



COMMISSIONERS
THEODORE J. ELDER, PRESIDENT
ERIC J. FIORI, VICE PRESIDENT
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JOSEPH M. MITRECIC
DIANA PURNELL

OFFICE OF THE
COUNTY COMMISSIONERS

Worcester County

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

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

PROCLAMATION

WHEREAS, each February, the government center displays replicas of permanent panels installed at locations spotlighting African American people and places that shaped the County. One such panel stands at 101 South Division St. in Ocean City at the Henry Hotel whose owners, employees, and customers endured segregation and injustice; and

WHEREAS, we are honored to be joined today by the Bonner family, owners of the Henry Hotel, and board members, who are undertaking a project to restore the three-story hotel to its former glory. This prominent, 1916 structure housed the resort industry's workforce: housekeepers, porters, maintenance workers, and kitchen staff. They were the backbone of Ocean City during its formative years. Yet they were barred from sleeping in the resort hotels where they worked, and as late as the mid-20th Century, they were only permitted on the beach on Colored Excursion Days, after the main summer season had ended. The Henry Hotel is an indelible component in the recounting of Worcester County's storied history, a history that gives voice to the strength of those in the black community to triumph over adversity.

NOW, THEREFORE, we the County Commissioners of Worcester County, Maryland, do hereby proclaim February as **Black History Month** in Worcester County and urge all to visit henryhotel.org to learn more about this landmark hotel and how to support the project to restore this historic structure.

Executed under the Seal of the County of Worcester, State of Maryland, this 18th day of February, in the Year of Our Lord Two Thousand and Twenty-Five.



Theodore J. Elder, President

Eric J. Fiori, Vice President

Anthony W. Bertino, Jr.

Madison J. Bunting, Jr.

Caryn G. Abbott

Joseph M. Mitrecic

Diana Purnell

Citizens and Government Working Together



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COUNTY ATTORNEY

COMMENDATION

WHEREAS, Jean Lynch has contributed 14 years of dedicated service to the Worcester County Jail where she began her career on June 13, 2011; and

WHEREAS, Ms. Lynch's expertise and experience as a registered nurse have been instrumental in the overall management of the Worcester County Jail, where she provided medical evaluation and care to the inmate population, including screening, treatment of minor injuries, and referral to the staff physician for serious illness.

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

Executed under the Seal of the County of Worcester, State of Maryland, this 18th day of February, in the Year of Our Lord Two Thousand and Twenty-Five.



Theodore J. Elder, President

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Anthony W. Bertino, Jr.

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Diana Purnell

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The Circuit Court for Worcester County
First Judicial Circuit of Maryland

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

Date: February 13, 2025

To: Weston Young, Chief Administrative Officer
Worcester County Commissioners

From: Ilene Muhlberg, Circuit Court Administrator

Re: Courthouse Security Grant

We respectfully request approval of the attached modified Memorandum of Understanding for security goods and services by and between the Maryland Judiciary Administrative Office of the Courts (AOC) and the Worcester County Commissioners for the Courthouse Security Grant.

The Circuit Court for Worcester County was awarded funding from AOC in the amount \$26,825.73 to install additional cameras in several areas of the Courthouse. Since the award of the grant from AOC, Worcester County has undertaken an RFP process to replace the entire County-wide camera system, including the Courthouse. The Court agreed to delay the purchase and installation of any new cameras to accommodate the RFP process. Therefore, the funding for the camera system in the Courthouse needed to be reallocated.

The Sheriff's Department requested, and the Administrative Office of the Courts has approved reallocation of \$12,657.97 of the original \$26,825.73 or additional access control in areas of the Courthouse, including installation of an additional door with badge access in a restricted area.

Thank you for your consideration.

c: Administrative Judge Brian D. Shockley
Sheriff Matthew Crisafulli

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

E25-0081-25K

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

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

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

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

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

ARTICLE I – SCOPE OF WORK

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

ARTICLE II – COMPENSATION AND METHOD OF PAYMENT

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

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

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

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

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

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

ARTICLE III – TERM

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

ARTICLE IV – MODIFICATIONS

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

ARTICLE V – GENERAL CONDITIONS

General Conditions are not attached hereto and incorporated herein.

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

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

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

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

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

ARTICLE VI – REPRESENTATIVES

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

For the AOC: Department of Procurement, Contract & Grant Administration

Name and Title: Whitney S. Williams, Director

Phone: 410-260-1581 Email: whitney.williams@mdcourts.gov

For Worcester County, Maryland: Board of County Commissioners

Name and Title: Theodore J. Elder, President

Phone: 443-783-4265 Email: telder@co.worcester.md.us

ARTICLE VII – KEY PERSONNEL, if applicable

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

Name/Title: Ilene Muhlberg, Court Administrator

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

ARTICLE VIII – ENTIRE AGREEMENT

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

ARTICLE IX – SIGNATURES

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

For Worcester County, Maryland:

_____ Date	_____ Theodore J. Elder President, Board of County Commissioners One W. Market Street Snow Hill, MD 21863
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For the Circuit Court for Worcester County:

_____ Date	_____ Hon. Brian D. Shockley Administrative Judge
---------------	---

_____ Date	_____ Ilene Muhlberg Court Administrator
---------------	--

For the Administrative Office of the Courts:

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

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

_____ Stephane J. Latour Managing Legal Counsel

Courthouse Security Items Request FY2025

MOU Partner: Worcester County, Maryland

Court: Circuit Court for Worcester County

Court Address: 1 West Market Street

Snow Hill, Maryland 21863

Please complete the following:

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

ITEM 2

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

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


ITEM 2

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

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

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

- Form must be signed and dated:

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

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



NIJ-0602.02
COMPLIANT

PD240

WIDE SEARCH AREA HAND HELD METAL DETECTION SET

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



GSA Contract Holder

www.ceia-usa.com



THREAT DETECTION THROUGH ELECTROMAGNETICS

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

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

ADVANTAGES & BENEFITS

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



ELEGANT, ROBUST AND ERGONOMIC

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

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

ADVANCED CONTROL PANEL

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

FULLY PROGRAMMABLE SIGNALING

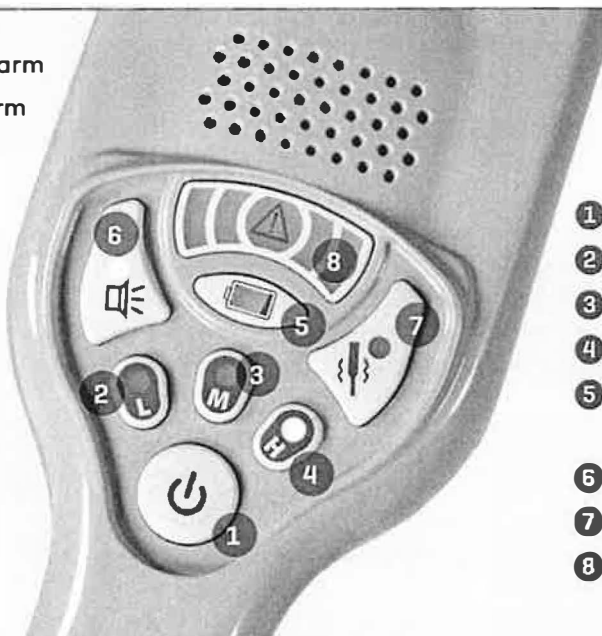
- Proportional/Fixed, High Loudness **Acoustic Alarm**
- Proportional/Fixed, High Brightness **Optical Alarm**
- **Vibration Alarm** for Discrete Screening



Optical indication proportional to the metal signal strength [Low, Medium, High].



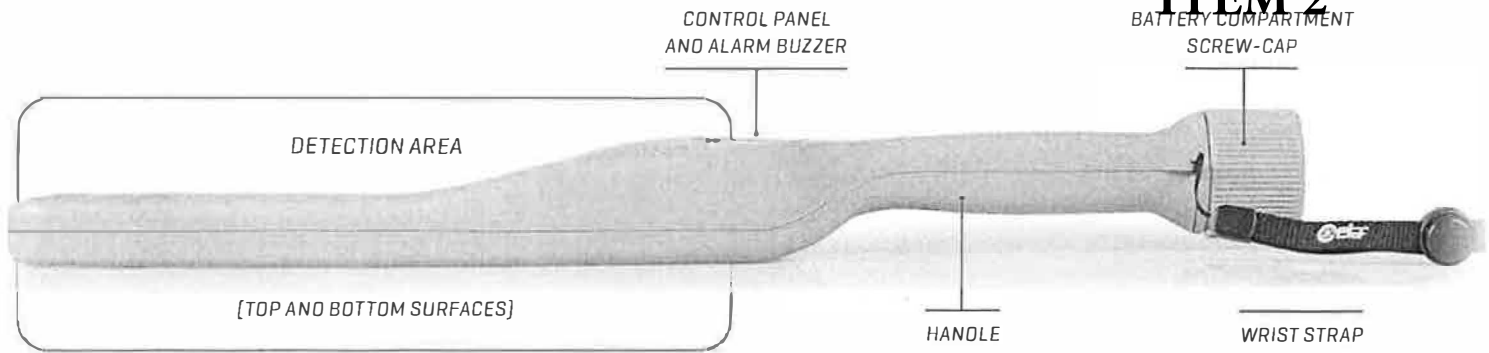
Optical indication proportional to the radioactive substance signal strength.



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

ITEM 2

BATTERY COMPARTMENT
SCREW-CAP



NIJ STANDARD 0602.02 COMPLIANT

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

EXTENDED CONTINUOUS OPERATION TIME

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

FULL DIGITAL DESIGN

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

SOPHISTICATED COMMUNICATION CAPABILITIES

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

HIGH IMMUNITY TO FLOOR REBARS

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



ACCESSORIES

CARRY BAG

[part# 64081]

The carry bag does not include parts inside



BELT HOLSTER

[part# 64614]



NIJ 0602.02 TEST PIECES KIT

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

[part# NIJ-HHMD-0602.02]



HHMD CONFIGURATION TOOL

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

[part# 63537]



CIGARETTE LIGHTER CABLE FOR BATTERY CHARGER

[part# 64436]



HHDS-5**FIVE HAND HELD METAL DETECTOR DOCKING STATION****FEATURES**

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

APPLICATIONS

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

**ORDERING CODE****HHDS-5****EQUIPMENT INFORMATION**

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

SHIPPING INFORMATION

- Dimensions [WxDxH]: 28" x 14" x 4.5"
- Weight: 7.3 lbs

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



SPECIFICATIONS

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

ITEM 2



ORDERING CODE

PD240-SET

SHIPPING INFORMATION

- Dimensions (WxDxH): 17.7" x 12.8" x 4.5"
 - Weight: 4.85 lbs
- 1 PD240 Hand Held Metal Detector (batteries included)
 - 2 HHDS Docking station
 - 3 Coupling pins for side-by-side docking station placement
 - 4 NIJ compliant Calibration Test Piece
 - 5 Universal AC adapter (100-240 Vac, 50-60Hz, 6W)
 - 6 US, EU, UK, JP plugs adapter
 - 7 Wrist strap
 - 8 Instruction manual
 - 9 Quick Reference Guide



CEIA USA Ltd - 6336 Hudson Crossing Parkway, Hudson OH 44236

P 330-405 3190 • F 330-405 3196 • E security@ceia-usa.com • CALL (833) 224-2342 (CEIA)

www.ceia-usa.com

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



Point Security, Inc

336-357-3417

PO Box 100

Linwood, NC 27299

ITEM 2 Estimate

Date	Estimate #
11/14/2024	24-4052

Customer:

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

Bid Number	Job	Terms	Decision Date	FOB	REP
		Net 30	12/14/2024	Destination	Sean
Item	Description	Quantity	Amount	Total	
CEIAPD240-SET	PD240, CEIA Digital Hand-Held Metal Detector - Fully Compliant with NIJ-0602.02 - 240mm Detection Width - Indoor / Outdoor - Optical / Acoustical / Vibrating Alarm Signaling - Wrist Lace - Reference Test Object - Rechargeable with Charger	5.00	349.00	1,745.00	
CEIA-HHDS-5	HHDS-5 - Five Hand Held Metal Detector docking station base	1.00	467.00	467.00	
Freight-Billed To C...	Freight, Shipping and Handling	1.00	50.00	50.00	
Thank you for considering Point Security.				Total	\$2,262.00



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

ITEM 2

Proposal

Client Information

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

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

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

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



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

ITEM 2

Proposal

Client Information

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

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

ABSOLUTE SECURITY GROUP, INC.

SUBSCRIBER:

SECURITY CONSULTANT

ACCEPTED BY

TITLE

EMAIL

DATE

DATE

PRIMARY PHONE

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

VA: __-____ MD: _____ DE: _____

ABSOLUTE SECURITY GROUP CORPORATE APPROVAL:

Please print name here

Please sign name here

Date Approved

ITEM 2

Estimate

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

Date	Estimate #
11/15/2024	4415

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

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

		P.O. NO.	Job Location
			Worcester County Ci...
Description	Qty	Cost	TOTAL
Service Charge		125.00	125.00
HES, Dual Voltage 12/24 DC Electric Strike Kit, Fail Secure/Safe Selectable, Satin Stainless Finish	1	275.00	275.00T
Donjo, Wraparound Plate, 2-3/4BS, 1-3/4 Door, 9", Stainless Finish	1	43.00	43.00T
Corbin Russwin Grade 2 Storeroom Knob, 6-pin Cylinder, 59C1 Cylinder, Satin Stainless Finish	1	322.20	322.20T
Rekey Cylinder To Existing Master System	1	35.00	35.00
Labor To Install Electric Strike & Storeroom Function Knob For The Basement Door		175.00	175.00
		Subtotal	\$975.20
(Please Sign & Date)		Sales Tax (0.00)	\$0.00

Approved By: _____

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

TOTAL	\$975.20
--------------	----------



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

\$219.99

In Stock
Shipped from: [Best Buy](#)
FREE delivery **Nov 22 - Dec 3**
Size: 55-inch

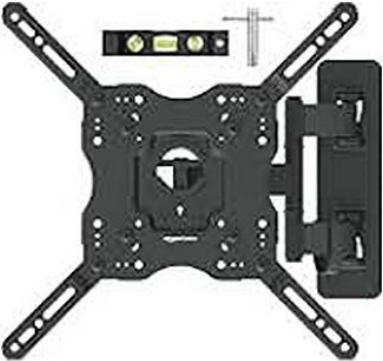
Best Price on Amazon

Qty: 2

Delete

Save for later

Share



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

\$20.64

Price ~~\$26.89~~

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

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

Best Price on Amazon

[Curated Catalog Price](#)

Qty: 2

Delete

Save for later

Share

Subtotal (4 items): \$481.26
2 - 21



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

Only 11 left in stock - order soon.

✓prime

FREE delivery Tue, Nov 19

FREE Returns

Color: LD666-4P

Qty: 1

Delete

Save for later

Share

\$119.99

Best Price on Amazon

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

Subtotal (1 item): \$119.99
2 - 22



**Absolute
Security**
Group, Inc.

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

ITEM 2

Proposal

Client Information

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

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

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

Sub Total **\$509.94**

Total This Proposal **\$509.94**



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

ITEM 2

Proposal

Client Information

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

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

ABSOLUTE SECURITY GROUP, INC.

SUBSCRIBER:

SECURITY CONSULTANT

ACCEPTED BY

TITLE

EMAIL

DATE

DATE

PRIMARY PHONE

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

VA: ____ MD: ____ DE: ____

ABSOLUTE SECURITY GROUP CORPORATE APPROVAL:

Please print name here

Please sign name here

Date Approved

Exhibit B

Security Funding Acknowledgement Form

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

Administrative Judge:_____
SIGNATURE_____
DATE_____
LAST NAME_____
FIRST NAME_____
M.I.

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

Clerk of Court:_____
SIGNATURE_____
DATE_____
LAST NAME_____
FIRST NAME_____
M.I.

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

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

County Authorized Official:_____
SIGNATURE_____
TITLE_____
LAST NAME_____
FIRST NAME_____
M.I._____
DATE



EMERGENCY SERVICES

Worcester County

GOVERNMENT CENTER

ONE WEST MARKET STREET, ROOM 1002

SNOW HILL, MARYLAND 21863-1193

TEL: 410.632.1311 FAX: 410.632.4686

MEMORANDUM

TO: Weston Young, P.E. Chief Administrative Officer
Candace Savage, CGFM Deputy Chief Administrative Officer
FROM: Matt Owens, Fire Marshal, Director of Emergency Services
DATE: February 3, 2025
RE: 2024 Emergency Management Performance Grant

The Department of Emergency Services is requesting a signature to proceed with the 2024 Emergency Management Performance grant in the amount of \$68,542.18. This is a yearly grant received from Homeland Security. These funds pay for approved Homeland Security Emergency Management projects and equipment. If the commissioners determine they want to use this grant for other purposes, we must ensure it is toward an approved grant guidance expenditure.

Please let me know if you have any questions.

Thanks,

Matt



2024 Sub-Recipient Agreement

for

County Commissioners of Worcester County, Maryland

Date of Award

10/10/2024

1. Sub-Recipient Name and Address		2. Prepared by: Majette , Ashley	3. MEMAGMS Award Number: 24-SR 8861-01
County Commissioners of Worcester County, Maryland		4. Federal Grant Information	
		Federal Grant Title:	Emergency Management Performance Grant
		Federal Grant Award Number/CFDA Number:	EMP-2024-EP-05000 / 97.042
		Federal Granting Agency:	U.S. Department of Homeland Security
5. Award Amount			
Total Award Amount \$68,542.18 100% Match Required	2024 Emergency Management Performance Grant Performance Period: FROM Oct 1, 2023 – May 31, 2026		
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. 90448) (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: 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 :
13. DUE DATE: 11/24/2024 Signed award must be returned to the SAA on or before the above due date.			



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

MEMORANDUM

TO: Worcester County Commissioners
CC: Weston Young CAO; Candace Savage, Deputy CAO
FROM: Melanie Pursel, Director, Office of Tourism and Economic Development
DATE: February 6, 2025
RE: Workforce Development – Out of State Conference

Dear Commissioners,

I respectfully request approval for our Business Development Specialist to attend the Main Street America Now Conference in Philadelphia, Pennsylvania, from April 7 to April 9, 2025. This national event brings together local leaders and experts for three days of educational sessions, immersive workshops, and networking opportunities, all focused on strengthening communities through preservation-based economic development.

Hosted by Main Street America, a recognized leader in community revitalization, the conference offers time-tested strategies and innovative approaches that address challenges impacting downtowns and commercial corridors. Attending will provide valuable insights and practical tools to support Worcester County's growth and economic development efforts.

I would appreciate your approval of this travel request and the opportunity to bring back valuable knowledge and connections to benefit our community. Funding for this training is covered under our approved travel/training budget.

Thank you for your consideration.

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

A handwritten signature in black ink, appearing to read "Melanie Pursel".

TO: Candace Savage
 FROM: Melanie Pursel
 DATE: February 13, 2025
 RE: Out of State Travel Request

Out of State Travel Request

<u>Economic Development</u>	<u>1</u>	<u>100.1801.7000.100</u>
Department	# of Attendees	GL Account Code
<u>Philadelphia, PA</u>	<u>4/6/2025</u>	<u>4/8/2025</u>
Destination	Depart	Return

Purpose of Travel:

National Main Street America Conference- This national event brings together local leaders and experts for three days of educational sessions, immersive workshops, and networking opportunities, all focused on strengthening communities through preservation-based economic development.

Estimated Costs:	Airfare	<u> </u>
	Lodging	<u>\$1,536</u>
	Meals	<u>\$60</u>
	Registration Fees	<u>\$755</u>
	Car Rental	<u> </u>
	Other Transportation	<u> </u>
	Other	<u> </u>
	Total	<u>\$2,351</u>



DEPARTMENT OF
DEVELOPMENT REVIEW AND PERMITTING

Worcester County

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

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

ZONING DIVISION
BUILDING DIVISION
DATA RESEARCH DIVISION

ADMINISTRATIVE DIVISION
CUSTOMER SERVICE DIVISION
TECHNICAL SERVICES DIVISION

MEMORANDUM

TO: Weston S. Young, Chief Administrative Officer
FROM: Jennifer K. Keener, AICP, Director
DATE: February 7, 2025
RE: Request to Schedule Public Hearing – Crepe Myrtle Court Residential Planned Community (RPC) Step I

At this time, I am requesting that the County Commissioners schedule a public hearing for the establishment of a floating zone associated with the proposed Crepe Myrtle Court Residential Planned Community. A draft of the public hearing notice is attached.

The application seeks to establish a residential planned community (RPC) floating zone on the property known as Crepe Myrtle Court (formerly Shady Side Village), located on the southerly side of MD Route 707 (Old Bridge Road), west of Greenridge Lane, Tax Map 26, Parcel 157. The proposed RPC consists of 24 duplex units and one single-family dwelling. It was reviewed by the Planning Commission at its meeting on Thursday, February 6, 2025, and given a favorable recommendation subject to certain conditions. The Findings of Fact and Recommendation of the Planning Commission are being prepared; however, a copy of the site plan sheet is attached for your consideration.

As always, I will be available to discuss this matter with you and the County Commissioners at your convenience.

Attachment

cc: Kristen Tremblay, AICP, Zoning Administrator

NOTICE OF PUBLIC HEARING
FOR
ESTABLISHMENT OF A
RESIDENTIAL PLANNED COMMUNITY (RPC)

CREPE MYRTLE COURT RPC
SOUTHERLY SIDE OF MD ROUTE 707
WEST OF GREENRIDGE LANE

TENTH TAX DISTRICT
WORCESTER COUNTY, MARYLAND

Pursuant to Sections 1-114 and 1-315 of the Worcester County Zoning Ordinance, an application has been filed with the Worcester County Commissioners by Keith Iott on behalf of Kathleen Clark to establish a Residential Planned Community (RPC) on property located on the southerly side of MD Route 707 (Old Bridge Road), west of Greenridge Lane. Located in the Tenth Tax District of Worcester County, Maryland, the property is designated on Tax Map 26 as Parcel 157. The Worcester County Planning Commission has reviewed the Crepe Myrtle Court Residential Planned Community application at its meeting of February 6, 2025, and granted a favorable recommendation to the Worcester County Commissioners that the Residential Planned Community floating zone be established subject to certain conditions.

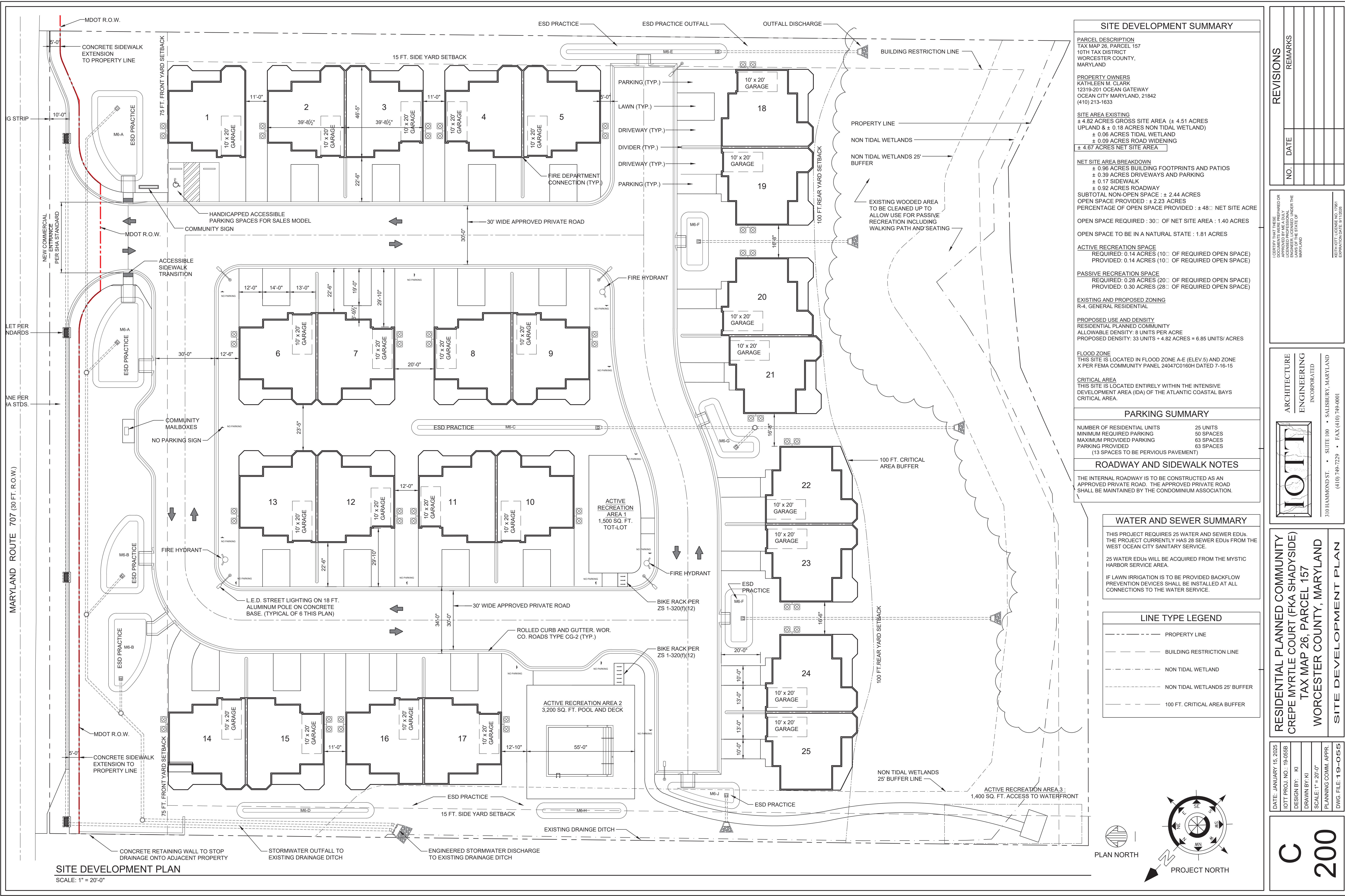
Pursuant to Sections 1-114 and 1-315 of the Worcester County Zoning Ordinance, the County Commissioners will hold a

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

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

A map of the proposed area, the staff file on the Residential Planned Community application and the Planning Commission's file, which will be entered into record at the public hearing, are on file and available for inspection at the Department of Development, Review and Permitting, Government Center - Room 1201 (2nd Floor), One West Market Street, Snow Hill, Maryland 21863 between the hours of 8:00A.M. and 4:30 P.M., Monday through Friday (except holidays). Interested parties may also call (410) 632-1200.

THE WORCESTER COUNTY COMMISSIONERS

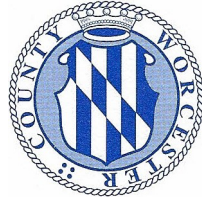


RESIDENTIAL PLANNED COMMUNITY
CREPE MYRTLE COURT (FKA SHADYSIDE)
TAX MAP 26, PARCEL 157
WORCESTER COUNTY, MARYLAND
SITE DEVELOPMENT PLAN

DATE: JANUARY 15, 2025
IOTT PROJ. NO.: 19-055B
DESIGN BY: KI
DRAWN BY: KI
SCALE: 1" = 20'-0"
PLANNING COMM. APPR.
DWG. FILE: 19-055

C 200

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



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

DALLAS BAKER JR., P.E.
 DIRECTOR

CHRISTOPHER CLASING, P.E.
 DEPUTY DIRECTOR

TO: Weston Young P.E., Chief Administrative Officer
 Candace Savage, CGFM, Deputy Chief Administration Officer
FROM: Dallas Baker Jr., P.E., Director *Dallas Baker Jr*
DATE: February 10, 2025
SUBJECT: Ground Water Monitoring Services at Central Site Landfill

Attached for Commissioner review and approval is a proposal from EA Engineering for groundwater monitoring and analytical services at the Central Site Landfill for calendar years 2025 & 2026. The proposed lump sum of these services is \$229,200.00. Funds are available to cover the cost of the proposal in the Solid Waste Landfill account 680.7002.6530.040. MDE requires groundwater monitoring at the landfill as part of our Refuse Disposal Permit. Failure to perform the monitoring will put us out of compliance with our permit and may result in fines from the State until we return to compliance. In addition, MDE now requires PFAS sampling at the groundwater monitoring well, the new agreement reflects the additional cost for the new testing.

EA has served as the County's Solid Waste consultant since the mid 80's and are extensively familiar with our facilities and permit requirements. While professional services, such as this, are not required to be competitively bid, in the past EA's bid came in substantially lower than competitors for the same work. In addition, the lab performing the analysis has agreed to hold their cost per sample price steady at the previous two-year rate.

Please let me know if there are any questions.

CC: Chris Clasing, P.E. – Deputy Director
 David Candy – Solid Waste Superintendent



11200 Racetrack Road, Unit 101A
Berlin, MD, 21811
Telephone: 410-641-5341
www.eaest.com

February 7, 2025
Proposal No. 0791712A

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

Re: Proposal for Groundwater Monitoring and Analytical Services at the Central Landfill Facility - Calendar Year 2025-2026

Dear Mr. Baker:

EA Engineering, Science, and Technology, Inc., PBC (EA) is once again pleased to submit this proposal to the Worcester County Department of Public Works for sampling and reporting of groundwater, surface water, and leachate at the Central Landfill Facility (CLF) located in Worcester County. The work described under this proposal will be performed in accordance with the same terms and conditions as our previous work with Worcester County. The work under this contract will be performed over a one-and-a-half-year period, consisting of three semi-annual monitoring events, aligned with the County's Fiscal Year calendar. All work will be completed by June 2026.

The scope of services for the ongoing groundwater monitoring and statistical analysis (Task 1) and reporting (Task 2) covered by this proposal includes: sampling of the required 33 on-site wells, two potable wells, two surface water locations, and five leachate collection points on both an Annual and Semi-Annual basis for a period of 1.5 years at the Central Landfill Facility as described in Attachment A. The required sampling and reporting will be performed in accordance with the attached Scope of Work (Attachment A) established by the County and the existing Central Landfill Groundwater and Surface Water Monitoring Plan prepared by EA, July 2023. EA will perform the sampling events utilizing low-flow sampling techniques for the entire site. The groundwater monitoring, analysis, and reporting for these wells and surface water bodies has been required by the Maryland Department of the Environment (MDE) for maintaining compliance with the MDE's regulations for solid waste landfill operations under the overall groundwater monitoring program for the CLF. EA assumes the County will continue to support EA's sampling staff through the use of the County's portable power generator and an ATV operated by County staff to transport the generator between wells.

This proposal also includes PFAS sampling and monitoring beginning from Fall 2025 per MDE's letter dated 2 January 2024. On behalf of the County, EA requested for an extension to conduct the PFAS sampling. MDE approved the request in a letter dated 14 August 2024. EA will begin sampling groundwater wells for PFAS from the Fall 2025 event. This proposal includes two semi-annual PFAS sampling events (Fall 2025 and Spring 2026). On behalf of Worcester County, EA will utilize the analytical laboratory services of Maryland Spectral Services, an MDE certified independent laboratory, located in Baltimore, Maryland, to perform the required analytical services. This laboratory is very cost-effective to the County and EA has developed a strong working relationship with them. EA utilizes this laboratory for groundwater



analysis at Worcester for the closed landfill groundwater monitoring program. The laboratory has agreed to hold the competitive pricing as previously established for the prior efforts for the next two years.

Enclosed for your consideration is the lump sum cost for these services of \$229,200.00. The services proposed herein are a natural extension of EA's previous involvement with the Central Landfill Facility and Worcester County. We wish to thank you for this opportunity to help you meet your solid waste objectives and continue to look forward to working and supporting you on this project.

It is our sincere desire to continue to be of service at this and other facilities in Worcester County. If you have any questions, do not hesitate to give me a call at (410)-641-5341.

Sincerely,

EA Engineering, Science, and Technology, Inc.

A handwritten signature in black ink, appearing to read 'D. Kolar'. The signature is fluid and cursive, with a large initial 'D' and a stylized 'K'.

Darl Kolar, P.E., BCEE
Senior Project Manager

Enclosures

cc: L. Oakes, P.E. (EA)

ATTACHMENT A

Scope of Services

Worcester County Central Landfill Facility

Sampling and Reporting of Groundwater, Surface Water, and Leachate

February 7, 2025

Task 1 –Sampling and Analysis

Task 1A: Regular Sampling and Analysis

EA will perform three semi-annual and one annual groundwater sampling events during calendar years 2025 (Spring and Fall) and 2026 (Spring) at the Worcester County Central Landfill in accordance with the Facility's Refuse Disposal Permit (RDP) No. 2021-WMF-0663 and the existing approved Central Landfill Groundwater and Surface Water Monitoring Plan prepared by EA, July 2023. EA will perform the sampling events utilizing low-flow sampling techniques for the entire site.

The semi-annual sampling event will occur during the spring each year and will include monitoring and sampling of:

- 22 shallow monitoring wells (MW-03S, MW-04S, MW-05SR, MW-07S, MW-08S, MW-10S, MW-11S, MW-13S, MW-14S, MW-15S, MW-16S, MW-17S, MW-18S, MW-19S, MW-20S, MW-21S, MW-22S, MW-501A, MW-502A, MW-503A, MW-504A, and MW-505A);
- 3 intermediate monitoring wells (MW-501M, MW-504M, and MW-505M);
- 2 potable wells (PW-1 and PW-2);
- 2 surface water locations (SW-1 and SW-2); and
- 5 leachate samples (Cell 1, 2, 3, 4, and 5).

The annual sampling event will occur during the fall each year and will include monitoring and sampling of:

- 22 shallow monitoring wells (MW-03S, MW-04S, MW-05SR, MW-07S, MW-08S, MW-10S, MW-11S, MW-13S, MW-14S, MW-15S, MW-16S, MW-17S, MW-18S, MW-19S, MW-20S, MW-21S, MW-22S, MW-501A, MW-502A, MW-503A, MW-504A, and MW-505A);
- 8 intermediate monitoring wells (MW-3M, MW-4M, MW-7M, MW-8M, MW-10M, MW-501M, MW-504M, and MW-505M);
- 3 deep monitoring wells (MW-3D, MW-4D, MW-8D);
- 2 potable wells (PW-1 and PW-2);
- 2 surface water locations (SW-1 and SW-2); and
- 5 leachate samples (Cell 1, 2, 3, 4, and 5).

Groundwater, surface water, and potable water samples will be analyzed for the parameters shown in Table I and II of the RDP (see attached).

In addition to the Table I and II parameters, leachate will also be analyzed for semi-volatiles, pesticides, polychlorinated biphenyls (PCBs), cyanide, and sulfide. Groundwater analysis will be performed by a MDE certified independent laboratory (Maryland Spectral Services).

In accordance with the updated Central Landfill Groundwater and Surface Water Monitoring Plan and as a result of assessment monitoring, quality control samples are required by MDE for groundwater sampling of the monitoring well network at the CLF.

Quality control samples will include:

- 1 rinsate blank per sampling event
- 1 field blank per sampling date (assume 5 per event)
- 1 field duplicate sample per 10 samples (assume 4 per event)
- 1 trip blank to stay at the lab for analysis (assume 1 per event)
- 1 trip blank per sampling date (assume 5 per event)

Duplicate samples will be collected utilizing low-flow sampling techniques. The samples will be analyzed for the parameters identified in Tables I and II, as required. Per MDE's letter dated 8 March 2019, Method 8011 is to be used for the analysis of 1,2-dibromoethane (EDB) and 1,2-dibromo-3-chloropropane (DBCP) effective 1 July 2020.

In addition to sampling, EA will perform gauging of each well prior to sample collection.

Task 1B: PFAS Sampling and Analysis

Per MDE's letter dated 2 January 2024, PFAS Method 1633 is to be used for the analysis of PFAS compounds effective 1 July 2025. However, EA, on behalf of the County requested an extension for PFAS sampling, and MDE approved the request on 14 August 2024. PFAS sampling and analysis will begin starting the Fall 2025 event. Based on EA's PFAS sampling experience at the Closed Landfills during the Fall 2024 event, EA estimates that up to 40 additional hours may be needed to conduct PFAS sampling during the two semi-annual events (Fall 2025 and Spring 2026).

Task 2 – Preparation of Groundwater Contour Maps, Statistical Analysis, Reporting, and Annual Meetings

EA will prepare four semi-annual reports on water quality containing a summary of findings and interpretive discussion of groundwater and surface water analytical results for the sampling event. The report will include the following:

- Narrative/Summary
- Statistical Analysis
- Historical Data Tables (time series format)
- Groundwater Elevations and Contour Map (historical)

- Laboratory Analytical Data (laboratory reports)
- Field Records of Well Gauging, Purging, and Sampling
- Chain of Custody
- Leachate Management Records

As a result of Assessment Monitoring, groundwater protection standards were developed in 2017 as required by the Maryland Department of the Environment (MDE). In addition to the statistical analysis previously performed, additional statistics are now performed to determine statistical increases over groundwater protection standards each event.

In the semi-annual report, EA will include leachate analytical data for the event, along with leachate management and monitoring records required under the RDP, to be provided by the County. Per the RDP, the County will also provide monthly gauging records of monitoring wells to be included in the semi-annual report. EA will utilize depth to water levels (gauging) recorded prior to sampling at each well to develop a groundwater contour map for each sampling event.

EA will submit one electronic copy of the report to the MDE on behalf of the County and two copies of the report to the County for each sampling event (three events total). Reports will be submitted to MDE in accordance with the permit, 90 days following the end of the first quarter (June 30th) and 90 days following the end of the third quarter (December 31st) reporting period, unless otherwise agreed upon.



EMERGENCY SERVICES

Worcester County

GOVERNMENT CENTER

ONE WEST MARKET STREET, ROOM 1002

SNOW HILL, MARYLAND 21863-1193

TEL: 410.632.1311 FAX: 410.632.4686

MEMORANDUM

TO: Weston Young, P.E. Chief Administrative Officer
Candace Savage, CGFM Deputy Chief Administrative Officer
FROM: Matt Owens, Fire Marshal, Director of Emergency Services
DATE: February 3, 2025
RE: Exacom Support Quote/Contract

Attached please find a contract for the Annual Warranty and Support Renewal from Exacom for the Primary and Secondary Recorders and two NAS (Network Attached Storage) and four EARS-104 (small boxes which record analog audio at offsite locations) and any related system addons. After the Commissioner's approval, the county would enter into the contract contingent of 911 Board funding approval.

Please let me know if you have any questions.

Thanks

Matt

Quote

Quote No: EXA-01627-R7B8-3

Date: 12/20/2024

For:

Worcester County, MD

Purchaser:

James Hamilton

Deputy Director

Worcester County, MD Emergency Services

410-632-3080

jhamilton@co.worcester.md.us

Customer Requirements

This quote is for maintenance coverage from 11/1/2024 to 10/31/2025 for serial number(s) 2901, 2902, 2903, 2904 (Primary and Secondary Recorders and two NAS) and four EARS-104 (E400446, E400447, E400448, E400449) and any related system add-ons. A reinstatement fee is included as support had previously expired on 10/31/2023. Renewal of support will be quoted and invoiced annually through 10/31/2028 at which time a refresh of the system will need to have been completed to continue full support. Exacom's HindSight 4 recorders and ExaCare Essentials are on the HGAC Contract RP07-20.

Proposed Solution Summary

HindSight 4 Multimedia Recording Platform

Qty	Part No:	Model No:	Description	Unit Price	Qty Sub-Total
1	9004000	HS-SUP-E	ExaCare Essentials HW Warranty & SW Support - Year 3 <i>100% US-Based Support Team</i> 24/7/365 remote support access via phone, web, and email HindSight software updates including critical security updates & new feature releases Hardware warranties Software assurance Dates of Performance 11/1/2024 - 10/31/2025	\$ 41,546.70	\$ 41,546.70
1			Reinstatement Fee	\$ 15,979.50	\$ 15,979.50
Total:					\$ 57,526.20

ExaCare for years 4 to 6 will renew at this rate annually. \$ 41,546.70

1	9004000	HS-SUP-E	ExaCare Essentials HW Warranty & SW Support - Year 4 Dates of Performance 11/1/2025 - 10/31/2026	\$ 41,546.70	
1	9004000	HS-SUP-E	ExaCare Essentials HW Warranty & SW Support - Year 5 Dates of Performance 11/1/2026 - 10/31/2027	\$ 41,546.70	
1	9004000	HS-SUP-E	ExaCare Essentials HW Warranty & SW Support - Year 6 Dates of Performance 11/1/2027 - 10/31/2028	\$ 41,546.70	

General Notes:

- This quotation is valid for 90 days.
- Prices are in US dollars, FOB Origin Manchester, NH.
- If shipping charges are not explicitly called out in this quote, Exacom will pay to ship all items and then add shipping charges as a separate line item on the invoice, unless otherwise listed on MPA.
- Customer is responsible for all customs and duties. All government tariffs, identified before and/or after the quote process and paid by Exacom will be passed onto the End Customer at cost, with no Exacom mark-up.
- Sales and Use Tax can only be waived if purchaser provides Exacom with a copy of their Tax Exemption Certificate prior to purchase.
- Customer is expected to renew ExaCare annually.
- Software patches and minor releases are only available with current and up-to-date support contract.
- Exacom offers the full level of ExaCare support for 6 years (based on ship date), after which hardware warranty support is no longer available. A hardware / software refresh must be purchased before the server has reached 6 years of age to continue the full level of ExaCare support.
- The HW/SW Refresh is available in year 6, based on ship date, and where ExaCare has been maintained each year prior and through the installation of the refresh.
- First year of ExaCare on new systems (refreshes excluded) starts on the ship date and ends 15 months later. For add-on software, ExaCare starts on the earlier of the date of install or 90 days after shipping and ends 1 year from start date.

Payment Terms: Net 20, Unless MPA on File

Ship Date: 30-45 Days ARO

Submitted By:

Jim Zaleta, Regional Sales Manager

Date

12/20/2024

Signature

Date

Approved By:

Signature

Date

Printed Name & Title

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LIMITATION OF LIABILITY

Exacom will not be liable for any lost profits, lost savings or any collateral, consequential, indirect, incidental, punitive or consequential damages arising out of or connected in any way with the use or inability to use or malfunction of its products and software, even if Exacom or its authorized reseller has been advised of the possibility of such damages or for any other type of claim by any party. Exacom's liability is limited to the repair or replacement of the supplied software and any part or parts of the product or system for the period of its limited warranty.



Matthew Owens
Fire Marshal

Robert Korb, Jr.
Chief Deputy Fire Marshal

GOVERNMENT CENTER
ONE WEST MARKET STREET, ROOM 1302
SNOW HILL, MARYLAND 21863-1294
TEL: 410-632-5666
FAD: 410-632-5664

MEMORANDUM

TO: Weston Young, P.E. Chief Administrative Officer
Candace Savage, CGFM Deputy Chief Administrative Officer
FROM: Matt Owens, Fire Marshal, Director of Emergency Services
DATE: February 11, 2025
RE: Training Tower at the Fire Training Center

Weston/Candace,

Attached with this memorandum is an “Amendment to the Professional Services Agreement” for DBF to provide structural engineering for the foundation and anchorage detailing of the prefabricated training tower to be located at the Fire Training Center.

The cost for this service is \$7,500.00. The money is available in assigned funds for the Fire Training Tower (total amount is \$1,850,000.00).

Please let me know if you have any questions.

Thanks,

Matt



AIA Document G802® – 2017

Amendment to the Professional Services Agreement

PROJECT: *(name and address)*

Vehicle Storage Facility
Newark, MD

AGREEMENT INFORMATION:

Date: March 15, 2023

AMENDMENT INFORMATION:

Amendment Number: 001

Date: 12/20/2024

OWNER: *(name and address)*

Worcester County Commissioners
1 West Market St.
Snow Hill, MD 21863

ARCHITECT: *(name and address)*

Davis, Bowen & Friedel, Inc.
601 E. Main St. Suite 100
Salisbury, MD 21804

The Owner and Architect amend the Agreement as follows:

Davis, Bowen & Friedel, Inc. will provide structural engineering for the foundation and anchorage detailing of the pre-fabricated fire truing structure.

The Architect's compensation and schedule shall be adjusted as follows:

Compensation Adjustment:

Amendment #1 \$7,500

New Total (\$251,500 + \$7,500) = \$259,000

Schedule Adjustment:

None

SIGNATURES:

DAVIS, BOWEN & FRIEDEL
ARCHITECT *(Firm name)*

Worcester County Commissioners

OWNER *(Firm name)*

Mike Wheedert
SIGNATURE

SIGNATURE

Weston Young
Chief Administrative officer

MIKE WHEEDERT
PRINTED NAME AND TITLE

PRINTED NAME AND TITLE

12/20/2024
DATE

DATE



Worcester County Administration

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

To: Commissioners

From: Roscoe R. Leslie

Date: January 13, 2025

RE: Sandpiper Energy assignment

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

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

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

CONSENT TO ASSIGNMENT OF FRANCHISE AGREEMENT

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

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

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

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

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

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

Counterparty:
County Commissioners of Worcester County, Maryland

Assignee:
Elkton Gas Company

By: _____
Print Name: _____
Its: _____

By: _____
Print Name: _____
Its: _____



OFFICE OF THE
COUNTY COMMISSIONERS

Worcester County

GOVERNMENT CENTER
ONE WEST MARKET STREET • ROOM 1103

SNOW HILL, MARYLAND

21863-1195

ITEM 9

5

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

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

To: Commissioners

From: Roscoe Leslie *RLL*

Date: February 21, 2020

RE: Chesapeake Utilities/Sandpiper Franchise Agreement Extension

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

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

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

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

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

APPROVED

Worcester County Commissioners

Date *Ht* 3/3/20

FRANCHISE AGREEMENT
(Natural Gas Distributions Services)

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

RECITALS

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

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

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

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

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

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

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

Section 1. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

“PSC” shall mean the Maryland Public Service Commission.

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

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

“State” shall mean the State of Maryland.

Section 2. GRANT OF FRANCHISE

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

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

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

Section 3. TERM

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

Section 4. DUTIES AND RESPONSIBILITIES OF THE FRANCHISEE

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

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

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

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

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

Section 5. REGULATION BY THE COUNTY

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

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

Section 6. COMPLIANCE AND MONITORING

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

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

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

Section 7. INSURANCE AND INDEMNIFICATION

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

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

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

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

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

7.2 Indemnification/Hold Harmless.

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

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

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

Section 8. JURISDICTIONAL AREA

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

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

Section 9. DEFAULT AND REMEDIES

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

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

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

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

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

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

9.4 Revocation.

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

- (1) A description of the specific nature of the default(s);
- (2) A statement of intent to revoke the Franchise;
- (3) A statement that a public hearing shall be held to consider the grounds for the termination of this Agreement and the revocation of the Franchise; and
- (4) The date, time and place of the hearing.

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

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

Section 10. MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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


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

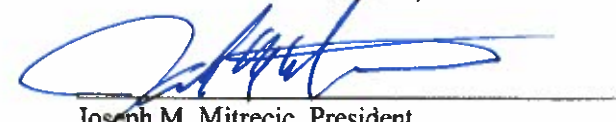
10.19. Waiver of Trial by Jury. Franchisee and the County each hereby agrees not to elect a trial by jury of any issue triable of right by jury, and waives any right to trial by jury fully to the extent that any such right shall now or hereafter exist and regard to this Franchise or any claim counterclaim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

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

ATTEST:

COUNTY COMMISSIONERS
OF WORCESTER COUNTY, MARYLAND


Name: Harold L. Higgins
Chief Administrative Officer


Joseph M. Mitrecic, President

ATTEST:

CHESPEAKE UTILITIES CORPORATION

Name: _____


Shane Breakie, Vice President

STATE OF MARYLAND
COUNTY OF WORCESTER

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



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

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

STATE OF Delaware
COUNTY OF Kent

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

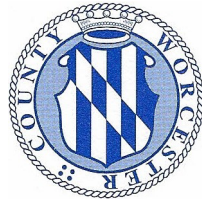
Shane Breakie
Shane Breakie

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

[Signature]
Notary Public
My Commission expires: July 05, 2020



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



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

DALLAS BAKER JR., P.E.
 DIRECTOR

CHRISTOPHER CLASING, P.E.
 DEPUTY DIRECTOR

MEMORANDUM

TO: Weston Young P.E., Chief Administrative Officer
 Candace Savage, CGFM, Deputy Chief Administrative Officer
FROM: Dallas Baker Jr., P.E., Director *Dallas Baker Jr*
DATE: February 6, 2025
SUBJECT: In-House Pumping & Hauling at Riddle Farm WWTP

Public Works is requesting Commissioner approval to create a new Heavy Equipment Operator position (job description attached) in the current FY 25 budget for the Water & Wastewater Division with the purpose of operating a County owned tanker truck to be used at the Riddle Farm Wastewater Treatment Plant for pumping and hauling. The new position would have a recommended salary range of \$44,283 - \$51,334 (Grade 12/Step 8 – 14) and be required to possess a CDL A with tanker endorsement (\$68,492.52 – \$79,398.30 with benefits). This range matches existing employee salary ranges with similar qualifications. The new position is needed because current pumping and hauling operations occur 8-12 hours a day, 5-7 days a week depending on the time of year. Existing staff time is already occupied with operating the various plants and cannot be spared on a long-term basis. Funding for this position will be created by offsetting the current pumping and hauling expenses. In FY 24, pumping and hauling totaled \$726,272.54, in FY 25, \$500,000 was budgeted in account 570.6700.310 Other Maint. & Svcs Transport Raw Sewage and as of 12/26/24 there was \$182,112.25 remaining.

In addition to the new position, a tanker truck will be needed to haul the sewage. Solid Waste Division has an old tanker that can be used, the truck has served as back up for leachate hauling in the past. It will need repair work completed prior to putting it into regular use, including new tires and the addition of valves and fittings to be able to hook up to the wastewater equipment. The estimated cost of repairs/modifications is \$10,000. The truck would be temporarily loaned to Water & Wastewater until the Riddle upgrades are complete and the plant is running properly.

The contractor for the Riddle Farm WWTP upgrades has recently revised the construction schedule and moved the substantial completion date up to December 2025 (previously January 2026). Public Works has proposed a budget of \$600,000 in FY 26 to cover 6-9 months of pumping and hauling after construction is complete to account for worst case scenarios. The addition of a new employee and tanker truck could result in savings in this and next fiscal year.

Please note, the addition of a new employee and tanker truck will not eliminate the need for contract hauling. During the high flow summer months, particularly around peak weekends such as 4th of July, pumping and hauling takes place 12 hours a day, 7 days a week, and

sometimes 2 trucks are used. With a single employee working 40 hours a week, it is expected pumping and hauling costs could be reduced 60-70% on an annual basis.

Pumping and hauling should no longer be needed after the Riddle Farm WWTP upgrades are complete and the plant is running as intended, except for maintenance related events. The new employee would still be utilized for those events and their duties expanded to help with other services. There is never a shortage of work in the Water & Wastewater Division that an additional employee could help with.

Please let me know if there are any questions.

