claimed neighborhood definition in the findings of fact attachment to their application. We would note that the presentation of multiple references to the extension of public water and sewer services within the applicant’s reasoning should be examined as just a part of their change argument and not its majority component.

- c. This is a request for an intensification or up-zoning of the subject properties. The higher density permitted will require additional sanitary capacity to serve any proposed development. With respect to availability of public services, the acquisition of the necessary capacity from the Ocean Pines Sanitary Service Area may entail the applicant conducting various studies with accompanying infrastructure investments to make sure any development will not have an adverse impact on area waters included on the State’s Impaired Waters List.

Our initial review of the subject properties indicates the potential for non-tidal wetlands that could impact future development and the ultimate buildout of the project. Compliance with the Forest Conservation Act and requirements of the Sediment and Stormwater Ordinance will also affect the size and scope of the project’s buildout.

In closing, we would note a couple additional items that the applicant should plan to address with the Planning Commission:

- Route 589 is already suffering from a stressed capacity and the *Plan* discourages any additional development along the corridor until the roadway is improved (pages 80 and 85 in the *Comprehensive Plan*).
- As noted above, this is an intensification request. The only other R-3 zoning within the corridor was done as part of a downzoning request from a C-2 designation. The adjacent Ocean Pines development sections are zoned R-2 as are the subject properties. Adjacent properties that have residential uses are zoned R-2, E-1 Estate, and A-1 Agriculture. The compatibility of an infill buildout of a multi-family residential development surrounded by a suburban residential district which comprises the lower density edge of the Ocean Pines community should be explored in greater detail.

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

From: [Christopher M. Shaffer](#)
To: [Jennifer Keener](#)
Subject: RE: Request for Comment - Rezoning Case No. 453
Date: Monday, March 23, 2026 2:04:29 PM

Afternoon Jenifer- no comment from Emergency Services.....

Thanks

Chris

From: Jennifer Keener <jkkeener@worcestermd.gov>
Sent: Thursday, March 5, 2026 1:53 PM
To: aewallace <aewallace@worcesterk12.org>; Christopher M. Shaffer <cmshaffer@worcestermd.gov>; Dallas Baker <dbaker@worcestermd.gov>; Ian McGovern <ian.mcgovern@maryland.gov>; Jana B. Potvin <jbpotvin@worcestermd.gov>; Kevin Lynch <klynch@worcestermd.gov>; Lt. Earl Starner <earl.starner@maryland.gov>; Mark Crampton <mcrampton1@mdot.maryland.gov>; Matt Owens <mowens@worcestermd.gov>; Matthew Crisafulli <mcrisafulli@worcestermd.gov>; Matthew Laick <mllaick@worcestermd.gov>; Melanie Pursel <mpursel@worcestermd.gov>; rjones@maryland.gov; Robert Mitchell <bmitchell@worcestermd.gov>; Tabitha Edwards <tabitha.edwards@usda.gov>
Subject: RE: Request for Comment - Rezoning Case No. 453

Good afternoon,

This is a reminder to submit your comments on Rezoning Case No. 453 at the north gate of Ocean Pines by **Friday, March 20, 2026**.

Thank you!

Jennifer K. Keener, AICP
Director
Dept. of Development, Review and Permitting
Worcester County Government
One West Market Street, Room 1201
Snow Hill, MD 21863
(410) 632-1200, ext. 1123
jkkeener@worcestermd.gov

From: Jennifer Keener <jkkeener@worcestermd.gov>
Sent: Friday, February 6, 2026 9:01 AM
To: aewallace <aewallace@worcesterk12.org>; Anderson Spratt <anderson.spratt@usda.gov>; Christopher M. Shaffer <cmshaffer@worcestermd.gov>; Dallas Baker <dbaker@worcestermd.gov>;

Ian McGovern <ian.mcGovern@maryland.gov>; Jana B. Potvin <jbpotvin@worcestermd.gov>; Kevin Lynch <klynch@worcestermd.gov>; Lt. Earl Starner <earl.starner@maryland.gov>; Mark Crampton <mcrampton1@mdot.maryland.gov>; Matt Owens <mowens@worcestermd.gov>; Matthew Crisafulli <mcrisafulli@worcestermd.gov>; Matthew Laick <mLaick@worcestermd.gov>; Melanie Pursel <mpursel@worcestermd.gov>; rjones@maryland.gov; Robert Mitchell <bmitchell@worcestermd.gov>

Subject: Request for Comment - Rezoning Case No. 453

Good morning,

I am requesting your feedback on a proposed rezoning application adjacent to the North Gate of Ocean Pines on MD Route 589. **Comments are requested by Friday, March 20, 2026.** Attached you will find a memo requesting comments, a copy of the application and maps of the petitioned area.

Thank you,

Jennifer K. Keener, AICP
Director
Dept. of Development, Review and Permitting
Worcester County Government
One West Market Street, Room 1201
Snow Hill, MD 21863
(410) 632-1200, ext. 1123
jkeener@worcestermd.gov



DEPARTMENT OF
DEVELOPMENT REVIEW AND PERMITTING

Worcester County

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

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

ZONING DIVISION
BUILDING DIVISION
DATA RESEARCH DIVISION

ADMINISTRATIVE DIVISION
CUSTOMER SERVICE DIVISION
TECHNICAL SERVICES DIVISION

MEMORANDUM

TO: Robert Mitchell, Director, Worcester County Environmental Programs
Matt Owens, Worcester County Fire Marshal & c/o local fire departments
Chris Shaffer, Director, Department of Emergency Services
Matthew Crisafulli, Sheriff, Worcester County Sheriff's Office
Dallas Baker, P.E., Director, Worcester County Public Works Department
Jana Potvin, Deputy Director, Worcester County Public Works Department
Kevin Lynch, Roads Superintendent, Worcester County Public Works Department
Melanie Pursel, Director of Tourism & Economic Development
Annette Wallace, Superintendent, Worcester County Board of Education
Lt. Earl W. Starner, Commander, Barracks V, Maryland State Police
Mark Crampton, District Engineer, Maryland SHA
Rebecca L. Jones, Health Officer, Worcester County Health Department
Ian McGovern, Project Manager, Maryland Forest Service
Anderson Spratt, District Conservationist, Worcester County NRCS

FROM: Jennifer K. Keener, AICP, Director

DATE: February 6, 2026

RE: Rezoning Case No. 453– Tax Map 15, Parcels 130 and 191, located on the North side of Racetrack Road (MD Route 589), west of Ocean Parkway (north gate), Ocean Pines Plaza Partnership/ James B. Vito Revocable Trust, Property Owners and Hugh Cropper, Attorney

This application seeks to rezone approximately **14.72 acres** of land shown on Tax Map 15, as Parcels 130 and 191, from **R-2 Suburban Residential District** to **R-3 Multi-Family Residential District**. If developed for residential use, this could result in a density increase from 59 dwelling units maximum (R-2) to 88 dwelling units (R-3). The petitioned areas are currently vacant, wooded parcels that adjoin the Ocean Pines subdivision near the North Gate. For your reference I have attached a copy of the rezoning application package, location and zoning maps showing the property requested to be rezoned.

