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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, as we reflect on National Travel and Tourism Week, which took place May 4-10, 2025, we continue to champion the role of Worcester County Tourism and Economic Development and its partnerships with our towns, chambers of commerce, and attraction partners to stimulate economic growth, cultivate vibrant communities, create quality job opportunities, inspire new businesses, and elevate the quality of life locally; and

WHEREAS, every dollar invested in tourism marketing locally returns \$34 in state and local tax revenues. Last year Worcester County generated \$2.6 billion in visitor spending, with 15,800 visitor-supported jobs; hosted over 232,000 Welcome Center visitors in Pocomoke, which serves as a gateway to Maryland's lower Eastern Shore; reached over three million social media users; and brought home the Maryland Office of Tourism Development 2024 Market Expansion award for the "Let's Go!" Campaign highlighting the area's diverse outdoor recreational opportunities. Learn more about travel and tourism locally at www.visitmarylandscoast.org and on social media at @marylandscoast.

NOW, THEREFORE, we the County Commissioners of Worcester County, Maryland, do hereby retroactively recognize May 4-10, 2025 as **Travel and Tourism Week** in Worcester County.

Executed under the Seal of the County of Worcester, State of Maryland, this 20th day of May, 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



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PROCLAMATION

Whereas, stroke is consistently a leading cause of death in Worcester County, where approximately 100 people die annually. Life-saving treatments must be administered within 3-4.5 hours once symptoms begin; however, only a small percentage of patients get to the hospital within the treatment window either because the majority does not know how to spot a stroke or understand the importance of calling 911 immediately; and

Whereas, to help educate the community about the signs of stroke, Worcester County businesses, civic organizations, senior communities, faith-based organizations, and residents, as well as public and private schools are encouraged to participate in the Stroke Smart: Spot-a-Stroke, Stop-a-Stroke, Save-a-Life training campaign; and

Now, Therefore, we, the County Commissioners of Worcester County, Maryland, do hereby join with TidalHealth to recognize **World Stroke Day** and officially proclaim Worcester County a **Stroke Smart County**.

Executed under the Seal of the County of Worcester, State of Maryland, this 20th day of May, in the Year of Our Lord Two Thousand and Twenty-Five.



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EMERGENCY SERVICES

Worcester County

GOVERNMENT CENTER

ONE WEST MARKET STREET, ROOM 1002

SNOW HILL, MARYLAND 21863-1193

TEL: 410.632.1311 FAX: 410.632.4686

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: April 17, 2025
RE: 2022 Grant Adjustment Notice – Homeland Security Grant

The Department of Emergency Services is requesting a signature requesting an extension on the State Homeland Security Grant. The reason for the request for extension is because we are waiting on one invoice to be paid (waiting on arrival of order which should arrive soon) and then we will need to wait for the copy of the canceled check to be posted in docuware so it can be submitted to the state for reimbursement.

Please let me know if you have any questions.

Thanks,

Matt



2022 Grant Adjustment Notice

for

County Commissioners of Worcester County, Maryland

Date of Award

4/1/2025

1. Sub-Recipient Name and Address		2. Prepared by: <i>Majette , Ashley</i>	3. MEMAGMS Award Number: 22-GA 8861-04
County Commissioners of Worcester County, Maryland		4. Federal Grant Information	
		Federal Grant Title:	State Homeland Security Grant Program
		Federal Grant Award Number/CFDA Number:	EMW-2022-SS-00009-S01 SHSP / 97.067
		Federal Granting Agency:	U.S. Department of Homeland Security
5. Award Amount			
Total Award Amount \$87,467.00	2022 State Homeland Security Program Performance Period: FROM Sep 1, 2022 – Jun 30, 2025		
6. Statutory Authority for Grant: This project is supported under the Homeland Security Act of 2002 as amended (Public Law 107-296),(6USC603) Appropriations Authority for Grant: The Department of Homeland Security Appropriations Act, 2017			
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://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. This award supercedes all prior awards. Sub-Recipient Acceptance			
I have read and understand the attached Agreement Articles.			
Type name and title of Authorized Sub-Recipient official: Director		Signature of Sub-Recipient Official:	
11. Enter Federal Employer Identification Number (FEIN) and DUNS number: 526001064			12. Date Signed :
13. DUE DATE: 5/16/2025 Signed award must be returned to the SAA on or before the above due date.			