Attachment

CC: Chris Clasing
Tony Fascelli
Quinn Dittrich
Stacey Norton

WORCESTER COUNTY JOB OPPORTUNITIES

DEPARTMENT: DEPARTMENT OF PUBLIC WORKS – WATER/ WASTEWATER

JOB TITLE: HEAVY EQUIPMENT OPERATOR I &II

SALARY/GRADE: HEAVY EQUIPMENT OPERATOR I
GRADE 12/STEP 1 - \$17.91 HOURLY/ \$37,253 ANNUALLY –
GRADE 12/STEP 14 - \$24.68 HOURLY/\$51,334 ANNUALLY

APPLICATION PERIOD: UNTIL FILLED

JOB SUMMARY: Under general supervision, drives and operates commercial weight vehicles over 26,000 pounds, drives and operates the Vactor 2100 Vac-Truck and other heavy construction equipment used by the Water and Wastewater Division to complete repairs, extend services and other complete construction programs within the Water and Wastewater Division.

GENERAL REQUIREMENTS

- Safety Sensitive regarding Drug and Alcohol Testing
- Essential personnel subject to emergency call-back with little or no notice
- Scheduled to be on call that requires work in the evenings, holidays, and weekends to make repairs to water leaks etc.
- Commercial Driver's License A with Air Break and Tanker Endorsement
- Pre-employment background check and motor vehicle history
- Be able to successfully pass a DOT physical and DOT Drug Testing.
- Normal schedule is Monday-Friday 7:30am-4:00pm

ESSENTIAL JOB DUTIES AND RESPONSIBILITIES

- Operation and Maintenance of Vactor 2100 Vac Truck and other Vacuum operated equipment
- Drive and operate commercial weight, single and tandem-axle vehicles and equipment;
- Operates heavy equipment such as; track and rubber tire loaders, backhoes and mini excavators as required to perform assigned tasks;
- Tow, load, and assist in loading and unloading equipment, tools and materials;
- Complete an operator's daily maintenance of equipment;
- Perform preventative and routine maintenance on trucks, tools, and equipment;
- Inspect vehicles daily, make minor repairs to vehicles and assist the mechanic with major repairs;
- Participate in safety related training, lead and instruct others in the performance of semi-skilled and skilled labor tasks;
- Knowledge of proper safety procedures and PPE utilization always to perform job related duties
- Direct repair crew as needed to complete repair/replacement of water and wastewater utilities
- Drives automobile, truck, or other non-commercial weight (under 26,000 pounds) vehicle as required to perform assigned tasks;
- Participates in on-the-job and safety related training.

- Knowledge of proper safety procedures and PPE utilization at all times to perform job related duties.
- Ensures confidentiality of information and records and complies with record retention schedule
- Complies with the safety programs, procedures, training, fire drills, COOP plans, etc.
- Adheres to the Worcester County Government Personnel Rules & Regulations;
- Performs other related duties as required or directed by Supervisor.

QUALIFICATIONS AND SKILLS:

- Knowledge and skill in operation and maintenance of commercial weight vehicles and equipment such as Vactor 2100 Vac Truck, mini-excavator, loader, backhoe, and dump truck.
- Ability to follow verbal and written instructions; read street signs; keep records and logs; complete written forms; and to communicate effectively with the public and coworkers. Ability to apply acquired knowledge to increasingly varied and complex tasks.
- Ability to perform duties independently and as part of a team to complete assigned tasks by established deadlines.
- Ability to perform manual physical labor including frequent walking, bending, stooping, lifting and carrying heavy objects up to 80 lbs., and the operation of vehicles, tools, and
- Skill in the operation and minor, routine, repairs of hand and power tools, machines, equipment and vehicles
- Ability to work outdoors in adverse weather conditions.
- Valid Class A CDL driver's license with tanker endorsement and driving record of less than 4 points (MD) for Heavy Equipment Operator II

SAFETY ANALYSIS

(Rarely (<5% of the time), Occasional (5-25% of the time), Frequent (25-75% of the time); Constant (>75% of the time)

Very Heavy work; Constant viewing and lifting over 20lbs; Frequent talking, hearing, carrying, pushing, pulling, lifting and moving of objects over 50lbs; Occasionally over 80lbs. Known hazards include risks associated with impacts, heat, chemicals, and sharp objects. Some work required exposure to potentially hazardous conditions, such as working in traffic along roadways, working in trenches, handling chemicals and adverse weather.

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



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

DALLAS BAKER JR., P.E.
DIRECTOR

CHRISTOPHER CLASING, P.E.
DEPUTY DIRECTOR

MEMORANDUM

TO: Weston Young P.E., Chief Administrative Officer
Candace Savage, CGFM, Deputy Chief Administrative Officer
FROM: Dallas Baker Jr., P.E., Director
DATE: February 4, 2025
SUBJECT: No On-Street Parking – Public Hearing Request

Public Works is requesting the Commissioners schedule public hearings to solicit input regarding the recent approvals of no on-street parking for Snug Harbor and Bayside Landings. Several citizens have reached out indicating the groups that spearheaded the no-parking efforts were not authorized representatives of the HOA/community-at-large. Other citizens have expressed their general displeasure at the changes and indicated they were unaware the issue was being considered. Public Works has not installed signs in either community yet.

There is no formal County policy regarding the creation of no-parking areas. Given the recent feedback, Public Works suggests the Commissioners revisit the issue and schedule a public hearing for both communities so they have the opportunity to comment.

Please let me know if there are any questions.

CC: Roscoe Leslie
Chris Clasing
Kevin Lynch



Worcester County Recreation & Parks

6030 Public Landing Road | Snow Hill MD 21863 | (410) 632-2144 | www.PlayMarylandsCoast.org

MEMORANDUM

TO: Weston S. Young, Chief Administrative Officer
Candace Savage, Deputy Chief Administrative Officer
FROM: Kelly Rados, Director of Recreation & Parks
DATE: February 10, 2025
SUBJECT: Civic Organization Reservation Policy

Worcester County Recreation & Parks Department often receives requests from Non-profit Civic Organizations to utilize Worcester County Parks and Facilities for the purpose of fundraising events for their Organizations. Typically, these Civic Organizations request that rental fees either be waived or reduced.

Due to these requests, we felt the need to put a policy in place that would outline the criteria, restrictions and procedures to handle these requests and allow for waived/reduced rates. Attached you will find a proposed policy we are recommending for future requests.

Requests would need to be submitted in writing and be for the purpose of Fundraising events for Non-Profit Civic Organizations. If all criteria is met, we are suggesting fees for outdoor fields and pavilions be waived, and usage of the Recreation Center indoor courts and arena be given a 50% discount. All rental agreements would need to be submitted, and all rules would still apply. Any additional requests besides the use of the facility usage (staffing needs, specific setup or equipment requests, field lining, light usage) would require the applicable fees. Any requests above and beyond a typical rental would be subject to further review, approval, and fees.

Upon your approval of the attached Civic Organization Reservation Policy our Department will include this within our Department Policy and Procedures and will follow this outline for future requests.

Attachments:

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



Worcester County Recreation & Parks

6030 Public Landing Road | Snow Hill MD 21863 | (410) 632-2144 | www.PlayMarylandsCoast.org

WORCESTER COUNTY RECREATION & PARKS DEPARTMENT

Civic Organization Rental/Reservation Policy

PURPOSE

The purpose of this policy is to set forth procedures and parameters for requests by Civic Organizations regarding waived and/or reduced rates for renting and reserving of Recreation & Parks facilities. Facilities would include fields, pavilions, recreation center courts/rooms.

CRITERIA

- Organizations must be a Non-profit Civic Organization.
- Organization must be located within Worcester County and serve the county as a whole.
- Purpose of the rental/reservation request is a **fundraiser** for the Organization.

FEES

- Outdoor field and pavilion rentals fees would be waived.
- Recreation Center arena/court rentals would be given a reduced rate of ½ of the rental cost.
- Organizations will pay the full cost of field lining and lights if requested.
- Additional fees may be charged if specific set-up or equipment usage is required.
- All other fees would apply if applicable, clean-up fees, staffing, etc.

RESTRICTIONS

Facility usage is based on several factors including, but not limited to, historical usage, recreation programming, and facility availability. WCRP operated or contracted programs will receive priority. WCRP schedules, maintains, and monitors all county parks. WCRP programs, events, and rentals will not be cancelled or adjusted to meet the request of the Civic organization.

PROCEDURE

The Civic Organization must submit a formal request in writing to the Recreation Facility Superintendent. The request and rental information will be reviewed by the Director and/or Deputy Director for approval. Upon approval, a facility rental agreement will be completed and signed by the organization.



Worcester County Recreation & Parks

6030 Public Landing Road | Snow Hill MD 21863 | (410) 632-2144 | www.PlayMarylandsCoast.org

**WORCESTER COUNTY RECREATION & PARKS DEPARTMENT
Civic Organization Waived/Reduced Fee Request**

Civic Organization

Organization Authorized Person (Print Name)

Title / Position

Is the requestee a non-profit Civic Organization? Yes ____ No ____

Is the Civic Organization located within Worcester County? Yes ____ No ____

Purpose of the Facility request: _____

Explain your request for waived/reduced fees for facility request. Attach additional documents if necessary.

Organization Authorized Person (Signature)

Date

OFFICE USE ONLY: Application Received on: _____

Reviewed by: _____

Application Statue:

☐ Accepted pending the following: _____ Date: _____

☐ Rejected due to the following: _____ Date: _____

☐ Accepted Date: _____

Recreation Facility Superintendent: _____ Director/Deputy Director: _____



Worcester County Recreation & Parks

6030 Public Landing Road | Snow Hill MD 21863 | (410) 632-2144 | www.PlayMarylandsCoast.org

MEMORANDUM

TO: Weston S. Young, Chief Administrative Officer
Candace Savage, Deputy Chief Administrative Officer
FROM: Kelly Rados, Director of Recreation & Parks
DATE: February 5, 2024
SUBJECT: Vendor & Exhibitor Selection Policy

Worcester County Recreation & Parks Department does not currently have a selection process/policy regarding vendors and exhibitors. With the growing and expanding of our Special Events we felt the need to get a policy in place to assist our staff with the selection process. Attached you will find a proposed policy including criteria, restrictions, and procedures to handle the selection of vendors and exhibitors moving forward. The purpose of the Vendor & Exhibitor Selection Policy would help to establish a consistent methodology for the selection process.

Each individual event will have its own theme and branding. Specifications for each event will be outlined within that event information. A selection committee will be formed for each event and a rating rubric will be utilized to score applications.

Upon your approval of the attached Vendor & Exhibitor Selection Policy our Department will include this within our Department Policy and Procedures and will follow this outline for future events where vendors and exhibitors are being recruited.

Attachments: Vendor & Exhibitor Selection Policy and application

cc: Jacob Stephens, Deputy Director of Recreation & Parks
Ryan Nellans, Special Event & Marketing Manager



Worcester County Recreation & Parks

6030 Public Landing Road | Snow Hill MD 21863 | (410) 632-2144 | www.PlayMarylandsCoast.org

VENDOR & EXHIBITOR SELECTION POLICY

Vendors: Worcester County Recreation & Parks (WCRP) is constantly looking for high quality, compatible vendors. In your application, provide as much information about your product(s) as possible; food vendors must submit a full menu.

When reviewing applications, we consider: Quality, Reliability and Responsibility. How many other exhibitors offer similar products? Is this an exciting product that will attract patrons? Does this support our current event goals?

Event Theme: Each event has its own theme and branding. Vendors that fit these criteria may be given preference over others. The specifics will be outlined within the vendor information for each event.

- Harbor Day – maritime & nautical
- County Fair – farm & agriculture
- Health Fair – health & wellness
- Track or Treat – civic & community organizations

Vendor Mix: A percentage of space will be set aside for each type of vendor. This may change based on the event and will be outlined within the vendor information for that event.

- Arts & Crafts – handmade, photography, textiles, jewelry, painting, sculpture, clothes, accessories, etc.
- Lifestyle & Resale – Avon, Mary Kay, LulaRoe, etc.
- Nonprofit & Government – Law Enforcement, Libraries, Hospital, Fire Companies, etc.
- Childhood & Education – Activity Centers, Museums, Face Painting, etc.
- Food & Drink – food trucks, snacks, beverages and other consumables
- Special Interest - Suicide Prevention, Relay for Life, Political Causes, etc.

Available Space: Each vendor must fit our space requirements, whether inside or outside. While we may find a new vendor offering a product or service we would like to have, if the exhibit will not fit into available space, it cannot be accepted.

Booth and location assignments will be made at the discretion of Worcester County staff.

Look and Feel of Exhibit: Each applicant must include three (3) current photographs of the stand, trailer, or display (depicting the front, sides, and rear) as part of the application process. WCRP will give priority to unique vendors with attractive and appropriate presentations.

References: Each applicant must supply at least two (2) references from other special events that they have participated within the past twelve (12) months. WCRP will check references provided by the applicant. WCRP also reserves the right to investigate the applicant's participation and reputation at other events and venues not identified in the application.

ITEM 13

General Criteria: The vendor solicitation and selection process are important to us at WCRP. WCRP reserves the right to reject a vendor application and/or terminate the vendor agreement.

WCRP reserves the right to reject or dismiss a vendor if they don't meet county standards. Any vendor, current or future, which has been suspended, expelled from, or otherwise penalized for violation of contract terms or rules at any other fair may be denied space at any Worcester County event.

Rating Rubric:

<u>Weighting Factor:</u>	<u>Criterion:</u>
10%	Uniqueness
20%	Qualification/experience at other events based on references
20%	Appearance of physical set-up
50%	Appropriateness of the event applied for

Each Vendor will be rated for each criterion on a scale of zero to four as described below:

Unacceptable	0
Poor	1
Fair	2
Good	3
Superior	4

ITEM 13

Company Name				Contact	
Address		City	State	Zip	
Email		Phone	Social Media Accounts		
Which best describes your organization? (select one)					
<input type="radio"/> Maker/ Arts & Crafts	<input type="radio"/> Resale/ Lifestyle	<input type="radio"/> Non-Profit/ Government	<input type="radio"/> Kids & Education	<input type="radio"/> Food & Drink	<input type="radio"/> Special Interest
Please provide a brief description of your organization					
Food Vendor applicants are required to provide a sample menu of what they intend to provide at the indicated event(s). Is a sample menu included in the application?					Y / N
Is your organization currently involved, or does it anticipate any involvement in active litigation?					Y / N
Is your organization currently involved, or does it anticipate any involvement in acquisitions or mergers?					Y / N
Is your display oversized or does it require multiple spaces?			Y / N	Preferred space/size:	
WCRP will provide vendors/exhibitors with a minimum of one (1) 8ft table and two (2) folding chairs. Would you like to request more? (<i>requests do not guarantee availability</i>)			Y / N	Tables	Chairs
Vendors/exhibitors are required to provide four (4) pictures of their display presentation. Are the pictures included in the application?					Y / N
Reference Name			Organization		
Email		Phone	Event		
Reference Name			Organization		
Email		Phone	Event		
I have provided the above information to the best of my knowledge			Approval		

Printed name					
_____		_____			
Signature		date			



Worcester County Department of Environmental Programs

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

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

Memorandum

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

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

Subject: Greenway Trails Master Plan
Prepared Plan and Comments

A handwritten signature in blue ink, appearing to be "RJ", located next to the subject line.

Date: 2/10/25

Attached, please find a copy of the *2025 Worcester County Greenways Trails Master Plan* prepared by our consultant with final comments from staff and extensive public input. This plan was previously sent to the County Commissioners to give them time for their review of the plan and comment summaries ahead of this meeting.

To Review:

Through the winter and spring of 2024, the project team and county staff hosted public meetings, toured county sites, met with local groups and leaders, and collected feedback online to learn about community goals and preferences. Along with a 16-page summary of public comments, nearly 500 individuals shared feedback representing county residents, people who commute to and work in the county, and individuals who own a vacation home here or occasionally visit Worcester County. Over 87% of people who responded to the survey expressed support for investment in more Greenway Trails throughout Worcester County.

Notable feedback included:

1. Preference for separated shared-use trails instead of on road or shared lane bike routes.
2. Provide more comfortable opportunities for "casual cyclists" and less experienced riders as well as more.
3. Make a longer and connected network to have safe and convenient access to destinations without gaps or barriers.
4. Consider safety improvements for high crash areas and in places where trails may cross dangerous roads.
5. Connect important destinations to connect include parks, scenic areas, downtown areas, schools, neighborhoods, shopping areas, healthcare centers, employment centers, existing trail heads, and boat launches.
6. Consider adding wayfinding signage, lighting, rest areas, trailhead parking, water fountains, and bike parking along the trails.
7. Protect sensitive environmental features and preserve the rural landscape.

This is an overall corridor study Master Plan which is set up to be followed by individual feasibility concept studies and designs on trail and pathway segments identified within the plan. The Master Plan includes an initial preliminary screening of feasibility considerations and more detailed analysis will be required to move into design and construction phases. The plan includes short term (within 5 years), medium term (within 10 years) and long term

(more than 10 years) improvements proposed for a connected greenway and trails network throughout Worcester County. Priorities for short term improvements considered areas in need of safety improvements, connecting priority destinations, available right-of-way, minimizing environmental impacts, and public comments. Also included is a grants summary to advance project planning, design, and development for segments including in the proposed Plan's trails network.

Priority Pathways

Ten initial greenways should be used to kick-start the program (listed on Page 31). These ten emerged from stakeholder and user feedback and were cited continuously throughout the public engagement process. While a few of them are rated as longer-term priorities, they appear on this list because the planning process for such routes is extensive enough that beginning work on them now will lead to their construction in 5-10 years' time. Three of the proposed greenways are already in some form of planning process.

This Plan also involves review and collaboration between the County's Departments of Tourism and Economic Development, Public Works, Environmental Programs, DRP, and Recreation and Parks. A key goal of the Plan's future is to establish an ongoing project pipeline for grants and funding applications for different segments of planned use pathways. This means that, in effect, we could have multiple projects ongoing simultaneously with projects in the different phases of implementation at all times. They may involve Recreation and Parks managing a trails expansion, Public Works looking at a separate bikeway along one of our highways, or one of our towns or agencies submitting applications and plans for funding and designs for a project within their jurisdictions. In fact, this is already happening as the Department of Public Works has done a feasibility study for a Route 611 Shared Use Path and the MD Department of Natural Resources is working on the wildlands trail to provide additional connectivity from Shad Landing State Park to the trails at the south end of the Town of Snow Hill. This Plan will be the springboard and reference point for multiple projects and planning work in the future.

We would respectfully ask the County Commissioners to approve this plan so it can be referenced in current and future grant and project activities. We have also provided for the editing and additions to this Plan in the resolution.

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

Enclosures

1. Summarized Public Comments
2. Greenways Trails Master Plan
3. Appendix A – Destination and Trail Alignment Analysis and Routes

cc: Melanie Pursel
Dallas Baker
Kelly Rados
Jennifer Keener
Jacob Stephens
David Bradford
Katherine Munson

Attachment 1

**Summarized Public
Comments**

Worcester Draft Trails and Greenways Master Plan

Comments that were specifically added

Comments that were not added

COMMENTATOR	DESTINATION/CONNECTION COMMENTS	OTHER COMMENTS
TOWN OF BERLIN	<p>The Town of Berlin would like to add the following locations to the medium/high priority destinations list:</p> <ul style="list-style-type: none"> • Future Town of Berlin Community Center on Flower Street and SHOREUP! Inc. Head Start • Heron Park and Future State Park • Stephen Decatur Park • Dr. William Henry Park • Worcester County Northern Athletic Fields • Worcester Preparatory School • Germantown School and Community Center • Assateague State and National Parks <p>Connection Recommendations:</p> <ol style="list-style-type: none"> 1. Pedestrian Bridge <ul style="list-style-type: none"> • Move the pedestrian bridge (Segment #26) from Rt. 113 and Germantown Road to the pedestrian bridge that is in the planning stage with the Maryland Department of Transportation (MDOT) and the Federal Highway Administration (FHWA) focusing on the intersection of U.S. Rt. 113 and Rt. 376 (Bay Street) • This would provide a safer and more direct connection to downtown Berlin and the Community Center on Flower Street 2. Flower Street <ul style="list-style-type: none"> • Extend the shared-use pathway along Flower Street from the pedestrian bridge to Seahawk Road and connecting it to Rt. 50 through this trail 	<p>Recommendation:</p> <p>"We also recommend that the plan come out with a prioritized list of greenways and trail segments based on criteria such as demand, impact, cost, feasibility, and partnership potential. This would help focus the efforts and resources of the county and the municipalities on the most viable and beneficial projects and would make the plan more realistic and achievable. We suggest using a formula or a scoring system similar to what other jurisdictions have used for their greenways and trail plans."</p> <p>Top 5 Trail Networks:</p> <p>Based on our review of the plan, we have identified the following top 5 trail networks that we believe would have the most positive impact on the county and the region (not ranked by priority)</p> <ul style="list-style-type: none"> • Off-Road Shared-Use Path <ul style="list-style-type: none"> ○ Rt. 611 Shared use Pathway from Rt. 50 to Assateague Island: This would provide a safe and scenic route for cyclists and pedestrians to access the state parks and would support the tourism and recreation economy of the area ○ Along Rt. 589: This would provide a connection between Ocean Pines and Berlin and would serve the residential, commercial, and recreational needs of both communities ○ From the Town of Berlin to Assateague Island: This would create a loop that connects Berlin, Ocean City, and Assateague Island and would offer a variety of experiences and destinations for trail users.

	<p>3. Bay Club Trail</p> <ul style="list-style-type: none"> • Enter the Bay Club Trail (Segment #14) from the northeast corner of the property from Berlin rather than from the existing main entrance • Acknowledging that the cost to build an off-road shared-use pathway is approximately 1 million per mile, entering the northeast corner of Bay Club will enhance the viability of the shared-use pathway coming to fruition by decreasing the cost of development <p>4. Railroad Easement</p> <ul style="list-style-type: none"> • Make use of the railroad easement in Berlin, where possible, to create an off-road shared-use path that connects to the Bay Club Trail, Flower Street, Downtown Berlin, Ocean City, Assateague, and southern Worcester County. • These projects and interconnectivity will assist with overall transportation needs and enhance the economic opportunity throughout Worcester County <p>5. Segment #35</p> <ul style="list-style-type: none"> • Verify if the easements are still in place • We believe that many portions of this easement have been sold off to private owners. If this is the case, we suggest exploring alternative routes for this segment. <p>6. Segment #39</p> <ul style="list-style-type: none"> • Modify Segment #39 to connect from Rt.50 to Seahawk Road and then to Flower Street and Downtown Berlin instead of going west to Old Ocean City Blvd. • This would provide a more direct and convenient connection to the medium/high priority destinations in Berlin and avoid crossing busy 	<ul style="list-style-type: none"> ○ Utilizing Railway Easements where possible- connecting the Town of Berlin with the Town of Snow Hill and Pocomoke State Forest Trails: This would link two historic and charming towns and provide access to the natural and cultural resources of the Pocomoke River and state forest. ○ From the Town of Berlin to North Ocean City utilizing Rt. 90: This would provide an alternative route to the congested Rt. 50 corridor and would connect Berlin with the northern part of Ocean City and the Delaware beaches. <p>Tactical Recommendation:</p> <p>Finally, we recommend that the Greenways and Trails Master Plan be integrated and reflected as a separate chapter of the update to the Worcester County Comprehensive Plan. This would ensure that the plan is consistent and compatible with the county's vision, goals, and policies for land use, transportation, environment, and economic development. It would also demonstrate the county's commitment and leadership in advancing the green and trails agenda and would facilitate the implantation and funding of the plan's recommendations.</p>
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	intersections	
TOWN OF OCEAN CITY	<p>Given the objectives of the study the networks with the most impact to our community as recognized by the City Bicycle & Pedestrian Advisory Committee (BPAC) are:</p> <ol style="list-style-type: none"> 1. South Connection <ul style="list-style-type: none"> • Vital as it is the southern-most access point to the town for pedestrians, bicyclists, scooters, and motor vehicles • Current path is overcrowded • Has extremely high usage for non-motorists • Connection is considered "medium" priority due to complexity and committee agrees given the long-term nature and needed studies and planning • Unanimous recommendation to improve by way of off-road shared use pathway as much as possible 2. Mid-Town Connection <ul style="list-style-type: none"> • Considered high priority • While not feasible with the current structure, plans for West to mid-point of town are strongly encouraged in current planning and design efforts. • The addition of shared use paths should be contingent on existing and adequate right of way without reducing the widening of the full four lane roadway or causing delays in the construction of the full four lane improvements. 3. Northern Connection <ul style="list-style-type: none"> • Committee recommends improvements to Old Lighthouse Road from Ocean City's northern most connections at Dukes Avenue then back into Worcester County via West Line Road. • Recommends medium status given the 	

	<p>duration to engage in collaboration with neighboring municipalities and studies.</p> <ul style="list-style-type: none"> • Will provide access to town for inland workforce and seasonal periods. • Delaware has and continues to invest and improving connections from the county to the larger region is important <p>4. US Route 50 West to 589</p> <ul style="list-style-type: none"> • The side path beyond the short bridge over herring creek is currently rated medium priority • Recommends changing to high priority given the increase in pedestrian, bicycle, and scooter use in the shoulder <p>The committee has additional recommendations for identifying trail networks not included in the master plan:</p> <ul style="list-style-type: none"> • Bayside Boardwalk <ul style="list-style-type: none"> • Long term plans for a bayside boardwalk are recommended that link the inlet to the bayside businesses and communities progressing northward. • Enhances the destination experience • Beneficial economic and recreational opportunities for residents, visitors, and workers • Beach-side Ocean City to Fenwick Island Connection <ul style="list-style-type: none"> • Given the high use of this pedestrian and bicycle corridor, a connection between the Town of Ocean City and Fenwick Island from Wight Street and 146th Street to Bunting Avenue is recommended to be shown and included in the scoring evaluation. • Page 52 of the Master Plan shows a medium destination item 22, which is likely intended to be this popular route. 	
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	<p>That note should be relocated/moved over to the beachfront route that currently exists.</p> <p>Proposed destinations are shown in appendix A of the Master Plan. The committee recommends these comments be provided to the Commissioners for incorporation into the Master Plan relating to popular Ocean City destinations that have not been included.</p> <ol style="list-style-type: none"> 1. Ocean City Inlet 2. Ocean City Boardwalk 3. 9th Street Fishing Pier 4. 61st Street Boat Ramp 5. Northside Park 6. Assateague Island <ul style="list-style-type: none"> • This note does not appear to be in the correct location to identify the Assateague Island parks to be the destination. In addition, the scoring for item 9 does not appear to be correct. This destination is publicly accessible, a park, a recreational destination, and it connects to an existing trail. The committee recommends this scoring be re-evaluated as this is one of the county's top destinations and the trail network extending between Ocean City and Assateague is an important connection for our community. 	
TOWN OF SNOW HILL	<p>Destination Recommendations</p> <ol style="list-style-type: none"> 1. Byrd Park <ul style="list-style-type: none"> • Not listed as a community center/destination • Has public boat ramps, three pavilions, a 	<p>Regional Connections</p> <ul style="list-style-type: none"> • We would like to recommend initiating formal discussions about inter-state and inter-county connectivity <ul style="list-style-type: none"> ◦ Delaware, Virginia, Somerset and Wicomico Counties

	<p>bandstand, basketball courts, as well as other amenities</p> <ul style="list-style-type: none"> • Boat ramps attract people from all areas of the Lower Shore and beyond to access the Pocomoke River • Commonly used as a community gathering space serving a regional population • Hosts public and private events • These attributes increase this destination's score from a 9 to a 10 <p>2. Sturgis Park</p> <ul style="list-style-type: none"> • Community gathering center for fishing, water sports, and many events • Has pavilions, restrooms, and a canoe/kayak launching dock • Located within the B-1 downtown historic shopping district, making it a commercial destination and increasing this destination's score from a 7 to a 9 <p>3. Gateway Park</p> <ul style="list-style-type: none"> • Located in this park is the Pocomoke River Canoe Company • Patrons can rent canoes, kayaks, stand-up paddle boards and enjoy tours along nearby waterway trails • Has a canoe/kayak launching dock and rest areas for trail users within the park • Located along the Snow Hill Bike Loop, making it a trail head • Has a destination score of 6 <p>4. Public Landing</p> <ul style="list-style-type: none"> • Currently identified as medium priority • The county facility offers boat docking, gathering along the pier, and a small beach • Destination for public landing residents as well as cyclists and residents from nearby areas • These attributes increase this 	<p>have made great strides in recent years in planning and implanting greenway trails</p> <ul style="list-style-type: none"> ○ Worcester County is positioned as the cross section to receive travelers and host them <p>To ensure the plan remains a consistent and achievable goal for Worcester County, it is imperative that it be:</p> <ul style="list-style-type: none"> • integrated into the County's Comprehensive Plan update, currently underway • We recommend dedicated staff attention to ongoing planning, fundraising and implementation
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	<p>destination's score from a 5 to a 7</p> <p>5. Furnace Town</p> <ul style="list-style-type: none"> • A historic attraction and growing destination located within the Pocomoke State Forest offering learning opportunities, existing trails, and gathering space • These attributes increase this destination's score from a 5 to a 6 <p>Connection Considerations</p> <ol style="list-style-type: none"> 1. Segment 11, Snow Hill Bike Loop <ul style="list-style-type: none"> • Central location • Has a number of segments that should be prioritized as connections • Segment 2a and b (Dighton Avenue to West Green Street) <ul style="list-style-type: none"> • The trailhead of the Summerfield and Wildland Trails • Market Street is a State Highway (MD Route#12) with significantly more traffic volume and marginally higher speeds • This connection leads to the downtown commercial center where both Sturgis Park and Gateway Park are also located and therefore is a high priority connection • Segment 7 (Trail from Church Street to Purnell Street) <ul style="list-style-type: none"> • This segment is significant because it is the connection that will link Snow Hill to Newark and Berlin via the DE/MD railroad trail • Segment 14 (Connection to John Walter Smith Park) <ul style="list-style-type: none"> • Connection Snow Hill to John Walter Smith Park, Where the Worcester County Recreation Center is located • High priority 	
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	<ul style="list-style-type: none"> • The Greenway Trials Master Plan identifies connection via Bay St.; however, we recognize the safety limitations of Bay Street due to road width, speed limit, and truck traffic volume • Connection to the John Walter Smith Park from Washington street is a much safer and convenient alternative, while tying into the bike loop • The segment was originally proposed to go through Huntingfield, but a more convenient and accessible route has been identified through the ES Adkins property • Discussion with the property owner to acquire a 20–25-foot strip of land along their back perimeter to connect Washington street to the JWS Park for a bicycle/pedestrian link is ongoing and shows great promise <p>2. Segment 2, DE/MD Railroad South</p> <ul style="list-style-type: none"> • Utilizing the rail trail to connect Snow Hill to Berlin is a logical means to maintaining and preserving the railway while allowing cycling and pedestrian connectivity • This connection should be a short-term priority segment • We would also recommend an alternative connection to the Snow Hill Bike loop • The rail line enters Snow Hill along Holly court and leads into the light industrial zone between Tyson Feed Mill and Helena Agricultural Enterprises. This is not ideal. However, by following suggestions from the Toole Design study, segment 15 (via segment 9) of that design could branch north-easterly to continue following Holly Court, circumventing the two industrial businesses. <p>3. Segment 9 US-113, South, and Segment 56 Bypass Road to Market Street</p>	
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	<ul style="list-style-type: none"> • A side path along 113 would be paramount in providing safe alternative travel access between the two Towns • It would also provide access to the MD State Park Shad Landing and the existing trails that are located in the central to southern region of the County • This network connectivity will attract dedicated cyclists • The Town of Snow Hill recommends re-prioritizing these segments from medium to short term • We also recommend a side path design for segment 56 • The Town recommends coordination with the Maryland State Park Service to connect the existing trails within the State Forest and at Shad Landing to create a continuous network. This would provide an off-road scenic alternative route for a significant portion of the US 113 segment <p>4. Segment 5 MD 365</p> <ul style="list-style-type: none"> • Connecting to Public Landing will improve safety conditions for existing riders and increase usability of the County amenity • Public Landing Road is often used by walkers and cyclists, but has a moderate level of traffic and high speeds <p>5. Connection NW- Salisbury, Furnace Town, Mallard Landing, and existing trails</p> <ul style="list-style-type: none"> • There are several important destinations to connect Northwest of Snow Hill <ul style="list-style-type: none"> • Furnace Town Historic site, Mallard Landing Campground and the existing greenway and water trails in this area • This increases the priority of segments 4, 57 and 29 • Routes along Nassawango Road 	
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	<p>(segment 57 and on) will begin an alternative connection to Pocomoke, avoiding US 113</p> <ul style="list-style-type: none"> • The Civic Pride Connection (Segment 4) will begin connections to Wicomico County and Salisbury • We recommend making segment 4 a short-term priority and Nassawango Road (Rt. 364) a medium priority 	
<p>TOWN OF POCOMOKE CITY</p> <p>President Bertino</p>	<p>Pocomoke City Project List and Destinations</p> <p>We wholeheartedly support this plan and wish to provide a list of projects shown as Attachment A to this letter. These projects will further expand and enhance recreational opportunities within the city and provide trail connections to other parts of the county and to Virginia where an extended rail-trail project is being considered.</p> <ol style="list-style-type: none"> 1. The overall need to improve existing sidewalk conditions and install new sidewalks including ADA accessible sidewalks on a citywide basis but especially in the vicinity of Pocomoke High and Elementary Schools. 2. Implement a shared railroad corridor/pedestrian pathway from the Pocomoke River southward to Old Virginia Road/Pocomoke Beltway in the vicinity of the elementary school (Phase 1) and to further extend this shared trail to the Maryland/Virginia State Border (Phase II). 3. Pedestrian safety improvements including extended sidewalks and better lighting at the intersection of Hwy 13 and 756/Old Snow Hill. This intersection is heavily used by pedestrians who shop at Walmart and neighboring commercial stores. 4. Construction of a pedestrian bridge from Linden Avenue eastward across Hwy 13 linking and reconnecting 	

	<p>residents of several apartment complexes to the shopping facilities.</p> <p>5. Improved bicycle path striping and signages along Market Street from the Pocomoke River bridge to Old Virginia Road.</p> <p>6. Improved sidewalk conditions and shared bike route connections along Clarke Avenue from downtown Pocomoke City extending westward to Unionville Road.</p> <p>7. Improved off and on-road bicycle and trail connections from Pocomoke City to the Pocomoke River State Park and to Snow Hill.</p> <p>8. Expand and create new nature trails tying into the existing nature trail from Cypress Park/Winter Quarters to further connect the former golf course pedestrian paths and into the large, wooded tract owned by the city.</p> <p>9. Pavement widening and bicycle markings for approximately 1400 feet along MD 366 East/Stockton Road from Hwy 13 eastward to Newtowne Park with further connections to the Pocomoke Beltway bike on-road bike trail.</p> <p>10. Expanded river board walk from the Laurel Steet Boat Ramp westward to Hardwire's river board walk for approximately 2,000 feet.</p> <p>High/Medium Priority Destinations:</p> <p>The list also includes additional high to medium priority destinations that we wish to be reflected in the County's Master Plan. We recommend that the plan consider adding a prioritized list of greenways and trail projects/segments summarized for each political subdivision based on criteria such as demand, impact, cost, feasibility, and partnership potential.</p>	
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	<p>We agree with the plan's identification of high/medium priority destinations for greenways and trails; however, we would like to expand this list to encompass all of the following:</p> <ul style="list-style-type: none"> • Pocomoke Downtown Historic and Business District that includes: <ul style="list-style-type: none"> ○ Delmarva Discovery Center Museum ○ Sturgis One Room School House ○ Marva Theatre ○ Costen House ○ Community Garden/Corner Sanctuary • Worcester County/Pocomoke City Library • Pocomoke Train Depot • Cypress Park Recreation Complex and Nature Trail • Laurel Street Boat Ramp/Riverwalk • Winter Quarters Recreation Area/ Frisbee Golf/Log Cabin/ Boat Ramp • Pocomoke High, Middle, Elementary Schools • Lower Shore YMCA 	
Diane Stelzner, Secretary of South Point Association		"I see no mention about the "spur" from Rt. 611 down South Point Road to Rum Point."
Ed Kelleher		"I think it would be wonderful if there was a way to get to Ocean City without getting into a car. The roads in Ocean Pines are not very good for biking. Robin Hood trail is nice to run on, although somewhat small and short and not good for bikes. It is dangerous to attempt to bike or walk from Ocean Pines to Rte. 50. Once you get to Rte. 50, there are some bike paths, but they do not seem to be connected very well as far as I can see."
Martha Denk		"It looks to me that there is still no safe connection to rt. 50 east or west of Keyser Point Road. With the Ocean City Elementary School, the Nature Park, and the many seasonal workers, and year-round residents, I would like to see this area moved up to a short-term priority. The Eastern Shore International Mountain Bicycling Association West O Pedal and Pedestrian Committee, have met with and worked with local leaders many times over the years... I hope you

		will take into consideration the importance of safe biking and walking trails in the Golf Course rd., Center Drive, Keyser Point rd., Rt. 50 area."
Maryland Forest Service Pocomoke State Forest	<p>Forest Service's priority list is as follows:</p> <p>Wildlands trail –</p> <ol style="list-style-type: none"> 1. Will connect Snow Hill to Shad Landing State Park and the Pocomoke State Forest 2. In the early stages of planning 3. Will be a natural surface trail not designed for commuting, road bikes, etc., so improved pathways on 113 and through Snow Hill would still be needed. <p>Former Bay Club golf course property</p> <ol style="list-style-type: none"> 4. Located just outside of Berlin, creating access along Libertytown Road and/or fee simple acquisitions of adjacent properties by the State could be used to make direct connections to Berlin <p>Better accessibility on Rt. 12 / Rt. 113 to connect to neighboring towns, counties, and states to the large contiguous blocks of State managed property in central and southern Worcester County.</p>	
<p>Backstreet Bikes Inc</p> <p>President Stephanie Hawley</p> <p>"Backstreet Bikes Inc accepts donated bikes, refurbishes and recycles them and gives them out at no charge to adults and children in our local community that cannot afford one."</p>	<p>Backstreet Bikes priorities would be:</p> <ol style="list-style-type: none"> 1. Designated bike/walk lanes that are well marked leading to our local schools-Snow Hill Elementary School, Snow Hill Middle School and Snow Hill High School, along Coulborne Lane, Church Street and Market Street. 2. Designated Bike/walk lanes that are well marked leading from our historic downtown area out Market Street toward Rt. 113, This area is important because it includes our only grocery store (Food Rite), Dollar General and Snow Hill Pharmacy. 3. Designated Bike/walk lanes that are well marked 	I would also like to say Backstreet Bikes endorses the recommendations that the Town of Snow Hill has submitted and well as the recommendations of Worcester County Bike and Pedestrian Coalition.

	along Bay Road leading to our beautiful Worcester County Park, JW Smith Park and along Market Street leading to beautiful Byrd Park, inside the town of Snow Hill.	
<p>Virginia's Eastern Shore Rail Trail Foundation</p> <p>George Mapp, Chairman, Eastern Shore Rail Trail Foundation</p> <p>Ron Wolff, Executive Director, Eastern Shore Rail Trail Foundation</p>		<p>We at Virginia's Eastern Shore Rail Trail Foundation are excited about the prospects of connecting Virginia and Maryland trails. Our organization was created 2 years ago by the Accomack-Northampton Transportation District Commission to sponsor conversion of the Bay Coast Railroad (Pocomoke City to Cape Charles) into a trail. Executive Director Ron Wolff has presented at town hall meetings and community groups. As a result, all the Virginia towns have submitted resolutions of support. As of March 2024, there are approved state (SMART SCALE) and federal (RAISE) funds for approximately half of the 49-mile trail from Cape Charles to Hallwood. VDOT plans to begin construction on the Cape Charles-to-Cheriton segment next January.</p> <p>We have reviewed the proposed concept map for Worcester County and the proposed interstate trail connections. West of Rt. 13, the section from Hallwood to Pocomoke is still an operating railroad. East of Rt. 13, the proposed connection at Greenbackville would connect to the secondary road that runs parallel to Rt 13 along most of the Virginia peninsula. In the past, Chincoteague has considered bike lanes along the causeway, however, there currently are no plans that we are aware of.</p>
<p>Ocean Pines Association, Inc</p> <p>Richard Farr, President John Viola, General Manager</p>	<p>In review of the plan Ocean Pines has the following suggested feedback and recommendations on the draft plan which was reviewed by the Ocean Pines Bike and Pedestrian Community Work Group.</p> <ul style="list-style-type: none"> • Prioritize 589 off-road trail in 3 phases <ul style="list-style-type: none"> • Connect south and north gates of Ocean Pines • North gate to schools and Showell Park • Southgate to Gray's Corner Road • Add Ocean Pines Beach Club as a priority 	<p>Ocean Pines fully supports Worcester County efforts in planning and investing to improve and expand safe routes for people to walk and bike to recreation, jobs, and daily needs. We are a strong advocate for the plan and the goals and objectives of the plan not just for our residents, but for the environmental and economic impacts of the plan to all that live or visit Worcester County.</p>

	<p>destination in Ocean City</p> <ul style="list-style-type: none"> If and when Route 90 is redesigned and widened, the bike and pedestrian bridge should be an off road, separate path 	
<p>Worcester County Bike and Pedestrian Coalition</p> <p>Patricia Stevens, Chair – Worcester County Bike and Pedestrian Coalition and Eastern Shore Representative- Maryland Bike and Pedestrian Advisory Committee</p>	<p>Coalition members identified the Top 10 routes that would have the greatest positive impact</p> <p>Top 10 county connecting routes with most impact</p> <ul style="list-style-type: none"> Berlin to Snow Hill trail along MDDE Railway (#2) MD 589 side path from Showell Park to Route 50 (#3) US 113 side path from Snow Hill to Pocomoke City (or alternate route) (#9) *MD 90 side path across the bridge to Coastal Highway (#13) Berlin Bikeway Trail Main Street to Bay Club Trails on Libertytown Rd (#14 & 27) MD 376 side path along Assateague Rd/Bay Street Berlin to Assateague (#15) *Bridge Bike/Ped crossing over Route 113 connecting East and West Berlin (#26) *MD 611 side path from Route 50 to Assateague Island Visitors Center (#28) Pocomoke Beltway side path to Pocomoke Elementary School, Newtown Park (#30) Berlin to Ocean City–Greys Corner Bike Lane or trail on utility ROW to bridge (#34, 35 & 38) <p>Connecting routes between neighboring jurisdictions</p> <ul style="list-style-type: none"> Route 12/Market Street side path from Snow Hill to Wicomico Line (#4) 146th Street to Dukes Rd in N. Ocean City to trail networks in Fenwick Island Routes to connect with Eastern Shore of Virginia Rail Trail in South County 	<p>To build on this and move from planning to action, the Coalition respectfully requests that the Commissioners consider these next steps for implementation:</p> <ul style="list-style-type: none"> Include the Greenways and Trails Master Plan in the Comp Plan update and in the development review and planning process so that connecting bike and pedestrian routes becomes part of the design guidelines and zoning maps as they are updated. Include the short-term priority routes identified in the Master Plan in the Transportation Priority Letter that Worcester County submits to MDOT annually. Active transportation projects including sidewalks, trails, and crosswalks are included in most other county transportation priority letters. Include the existing county-wide bike and pedestrian safety issues and corridors identified by Mead & Hunt in the Greenways and Trails Master Plan in the Strategic Highway Safety Plan for which an RFP was recently posted. Designate a department and staff or contract resource with responsibility for developing an action plan and securing grants for feasibility studies, design, and construction of the priority routes identified in the Master Plan. Significant federal and state funding is available to plan and build trails and greenways and to improve the safety of intersections and traffic patterns for all road users. Allocate funding for this resource and for matching funds required by most grants in future Worcester County budgets.

<p>Beach to Bay Heritage Area</p> <p>Lisa Challenger, Executive Director</p>	<p>Our objectives are to:</p> <ul style="list-style-type: none"> • Elevate the region's outstanding water trails to position us as a flatwater destination for paddlers • Strengthen the safety, connectivity and amenities of the region's bike trails to position us as a premiere cycling destination <p>With these objectives in mind, I would like to support the following as our priority projects which would have the greatest impact both in population and usage as well as connectivity and safety:</p> <ul style="list-style-type: none"> • Connecting Berlin-Snow Hill via a Rails with Trails connection. This project is connecting communities and would allow a large population center (Ocean City, Ocean Pines, Berlin) to travel safely, off-road to Snow Hill where increased tourism is sought after. • Connecting Snow Hill-Pocomoke City through the trail along the Pocomoke River to Shad Landing to Mataponi Landing and then on to Pocomoke City. Again, it's critical to be able to connect communities and is one of the top priorities of the State Highway Administration's Recreational Trails Grant Program. • Rt 589. This is a highly traveled road and is not geared to sharing the road with bicycle traffic. The fact that most housing costs price seasonal workforce out of the market in Ocean City, leaving them to live in parts west of Ocean City, makes this a high priority due to safety and high usage. This would also include a safe connection to West Ocean City where some pedestrian/bike paths already exist. 	
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Attachment 2

Greenways Trails Master Plan

Attachment 3

Appendix A



Greenway Trails Master Plan

Mead
& Hunt

February 10, 2025



Worcester County Greenway Trails Master Plan

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Worcester County Greenway Trails Master Plan

Introduction

Worcester County is a gem of Maryland's Eastern Shore known for its distinctive culture, history, and natural beauty. The County is home to oceanfront resorts, historic communities, productive farmlands, picturesque landscapes, and pristine beaches. The County also is home to the cherished Assateague Island National Seashore and Pocomoke River State Parks. Additionally, Worcester County is known for its vibrant arts community, with local theaters, galleries, and festivals showcasing the talents of local artists. With relatively flat landscapes, scenic quality, strong tourism economy, and temperate weather - Worcester County is ideally suited for bicycle travel.

Worcester County continues to evolve and thrive, attracting people with its natural beauty, job opportunities, cultural attractions, and recreational amenities. This Greenway and Trail Master Plan can help position Worcester County to be a leader in active transportation with healthy, equitable, and sustainable greenways.

What are Greenway Trails?

Greenway trails are corridors through natural areas connecting people walking, biking, or using other non-motorized ways to travel and reach destinations. These are pathways catering to a wide range of people, such as:

- Someone on a causal stroll, perhaps walking a pet or with friends and family
- Someone who commutes without their own car
- Joggers and long-distance runners
- Equestrian horseback riders
- Occasional and avid cyclists and hikers

In some cases, greenways may not cater to all of these people. Greenways can vary in length, facility type, and surrounding environment. However, it is important that greenway design have a focus on accessibility, safety, connectivity, and environmental sustainability. Worcester County provides a wide range of greenway options for different types of people and their preferences to get outside and be active.



Figure 1 - Boardwalk trails on Assateague Island



Figure 2 Mid-day at the Ocean City Boardwalk in Winter



Figure 3 - Cedar Hall Wharf

Why Greenway Trails?

Why Not? Greenways serve an important role by connecting people with open space, offering opportunities for recreation, providing transportation alternatives, improving roadway safety, and supporting economic development. Greenways offer affordable and fun alternatives to get places. They attract people, both local and from afar, who contribute to the local economy by spending on accommodations, dining, shopping, and other services. Additionally, greenways enhance property values, making nearby residential and commercial real estate more attractive to investors and potential buyers. By offering a pleasant and accessible environment for physical activity, greenways promote the health and well-being of residents.

Overall, greenways serve as economic engines, driving investment, creating jobs, and fostering sustainable growth, while simultaneously providing social and environmental benefits to communities. This Greenway and Trail Master Plan can help position Worcester County to be a leader in active transportation with healthy, equitable, and sustainable greenways that are accessible to all ages and abilities.



Figure 4 – Millville Road

Greenway Trails are Good for Jobs and the Economy

Trails, bikeways, and greenways often help to support local businesses and economic growth. Additionally, non-vehicular modes of transportation provide significant direct and indirect economic benefits. To start, cost of travel is much cheaper when people choose to walk or bike with lower fuel consumption and vehicle costs. This is particularly helpful for a young summer workforce who live in Worcester County seasonally, and often times without access to a personal vehicle. Without investing in greenway connections, this cost saving may not be attainable to many who could benefit.

Across the region and nationwide, it's been found that investment in trails helps to increase jobs and attract tourism spending. Some documented examples of these economic benefits include:

- A study by The University of Massachusetts found that for every \$1M spent on Active Transportation Infrastructure, an additional 14.4 jobs were created. By comparison - for every \$1M in road spending, only 7 jobs were created.¹

¹ University of Massachusetts, Pedestrian and Bicycle Infrastructure: National Study of Employment Impacts, Garriett-Peltier (2011), [Microsoft Word - Bikes_cover.doc \(headwaterseconomics.org\)](https://www.headwaterseconomics.org/microsoft-word-bikes-cover.doc)

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- In a survey of 18 businesses along the Great Allegheny Passage (GAP) in western Maryland, 12 stated that the proximity of the trail influenced their decisions to expand their business. Businesses surveyed along the GAP reported that in 2013, 34% of their annual business originated from the trail; in 2014 the average increased to 41%. Users report spending approximately \$18 on day trips. Of all trail users along the GAP, 62% plan overnight visits and spend an average of \$124.58 per night.²
- The North Carolina State University published a conservative estimate of the economic impact bicyclists' have on the northern Outer Banks in coastal North Carolina is \$60 million annually. This impact produces additional benefits to the local economy, including creation or support of 1,400 jobs and increased sales to local restaurants, retail stores, and lodging establishments.³
- On the Virginia Creeper Trail, a 34-mile trail in southwestern Virginia, locals and nonlocals spend approximately \$2.5 million annually related to their recreation visits. Of this amount, nonlocal visitors spend about \$1.2 million directly into the local economies.⁴
- Another study by the New York City Department of Transportation found consistent sales revenue growth and jobs growth when new bicycle and pedestrian access is built in places nationwide.⁵ That study included a ten year follow up, which found sales remained strong and continued to grow for the years that followed new pedestrian and bicycle investments.⁶



Figure 5 - In Virginia Beach - a resort town south of Worcester County - cyclists regularly use the bikeway network to access jobs and visit tourist destinations. Ocean City doesn't have a safe and connected bike network for people coming from the mainland.

² Trail User Survey and Business Survey Report, <https://www.trailtowns.org/wp-content/uploads/2015/08/2015-GAP-Report.pdf> (2015)

³ North Carolina Department of Transportation, [Pathways to Prosperity: The Economic Impact of Investments in Bicycle Facilities: A Case Study of the North Carolina Northern Outer Banks](#) Lawrie et al, (2004)

⁴ Sage Journals, [\[PDF\] Estimating the Economic Value and Impacts of Recreational Trails: A Case Study of the Virginia Creeper Rail Trail | Semantic Scholar](#), Bowker et al (2007)

⁵ New York City DOT, [Economic Benefit of Sustainable Streets](#) (2012)

⁶ Streetsblog, [Business Grew After Controversial Bike Lane Installed, Data Show](#), Coburn (2022)

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Greenway Trails Help Increase Property Values

Research has shown that the presence of trails can increase property values. Potential homeowners are often enticed to purchase homes in areas with trails because these amenities provide opportunity for recreation, exercise, access to nature, and opportunity for community interaction.