The applicant is alleging a **substantial change in the character of the neighborhood** since the last comprehensive rezoning in 2009 and that a change in zoning would be more desirable in terms of the objectives of the Comprehensive Plan. The Planning Commission must consider if:

1. There was a mistake made in assigning the property to a R-2 District zoning classification in 2009; and/or
2. There has been a significant change based upon a comparison of the current conditions to the neighborhood in 2009 at the time of the last Comprehensive Rezoning.

By Friday, March 20, 2026, the Planning Commission is requesting any comments, thoughts or insights that you or your designee might offer with regard to past and present conditions in the delineated neighborhood, as well as the effect that this application and potential subsequent development of the site under the proposed zoning classification may have on plans, facilities, or services for which your agency is responsible. Your response is requested even if you determine that the proposed rezoning will have no effect on your agency, that the application is compatible with your agency's plans, and that your agency has or will have adequate facilities and resources to serve the property and its potential land uses. ***If no comments are received, we will document such and assume that you have no objection to the Planning Commission stating this information in its report to the Worcester County Commissioners.***

General Zoning Information:

The purpose and intent of the R-2 Suburban Residential District is to protect and preserve existing residential subdivisions throughout the County and to provide for compatible infill development in those areas. Furthermore, as contemplated by the Comprehensive Plan, this district can serve as an intermediate band of a traditional neighborhood development as it transitions from a higher-density core to a much lower-density edge. The Comprehensive Plan recommends that designated growth areas be developed as traditional neighborhoods. Projects of greater than twenty dwelling units which are proposed after the effective date of this Title are required to be developed as residential planned communities in order to encourage traditional neighborhood development and utilization of conservation design principles. Therefore, new development in this district may be at densities higher than that cited below as the maximum density, provided adequate sewer service is available, while infill development in existing developed areas shall be at densities consistent with those allowed by the primary district regulations.

Permitted uses by right include single-family dwellings (density 4 units per acre), group homes, and certain community and recreational uses. Special exception uses may include assisted living facilities, schools, religious facilities, and similar low-impact community-oriented uses. For a full list of uses in the district, please refer to the County Code here: [R-2 District](#).

The purpose and intent of the R-3 Multi-Family Residential District is to protect and preserve existing residential subdivisions throughout the County and to provide for compatible infill development in those areas. Furthermore, as contemplated by the Comprehensive Plan, this district can serve as the core of a traditional neighborhood development, where the highest densities are desired. The Comprehensive Plan recommends that designated growth areas be developed as traditional neighborhoods. Projects of more than twenty dwelling units which are proposed after the effective date of this Title are required to be developed as residential planned communities in order to encourage traditional neighborhood development and utilization of conservation design principles. Therefore, new development in this district may be at densities higher than that cited below as the maximum density, provided adequate sewer service is available, while infill development in existing developed areas shall be at densities consistent with those allowed by the primary district regulations.

Permitted uses by right include single-family dwellings (density 6 units per acre), two-family and multi-family dwellings, townhouses and certain community and recreational uses. Special exception uses may include planned senior developments, assisted living facilities, schools, religious facilities, and similar community-oriented uses. For a full list of uses in the district, please refer to the County Code here: [R-3 District](#).

If you have any questions or require further information, please do not hesitate to reach me by phone at (410) 632-1200, ext. 1123 or via email at jkeener@worcestermd.gov. On behalf of the Planning Commission, thank you for your attention to this matter.