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: May 13, 2025
Re: Notice of Funding Opportunity – Plumbing Poverty Program Grant Application,
Maryland Affordable Housing Trust

.....

We are requesting approval from the Worcester County Commissioners to apply for a Plumbing Poverty Program (PPP) Grant through the Maryland Affordable Housing Trust in the amount of \$300,000. This grant requires a 10% match, which can be achieved using our budgeted inspection expenditures and leveraging other sources such as the state Special Loans Program. The application window closes on May 23, 2025, and staff is diligently working towards completion of the application. The Department of Environmental Programs is assisting us in the identification of eligible properties.

The grant funds would be used for the following activities:

- Renovation of incomplete bathrooms and/or kitchens, to include hot and cold running water; a bathtub or shower; a sink with faucet; a stove or range; a refrigerator.
- Installation or replacement of wells and/ or septic connections.
- Connection to public water/sewer systems.
- Activities to improve water quality (such as water treatment, replacement of rusty pipes, etc.).

If awarded, this program will be managed by the Housing Rehabilitation Program Coordinator.

Maryland Affordable Housing Trust

Fiftieth (50th) Funding Round (SFY25)

Plumbing Poverty Program Guidelines



Wes Moore, Governor

Aruna Miller, Lt. Governor

Jacob R. Day, Secretary

Julia Glanz, Deputy Secretary

Alice G. Pinderhughes, Chair, Board of Trustees, Maryland Affordable Housing Trust

April, 2025

MARYLAND AFFORDABLE HOUSING TRUST

c/o Maryland Department of Housing and Community Development

7800 Harkins Road

Lanham, Maryland 20706

maht.dhcd@maryland.gov

[Maryland Affordable Housing Trust Website](#)

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HUD Income Limits available on the [Multifamily Housing Development Document Library](#)

MAHT program and application questions should be sent to
[**MAHT.DHCD@maryland.gov**](mailto:MAHT.DHCD@maryland.gov)

Introduction and Program Description

Background

The Maryland General Assembly created the Maryland Affordable Housing Trust (MAHT) in 1992. The Trust is an instrumentality of the State, governed by a Board of Trustees appointed by the Governor, and staffed by the Maryland Department of Housing and Community Development. A portion of the interest generated by title company escrow accounts funds the activities of MAHT.

The Maryland Affordable Housing Trust promotes affordable housing initiatives through grants to affordable housing agencies, entities and organizations serving households earning less than 50% of the area or statewide medium income, whichever is higher, with preference given to projects that serve households with incomes less than 30% of median.

Availability of Funds

MAHT is providing a special grant opportunity to address plumbing poverty in Maryland. The Board of Trustees has allocated \$2,500,000 for SFY 25 towards this initiative.

Households with incomplete kitchens/bathrooms, including limited and/or no access to hot and cold running water, impact the well-being of families and the overall health of a community. The American Community Survey (ACS) data from the U.S. Census Bureau reported that in Maryland approximately 7,486 of all occupied housing units have incomplete plumbing facilities, and 14,351 have incomplete kitchen facilities*.

Program Goals and Objectives

The MAHT Plumbing Poverty Program (PPP) goal is to provide funding to resolve issues related to plumbing poverty that impact the quality of life for individuals and families. This special grant program gives support to scattered-site owner-occupied housing rehabilitation plumbing activities for households with incomes of less than 50% of the greater of the statewide or area median income, adjusted for household size. Preference is given to households with incomes of less than 30% of the greater of the statewide or area median income, adjusted for household size.

The maximum grant award amount is \$300,000. The grant period is two years.