- A University of Delaware research study identified that homes within 50 meters of bike paths commanded a 4% price premium in New Castle County, Delaware.⁷
- The National Realtors Association found that overall, people prefer to live in walkable communities.⁸
- A 2019 paper compiled twenty hedonic analyses and found that proximity to a trail resulted in home prices that typically were between 3% and 5% higher than those of comparable homes in the area.⁹
- The Journal for Real Estate and Finance found that trail adjacency is associated with a 2% house price premium; Greenbelt adjacency is associated with a 3% house price premium; Greenway adjacency (trails with greenbelts) is associated with a 5% house price premium.¹⁰



Figure 6 - Downtown Berlin

Using Greenway Trails can Improve Health and Fitness

Individual health has shown to be improved by low-impact, cardio-vascular exercise, such as bicycling and walking, which burns calories, tones muscles, and reduces stress. Studies have shown that exercise and access to open space can also improve moods and productivity and be therapeutic by releasing endorphins. Furthermore, studies have shown that access to nature can improve one's mood, attention span, attitude, and overall health.¹¹ By creating spaces for walking and bicycling through Greenway trail expansion, Worcester County is introducing more opportunities for individuals to add exercise into their daily routine at any age or ability.

Greenway Trails are Good for the Environment

Bicycling and walking are energy efficient and indirectly reduce negative environmental impacts. Human-powered and emission-free modes of transportation have little to no carbon footprint, and trail facilities require less space for travel lanes and parking. Together, this reduces the overall impact on the environment.

⁷ University of Delaware, [Property Value/Desirability Effects of Bike Paths Adjacent to Residential Areas](#), Racca and Dhanju (2006)

⁸ National Association of Realtors, [Community and Transportation Preference Survey](#) (2017)

⁹ Journal of Park and Recreation Administration, [The Impact of Greenways and Trails on Proximate Property Values: An Updated Review](#), Crompton and Nicholls (2019)

¹⁰ Journal of Real Estate Finance and Economics, [The Relative Impacts of Trails and Greenbelts on Home Price](#), Asabere (2009)

¹¹ Louv. 2005. Last Child in the Woods. Algonquin Books



Figure 7 - Cedar Hall Wharf Road is a popular route for road cyclists

Worcester County's Greenway Trail Network Vision and Goals

There are too many benefits to ignore – so the time is now to start investing in Greenways. While Worcester County already has some attractive and popular greenway trails, expanding the network to provide greater access and connectivity can provide significant benefits countywide. The Goals of a Countywide Greenway Network are to:

- ✓ Provide a safe, comfortable, and connected network of trails and bikeways
- ✓ Connect people who chose to walk or bike to important destinations and scenic areas throughout Worcester County
- ✓ Support economic development with enhanced recreation and transportation amenities
- ✓ Support public health with opportunities for exercise and access to open space
- ✓ Support environmental sustainability by reducing emissions from automobile travel
- ✓ Limit impacts to sensitive resources and private properties.

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To achieve this vision, this Master Plan goals are:

- ✓ Identify key origins, destinations, and trail corridor opportunities, including along existing roadways, utility corridors, parklands, or railroad rights of way.
- ✓ Identify safe, convenient, and cost-effective opportunities to make trail connections.
- ✓ Identify opportunities for additional trail amenities such as trailhead parking, wayfinding, seating areas, playgrounds, interpretive signage, landscape enhancements, or other amenities supported by community members.
- ✓ Identify engineering constraints such as a need for stormwater management, bridges, roadway crossings, or right of way acquisition.
- ✓ Inventory and assess existing environmental resources, including sensitive habitats and ecosystems, historic sites, and cultural amenities, and identify the permitting and regulatory requirements for any potential impacts.
- ✓ Build partnerships with key stakeholders for project support and participation, including potential for partnerships in trail funding and maintenance.
- ✓ Position priority trail corridors for the next steps towards implementation, including strategies to secure grant funding with the Maryland Department of Transportation Kim Lamphier Bikeways Grant program or through a multitude of Federal grant opportunities.

Public Engagement

Another key element of the planning methodology for this Master Plan has been public engagement. Through the winter and spring of 2024, the project team met with stakeholders, hosted a public meeting, and collected online feedback to learn about community goals and preferences. Nearly 500 individuals shared feedback representing county residents (77%) as well people who only work in the county, own a vacation property, or occasionally visit. Over 87% of people who responded to the survey expressed support for investment in more Greenway Trails throughout Worcester County. Additional feedback includes:

- Preference for separated shared-use trails instead of on road or shared lane bike routes.
- Provide more comfortable opportunities for "casual cyclists" and less experienced riders as well as more experienced road cyclists.
- Make a longer and connected network to have safe and convenient access to destinations without gaps or barriers.
- Consider safety improvements for high crash areas and in places where trails may cross dangerous roads.
- Connect important destinations to connect include parks, scenic areas, downtown areas, schools, neighborhoods, shopping areas, healthcare centers, employment centers, existing trail heads, and boat launches.
- Consider adding wayfinding signage, lighting, rest areas, trailhead parking, water fountains, and bike parking along the trails.
- Protect sensitive environmental features and preserve the rural landscape.

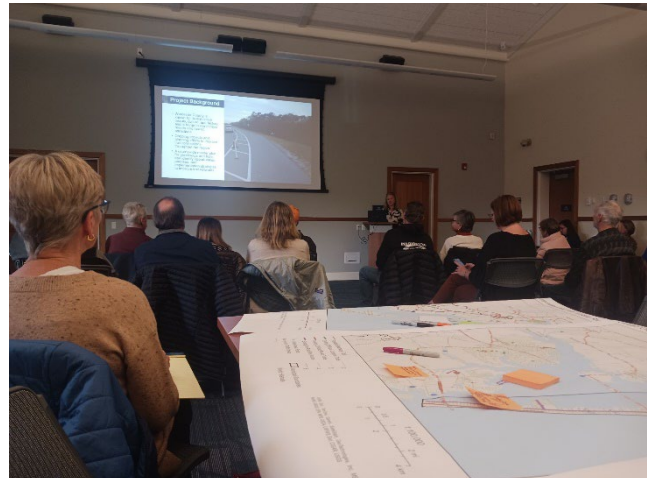


Figure 8 - Greenways Master Planning Public Meeting in February 2024 held at the Worcester County Public Library – Berlin

Additionally, community members shared specific destinations and greenway trail route suggestions to improve safety and expand access throughout Worcester County.

Existing Conditions

Understanding the existing environment is an important step in identifying the opportunities and constraints for new greenway trail investments.



Figure 9 - Wooden Dock to the waterfront in Ocean Pines

Demographics and Land Use

According to the 2020 Census, 52,460 full-time residents resided in Worcester County over 468 square miles of land. Worcester County is one of the region's largest tourist destinations with over 8 million annual visitors to Ocean City and over 2 million annual visitors to Assateague Island¹². The population density is 112 people per square mile though about 70% of the population resides in the most northern third of Worcester County's area. About 55% of the population lives within Berlin, Ocean City, Ocean Pines, Pocomoke City, Snow Hill, and West Ocean City. Non-Hispanic Whites made up 79% of the population though some census block groups in the southern and central portions of Worcester County are

¹² [Media | Ocean City, Maryland \(ococean.com\)](#), [Tourism to Assateague Island National Seashore Contributes \\$116,000,000 to Local Economy - Assateague Island National Seashore \(U.S. National Park Service\) \(nps.gov\)](#)

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majority-minority including most of Pocomoke City. People over the age of 62 made up 32.6% of the population in the County compared to 18.1% of the state's population. According to the 2018-2022 American Community Survey¹³, median household income in Worcester County was \$76,689, slightly more than the national median but lower than the state median. 8.2% of residents live below the national poverty level, lower than the percentage of residents living below the poverty level in Maryland (9.3%) and nationwide (12.5%). Census tracts 9510 (containing most of Berlin), 9513 (containing all of Snow Hill), and 9515 (containing all of Pocomoke City) are considered disadvantaged communities according to the U.S. Council on Environmental Quality due to high rates of expected agricultural loss and a high percentage of people living in households where income is below twice the federal poverty level.¹⁴

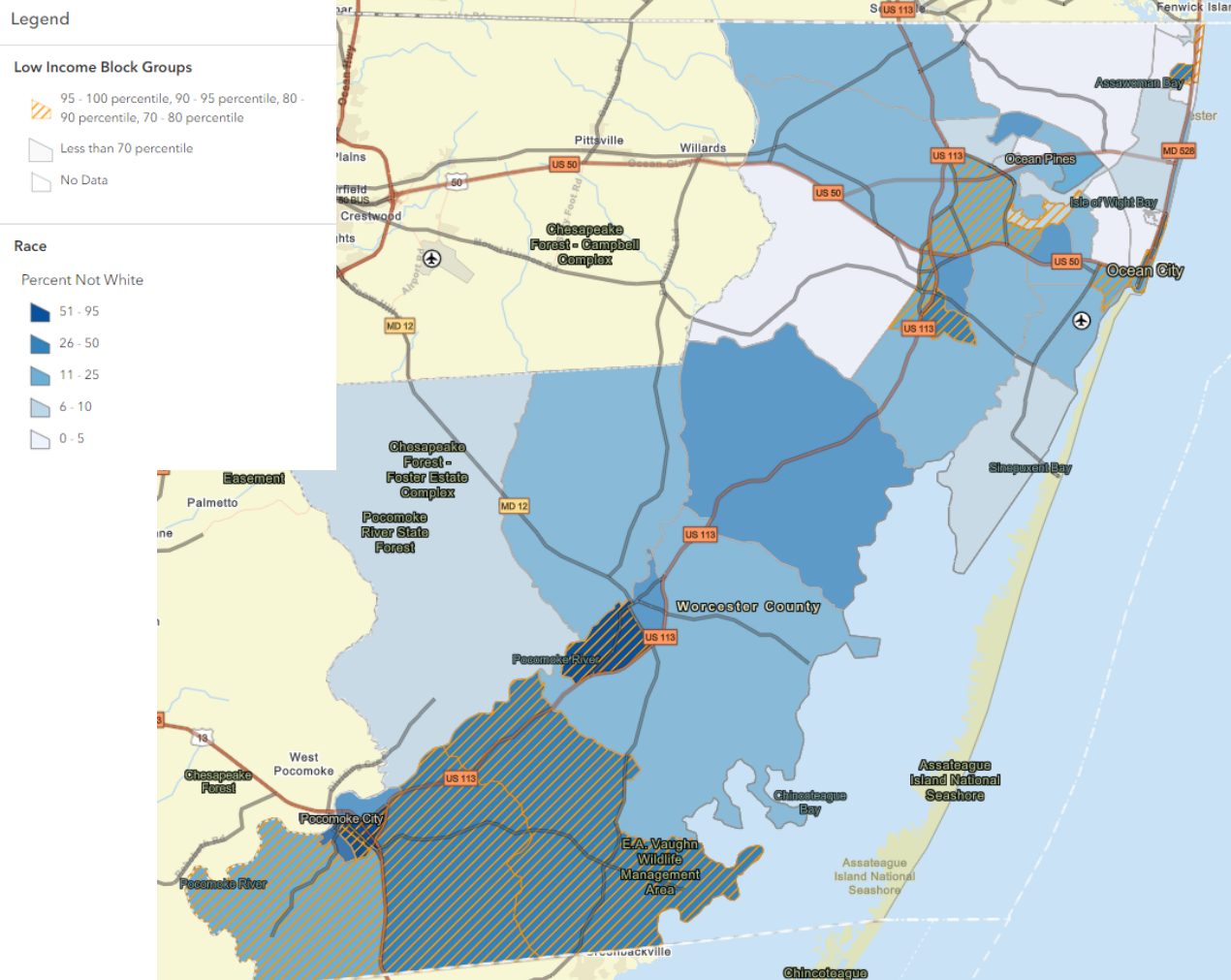


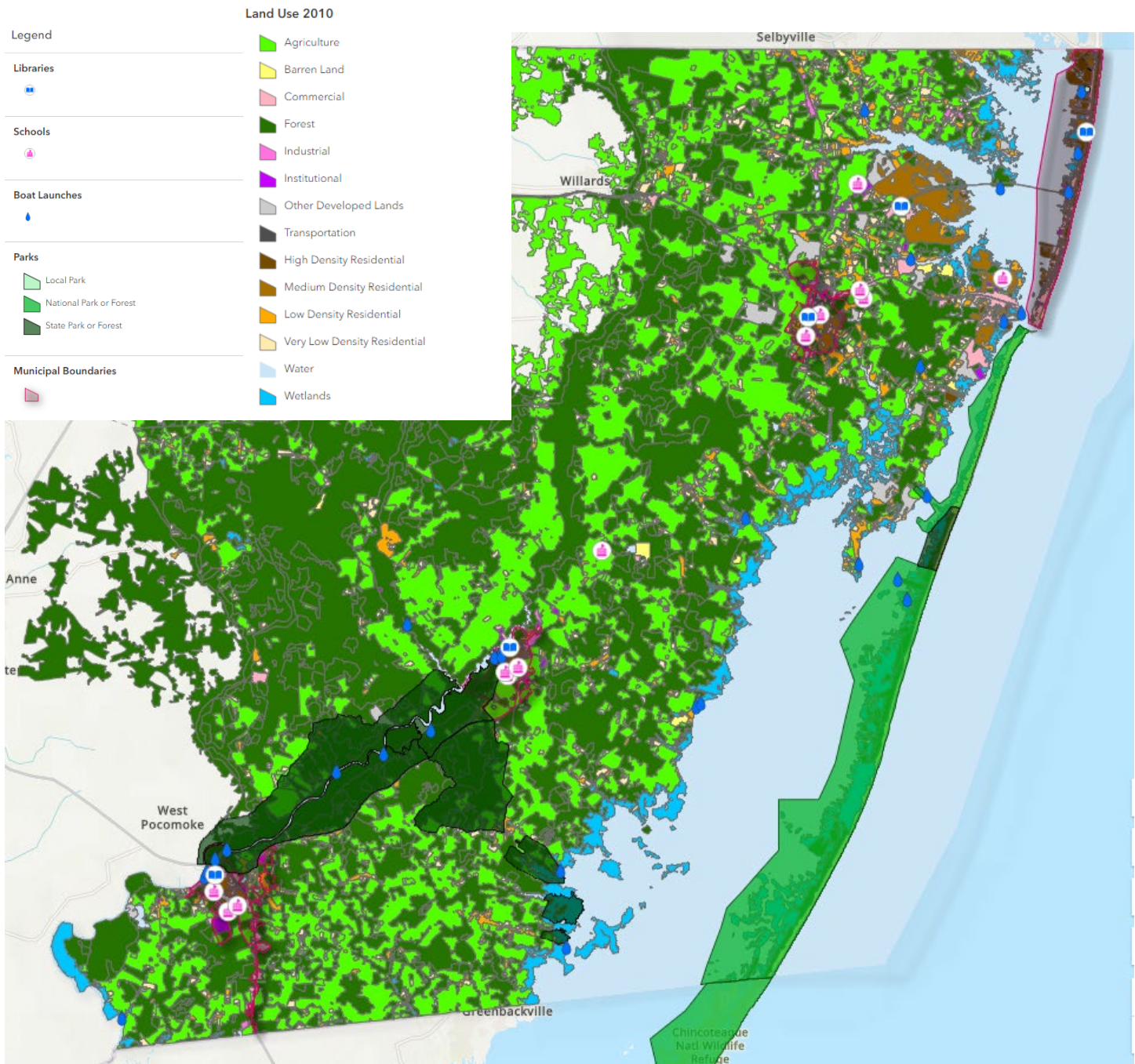
Figure 10 - Census Data for Worcester County

Most of Worcester County is rural. Agriculture and forest dominate the county's land use. The northeastern portion of Worcester County where most people reside features primarily medium and high-density residential areas and many commercial development areas. Most of the eastern coast features tidal wetlands. Much of the more rural western Worcester County is contained within conservation easements, particularly around Pocomoke State Forest, and land owned in fee by the state government.

¹³ [American Community Survey \(ACS\) \(census.gov\)](https://census.gov)

¹⁴ [Explore the map - Climate & Economic Justice Screening Tool \(geoplatform.gov\)](https://geoplatform.gov)

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The area is also rich with natural environmental resources. As a coastal landscape, Worcester County has significant amounts of wetlands and waterways, many of which are tidal. This is a sensitive landscape limiting development potential, but also creating beautiful scenic areas from which the County has become known worldwide.

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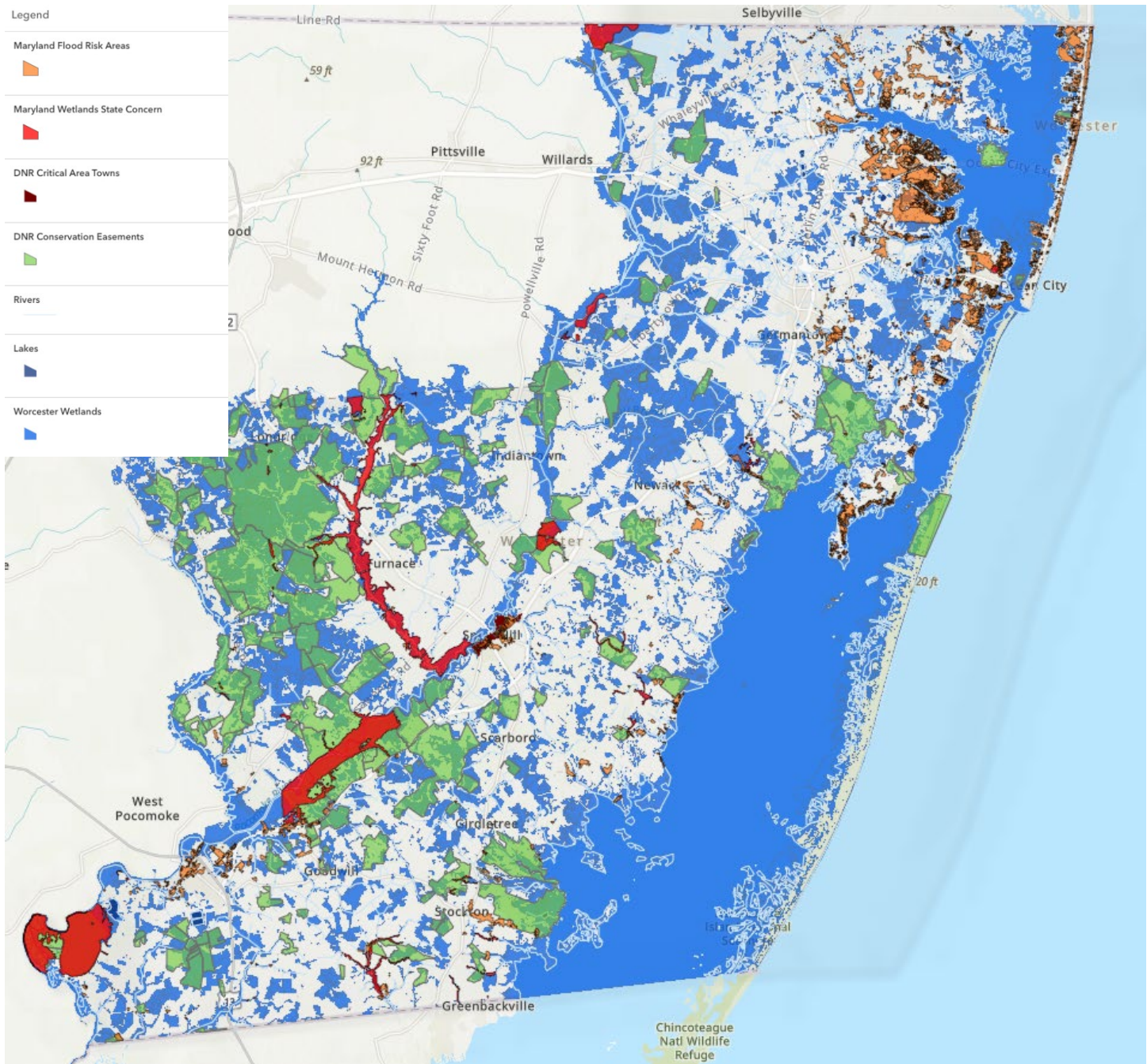


Figure 12 - Environmental Resources in Worcester County

Previous Studies

There has not been a previous greenways, bicycle, or pedestrian plan undertaken specifically for Worcester County. However, Worcester County's recreational programming goals have been guided by Maryland's Land Preservation and Recreation Plan and the 2006 Worcester County Comprehensive Plan. The objectives of the comprehensive plan included to "provide greenways within and around developments for environmental and recreational purposes," "integrate

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walking trails and bikeways into new development' greenway system," and "encourage [the use of] non-vehicle transportation."¹⁵

The most recent Worcester County Land Preservation, Parks and Recreation Plan was completed in 2023.¹⁶ The Plan identifies locations and recreational opportunities at Worcester County's park and recreation facilities and reviews where more parks and recreational services are needed. The plan found that 96% of Worcester County's population lived within five miles of a walking trail and 99% of the county's population within the same distance from a park or recreational area. The 4% not near a walking trail primarily lived around Newark between Berlin and Snow Hill. Zooming in, the plan found that Berlin and Ocean Pines had 66 and 51 percent of its population within a half-mile of trails respectively while West Ocean City, Ocean City, Snow Hill, and Pocomoke City have less than a third of their population within a half-mile of trails (note: this study did not include the Ocean City boardwalk or its bike lanes as trails). The study also found parks within walkable distance to the County's most densely populated areas besides West Ocean City. Areas with the lowest park equity are within Berlin and Pocomoke City. Thus, the plan suggests focusing land acquisition for recreational uses particularly in West Ocean City, Berlin, and Pocomoke City.

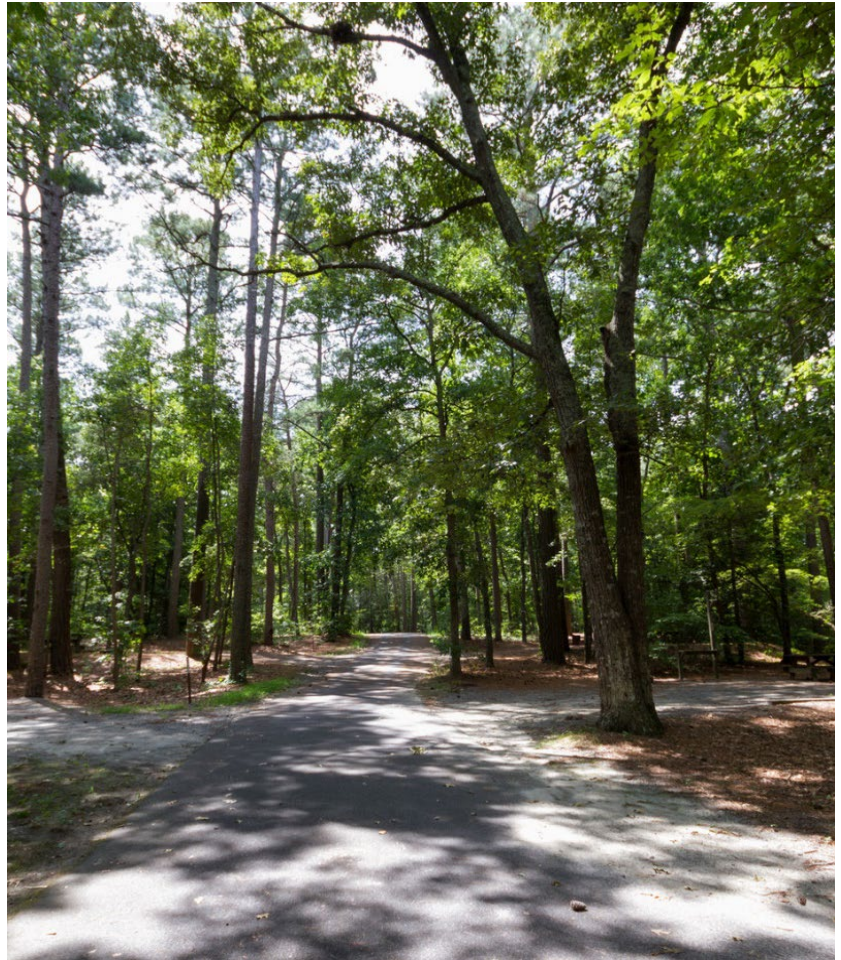


Figure 13 - Trails in Pocomoke State Park

With the help of other partners, the Eastern Shore Land Conservancy is developing an Eastern Shore Regional Trail Vision that began with a Trail Vision map developed with trail advocates in 2022.¹⁷ The map envisions connecting trails in Worcester County across all of the counties in the Eastern Shore of Maryland. The map has thirteen trail routes within Worcester County, with four of the routes continuing to Salisbury and one traveling from the Maryland-Virginia border through Pocomoke City into central Somerset County.

Berlin and Snow Hill have also developed municipal trail plans since 2010. Both plans suggest the municipalities should focus particularly on former rail corridors that are being converted into trails. Berlin's 2013 Walkable Bikeable Berlin plan recommends three inter-connected trail networks around Berlin: Berlin Trail Network (trails inside the Town), Berlin

¹⁵ Worcester County Department of Development, Review, and Planning, [The Comprehensive Development Plan Worcester County, Maryland](#), (2006).

¹⁶ Worcester County Department of Recreation & Parks and Worcester County Department of Environmental Programs. [2023 Worcester County Land Preservation, Parks, and Recreation Plan](#).

¹⁷ [Eastern Shore Regional Trails Network \(arcgis.com\)](#)

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Greenbelt Trail (a trail part of the Town's growth boundary), and Assateague Greenway (a trail connection between Berlin and Assateague Island National Seashore).¹⁸

Snow Hill's 2022 Bikeway Feasibility Study recommends the town to be a regional trail tour town. The town would like to extend the Riverwalk in the future to Byrd Park via Bank and Market Streets, and a bikeway could work in concert with the Riverwalk to make it a complete active transportation corridor. Extending a trail to Byrd Park and beyond would also serve as the in-town portion of a trail to Shad Landing. The plan also proposes a Snow Hill bikeway that creates a 3-mile loop through town that connects several destinations such as downtown, parks, and schools with two proposed extensions to the loop that would add another 1.2 miles and make connections to John Walter Smith Park.¹⁹



Figure 14 – Shared lane marking on Market Street in Snow Hill

¹⁸ Lower Shore Land Trust, [Master Walkable Bikeable Plan](#), (2013).

¹⁹ Snow Hill, [Snow Hill Bikeway Feasibility Study](#), (2022).

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Other municipal plans recently completed in the area include Salisbury's 2018 Rails with Trails Master Plan and 2017 Salisbury Bicycle Network Plan.²⁰ Salisbury is not in Worcester County but its actions are influential regionally. Salisbury's plans focus on greater trail access on specific corridors within the city to enliven economic development.



Figure 15 - Stephen Decatur Park Nature Trail

Existing Greenway Trail Network

Worcester County has several well-renowned greenways, particularly along its coasts. The most used facilities are the Ocean City Boardwalk and the trails within the Assateague Island National Seashore and Assateague State Park. Assateague's paved trails include the Stephen Decatur Memorial Road and Bayberry Drive side paths as well as the Verrazzano pedestrian bridge over Sinepuxent Bay. There is also a significant network of unpaved trails along Assateague Island.

There are also many trails in the interior of the county. There are trails within each of the 14 parks operated by Worcester County. Pocomoke River State Park southwest of Snow Hill has an abundance of walking trails. North of Pocomoke River State Park

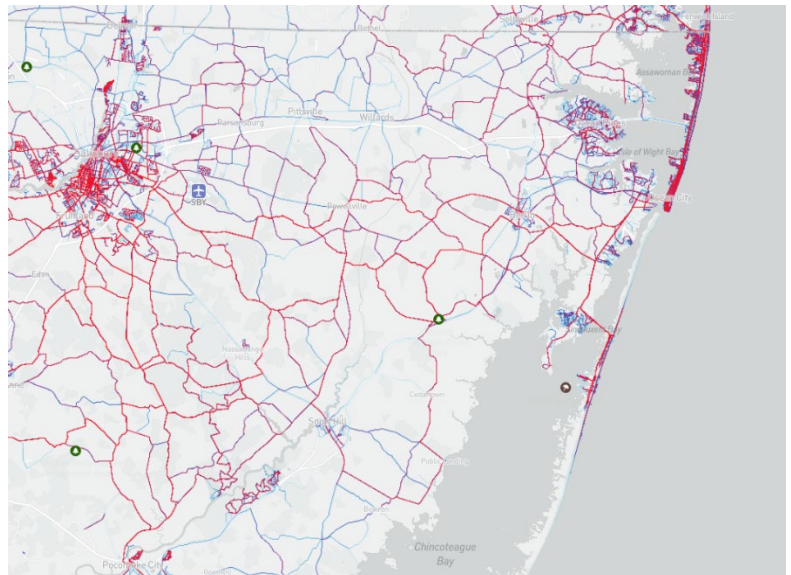


Figure 16 - [Strava Global Heatmap](#) of popular routes for active transportation in Worcester County and the surrounding area

²⁰ [Salisbury Rails with Trails Master Plan](#) (2018)., [Salisbury Bicycle Network Plan](#) (2017).

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are several trails including the Paul Leifer Nature Trail around Furnace Town, a major historic attraction in the interior of the county. In northeastern Worcester County near the Delaware border is Grey's Creek Nature Park, which features a one-mile upland trail that was completed near the start of the decade.

Each of Worcester County's population centers offer multiple short walking trails as well as several recreational trails connecting much of the residential areas of Ocean Pines but not as well linked to nearby commercial areas. West Ocean City has a side path along a major section of commercial development on US 50 and a modest sidewalk on the US 50 bridge into Ocean City. Besides sidewalks in Ocean City, a bike lane runs along the major corridor of Philadelphia Avenue/Coastal Highway.

There also several water trails for canoes and kayaks to explore the natural beauty of Worcester County. The Bogiron water trail connects Furnace Town, Snow Hill, and Shad Landing in Pocomoke River State Park. The Sinepuxent Water Trail in Sinepuxent Bay offers a majestic view of Assateague Island.

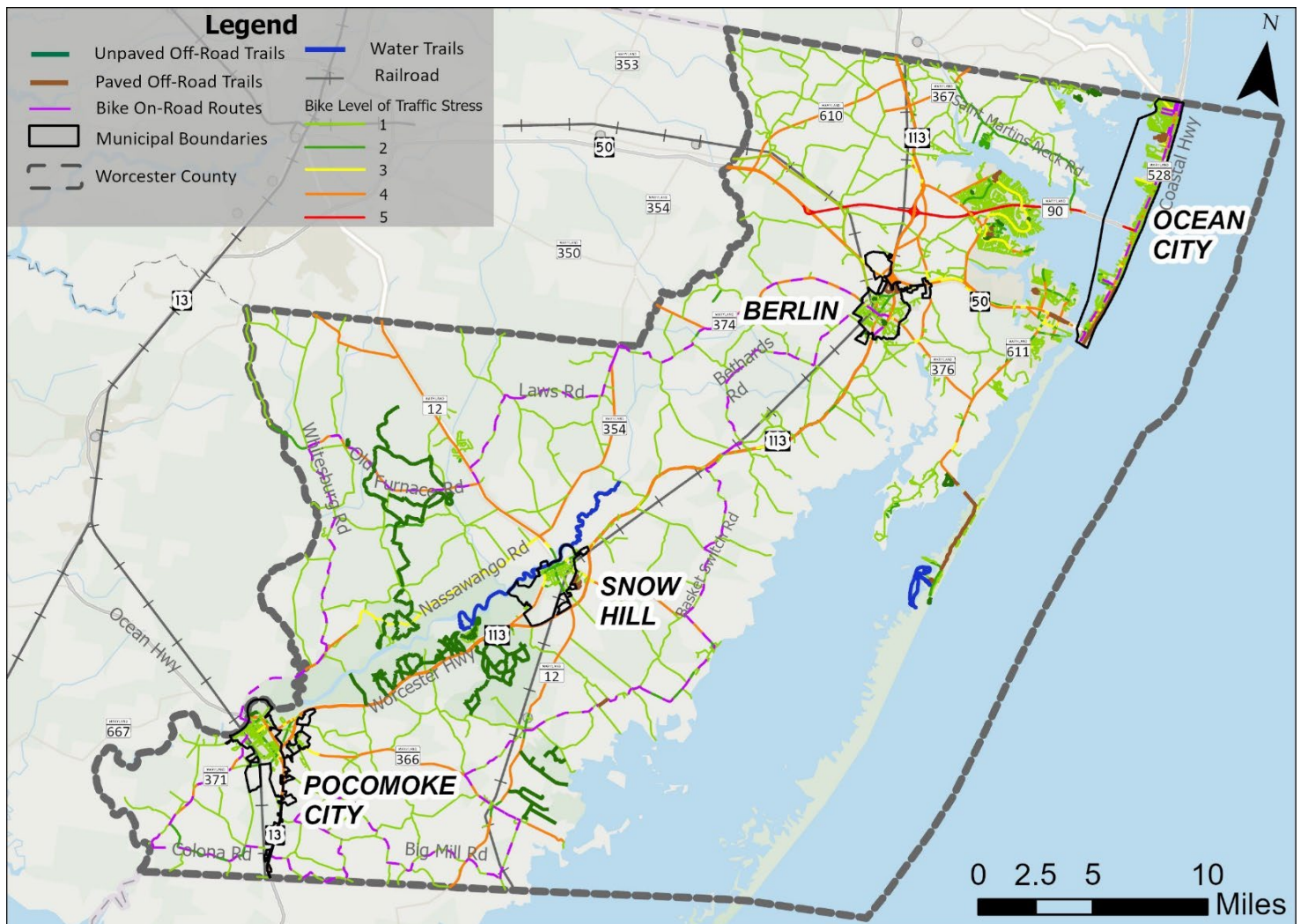


Figure 17 - Existing Active Transportation Network in Worcester County

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Figure 18 - Existing Active Transportation Network in Worcester County

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Transportation Safety

Using non-motorized forms of transportation across Worcester County is currently difficult outside of the municipalities where most of Worcester County's sidewalks exist. There are no significantly protected bike lanes along roads in Worcester County. Another major problem is the most direct roads between the major trip generators of Ocean City, Berlin, Snow Hill, Pocomoke City, Salisbury, and Assateague Island all have a Bike Level of Traffic Stress (LTS) of 4. There are many indirect roads around Worcester County with an LTS of 1 or 2 suitable for most adults but connections to most destinations require at least some time spent along a road with an LTS of 4 or more, which is unsafe.



Figure 19 - Family walking along the highway shoulder on US 50 near Berlin

LTS is a metric for comfort level for bicyclists on a roadway, calculated by factors including vehicle AADT, posted vehicle speed, number of travelling lanes, and bicycling facilities, among other factors, is graded by a 1-4 scale, 1 being the least stressful and 4 the most stressful.

Table 1 – Bicycle Level of Traffic Stress Description

Level of Traffic Stress	Bicycle Facility Characteristics
1	Strong separation from all except low speed, low volume traffic. Simple crossings. Suitable for children.
2	Except in low speed/low volume traffic situations, cyclists have their own place ride that keeps them from having to interact with traffic except at formal crossings. Crossings that are easy for an adult to navigate. A level of traffic stress that non-regular adult bikers can tolerate.
3	Involves interaction with moderate speed or multilane traffic, or close proximity to higher speed. A level of traffic stress acceptable to confident adult bike riders.
4	Involves interaction with higher speed traffic or close proximity to high-speed traffic. A level of stress acceptable only to those classified as "strong and fearless."

Table 2 – Bicycle Level of Traffic Stress Where Bicyclists are in Mixed Traffic

Lanes per Direction	AADT	20	25	30	35	40	45	50+
Un-laned yet two-way	0-750	1	1	2	2	3	3	3
	751-1500	1	1	2	3	3	3	4
	1501-3000	2	2	2	3	4	4	4
	3000+	2	3	3	3	4	4	4
1	0-750	1	1	2	2	3	3	3
	751-1500	2	2	2	3	3	3	4
	1501-3000	2	3	3	3	4	4	4
	3000+	3	3	3	3	4	4	4
2	0-8000	3	3	3	3	4	4	4
	8001+	3	3	4	4	4	4	4
3	any ADT	3	3	4	4	4	4	4

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Table 3 – Bicycle Traffic Level of Traffic Stress Where Bike Lanes and Shoulders Are Not along Parking Lane

Lanes per Direction	Bike Lane Width (ft)	25	30	35	40	45	50+
1 or un-laned	6	1	2	2	3	3	3
	4-5	2	2	2	3	3	4
2	6	2	2	2	3	3	3
	4-5	2	2	2	3	3	4
3	any	3	3	3	4	4	4

According to Maryland State Police crash data from 2018 to 2022, 366 pedestrians and bicyclists were involved in crashes with automobiles. Fifty-six were identified as pedestrians and 36% as bicyclists with the rest using other modes such as scooters. Most of the fatalities and serious injuries to bicyclists and pedestrians occur in northern Worcester County, Snow Hill, and Pocomoke City. These three areas are where most people reside. Some other significant areas for serious accidents for pedestrians and bicyclists are along MD 611 south of West Ocean City, near the South Point area, and US 113 between Snow Hill and Pocomoke City around Pocomoke River State Park.

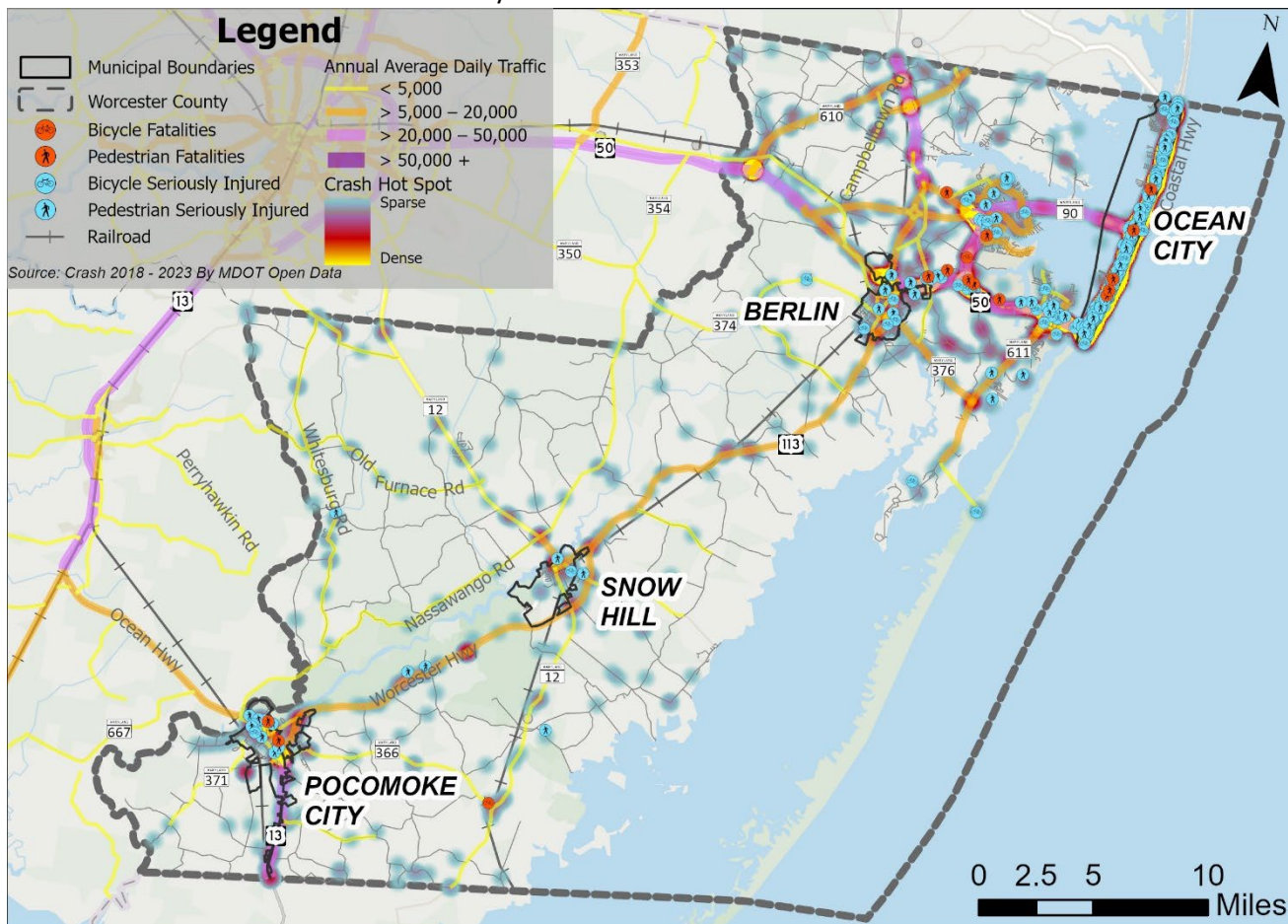


Figure 20 - Transportation Safety Issues in Worcester County

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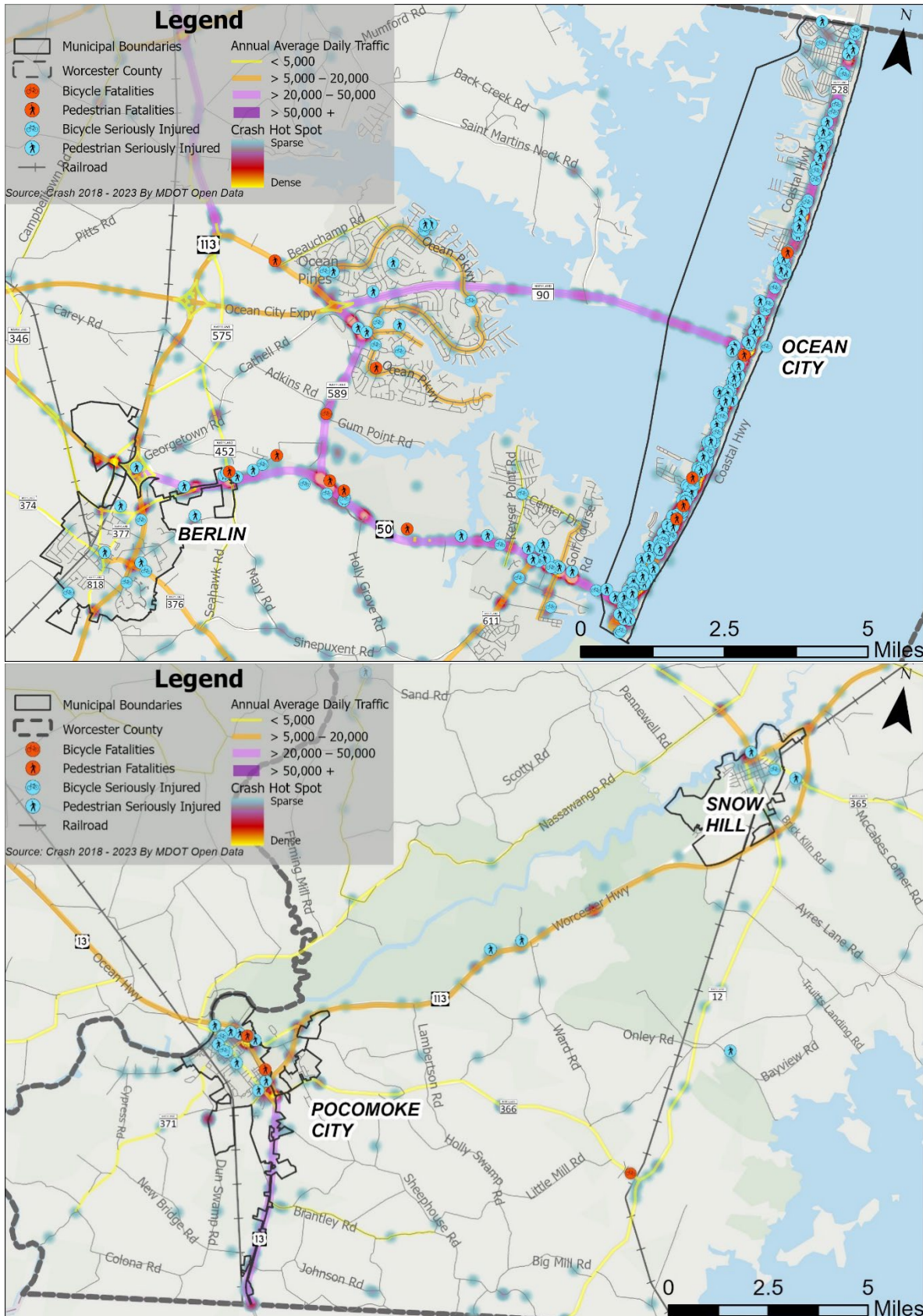


Figure 21 - Transportation Safety Issues in Worcester County

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Destinations

Through prior studies and meetings with stakeholders, nearly 80 destinations were identified for connecting to greenways in Worcester County including all parks, public libraries, and public schools. It was determined that no destinations were considered low priority since each destination is important to a segment of greenway users. Destinations were determined to be either medium or high priority. Destinations were scored on eleven questions:

- Is it publicly accessible?
- Is it in a population center?
- Is it a park or school?
- Is it an existing trail head?
- Is it a recreational destination?
- Is it a commercial destination?
- Is it a community center/destination?
- Is it a residential community?
- Is it within a disadvantaged community?
- Is it within a ½ mile of public transit?
- Was it requested by a stakeholder?



Figure 22 -
Rendering of a
planned trail in
Downtown Berlin

Locations determined to be high-priority destinations if the answer was yes to six or more of these questions. Fifteen locations were found to high priority destinations. Most of these high priority destinations are located within the Worcester County's population centers. There were 35 destinations identified in northern Worcester County, 25 destinations in Central County, and 18 destinations in South County. Included in these destinations are twenty parks, five libraries, and 13 schools. Less than half (37) of these destinations are within a half mile of a bus stop. Improved public transit that serves as many of these destinations as possible goes hand in hand with building new greenways to help people move around Worcester County. See Appendix A for more details on specific destinations and their scores.



Figure 23 - Downtown Snow Hill



Figure 25 - Pocomoke State Forest



Figure 24 - Festivities in downtown [Pocomoke City](#)



Figure 26 - Herring Creek Park Nature Trail

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Proposed Greenway Network

Greenway trails can connect people with open space and scenic areas, but some areas may be sensitive to impacts by new trail construction. As this greenway trail network implementation progresses, Worcester County will seek to avoid or minimize any potential impacts to private properties, sensitive landscapes, and environmental resources. Any environmental impacts would be mitigated through the appropriate regulatory requirements, and any property impacts would be negotiated and agreed to with property owners to receive fair compensation for either a property acquisition or easement.

The proposed Greenway network is comprised of short term and quick build (within 5 years), medium term (within 10 years) and long term (more than 10 years) improvements proposed for a connected greenway network throughout Worcester County. Priorities for short term improvements considered areas in need of safety improvements, connecting priority destinations, available right-of-way, minimizing environmental impacts, or from public comments. Quick build projects are corridors in which the greenway network could be quickly expanded through available right-of-way and minimal environmental impacts. See Appendix A for more details.

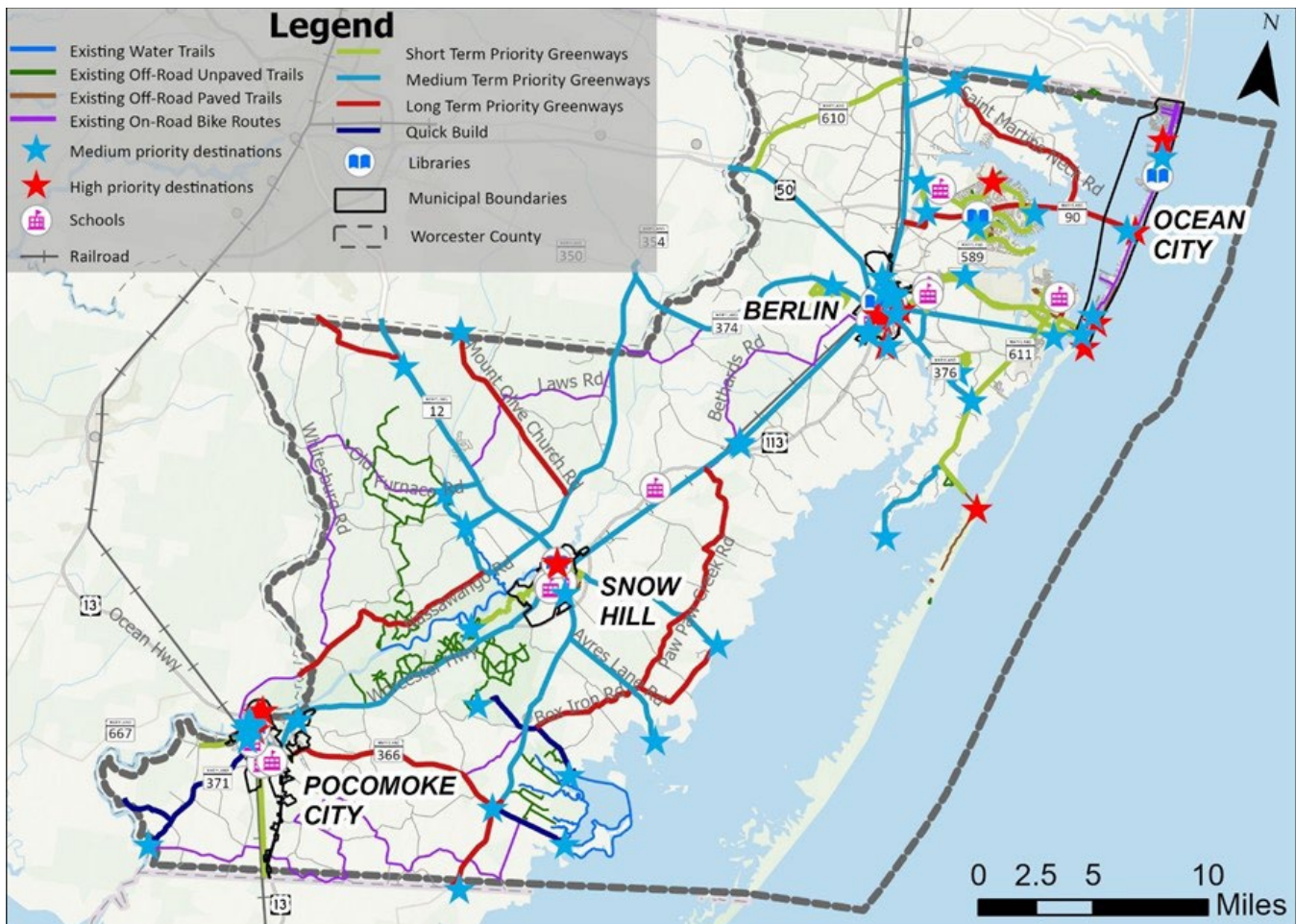


Figure 27 - Proposed Short-, Medium-, and Long-Term Priority Greenway Trail Network

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Figure 28 - Proposed Short-, Medium-, and Long-Term Priority Greenway Trail Network

Proposed Greenway Facility Types

Facility Types

Several facility types are considered for the Countywide Greenway Trail Network. Although each corridor has been designated with a specific facility type, more detailed feasibility and alternatives analysis may identify and propose alternative facility types. In general, the following facility types are proposed to comprise the full County-wide Greenway Trail Network:

Off-Road Paved Trail

These are bicycle- and pedestrian-specific transportation corridors. Pathways are ideally 10 to 12 feet wide to accommodate bidirectional walking and bicycling, with two-foot-wide grass shoulder areas. Off road trails follow their own alignment separated from roadways. These offer the greatest opportunity to make direct links and to experience more scenic landscapes but are more costly and potentially more impactful to private properties, environmental resources, and active farmland. These facilities are best suited within parks, along utility corridors, or integrated within a comprehensive site development plan.