Attachments

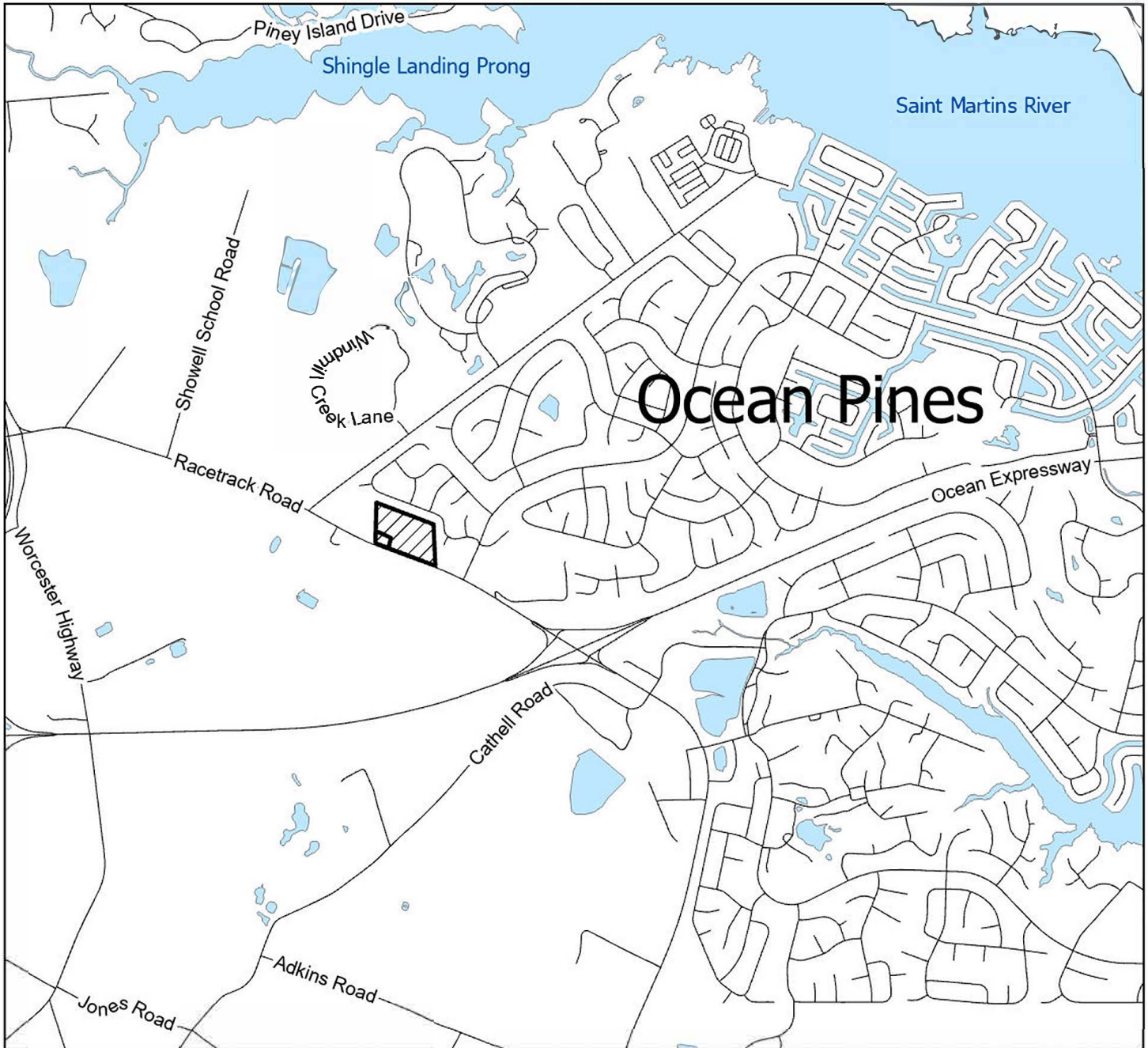
WORCESTER COUNTY, MARYLAND



REZONING CASE NO. 453
R-2 Suburban District to R-3 General Residential District
Tax Map: 15, Parcel 130 & 191
SDAT Account ID No. 2403005259 & 2403004821



LOCATION MAP



DEPARTMENT OF DEVELOPMENT REVIEW & PERMITTING
Technical Services Division

Prepared: February 2026
Source: County GIS Layers

0 2,000 4,000
Feet

Prepared By: K.L.Henry
Reviewed By: J.K. Keener

This map is intended for illustrative purposes and not for regulatory action.

WORCESTER COUNTY, MARYLAND



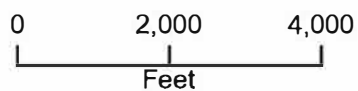
REZONING CASE NO. 453
R-2 Suburban District to R-3 General Residential District
Tax Map: 15, Parcel 130 & 191
SDAT Account ID No. 2403005259 & 2403004821

AERIAL MAP



DEPARTMENT OF DEVELOPMENT REVIEW & PERMITTING
Technical Services Division

Prepared: February 2026
Source: County GIS Layers, and
2024 Aerial Imagery



Prepared By: K.L.Henry
Reviewed By: J.K. Keener

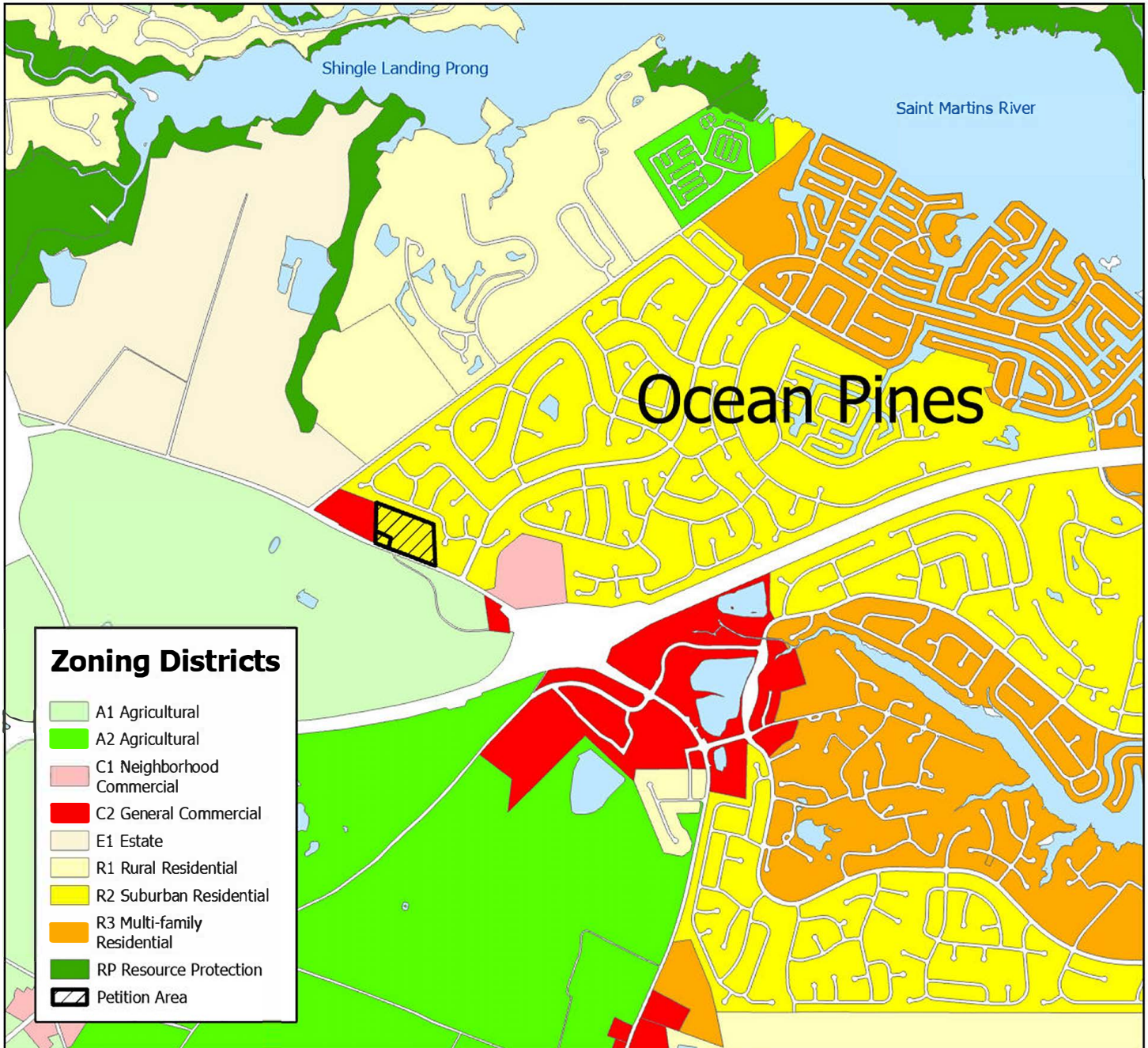
This map is intended for illustrative purposes and not for regulatory action.