MAHT intends to select a diverse group of projects which will generate a broad geographic distribution of needed affordable housing plumbing services in urban and rural areas. MAHT Plumbing Poverty Projects are expected to be completed within two years.

The Board of Trustees encourages applicants to clearly state how they will incorporate sustainable development, energy saving and green building practices in their projects when applying for funding.

Eligibility Criteria

Eligible Applicants

- County and local governments with an established scattered-site owner-occupied housing rehabilitation program.
- Non-profit community development/affordable housing organizations with a successful history of implementing a strong scattered-site owner-occupied housing rehabilitation program and/or that have a partnership with a county/local government to implement owner-occupied housing rehabilitation programs in their service area.

Eligible Beneficiaries

Owner-occupied households with incomes of less than 50% of the greater of the statewide or area median income, adjusted for household size. Preference is given to households with incomes of less than 30% of the greater of the statewide or area median income, adjusted for household size.

Eligible Uses

Costs (i.e., construction/rehabilitation/project administration) incurred by a non-profit organization, county and/or a local jurisdiction to implement a plumbing poverty rehabilitation project for eligible owner-occupied dwellings (i.e., single family, townhomes/rowhomes, and manufactured homes).

Types of construction/rehabilitation activities would include the following:

- Renovation of incomplete bathrooms and/or kitchens that includes hot and cold running water; a bathtub or shower; a sink with a faucet; a stove or range; a refrigerator.
- Installation or replacement of wells and/or septic connections.
- Connection to public water/sewer systems.
- Activities to improve water quality (e.g., water treatment, replacement of rusty pipes, etc.)

Ineligible Uses

- Not for vacant properties, rental properties, group homes, transitional housing, and public facilities.
- Not for the purchase of grantee personal property, such as office furniture or equipment.

Additional Terms and Conditions

1. Grantee can utilize up to 15% of grant award for project administration expenses.
2. Grantee is required to have drawn down at least 50 percent of grant award amount by the end of the first year. At least 80 percent of grant award must be drawn down by the end of the 3rd quarter in the second year of the grant.
3. Grantee is required to submit quarterly project progress reports and a final project report at the end of the two-year period.
4. Grantee shall maintain accurate financial and management records in a form acceptable to MAHT of all transactions related to the receipt and expenditure of MAHT grant funds and administration of the Project.
5. Grantee shall make all project records, administrative offices, and personnel available to MAHT upon request.
6. Grantee shall retain records for a minimum of three years after the completion of the project.
7. If a dwelling is owned by multiple family members, family members living in the house can be qualified for assistance if all family member owners sign a cooperative agreement.
8. The dwelling must be in substandard condition and economically feasible for being brought into compliance with a County/Local jurisdiction's Livability Code.
9. The dwelling can only receive plumbing poverty assistance one time with MAHT funds. However, a waiver may be requested by the grantee for emergency assistance or on a case by case basis.
10. Owner-occupants must not own any house other than the one to be rehabilitated under the program and must not have assets which would enable the applicant to secure rehabilitation funds from other sources.
11. Owner-occupants must have insurance on the property (including flood insurance if within a flood zone) and must be current with property taxes at the time of their application for assistance.
12. Any property in forbearance with the property's mortgage company, or is subject to a reverse mortgage, is not eligible for assistance from this Program.

13. Any property that is in arrears with property taxes is not eligible for assistance from this Program.
14. Any property with outstanding judgments against it (i.e., state/federal/local tax, mechanic's lien, and/or other default judgments**) is not eligible for assistance from this Program.
15. Grantee will be required to draft and file any required liens on properties that receive MAHT funding support through this program. Grantee will be required to provide a copy of the recorded lien document to MAHT in a timely manner for its grant project files.
16. The Grantee is required to use either the following terms or their own terms, whichever are stricter:
 - a. **Tier I** – Assistance between \$1,000 and \$15,000 requires a lien placed on the property for five (5) years
 - b. **Tier II** – Assistance between \$15,001 and \$30,000 requires a lien placed on the property for ten (10) years
 - c. **Tier III** – Assistance between \$30,001 and above requires a lien placed on the property for fifteen (15) years
17. If the property is sold and/or transferred, the amount of MAHT funds invested in the property will be returned to MAHT. Repayments will be required according to the following schedule:

For Tier I - five-year liens

- | | | |
|----------------------------|------|---------------------------|
| • Sale in the first year: | 100% | MAHT investment repayment |
| • Sale in the second year: | 80% | MAHT investment repayment |
| • Sale in the third year: | 60% | MAHT investment repayment |
| • Sale in the fourth year: | 40% | MAHT investment repayment |
| • Sale in the fifth year: | 20% | MAHT investment repayment |

The lien will be released/forgiven after the fifth year and no repayment is required thereafter.

For Tier II – ten-year liens

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

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

For Tier III – fifteen-year liens

- Sale in the first year: 100% MAHT investment repayment
- Sale in the second year: 93% MAHT investment repayment
- Sale in the third year: 87% MAHT investment repayment
- Sale in the fourth year: 80% MAHT investment repayment
- Sale in the fifth year: 73% MAHT investment repayment
- Sale in the sixth year: 67% MAHT investment repayment
- Sale in the seventh year: 60% MAHT investment repayment
- Sale in the eighth year: 53% MAHT investment repayment
- Sale in the ninth year: 47% MAHT investment repayment
- Sale in the tenth year: 40% MAHT investment repayment
- Sale in the eleventh year: 33% MAHT investment repayment
- Sale in the twelfth year: 27% MAHT investment repayment

- Sale in the thirteenth year 20% MAHT investment repayment
- Sale in the fourteenth year: 13% MAHT investment repayment
- Sale in the fifteenth year: 7% MAHT investment repayment

The lien will be released/forgiven after the fifteenth year and no repayment is required thereafter.

18. Grantee will be responsible for notifying the MAHT program when/if a property sale/transfer takes place and returning funds to the MAHT program. MAHT will provide instructions to the Grantee on how to return/send payment to the MAHT program in their grant agreement.

19. Applicants (i.e., county/local jurisdictions/non-profits) to the MAHT Plumbing Poverty Program will be required to:

- include a complete analysis of plumbing poverty issues in their county and/or service area;
- include a list of potential properties for which they want to provide rehabilitation services. The list must include for each property, a cost benefit determination with cost estimates for the proposed construction/rehabilitation work and current value of the property from the MD SDAT. (i.e., MD Real Property Data Search website);
- include a copy of their current county/local jurisdiction/nonprofit housing rehabilitation underwriting policies/procedures and application process; and
- include at least a 10% contribution/match. This match can include leverage from other sources.

*Source: [US Census Bureau: Why We Ask Questions About Plumbing Facilities](#)

**This does not include properties that are behind in public utility (i.e., water) payments.

Application Development and Submission Procedures

Applicants must answer all questions and to fully complete each form according to instructions. Application must be signed. Applications sent without signature will not be accepted. If additional space is required to any section, attach additional pages, clearly marking the section to which they relate.

Attachments should be secured to the application in order and clearly labeled with the letter of the attachment as instructed in the application. Please do not intersperse attachments throughout the application. Applicants are required to complete one application with budget and electronically submit the completed documents along with the supporting items found on the application checklist. To obtain the application and program guidelines, please send a request to MAHT.DHCD@maryland.gov.

Legal documents and certifications required for submission are found on the MAHT website in a separate file named "Round Legal Documents and Instructions" and should be included with the application.

In assembling the application package, please be sure that the application package is arranged in the following order:

1. MAHT Application (Word format)
2. MAHT Budget (Excel format)
3. MAHT Supplemental information and attachments

Attachments should be clearly labeled. Applications not submitted in the manner above will not be considered for funding.

Schedule

- Guidelines and application available April 17, 2025
- Applications due May 23, 2025
- Announcement of awards June 30, 2025

Applications must be received no later than 5:00 p.m. (EST) on Friday, May 23, 2025.