Unpaved Trail

Worcester County already has areas with an extensive network of unpaved trails within Pocomoke State Park and Assateague Island National Seashore. These types of trails are typically within natural areas allowing users close access to experience nature and scenic landscapes. They can be more prone to erosion and therefore appropriate ground covers and slopes should be considered in the design. In some cases, use may be prohibited by cyclists to reduce potential safety conflicts with people walking or horseback riding.

Sidepath Trail

These are trails adjacent to roadways. Like off-road trails, these are ideally 10 to 12 feet wide with two-foot grass shoulders. They are separated from the roadway either with a setback outside the roadway clear zone or with a barrier such as curb or guardrail protecting trail users from errant traffic. The roadway clear zone is typically 30 feet from the edge of a travel lane. Sidepaths offer a safer and more comfortable alternative than biking or walking along roadways, but may require impacts to private properties, environmental resources, and active farmland.



Figure 29 - Typical section for an Off Road Path



Figure 30 - Typical Section for a Sidepath Trail

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Rail with Trail

Worcester County has several active railroads, although train traffic is infrequent. Rail-with-trail is a trail adjacent to or within an active railroad corridor, providing more opportunities to use a continuous off road right-of-way making connections.



Figure 31 - Typical Section for a trail along a railroad

Bridges and Boardwalks

These can be used when shared-use trails need to cross wetlands and waterways. The study area includes wetlands, tidal marshes, and open water that may be spanned with a bridge or boardwalk to minimize the impacts to sensitive natural resources. However, these add significant cost for construction and still require extensive permitting from regulatory agencies for approval. Bridges over open water may also need to accommodate local boat traffic with a navigable opening for safe passage by local mariners.



Figure 32 - Typical Section for a boardwalk over wetlands

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Water Trail

As a coastal community, Worcester County already has an extensive network of Water Trails attracting paddlers to experience local waterways. These are river and coastal bay corridors where people may kayak, canoe, or paddle board through the marshy landscape. Water trails serve as an important amenity and greenway trail destination, and therefore have been considered as part of the County's overall greenway network.



Figure 33 - Water trails can use many of Worcester County's waterways

Pump Tracks

Pump tracks are a fun trail activity and destination where cyclists can test their skills. Pump tracks are purposely built loops with bumps, banks, and turns designed to be ridden by cyclists "pumping" - generating momentum by up and down body movements - instead of pedaling or pushing. These can be attractive amenities for young and old to exercise and push their cycling skill limits in a safe and organized place. Pump tracks can be added along greenway trails in parks, ideally in places that welcome youth and families to come and gather.



Figure 34 - Example of a moveable pump track for pedal bikes, which could be an amenity added in local parks

On Road Bike Lanes

These are roadway lanes that provide designated space for people bicycling, but do not provide any dedicated space for pedestrians. The roadway shoulders within the study limits vary from none to ten feet. Separated bicycle lanes can be implemented on the existing shoulder when at least seven feet is available with at least two feet creating a shy zone buffer and at least five feet as a dedicated bike lane. When less than seven feet is available, there would be no shy zone buffer and the entire shoulder would become the bike lane. Additional barriers can be added into the shy zone such as flex posts or bumps to help keep traffic from merging into the bike lane. These facilities are less costly to build and less impactful to properties and environmental resources, but they are less comfortable for most bikers and are not ideal for pedestrians.

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In some places, two-way cycletracks may be a safer and more comfortable on road facility type. These are designated on-street bike lanes separated from car traffic lanes and wide enough for two-directional flow. Typically, widths should be a minimum of eight feet (four feet per direction) but twelve feet is preferred. They should also be buffered from traffic lanes with a painted or physical separation that is at least one foot wide, but wider is preferred.



Figure 35 - Typical section showing roadway shoulders converted to separated bike lanes with a buffer to improve safety for cyclists



Figure 36 - Existing 139th St Bike Lane, Ocean City

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Shared Lanes

Very low volume and low speed roads may be suitable for people walking and biking without any additional construction. In some cases, additional markings such as “Advisory Bike Lanes” can delineate space for bicycling on low volume and low speed roads that are otherwise too narrow to accommodate full travel lanes and bike lanes. The bike lanes are demarked with a dashed line to delineate a space for bicyclists as a car passes, and cars should merge left when passing. Additional traffic calming with speed humps and signage can be used. These facilities are a low-cost solution that may not create any impacts to right of way or sensitive environmental resources. However, they can be confusing and less comfortable for users, and they do not provide any dedicated space for pedestrians. Advisory Bike Lanes are also considered experimental and would need special approval if used on state highways or if funded by federal or state dollars.

Facility Type Locations

Facility types for the greenways were based on existing safety concerns, available right-of-way, and opportunities to improve trail user comfort and connectivity. See Appendix A for facility type recommendations on high priority routes.



Figure 37 - Typical Section for an Advisory Bike Lane where pavement width is not adequate to stripe out separated uses for both cars and bikes

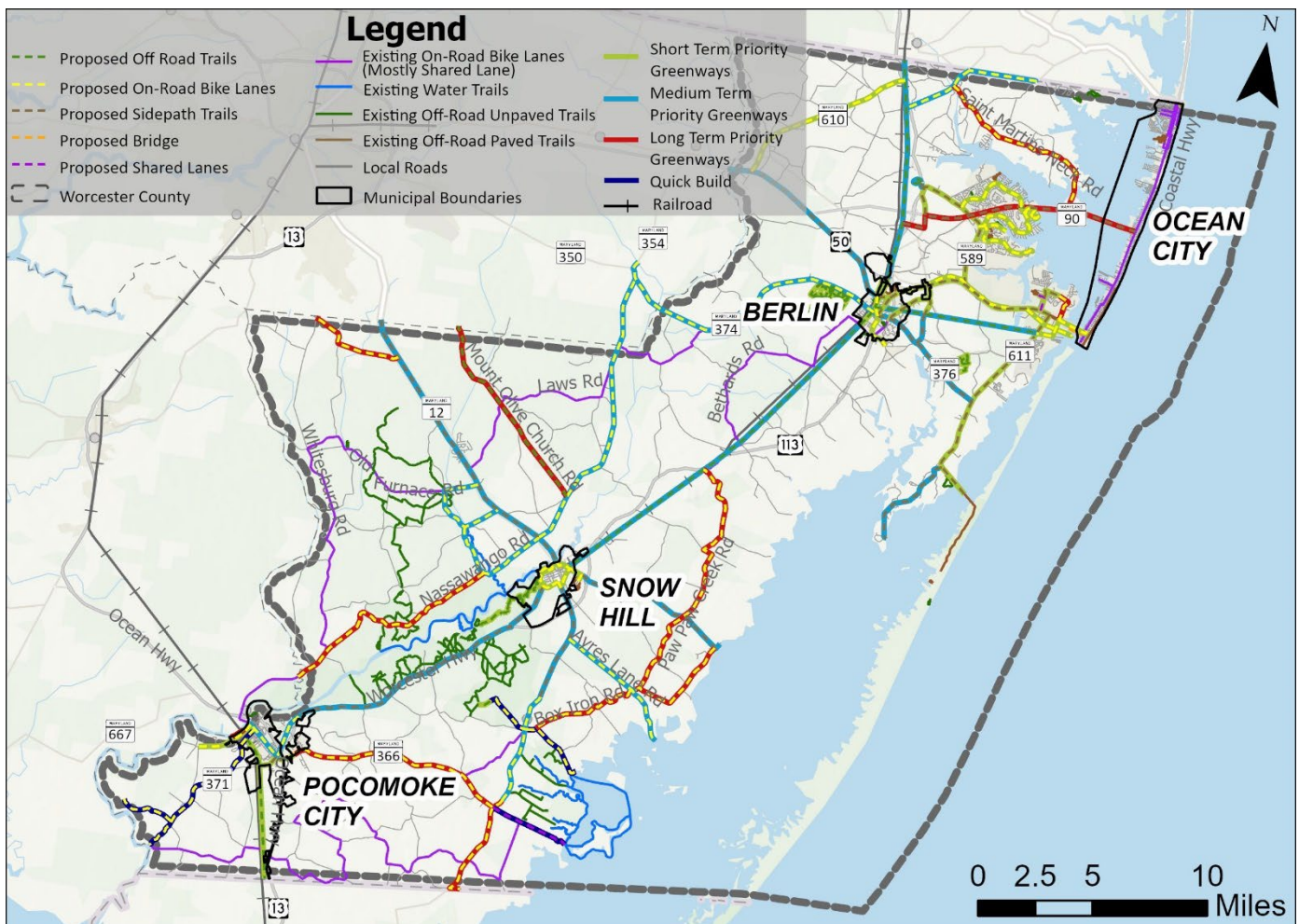


Figure 38 - Proposed Greenway Facility Types

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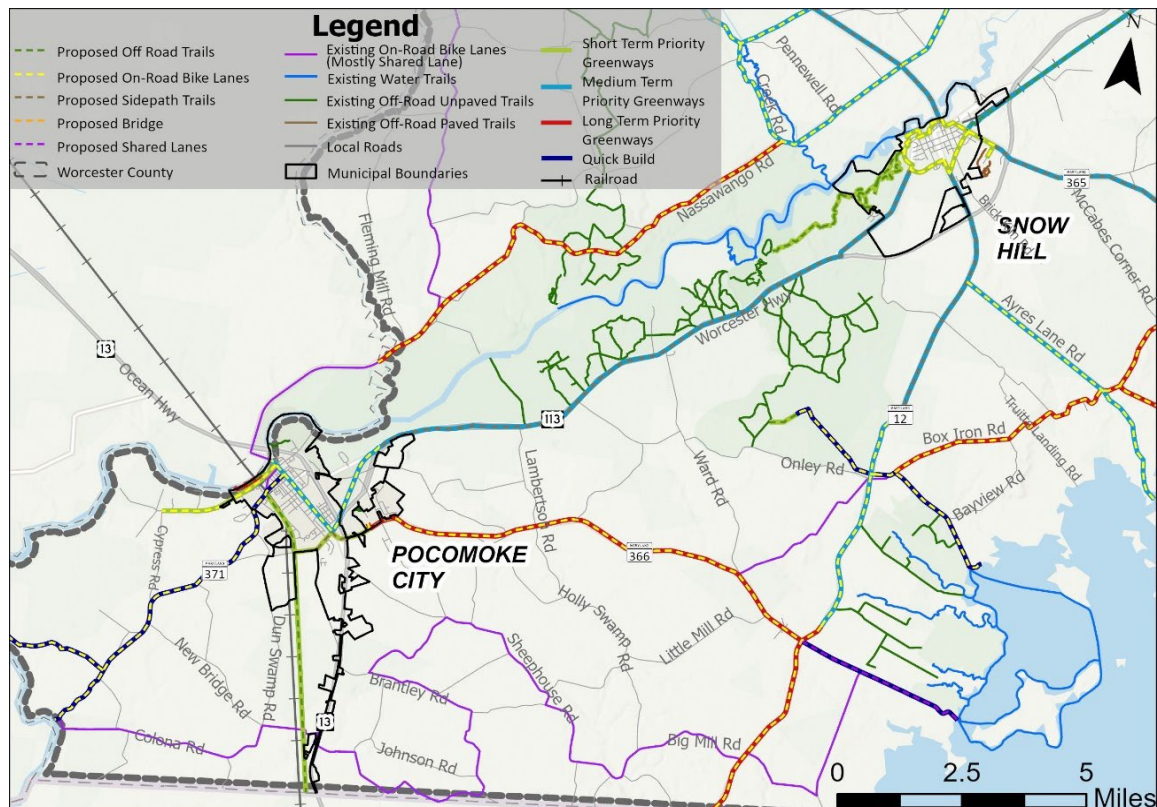
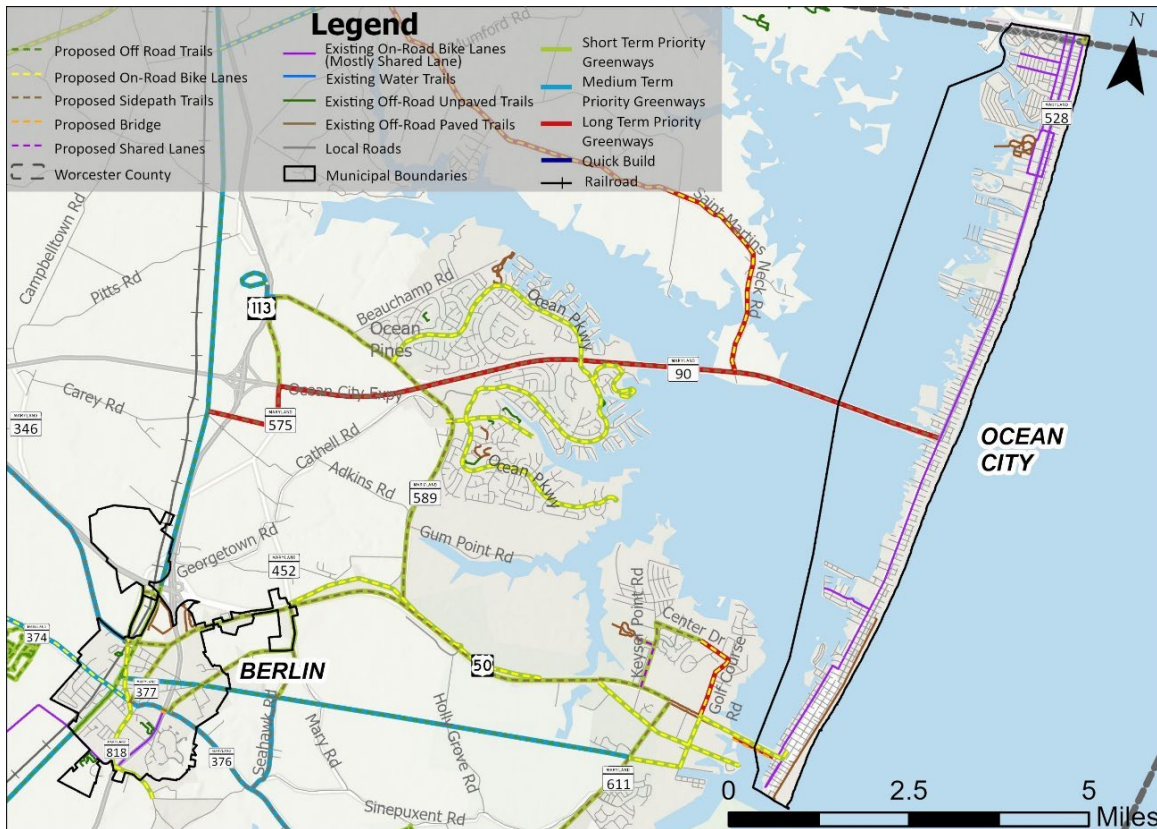
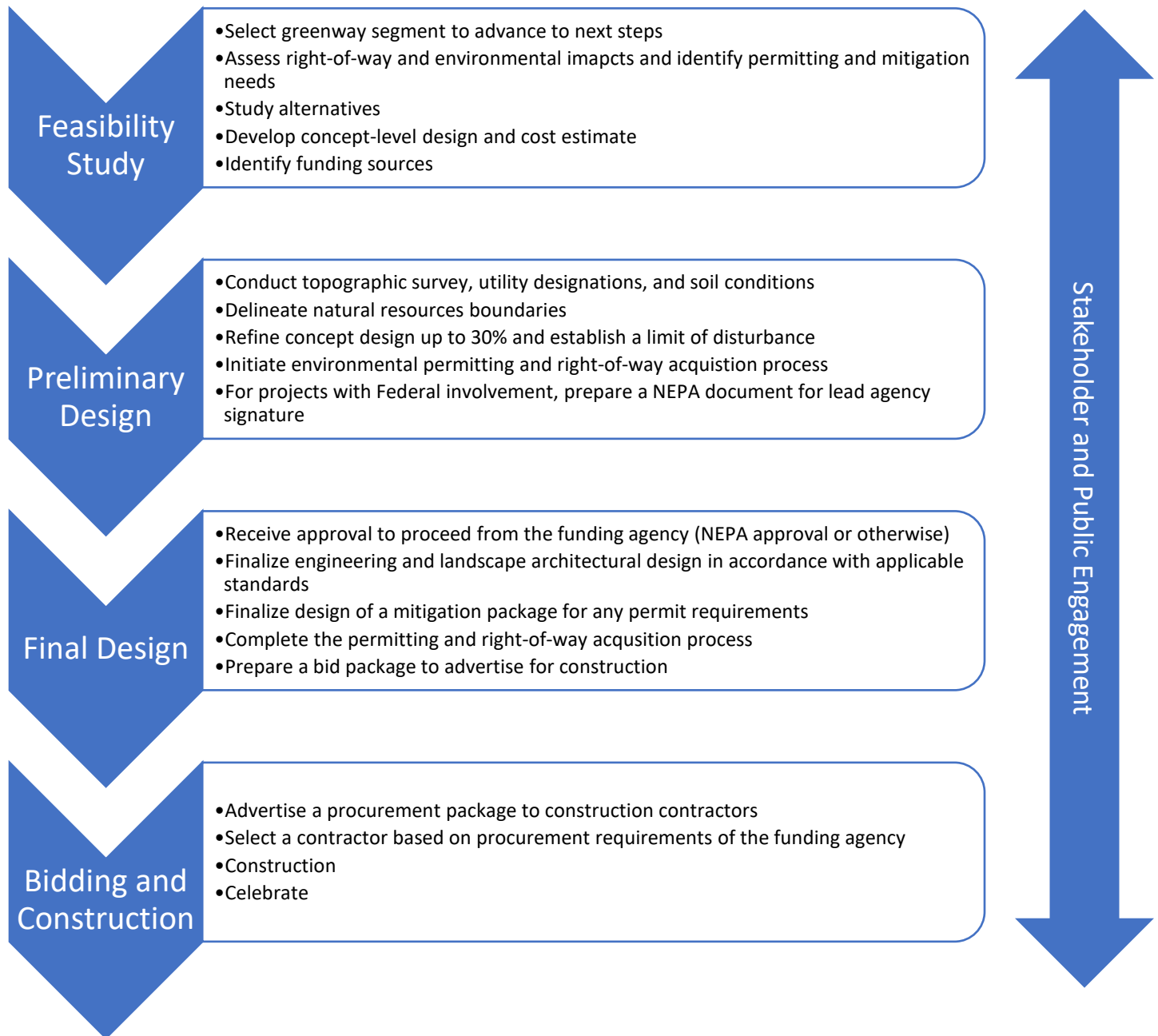


Figure 39 - Proposed Greenway Facility Types

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Next Steps

The proposed greenways could be implemented by a coalition of partners depending on asset ownership and right of way – implementing partners may include Worcester County, municipalities within the County, Maryland State Highway Administration may fully or partially fund bikeway improvements through their Capital Improvement Programs.





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Recommended Priorities

To begin implementation of this plan in the most expeditious manner possible, Worcester County should do the following the steps:

- Immediately settle upon the first set of routes to be funded for feasibility study. In-depth consultation with stakeholders resulted in ten routes being preferred countywide over the others as starting points. They are detailed below.
- Start a County Greenways Program with established “mission” and house it functionally in a single department
- Hire, designate or contract a program manager or coordinator to oversee the project pipeline including public outreach, planning, design and construction. This sole point-of-contact should be responsible for the day-to-day management of the program and report annually to Council on progress of the program.
- Notify Jurisdictional Partners, such as State Highway Administration of the Plan and its priorities. As the Eastern Shore lacks a formal transportation planning agency, it will be incumbent upon Worcester County to notify SHA District 1 (headquartered in Salisbury) of the Plan and its contents. County Council should also move to include implementation of the Greenways Masterplan in its County Priority Letter submitted to SHA annually. This step is crucially important as SHA controls the majority of the short-term priority routes.

Recommended First Set of Priority Greenways

Ten initial greenways should be used to kick-start the program. These ten emerged from stakeholder and user feedback and were cited continuously throughout the public engagement process. While a few of them are rated as longer-term priorities, they appear on this list because the planning process for such routes is extensive enough that beginning work on them now will lead to their construction in 5-10 years’ time. Three of the proposed greenways are already in some form of planning process.

Route	Segment Number	Roadway Owner	Implementation Phase
Berlin to Snow Hill along MDDE Railway	2	Railroad	
MD 589 Sidepath from Showell Park to US 50	3	SHA	
US 113 Sidepath from Snow Hill to Pocomoke City	9	SHA	
MD 90 Sidepath across Bridge to Coastal Highway	13	SHA	Environmental
Berlin Bikeway Trail from Main Street to Bay Club Trails	14 & 27	SHA	
MD 376 Sidepath, Berlin to Assateague	15	SHA	
Bay Street Ped Bridge over US 113	26	SHA	Planning/Feasibility
MD 611 Sidepath from US 50 to Assateague Island	25	SHA	Feasibility
Pocomoke Beltway Sidepath to Pocomoke Elementary	30	Pocomoke	
Berlin to OC – Greys Corner Bikeway	34,35 & 38	SHA	

Implementation Plan – Starting the Greenways Program

Building out the proposed greenway network will take agency partnerships, ongoing public engagement, funding, and time. The short-term priority network should be the early focus to make meaningful improvements that will help build momentum for future medium- and long-term network expansion. Different agencies will serve in a lead role to secure funding and manage the design and construction process. If any federal funding is used, the individual projects will also need to follow NEPA process to define the project purpose and need and assess and document a reasonable range of alternatives and the potential impacts, avoidance strategies, minimization and mitigation strategies, and record of



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decision by the Federal partner. Ongoing stakeholder coordination and community engagement is also needed to ensure the public continues to be informed, have opportunity to share input, and remain in support of these public investments.

Starting a Greenways implementation program from scratch is difficult for any community. However, many communities across the country have succeeded and there are several examples on the Eastern Shore by which Worcester County can take lessons learned. Salisbury in Wicomico County has an advanced and well-funded “complete streets” construction pipeline and Cambridge in Dorchester County is in the nascent stages of creating their complete street pipeline, but has had great success. Likewise, neighboring Somerset County has made strides in recent years in a recreational trail program managed by their Parks & Recreation Department.

Program “Mission”

Establishing the mission or guiding principles of the County’s Greenways Program is an essential first step to establishing the program successfully. Is the mission of the program primarily rooted in providing safe routes? Is it about providing non-motorized access to institutions and services for residents or is it about recreation and attracting tourism? The prioritization in this plan reflects a balance of all three. However, answering these questions is essential for determining which government entity should own the program, design of the greenways and with which funding streams the projects can be financed. A recreationally oriented program would likely roll out faster at an overall lower cost, however, more limited funding opportunities for such projects mean that the County would carry a higher share of that costs. A more safety-oriented program, such as that deployed by Salisbury and being stood up in Cambridge, would have access to federal and state safety based funding opportunities, meaning that the County would be likely to ultimately bear a lower level of overall costs, however, additional steps are required to access these opportunities.

Grant programs such as the US Department of Transportation’s Safe Street for All (SS4A) Program can deliver millions of dollars for construction covering 80% of the total cost, however, the jurisdiction will need to develop a Comprehensive Safety Action Plan (CSAP) to be eligible for SS4A Implementation Funds. Luckily, USDOT allows a jurisdiction to apply for SS4A to create such a plan and defines exactly what such a plan entails. Regardless of which mission the County’s greenways program has, recreation or safety, it is recommended that the County pursue funding for such a plan. Such a plan would also provide access to Maryland SHA administered Local Highway Safety Improvement Program grant funds.

Precedent Analysis

To determine the best route forward for Worcester County, a number of nearby and peer jurisdictions were studied. While the exact character of each jurisdiction’s program differed in application, overall themes remained the same.

Salisbury: The first community in the region to embark on a major greenways/complete streets program. Salisbury’s program is primarily grant funded, managed in house by the City’s Transportation Manager, and focuses on local access to services and institutions and transportation safety needs

Cambridge: A Dorchester County community, Dorchester is smaller, but built in the same mode as Salisbury. Their program is overseen by the Public Works Director, largely grant funded and is safety oriented.

Somerset County: Somerset is the unique jurisdiction on the Shore, with its greenways program generally overseen by the Parks & Recreation Director, and focused on sidepaths and shared use trails intended to serve a primarily recreational and tourism purpose.

Frederick County: Frederick’s program is overseen by the Frederick County Planning Department and largely grant funded with a safety oriented priority system. Frederick’s recreational trail system is separate but consolidated in management under Parks and Recreation and networks the various local, state parks and National Battlefields in the County.



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Program “Ownership”

A key step in standing up the program is determining which agency will “own” the responsibility. It often varies by jurisdiction – in Salisbury it is the Department of Infrastructure & Development (a legacy successor to the former Public Works - Engineering Division), in Cambridge it is Public Works and in Somerset County it is the Parks & Recreation Department. Determining the lead agency is largely defined by the mission of the program as stated above. A more recreational program should be led by the Parks & Recreation Department, with support from Public Works, whereas a program intended more for safety and local access and usage should be led by Public Works, with support from Parks & Recreation where it makes sense.

Regardless of lead agency, program management should be united under a single person, responsible for the day-to-day management of the program. This would be the County Staff member or consultant as staff augmentee in the role of program coordinator/manager responsible for submitting annual budget requests, filing grant applications and managing design consultants and overseeing public outreach and construction. Ideally the main responsibility of that person would be to continue advancing the greenway project pipeline, which would allow them to provide technical assistance to the municipalities in greenway and transportation related matters, when not directly executing County projects. However, the job duties are allocated, the program needs a champion directly ties to the County government who is responsible to the department executing the program, with transparency given to the public about goals, project pipeline and progress.

Establishing the Greenways Project Pipeline

A key goal of the program is to establish an ongoing project pipeline. This means that, in effect, the program should have multiple projects ongoing simultaneously with projects in the different phases of implementation at all times. For example, the program coordinator should ideally have at least one project in the bid/construction phases, two or three in various levels of design and multiple projects queued up to receive grant funding when submitting applications as opportunities arise – this pipeline strategy allowed Salisbury to build out a major bike network extremely rapidly as Salisbury never waited for one project to be finished before initiating another. Operating in this manner allows projects to proceed without pause while not overtaxing the administrative capacity of County Staff or exceeding the County’s ability to provide the matching funds for each project.

Additional Countywide Planning

As mentioned previously programs such as USDOT’s Safe Streets for All provide large amounts of federal funding for implementing greenways, provided there is a safety reason for doing so. To access such funding, Worcester County first needs to develop a Comprehensive Safety Action Plan. The CSAP can be funded under the program as a first step. Many jurisdictions across Maryland, and the United States as a whole, have had terrific success in rolling out integrated greenways, bikeways and trails under this program. The previously mentioned Salisbury and Cambridge Programs are both funded under this program. Frederick County in Western Maryland also was an early recipient, and they went a step further and utilized some of their funding as a set aside to provide technical assistance to the incorporated municipalities in the County to jump start their own programs. It is recommended that Worcester County pursue such a model by applying for planning grant to develop the CSAP, provide for a technical assistance program for Berlin, Ocean City, Snow Hill and Pocomoke and accompanying demonstration funds that would allow the County to roll out several of the listed quick-build projects in the route list.

Advancing Project Development

This Master Plan includes a preliminary screening of feasibility considerations, and more detailed analysis will be required to move into design and construction phases for each of the proposed segments. In Maryland specifically, there several programs and assets dedicated to the implementation of Greenways – many of which are listed in the “Funding



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Opportunities” section below. However, accessing these assets can require multiple steps, that while not necessary mandatory, greatly enhance the chances of success.

The planning and design stages for a typical federal-funded greenway trail project includes:

Feasibility Study and Preliminary Design:

A feasibility study will take a more detailed look at existing conditions, opportunities, and constraints to ensure the project is constructable. This step is essential to ensure any potential issues are identified and addressed and a reliable cost estimate is prepared to secure project funding for final design and construction. During this stage of design, the project should include:

- Ongoing stakeholder coordination and public engagement
- Topographic survey with accurate depiction of existing landscape features
- Metes and bounds for property limits and available right of way
- Environmental inventory of sensitive and regulated resources including any natural, cultural, and socioeconomic resources within the project area
- Utility designations to confirm location of overhead and subsurface utilities
- Geotechnical analysis for any proposed areas for stormwater management or structural foundations
- Up to a 30% level of engineering design with a defined limit of disturbance
- Drainage and stormwater management concept design
- Type, size, and location analysis for any proposed structures
- Concept-level design for site amenities and landscape enhancements
- Preliminary construction cost estimate with contingencies as appropriate for this level of design
- Environmental impact assessment and mitigation plan with concurrence from regulatory agencies
- Environmental documentation in compliance with the National Environmental Policy Act (NEPA) and Maryland Environmental Policy Act (MEPA) and with concurrence from regulatory agencies that any impacts and their associated mitigation strategies are permissible.
- Preliminary Investigation Report to document the design process and decisions made and to transfer the project into the next stage of design.

The feasibility analysis and preliminary design may be completed in two stages, or together as one stage. If there are different facility type options to consider, it may be more efficient to conduct this process in two stages where a concept design is determined prior to more detailed 30% design and NEPA documentation. This stage will typically take from 12 to 24 months, depending on complexity, and may cost from 6% to 10% of the total project budget. Should there be any impacts to right of way, ongoing real estate acquisition negotiations should occur during preliminary engineering and into final design.

Bikeway Typology Effects on Design:

The design and construction pipeline for each bikeway will vary wildly depending on the type of facility selected. Simple quick-build style facilities, labeled as such in the attached charts, can be built utilizing existing funding streams in the County and be implemented rapidly during roadway restriping or resurfacing operations. These facilities consist mostly of new paint and signage and can be accompanied by various modular barrier types to enhance protection for users if desired. They are quick to plan, and faster to construct. To maximize time savings and minimize costs, design for all such facilities could be merged under a single contract and done at once as such facilities have little permitting requirements



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and feasibility for such facilities is easy to ascertain. The facilities typically can be built entirely within the existing roadway width and have accompanying safety benefits that provide a broader base of support.

Funding for these facilities can also be sought as demonstration funds during a SS4A planning grant application as mentioned previously, thereby accelerating the delivery of the project. As SS4A funds are also administered under 2CFR200 of the federal regulations, the administrative burden is much less on municipalities than other funding opportunities such as the Transportation Alternatives Program, which is governed by 23CFR and much more administratively burdensome.

More advanced facility types, such as shared use paths and side paths will need much more in-depth design and require far more time-intensive permitting. They also typically require at least some ROW acquisition. Property acquisition is often time-consuming and expensive process and environmental studies, especially in low-lying coastal areas with vulnerable wetlands, can take significant time. The process can be accelerated by pursuing both feasibility/environmental clearance and property acquisition simultaneously, followed immediately by design. Design timelines for shared use paths and side paths can vary widely by the environmental conditions and general terrain. Priority should generally be given to building largely flat, well-drained area first, and as such, the rails-with-trails paths along the lightly used railways in the North County area to Snow Hill and the Town of Berlin, are good candidates, as is the connection from Pocomoke to the upcoming Eastern Shore of Virginia Rail Trail.

Larger project such as these follow the traditional design-bid-build implementation model shown below and will generally be contracted out for design and construction one route, or phase of a larger route, at a time.

Final Design, Permitting, and Right-of-Way Acquisition

The final design stage is the completion of all engineering design and leads to the development of a procurement package for construction bid advertisement. During the final design stage, the full plan set with construction details is completed as well as specifications and a final cost estimate without contingencies. In most cases, the project should be designed following applicable design standards including:

- Worcester County Department of Public Works design standards (or local municipality design standards as appropriate)
- Maryland Department of Transportation State Highway Administration (MDOT SHA) Bicycle Policy and Design Guidelines
- Maryland Department of Transportation State Highway Administration (MDOT SHA) Bridge Design Guidelines (if bridges are used)
- Maryland Manual of Uniform Traffic Control Devices (MdMUTCD)

Planning for Bikeways

When evaluating which project to place in the planning pipeline next, consider that some projects will be far easier and faster to design and implement than others – this affects their timelines and can open up different funding sources.

Quick-Builds: easily designed, these facilities are usually built using little more than striping, signage, and modular barriers if any. They can be rolled out quickly and all eligible for demonstration funds under SS4A rules.

On Road Facilities: This term generally applies to greenways that are larger in scope and would be relying on hardened construction, drainage realignment etc.

Shared-Use/Side Paths: The most complex of greenway types, these typically have much longer planning/design cycles.



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*Recreational Trails Program (RTP)*²³ is a federally funded program administered by MDOT SHA. It provides funds to develop and maintain recreational trails and related facilities for motorized and non-motorized recreational trail uses. Eligible projects include maintaining and restoring existing trail, developing, and rehabilitating trail facilities and connections, purchasing/leasing trail construction equipment, and constructing new recreational trails. The program will reimburse up to 80% of the project cost. Applications are typically due in late spring each year.

*Safe Routes to School (SRTS)*²⁴

SRTS is a federally funded program administered by MDOT SHA to enable and encourage children, including those with disabilities, to walk, roll, and bicycle to school. Federal funds allocated to this program are reimbursable and available for infrastructure and non-infrastructure projects that benefit elementary and middle school children in grades K-8. Recommended improvements near elementary and middle schools may utilize this funding option. The program requires a 20% match, which may come from State, County, or private sources, and may include in-kind services. Applications are typically due in late spring each year.

*Bicycle and Pedestrian Accessibility Funds*²⁵

MDOT SHA has dedicated funding programs that supports bicycle and pedestrian improvements on state roads – Sidewalk Reconstruction (Fund 33), New Sidewalk Construction (Fund 79), and Bicycle Retrofit (Fund 88). This funding program may be considered for improvements along state highways. MDOT SHA internally identifies, designs, and constructs many of the projects. Local communities can identify and request projects for MDOT SHA evaluation, including off road facilities such as shared use paths. Projects for on-road improvements do not require any funding participation from the local jurisdiction but can only be considered where no other project is planned. Projects for off road improvements are subject to the following requirements:

- Projects must be requested by the local jurisdiction where the sidewalk would be located.
- Projects must be along an “urban highway” as defined in Maryland Transportation Code Annotated § 8-630. Areas
- Projects must be at locations where no other project is currently planned to construct or reconstruct the roadway.
- The local jurisdiction must agree to the following as required by Maryland Transportation Code Annotated § 8-630:
 - To fund or secure all right-of-way outside of MDOT SHA right-of-way
 - To provide opportunities for public involvement prior to construction
- To maintain the sidewalk upon construction completion. Construction of projects not located within a Priority Funding Area shall be funded equally between MDOT SHA and the local jurisdiction.
- Construction of projects located within a Priority Funding Area shall be 75% funded by MDOT SHA and 25% funded by the local jurisdiction.
- If a sidewalk is in a “Sustainable Community” per Housing and Community Development Article §6-301, construction may be funded entirely by MDOT SHA.
- If a sidewalk is located in a Priority Funding Area and it is determined that a substantial public safety risk or significant impediment to pedestrian access exists and the adjoining roadway is under neither construction nor

²³ [Recreational Trails Program \(RTP\) - MDOT SHA](#)

²⁴ [Safe Routes to School - MDOT SHA](#)

²⁵ [Bicycle and Pedestrian Accessibility Funds - MDOT SHA](#)



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reconstruction, sidewalk construction shall be identified as a system preservation project and may be funded completely by MDOT SHA.

*Maryland Highway Safety Office Grant*²⁶ is a federally funded program administered by the Motor Vehicle Administration (MVA) aimed to reduce the number of motor vehicle related crashes, deaths, and injuries on Maryland highways through education and enforcement actions. Maryland Highway Safety Office Grantees are required to provide a 20% cash match. Projects must implement the strategies in the Strategic Highway Safety Plan, which include:

- Identify and target pedestrian and bicycle safety issues, populations, and locations of concern through the collection, analysis and evaluation of data and information
- Promote safe behaviors of all road users appropriate for the environment through education and enforcement initiatives
- Create and improve roadway environments for safe walking and bicycling through implementation of engineering treatments, land use planning and system-wide countermeasures
- Create and improve pedestrian and bicycle safety culture in Maryland including the promotion and implementation of legislation and training of professionals and stakeholders about best safety practices
- Develop, apply, and promote technological approaches, including those in vehicles and emergency response equipment, to better prevent and reduce the severity of collisions involving pedestrians and bicyclists
- Identify and promote safe driving and pedestrian behaviors for all motorists and public safety professionals at the scene of emergency events.

*Land and Water Conservation Fund Grants*²⁷ are overseen by the Maryland Department of Natural Resources (DNR) and the National Park Service (NPS) to acquire and/or develop public outdoor recreational areas and facilities. Municipalities and counties are eligible for up to 50% matching funds from the grant. Program Open Space Local funds or Community Parks and Playground grant funds may be used as the match. Applicants are required to be compliant with the Land and Water Conservation Act of 1965. DNR reviews the applications first and then those with the highest scores are sent to NPS for final approval.

Federal Grants

*Safe Streets and Roads for All (SS4A)*²⁸

Under the Bipartisan Infrastructure Law (BIL), SS4A was established as a discretionary funding program to support roadway safety. Pedestrian and bicyclist safety is a primary concern, and the program supports the implementation of bikeways, complete streets, and traffic calming. SS4A may fund planning and design, and design projects should be identified as part of a Roadway Safety Action Plan. This funding program may be used to create an Action Plan and implement roadway retrofit improvements to that enhance safety for people walking and biking. Applicants may pursue subsequent grants to fund design and construction of the phase 2 improvements. Awards are competitive and it requires a 20% local match as well as an evaluation program to assess safety measures after implementation. Applications are typically due in Spring each year.

*Rebuilding American Infrastructure with Sustainability and Equity (RAISE)*²⁹

²⁶ [Grants & Projects for Road Safety - How to Apply - Zero Deaths MD](#)

²⁷ <https://dnr.maryland.gov/land/Pages/LWCF-Grants.aspx>

²⁸ [Safe Streets and Roads for All \(SS4A\) Grant Program | US Department of Transportation](#)

²⁹ [RAISE Discretionary Grants | US Department of Transportation](#)



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Previously known as the Better Utilizing Investments to Leverage Development (BUILD) and Transportation Investment Generating Economic Recovery (TIGER) Discretionary Grants, the RAISE program is a federal discretionary grant program to fund major multimodal transportation infrastructure projects for improved safety, accessibility, sustainability, and economic vitality. In Maryland and across the country, design and construction for complete street and trail projects have been funded by the RAISE program. It requires a 20% local match and awards are competitive based on merit criteria and benefit-cost analyses. Applications are typically due in late winter each year.

Rural Surface Transportation Grant³⁰

The Rural Surface Transportation Grant Program supports projects that improve and expand the surface transportation infrastructure in rural areas to increase connectivity, improve the safety and reliability of the movement of people and freight, and generate regional economic growth and improve quality of life in rural communities like Worcester County. Investments for multimodal transportation infrastructure, including active transportation infrastructure, is the primary purpose of this grant program. It requires a 20% local match and awards are competitive based on merit criteria and benefit-cost analyses. Applications are typically due in early Fall each year.

Reconnecting Communities and Neighborhoods Pilot Program³¹

Under the Bipartisan Infrastructure Law (BIL), the Reconnecting Communities grant was established as a discretionary funding program to support planning and design to improve connectivity, cohesion, and access to economic development. A strong focus of this program is to “reconnect” communities that were impacted and divided by previous infrastructure investments, such as highway widening. Funding supports planning grants and capital construction grants, as well as technical assistance, to restore community connectivity through the removal, retrofit, mitigation, or replacement of certain transportation infrastructure facilities. Pedestrian, bicycle, and complete street improvements are a keystone feature for many of these grant-funded projects. For the Towson area, the removal of channelized free right movements at intersections and other pedestrian and bicycle enhancements are well suited to meet the purpose and goals of this program. It requires a 20% local match and awards are competitive based on merit criteria and benefit-cost analyses. Applications are typically due in fall each year.

Active Transportation Infrastructure Investment Program (ATIIP)³²

This is a new competitive and discretionary grant program initiated in 2024 by the Federal Highway Administration. The primary goal is to construct projects to provide safe and connected active transportation facilities (meaning pedestrian and bicycle facilities) in active transportation networks or active transportation spines. The primary purpose is to fill gaps and create connected networks for walking and biking, which is also the primary goal of this Transportation Master Plan. The grant program can fund planning or design and capital construction. With this master plan, the proposed improvements could be advanced enough to qualify for design and construction funding. It requires a 20% local match and awards are competitive based on merit criteria and benefit-cost analyses. Applications are typically due in Summer each year.

Private Grants

PeopleForBikes Community Grant Program³³ is a private grant for public bicycle infrastructure projects such as bike paths, lanes, trails, and bridges; mountain bike facilities; bike parks and pump tracks; BMX facilities; and end-of trip facilities such as bike racks, bike parking, and bike storage. The organization accepts requests for funding up to \$10,000 and requires a

³⁰ [The Rural Surface Transportation Grant Program | US Department of Transportation](#)

³¹ [Reconnecting Communities and Neighborhoods Grant Program | US Department of Transportation](#)

³² [ATIIP - Bicycle and Pedestrian Program - Environment - FHWA \(dot.gov\)](#)

³³ [Grants | PeopleForBikes](#)



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50% match. This program could be used to implement biking amenities along the Greenway, in Southern Park, or as part of a local match requirement for larger federally funded projects.

*Outride Fund*³⁴ is a private grant to support cycling programs that help participants improve their social, emotional, and cognitive health. This includes projects that support biking for health, recreation, and social activities as well as educational programs about biking. In general, grants awarded are typically between \$5,000 and \$15,000 and requires a 50% match. This program could be used to implement recreational biking amenities, programs, and events along the Greenway and in Southern Park. It may also be used as part of a local match requirement for larger federally funded projects.

*Robert Wood Johnson Foundation*³⁵ invests in grantees (e.g., public agencies, universities, and public charities) that are working to improve the health of all Americans. Current or past projects in the topic area “walking and biking” include greenway plans, trail projects, advocacy initiatives, and policy development. It may also be used as part of a local match requirement for larger federally funded projects.

*American Association of Retired People (AARP) Community Challenge Grants*³⁶ offers local eligible organizations and governments competitively awarded grants for projects that improve complete streets and transportation safety as well as other placemaking and affordable housing programs. Transportation projects are typically quick-build demonstration projects, although the grant money can also be leveraged as part of a local match for larger federal grants.

*Bloomberg Philanthropies*³⁷ as a part of the Global Public Health initiative, Bloomberg Philanthropies has a program dedicated to Road Safety. In partnership with international organizations and governments, it focuses on five key areas to improve road safety and save lives: strengthening national legislation; enhancing data collection and surveillance; changing road user behavior; improving road infrastructure; and upgrading vehicle safety. This funding may be used for design, implementation, and programs to measure and evaluate the project’s success. It may also be used as part of a local match requirement for larger federally funded projects.

*The Conservation Fund*³⁸ is a private financing program providing money for projects that community leaders have collaboratively planned for strategic conservation and to build a network of connected greenways for people and wildlife. Funds are bridge financing from a revolving fund. This can be a critical tool that allows recipients to act quickly on conservation opportunities. This funding source may be used to purchase right-of-way for the Greenway to preserve the corridor as open space – particularly in areas that may be developed more intensely in the future.

*Rails to Trails Conservancy*³⁹ offers organizations at all levels \$5,000 to \$25,000 to develop trail networks following the Rails to Trails Conservancy’s Trail Nation Playbook to support one or more of the steps of the trail creation process: project vision, coalition building, gap-filling strategy, mapping and analysis, investment strategy, and engagement. The trail project must serve multiple user types and be considered a rail-trail. Greenway, multi-use trail, or shared use path.

Other Partnership Opportunities

Private developers may also be partners who contribute to the greenway trail’s implementation. As part of the development review and approval process, any new development that occurs along proposed greenway corridors could

³⁴ [Overview — Outride \(outridebike.org\)](#)

³⁵ [Grants and Grant Programs \(rwjf.org\)](#)

³⁶ [2024 AARP Community Challenge](#)

³⁷ [Improving Road Safety | Bloomberg Philanthropies](#)

³⁸ [Home - The Conservation Fund](#)

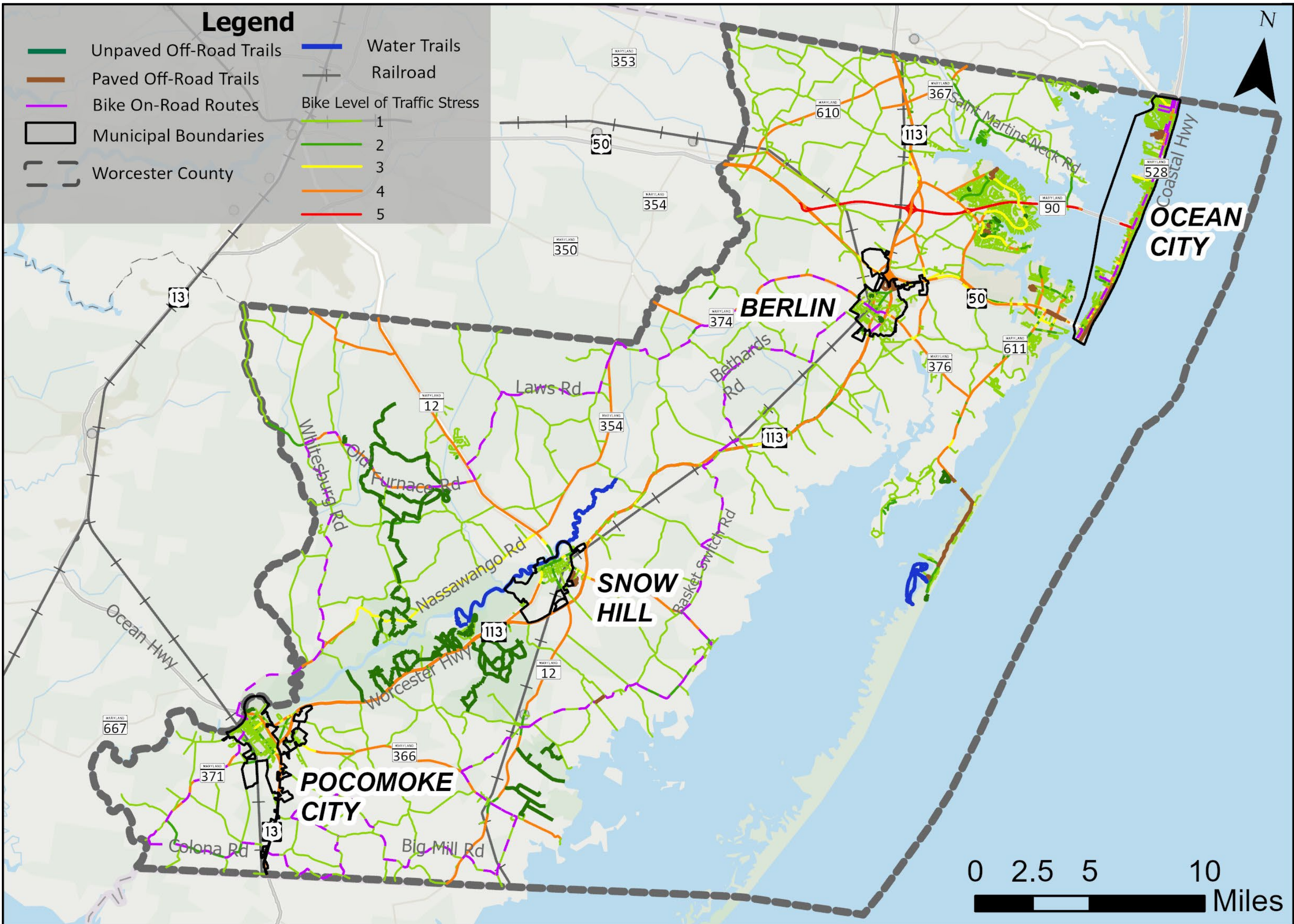
³⁹ [Trail Grant Eligibility Requirements - Rails to Trails Conservancy | Rails to Trails Conservancy](#)



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be required to construct portions of the greenway network as a part of the property's site development plan. Additionally, developers may build portions of the greenway network as a site amenity to enhance the property. Such developments must go through the county's standard development review process and would not be expedited or enabled simply due to the presence of a greenway trail.