WORCESTER COUNTY, MARYLAND



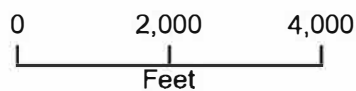
REZONING CASE NO. 453
R-2 Suburban District to R-3 General Residential District
Tax Map: 15, Parcel 130 & 191
SDAT Account ID No. 2403005259 & 2403004821

ZONING MAP



DEPARTMENT OF DEVELOPMENT REVIEW & PERMITTING
Technical Services Division

Prepared: February 2026
Source: County GIS Layers, and
2009 Official Zoning Map



Prepared By: K.L.Henry
Reviewed By: J.K. Keener

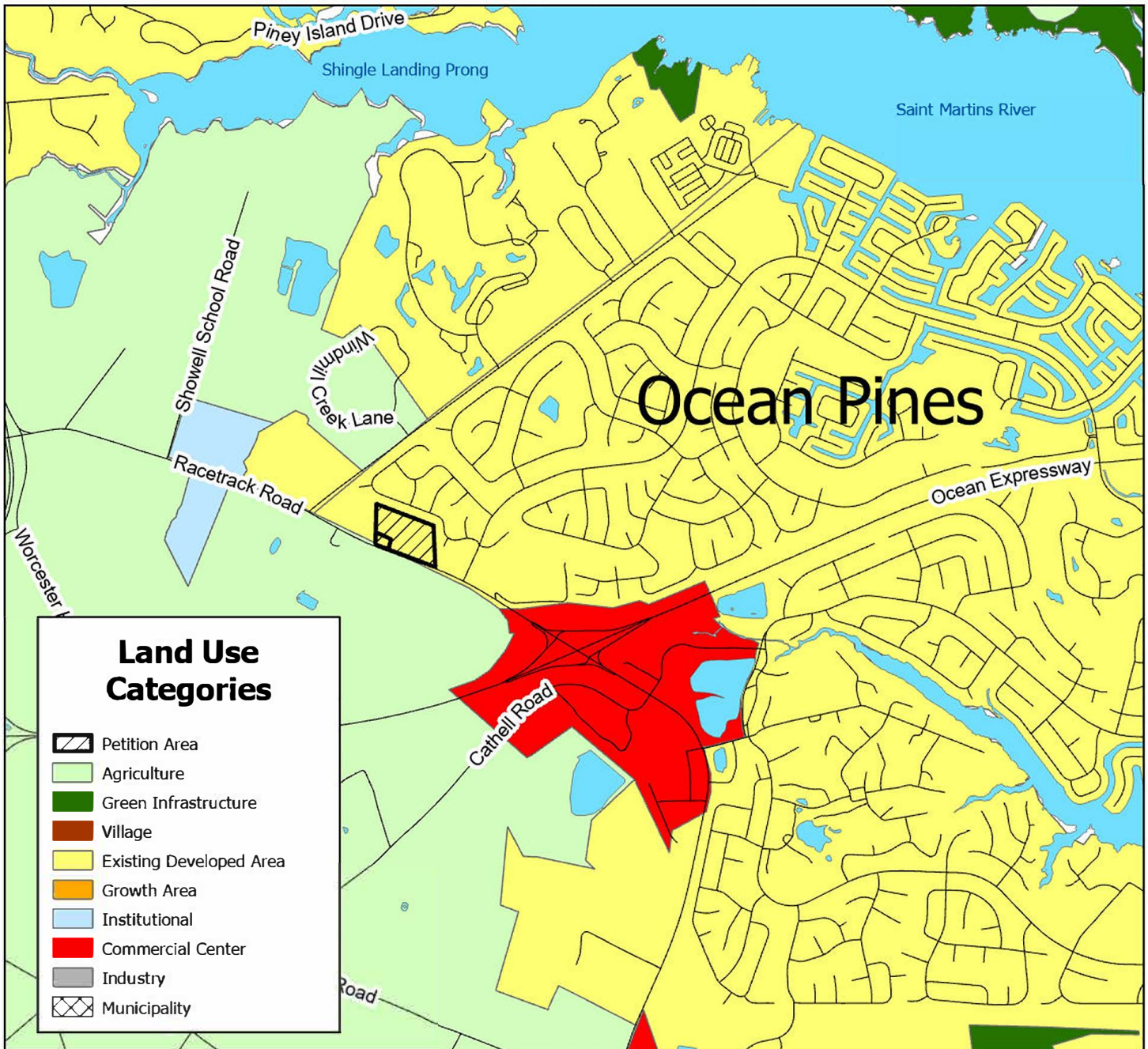
This map is intended for illustrative purposes and not for regulatory action.

WORCESTER COUNTY, MARYLAND



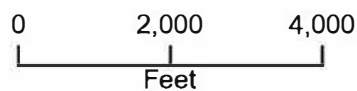
REZONING CASE NO. 453
R-2 Suburban District to R-3 General Residential District
Tax Map: 15, Parcel 130 & 191
SDAT Account ID No. 2403005259 & 2403004821

LAND USE MAP



DEPARTMENT OF DEVELOPMENT REVIEW & PERMITTING
Technical Services Division

Prepared: February 2026
Source: County GIS Layers, and
2006 Official Land Use Map