No application fee is required. **Completed applications should be emailed to: MAHT.DHCD@maryland.gov.**

Threshold Requirements

Proposals for housing plumbing rehabilitation project must include the following information:

- Description of the project, including:
 - number and types of units;
 - map with site location(s);
 - anticipated completion schedule, construction start and substantial completion; and
 - scope of work.
- statement of total project/undertaking costs and verification of all committed and anticipated funding for the project/undertaking, including approval letters, letters of intent, feasibility letters, etc., where appropriate;
- description of the need for plumbing project in the proposed geographic area;
- description of applicant's expertise in housing rehabilitation;
- statement of whether any temporary or permanent displacement will result from the proposed project and, if so, a proposed plan for relocation;
- applicant's financial statements for current year and last year;
- audited or non-audited financial statements for the prior year of project operations for existing and occupied projects, if owned by the applicant;
- organizational documents, such as partnership agreement or articles of incorporation and bylaws; and
- resolution from the organization's board of directors authorizing the application.

Selection Criteria

Projects deemed to be ready and feasible will be evaluated using the following criteria:

1. **Project Overview, Need, and Timeline:** the project is well thought out, the need is clearly justified, and the schedule makes sense and is reasonable.
2. **Organizational Capacity:** the organization has demonstrated a successful history of implementing housing rehabilitation Program services in the community and is experienced in grants management.
3. **Low-income Occupancy:** the project will serve the lowest-income families or individuals.
4. **Long-term Affordability:** the project will keep units affordable to low and very low-income households for the longest period of time.

5. **Leveraging:** the project will leverage other resources, including federal, local and private sector funds and the applicant's own funds. It is preferred that MAHT funds are needed only to fill a final gap in funding to complete the project.
6. **Need for Geographic Considerations:** the project fills the greatest need/demand for the type of housing in the geographic area and helps achieve an equitable geographic distribution of MAHT funds.
7. **Applicant contribution:** In order to be considered for MAHT funding, an Applicant must provide from its own funds at least 10% of the total requested amount. The 10% can be a combination of cash and/or verifiable contributions to the project.

Applicant contributions exceeding 10% of the total requested amount will be viewed favorably during the evaluation process. Applicants are required to show their 10% contribution clearly on the budget pages of the application. Applications will not be approved if the requested amount equals the total project costs.

All applications that meet the threshold criteria will be rated and ranked competitively by a review committee composed of Maryland DHCD staff and the MAHT Evaluation Committee.

Rating is based on a 170-point scale. Point ranges have been established for each criterion to gauge the extent to which the applicant meets the criterion. The following factors will be considered in determining the points assigned:

Evaluation Areas	Maximum Points
Plumbing Poverty Program Project Description	30
Plumbing Poverty Program Project Need Demonstration and Justifications	30
Plumbing Poverty Program Project Readiness, Organizational Capacity and Experience	50
Plumbing Poverty Program Project Implementation Timeline, Outcomes and Sustainability Plan	20
Plumbing Poverty Program Budget and Budget Narrative	20
Organizational Program and Grant Administration Experience	15
Applicant Submission of Required Legal Documents and Attachments	5

Award Announcement

The final award selection will be made by the Board of Trustees and will not be subject to challenge or contest by the applicant. The Maryland Affordable Housing Trust will notify each awardee via a letter which will include the following:

- amount of the grant;
- date that funds are expected to be available; and
- procedure by which the grant agreement will be prepared.

Rejection letters will be sent to applicants whose requests for MAHT funding are declined.

The Maryland Affordable Housing Trust will not cover or reimburse any costs incurred before the Board of Trustees approves an award of funds. The agreement will specify how the funds will be disbursed and conditions that must be met.

Compliance and Monitoring

The Maryland Affordable Housing Trust may, at any time, inspect and monitor the records and work of the proposed project as to performance and compliance with program rules and requirements.

MAHT reserves the right to terminate the agreement in the event that an awardee: 1) loses its ability to proceed with the project; 2) makes material alterations; or 3) fails to comply with the project schedule.