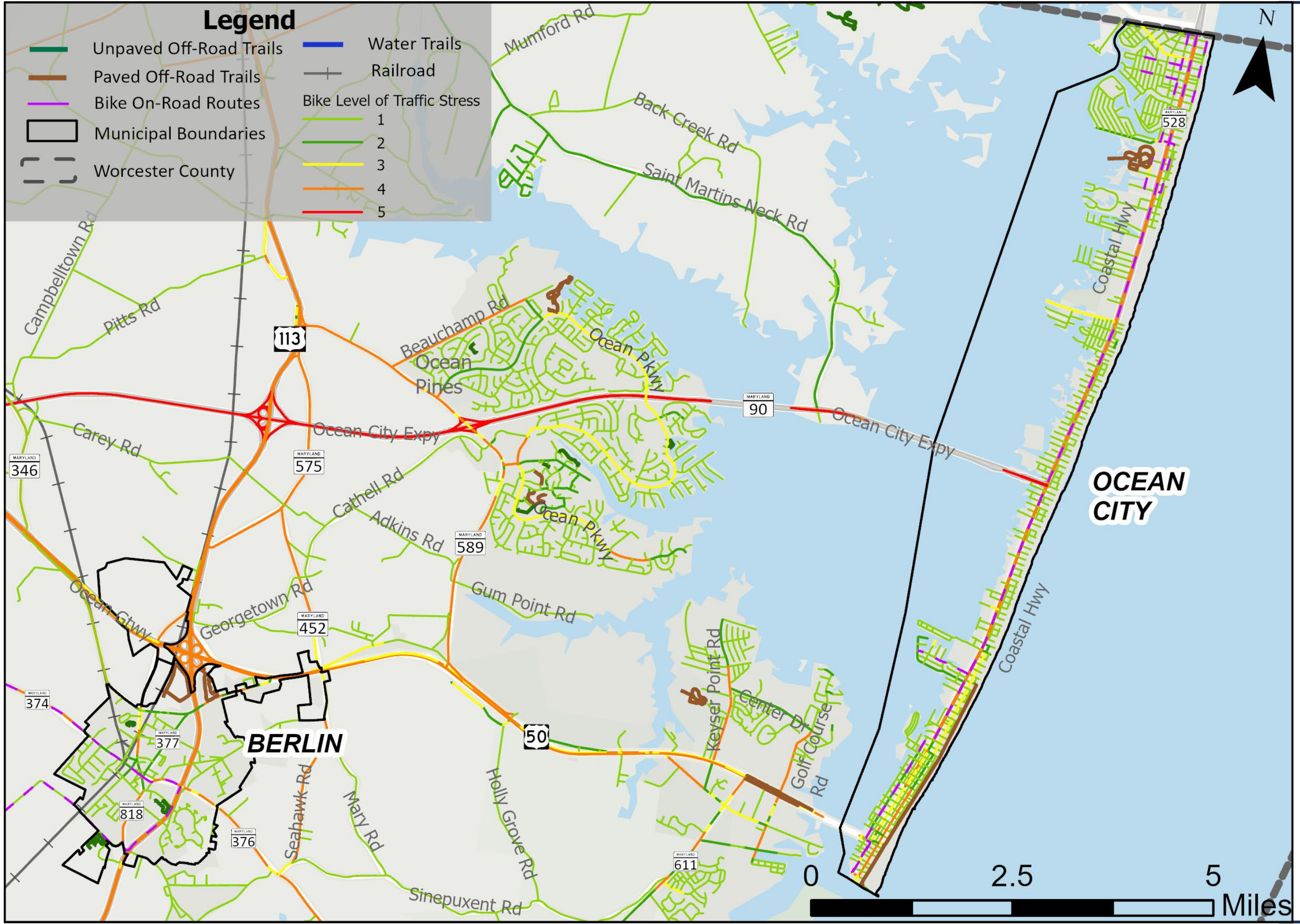
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Existing Countywide Active Transportation Routes



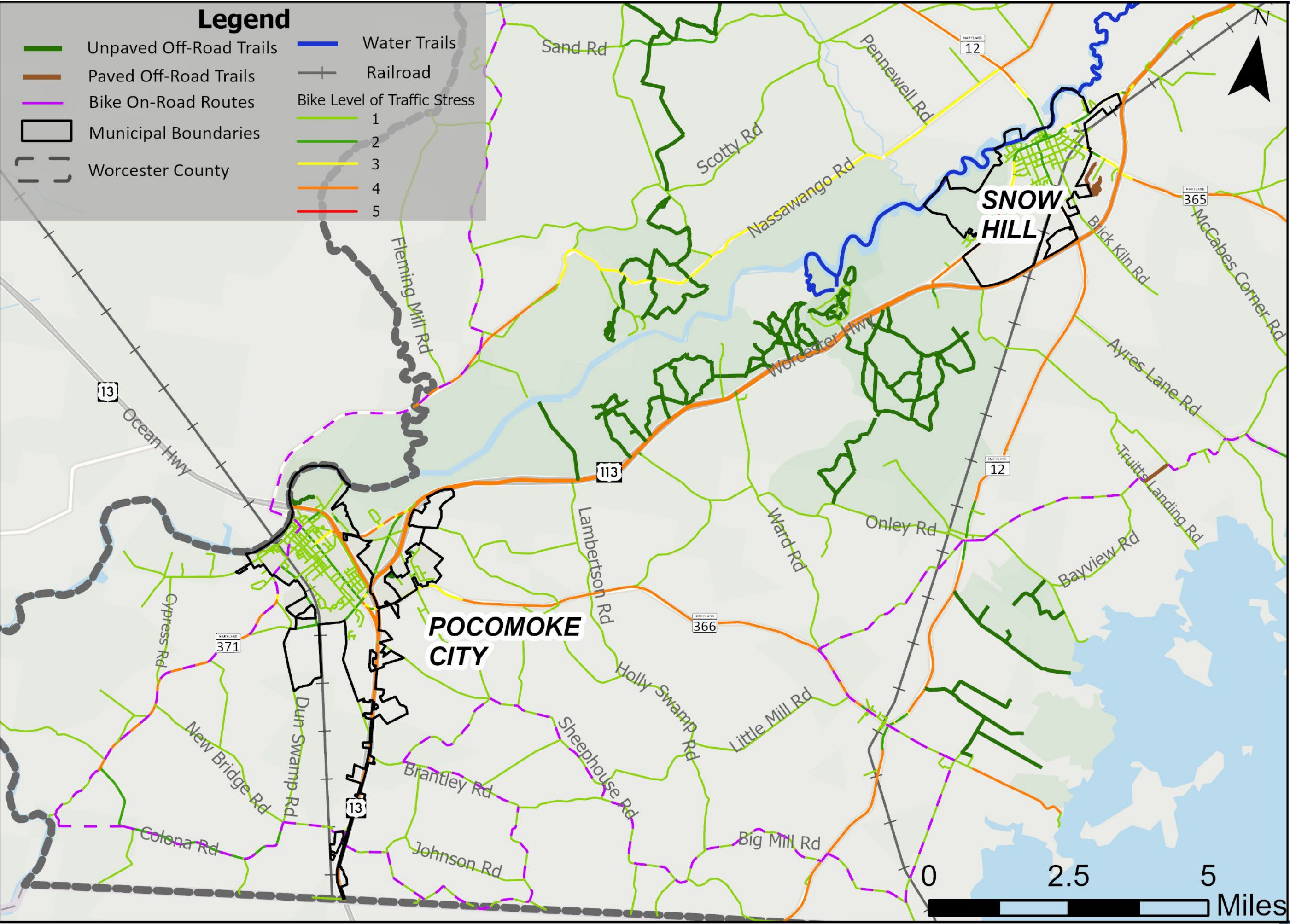
Worcester County Greenway Trails Master Plan
 Appendix A
 Existing North County Active Transportation Routes



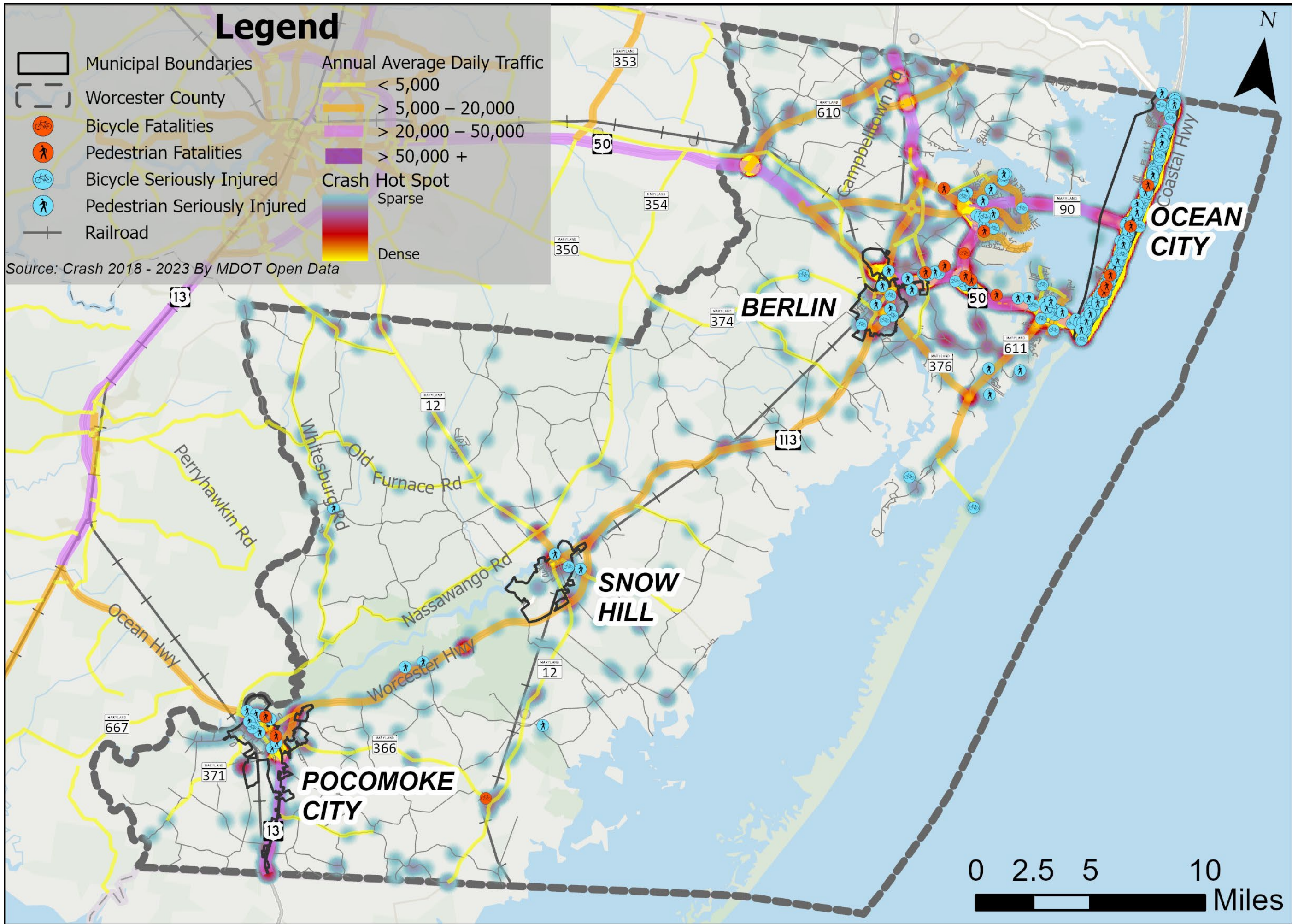
2/10/2025



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Existing South County Active Transportation Routes

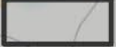



Worcester County Greenway Trails Master Plan
Appendix A
Existing Countywide Transportation Safety Issues





Worcester County Greenway Trails Master Plan
Appendix A
Existing North County Transportation Safety Issues


Legend


Municipal Boundaries


Worcester County

Bicycle Fatalities


Pedestrian Fatalities

Bicycle Seriously Injured


Pedestrian Seriously Injured

Railroad


Annual Average Daily Traffic




< 5,000



> 5,000 – 20,000




> 20,000 – 50,000




> 50,000 +

Crash Hot Spot

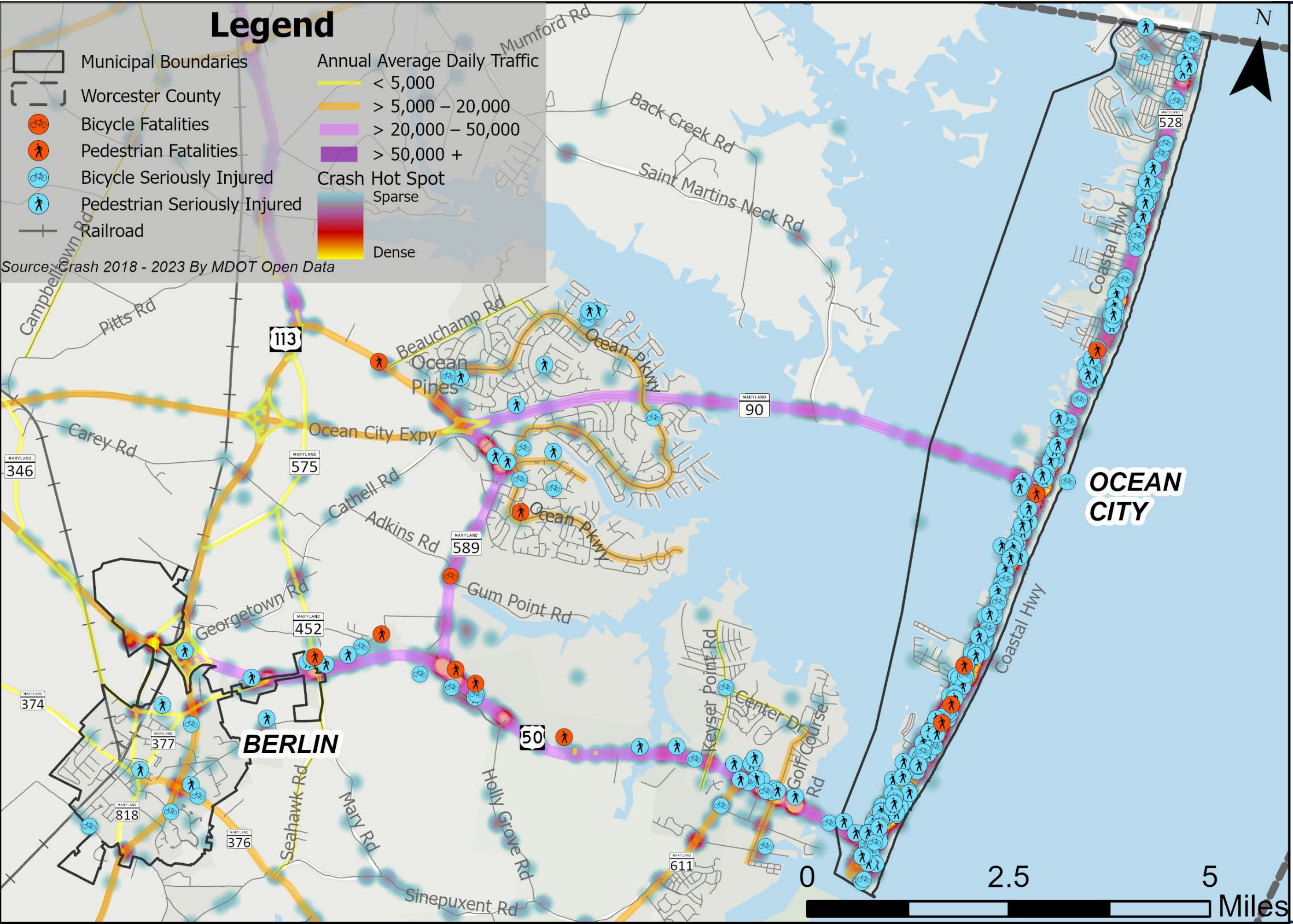


Sparse

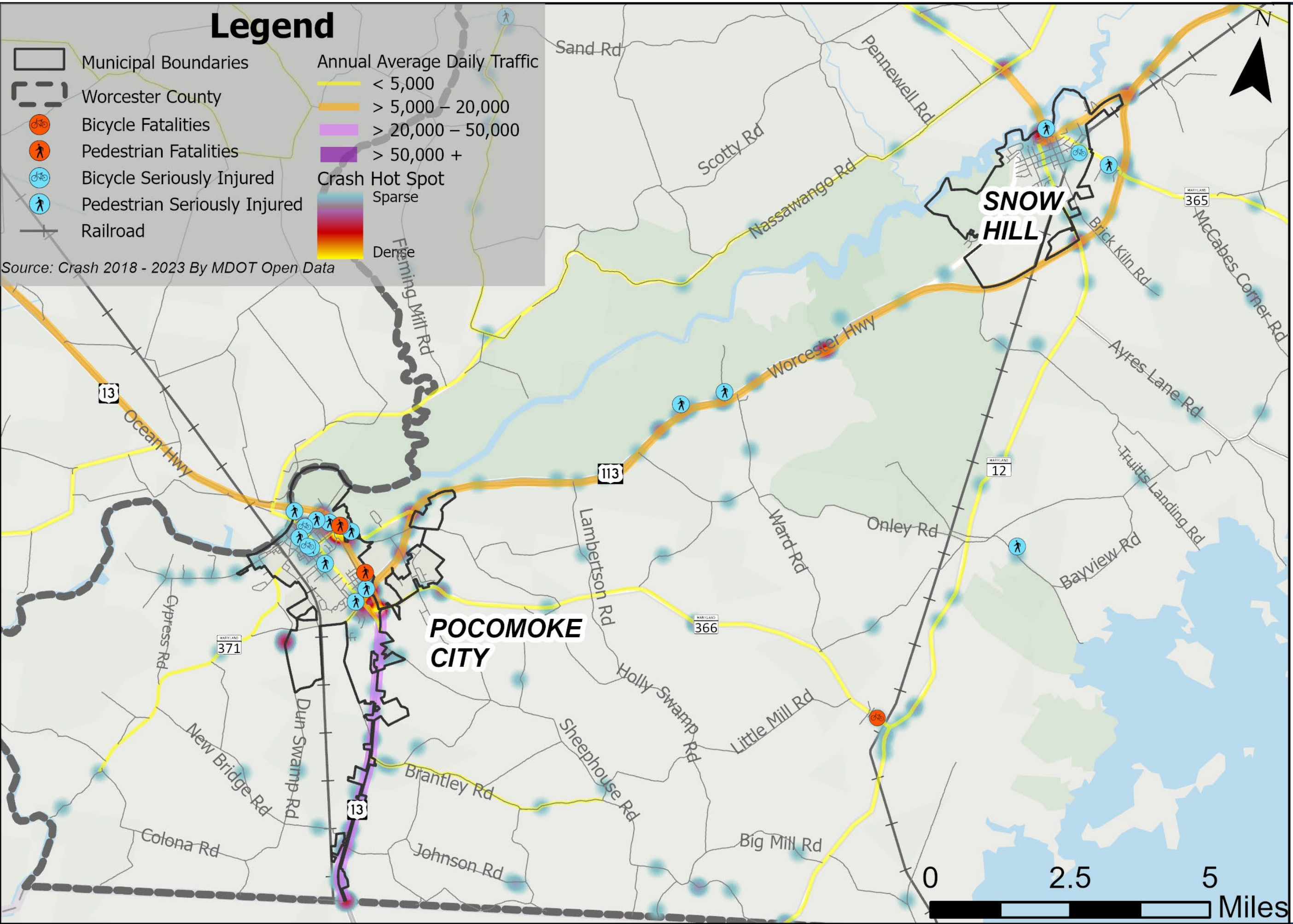


Dense

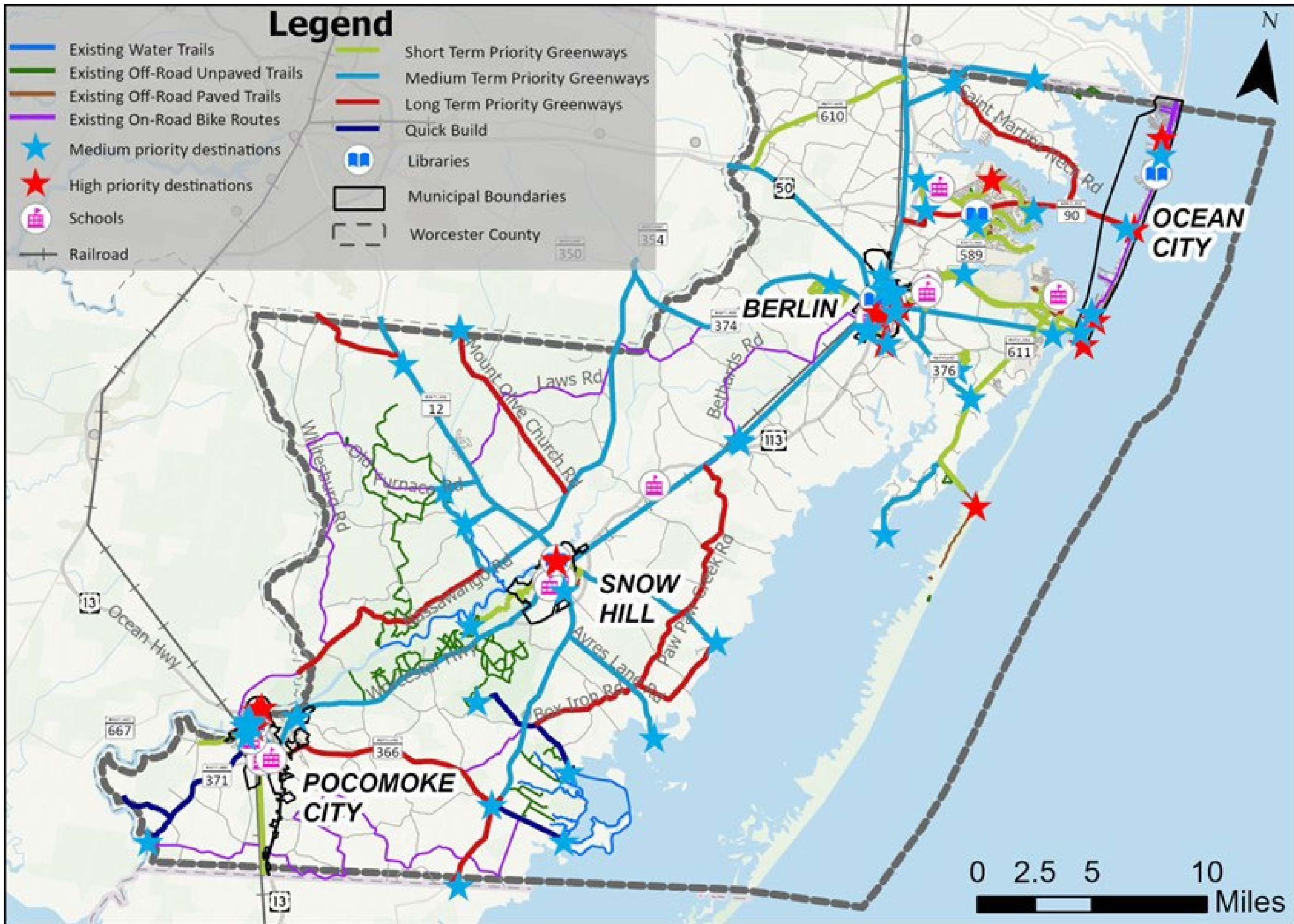
Source: Crash 2018 - 2023 By MDOT Open Data



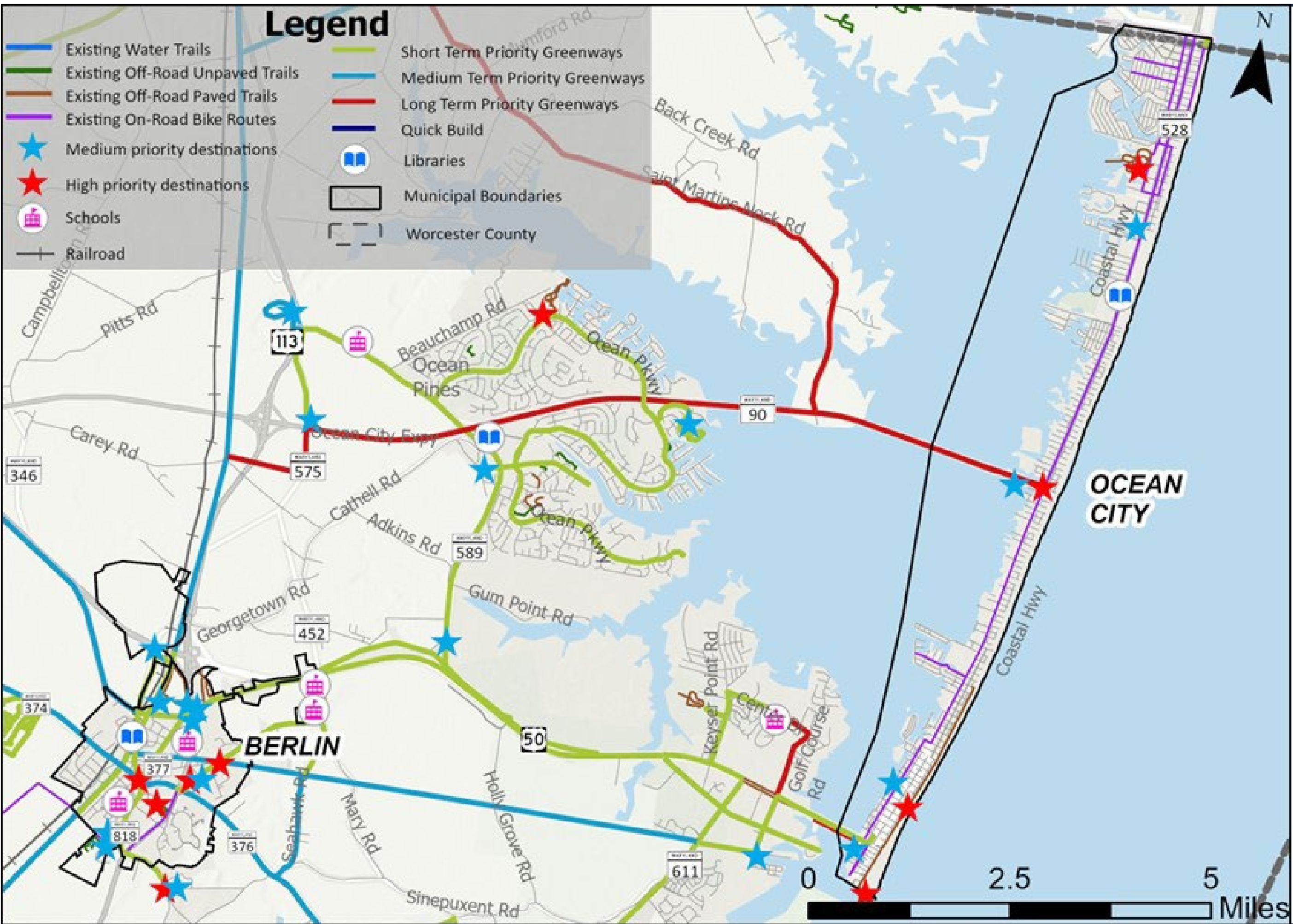
Worcester County Greenway Trails Master Plan
Appendix A
Existing South County Transportation Safety Issues



Worcester County Greenway Trails Master Plan
Appendix A
Proposed Countywide Greenway Network



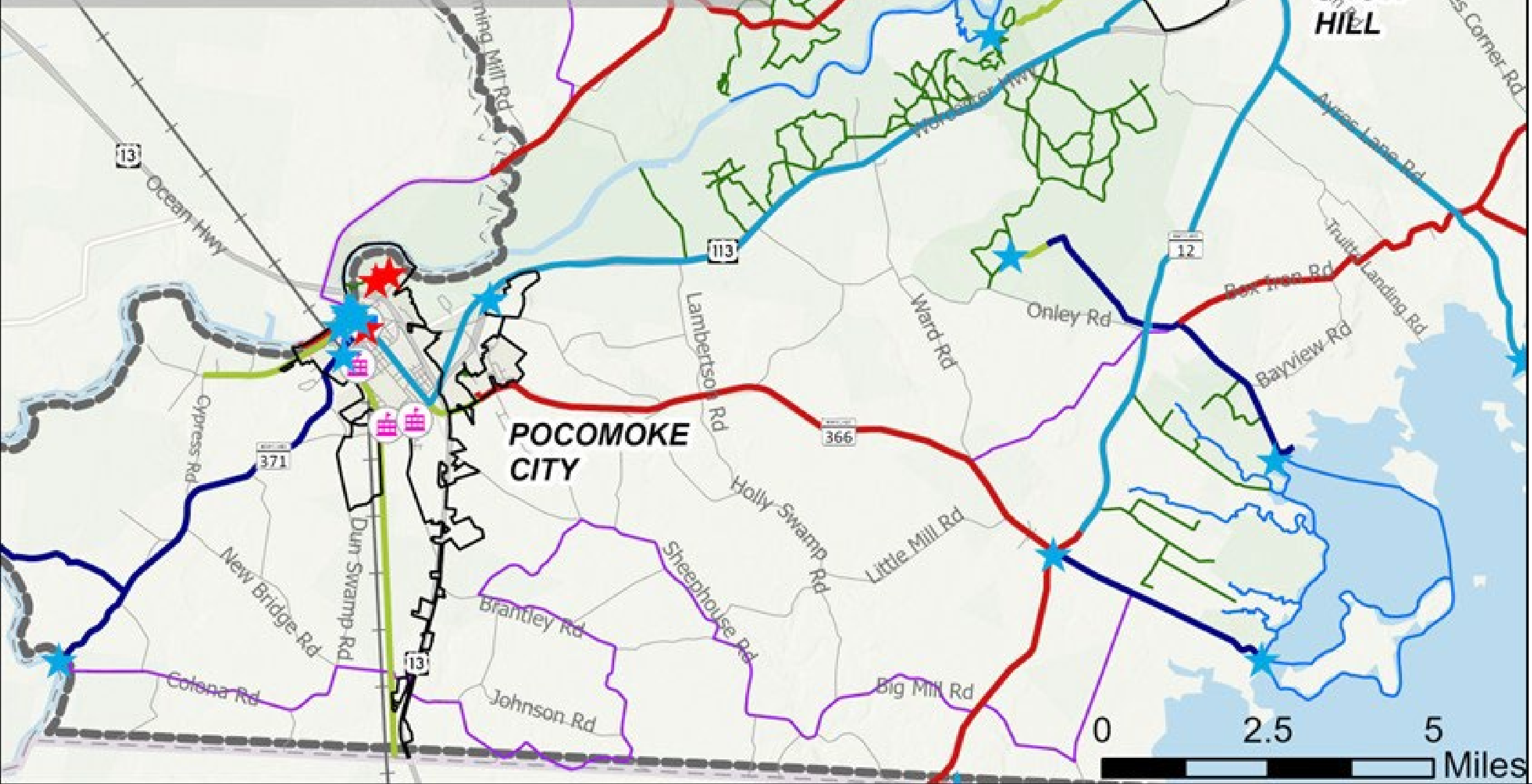
Worcester County Greenway Trails Master Plan
Appendix A
Proposed North County Greenway Network



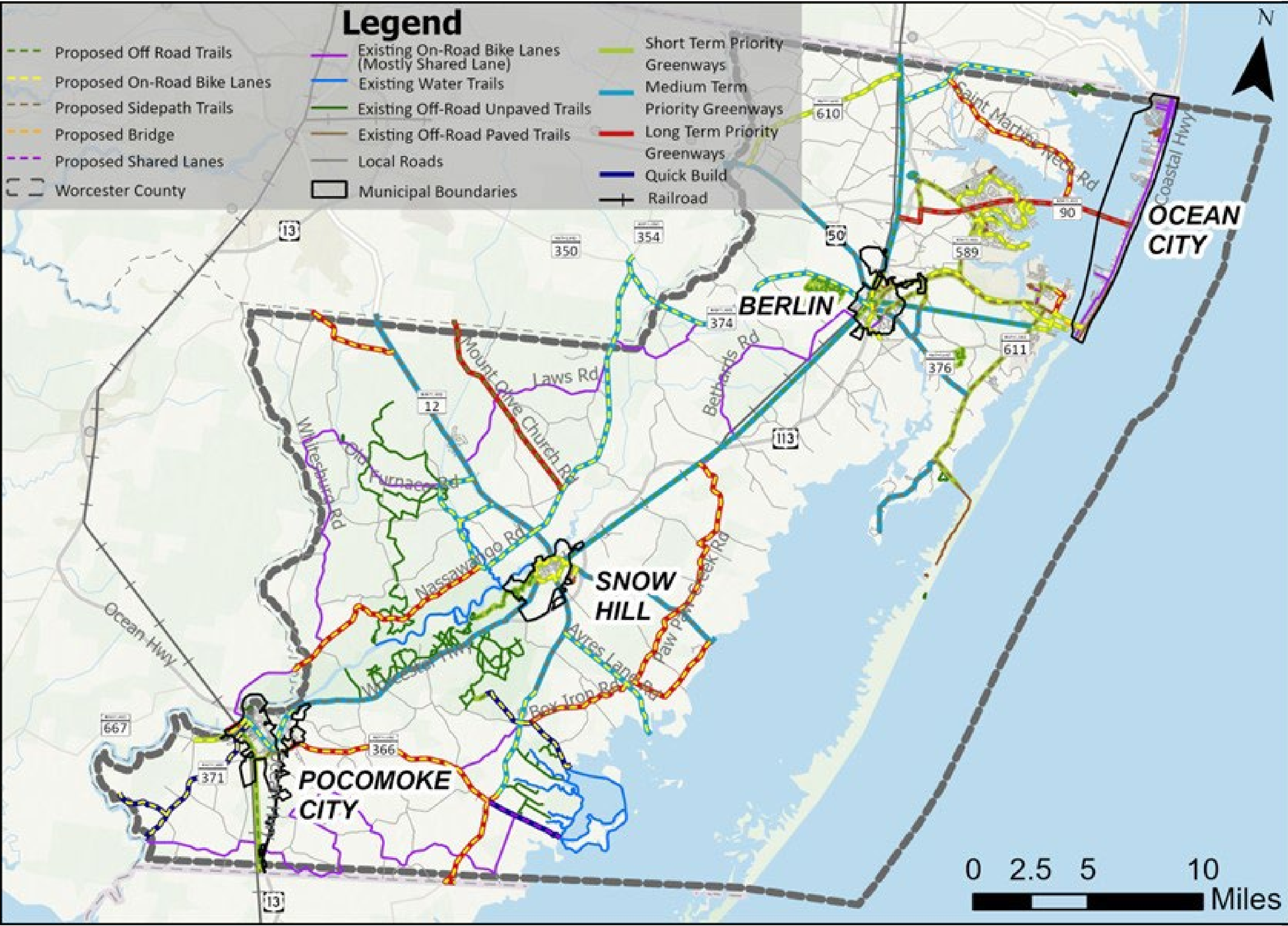
Worcester County Greenway Trails Master Plan
Appendix A
Proposed South County Greenway Network

Legend

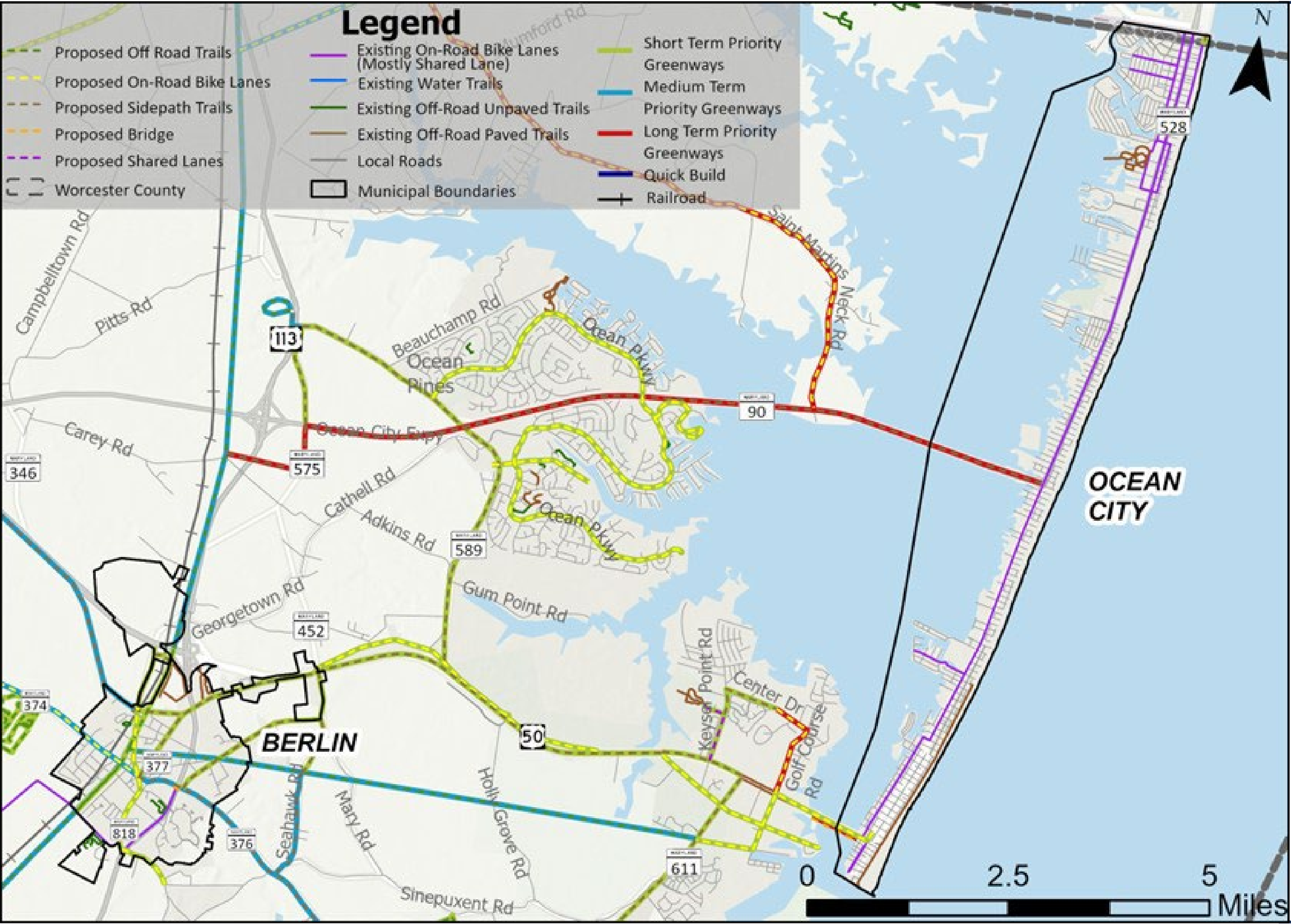
- Existing Water Trails
- Existing Off-Road Unpaved Trails
- Existing Off-Road Paved Trails
- Existing On-Road Bike Routes
- Medium priority destinations
- High priority destinations
- Schools
- Railroad
- Short Term Priority Greenways
- Medium Term Priority Greenways
- Long Term Priority Greenways
- Quick Build
- Libraries
- Municipal Boundaries
- Worcester County



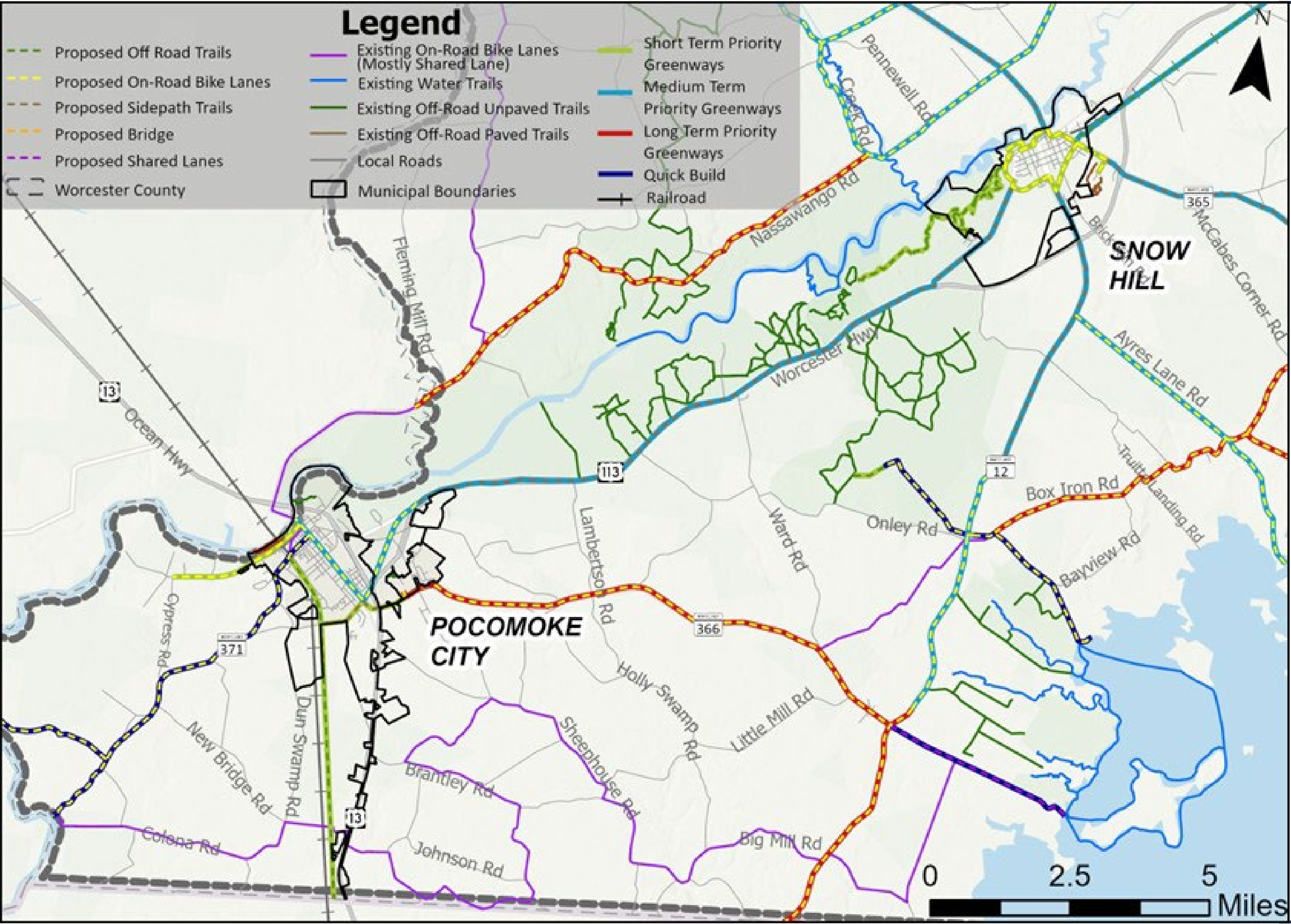
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Appendix A
Proposed Countywide Facility Types



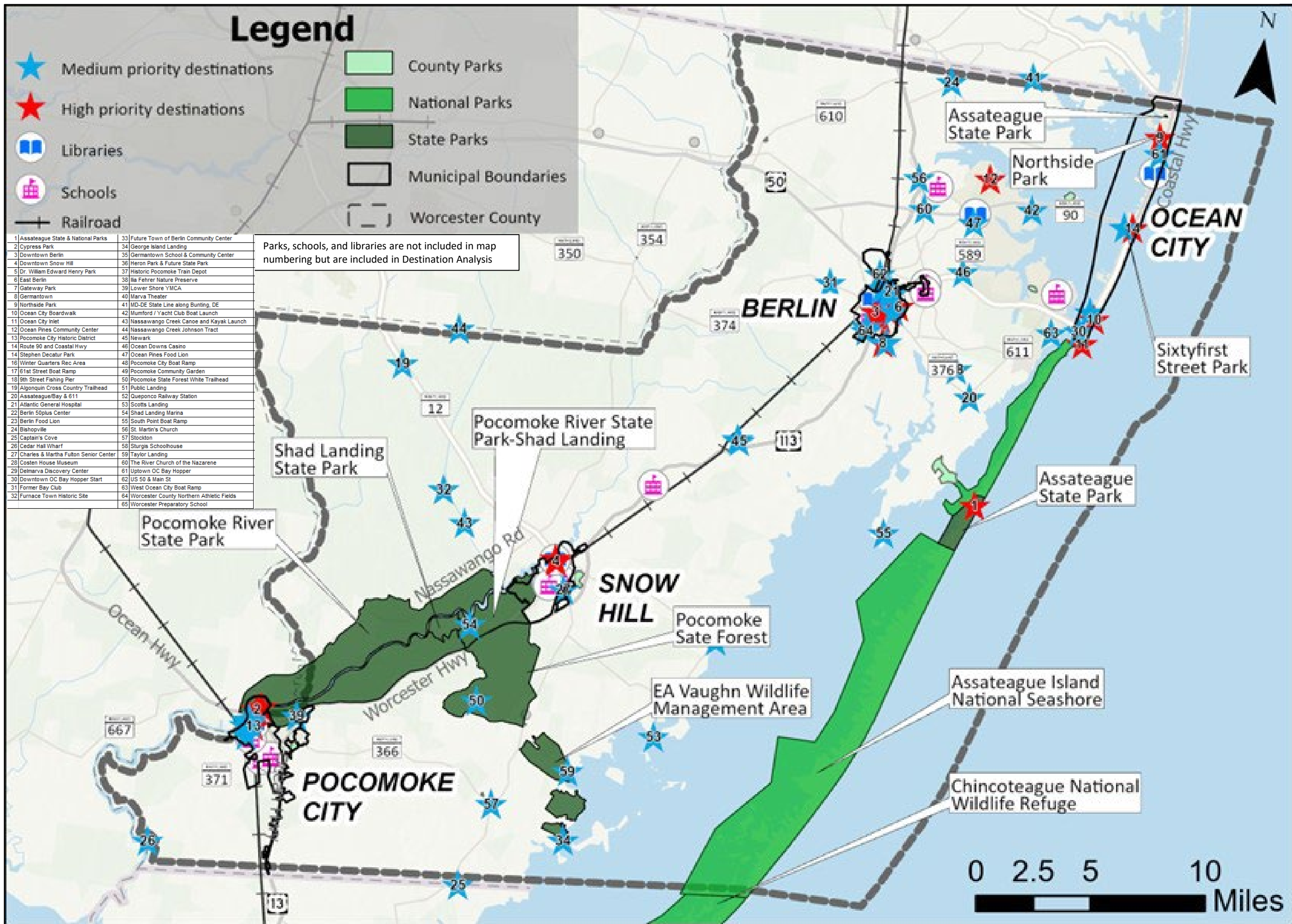
Worcester County Greenway Trails Master Plan
 Appendix A
 Proposed North County Facility Types



Worcester County Greenway Trails Master Plan
Appendix A
Proposed South County Facility Types



Worcester County Greenway Trails Master Plan
Appendix A
Proposed Countywide Destinations



Worcester County Greenway Trails Master Plan
Appendix A
Proposed North County Destinations

Legend

-  Medium priority destinations

 High priority destinations

 Libraries

 Schools

 Railroad
-  County Parks

 National Parks

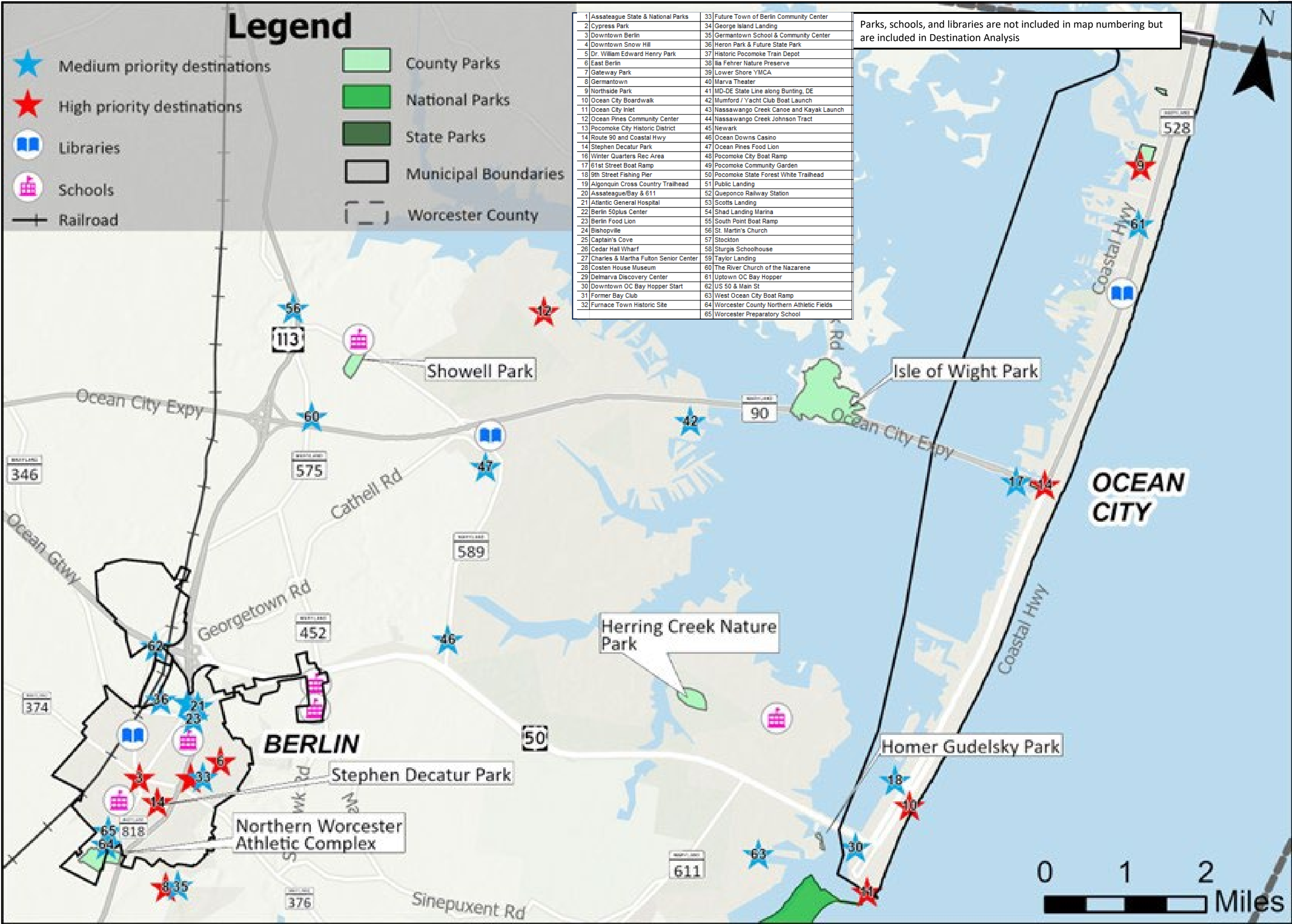
 State Parks

 Municipal Boundaries

 Worcester County

1 Assateague State & National Parks	33 Future Town of Berlin Community Center
2 Cypress Park	34 George Island Landing
3 Downtown Berlin	35 Germantown School & Community Center
4 Downtown Snow Hill	36 Heron Park & Future State Park
5 Dr. William Edward Henry Park	37 Historic Pocomoke Train Depot
6 East Berlin	38 Illa Fehrer Nature Preserve
7 Gateway Park	39 Lower Shore YMCA
8 Germantown	40 Marva Theater
9 Northside Park	41 MD-DE State Line along Bunting, DE
10 Ocean City Boardwalk	42 Mumford / Yacht Club Boat Launch
11 Ocean City Inlet	43 Nassawango Creek Canoe and Kayak Launch
12 Ocean Pines Community Center	44 Nassawango Creek Johnson Tract
13 Pocomoke City Historic District	45 Newark
14 Route 90 and Coastal Hwy	46 Ocean Downs Casino
14 Stephen Decatur Park	47 Ocean Pines Food Lion
16 Winter Quarters Rec Area	48 Pocomoke City Boat Ramp
17 61st Street Boat Ramp	49 Pocomoke Community Garden
18 9th Street Fishing Pier	50 Pocomoke State Forest White Trailhead
19 Algonquin Cross Country Trailhead	51 Public Landing
20 Assateague/Bay & 611	52 Queponco Railway Station
21 Atlantic General Hospital	53 Scotts Landing
22 Berlin 50plus Center	54 Shad Landing Marina
23 Berlin Food Lion	55 South Point Boat Ramp
24 Bishopville	56 St. Martin's Church
25 Captain's Cove	57 Stockton
26 Cedar Hall Wharf	58 Sturgis Schoolhouse
27 Charles & Martha Fulton Senior Center	59 Taylor Landing
28 Costen House Museum	60 The River Church of the Nazarene
29 Delmarva Discovery Center	61 Uptown OC Bay Hopper
30 Downtown OC Bay Hopper Start	62 US 50 & Main St
31 Former Bay Club	63 West Ocean City Boat Ramp
32 Furnace Town Historic Site	64 Worcester County Northern Athletic Fields
	65 Worcester Preparatory School