Prepared By: K.L.Henry
Reviewed By: J.K. Keener

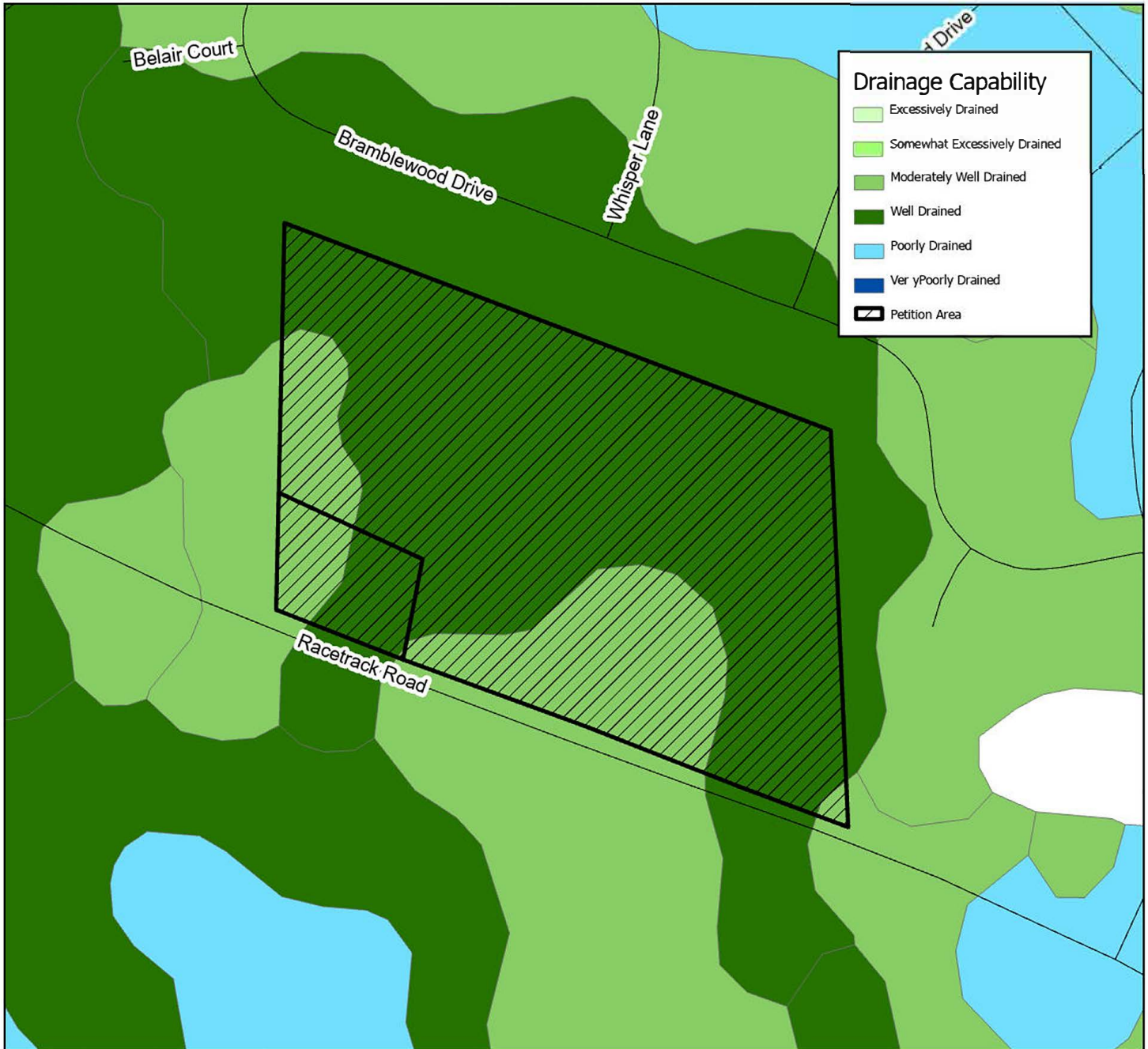
This map is intended for illustrative purposes and not for regulatory action.

WORCESTER COUNTY, MARYLAND



REZONING CASE NO. 453
R-2 Suburban District to R-3 General Residential District
Tax Map: 15, Parcel 130 & 191
SDAT Account ID No. 2403005259 & 2403004821

SOIL MAP



DEPARTMENT OF DEVELOPMENT REVIEW & PERMITTING
Technical Services Division

Prepared: February 2026
Source: County GIS Layers, and
2007 Soil Survey

0 250 500
Feet

Prepared By: K.L.Henry
Reviewed By: J.K. Keener

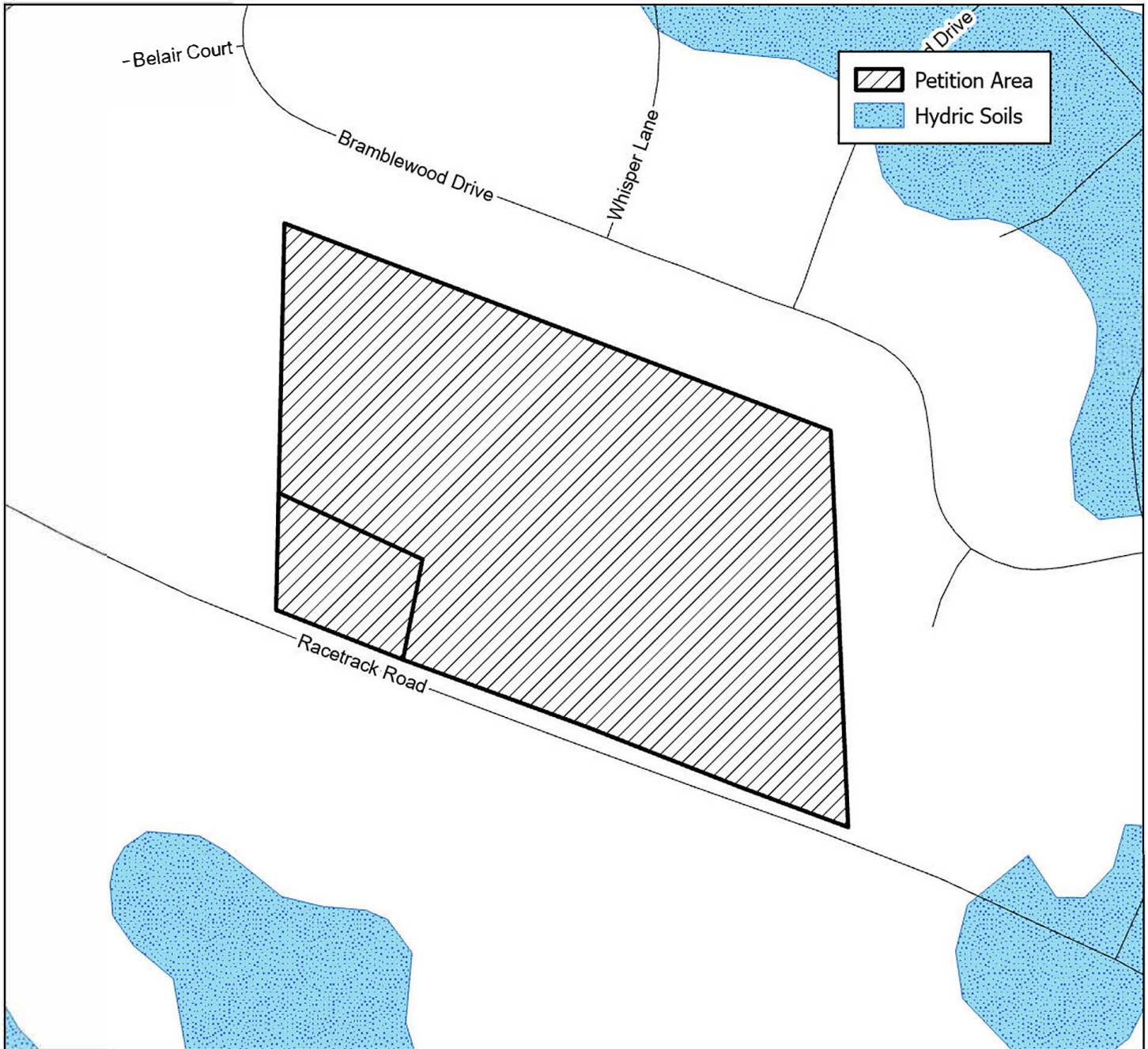
This map is intended for illustrative purposes and not for regulatory action.