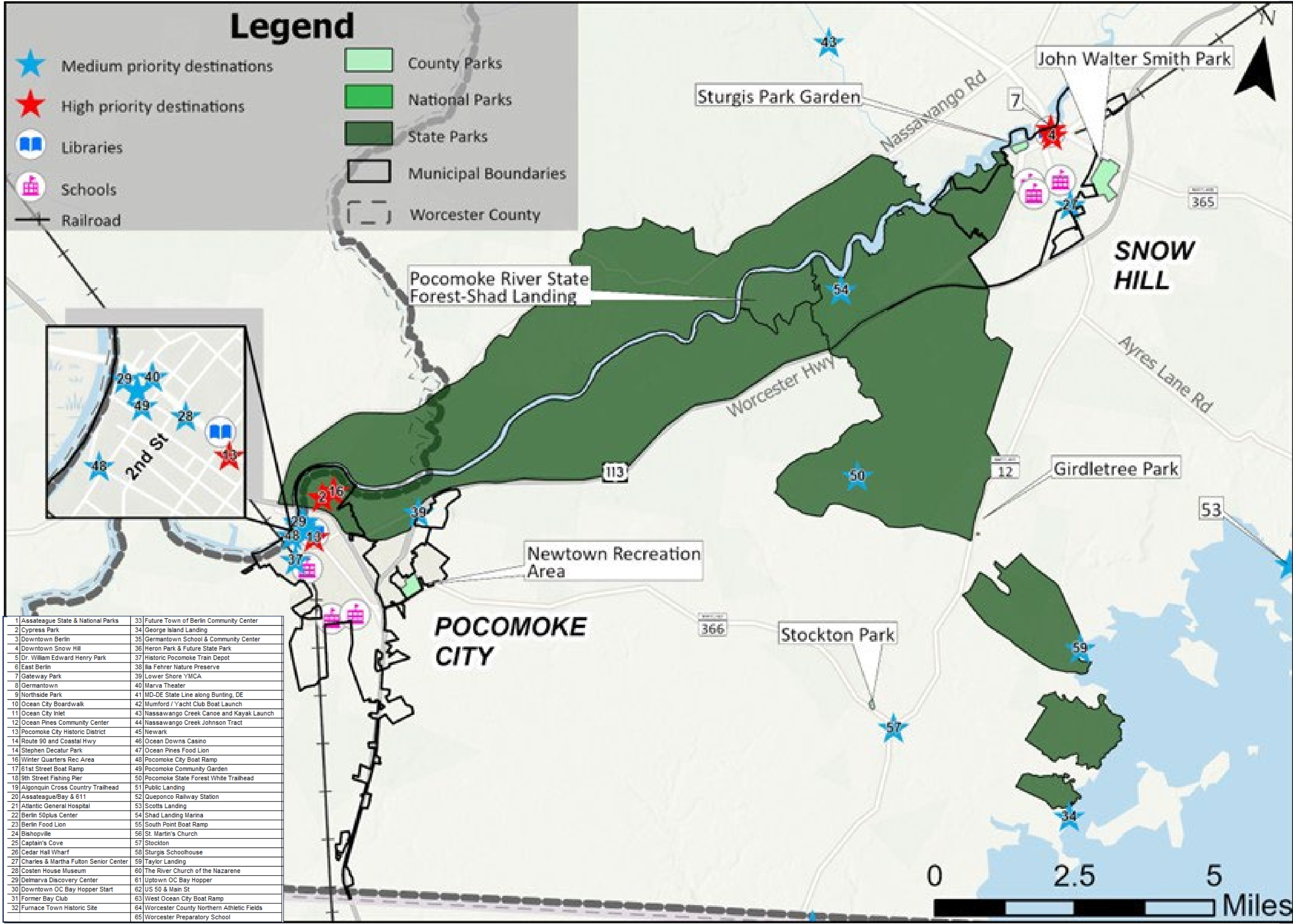
Parks, schools, and libraries are not included in map numbering but are included in Destination Analysis



Worcester County Greenway Trails Master Plan

Appendix A

Proposed South County Destinations



Parks, schools, and libraries are not included in map numbering but are included in Destination Analysis

Worcester County Greenway Trail Destination Analysis																
Priority Level (High or medium)	Destination	is it Publicly Accessible (Y/N)	Is it an urban area / population center?	Is it a Park? (Y/N)	Is it a school? (Y/N)	Is it an existing trail head? (Y/N)	Is it a recreational destination? (Y/N)	Is it a commerical destination? (Y/N)	Is it a community center / destination? (Y/N)	Is it a residential community? (Y/N)	Is it within a dis-advantaged community? (Y/N)	Does it connect to public transit? (Y/N)	Was it requested by a Stakeholder? (Y/N)	Is it North, Central, or South County?	Other considerations:	Score
High	Pocomoke High School	Y			Y				Y		Y	Y	Y	South		6
Medium	Berlin Intermediate School	Y			Y				Y		Y	Y		North		4
Medium	Buckingham Elementary School	Y			Y				Y		Y	Y		North		4
Medium	Ocean City Elementary School	Y			Y					Y			Y	North		4
Medium	Pocomoke Elementary School	Y			Y				Y		Y		Y	South		5
Medium	Pocomoke Middle School	Y			Y				Y		Y	Y		South		5
Medium	Showell Elementary School	Y			Y				Y					North		3
Medium	Snow Hill Elementary School	Y			Y				Y		Y	Y		Central		5
Medium	Snow Hill High School	Y			Y				Y		Y	Y		Central		5
Medium	Snow Hill Middle School	Y			Y				Y		Y	Y		Central		5
Medium	Stephen Decatur High School	Y			Y				Y		Y		Y	North		5
Medium	Stephen Decatur Middle School	Y			Y				Y		Y			North		5
Medium	Worcester Technical High School	Y			Y				Y					Central		3
Medium	Berlin Community Center (Flower Street) & Head Start	Y			Y				Y	Y	Y		Y	North		5
Medium	Worcester Preparatory School				Y								Y	North		2
High	Byrd Park	Y	Y	Y		Y	Y			Y	Y	Y	Y	Central		9
High	Herring Creek Nature Park	Y		Y		Y	Y			Y			Y	North		6
High	Homer Gudelsky Park	Y		Y			Y			Y		Y	Y	North		6
High	John Walter Smith Park	Y		Y		Y	Y		Y		Y	Y	Y	Central		6
High	Newtown Recreation Area	Y		Y		Y	Y				Y	Y		South		6
High	Pocomoke Community Garden/Corner Sanctuary	Y		Y		Y	Y				Y	Y	Y	Central		7
High	Gateway Park (Snow Hill)	Y		Y		Y	Y				Y		Y	Central		6
High	Assateague Island	Y		Y		Y	Y						Y	Central	Major Tourist and local recreational destination, main access (MD611) has crash history - ranking as high due to crashes	5
Medium	Adkins Mill Park	y		y		Y	Y							Central		4
Medium	Algonquin Cross Country Trailhead	Y		Y		Y	Y							Central		4
Medium	Assateague NPS Headquarters	Y		Y		Y	Y						Y	Central		5
Medium	Bishopville	Y	Y	Y						Y				North		4
Medium	Bishopville Park	Y		Y			Y							North		3
Medium	Former Bay Club	Y		Y		Y	Y						Y	Central		5
Medium	Furnace Town Historic Site	Y		Y		Y	Y						Y	Central		5

Worcester County Greenway Trail Destination Analysis																
Priority Level (High or medium)	Destination	is it Publicly Accessible (Y/N)	Is it an urban area / population center?	Is it a Park? (Y/N)	Is it a school? (Y/N)	Is it an existing trail head? (Y/N)	Is it a recreational destination? (Y/N)	Is it a commerical destination? (Y/N)	Is it a community center / destination? (Y/N)	Is it a residential community? (Y/N)	Is it within a dis-advantaged community? (Y/N)	Does it connect to public transit? (Y/N)	Was it requested by a Stakeholder? (Y/N)	Is it North, Central, or South County?	Other considerations:	Score
Medium	Girdletree Park	Y		Y			Y			Y				South		4
Medium	Hickory Point Natural Area	Y		Y		Y	Y							South		4
Medium	Ilia Fehrer Nature Preserve	Y		Y										North		2
Medium	Isle of Wight Park	Y		Y			Y							North		3
Medium	Nassawango Creek Canoe Launch	Y		Y			Y						Y	Central		4
Medium	Nassawango Creek Johnson Tract	Y		Y			Y							Central		3
Medium	Newark Park	Y		Y			Y							Central		3
Medium	Northern Worcester Athletic Complex	Y		Y			Y		Y		Y			North		5
Medium	Pocomoke State Forest White Trailhead	Y		Y		Y	Y						Y	South		5
Medium	Public Landing	Y		Y			Y			Y			Y	Central		5
Medium	Shad Landing Marina	Y		Y		Y	Y						Y	Central		5
Medium	Shad Landing Park	Y		Y		Y	Y						Y	South		5
Medium	Showell Park	Y		Y			Y				Y		Y	North		5
Medium	Stockton Park	Y		Y			Y							South		3
Medium	Whaleyville Park	Y		Y			Y							North		3
High	Stephen Dectur Park	Y		Y		Y	Y			Y			Y	North		6
Medium	Heron Park	Y		Y		Y	Y						Y	North		5
High	Dr. William Henry Park	Y		Y			Y			Y	Y		Y	North		6
Medium	Worcester County Northern Athletic Complex/Berlin Little League	Y		Y		Y	Y						Y	North		5
High	Ocean City Boardwalk	Y		Y		Y	Y	Y				Y	Y	North	Major Tourist Destination	7
High	Northside Park	Y		Y		Y	Y		Y			Y	Y	North		7
Medium	Sturgis One Room School House	Y		Y					Y		Y		Y	South		5
High	Cypress Park Recreation Complex	Y		Y		Y	Y				Y		Y	South		6
High	Winter Quarters Rec Area	Y		Y		Y	Y				Y		Y	South		6
Medium	Ocean City Library	Y							Y			Y		North		3
Medium	Pocomoke Library	Y							Y		Y	Y	Y	South		5
Medium	Snow Hill Library	Y							Y		Y	Y	Y	Central		5
High	Ocean Pines Library	Y				Y	Y		Y			Y	Y	North		6
High	Downtown Snow Hill	Y	Y					Y	Y	Y	Y	Y	Y	Central		8
Medium	Berlin Library	Y							Y		Y	Y	Y	North		5
High	Ocean Pines Community Center	Y				Y	Y		Y			Y	Y	North		6
Medium	Atlantic General Hospital	Y							Y		Y	Y	Y	North		5
Medium	Berlin 50+ Center	Y							Y		Y	Y	Y	North		5
Medium	Charles & Martha Fulton Senior Center	Y							Y		Y	Y	Y	Central		5
Medium	Lower Shore YMCA	Y					Y		Y		Y			South		4

Worcester County Greenway Trail Destination Analysis																
Priority Level (High or medium)	Destination	is it Publicly Accessible (Y/N)	Is it an urban area / population center?	Is it a Park? (Y/N)	Is it a school? (Y/N)	Is it an existing trail head? (Y/N)	Is it a recreational destination? (Y/N)	Is it a commerical destination? (Y/N)	Is it a community center / destination? (Y/N)	Is it a residential community? (Y/N)	Is it within a dis-advantaged community? (Y/N)	Does it connect to public transit? (Y/N)	Was it requested by a Stakeholder? (Y/N)	Is it North, Central, or South County?	Other considerations:	Score
Medium	The River Church of the Nazarine	Y							Y					North		2
Medium	Germantown School & Community Center	Y							Y	Y	Y		Y	North		5
Medium	Delmarva Discovery Center	Y							Y		Y		Y	South		4
Medium	Costen House	Y							Y		Y		Y	South		4
Medium	Pocomoke Train Depot	Y							Y		Y		Y	South		4
High	Downtown Berlin	Y	Y					Y		Y	Y	Y	Y	North		7
High	East Berlin	Y	Y							Y	Y	Y	Y	North	Reconnecting Communities funding awarded to achieve this connection	8
High	Germantown	Y	Y							Y	Y	Y	Y	North	Reconnecting Communities funding awarded to achieve this connection	7
High	MD 90 and Coastal Hwy	Y	Y				Y	Y		Y		Y	Y	North		7
High	Pocomoke City Historic District	Y	Y					Y		Y	Y	Y	Y	South		8
Medium	Berlin Food Lion	Y						Y				Y	Y	North		4
Medium	Captain's Cove, VA	Y	Y					Y		Y				South		4
Medium	Cedar Hall Wharf	Y					Y							South		2
Medium	Downtown OC Bay Hopper Stop	Y										Y	Y	North		3

Worcester County Greenway Trail Master Plan - Appendix A

Worcester County Greenway Trail Alignment Analysis																							
Priority level (Short, Medium, Long term, Quick Build)	Segment							Connectivity Factors						Environmental Factors							Other Factors		
	Segment Number	Segment Name	Start Point	End Point	Total Length (approx miles)	Facility type (assumed)	Previously planned or design underway? (Y/N)	Available ROW (Y/N or Partial)	# Road Crossings	# Midblock Crossings	# Bridges Needed	# High Priority Destinations	# Medium Priority Destinations	private property impapcts (Y/N)	Forest impact (Y/N)	Nontidal Wetland impact (Y/N)	Tidal Wetland impact (Y/N)	Floodplain Impact (Y/N)	Farmland impact (Y/N)	Historic Impact (Y/N)	Requested by Stakeholders (Y/N)	Is it North, Central, or South County?	Corrects Safety Issues?
Medium	1	Delaware-Maryland Railroad North Country	Delaware-Maryland Border	US 50 & Main St, Berlin	7.6	Trail	N	Y	11	0	0	0	1	N	Y	N	N	N	N	N	Y	North	N
Medium	2	Delaware-Maryland Railroad South Country	Broad & Main, Berlin	Snow Hill Train Station	13.6	Trail	N	Partial	13	0	0	2	4	Y	Y	N	N	N	N	N	Y	Central	N
Short	3	MD 589/575	Race Track & Greys Corner	MD 90 & MD 575	5.5	Sidepath	N	Partial	9	0	0	0	4	N	N	N	N	N	N	N	Y	North	Y
Medium	4	Snow Hill to Civic Pride Bike Route	Downtown Snow Hill	MD 12 & Wicomico County line	10.6	Sidepath	N	Y	5	0	0	2	1	N	N	N	N	N	N	N	N	Central	N
Medium	5	MD 365	John Walter Smith Park	Public Landing	5.5	Sidepath	N	Y	2	0	0	1	1	N	N	N	N	N	N	N	N	Central	N
Long	6	Stockton to Captain's Cove on MD 12	Stockton	Captain's Cove	4	On-Road Bike Lane	N	Y	3	0	0	0	2	N	N	N	N	N	N	N	Y	South	N
Medium	7	S Point Rd	611 & Verrazano Bridge	South Point Boat Landing	3.6	Sidepath	N	Partial	3	0	0	0	2	Y	N	N	N	N	N	N	Y	Central	N
Quick Build	8	George Island Landing Rd	Church St & George Island Landing Rd	George Island Landing	2.8	On-Road Shared Lane	N	Y	1	0	0	0	2	N	N	N	Y	N	N	N	N	South	N
Medium	9	US 113	US 113 & Olds Rd	Business 113 and Coulbourne	10	Sidepath	N	Y	9	1	0	2	2	N	N	N	N	N	N	N	Y	South	Y
Short	10	Pocomoke Railroad Dual-Use Bikeway	Pocomoke City	Maryland-Virginia Border	5	Trail	Y	Y	4	0	0	1	2	N	N	Y	N	N	N	N	Y	South	N
Short	11	Snow Hill Proposed Bikeloop	Snow Hill	Snow Hill	5	On-Road Bike Lane, Partial trail	Y	Partial	5	0	0	3	6	N	Y	N	N	Y	N	N	Y	Central	Y
Short	12	Illia Fehrre Nature Preserve Trails	-	-	-	Trail	Y	Y	0	0	?	0	1	N	Y	Y	N	Y	N	N	Y	Central	Y
Long	13	MD 90	Delaware-Maryland Railroad	MD 90 & Coastal Hwy	8.6	Sidepath, On-Road Bike Lane Over Assawoman Bridge	Y	Y	9	0	3	2	1	N	Y	N	N	Y	N	N	Y	North	Y
Short	14	Bay Club Trails	-	-	-	Trail	Y	Y	0	0	0	0	1	N	N	N	N	N	N	N	Y	North	N
Medium	15	MD 376	Bay St & MD 818	MD 376 & MD 611	4.5	Sidepath, On-Road Bike Lane Over Ayer Creek	N	Y	5	3	0	1	3	N	N	N	N	Y	N	N	Y	North	N
Long	16	Southern Trail Extension from Railroad	Snow Hill Train Station	Dukes Rd, West of Girdletree	5	Trail	N	Partial	4	0	1	1	0	Y	Y	Y	N	N	Y	N	N	South	N
Quick Build	17	Girdletree to Pocomoke White Trail Bike Lane Portion	Girdletree Park	Edge of Dukes Rd	1.8	On-Road Bike Lane	N	Y	1	0	0	0	1	N	N	N	N	N	N	N	Y	South	N
Short	18	Trail to White Trail Head	Edge of Dukes Rd	Pocomoke State Forest White Trail Head	0.5	Trail	N	Partial	0	0	0	0	1	Y	Y	N	N	N	N	N	Y	South	N
Medium	19	MD-DE State Line	Selby Rd	Bishopville Rd	2.4	On-Road Bike Lane	N	Y	0	0	0	0	0	N	Y	N	N	N	N	N	N	North	N
Medium	20	Bishopville	Bishop & Delaware-Maryland Railroad	Bishopville Rd & Line Rd	2.6	On-Road Bike Lane	N	Partial	5	0	0	0	1	Y	N	N	N	N	N	N	N	North	N
Long	21	St Martins Neck Rd	Bishopville Rd	Isle of Wight	5.5	On-Road Bike Lane	N	Partial	3	0	0	0	3	Y	N	N	Y	Y	N	N	N	North	N
Short	22	Ocean Pkwy	Deer Track & Ocean Pkwy	Stansell House Coastal Hospice	8.2	On-Road Bike Lane	N	Partial	16	0	0	1	0	Y	N	N	Y	Y	N	N	Y	North	Y
Short	23	US 50 to Herring Creek	US 50 & Keyser Point	Herring Creek Nature Park	0.8	On-Road Shared Lane	N	Y	0	0	0	1	0	N	N	N	N	N	N	N	Y	North	N
Short	24	Center Dr to Ocean City Elementary School	Center Dr & Keyser Point	Ocean City Elementary School	0.7	Sidepath	N	Y	1	0	0	0	1	N	N	N	N	N	N	N	Y	North	N
Short	25	Old Bridge Rd	US 50	Homer Gudelsky Park	1.8	On-Road Bike Lane	N	Partial	6	3	0	1	0	Y	N	N	N	Y	N	N	Y	North	N
Short	26	Germantown Rd US 113 Pedestrian Bridge	Tyree Cemetery	Northern Worcester Athletic Complex	0.3	Bridge	Y	Partial	1	0	1	1	1	N	N	N	N	N	N	N	Y	North	Y
Short	27	Berlin Railroad Dual-Use Bikeway	US 50	Evans Rd	2	Trail	Y	Partial	8	0	0	1	3	N	N	N	N	N	N	N	Y	North	Y
Short	28	Route 611 Bike Path	US 50	Verrazano Bridge	7.8	Sidepath	Y	Partial	12	6	0	0	2	Y	Y	N	N	N	N	N	Y	Central	Y
Medium	29	Old Furnace and Red House	Snow Hill & Red House	Snow Hill & Old Furnace	4.1	Sidepath	N	N	0	0	0	0	2	Y	Y	Y	N	N	N	N	Y	Central	N
Short	30	Pocomoke Beltway	Pocomoke Elementary School	Newtown Park	1.4	Sidepath	N	Y	5	0	1	2	1	N	N	N	N	N	N	N	Y	Central	Y
Medium	31	MD 354	Snow Hill Rd	Adkins Mill Park	10	On-Road Bike Lane	N, but narrow bike lane already exists	Y	5	0	0	0	1	N	N	N	N	N	N	N	N	Central	N
Medium	32	Stockton to Girdletree	Girdletree Park	Stockton boundary on MD 12	2.8	On-Road Bike Lane	N	Partial	1	0	0	0	2	Y	Y	N	N	N	N	N	Y	South	N
Long	33	Golf Course Rd	US 50	Ocean City Elementary School	1.1	On-Road Bike Lane	N	N	3	3	0	0	1	Y	N	N	N	N	N	N	Y	North	Y
Long	34	New Bridge to Ocean City	Old Bridge Rd	Worcester St	0.5	Bridge	N	N	0	0	0	2	0	Y	N	N	N	N	N	N	Y	North	Y
Medium	35	OC to Berlin Utility ROW	Sunset Ave & MD 611	Berlin Fire Company Headquarters	5.7	Trail	N	Partial	12	0	1	3	2	Y	Y	N	N	N	N	N	Y	North	Y
Short	36	Bike Lane to West Ocean City	Philadelphia & 1st	Sunset Ave & MD 611	2.3	On-Road Bike Lane	Y	Partial	6	8	0	1	1	N	N	N	N	N	N	N	Y	North	Y
Quick Build	37	Initial Extension of West Ocean City Sidepath	US 50 & MD 611	US 50 & Old Bridge	0.9	Sidepath	N	Partial	3	8	0	0	0	Y	N	N	N	N	N	N	Y	North	Y
Short	38	Grey's Corner Bike Lane	US 50 & Old Bridge	Stephen Decatur High School	3.2	On-Road Bike Lane	N	Partial	7	0	0	0	1	Y	N	N	N	N	N	N	Y	North	Y
Short	39	West Ocean City to Berlin Sidepath	Stephen Decatur High School	Old Ocean City & MD 818	5.6	Sidepath	N	Partial	10	10	0	0	7	Y	N	N	N	N	N	N	Y	North	Y
Medium	40	Church St Sidepath	Church St & Lank St	Cool Spring United Methodist Church	4.1	Sidepath	N	Y	4	0	0	1	1	N	N	N	N	N	N	N	Y	South	N
Medium	41	Bike Lane Into Girdletree Park	Cool Spring United Methodist Church	Girdletree Park	1.3	On-Road Bike Lane	N	Y	1	0	0	0	1	N	N	N	N	N	N	N	Y	South	N
Quick Build	42	Taylor Landing Rd	Girdletree Park	Taylor Landing	2.5	On-Road Shared Lane	N	Y	1	0	0	0	2	N	N	N	N	N	N	N	Y	South	N

Worcester County Greenway Trail Master Plan - Appendix A

Worcester County Greenway Trail Alignment Analysis																							
Priority level (Short, Medium, Long term, Quick Build)	Segment							Connectivity Factors						Environmental Factors							Other Factors		
	Segment Number	Segment Name	Start Point	End Point	Total Length (approx miles)	Facility type (assumed)	Previously planned or design underway? (Y/N)	Available ROW (Y/N or Partial)	# Road Crossings	# Midblock Crossings	# Bridges Needed	# High Priority Destinations	# Medium Priority Destinations	private property imapcts (Y/N)	Forest impact (Y/N)	Nontidal Wetland impact (Y/N)	Tidal Wetland impact (Y/N)	Floodplain Impact (Y/N)	Farmland impact (Y/N)	Historic Impact (Y/N)	Requested by Stakeholders (Y/N)	Is it North, Central, or South County?	Corrects Safety Issues?
Long	43	MD 366	Newtown Park	Church St & George Island Landing Rd	7.8	On-Road Bike Lane	N	Y	5	0	0	1	1	N	N	N	N	N	N	N	N	South	N
Medium	44	MD 374	Berlin	Adkins Mill Park	10.3	Sidepath	N	Y	4	0	0	1	2	N	N	N	N	N	N	N	N	North	Y
Short	45	Spur Between Railroad and MD 818	Maryland-Delaware Railroad at Kitts Branch	MD 818 and TidalHealth	0.2	Sidepath	N	N	0	0	1	0	1	Y	N	Y	N	N	N	N	N	North	Y
Medium	46	US 50 from Berlin	MD 346 & MD 818	US 50 & Pocomoke River	7.1	Sidepath	N	Y	6	0	0	1	0	N	N	N	N	N	N	N	N	North	Y
Short	47	MD 610	US 50	Maryland-Delaware Railroad	6.4	On-Road Bike Lane	N	Y	8	0	0	0	0	N	N	N	N	N	N	N	N	North	N
Long	48	St. Lukes Rd	St. Lukes Rd & MD 12	St. Lukes & Stevens Rd	3.5	On-Road Bike Lane	N	Y	2	0	0	0	0	N	N	N	N	N	N	N	N	Central	N
Long	49	Girdletree to Public Landing	Girdletree Park	Public Landing	7.9	On-Road Bike Lane	N	Partial	5	0	0	0	2	Y	N	N	N	Y	N	N	N	Central	N
Quick Build	50	4th Street to Cedar Hall Wharf Rd	4th & Market	Cedar Hall Wharf	5.8	On-Road Bike Lane	N	Y	3	0	0	2	2	N	N	Y	N	Y	N	N	N	South	N
Quick Build	51	Hickory Point Rd	Cedar Hall Wharf Rd & Hickory Point Rd	Hickory Point Natural Parking Area	2	On-Road Bike Lane	N	Y	1	0	0	0	1	N	N	Y	N	Y	N	N	N	South	N
Medium	52	Ayres Lane Scotts Landing	MD 12 & Ayres Lane Rd	Scotts Landing	4.9	On-Road Bike Lane	N	Y	1	0	0	0	1	N	N	N	N	N	N	N	N	Central	N
Long	53	Scotts Landing to Newark	Bayside Rd & Paw Paw Creek Rd	Basket Switch Rd & Maryland-Delaware Railroad	9.5	On-Road Bike Lane	N	Partial	4	0	0	0	0	Y	N	N	N	N	N	N	N	Central	N
Short	54	Manklin Creek Rd	Food Lion	Eastern end of street	1.1	On-Road Bike Lane	N	Y	4	0	0	0	1	N	N	N	N	N	N	N	N	North	Y
Short	55	Decatur HS and MS Sidepath	US 50 & Seahawk Rd	Seahawk Rd & Utility ROW	1.1	Sidepath	N	Y	1	2	0	0	2	N	N	N	N	N	N	N	Y	North	Y
Medium	56	Bypass Rd / Market St Bike Lanes	US 113 & Olds Rd	4th & Market	3.1	On-Road Bike Lane	N	Y	10	0	0	2	2	N	N	N	N	N	N	N	Y	South	Y
Medium	57	Creek and Nassawango Bike Lanes	Nassawango Creek Preserve Canoe and Kayak Launch	Nassawango Rd & Snow Hill Rd	4.2	On-Road Bike Lane	N	Y	3	0	0	0	1	N	N	N	N	Y	N	N	N	Central	N
Long	58	Utility Corridor from Mt Olive Church to Whiton	Whiton & Shell	Nassawango Creek Preserve Johnson Tract	7.3	Trail	N	Y	2	0	0	0	0	N	N	Y	N	Y	N	N	N	Central	N
Short	59	Riverside Bike Lane	Riverside & Willow	Riverside & Laurel	0.2	On-Road Bike Lane	N	Y	3	0	0	0	1	N	N	N	N	N	N	N	Y	South	Y
Medium	60	Seahawk Southern Extension	Seahawk Rd & Utility ROW	Seahawk & Assateague Rd	1.2	Sidepath	N	Partial	2	0	0	0	0	N	N	N	N	N	N	N	Y	North	N
Short	61	Ocean Pines Yacht Bike Lane	Ocean Pkwy & Carrolton Ln	Pines Point Marina	1.2	On-Road Bike Lane	N	Y	3	0	0	0	1	N	N	N	N	N	N	N	Y	North	N
Short	62	Flower Street Sidepath	Seahawk Rd & Flower St	Railroad Ave & Flower St	1.2	Sidepath	N	Partial	3	0	0	1	0	Y	N	N	N	N	N	N	Y	North	Y
Medium	63	Saint Martin's Church Extension	MD 589 & MD 575	St. Martin's Church Property	0.2	Sidepath	N	Y	3	0	0	0	1	N	N	N	N	N	N	N	Y	North	N
Medium	64	Saint Martin's Church Trail	-	-	0.7	Trail	N	Y	0	0	0	0	1	N	Y	Y	N	N	N	N	Y	North	N

Table - 5

Worcester County Greenway Trail Master Plan - Appendix A

Worcester County High Pririty Greenway Trail Segments								Connectivity Factors						Environmental Factors							Other Factors			Environmental Notes	Recommended Funding Source
Segment Number	Segment Name	Start Point	End Point	Route Description	Total Length (approx miles)	Facility type (assumed)	Previously planned or design underway? (Y/N)	Available ROW (Y/N or Partial)	# Road Crossings	# Midblock Crossings	# Bridges Needed	# High Priority Destinations	# Medium Priority Destinations	private property imapcts (Y/N)	Forest impact (Y/N)	Nontidal Wetland impact (Y/N)	Tidal Wetland impact (Y/N)	Floodplain Impact (Y/N)	Farmland impact (Y/N)	Historic Impact (Y/N)	Requested by Stakeholder (Y/N)	Is it North, Central, or South County?	Corrects Safety Issues		
3	MD 589/575	Race Track & Greys Corner	MD 90 & MD 575	Undivided 3-lane Highway	5.5	Sidewpath	N	Partial	9	0	0	0	4	N	N	N	N	N	N	N	Y	North	Y		TAP, Bikeways, CRP, RAISE, ATIIP, SS4A
8	George Island Landing Rd	Church St & George Island Landing Rd	George Island Landing	Rural two-lane roadway	2.8	On-Road Shared Lane	N	Y	1	0	0	0	2	N	N	N	Y	N	N	N	N	South	N	Wetland Impacts negated by facility type	County CIP
10	Pocomoke Railroad Dual-Use Bikeway	Pocomoke City	Maryland-Virginia Border	Active railway - infrequent trains	5	Trail	Y	Y	4	0	0	1	2	N	N	Y	N	N	N	N	Y	South	N	Utilizing ex. RR bed will reduce impact to wetlands	TAP, Bikeways, CRP, RAISE, ATIIP, RSTG, SS4A
11	Snow Hill Proposed Bikeloop	Snow Hill	Snow Hill	Various rural township streets	5	On-Road Bike Lane, Partia	Y	Partial	5	0	0	3	6	N	Y	N	N	Y	N	N	Y	Central	Y	utilizing on-street lanes will reduce floodplain compliance concerns	TAP, Bikeways, CRP, ATIIP, SS4A
12	Illia Fehrer Nature Preserve Trails	-	-	Recreational trails	-	Trail	Y	Y	0	0	?	0	1	N	Y	Y	N	Y	N	N	Y	Central	Y	Reduce forest impacts via selective trail placement	RTP
14	Bay Club Trails	-	-	Recreational trails	-	Trail	Y	Y	0	0	0	0	1	N	N	N	N	N	N	N	Y	North	N		RTP
17	Girdletree to Pocomoke White Trail Bike Lane	Girdletree Park	Edge of Dukes Rd	Rural two-lane roadway	1.8	On-Road Bike Lane	N	Y	1	0	0	0	1	N	N	N	N	N	N	N	Y	South	N		TAP, Bikeways, CRP, RAISE, ATIIP, RSTG, SS4A
18	Trail to White Trail Head	Edge of Dukes Rd	Pocomoke State Forest White T	Rural two-lane roadway	0.5	Trail	N	Partial	0	0	0	0	1	Y	Y	N	N	N	N	N	Y	South	N	Forest impact may occur through trail extension	RTP
22	Ocean Pkwy	Deer Track & Ocean Pkwy	Stansell House Coastal Hospice	Suburban Divided Collector	8.2	On-Road Bike Lane	N	Partial	16	0	0	1	0	Y	N	N	Y	Y	N	N	Y	North	Y	No major environemntal impacts if on-road facility used.	TAP, Bikeways, CRP, RAISE, ATIIP, RSTG, SS4A
23	US 50 to Herring Creek	US 50 & Keyser Point	Herring Creek Nature Park	Suburban two-lane roadway	0.8	On-Road Shared Lane	N	Y	0	0	0	1	0	N	N	N	N	N	N	N	Y	North	N		Fund 79
24	Center Dr to Ocean City Elementary School	Center Dr & Keyser Point	Ocean City Elementary School	Suburban two-lane roadway	0.7	Sidewpath	N	Y	1	0	0	0	1	N	N	N	N	N	N	N	Y	North	N	Will require drainage work if using ex. RoW - ex. ditch will need to be replaced	TAP, SRTS, Bikeways, CRP, RAISE, ATIIP, RSTG, SS4A
25	Old Bridge Rd	U5 50	Homer Gudelsky Park	Suburban two-lane roadway	1.8	On-Road Bike Lane	N	Partial	6	3	0	1	0	Y	N	N	N	Y	N	N	Y	North	N	No major environemntal impacts if on-road facility used.	TAP, Bikeways, CRP, RAISE, ATIIP, RSTG, SS4A
26	Germantown Rd US 113 Pedestrian Bridge	Tyree Cemetery	Northern Worcester Athletic Complex	Multilane Divided Highway	0.3	Bridge	Y	Partial	1	0	1	1	1	N	N	N	N	N	N	N	Y	North	Y		TAP, Bikeways, CRP, RAISE, ATIIP, RSTG, Reconnecting Communities, SS4A
27	Berlin Railroad Dual-Use Bikeway	US 50	Evans Rd	Inactive Railway	2	Trail	Y	Partial	8	0	0	1	3	N	N	N	N	N	N	N	Y	North	Y	Utilizing ex. RR bed will reduce impact to wetlands	TAP, Bikeways, CRP, RAISE, ATIIP, RSTG, SS4A
28	Route 611 Bike Path	US 50	Verrazano Bridge	Undivided 2-lane Highway	7.8	Sidewpath	Y	Partial	12	6	0	0	2	Y	Y	N	N	N	N	N	Y	Central	Y	May require some drainage modifications but or lane shifts, but should be able to remain in SHA RoW	TAP, Bikeways, CRP, RAISE, ATIIP, RSTG, SS4A
30	Pocomoke Beltway	Pocomoke Elementary School	Newtown Park	Undivided 2-lane Highway	1.4	Sidewpath	N	Y	5	0	1	2	1	N	N	N	N	N	N	N	Y	Central	Y		TAP, SRTS, Bikeways, CRP, RAISE, ATIIP, RSTG, SS4A
36	Bike Lane to West Ocean City	Philadelphia & 1st	Sunset Ave & MD 611	Undivided 4-lane Highway	2.3	On-Road Bike Lane	Y	Partial	6	8	0	1	1	N	N	N	N	N	N	N	Y	North	Y		TAP, Bikeways, CRP, RAISE, ATIIP, RSTG, SS4A
37	Initial Extension of West Ocean City Sidewpath	US 50 & MD 611	US 50 & Old Bridge	Multilane Divided Highway	0.9	Sidewpath	N	Partial	3	8	0	0	0	Y	N	N	N	N	N	N	Y	North	Y	May require some drainage modifications but or lane shifts, but should be able to remain in SHA RoW	TAP, Bikeways, CRP, RAISE, ATIIP, RSTG, SS4A
42	Taylor Landing Rd	Girdletree Park	Taylor Landing	Rural two-lane roadway	2.5	On-Road Shared Lane	N	Y	1	0	0	0	2	N	N	N	N	N	N	N	Y	South	N		County CIP
45	Spur Between Railroad and MD 818	Maryland-Delaware Railroad at	MD 818 and TidalHealth	Shared-Use Path through open	0.2	Sidewpath	N	N	0	0	1	0	1	Y	N	Y	N	N	N	N	N	North	Y	Bridge may be required for small waterway crossing	TAP, Bikeways, CRP, RAISE, ATIIP, RSTG, SS4A
47	MD 610	US 50	Maryland-Delaware Railroad	Undivided 2-lane Highway	6.4	On-Road Bike Lane	N	Y	8	0	0	0	0	N	N	N	N	N	N	N	N	North	N		TAP, Bikeways, CRP, RAISE, ATIIP, RSTG, SS4A
50	4th Street to Cedar Hall Wharf Rd	4th & Market	Cedar Hall Wharf	Rural and residential urban two-lane roadway	5.8	On-Road Bike Lane	N	Y	3	0	0	2	2	N	N	Y	N	Y	N	N	N	South	N	Utilizing ex. RoW reduces impacts	TAP, SRTS, Bikeways, CRP, RAISE, ATIIP, RSTG, SS4A

Table - 6

Worcester County Greenway Trail Master Plan - Appendix A

Worcester County High Pririty Greenway Trail Segments								Connectivity Factors						Environmental Factors								Other Factors				
Segment Number	Segment Name	Start Point	End Point	Route Description	Total Length (approx miles)	Facility type (assumed)	Previously planned or design underway? (Y/N)	Available ROW (Y/N or Partial)	# Road Crossings	# Midblock Crossings	# Bridges Needed	# High Priority Destinations	# Medium Priority Destinations	private property impacts (Y/N)	Forest impact (Y/N)	Nontidal Wetland impact (Y/N)	Tidal Wetland impact (Y/N)	Floodplain Impact (Y/N)	Farmland impact (Y/N)	Historic Impact (Y/N)	Requested by Stakeholder (Y/N)	Is it North, Central, or South County?	Corrects Safety Issues	Environmental Notes	Recommended Funding Source	
51	Hickory Point Rd	Cedar Hall Wharf Rd & Hickory Point Rd	Hickory Point Natural Parking Area	Rural two-lane roadway	2	On-Road Bike Lane	N	Y	1	0	0	0	1	N	N	Y	N	Y	N	N	N	South	N	Utilizing ex. RoW reduces impacts	TAP, SRTS, Bikeways, CRP, RAISE, ATIIP, RSTG, SS4A	
54	Manklin Creek Rd	Food Lion	Eastern end of street	Suburban 4-lane roadway	1.1	On-Road Bike Lane	N	Y	4	0	0	0	1	N	N	N	N	N	N	N	N	North	Y		TAP, Bikeways, CRP, RAISE, ATIIP, SS4A	
55	Decatur HS and MS Sidepath	US 50 & Seahawk Rd	Stephen Decatur Middle School	Suburban 4-lane roadway	0.5	Sidepath	N	Y	1	2	0	0	2	N	N	N	N	N	N	N	Y	North	Y		TAP, Bikeways, CRP, RAISE, ATIIP, SRTS, SS4A	
59	Riverside Bike Lane	Riverside & Willow	Riverside & Laurel	Urban two-lane roadway	0.2	On-Road Bike Lane	N	Y	3	0	0	0	1	N	N	N	N	N	N	N	Y	South	Y	No major environemntal impacts if on-road facility used.	TAP, Bikeways, CRP, RAISE, ATIIP, RSTG, SS4A	
61	Ocean Pines Yacht Bike Lane	Ocean Pkwy & Carrolton Ln	Pines Point Marina	Urban two-lane roadway	1.2	On-Road Bike Lane	N	Y	3	0	0	0	1	N	N	N	N	N	N	N	Y	North	N	No major environmental impacts if on-road facility used.	TAP, Bikeways, CRP, RAISE, ATIIP, RSTG, SS4A	
62	Flower Street Sidepath	Seahawk Rd & Flower St	Railroad Ave & Flower St	Suburban two-lane roadway	1,2	Sidepath	N	Partial	3	0	0	1	0	Y	N	N	N	N	N	N	Y	North	Y		TAP, Bikeways, CRP, RAISE, ATIIP, SRTS, SS4A	
63	Saint Martin's Church Extension	MD 589 & MD 575	St. Martin's Church Property	Suburban Highway Ramp	0.3	Sidepath	N	Y	2	0	0	0	2	N	N	N	N	N	N	N	N	North	N		TAP, Bikeways, CRP, RAISE, ATIIP, SRTS, SS4A	
64	Saint Martin's Church Trail	-	-	Off road trail	0.6	Off Road Trail	Y	Y	0	0	0	0	2	N	N	N	N	N	N	N	N	North	N		RTP	
65	Berlin Downtown Spur	MD 346	Downtown/Bay Street	Urban two-lane roadway	0.75	Sidepath	N	Y	6	0	0	1	0	N	N	N	N	N	N	N	N	North	Y		TAP, Bikeways, CRP, RAISE, ATIIP, SRTS, SS4A	

Grant/Funding Key	Title	Fund Source	Competitive/Formula
Bikeways	MDOT Bikeways Program	State	Competitive
Fund 79	SHA Bicycle and Pedestrian Accessibility Funds (Fund 79)	State	Formula
MHSG	Maryland Highway Safety Grant	State	Competitive
TAP	Transportation Alternatives Program	Federal - Administered by State	Competitive
SRTS	Safe Routes to School	Federal - Administered by State	Competitive
RTP	Recreational Trails Program	Federal - Administered by State	Competitive
CRP	Carbon Reduction Program	Federal	Formula
RAISE	Rebuilding American Infrastructure with Sustainability and Equity (RAISE)	Federal	Competitive
ATIIP	Active Transportation Infrastructure Investment Program	Federal	Competitive
RCP	Reconnecting Communities Program	Federal	Competitive
RSTG	Rural Surface Transportation Grant	Federal	Competitive
SS4A	Safe Streets and Roads for All (SS4A)	Federal	Competitive

DRAFT RESOLUTION NO. 25- ____**RESOLUTION ADOPTING A GREENWAY AND TRAILS MASTER PLAN FOR WORCESTER COUNTY**

WHEREAS, the 2025 *Greenway and Trails Master Plan* is adopted as a guidance document for Worcester County, to provide an identification, decision making, implementation, and management tool for the County's future realization of interconnected greenways, trails and bikeways to connect residents to favorite destinations, and scenic landscapes and natural areas; and

WHEREAS, the 2023 *Worcester County Land Preservation, Parks and Recreation Plan* includes objectives for Parks and Recreation specific objectives for planning for region-wide trail and bikeway system linkages, integration of walking trails and bikeways into new developments, and facilitation of a greenways system; and

WHEREAS, a recommendation of the Green Infrastructure Section of the Natural Resources Chapter in the 2006 *Worcester County Comprehensive Plan*, was the development of a county greenways plan that integrates bike and pedestrian paths with hubs and corridors of protected land to create a permanently protected greenways system; and

WHEREAS, two objectives of the Parks and Recreation Section of the Public Works Chapter in the 2006 *Worcester County Comprehensive Plan*, were to develop a plan for a region-wide trail and bikeway system to link communities to recreational areas and natural areas and to integrate walking trails and bikeways into new developments' greenway system.

WHEREAS, the development and implementation of the Plan demonstrates the commitment of County officials and other officials and organizations to establish a Greenway and Trails plan to build on and connect with trail planning and implementation efforts across the region; and

WHEREAS, the County Commissioners reviewed the compendium of public comments on the *Plan* previously received from local officials and residents along with proposed *Plan* inclusions and additional public comments at their meeting on February 18, 2025; and

WHEREAS, the implementation of the recommendations contained in the Plan are contingent upon future capital program considerations from a variety of funding sources and multiple jurisdictions; and

WHEREAS, the Plan may be modified and edited in the future after review and approval by County Commissioners; and

NOW, THEREFORE, BE IT RESOLVED by the County Commissioners of Worcester County, Maryland that the 2025 Greenway and Trails Master Plan is adopted.

NOW, THEREFORE, BE IT FURTHER RESOLVED that this Resolution shall take effect upon its passage.



Worcester County Department of Environmental Programs

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

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

Memorandum

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

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

A handwritten signature in blue ink, appearing to be "RJ Mitchell", written over the printed name.

Subject: **Rural Legacy – FY 23 Agreement of Sale**
Bishopville-Showell Rural Legacy Area
Drew, TM 10, P 55
28.48 +/- acres

Date: 2/9/25

Attached you will find a memorandum from Katherine Munson with a revised application for requested funding for the Bishopville-Showell Rural Legacy Area (RLA) for approval by the County Commissioners. Two appraisals were conducted by two independent appraisers. The easement value is \$9,550.56/acre, and this price was derived by the calculated average of two "before and after" appraisals. The final price was negotiated with the landowner and MD DNR. The final survey will determine the exact acreage and boundary for the final easement value. The funding, provided by transferred FY 23 Coastal Bays Rural Legacy funds, will be used to purchase a conservation easement for this property and will also fund incidental and administrative costs.

Rural Legacy pays landowners for permanent conservation easements on their properties. The program is funded through a combination of state Program Open Space and general obligation bonds from the state's capital budget.

With respect to this particular property, the land is within a high value area for protection for agriculture, contains prime agricultural soils and had full subdivision rights on both sides of St. Martins Neck Road. The protection preserves the landscape viewshed and is within an area of working farmlands. The owner is surrendering all subdivision rights, save a single permitted residence. Farming will be allowed, but owner must abide by impervious surface limits which include no Confined Animal Feeding Operations (CAFOs).

These agreements were reviewed by the County Attorney. We would respectfully request the approval of the County Commissioners on this easement. The signature pages are marked for endorsement and should be signed by President Elder, Mr. Young, and Mr. Leslie.

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

Attachments

cc: Roscoe Leslie
Katherine Munson
Lynn Wright



DEPARTMENT OF
ENVIRONMENTAL PROGRAMS

Worcester County

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

AGRICULTURAL PRESERVATION
CONSERVATION PROGRAM
WATER & SEWER PLANNING
SHORELINE CONSTRUCTION

WELL & SEPTIC
NATURAL RESOURCES
PLUMBING & GAS
COMMUNITY HYGIENE

Memorandum

TO: Robert Mitchell, Director

FROM: Katherine Munson, Planning Manager *KM*

SUBJECT: Bishopville-Showell Rural Legacy Area—Drew Tax Map 10, Parcel 55 Agreement of Sale

DATE: February 6, 2025

This project is to be funded by FY23 Coastal Bays Rural Legacy Area funds that are being transferred to this RLA. An aerial map of the property and a map of the property location within the RLA are attached.

This 28.48 +/- acre property contains prime agricultural soils and has full subdivision rights on both sides of the road (a home is on the northern side of the road). The deed of easement will extinguish all development rights and limit impervious surface in perpetuity.

Attached please find an agreement of sale signed by the landowners and the summary sheets from the two appraisals:

William McCain: \$259,000;\$9,094.10/acre

Associated Appraisers: \$285,000;\$10,007/acre

The landowner has agreed to the average of the two appraised values. A survey will determine the exact boundaries and acreage.

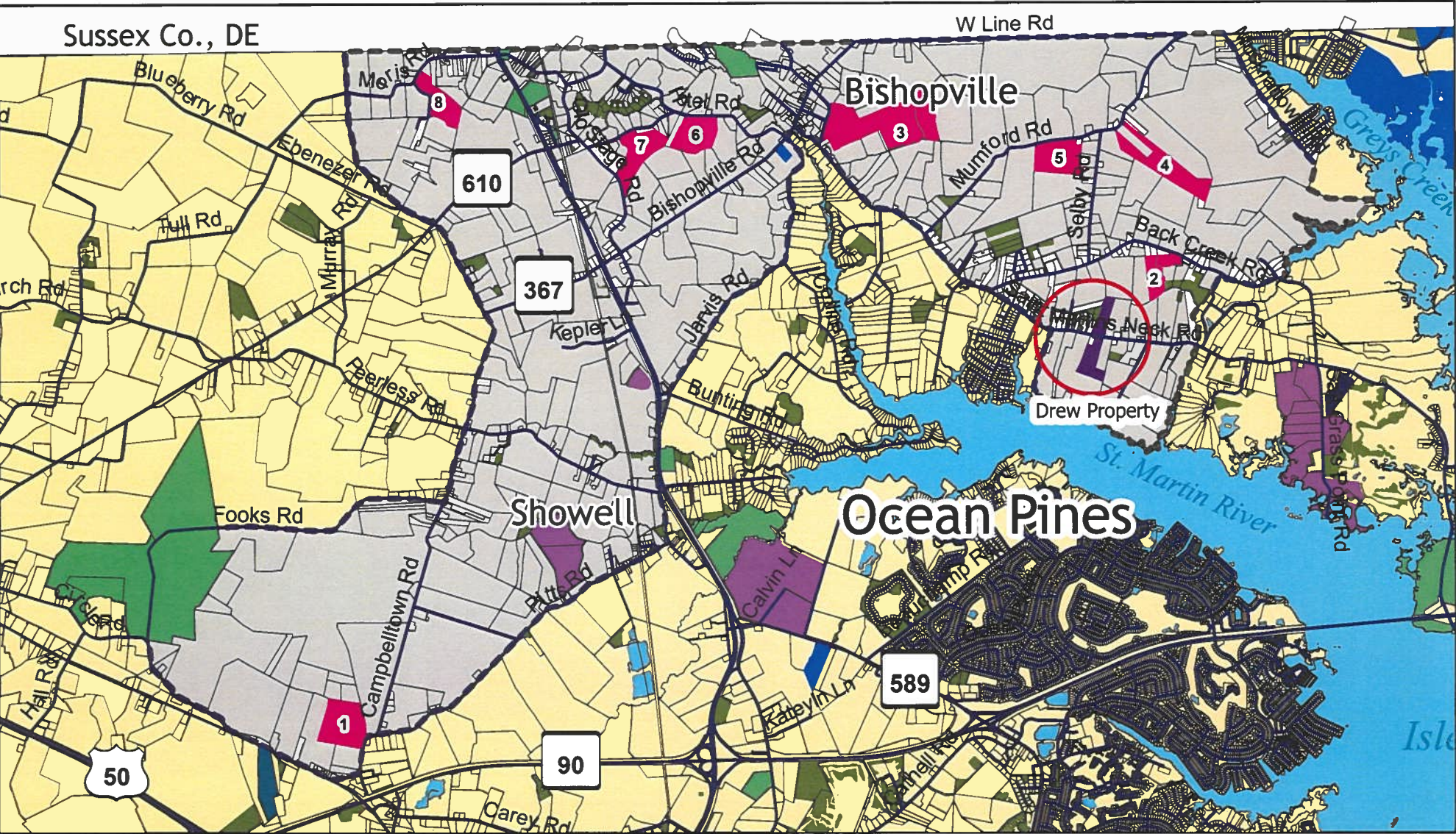
I have indicated on the contract where signature is required.

Please let me know of any questions you have.

Attachments



Bishopville-Showell Rural Legacy Area Worcester County, Maryland

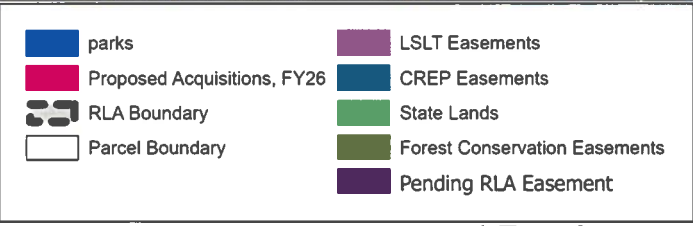


January 23, 2025

0 0.75 1.5 3 Miles



Map prepared by Worcester County, Environmental Programs
Data sources: MDP, MD DNR, LSLT,
and Worcester County



<u>SUMMARY OF IMPORTANT DATA AND CONCLUSIONS</u>		
REPORT TYPE:	Appraisal Report File No. CC19440	
REPORT DATE:	November 29, 2024	
LOCATION:	North of 11539 St Martins Neck Rd Bishopville, MD 21813 Map 10 Parcel 55	
OWNER OF RECORD:	Mark S. & Kathy Drew	
LAND AREA BEFORE/AFTER:	28.48 +/- Acres (tax records)	28.48 +/- Acres
IMPROVEMENTS:	Not include in value	
ZONING:	A-1	
CENSUS TRACT:	9508.00	
FLOOD MAP STATUS:	Zone X - The subject is not in a flood zone. Panel 24047C0045H, July 16, 2015	
FLOOD ZONE COMMENTS	The subject is not in a flood zone.	
HIGHEST AND BEST USE BEFORE:	Residential development up to 9 dwellings.	
HIGHEST AND BEST USE AFTER:	Agriculture w/ a dwelling	
PROPERTY RIGHTS APPRAISED:	Fee Simple	
BEFORE VALUE	\$399,000	
AFTER VALUE	\$140,000	
VALUE OF EASEMENT/DIFFERENCE:	\$259,000	
EFFECTIVE DATE	November 26, 2024	
APPRAISERS:	F. Lee Gosnell William McCain, MAI, MBA	



Executive Summary

Appraisal Of	Tax Map 10, Grid 21, Parcel 55
Effective Date of Value	November 1, 2024
Date of Inspection	November 1, 2024
Report Type:	Appraisal Report
Owner(s) of Record	Mark S. Drew and Mildred Kathy Drew
Intended User	The client and intended user is Worcester County and its contractors and it's agents.
Intended Use	The intended use is to provide an opinion of market value of the larger parcel for the placement of a Rural Legacy Conservation Easement on the larger parcel in accordance with the "Before and After Rule."
Property Location	Tax Map 10, Grid 21, Parcel 55 10821 St. Martins Neck Road Bishopville, MD 21813
Tax Identification	24-05-008034
Total Land Area – Parent Tract	28.48 +/- Acres
Property Rights Appraised	Fee Simple
Improvements	Vacant and Unimproved
Highest and Best Use Larger Parcel	Agriculture and passive outdoor recreation and future residential development of 9 development rights
Highest and Best Use As Encumbered	Agriculture and passive outdoor recreation, development of one remaining development right
Value	
Before Value	\$ 427,000
After Value	\$ 142,000
Estimated Value of Easement	\$ 285,000
Unit Value per Acre of Acquisition	\$ 10,007

AGREEMENT OF SALE

THIS AGREEMENT OF SALE ("Agreement"), dated as of the _____ day of _____, 202__ is made by and between MARK S. DREW and MILDRED KATHY DREW., ("Sellers"), and the County Commissioners of Worcester County, Maryland ("Buyer").