WORCESTER COUNTY, MARYLAND



REZONING CASE NO. 453
R-2 Suburban District to R-3 General Residential District
Tax Map: 15, Parcel 130 & 191
SDAT Account ID No. 2403005259 & 2403004821

HYDRIC SOIL MAP



DEPARTMENT OF DEVELOPMENT REVIEW & PERMITTING
Technical Services Division

Prepared: February 2026
Source: County GIS Layers, and
2007 Soil Survey

0 250 500
Feet

Prepared By: K.L.Henry
Reviewed By: J.K. Keener

This map is intended for illustrative purposes and not for regulatory action.



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

APPLICATION FOR AMENDMENT OF THE OFFICIAL ZONING MAP

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

Rezoning Case No. 453

Date Received by Office of the County Commissioners _____

Date Received by Development Review and Permitting January 28, 2026

Date Reviewed by the Planning Commission May 7, 2026

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

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

II. Legal Description of Property

A. Tax Map/Zoning Map Number(s): 15
B. Parcel Number(s): 130 & 191
C. Lot Number(s), if applicable: _____
D. Tax District Number: 03

III. Physical Description of Property

- A. Located on Racetrack Road
- B. Consisting of a total of approximately 16 acres of land.
- C. Other descriptive physical features or characteristics necessary to accurately locate the petitioned area: _____
- D. Petitions for map amendments shall be accompanied by a plat drawn to scale showing property lines, the existing and proposed district boundaries and other such information as the Planning Commission may need in order to locate and plot the amendment on the Official Zoning Maps.

IV. Requested Change to Zoning Classification(s)

- A. Existing zoning classification(s): R-2, -Suburban Residential District
(name and zoning district)
- B. Acreage of zoning classification(s) in "A" above: approximately 16
- C. Requested zoning classification(s): R-3, General Residential District
(name and zoning district)
- D. Acreage of zoning classification(s) in "C" above: approximately 16

V. Reasons for Requested Change

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

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

VI. Filing Information and Required Signatures

A. Every application shall contain the following information:

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

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

Signature(s): 

Printed Name(s): Hugh Cropper IV

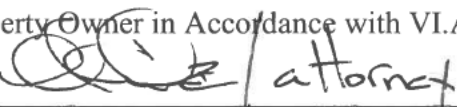
Mailing Address: 9927 Stephen Decatur Hwy, F-12, Ocean City, MD 21842

Phone Number:

Email:

Date:

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

Signature(s):  / attorney

Printed Name(s): Ocean Pines Plaza Partnership, Allan Rabineau, Steven Savage, Al Consorti, and Mary F. Vito and John F. Brennan, as Co-Trustees of the James B. Vito Revocable Trust dated August 11, 1999

Mailing Address: 401 E. Pratt Street, Ste. 2341, Baltimore, MD 21202

Phone Number:

Email:

Date:

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

Signature(s): 

Printed Name(s): Hugh Cropper IV

Mailing Address: 9927 Stephen Decatur Highway, F-12, Ocean City, MD 21842

Phone Number:

Email:

Date:

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

VII. General Information Relating to the Rezoning Process

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

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

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

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

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

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

REZONING FINDINGS OF FACT FORM

This is an application to rezone two contiguous parcels of land located on the northeast side of Maryland Route 589, north of its intersection with Maryland Route 90.

Ocean Pines Plaza Partnership is the owner of Worcester County Tax Map 15, Parcel 130, being approximately 13.324 acres, more or less. Allan Rabineau, Steven Savage, Al Consorti, and Mary F. Vito and John F. Brennan, as Co-Trustees of the James B. Vito Revocable Trust dated August 11 1999, as tenants in common, are the owners of Worcester County Tax Map 15, Parcel 191, which is contiguous on two sides to Parcel 130, and contains approximately 2 acres, more or less.

During the November 3, 2009 Comprehensive Rezoning, the properties were zoned R-2, Suburban Residential District. This is an application to rezone the properties to R-3, Multi-Family Residential District.

The adjacent properties to the south and east are also zoned R-2, Suburban Residential District, and the property to the north is zoned C-2, General Commercial District.

The properties are designated Existing Developed Area, or EDA, in the March 2006 Comprehensive Land Use Map. EDA's are areas designated for infill development, such as the proposed Multi-Family Residential District.

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

The primary basis for this rezoning is a substantial change in the character of the neighborhood since the last Comprehensive Rezoning on November 3, 2009. The changes to the character of the neighborhood demonstrate that the Multi-Family Residential zoning district is more appropriate for the petitioned area.

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

The applicants' definition of the neighborhood is shown on the rezoning exhibit attached hereto. Basically, it includes all the properties from US Route 50 on the east side of Maryland Route 589, including the commercial corridor along Maryland Route 589, north to Windmill Creek. Following Windmill Creek out to Shingle Landing Prong and following the St. Martin River, through Herring Creek up Turville Creek, and back to Route 50. The neighborhood includes all the residential subdivision of Ocean Pines, as well as the Casino and other related commercial and residential uses.

This is a modification of the definition of the neighborhood adopted in Rezoning Case No. 447. In fact, in Rezoning Case No. 447, the Planning Commission and the County Commissioners adopted the definition of the neighborhood in several prior rezonings, including Rezoning Case No. 392, and Rezoning Case No. 396. A copy of the Findings of Fact in Rezoning Case No. 447 are attached hereto.

This definition of the neighborhood is consistent with the Comprehensive Plan, which defines the community center as serving populations of 3,000 or more within about a 10 to 20 minute travel time (Comprehensive Plan, p. 17).

Changes in the character of the neighborhood since November 3, 2009:

Rezoning Case No. 447 represented a downzoning of approximately 22.86 acres from C-2, General Commercial District, to R-3, Multi-Family Residential District, and in that case, the Planning Commission and the County Commissioners recognized the need for affordable and work-force housing in this neighborhood. Other than the property subject to Rezoning Case No. 447, there is very little, if any, property with direct frontage on Maryland Route 589 that would provide work-force housing.

The property subject to Rezoning Case No. 447, and an additional 6.78 acres, were rezoned from A-1, Agricultural District, to C-2, General Commercial District, on September 4, 2012, in Rezoning Case No. 392. Lot 2, which is the Medical Campus of Atlantic General Hospital, being 6.78 acres, remains commercially zoned, with an intense commercial use.

The addition of the Atlantic General Hospital Medical Campus is definitely a change in the character of the neighborhood. There were substantial road improvements to Maryland Route 589, and the addition of a traffic signal.