1. The Sellers are the owners of that property ("Property") located in the fifth tax district of Worcester County, Maryland; which is one parcel, 28.48 acres total, more or less, and located at 11539 St. Martins Neck Road; Bishopville, MD 21813, having tax ID number of 05-008034, described in the deed recorded in Worcester County Land Records at Book 8115, Page 260.
2. The Buyer desires to purchase a conservation easement from the Sellers over and across the Property on the terms and conditions set forth in this Agreement.
3. The Sellers are willing to grant to Buyer and/or its assigns for the hereinafter price, a conservation easement in perpetuity, on, over, and across the Property.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the parties agree as follows:

SECTION 1. PURCHASE AND SALE.

Subject to the terms and conditions set forth in this Agreement, Sellers hereby agree to sell to Buyer and Buyer hereby agrees to purchase from Sellers a Conservation Easement on, over and across the Property: attached is **Exhibit A** which.

SECTION 2. PURCHASE PRICE AND PAYMENT.

2.1. The Purchase Price to be paid for the Rural Legacy Program Easement (as defined below) shall be Nine Thousand Five Hundred Fifty Dollars and 56/100 cents (\$9,550.56) per acre of which \$1.00 has been paid upon signing.

2.2. At Closing (as defined below), the entire Purchase Price shall be payable by Buyer to Sellers by cash or County check.

2.3. The payment of the Purchase Price for the Deed of Conservation Easement is complete payment for the status and quality of the title to the Property required to be conveyed under this Agreement.

SECTION 3. CLOSING.

The consummation of the transaction contemplated in this Agreement ("Closing") shall take place on or before October 31, 2025 at a date, time and at a place as set by Buyer, unless extended in writing for an additional 90 days by Buyer in order to obtain the approvals required by the Rural Legacy Board and Board of Public Works.

SECTION 4. CONVEYANCE OF THE EASEMENT.

4.1. At Closing, Sellers shall convey to Buyer, and/or its assigns the Deed of Conservation Easement ("Easement") to the Property in the same form and containing those

restrictions and conditions set forth in the Easement attached hereto as **Exhibit B**, and made a part hereof. The deed of easement shall include the right to one (1) single family detached dwelling unit, location of which will be subject to approval of Buyer. Title shall be good and marketable and free and clear of any and all encumbrances, exceptions, limitations, leases and liens whatsoever, except that any mortgages shall be subordinate to the Easement at Closing if they are to remain as a lien. Title to the Property shall be insurable at regular rates by Buyer's title insurance company without any exception for mechanic's liens or rights of persons in possession. In the event a lien holder fails to execute a required subordination at or prior to Closing to the satisfaction of the Buyer, the Buyer at its sole option, may terminate this Agreement and the parties shall have no further obligation to each other.

4.2. Sellers shall not mortgage, lease, encumber or otherwise dispose of the Property, or any part thereof, prior to Closing or the termination of this Agreement without first having obtained the prior written consent of the Buyer.

SECTION 5. CONDITION OF THE PROPERTY AND RISK OF LOSS.

5.1. If prior to or through Closing, all or a substantial part of the Property is destroyed or damaged, without fault of the Buyer, then this Agreement, at the option of the Buyer, upon written notice to Sellers, shall be null and void and of no further effect and the parties shall have no further obligation to each other, in which event the Deposit and any interest accrued thereon shall be returned to the Buyer.

5.2. Sellers covenant that at Closing, the Property shall be in the following condition:

i) No major alterations or construction that would be inconsistent with the terms of the Easement will be made to the Property from and after the effective date of this Agreement.

5.3. From and after the effective date of this Agreement, Sellers grant permission to the Buyer and its contractors and subcontractors to enter upon the Property for the purpose of making tests, surveys and inspections of the Property and the improvements thereon. Without limiting the generality of the foregoing, Buyer shall have the right to inspect the Property, one or more times prior to Closing, for the purpose of determining whether the Property is in the condition, status and quality required under this Agreement.

5.4. The Sellers are responsible for the removal of dumps of materials including but not limited to soil, rock, other earth materials, trash, ashes, garbage, waste, abandoned vehicles, appliances, machinery or other material on the Property to the satisfaction of the Buyer. Soil, rock, other earth materials and vegetative matter may remain stored on the Property for reasonable agriculture and silviculture purposes or for construction or maintenance of structures or means of access ongoing at the time of this Agreement and permitted under the Easement, as determined by the Buyer.

SECTION 6. CLOSING COSTS.

6.1. Buyer shall pay the following costs associated with the consummation of the transaction contemplated in this Agreement:

- i) any state or county recordation and transfer taxes or fees or other costs imposed upon the recordation of the Easement.
- ii) all expenses for examination of title and the premium for any title insurance obtained by it.

6.2. Sellers shall pay the following costs associated with the consummation of the transaction contemplated in this Agreement:

- i) all taxes and fees relating to the recordation of any release or subordination of a mortgage, deed of trust, or other lien or encumbrance affecting the Property which is to be released, subordinated or discharged at Closing;
- ii) any attorney's fees incurred by the Sellers, and
- iii) all real estate taxes and personal property taxes owing for the then current year levied or assessed with respect to the Property. All taxes and other assessments against said property shall be in and remain the exclusive responsibility of the Sellers, including but not limited to the payment of real estate taxes.

SECTION 7. SELLERS' REPRESENTATIONS.

7.1. Sellers make the following representations and warranties as of the date of this Agreement and as of Closing.

7.2. Sellers represent and warrant that:

- i) no hazardous material of any kind, nor storage tanks have been deposited, stored, treated, disposed of, managed, generated, manufactured, produced, released, emitted or discharged on, onto, in, into, from or under the Property by the Sellers, their agents, employees, officers, invitees, contractors, subcontractors, and any person in possession or use of the Property under it, and to the best of its knowledge, information and belief, any other person, which could expose a landowner to liability under federal law,
- ii) neither Sellers nor any of their agents, employees, officers, invitees, contractors, subcontractors, and any person in possession or use of the Property under it, and to the best of its knowledge, information and belief, any other person, have brought to the Property as materials or waste materials, or used on the Property or generated therein as a product or by-product of activities on the Property, or otherwise placed, handled, stored or released on the Property any (1) polychlorinated biphenyls ("PCBs"), (2) asbestos, (3) lead paint, (4) petroleum products, distillates, or by-products, (5) radioactive materials, chemicals known to cause cancer or reproductive toxicity, (6) waste, materials, or substances which would qualify as hazardous waste, hazardous substances, hazardous materials, toxic waste, toxic materials or toxic substances under any "Environmental Laws", which shall mean under the following: the Resource Conservation and Recovery Act, the Comprehensive Environmental Response Compensation and Liability Act, the Toxic Substance Control Act, the Superfund Amendments and Reauthorization Act, the Occupational Safety and Health Act, the Consumer Product Safety Act, the Federal Water Pollution Control Act, the Clean Water Act, the Clean Air Act, the National

Environmental Policy, or any amendments thereto, or any similar or successor laws, whether federal state or local, or any regulations adopted or incorporated thereunder (Hereinafter referred to collectively as "Environmental Laws"),

iii) as of Closing, the status and condition of the Property or any portion thereof, including by way of example, the soil, paint or tiles, although then not in violation of the Environmental Laws is such that disturbance, removal or relocation thereof shall not create or result in a condition or status which is, or with the passage of time may become, unlawful under the Environmental Laws,

iv) no governmental or private action, suit or proceeding to enforce or impose liability under any Environmental Laws has been instituted or threatened concerning the Property and no lien has been created under any applicable Environmental Laws,

v) Sellers have no notice or knowledge of conditions or circumstances at the Property which pose a risk to the environment or to the health and safety of persons,

vi) no work shall have been done or materials provided for or about any of the Property within one hundred eighty (180) days ending on the day of the Closing or which the person performing the work or providing the materials has not acknowledged in writing that is has been paid in full at or before Closing.

7.3. The Sellers' representations and warranties set forth above shall not merge with or into the Easement and shall survive delivery of the Easement at Closing.

SECTION 8. OBLIGATIONS OF SELLERS AT CLOSING.

8.1. At Closing, Sellers shall execute and deliver the Easement to the Buyer.

8.2. At Closing, Sellers shall execute and deliver to the Buyer's title insurance company or Buyer such affidavits and writings reasonably requested from a seller in connection with the settlement of like property.

SECTION 9. OBLIGATIONS OF BUYER AT CLOSING.

At Closing, Buyer shall deliver the Purchase Price in accordance with the terms and conditions of this Agreement.

SECTION 10. DEFAULT.

10.1. In the event that Sellers cannot convey to Buyer the easement on the Property as required under this Agreement, Buyer shall:

i) permit Sellers to take any action necessary to perfect their title and remove any and all legal, equitable and beneficial grounds of objection to or defect of the title, at Sellers' sole cost and expense, and

ii) extend Closing until such action is completed, but not longer than one hundred twenty (120) days from the Sellers' receipt of notice from Buyer of such defect or defects to the title.

In the event that Sellers fail to cure the defect or defects to title within that one hundred twenty (120) day period, then and only then shall Sellers be in default of their obligations to convey the easement on the Property under this Agreement.

10.2. Subject to Section 10.1, in the event that Sellers default in any of the terms, provisions, covenants or agreements to be performed by the Sellers under this Agreement, Buyer shall be entitled, after such default, to:

- i) waive any failure to perform in writing;
- ii) terminate this Agreement, in which event the parties hereto shall thereafter be relieved of any and all further rights, liabilities and obligation under or pertaining to this Agreement, other than those which by the express terms of this Agreement are intended to survive termination, in which event the Deposit and any interest accrued thereon shall be returned to the Buyer provided Sellers must then pay to Buyer an amount equal to all Buyer's survey costs and
- iii) exercise any and all rights and seek any and all remedies which Buyer may have or to which Buyer may be entitled at law or in equity, including, without limitation, seeking damages or specific performance.

10.3. In the event Buyer defaults in any of the terms, provisions, covenants or agreement to be performed by Buyer under this Agreement, Sellers shall be entitled, after such default, to:

- i) waive any failure of performance in writing,
- ii) terminate this Agreement in entirety, in which event the parties hereto shall thereafter be relieved of any and all further rights, liabilities and obligations, other than those, which by the express terms of this Agreement are intended to survive such termination, or
- iii) institute such actions or proceedings for monetary damages and/or equitable relief as are authorized by applicable law.

SECTION 11. GENERAL PROVISIONS.

11.1. This Agreement is the full agreement among the parties on the matters set forth herein. This Agreement can only be amended by written amendment executed by the parties hereto.

11.2 The parties hereto further agree that this Agreement is expressly contingent upon the approval by the Maryland Rural Legacy Board and the Maryland State Board of Public Works. In the event the Maryland Rural Legacy Board or the Board of Public Works fails to approve this Agreement, the Buyer, at its sole option, may terminate this Agreement by written notice to Sellers, and the parties shall have no further obligation to each other.

SECTION 12. SURVEY PROVISION

12.1 The parties acknowledge that they believe and estimate in good faith that the area of easement is 28.48 acres. The purchase price of the easement shall be \$9,550.56 per acre. Buyer, at Buyer's expense, will cause a survey to be made by a professional land surveyor or

property line surveyor, selected by Buyer, to determine the exact lines of the area of the easement and acreage thereof. In the event that the acreage is found to be ten (10) percent smaller or larger than 28.48 acres, updated appraisals will be required and a new per acre purchase price may be determined, in which case a new Agreement will be required based upon the updated purchase price, and this Agreement will be void. In the event the Sellers may void this Agreement and/or not enter a new Agreement all sums paid hereunder shall be returned to Buyer and Sellers shall reimburse Buyer for Buyer's out of pocket costs for the survey.

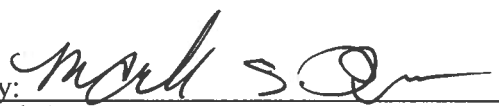
12.2 The parties shall cooperate with, and assist, the surveyor who shall be permitted all necessary access to the property. Buyer shall, upon request of Sellers, extend settlement a period of 120 days to permit Sellers to contest any survey results.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed and delivered, the day and year first written above.

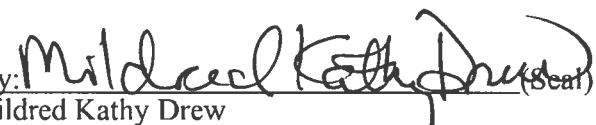
Witness/Attest:

SELLERS



By:  (Seal)
Mark S. Drew



By:  (Seal)
Mildred Kathy Drew

BUYER

County Commissioners of Worcester County, Maryland

Weston Young
Chief Administrative Officer

By: _____ (Seal)
Theodore J. Elder
President

Approved as to legal form and sufficiency.

Roscoe R. Leslie
Worcester County Attorney

Exhibit A. Agreement of Sale by and between MARK S. DREW and MILDRED KATHY DREW (“Sellers”) and the County Commissioners of Worcester County, Maryland (“Buyer”).

All that parcel of land, situate, lying and being situate in the Fifth Tax District of Worcester County, Maryland, located at the address of 11539 St. Martins Neck Road; Bishopville, MD 21813, containing 28.48 acres more or less; being the same property conveyed by deed dated July 12, 2021, recorded among the Land Records of Worcester County, Maryland in Liber No. 8115 Folio 260, et seq.

Exhibit A. Agreement of Sale by and between MARK S. DREW and MILDRED KATHY DREW ("Sellers") and the County Commissioners of Worcester County, Maryland ("Buyer").

NOTICE: THIS DEED OF CONSERVATION EASEMENT CONTAINS COVENANTS THAT INCLUDE RESTRICTIONS ON USE, SUBDIVISION, AND SALE OF LAND AND REQUIRES SPECIFIC REFERENCE IN A SEPARATE PARAGRAPH OF ANY SUBSEQUENT DEED OR OTHER LEGAL INSTRUMENT BY WHICH ANY INTEREST IN THE PROPERTY IS CONVEYED.

DEED OF CONSERVATION EASEMENT

THIS DEED OF CONSERVATION EASEMENT ("Conservation Easement") made this _____ day of _____, 20, by and between _____ and _____, having an address at _____ (collectively, "Grantors") and the STATE OF MARYLAND, TO THE USE OF THE DEPARTMENT OF NATURAL RESOURCES and _____, a Maryland nonprofit corporation, _____ (collectively, "Grantees").

WHEREAS, this Conservation Easement is based upon a form that assumes there are multiple Grantors and multiple Grantees. In the event that this assumption is wrong for this Conservation Easement, then, as appropriate, any Provision assuming multiple Grantors or Grantees shall be interpreted to mean only one Grantor or Grantee, as the case may be. In addition, Art. VI. D shall be disregarded when there is only one Grantee.

WHEREAS, the Department of Natural Resources is a body corporate and an instrumentality of the state of Maryland created pursuant to the Natural Resources Article of the Annotated Code of Maryland (2000 Replacement Volume as amended) for the purpose generally of preserving and maintaining the natural resources of the State;

[other changes as needed to reflect named Grantees]

WHEREAS, the Grantors own in fee simple _____ acres, more or less, of certain real property in _____ County, Maryland, and more particularly described in Exhibit A attached hereto, which was conveyed to the Grantors by _____ by Deed dated _____ and recorded among the Land Records of _____ County, Maryland in Liber _____, Folio _____ (the "Property"). The address of the Property is _____. The Property is identified on tax map _____, parcel _____;

WHEREAS, the Property consists of _____ acres of [agricultural land, woodlands, open fields, etc...]; a portion of the [stream or river]; shoreline on the [Chesapeake Bay, Deep Creek Lake, etc...]; relatively natural habitat for [significant flora or fauna]; scenic value of significant public benefit [along road, street, highway, or navigable waterway];

WHEREAS, in recognition of the Conservation Attributes defined below, Grantors intend hereby to grant a perpetual Conservation Easement over the Property, thereby restricting and limiting the use of the Property as provided in this Conservation Easement for the purposes set

Exhibit A. Agreement of Sale by and between MARK S. DREW and MILDRED KATHY DREW ("Sellers") and the County Commissioners of Worcester County, Maryland ("Buyer").

forth below.

ARTICLE I. GRANT AND DURATION OF EASEMENT

The above paragraphs are incorporated as if more fully set forth herein.

WHEREAS, the Rural Legacy Board established in the Department of Natural Resources has been authorized under Title 5, Subtitle 9A, Natural Resources Article of the Annotated Code of Maryland, to provide grants to Sponsors of Rural Legacy Areas to acquire conservation easements in designated Rural Legacy Areas, and has agreed, with the approval of the Maryland Board of Public Works, to pay the sum of _____ Dollars (\$_____) to Grantors as full monetary consideration for granting this Conservation Easement.

[Insert paragraph if County or other monies are being contributed to easement value]

NOW, THEREFORE, in consideration of _____ Dollars (\$_____), the facts stated in the above paragraphs and the covenants, terms, conditions and restrictions (the "Terms") hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged by the parties, Grantors unconditionally and irrevocably hereby grant and convey unto Grantees, their successors and assigns, forever and in perpetuity a Conservation Easement of the nature and character and to the extent hereinafter set forth, with respect to the Property;

This Conservation Easement shall be perpetual. It is an easement in gross and as such it is inheritable and assignable in accordance with Article XI, runs with the land as an incorporeal interest in the Property, and is enforceable with respect to the Property by Grantees and by the State of Maryland, acting by and through the Rural Legacy Board ("RLB") or the Office of the Attorney General ("OAG") against Grantors and their personal representatives, heirs, successors and assigns.

ARTICLE II. CONSERVATION PURPOSE

The conservation of the Property will protect the following Conservation Attributes, as further set forth in Exhibit B and which include certain natural, agricultural, forestry, environmental, scenic, cultural, rural, *[Optional when offered for no consideration, or when purchased without Rural Legacy Funds: historical, archeological,]* woodland and wetland characteristics of the Property, and which seek to maintain viable resource-based land use and proper management of tillable and wooded areas of the Property, and, to the extent hereinafter provided, prevent the use or development of the Property for any purpose or in any manner that would conflict with the maintenance of the Property in its open-space condition: (1) the preservation of land areas for outdoor recreation by or the education of the general public; (2) the protection of relatively natural habitat of fish, wildlife or plants, or similar ecosystems; (3) the preservation of open space for the scenic enjoyment of the general public and which yields a

Exhibit A. Agreement of Sale by and between MARK S. DREW and MILDRED KATHY DREW (“Sellers”) and the County Commissioners of Worcester County, Maryland (“Buyer”).

significant public benefit, or pursuant to a clearly delineated Federal, State, or local governmental conservation policy and which yields a significant public benefit; and (4) the preservation of historically important land areas or certified historic structures (“Conservation Attributes”). *[Note to drafter: remove items 1-4 as applicable].*

The purpose of this Conservation Easement is to preserve and protect in perpetuity the Conservation Attributes of the Property identified above and further described in Exhibit B, and to prevent the use or further development of the Property in any manner that would conflict with these Conservation Attributes (“Conservation Purpose”). The Conservation Attributes are not likely to be adversely affected to any substantial extent by the continued use of the Property as authorized herein or by the use, maintenance or construction of those Structures (as defined below) that exist on the Property or are permitted herein.

ARTICLE III. LAND USE AND STRUCTURES

A. General. This Article sets forth certain specific restrictions, prohibitions, and permitted activities, uses, and Structures under this Conservation Easement. Other than the specifically enumerated Provisions described below, any activity on or use of the Property that is otherwise consistent with the Conservation Purpose of this Conservation Easement is permitted. All manner of industrial activities and uses is prohibited. If Grantors believe or reasonably should believe that an activity not expressly prohibited by this Conservation Easement may have a significant adverse effect on the Conservation Purpose of this Conservation Easement, Grantors shall notify Grantees in writing before undertaking such activity.

B. Agricultural Uses and Activities. “Agriculture,” or “Agricultural” as the context requires, means production and/or management of products such as livestock, poultry, crops, trees, shrubs, plants and other vegetation, and aquaculture, but not surface, sub-surface, or spring water. This includes, by way of example and not limitation, the related activities of tillage, fertilization, application of pesticides, herbicides and other chemicals, harvesting and mowing, and the feeding, housing, breeding, raising, boarding, training and maintaining of animals such as horses, ponies, cattle, sheep, goats, hogs, and poultry.

[If CAFO prohibition Option is used, include reference here (see Article III.Q)]

Agricultural uses and activities are permitted on the Property on a Commercial (as defined below) or non-Commercial basis.

C. Commercial Uses and Activities. “Commercial” means any use or activity conducted by Grantors or a third party for the purpose of realizing a profit or other benefit to Grantors, their designees, or such third party from the exchange of goods or services by sale, barter, or trade. In instances in which the Grantors are a nonprofit corporation, Grantors may conduct only those Commercial uses or activities that are (i) directly related to Grantors’ mission and (ii) do not

Exhibit A. Agreement of Sale by and between MARK S. DREW and MILDRED KATHY DREW (“Sellers”) and the County Commissioners of Worcester County, Maryland (“Buyer”).

harm the Conservation Attributes. Commercial activities and uses that are permitted shall be limited in scale to those appropriate to the size and location of the Property. The following Commercial activities and uses are permitted:

(1) Commercial activities within Dwelling Units (as defined below) (for example: ongoing activities such as a professional office, at-home child day care, or, subject to Grantees’ approval, bed and breakfast; or occasional activities such as fundraisers or benefits);

(2) Commercial activities related to Agriculture inside of structures used for Agriculture (for example: farm machine repair shop or seed and mineral shop);

(3) seasonal or occasional outdoor Commercial activities that are accessory to the Agricultural uses of the Property (for example: hay rides, corn maze, farm animal petting zoo, pick your own produce) and sale of Agricultural products produced off of the Property but associated with such seasonal or occasional activities (for example, the sale of apple cider on a hay ride);

(4) production/processing (within a permitted Structure (as that term is defined below)) of Agricultural products (as listed in Article III.B above), a majority of which are produced on the Property or another property owned by Grantors, into derivatives thereof.

(5) the Commercial retail and/or non-retail sale of (i) Agricultural products (as listed in Article III.B above), a majority of which are produced on the Property or on a property owned by Grantors; or (ii) derivatives produced pursuant to III.C.(4) above;

(6) Commercial services related to Agriculture limited to equestrian sports, events, and shows, boarding, the training of horses/ponies and riders, and the provision of recreational or therapeutic riding opportunities; and

(7) Commercial Passive Recreational (as defined below) uses operated by a resident of a Dwelling Unit on the Property, or by the Grantors. Structures associated with these uses must be permitted according to Article III.E (3) below

D. Private Passive Recreational Uses and Activities. “Private” means the intensity of activity that could reasonably be expected in proportion to the number of residents that would typically occupy the permitted Dwelling Units (as defined below) on the Property. “Passive Recreation,” or “Passive Recreational” as the context may require, means low-impact activities conducted outdoors, including, by way of example and not by way of limitation, nature study, orienteering, hunting, fishing, hiking, kayaking, canoeing, sailing, boating, horseback riding, camping, and cross country skiing.

Private Passive Recreational uses are permitted on the Property but shall be limited in

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scale to those appropriate to the size and location of the Property. Athletic fields, golf courses, motor cross courses, all terrain vehicle ("ATV") courses, off road vehicle ("ORV") courses, and off highway vehicle ("OHV") courses are prohibited on the Property. However, this paragraph shall not be construed as to prevent the Grantors from traversing their property in an ATV, ORV, or OHV in a manner consistent with the provisions of this easement.

E. Structures, Buildings, Dwelling Units, and Means of Access. "Structure" means anything constructed or erected with a fixed location on the ground or attached to something having a fixed location on the ground. "Building" means any Structure which is designed, built, or occupied as a shelter for persons, animals, or personal property. "Dwelling Unit" means one or more rooms in a Building arranged for independent housekeeping purposes with: (i) furnishing for eating, living, and sleeping; (ii) the provisions for cooking; and, (iii) the provisions for sanitation. "Means of Access" means gravel or paved driveways, lanes, farm roads, and parking areas meant to carry vehicular traffic to permitted uses and Structures.

Structures, Buildings, Dwelling Units, and Means of Access are prohibited on the Property, except the following, which include those listed in Exhibit C:

(1) _____ () single-family detached Dwelling Unit(s) ("Primary Dwelling Unit"). A permitted Primary Dwelling Unit may be remodeled, renovated, replaced, enlarged, or maintained without the prior written approval of Grantees. The location or relocation of a Primary Dwelling Unit, or the conversion of any previously non-residential Structure to a Primary Dwelling Unit shall be subject to Grantees' approval as further set forth in Article V below. *[Optional: Gross floor area of [x] square feet limitation]*

(2) _____ () Dwelling Unit(s) accessory in nature to a Primary Dwelling Unit and limited to the following types: detached guest house, detached caretaker residence, detached farm manager's or employee's house, detached pool house or detached boat house if either Structure meets the definition of Dwelling Unit herein, apartment within a barn, or accessory apartment located within a Primary Dwelling Unit described in paragraph (1) above ("Accessory Dwelling Unit"). An apartment within a barn or an accessory apartment located within a Primary Dwelling Unit must be fully contained within its Structure and may not be replaced by a detached Dwelling Unit of any kind.

Each Accessory Dwelling Unit may not exceed a gross floor area of one thousand five hundred (1,500) square feet, calculated by first multiplying the exterior footprint of the portions of the Structure with multiple stories by the number of stories with windows and then adding the exterior footprint of any portions of the Structure with one story, including, but not limited to, porches and garages, but excluding unenclosed decks, basements and attics. The location or relocation of an Accessory Dwelling Unit or the conversion of any previously non-residential Structure to an Accessory Dwelling Unit shall be subject to Grantees' approval as further set forth in Article V below.

Exhibit A. Agreement of Sale by and between MARK S. DREW and MILDRED KATHY DREW ("Sellers") and the County Commissioners of Worcester County, Maryland ("Buyer").

The total number of all Dwelling Units on the Property shall never exceed __ (). The location of any new Structure containing a Dwelling Unit shall be subject to Grantees' approval as further set forth in Article V below.

(3) Non-residential accessory Structures designed, constructed and utilized for the purpose of serving each Primary Dwelling Unit (for example: detached garage; well house; boat house; pool house; swimming pool; pier; Structures related to hunting such as deer stands or waterfowl blinds);

(4) Non-residential Structures designed, constructed and utilized in connection with the Agricultural uses of the Property. This Provision shall not be construed to permit what is otherwise defined herein as a Dwelling Unit, even if the structure is designed, constructed or utilized for dwelling or residential purposes associated or in conjunction with the Agricultural uses of the Property;

(5) Reasonable Means of Access serving the Structures set forth above in III.E and other permitted uses; provided, however, that reasonable Means of Access to a Structure or use permitted by Art. III.C (3) and/or Art. III.E (1) and (2) is subject to Grantees' approval in accordance with the provisions of Article V below; and

(6) Fencing, fences, and gates, which may be constructed, maintained, improved, removed, or replaced to mark boundaries, to secure the Property, or as needed in carrying out activities permitted by this Conservation Easement.

~~**Strongly suggest Optional:**~~ (7) The total Impervious Surface on the Property shall never exceed two percent (2%) of the Property or [] square feet. "Impervious Surface" means any surface composed of man-made materials that significantly impedes or prevents natural infiltration of water into the soil, such as rooftops, concrete, and asphalt.

F. Utilities. Grantor may repair and replace existing Utilities (as defined below) and may install new Utilities as set forth herein. Utilities must be sized and designed to serve the Property only and shall not be installed for the purpose of facilitating development, use, or activities on an adjacent or other property. "Utilities" includes, but is not limited to, satellite dishes, electric power lines and facilities, sanitary and storm sewers, septic systems, cisterns, wells, water storage and delivery systems, telephone and communication systems and renewable energy systems (including but not limited to solar energy devices; geothermal heating and cooling systems, also known as ground source heat pump; wind energy devices; systems based on the use of Agricultural byproducts and waste products from the Property to the extent not prohibited by governmental regulations; and other renewable energy systems that are not prohibited by governmental regulations), but does not include cellular communication structures and systems. To the extent allowed by law, any net excess generation produced by such renewable energy

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installation(s) may be credited to the Grantors' utility bill or sold to the utility and shall not constitute Commercial activity.

G. Access Across the Property. No right-of-way for utilities or roadways shall be granted across the Property in conjunction with any industrial, commercial, or residential use or development of an adjacent or other property not protected by this Conservation Easement without the prior written approval of both Grantees, as per Article V.

H. Subdivision. The division, partition or subdivision ("Division") of the Property, including the lease of any portion less than one hundred percent (100%) of the Property for a term in excess of twenty (20) years, into more than the ____ () parcels of land that constitute the Property, for any purpose, is prohibited. [*Where Property consists of more than one parcel: In addition, said parcels shall remain in common ownership as if the Property was only one (1) parcel.*] The Property may not be consolidated into a larger parcel, and the boundary lines of the Property may not be adjusted. Notwithstanding the two previous sentences, with at least sixty (60) days written notice to Grantees, Grantors may: [*Note: This language is a guideline for instances when Grantors wish to have the right to subdivide and there is no significant impact upon the purpose of the conservation easement. The subdivision language here is not meant to advocate negotiating additional subdivision of properties to be protected by Rural Legacy conservation easements.*]

1. Divide or subdivide the Property into ____ residential lots (plus the original parcel from which the ____ residential lots were created), which may be separately owned, so long as the size of such lots is at the minimum size permitted by State and local government; and

[optional: 2. Divide or subdivide the Property into ____ Agricultural lots (plus the original parcel from which the ____ Agricultural lots were created), which may be separately owned.]

[*In Addition OR However*] Grantees may approve the Division of the Property for reasons which Grantees determine, in their sole discretion, are sufficiently extraordinary to justify an exception to the prohibition, in accordance with the provisions of Article V below.

I. Buffer Requirements. A one-hundred (100) foot [*forested or vegetative*] buffer strip along each side of the _____ River (Creek, etc...) is required on the Property. [*Note: Forested buffer is preferable in most circumstances*] Grantors shall maintain such buffer strip if it currently exists, or allow it to naturally revegetate or plant such buffer strip with native species. Once established, Grantors shall not disturb such buffer, except when reasonably required for: (1) erosion control; (2) Passive Recreational uses which require water access, subject to Grantees' approval, per Article V; (3) access to the water for irrigation of the Property; (4) control of non-native and invasive species or removal of dead, diseased, or infected trees as provided for in Article III.L below; (5) access to portions of the Property which are accessible

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only by crossing said water body; (6) livestock stream crossings in accordance with an approved Soil and Water Conservation Plan prepared by the Soil Conservation District; (7) enhancement of Wetlands (as defined below), wildlife habitat or water quality; (8) the existing _____ (*list existing Structure(s) located within the buffer*), as described in Exhibit C. Grantors shall not store manure or compost nor use or deposit pesticides, insecticides, herbicides or fertilizers (except for revegetation or planting of native species, or control of invasive or diseased species) within the buffer strip.

J. Wetlands. "Wetlands" means portions of the Property defined by Maryland state law or federal law as wetlands at the time of the proposed activity. Other than the creation and maintenance of man-made ponds with all necessary and appropriate permits, and the maintenance of Agricultural drainage ditches, the diking, draining, filling, dredging or removal of Wetlands is prohibited.

K. Soil Conservation and Water Quality Plan Within one (1) year of the date of this Conservation Easement, Grantors shall have a Soil Conservation and Water Quality Plan (the "Soil and Water Plan") prepared and approved by the local Soil Conservation District which lists soil erosion and water quality problems on the land and shall include a schedule of implementation to address the problems identified. Revisions to the Soil and Water Plan, including the schedule of implementation, may be made by Grantors and the local Soil Conservation District as land use practices or management changes, however, Grantors shall be in full compliance with the Soil and Water Plan within six (6) years of the date of this Conservation Easement. Exceptions may be considered by Grantees on a case by case basis. Grantors shall provide a copy of the Soil and Water Plan and any revisions to the Soil and Water Plan to Grantees. [*In the event that the Property is wooded or where agriculture will be prohibited, this type of provision may not be necessary. Rather, reference is made to the Forest Management paragraph.*]

L. Forest Management.

[Where contiguous Woodland area consists of 24 acres or less]: Management and harvesting of all forests on the Property shall be consistent with the *Soil Erosion and Sediment Control Guidelines for Forest Harvest Operations in Maryland*, prepared by the Maryland Department of Environment (the "Guidelines"), or comparable provisions of any guidelines or regulations which may replace the Guidelines in the future and as they may be amended from time to time.

[Where Property contains more than 25 acres of contiguous "Woodland" (as defined below), a Forest Stewardship Plan is required. Please note, contiguity is not considered "broken" by things such as a utility line or a fireline. Use a reasonableness standard]:

The Grantor shall implement a Forest Stewardship Plan ("the Plan") in the Woodland Areas (as hereinafter defined), prepared by a licensed, registered forester and approved by the

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Maryland Department of Natural Resources, in accordance with the Management Practice Schedule of the Plan, within three (3) years of the date of this Conservation Easement, or prior to any timber harvest, whichever occurs first. Revisions to the Plan, including the schedule of implementation, may be made by Grantors and a licensed, registered forester, as land use practices or management changes, however, Grantors shall be in full compliance with the Plan within six (6) years of the date of this Conservation Easement. Exceptions may be considered by Grantees on a case by case basis. Grantors shall provide a copy of the Plan and any revisions to the Plan to Grantees. *[Drafter – use one of Options listed below]*

Option #1

The Plan's primary objective is [here insert an objective from the list below], and the Plan's secondary objective is [here insert an objective from the list below, if there is one]. At a minimum, the Plan shall include:

(1) an inventory of any physical and natural features of the land (including wetlands, streams, water bodies, roads, trails, public use areas, special plant and wildlife habitats, rare or unique species and communities, and other environmentally sensitive features) including any features identified in this Conservation Easement;

(2) a vegetation map, a soils map and a topographic map;

(3) an access plan for the Property, including all areas to be commercially managed;

(4) erosion control measures, specifically addressing water bodies and wetland areas;

and

(5) management strategies for sensitive habitats such as riparian areas (including the need to leave cover over streams and water bodies), endangered or threatened species habitat, steep slopes, and the features identified in the inventory described in (1) above;

[Optional: (6) strategies to minimize the effects of structures in the Forest Area.]

"Woodland Areas" is hereby defined as land Grantee determines, in its discretion, one (1) acre in size or greater that is at least ten percent (10%) stocked with trees of any size, or that had such tree cover prior to a recent harvest and is not currently developed for a non-forest use.

In the Woodland Areas, there shall be no burning, mowing, cutting, removal, grazing, livestock access, plowing, tilling or destruction of trees, shrubs grasses or other vegetation (collectively, "Vegetation") unless: (i) Grantor and said activity are in full compliance with the Plan; (ii) said activity is in compliance with the Soil Erosion and Sediment Control Guidelines for Forest Harvest Operations in Maryland, prepared by the Maryland Department of Environment, as they may be amended from time to time (the "Guidelines"), or comparable provisions of any guidelines, regulations or other requirements which may replace the Guidelines in the future.

In no event is conversion of a Woodland to non-Woodland permitted in the Woodland Areas.

[Optional: Notwithstanding this prohibition [1-2 acres for a permitted residence or other limited

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clearing as appropriate]

Clear-cutting may be permitted in order to regenerate a forest pursuant to the Forest Stewardship Plan.

[For the drafter: Here are the objectives to be inserted above:

- 1. Timber production*
- 2. Management of habitat for fish and wildlife game species*
- 3. Trail and passive recreation management*
- 4. Natural heritage protection (Species listed by the Federal government or Maryland as endangered, threatened or rare species)*
- 5. Soil conservation and water protection*
- 6. [Establishment and]Maintenance of a _____ forest [see a forester to describe the forest type to be maintained]*
- 7. Establishment and maintenance of an old growth forest ecosystem]*

Option #2

In the Woodland Areas (as defined below), there shall be no burning, mowing, cutting, removal, grazing, livestock access, plowing, tilling or destruction of trees or other vegetation except for (1) trees that are non-native, invasive, diseased or insect infected; and (2) trees, in full compliance with a management plan prepared by the Maryland Department of Natural Resources to protect the long term ecological health of the Woodland Areas or to protect species listed by Maryland or the federal government as endangered or threatened. "Woodland Areas" is hereby defined as land Grantee determines, in its discretion, one (1) acre in size or greater that is at least ten percent (10%) stocked with trees of any size, or that had such tree cover prior to a recent harvest and is not currently developed for a non-forest use.

In no event is conversion of a Woodland to non-Woodland permitted in the Woodland Areas.

[Optional: Notwithstanding this prohibition [1-2 acres for a permitted residence or other limited clearing as appropriate]

Clear-cutting may be permitted in order to regenerate a forest pursuant to the Forest Stewardship Plan.

Note to drafters: It is recommended that structures or means of access should be avoided in the Woodland Areas. Nonetheless, if there are structures or means of access that are currently in the Woodland Areas or that may be constructed in the Woodland Areas, then the drafter should add another exception for "Trees within ____ feet of the structure or means of access." If structures or means of access are not to be allowed in the Woodland Areas or are to be limited

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in their number or size, then the Easement will need to provide for that. Probably the best place would be in the paragraph limiting structures and means of access.

Option #3 (for Forest Interior Dwelling Species)

In the Woodland Areas (as defined below), Grantor shall be in compliance with (i) the FIDS/Forestry Task Force Chesapeake Bay Critical Area Timber Harvest Plan Guidelines (the "FIDS Guidelines") and (ii) a Plan whose objective is establishment and maintenance of a forest ecosystem for species of birds (FIDS) that require relatively large blocks of undisturbed forest land to successfully nest. At a minimum, the Plan shall include:

- (1) an inventory of any physical and natural features of the land (including wetlands, streams, water bodies, roads, trails, public use areas, special plant and wildlife habitats, rare or unique species and communities, and other environmentally sensitive features) including any features identified in this Conservation Easement;*
 - (2) a vegetation map, a soils map and a topographic map;*
 - (3) an access plan for the Property, including all areas to be commercially managed;*
 - (4) erosion control measures, specifically addressing water bodies and wetland areas; and*
 - (5) management strategies for sensitive habitats such as riparian areas (including the need to leave cover over streams and water bodies), endangered or threatened species habitat, steep slopes, and the features identified in the inventory described in (1) above;*
- [Optional: (6) strategies to minimize the effects of structures in the Woodland Areas.]*

In the Woodland Areas, there shall be no burning, mowing, cutting, removal, grazing, livestock access, plowing, tilling or destruction (collectively, "Destruction") of trees, shrubs, grasses or other vegetation (collectively, "Vegetation") unless: (i) Grantor and said activity are in compliance with the Plan and the FIDS Guidelines and (ii) said activity is in compliance with the Soil Erosion and Sediment Control Guidelines for Forest Harvest Operations in Maryland (the "Guidelines") prepared by the Maryland Department of Environment, as they may be amended from time to time, or comparable provisions of any guidelines, regulations or other requirements which may replace the Guidelines in the future. Notwithstanding the Terms of this Article _____, Destruction of Vegetation is prohibited during the April to July breeding season except by approval of Grantees.

"Woodland Areas" is hereby defined as land Grantee determines, in its discretion, one (1) acre in size or greater that is at least ten percent (10%) stocked with trees of any size, or that had such tree cover prior to a recent harvest and is not currently developed for a non-forest use.

In no event is conversion of a Woodland to non-Woodland permitted in the Woodland Areas.

[Optional: Notwithstanding this prohibition [1-2 acres for a permitted residence or other limited

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clearing as appropriate]

Clear-cutting may be permitted in order to regenerate a forest pursuant to the Forest Stewardship Plan.

Note to drafters: It is recommended that structures or means of access should be avoided in the Woodland Areas. Nonetheless, if there are structures or means of access that are currently in the Woodland Areas or that may be constructed in the Woodland Areas then the drafter should add the sixth item in italics to the list above. If structures or means of access are not to be allowed in the Woodland Areas or are to be limited in their number or size, then the Easement will need to provide for that. Probably the best place would be in the paragraph limiting structures and means of access.

M. Dumping. Dumping or placing of soil or other substance or material as landfill, or dumping or placing of trash, ashes, garbage, waste, abandoned vehicles, appliances, machinery, hazardous or toxic substances, dredge spoils, industrial and commercial byproducts, effluent and other materials on the Property is prohibited, whether by Grantors or third parties. Soil, rock, other earth materials, vegetative matter, or compost may not be placed except when reasonably required for: (1) Agriculture or other permitted uses on the Property; or (2) the construction and/or maintenance of Structures, Buildings, Dwelling Units, and Means of Access permitted under this Conservation Easement. This Conservation Easement does not permit or require Grantees to become an operator or to control any use of the Property that may result in the treatment, storage, disposal, or release of hazardous materials within the meaning of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended.

N. Excavation; Surface and Sub-surface Extraction. Excavation, dredging, or removal of loam, peat, gravel, soil, rock, sand, surface or sub-surface water or other material substance in a manner as to affect the surface or otherwise alter the topography of the Property is prohibited, whether by Grantors or third parties, except for: (1) the purpose of combating erosion or flooding, (2) Agriculture or other permitted uses on the Property, (3) Wetlands or stream bank restoration, or (4) the construction and/or maintenance of permitted Structures and associated Utilities, Means of Access, man-made ponds and wildlife habitat. Grantors shall not sell, transfer, lease, or otherwise separate any mineral rights, currently owned or later acquired, from the surface of the Property. All manner of mining is prohibited.

O. Signage. Display of billboards, signs or advertisements is prohibited on or over the Property, except to: (1) state solely the name and/or address of the Property and/or the owners; (2) advertise the sale or lease of the Property; (3) advertise the Agricultural uses of the Property; (4) advertise the goods or services sold or produced in accordance with permitted Commercial uses of the Property; (5) commemorate the history of the Property, its recognition under local, state or federal historical registers, or its protection under this Conservation Easement or federal,

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state or local environmental or game laws; (6) provide directions to permitted uses and Structures on the Property; and/or (7) address hunting, fishing, or trespassing (including signs or blazes on trees, the latter of which may be unlimited in number, for the purpose of delineating Property boundaries, which Grantees encourage in order to prevent encroachments). No billboard, sign, or advertisement on or over the Property shall exceed four (4) feet by four (4) feet. Multiple signs shall be limited to a reasonable number, shall be placed at least five hundred (500) feet apart, and shall be placed in accordance with applicable local regulations, except that signs permitted under exceptions (5) and (7) may be placed the lesser of one hundred (100) feet apart or the distance required by law.

P. Reserved Rights Exercised to Minimize Damage. All rights reserved by Grantors or activities not prohibited by this Conservation Easement shall be exercised so as to prevent or to minimize damage to the Conservation Attributes identified above and water quality, air quality, land/soil stability and productivity, wildlife habitat, scenic and cultural values, and the natural topographic and open space character of the Property.

Optional: Q. Chesapeake Bay Water Quality and Concentrated Animal Feeding Operations (CAFOs). CAFOs are prohibited on the Property. For purposes of this paragraph, a CAFO is defined as any operation that either: (1) meets the regulatory definition of a CAFO (pursuant to State or Federal regulations) or (2) the permitting authority (the Maryland Department of the Environment or the U.S. Environmental Protection Agency) has designated as a CAFO.

R. Authorization. Grantors authorize the Soil Conservation District and any other entities or government agencies to release to Grantees information contained in Grantors Soil Conservation and Water Quality Plan, Forest Stewardship Plan, Forest Management Plan or any other information applicable to the Terms of this Conservation Easement.

ARTICLE IV. GRANT OF UNRESERVED PROPERTY RIGHTS

Grantors retain the right to sell, devise, transfer, lease, mortgage or otherwise encumber the Property subject to the provisions of this Conservation Easement. Grantors retain the right to sell, trade, or exchange credits allocated to Agricultural products produced on the Property. Grantors hereby grant to Grantees all rights (except as specifically reserved herein) that are now or hereafter allocated to, implied, reserved or inherent in the Property, and the parties agree that such rights are terminated and extinguished and may not be used or transferred to any other property adjacent or otherwise, and may not be used for the purpose of calculating permissible lot yield of the Property or any other property. Grantors further agree that the Property shall not be used to provide required open space for the development or subdivision of another property, nor shall it be used in determining any other permissible residential, commercial or agricultural

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uses of another property.

ARTICLE V. GRANTEE APPROVAL PROCESS

A. This Conservation Easement provides that, in specified circumstances, before Grantors can take certain actions Grantees must first give their permission, consent or approval. These specified circumstances include, but are not limited to:

- operation of a bed and breakfast, as per Article III.C(1);
- location of any new Structure containing a Dwelling Unit, as per Article III.E(1) and (2);
- location of any replacement Dwelling Unit if different from the location of the replaced Dwelling Unit, as per Article III.E(1) and (2);
- conversion of any previously non-residential Structure to be or include a Dwelling Unit, as per Article III.E(1) and (2);
- location of a new Means of Access to a Dwelling Unit, as per Article III.E(5);
- size of a parking area and Means of Access for a small-scale seasonal or occasional outdoor Commercial use or activity accessory to Agriculture, as per Article III.E(5);
- access across the Property for utilities or roadways serving another property, as per Article III.G; and
- Subdivision of the Property, as per Article III.H.

B. Whenever the Provisions of this Conservation Easement require the permission, consent or approval of Grantees, Grantors shall submit to Grantees a written and visual description of the request for which approval is sought, accompanied by such plats, maps, Subdivision plans, drawings, photographs, written specifications, or other materials as Grantees may need to consider the request. Said materials shall be submitted prior to any start of construction and in advance of, or concurrent with, application for permits from federal, state, or local governments. Grantees shall evaluate the submission for completion and may require of Grantors additional information necessary for a complete submission. When Grantees deem the submission complete (“Request”), Grantees shall act on the Request within the timeframe provided for in Article V.C below.

In evaluating the Request, each Grantee shall consider the specific Provision of this Conservation Easement requiring the approval, and said approval shall be granted or denied based on such Grantee’s sole discretion as to whether the Request conforms to the Conservation Attributes listed in Article II and Exhibit B of this Conservation Easement and the Conservation Purpose of this Conservation Easement. Approval is required by both Grantees.

If Grantors, with the support of a state or local government, are seeking approval of

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access across the Property for utilities or roadways as referenced in Article III.G, Grantees shall consider, in addition to the Conservation Attributes listed in Article II and Exhibit B of this Conservation Easement and the Conservation Purpose of this Conservation Easement, the following:

1. Does the project serve a valid public purpose, promote the public interest, or provide a public benefit;
2. Can the project be located in an alternative site without significant expense to a public agency;
3. Has the project received the written support of a state or local government;
4. Does the project maximize the use of concealment methods, if applicable;
5. Is the location of the project acceptable to Grantees;
6. Will the project provide a private benefit to Grantors;
7. Will the party making the Request compensate Grantees for Grantees' actual administrative costs and/or attorneys' fees (including but not limited to outside counsel fees) related to its review of the Request (whether or not such Request is approved), and, if approved, inspection of installation of the project, monitoring for violations and enforcement related to the project;
8. Has the party making the Request proffered acceptable mitigation, on or off the Property, to address the adverse impacts of the project and provide a net gain in Conservation Attributes, if feasible (for example, additional plantings, the grant of additional land, or a monetary payment).

If Grantors are seeking location approval for a permitted Dwelling Unit or are seeking approval of a reserved Subdivision right, all Grantors who have a real property interest in the portion of the Property at issue must join in the submission before it will be deemed a Request. If Grantors are seeking location approval for a permitted Dwelling Unit and the requested Dwelling Unit is to be situated on a newly Subdivided lot, Grantors shall submit a Request for such Subdivision at the same time.

C. Grantees shall each provide to Grantors a written decision regarding the Request within ninety (90) days after receipt of the Request, unless the time for consideration is extended by mutual agreement of the parties. Failure of either Grantee to act within the time provided shall be deemed an ~~approval~~denial by such Grantee.

D. If an expert within the Maryland Department of Natural Resources advises Grantees of an occurrence of a rare, threatened, or endangered species that was not previously recognized on the Property, and that the habitat, survivability, or fitness for such species could be enhanced by a practice or activity which would otherwise result in a violation of a Provision of this Conservation Easement, Grantees, in their sole discretion, may approve of such a practice or activity.

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ARTICLE VI. ENFORCEMENT AND REMEDIES

A. Grantees or the RLB or the OAG ("Enforcers"), and their employees and agents, shall have the right to enter the Property at reasonable times for the purpose of inspecting and surveying the Property to determine whether Grantors are complying with the Provisions of this Conservation Easement. Enforcers shall provide prior notice to Grantors at their last known address, unless Enforcers determine that immediate entry is required to prevent, terminate, or mitigate a suspected or actual violation of this Conservation Easement which poses a serious or potentially permanent threat to Conservation Attributes, in which latter case prior reasonable notice is not required.

In the course of such inspection, Enforcers may inspect the interior of Buildings and Structures permitted by Article III.E (3) and III.E (4) for the purpose of determining compliance with this Conservation Easement. In the event that a dispute arises between Enforcers and Grantors as to whether a Building or Structure is a Dwelling Unit which would not otherwise be permitted by this Conservation Easement, such Building or Structure shall be deemed to contain a Dwelling Unit unless proven otherwise by the Grantors.

B. Upon any breach of a Provision of this Conservation Easement by Grantors, Enforcers may institute suit to enjoin any such breach or enforce any Provision by temporary, *ex parte* and/or permanent injunction, either prohibitive or mandatory, including a temporary restraining order, whether by in rem, quasi in rem or in personam jurisdiction; and require that the Property be restored promptly to the condition required by this Conservation Easement at the expense of Grantors. Before instituting such suit, Enforcers shall give notice to Grantors and provide a reasonable time for cure; provided, however, that Enforcers need not provide such notice and cure period if Enforcers determine that immediate action is required to prevent, terminate or mitigate a suspected or actual breach of this Conservation Easement.