Several applications were filed in Rezoning Case No. 415, Rezoning Case No. 402, Rezoning Case No. 399, Rezoning Case No. 401, and Rezoning Case No. 400, to rezone numerous parcels from E-1, Estate District to C-2, General Commercial District or, alternatively, C-1, Neighborhood Business District.

On April 3, 2018, the Worcester County Commissioners reviewed and approved the recommendation of the Planning Commission to initiate a sectional rezoning of these properties west of Maryland Route 589 and north of Grays Corner Road, which took in these properties, as well as other properties.

The Planning Commission discussed the potential sectional rezoning in a number of meetings including May 10, 2018, July 5, 2018, August 2, 2018, September 6, 2018, and October 4, 2018. After considerable discussion and investigation, the Worcester County Commissioners, by virtue of Resolution No. 19-2, on January 8, 2019, rezoned many of those parcels along Racetrack Road to C-2, General Commercial District.

In addition, those properties were upgraded to Commercial Center on the Land Use Map in the Worcester County Comprehensive Plan, so that they would be eligible for the provision of public water and wastewater services.

The Ocean Downs Casino was approved and constructed subsequent to the November 3, 2009 Comprehensive Rezoning. The issue of the Ocean Downs Casino as a change in the character of the neighborhood was discussed in Rezoning Case No. 392, which was ultimately appealed to

the Circuit Court for Worcester County, and the Court of Special Appeals for Maryland. In a written Opinion, the Appellate Court confirmed the casino as a change to the character of the neighborhood, as that neighborhood was defined in Rezoning Case No. 392.

As additional change, the Casino Entertainment District was established on November 20, 2020, by virtue of Bill 20-7, which added Section 1-352, Casino Entertainment District, to the Worcester County Code.

The Casino Entertainment District, or CED, is permitted in the A-2, Agricultural District upon review and approval by the Planning Commission. The minimum required lot area for a CED is 50 acres.

The Ocean Downs Casino, located south of the petitioned area, is 160 acres, and qualifies for a CED.

Among other things, the following uses and structures may be permitted in a CED: fairgrounds and commercial racetracks, gaming facilities and casinos, parking garage, restaurants, bars, nightclubs, banquet halls, a single motel or hotel, not to exceed 150 guest rooms, retail or service establishments, stadiums or arenas for outdoor entertainment, theaters, including moving and/or performing arts, health clubs, and fitness centers, places of assembly for exhibitions, and other public commercial, cultural, social and recreational areas.

This is essentially a commercial zoning district, which is directly applicable to 160 acres in the same neighborhood as the petitioned area.

By virtue of an Amendment to the Comprehensive Water and Sewerage Plan, and a Service Area Expansion, the Ocean Downs Casino decommissioned its on-site drainfield, and connected to the Ocean Pines Sanitary Service Area. In fact, the transmission line or pipe has been installed under Turville Creek, to a pumping station on the Ocean Downs Casino property.

Crabs To Go has already connected to the Ocean Pines Sanitary Service Area by virtue of this pumping station, which represents a definite change to the character of the neighborhood.

The development of the Ocean Downs Casino, and accessory uses, necessitated numerous traffic upgrades to Maryland Route 589, including the installation of a new traffic signal at McAllister Road.

In Rezoning Case No. 396, referenced previously, on March 15, 2016, the Worcester County Commissioners rezoned approximately 11.5 acres from A-1, Agricultural District, to C-2, General Commercial District.

Immediately east, or behind that property, the Triple Crown Estates, a Residential Planned Community was approved, which required sewer service from Ocean Pines, as well as Growth Allocation in the Atlantic Coastal Bays Critical Areas.

There have been numerous Water and Sewerage Plan Amendments, and Service Area Expansions, throughout the neighborhood, which have accommodate the growth referenced in this section.

In addition, there has been a general increase in commercial activity in the neighborhood, and a need for affordable housing. The Comprehensive Plan encourages affordable housing near employment centers, which will relieve traffic and congestion. The subject properties are perfectly suited for infill development.

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

1. Relating to population change:

There has been a general increase in population in the neighborhood. Perhaps more importantly, as contemplated by the draft Comprehensive Plan currently under consideration, there has been a much greater need for affordable housing, or work-force housing, near employment centers.

2. Relating to the availability of public facilities:

The subject property has directly frontage on Maryland Route 589, and it is adjacent to the developed area of the Ocean Pines Subdivision. All necessary public facilities are available.

3. Relating to present and future transportation patterns:

The subject property has direct frontage on Maryland Route 589. It abuts commercial zoning to the north. Although the proposed rezoning to Multi-Family Residential District will allow some increase in density, given the size of the property, this will not have a substantial impact on Maryland Route 589. The property is located a considerable distance north of the north and south gates to Ocean Pines, where the majority of the congestion is located, so stacking and other traffic congestion should not be an issue with this rezoning.

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

Relating to compatibility with existing development, the property is surrounded by suburban residential zoning and uses, commercial zoning and uses, and agricultural zoning. It abuts the Ocean Pines Subdivision, as well as commercial property.

With respect to existing environmental conditions, the vast majority of the property is uplands, and at the hearing before the Planning Commission, the applicant will produce testimony with respect to the location of wetlands on the property.

Relating to compatibility with the Comprehensive Plan:

The property is designated EDA by virtue of the March 7, 2006 Land Use Map associated with the Comprehensive Plan.

EDA's identify "existing residential and other concentrations of developed and unincorporated areas" and provide for the current development character to be maintained.

EDA's should be used for infill growth; density, height, bulk and site design should be consistent with the character of the community. In this case, the EDA abuts Ocean Pines, an established residential community. (Comprehensive Plan, pages 13-14).

For those reasons stated in Rezoning Case No. 447 Findings of Fact, the applicant asserts that the reclassification is consistent with the Comprehensive Plan and in keeping with its goals and objectives.

Conclusion:

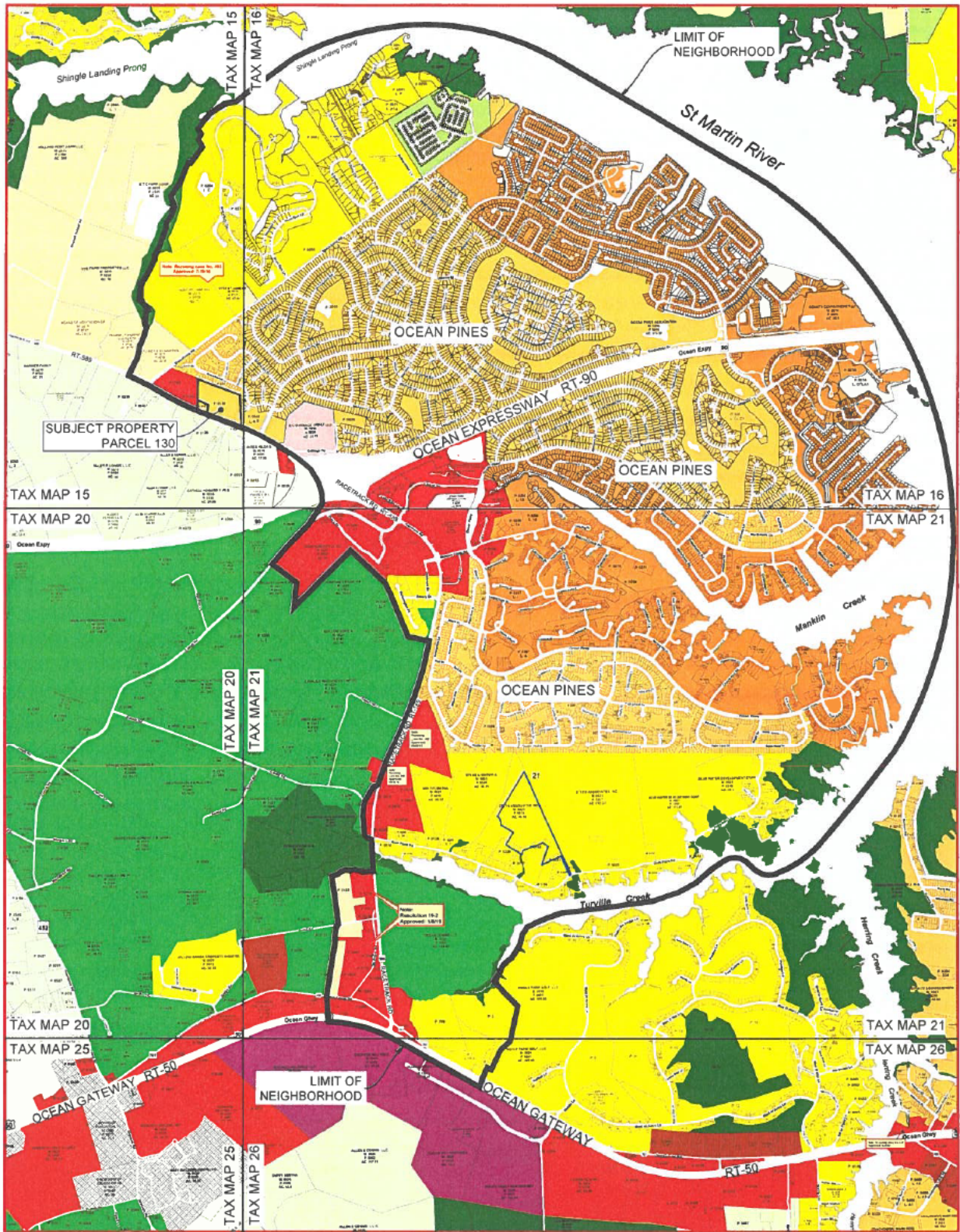
The properties are currently zoned R-2, Suburban Residential District. The proposed rezoning to R-3, Multi-Family Residential District will provide the property owner with more flexibility for the design, and the ability to provide affordable and work-force housing. Under either zoning, the development of the property will undergo the Residential Planned Community review, which will be further review by the Planning Commission, and further review by the County Commissioners at an advertised public hearing.

The Comprehensive Plan recognizes the need for work-force housing in this area; the property is designated EDA suitable for infill development; and, the property has direct frontage on Maryland Route 589, and already abuts commercial zoning and commercial uses.

Respectfully submitted,



Hugh Cropper IV, Attorney for Property Owner



SITE DATA

PARCEL DESCRIPTION

TAX MAP 15
PARCEL 130
WORCESTER COUNTY, MARYLAND

PROPERTY OWNER

ALLAN B RABINEAU
401 EAST PRATT ST. STE 2341
BALTIMORE, MD 21202-3030

SITE AREA

PARCEL 130 13.324 AC

RE-ZONING EXHIBIT

TAX MAP 15, PARCEL 130

WORCESTER COUNTY, MARYLAND



VISTA
DESIGN INC.



This map was prepared and published by Vista Design, Inc. (VISTA) for the purpose of providing a visual representation of the proposed rezoning. It is not intended to be a legal document and should not be used for legal purposes. The map is based on the best available information and is subject to change without notice. The map is not a guarantee of any kind and is not intended to be a legal document. The map is not a guarantee of any kind and is not intended to be a legal document.

Source: Worcester County Commissioners; UPDATED: Resolution

Nos. 12-01, 16-01 and 19-02, effective 9/6/12, 3/15/16 and 1/8/19, respectively.

per: 4/10/2019, 1/1/20

12/14/2019, 1/1/20, 1/1/20, 1/1/20, 1/1/20

12/14/2019, 1/1/20, 1/1/20, 1/1/20, 1/1/20

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

FINDINGS OF FACT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

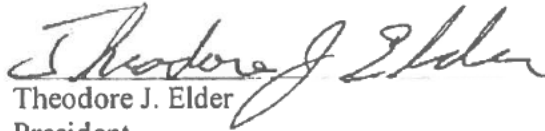
1. Install 6' tall vinyl fence as illustrated on Fence Exhibit rendering, with the homeowners or condominium association responsible for maintenance in perpetuity;
2. The recorded Forest Conservation Area, as illustrated on the plat (SRB Liber 250 Folio 40) shall not be removed or modified; and
3. There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

Adopted as of August 5, 2025. Reduced to writing and signed August 19, 2025.

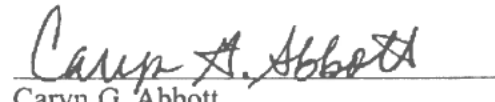
Attest:

Worcester County Commissioners


Weston S. Young
Chief Administrative Officer

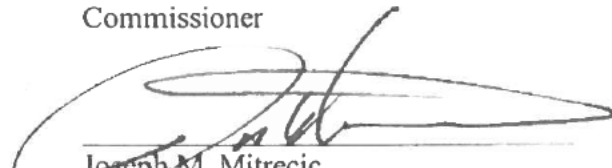

Theodore J. Elder
President

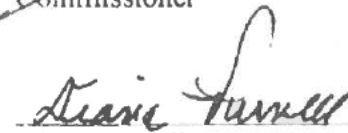

Eric J. Fiori
Vice President


Caryn G. Abbott
Commissioner


Anthony W. Bertino, Jr.
Commissioner


Madison J. Bunting, Jr.
Commissioner


Joseph M. Mitrecic
Commissioner


Diana Purnell
Commissioner