Enforcers' remedies shall be cumulative and shall be in addition to all appropriate legal proceedings and any other rights and remedies available to Enforcers at law or equity. If Grantors are found to have breached any of Grantors' obligations under this Conservation Easement, Grantors shall reimburse Enforcers for any costs or expenses incurred by Enforcers, including court costs and reasonable attorneys' fees.

C. No failure or delay on the part of Enforcers to enforce any Provision of this Conservation Easement shall discharge or invalidate such Provision or any other Provision or affect the right of Enforcers to enforce the same in the event of a subsequent breach or default.

D. Each Enforcer has independent authority to enforce the Provisions of this Conservation Easement. In the event that the Enforcers do not agree as to whether the Grantors

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are complying with the Provisions, each Enforcer may proceed with enforcement actions without the consent of any other Enforcer.

ARTICLE VII. PUBLIC ACCESS

Although this Conservation Easement will benefit the public in the ways recited above, the granting of this Conservation Easement does not convey to the public the right to enter the Property for any purpose whatsoever.

Or

Grantor shall provide public access for passive recreation [fill in description of public access].

With the approval of Grantees, the Grantor shall have the right, , to make rules and regulations for different types of public uses, and to control or limit any such public access, by posting or other means, to assure compliance with the purposes and limitations of this instrument and in order to prevent unreasonable interference with Grantor's reserved rights hereunder and other lawful uses of the Property. Grantor claims all of the rights and immunities against liability for injury to the public to the fullest extent of the law under Maryland Annotated. Code, Natural Resources, Section 5-1101, et seq. (2005 Repl. Vol.).

ARTICLE VIII. BASELINE DOCUMENTATION

The parties acknowledge that Exhibits A – E (collectively, the "Baseline Documentation") reflect the legal description of the Property, existing uses, location, Conservation Attributes and Structures, Buildings, and Dwelling Units on the Property as of the date of this Conservation Easement. Grantors hereby certify that the attached Exhibits are sufficient to establish the condition of the Property at the time of the granting of this Conservation Easement. All Exhibits are hereby made a part of this Conservation Easement:

A. Exhibit A: Boundary Description and Property Reference is attached hereto and made a part hereof. Exhibit A consists of ____ () pages.

B. Exhibit B: Conservation Attributes is attached hereto and made a part hereof. Exhibit B consists of ____ () pages.

C. Exhibit C: Inventory of Existing Structures is attached hereto and made a part hereof. Exhibit C consists of ____ () pages.

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D. Exhibit D: Color Digital Images of the Property are not recorded herewith but are kept on file at the principal office of [] and are fully and completely incorporated into this Conservation Easement as though attached hereto and made a part hereof. A list of the vantage points, image captions, and image numbers is recorded herewith. Exhibit D consists of ____ () color digital images and ____ () pages.

E. Exhibit E: Aerial Photograph of the Property is not recorded herewith but kept on file at the principal office of the [] and is fully and completely incorporated into this Conservation Easement as though attached hereto and made a part hereof. Exhibit E consists of one (1) page.

F. Exhibit F: Tax Map Showing Approximate Location of Property is attached hereto. This is to be used only by Grantees as an aid for locating the Property. It is not a plat or legal description of the Property. Exhibit F consists of one (1) page.

ARTICLE IX. DUTIES AND WARRANTIES OF GRANTORS

A. Change of Ownership. In order to provide Grantees with notice of a change in ownership or other transfer of an interest in the Property, Grantors agree to notify Grantees in writing of the names and addresses of any party to whom the Property, or any part thereof, is transferred in accordance with Section 10-705 of Real Property Article, Ann. Code of Maryland, or such other comparable provision as it may be amended from time to time. Grantors, their personal representatives, heirs, successors and assigns further agree to make specific reference to this Conservation Easement in a separate paragraph of any subsequent deed or other legal instrument by which any interest in the Property is conveyed.

B. Subordination. Grantors certify that all mortgages, deeds of trust, or other liens (collectively "Liens"), if any, affecting the Property are subordinate to, or shall at time of recordation become subordinate to, the rights of Grantees under this Conservation Easement. Grantors have provided, or shall provide, a copy of this Conservation Easement to all mortgagees of mortgages and to all beneficiaries and/or trustees of deeds of trust (collectively "Lienholders") already affecting the Property or which will affect the Property prior to the recording of this Conservation Easement, and shall also provide notice to Grantees of all such Liens. Each of the Lienholders has subordinated, or shall subordinate prior to recordation of this Conservation Easement, its Lien to this Conservation Easement either by signing a subordination instrument contained at the end of this Conservation Easement which shall become a part of this Conservation Easement and recorded with it, or by recording a separate subordination agreement pertaining to any such Lien.

C. Real Property Taxes. Except to the extent provided for by State or local law, nothing in this Conservation Easement shall relieve Grantors of the obligation to pay taxes in connection

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with the ownership or transfer of the Property.

D. Warranties. The grantors who signed this Conservation Easement on the date set forth above ("Original Grantors") are the sole owner(s) of the Property in fee simple and have the right and ability to convey this Conservation Easement to Grantees. The Original Grantors warrant that the Property is free and clear of all rights, restrictions, and encumbrances other than those subordinated to this Conservation Easement or otherwise specifically agreed to in writing by the Grantees. The Original Grantors warrant that they have no actual knowledge of any use or release of hazardous waste or toxic substances on the Property that is in violation of a federal, state, or local environmental law and will defend, indemnify, and hold Grantees harmless against any claims of contamination from such substances. The Original Grantors warrant that Exhibit C is an exhaustive list of all Dwelling Units on the Property.

E. Continuing Duties of Grantors. For purposes of this Conservation Easement, "Grantors" shall mean only, at any given time, the then current fee simple owner(s) of the Property and shall not include the Original Grantors or other successor owners preceding the current fee simple owner(s) of the Property, except that if any such preceding owners have violated any term of this Conservation Easement, they shall continue to be liable therefor.

ARTICLE X. CONDEMNATION

By acceptance of this Conservation Easement by Grantees and the Maryland Board of Public Works, the purposes of the Property as restricted for Agricultural, natural and cultural resource preservation are hereby considered to be the highest public use of the Property. Whenever all or part of the Property is taken in the exercise of eminent domain, so as to abrogate, in whole or in part, the restrictions imposed by this Conservation Easement, or this Conservation Easement is extinguished, in whole or in part, by other judicial proceeding, Grantors and Grantees shall be entitled to proceeds payable in connection with the condemnation or other judicial proceedings in an amount equal to the ~~current fair market value of their relative real estate interests~~ greater of: (1) the percentage required pursuant to Treasury Regulation Section 1.170A - 14 (g) (6), or (ii) the proportion that the value of this Conservation Easement at the time of extinguishment bears to the then value of the Property as a whole. . [If only Rural Legacy Funds were used to purchase this easement, insert the following sentence: "In the event Grantees did not contribute funds to the purchase of this Conservation Easement, then the Rural Legacy Board shall be entitled to the aforementioned proceeds."] [In the event that non Rural Legacy funds were used to purchase the easement, Grantees should receive proceeds representing their relative contributions, so add language similar to the following example: "Grantees shall then divide the proceeds as follows: The Rural Legacy Board shall receive seventy percent (70%) of the proceeds and _____ County shall receive thirty percent (30%) of the proceeds."] Any costs of a judicial proceeding allocated by a court to Grantors and Grantees shall be allocated in the same manner as the proceeds are allocated.

Exhibit A. Agreement of Sale by and between MARK S. DREW and MILDRED KATHY DREW ("Sellers") and the County Commissioners of Worcester County, Maryland ("Buyer").

ARTICLE XI. MISCELLANEOUS

A. Assignment. Each Grantee may assign, upon prior written notice to Grantors, its rights under this Conservation Easement to any "qualified organization" within the meaning of Section 170(h)(3) of the IRC or the comparable provision in any subsequent revision of the IRC and only with assurances that the Conservation Purpose will be maintained. If any such assignee shall be dissolved or shall abandon this Conservation Easement or the rights and duties of enforcement herein set forth, or if proceedings are instituted for condemnation of this Conservation Easement, this Conservation Easement and rights of enforcement shall revert to the assigning Grantee. If said assigning Grantee shall be dissolved and if the terms of the dissolution fail to provide a successor, and if there are no other Grantees in place, then Grantors shall institute in a court of competent jurisdiction a proceeding to appoint an appropriate successor as Grantee. Any such successor shall be a "qualified organization" within the meaning of Section 170(h)(3) of the Internal Revenue Code ("IRC") or the comparable provision in any subsequent revision of the IRC. No assignment may be made by any Grantee of its rights under this Conservation Easement unless Grantee, as a condition of such assignment, requires the assignee to carry out the Conservation Purpose.

B. Amendment. Grantors and Grantees recognize that circumstances could arise that justify an amendment of certain of the Provisions contained in this Conservation Easement. To this end, and subject to approval by the Rural Legacy Board, Grantors and Grantees have the right to agree to amendments to this Conservation Easement; provided, however, that:

(1) The amendment must be approved in writing by the Rural Legacy Board, and such approval shall accompany or be attached to the recorded amendment.

(2) No amendment shall be allowed if it would create an impermissible private inurement or private benefit;

(3) Proposed amendments will not be approved unless, in the opinion of each Grantee, the requested amendment satisfies the more stringent of the following: (A) (i) the amendment either enhances or has no adverse effect on the Conservation Purpose protected by this Conservation Easement and (ii) the amendment upholds the intent of the original Grantors and the fiduciary obligation of the Grantees to protect the Property for the benefit of the public in perpetuity; or (B) the amendment complies with such Grantee's amendment policy at the time that the amendment is requested.

(4) The amendment must be in conformity with all of each Grantee's policies in effect at the time of the amendment;

Exhibit A. Agreement of Sale by and between MARK S. DREW and MILDRED KATHY DREW ("Sellers") and the County Commissioners of Worcester County, Maryland ("Buyer").

(5) The amendment is subject to and dependent upon approval of the Maryland Board of Public Works; and

(6) The amendment must be recorded among the Land Records in the county or counties where this Conservation Easement is recorded.

Grantors and Grantees may agree to an amendment in lieu of engaging in full condemnation proceedings; provided that Grantees determine that the exercise of condemnation would be lawful, the best interest of all parties would be better served by negotiating a settlement with the condemning authority, and the Grantees receive and use compensation as set forth in Art. X. above. In such event, an amendment shall only be required to satisfy Art. XI.B(5) and (6).

C. Compliance with Other Laws. The Provisions of this Conservation Easement do not replace, abrogate or otherwise set aside any local, state or federal laws, requirements or restrictions imposing limitations on the use of the Property.

In the event that any applicable state or federal law imposes affirmative obligations on owners of land which if complied with by Grantors would be a violation of a Provision of this Conservation Easement, Grantors shall: (i) if said law requires a specific act without any discretion on the part of Grantor, comply with said law and give Grantees written notice of Grantors' compliance as soon as reasonably possible, but in no event more than thirty (30) days from the time Grantors begins to comply; or (ii) if said law leaves to Grantors' discretion how to comply with said law, use the method most protective of the Conservation Attributes of the Property listed herein and in Exhibit B and give Grantees written notice of Grantors' compliance as soon as reasonably possible, but in no event more than thirty (30) days from the time Grantors begin to comply.

D. Construction. This Conservation Easement shall be construed to promote the purposes of the statutes creating and governing the Rural Legacy Program, the purposes of Section 2-118 of Real Property Article, Ann. Code of Maryland, and the Conservation Purpose, including such purposes as are defined in Section 170(h)(4)(A) of the IRC. This Conservation Easement shall be interpreted under the laws of the State of Maryland, resolving any ambiguities and questions of the validity of specific provisions in a manner consistent with the Conservation Purpose.

E. Entire Agreement and Severability. This instrument sets forth the entire agreement of the parties with respect to the Conservation Easement and supersedes all prior discussions, negotiations, understandings or agreements relating to this Conservation Easement. If any Provision is found to be invalid, the remainder of the Provisions of this Conservation Easement, and the application of such Provision to persons or circumstances other than those as to which it

Exhibit A. Agreement of Sale by and between MARK S. DREW and MILDRED KATHY DREW ("Sellers") and the County Commissioners of Worcester County, Maryland ("Buyer").

is found to be invalid, shall not be affected thereby.

F. Joint and Several. If Grantors at any time own the Property in joint tenancy, tenancy by the entireties or tenancy in common, all such tenants shall be jointly and severally liable for all obligations set forth in this Conservation Easement.

G. Recordation. Grantees shall record this instrument in a timely fashion among the Land Records of _____ County, Maryland, and may re-record it at any time as may be required to preserve their rights under this Conservation Easement.

H. Notice to Grantees. Any notices by Grantors to Grantees pursuant to any Provision hereof shall be sent by registered or certified mail, return receipt requested, addressed to:

DNR address here

and to

*XYZ Land Trust, Inc.
123 Fake Street
Anytown, Maryland 21658*

or to such other addresses as Grantees may establish in writing on notification to Grantors, or to such other address as Grantors know to be the actual location(s) of Grantees.

I. Counterpart Signatures. The parties may execute this Conservation Easement in two or more counterparts, which shall, in the aggregate, be signed by all parties; each counterpart shall be deemed an original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.

J. Captions. The captions in this Conservation Easement have been inserted solely for convenience of reference and are not a part of this instrument. Accordingly, the captions shall have no effect upon the construction or interpretation of the Provisions of this Conservation Easement.

[Option if there is a District Agreement recorded]:

K. District Agreement. In the event of a conflict between this Conservation Easement and any District Agreement with the Maryland Agricultural Land Preservation Foundation, the Terms of this Conservation Easement shall prevail.

TO HAVE AND TO HOLD unto

Exhibit A. Agreement of Sale by and between MARK S. DREW and MILDRED KATHY DREW ("Sellers") and the County Commissioners of Worcester County, Maryland ("Buyer").

[County] _____, their successors and assigns, forever. The covenants agreed to and the terms, conditions, and restrictions imposed as aforesaid shall be binding upon Grantors, their survivors, agents, personal representatives, heirs, assigns and all other successors to them in interest, and shall continue as a servitude running in perpetuity with the Property.

AND Grantors covenant that they have not done or suffered to be done any act, matter or thing whatsoever, to encumber the interest in the Property hereby conveyed; that they will warrant specially the Property granted and that they will execute such further assurances of the same as may be requisite.

IN WITNESS WHEREOF, Grantors and Grantees have hereunto set their hands and seals the day and year above written.

GRANTOR:

_____(SEAL)
NAME

Exhibit A. Agreement of Sale by and between MARK S. DREW and MILDRED KATHY DREW ("Sellers") and the County Commissioners of Worcester County, Maryland ("Buyer").

STATE OF MARYLAND, _____ of _____, TO WIT:

I HEREBY CERTIFY, that on this ____ day of _____, 20__, before me the subscriber, a Notary Public of the State aforesaid, personally appeared _____, known to me (or satisfactorily proven) to be a Grantor of the foregoing Deed of Conservation Easement and acknowledged that he/she/it executed the same for the purposes therein contained and in my presence signed and sealed the same.

WITNESS my hand and Notarial Seal.

Notary Public
My Commission Expires: _____

ACCEPTED BY GRANTEES:

[INSERT COUNTY or LAND TRUST SIGNATURE]

[INSERT DNR SIGNATURE IF DNR IS CO-HOLDING]

COUNTY ATTY:

I hereby certify this deed was prepared by or under the supervision of _____, an attorney admitted to practice by the Court of Appeals of Maryland.

Approved as to legal form and sufficiency this ____ day of _____, 2020.
"Approved" means the document meets the legal requirements for a deed of conservation easement; it does not mean approval or disapproval of the transaction.

Assistant Attorney General



Worcester County

Government Center

Department of Human Resources

One West Market Street, Room 1301

Snow Hill, Maryland 21863-1213

410-632-0090

Fax: 410-632-5614

STACEY E. NORTON
Human Resources Director

PAT WALLS
Deputy Director

To: Weston Young, Chief Administrative Officer
From: Stacey Norton, Human Resources Director
Dustin Walker, Risk Manager
Date: February 9, 2025
Subject: Request to Add Comprehension and Collision Coverage to Auto Policy

To reduce the out-of-pocket expenses associated with vehicle repairs and replacements, we are recommending adding comprehensive and collision coverage (\$2500 deductible) to our auto policy for \$46,148 for the remainder of FY25 and an estimated FY26 premium of \$136,450. This will be funded out of the expenditure account Benefits & Insurance Property & Liability Insurance 100.1090.070.7170.100.

Comprehensive coverage covers non-collision incidents such as theft, vandalism, and damage caused by natural disasters. Collision coverage covers accidents, regardless of fault. Without this coverage, the county bears the full financial burden of repairing or replacing vehicles damaged due to accidents, weather events, or incidents such as deer strikes. This out-of-pocket expense can be substantial as we have seen with recent vehicles that were totaled. For example, a new Chevy Tahoe for the Sheriff's Offices costs \$76,719 - \$86,719 to replace and upfit. A Roads snowplow truck costs \$260,000 to replace. Due to our trend of accidents, spending the extra money on the additional coverage will offset the costs of repairing and/or replacing vehicles.

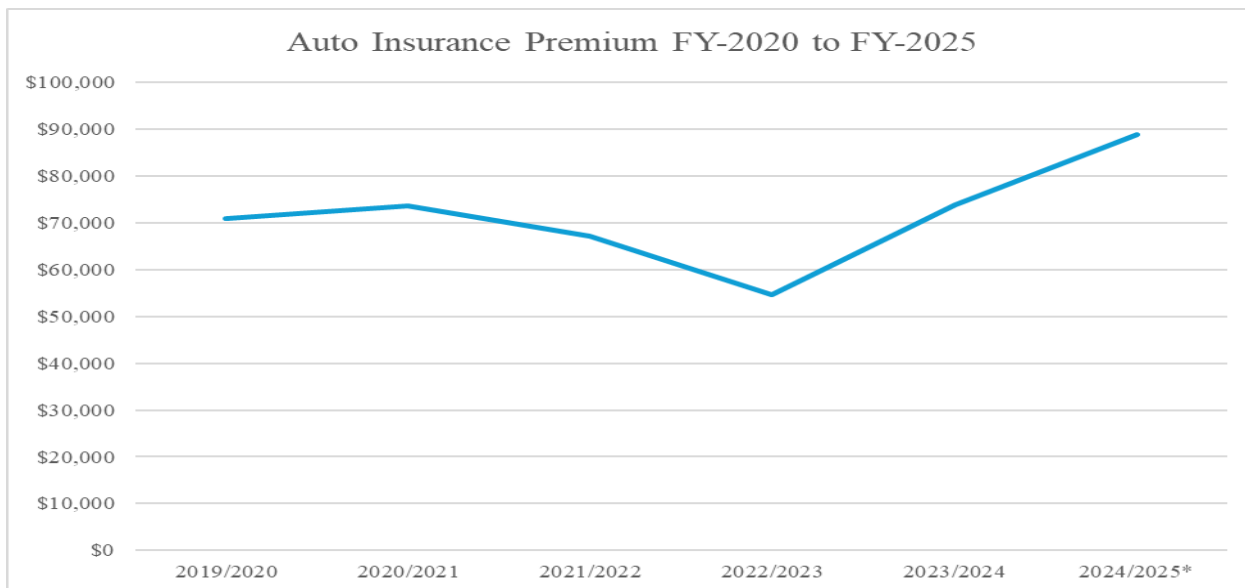
Below is a cost benefit analysis completed by Dustin.

Thank you for your consideration.

Overview of Current Auto Policy

Our current Auto Insurance Policy with LGIT provides liability coverage. This means that any damage caused by our vehicles and drivers to external vehicles or property, for which we are at fault, is covered. However, any damage to our own vehicles, for which we are at fault, will incur out-of-pocket expenses for repair or replacement. *Figure 1* illustrates the trend in our insurance premiums over the last five completed fiscal years, as well as the current fiscal year through January 13, 2025.

Figure 1:



Year	Auto	Excess Auto	Total	Status
2019/2020	\$67,620	\$3,376	\$70,996	Final
2020/2021	\$70,021	\$3,701	\$73,722	Final
2021/2022	\$63,933	\$3,256	\$67,189	Final
2022/2023	\$52,008	\$2,727	\$54,735	Final
2023/2024	\$68,462	\$5,318	\$73,780	Final
2024/2025*	\$80,515	\$8,328	\$88,437	Current

(* = Current Year Not Yet Finalized)

With the addition of comprehensive and collision to our current auto insurance policy there will be an increase to the premium depending on the selected deductible. LGIT offers a range of deductibles between **\$250.00** and **\$2500.00**. The following table shows the difference in premiums, note that this does not include the out-of-pocket costs for damage costs that are below the selected deductible:

Policy	Premium	Increase
Current Policy	\$88,437.00	N/A
With comprehensive and collision coverage added at \$2500.00 Deductible.	\$224,887.00	\$136,450.00
With comprehensive and collision coverage added at \$250.00 Deductible.	\$266,437.00	\$178,000.00

(Premium cost based on entire year, not the remainder of the year)

Adding comprehensive and collision coverage to our current policy would provide enhanced protection and reduce repair and replacement costs. Given the frequency of deer strikes each year, the addition of comprehensive coverage alone is expected to generate significant savings. For instance, the cost to replace a Chevy Tahoe for the Sheriff's Office is approximately **\$51,719** for the vehicle, with an additional **\$25,000** to **\$35,000** required for upfitting, bringing the total replacement cost to between **\$76,719** and **\$86,719**. The current premium costs do not account for the out-of-pocket expenses associated with repairing or replacing our vehicles. The total number of vehicle claims is reflected in the tables below:

Total Vehicle Claims FY-25 as of 1/15/25

Department	Claims Paid by LGIT	Claims at County's Expense	Under Investigation	Total
Sheriff's Office	0	7	1	8
Water & Wastewater	1	1	0	2
Roads	1	2	0	3
Solid Waste	1	1	0	2
Maintenance	0	1	0	1
Totals:	3	12	1	16

(As of January 15, 2025)

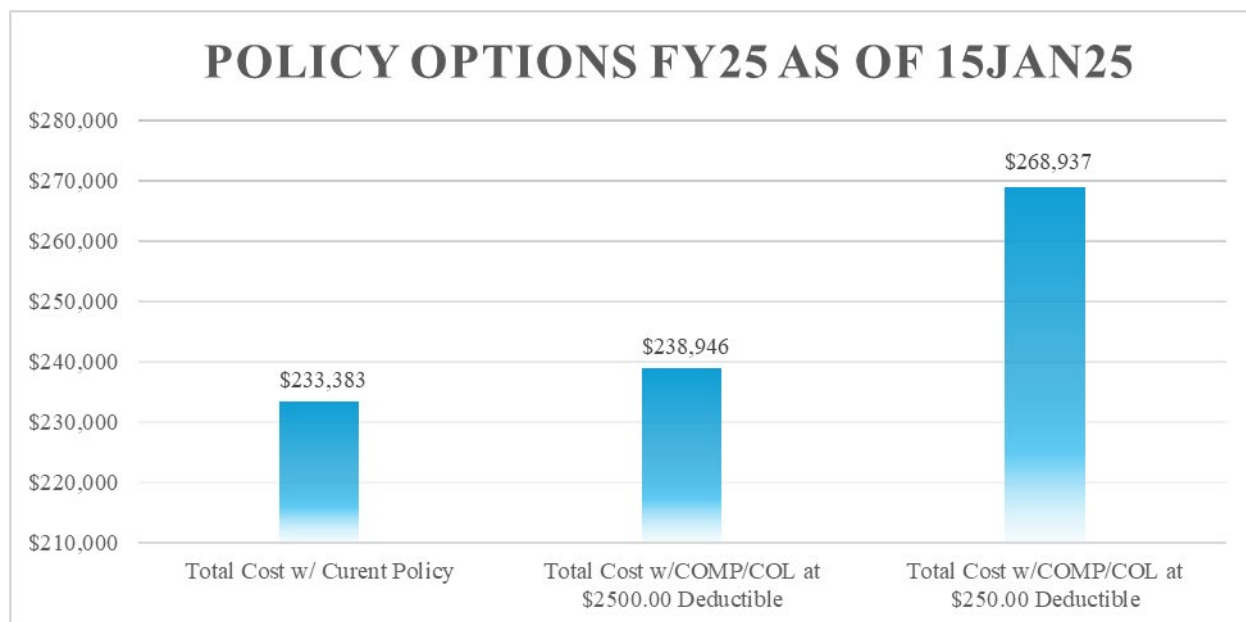
Total Vehicle Claims FY-20 to FY-24

	FY-20	FY-21	FY-22	FY-23	FY-24
Claims Paid by LGIT	2	8	9	14	11
Claims at the County's Expense	8	5	8	5	16
Total Claims	10	13	17	19	27

Policy Options

The County has several options which may be considered regarding our insurance policy. We can either maintain the current policy or enhance it by adding comprehensive and collision coverage. Currently the County is self-insured for comprehensive and collision, meaning that any claim that falls under comprehensive and collision, the County pays out of pocket. Should the County opt to add this coverage, a deductible must be chosen, with available options ranging from **\$250** to **\$2,500**. Each deductible amount carries its own associated premium and out-of-pocket costs.

Figure 2 outlines the current costs for Fiscal Year 2025, as of January 15, 2025. These figures include premiums, deductibles per incident, and repair costs for incidents that fall below the selected deductible. Please note that two key factors have not yet been fully accounted for: the fiscal year is ongoing, and several vehicles are currently awaiting repairs or invoicing.



Current Policy		Comprehensive/Collision With \$2500.00 Deductible		Comprehensive/Collision With \$250.00 Deductible	
Policy	\$88,437	Policy	\$224,887	Policy	\$266,437
Vehicle Repair Costs	\$60,946	Deductible Cost		Deductible Cost	
		To Repair or Replace Vehicle	\$12,500	To Repair or Replace Vehicle	\$2,500
Vehicle Replacement Costs	\$84,000	Total Repair Costs Below Deductible	\$1,559	Total Repair Costs Below Deductible	\$0
	*		**		
Total Cost	\$233,383	Total Cost	\$238,946	Total Cost	\$268,937

(Not all costs have been factored into repair, replacement, or total costs as we are still waiting for invoices and estimates for damaged vehicles and Current Policy total costs will increase.)

(* = Based on insured value of the vehicle.) (** = not all incidents have been invoiced)



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: Weston S. Young, Chief Administrative Officer
DATE: February 13, 2025
RE: Potential Consolidation of Water and Wastewater Service Areas

As part of the fiscal year 2026 budget development, staff have been working on potential scenarios for combining the 11 service areas of the Water and Wastewater Enterprise Fund under one roof. We would like to give you a brief update on the process so far. Further, we believe it would be beneficial to form a group of up to 3 commissioners to sit in on these discussions and help guide the scenarios that are ultimately presented to the full board for approval.

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



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

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

WESTONS, YOUNG, P.E.
 CHIEF ADMINISTRATIVE OFFICER
 CANDACE I. SAVAGE
 DEPUTY ADMINISTRATIVE OFFICER
 ROSCOER, LESLIE
 COUNTY ATTORNEY

February 7, 2025

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

President Bertino – You have Three (3) positions open:

- George Solyak – Term Ending – Agricultural Reconciliation Bd.
- Maria C- Lawrence – Term Ending Dec. 2023 – Housing Review Board
- Frederick Stiehl – Term Ended Dec. 2024 – Ocean Pines Wastewater Adv. Board

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

Commissioner Bunting - You have One (1) position open:

- Harry Hammond – Term Ending – Social Services Advisory Bd.

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

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

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

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

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

Commissioner Fiori - You have Six (6) positions open:

- Joe Schanno – Term Ending – Economic Development
- David Dypsky – Term Ended Dec. 2024 – Water & Sewer Mystic Harbor - Retired
- Stan Cygam - Term Ended Dec. 2024 – Water & Sewer Mystic Harbor
- Keith Swanton -Term Ended Dec. 2021- Water & Sewer Advisory Council, West Ocean City
- Blake Haley – Term Ended Dec. 2024 - Water & Sewer Advisory Council, West Ocean City
- Elizabeth Rodier -Term Ending-Dec. 21- Commission for Women- Not a Reappointment

All Commissioners:

(5)-Adult Public Guardianship Board-

4- Terms Expiring Dec. 2023-attached summary in open session

1 - Term Expired - Ms. Wessels, (Roberta Baldwin will potentially help search for a viable replacement, if necessary).

(1) -Drug and Alcohol Abuse Council –1- Term Ending – Kim Moses

(2) -Local Development Council for the Ocean Downs Casino-

2- Previously Expired Terms - **Mark Wittmyer At-Large -Suggested Replacement. Expired Term** David Massey (At-Large-Business O.P.),

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

(1) – Solid Waste Advisory Board – Town of Snow Hill (Pruitt)

(2)- Water and Sewer Advisory Council - Mystic Harbour 2- Terms Ended – David Dypsky and Stan Cygam

(2)- Water and Sewer Advisory Council- West Ocean City- 1 Term Ended-Dec. 2021 –Keith Swanton and Blake Haley

(2- Total): Commission for Women:

(2) Resigned -Elizabeth Rodier - (Fiori), Kathleen Palmer (Abbott)

ADULT PUBLIC GUARDIANSHIP BOARD

Reference: PGL Family Law 14-402, Annotated Code of Maryland

Appointed by: County Commissioners

Function: Advisory
Perform 6-month reviews of all guardianships held by a public agency.
Recommend that the guardianship be continued, modified or terminated.

Number/Term: 11/3 year terms
Terms expire December 31st

Compensation: None, travel expenses (under Standard State Travel Regulations)

Meetings: Semi-annually

Special Provisions: 1 member must be a professional representative of the local department
1 member must be a physician
1 member must be a psychiatrist from the local department of health
1 member must be a representative of a local commission on aging
1 member must be a representative of a local nonprofit social services organization
1 member must be a lawyer
2 members must be lay individuals
1 member must be a public health nurse
1 member must be a professional in the field of disabilities
1 member must be a person with a physical disability

Staff Contact: Department of Social Services - Roberta Baldwin (410-677-6872)

Current Members:

<u>Member's Name</u>	<u>Representing</u>	<u>Years of Term(s)</u>
Connie Wessels	Lay Person	*15-16-19, 19-22 (Term Expired)
Brandy Trader	Non-profit Soc. Service Rep.	*15-17, 17-20, 20-23
LuAnn Siler	Commission on Aging Rep.	17-20, 20-23
Jack Ferry	Professional in field of disabilities	*14-14-17-20, 20-23
Thomas Donoway	Person with physical disability	17-20, 20-23
Roberta Baldwin	Local Dept. Rep. - Social Services	03-06-09-12-15-18-21-24
Melissa Banks	Public Health Nurse	*02-03-06-09-12-15-18-21-24
Dr. Ovais Khalid	Psychiatrist	23-26
Dr. William Greer	Physician	07-10-13-16-19-22-25
Richard Collins	Lawyer	95-16-19-22-25
Nancy Howard	Lay Person	*17-19, 19-22-25

* = Appointed to fill an unexpired term

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
Kevin Holland	D-1 - Abbott	Pocomoke	96-04-08-12-16-20, 20-24
Mike Poole	D-6 - Bunting	Bishopville	17-21, 21-25
Mark Bargar	D-4 - Elder	Berlin	14-18-22-26
Jim Wilson	D-3 - Fiori	Berlin	02-06-10-14-18-22-26
Elbert Davis	D-2 - Purnell	Snow Hill	*03-07-11-15-19-23-27
James Spicknall	D-5 - Bertino	Ocean Pines	04-08-12-16-20-24-28

Prior Members:

Robert L. Cowger, Jr. (92-95)
Charlotte Henry (92-97)
Robert Purcell (92-98)
Edward DeShields (92-03)
Sumei Prete (97-04)
Shane C. Spain (03-14)
Dominic Brunori (92-15)
Richard P. Mueller (98-17)

Reference: PGL Health-General, Section 8-1001

Appointed by: County Commissioners

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

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

Compensation: None

Meetings: As Necessary

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

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

Current Members:

<u>Name</u>	<u>Representing</u>	<u>Years of Term(s)</u>
<u>At-Large Members</u>		
Kim Moses	Knowledgeable on Substance Abuse Issues	08-12-16-20, 20-24
Rev. James Jones	Knowledge of Substance Abuse Issues	*21-25
Alyce Marzola	Knowledge of Substance Abuse Treatment	*24-25
Eric Gray (Designee)	Substance Abuse Treatment Provider	*15-18-22-26
Sue Abell-Rodden	Recipient of Addictions Treatment Services	10-14-18-22-26
Colonel Doug Dods	Knowledgeable on Substance Abuse Issues	04-10 (adv)-14-18-22-26
Jim Freeman, Jr.	Knowledgeable on Substance Abuse Issues	04-11-15, 15-19-23-27
Mimi Dean	Substance Abuse Prevention Provider	*18-19-23-27
Michael Trader	Knowledgeable on Substance Abuse Issues	23-27
Matthew Giardina	Knowledgeable on Substance Abuse Issues	24-28
<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

Reference: County Commissioners' Resolutions of March 1976, 4/16/85, 9/16/97, 5/4/99 and 03-6 on 2/18/03

Appointed by: County Commissioners

Function: Advisory
Provide the County with advice and suggestions concerning the economic development needs of the County; review applications for financing; review Comprehensive Development Plan and Zoning Maps to recommend to Planning Commission appropriate areas for industrial development; review/comment on major economic development projects.

Number/Term: 7/4-Year - Terms expire December 31st.

Compensation: \$100 per meeting as expense allowance

Meetings: At least quarterly, more frequently as necessary

Special Provisions: One member nominated by each County Commissioner
Members may be reappointed

Staff Contact: Economic Development Department - Melanie Pursel (410-632-3110)

Current Members:

<u>Member's Name</u>	<u>Nominated By</u>	<u>Resides</u>	<u>Term(s)</u>
Joe Schanno	D-3, Fiori	West Ocean City	*19-20, 20-24
Ashley Harrison	D-7, Mitrecic	Ocean City	19-21, 21-25
Harry Wimbrow	D-4, Elder	Snow Hill	*22-25
Steven Habeger	D-5, Bertino	Ocean Pines	19-23-27
Natoshia Collick Owens	D-2, Purnell	Ocean Pines	*15-19-23-27
Stephen Kolarik, Jr.	D-6, Bunting	Bishopville	23-27
C.D. Hall	D-1, Abbott	Pocomoke	*22-24-28

Prior Members: Since 1972

George Gering
Margaret Quillin
Robert W. Todd
Charles Fulton
E. Thomas Northam
Charles Bailey
Terry Blades
Roy Davenport
M. Bruce Matthews
Barbara Tull
Tawney Krauss
Dr. Francis Ruffo
William Smith
Saunders Marshall
Elsie Marshall
Halcolm Bailey
Norman Cathell
Mary Humphreys
Theodore Brueckman

Shirley Pilchard
W. Leonard Brown
Charles Nichols (92-97)
Jeff Robbins (97-98)
Colleen Smith (94-98)
Tommy Fitzpatrick (97-99)
John Rogers (92-98)
Jennifer Lynch (98-99)
Don Hastings (92-99)
Jerry Redden (92-00)
Keith Mason (98-00)
Bob Pusey (99-00)
Harold Scrimgeour (00-02)
Scott Savage (98-03)
Gabriel Purnell (91-03)
Michael Avara (99-03)
Annette Cropper (00-04)
Billie Laws (91-08)
Anne Taylor (95-08)
Mary Mackin (04-08)

Thomas W. Davis, Sr. (99-09)
Mickey Ashby (00-12)
Priscilla Pennington-Zytowicz (09-14)
Barbara Purnell (08-15)
Timothy Collins (03-15)
Joshua Nordstrom (12-16)
William Sparrow (16-18)
Greg Shockley (14-18)
Tom Terry (15-19)
John Glorioso (08-19)
Ralph Shockley (*08-21)
Robert Clarke (*08-22)
Marc Scher (*19-22)
Robert Fisher (87-22)

* = Appointed to fill an unexpired term

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

Prior Members:

Phyllis Mitchell	Albert Bogdon (02-06)	Scot Tingle 14-24
William Lynch	Jamie Rice (03-07)	
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 18

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
Bob Gilmore	Dist. 5 - Bertino	Resident - Ocean Pines	*19-21, 21-25
Matt Gordon	Dist. 1 – Abbott	Resident - Pocomoke	19-22, 22-26
Ivy Wells	Dist. 3 - Church	Resident - Berlin	22-26
Cam Bunting ^c	At-Large	Business - Berlin	*09-10-14-18-22-26
Roxane Rounds	Dist. 2 - Purnell	Resident - Berlin	*14-15-19-23-27
Michael Donnelly	Dist. 7 - Mitrecic	Resident - Ocean City	*16-19-23-27
Kerrie Bunting	Dist. 4 - Elder	Resident - Snow Hill	*22-24-28
Mayor Rick Meehan ^c	At-Large	Business - Ocean City	*09-12-16-20-24-28
Tina Kolarik	Dist. 6 - Bunting	Resident -Bishopville	24-28

Prior Members:

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

PROPERTY TAX ASSESSMENT APPEAL BOARD

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

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

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

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

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

Meetings: As Necessary

Special Provisions: Chairman to be designated by Governor

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

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

Prior Members: Since 1972

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

* = 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
Shelly Daniels	D-1, Abbott	Pocomoke City	22-25
Rebecca Colt-Ferguson	D-7, Mitrecic	Ocean City	22-25
Janice Chiampa	D-5, Bertino	Ocean Pines	22-25
Diana Purnell	ex officio - Commissioner		14-18-22-25
Voncelia Brown	D-3, Church	Berlin	16-19-22-25
Mary White	At-Large	Berlin	*17-19-22-25
Margaret Labesky	D-4, Elder	Snow Hill	23-26
Nancy Howard	D-2, Purnell	Ocean City	09-16-17-20-23-26

* = Appointed to fill an unexpired term

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>
Michael Pruitt	Town of Snow Hill		*22-24
James Charles	Town of Berlin		21-25
Brain Scarborough	Town of Ocean City		21-25
Vaughn White	D-2, Purnell	Berlin	*19-21, 21-25
Bob Gilmore	D-5, Bertino	Ocean Pines	*21-22, 22-26
George Linvill	D-1, Abbott	Pocomoke	14-18-22-26
George Dix	D-4, Elder	Snow Hill	*10-18-22-26
John O'Brien	D-6, Bunting	Bishopville	*22-23-27
Don Furbay	D-3, Fiori	Berlin	20-24-28
Granville Jones	D-7, Mitrecic	Berlin	*15-16-20-24-28
Mike Wyatt	Town of Pocomoke City		24-28

Prior Members: (Since 1994)

Ron Cascio (94-96)	Frederick Stiehl (05-06)	Rodney Bailey *19
Roger Vacovsky, Jr. (94-96)	Eric Mullins (03-07)	Steve Brown *10-19
Lila Hackim (95-97)	Mayor Tom Cardinale (05-08)	Bob Augustine 16-19
Raymond Jackson (94-97)	William Breedlove (02-09)	Michael Pruitt *15-19
William Turner (94-97)	Lester D. Shockley (03-10)	James Rosenburg (*06-19)
Vernon "Corey" Davis, Jr. (96-98)	Woody Shockley (01-10)	Jamey Latchum *17-19
Robert Mangum (94-98)	John C. Dorman (07-10)	Hal Adkins (*20-21)
Richard Rau (94-96)	Robert Hawkins (94-11)	Mike Poole (11-22)
Jim Doughty (96-99)	Victor Beard (97-11)	Michelle B-El Soloh (*19-24)
Jack Peacock (94-00)	Mike Gibbons (09-14)	
Hale Harrison (94-00)	Hank Westfall (00-14)	
Richard Malone (94-01)	Marion Butler, Sr. (00-14)	
William McDermott (98-03)	Robert Clarke (11-15)	
Fred Joyner (99-03)	Bob Donnelly (11-15)	
Hugh McFadden (98-05)	Howard Sribnick (10-16)	
Dale Pruitt (97-05)	Dave Wheaton (14-16)	
	Wendell Purnell (97-18)	
	George Tasker (*15-20)	

* = Appointed to fill an unexpired term

**WATER AND SEWER ADVISORY COUNCIL
MYSTIC HARBOUR SERVICE AREA**

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

Appointed by: County Commissioners

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

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

Compensation: \$100.00/meeting

Meetings: Monthly or As-Needed

Special Provisions: Must be residents of Mystic Harbour Service Area

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

Current Members:

<u>Member's Name</u>	<u>Resides</u>	<u>Years of Term(s)</u>
David Dypsky	Teal Marsh Center	*10-12-16, 16-20, 20-24 retired
Stan Cygam	Whispering Woods	*18-20, 20-24
Matthew Kraeuter	Ocean Reef	*19-22, 23-27
Aaron Lovegrove	Landings	25-29
Charles Crawford	Landings	25-29
Gerry Horner	Landings	25-29
Kevin Kinsey	Landings	25-29

Prior Members: (Since 2005)

John Pinnero ^C (05-06)	Carol Ann Beres (14-18)
Brandon Phillips ^C (05-06)	Bob Hunt (*06-19)
William Bradshaw ^C (05-08)	Martin Kwesko (13-21)
Buddy Jones (06-08)	Richard Jendrek (05-22)
Lee Trice ^C (05-10)	Joseph Weitzell (05-22)
W. Charles Friesen ^C (05-13)	Bruce Burns (19-23)
Alma Seidel (08-14)	
Gerri Moler (08-16)	
Mary Martinez (16-18)	

^C = Charter member - Initial Terms Staggered in 2005
* = 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>
Frederick Stiehl	Ocean Pines	*06-08-12-16-20, 20-24
John F. (Jack) Collins, Jr.	Ocean Pines	*18-21, 21-25
William Gabeler	Ocean Pines	22 - 26
Robert Kane	Ocean Pines	22-26
James Spicknall	Ocean Pines	07-10-14-18-22-26

Prior Members: (Since 1993)

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

* = Appointed to fill an unexpired term

**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
Todd Ferrante	West Ocean City	13-17-21-25
Gail Fowler	West Ocean City	99-23-27
Deborah Stanley	West Ocean City	95-23-27

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

Prior Members: Since 1995

Ellen Pilchard^c (95-97)
 Helen Henson^c (95-97)
 Barbara Beaubien^c (95-97)
 Sandy Wilkinson^c (95-97)
 Helen Fisher^c (95-98)
 Bernard Bond^c (95-98)
 Jo Campbell^c (95-98)
 Karen Holck^c (95-98)
 Judy Boggs^c (95-98)
 Mary Elizabeth Fears^c (95-98)
 Pamela McCabe^c (95-98)
 Teresa Hammerbacher^c (95-98)
 Bonnie Platter (98-00)

Marie Velong^c (95-99)
 Carole P. Voss (98-00)
 Martha Bennett (97-00)
 Patricia Ilczuk-Lavanceau (98-99)
 Lil Wilkinson (00-01)
 Diana Purnell^c (95-01)
 Colleen McGuire (99-01)
 Wendy Boggs McGill (00-02)
 Lynne Boyd (98-01)
 Barbara Trader^c (95-02)
 Heather Cook (01-02)
 Vyoletus Ayres (98-03)
 Terri Taylor (01-03)

Christine Selzer (03)
 Linda C. Busick (00-03)
 Gloria Bassich (98-03)
 Carolyn Porter (01-04)
 Martha Pusey (97-03)
 Teole Brittingham (97-04)
 Catherine W. Stevens (02-04)
 Hattie Beckwith (00-04)
 Mary Ann Bennett (98-04)
 Rita Vaeth (03-04)

* = Appointed to fill an unexpired term

^c = Charter member



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: February 13, 2025
SUBJECT: Worcester County Public Hearing Notice

.....
Please print the below Public Hearing Notice in *The Salisbury Daily Times* and *Ocean City Digest/OC Today Dispatch* on January 30, 2025 and February 6, 2025. Thank you.

NOTICE OF INTRODUCTION OF EMERGENCY BILL 25-01
WORCESTER COUNTY COMMISSIONERS

Take Notice that Emergency Bill 25-01 (Zoning – Public Utility Operation Center) was introduced by Commissioners Abbott, Bertino, Bunting, Elder, Fiori, Mitrecic, and Purnell on January 21, 2025.

A fair summary of the bill is as follows:

§ ZS 1-103(b). (Adds the definition for “marine activity” in the Zoning and Subdivision Control Article to describe activities required for, supportive of, or commonly associated with the operation, storage, loading and unloading of boats, waterfront dock and port facilities, boat fuel and equipment supply, and other activities associated with the commercial and recreational fishing industry. Marine activities shall not include portside infrastructure or associated facilities that are intended to support offshore energy production.)

§ ZS 1-103(b). (Adds the definition for “marine yard” in the Zoning and Subdivision Control Article to describe structures or storage yards for the fueling, boat launching and recovery, dry storage of seaworthy boats in operable condition, maintenance facilities for all types of hull, deck and interior repairs and painting, and boat construction.)

§ ZS 1-103(b). (Adds the definition for “public utility operation center” in the Zoning and Subdivision Control Article to describe facilities, structures and any or all uses directly relating to the operation and maintenance of a public utility, including, but not limited to: (1) Operating utility system controls; (2) Business offices and associated accessory uses; (3) Indoor and outdoor vehicular and material storage yards for the constructing, maintenance and or repair of the utility system; (4) Incidental fueling and maintenance facilities; or (5) Indoor and outdoor assembly, repair, maintenance, testing and storage of utility system components, equipment, tools and supplies.)

§ ZS 1-103(b). (Adds the definition for “transportation station or terminal” in the Zoning and Subdivision Control Article to describe properties or structures associated with the transportation, loading and unloading of goods or freight by truck, rail or watercraft, but excluding warehousing and maintenance facilities.)

§ ZS 1-214(a). (Repeals and reenacts the purpose and intent statement in the CM Commercial Marine District.)

§ ZS 1-214(b)(8). (Repeals the permitted use for public utility structures and properties in the CM Commercial Marine District.)

§ ZS 1-202(c)(11). (Repeals and reenacts the special exception use for marine yards in the A-2 Agricultural District.)

§ ZS 1-203(c)(18). (Repeals and reenacts the special exception use for marine yards in the E-1 Estate District.)

§ ZS 1-210(b)(21). (Adds a new permitted principal use for public utility operation centers in the C-2 General Commercial District.)

§ ZS 1-211(b)(27). (Adds a new permitted principal use for public utility operation centers in the C-3 Highway Commercial District.)

§ ZS 1-212(b)(22). (Adds a new permitted principal use for public utility operation centers in the I-1 Light Industrial District.)

§ ZS 1-213(b)(25). (Adds a new permitted principal use for public utility operation centers in the I-2 Heavy Industrial District.)

A Public Hearing

will be held on Emergency Bill 25-01 at the Commissioners’ Meeting Room, Room 1101 – Government Center, One West Market Street, Snow Hill, Maryland on **Tuesday, February 18, 2025 at 10:30 a.m.**

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

THE WORCESTER COUNTY COMMISSIONERS

COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND

EMERGENCY BILL 25-01

BY: Commissioners Abbott, Bertino, Bunting, Elder, Fiori, Mitrecic, and Purnell
INTRODUCED: January 21, 2025

A BILL ENTITLED

AN ACT Concerning

Zoning – Marine Uses and Public Utility Operation Centers

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

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

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

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

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

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

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

- (1) Operating utility system controls;
- (2) Business offices and associated accessory uses;
- (3) Indoor and outdoor vehicular and material storage yards for the constructing, maintenance and or repair of the utility system;
- (4) Incidental fueling and maintenance facilities; or
- (5) Indoor and outdoor assembly, repair, maintenance, testing and storage of utility system components, equipment, tools and supplies.

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

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

Section 5. BE IT FURTHER ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that Subsection § ZS 1-214(a) of the Zoning and Subdivision Control Article of the Code of Public Local Laws of Worcester County, Maryland be repealed and reenacted to read as follows:

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

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

Section 7. BE IT FURTHER ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that Subsection § ZS 1-202(c)(11) of the Zoning and Subdivision Control Article of the Code of Public Local Laws of Worcester County, Maryland be repealed and reenacted to read as follows:

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

Section 8. BE IT FURTHER ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that Subsection § ZS 1-203(c)(18) of the Zoning and Subdivision Control Article of the Code of Public Local Laws of Worcester County, Maryland be repealed and reenacted to read as follows:

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

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

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

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

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

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

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

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

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Section 13. BE IT FURTHER ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that this Bill having been declared an Emergency Bill, shall take effect immediately upon its passage.



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

ITEM 19

Introduced by Commissioners
Abbott, Bertino, Bunting, Elder,
Fiori, Mitrecic, and Purnell

WSY 01/21/25

MEMORANDUM

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

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

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

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



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CUSTOMER SERVICE DIVISION
TECHNICAL SERVICES DIVISION

MEMORANDUM

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

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

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

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

Background

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

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

Discussion

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

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

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

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

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

COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND**BILL 25-**

BY:**INTRODUCED:**

A BILL ENTITLED**AN ACT Concerning****Zoning – Marine Uses and Public Utility Operation Centers**

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

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

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

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

PASSED this _____ day of _____, 2025.

ATTEST:

COUNTY COMMISSIONERS OF
WORCESTER COUNTY

RESOLUTION NO. 99- 32**RESOLUTION ADOPTING SECTIONAL REZONING
MAPS FOR WORCESTER COUNTY
WEST OCEAN CITY HARBOR**

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

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

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

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

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

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

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

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

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

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

- 4) The County Commissioners observe that the West Ocean City Harbor is at present developed with a mix of uses that have resulted from the M-1 Light Industrial District and B-2 General Business District zoning classifications found in the area. Development of these uses has occurred in accordance with those zoning classifications. The County Commissioners recognize that in all likelihood those commercially developed properties will not revert to industrial uses or to those associated with commercial fishing. To now make uses developed under the B-2 General Business District regulations nonconforming or conforming special exceptions by virtue of placement of the CM Commercial Marine District regulations on those properties is found by the County Commissioners to place an onerous burden on those properties and their owners. The County Commissioners conclude that measures should be taken to permit those properties and the structures found thereon to continue to be used in such a manner for which they were designed or to be expanded without having to seek Board of Zoning Appeals' approval.
- 5) During its review of Bill 98-17, introduced to establish the CM Commercial Marine District regulations, the Planning Commission concluded that the proposed bill would assist in protecting commercial fishing operations from intrusion and conflict with incompatible uses and therefore gave a favorable recommendation to the bill. Bill 98-17 was subsequently enacted into law by the County Commissioners on December 15, 1998. On June 3, 1999 the Planning Commission reviewed the proposed sectional rezoning of the West Ocean City Harbor area to a CM Commercial Marine District classification. The Planning Commission found that the proposed sectional rezoning was consistent with the County's Comprehensive Plan and gave a favorable recommendation to the adoption of the sectional rezoning. The County Commissioners concur with the findings of the Planning Commission.

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

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

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

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

ATTEST:

Gerald T. Mason
Gerald T. Mason
Chief Administrative Officer

WORCESTER COUNTY COMMISSIONERS

Jeanne Lynch
Jeanne Lynch, President

John E. Bloxom
John E. Bloxom, Vice President

Louise L. Gulyas
Louise L. Gulyas

Virgil L. Shockley
Virgil L. Shockley

James L. Purnell, Jr.
James L. Purnell, Jr.