Definitions

- **Low-income households:** Households with incomes of less than 50% of Statewide or area median, whichever is higher.
- **Minor children:** Children under 18 years of age.
- **Non-profit organization:** A corporation or foundation, no part of the net earnings of which operates or are distributed to the benefit of any private shareholder or individual holding an interest in that entity.
- **Project:** Rehabilitation of owner-occupied housing entirely by households with incomes of less than 50% of Statewide or area median, whichever is higher.
- **Plumbing Poverty:** Households with incomplete kitchens/bathrooms, including limited and/or no access to hot and cold running water.
- **Very low-income households:** Households with incomes of less than 30% of Statewide or area median, whichever is higher.

MAHT program and application questions should be sent to
MAHT.DHCD@maryland.gov

Appendix

2023 American Community Survey (U.S. Census Bureau) 5-Year Estimates Data Profiles: Maryland Plumbing Poverty Issues by County

Source: [US Census Bureau: Why We Ask Questions About Plumbing Facilities](#)

Geographic Area Name	Housing units with incomplete plumbing facilities	Housing units with incomplete kitchen facilities
Allegany County, Maryland	76	199
Anne Arundel County, Maryland	547	1,409
Baltimore County, Maryland	935	2,326
Calvert County, Maryland	188	228
Caroline County, Maryland	80	92
Carroll County, Maryland	184	476
Cecil County, Maryland	65	157
Charles County, Maryland	341	304
Dorchester County, Maryland	41	149
Frederick County, Maryland	209	575
Garrett County, Maryland	43	141
Harford County, Maryland	413	780
Howard County, Maryland	235	745
Kent County, Maryland	26	20
Montgomery County, Maryland	1,431	2,448
Prince George's County, Maryland	1,132	1,529
Queen Anne's County, Maryland	62	60
St. Mary's County, Maryland	214	187
Somerset County, Maryland	38	90

Geographic Area Name	Housing units with incomplete plumbing facilities	Housing units with incomplete kitchen facilities
Talbot County, Maryland	121	124
Washington County, Maryland	109	519
Wicomico County, Maryland	62	224
Worcester County, Maryland	30	88
Baltimore City, Maryland	904	1,481
	7,486	14,351

Additional Plumbing Poverty Issue Resources:

[USA Facts: More than half a million US households live with plumbing poverty](#)



Worcester County Government

One West Market Street | Room 1103 | Snow Hill MD 21863-1195

(410) 632-1194 | (410) 632-3131 (fax) | admin@co.worcester.md.us | www.co.worcester.md.us


MEMORANDUM

TO: Worcester County Commissioners
FROM: Charlene Sharpe, Legislative Analyst
DATE: May 8, 2025
RE: Attorney General opinion

During the past several months, Administration and Recreation and Parks have worked with the Worcester County Health Department to find ways to expand food offerings at tournaments and special events while continuing to ensure the community's health and safety needs are met. While we have made progress and the Health Department has implemented some new protocols to help meet our needs, the issue of trailers has not been addressed.

It seems about half of Maryland's counties allow trailers as mobile units. Here in Worcester, our Health Department does not believe trailers meet the definition in COMAR. We'd like commissioner approval to seek an opinion on the issue from the Maryland Attorney General's Office.

MEMORANDUM

TO: Worcester County Commissioners
CC: Weston Young CAO; Candace Savage, Deputy CAO
FROM: Melanie Pursel, Director, Office of Tourism and Economic Development 
DATE: May 13, 2025
RE: Tourism– Out of State Conference

Our department was recently made aware of a last-minute training opportunity for two Maryland DMOs to attend the 33rd Annual Southeast Tourism Society's Marketing College. This event will be held at Mercer University in Macon, Georgia, from June 1–6. Our Marketing and Advertising specialist applied for and was awarded a scholarship to attend, valued at \$1,745, which covers all tuition, dormitory accommodation, and meals/snacks (except for one dinner). This scholarship will be honored next year for the second part of the training if we decide to attend. This is a three-year program that culminates in a "Travel Marketing Professional" certificate. Therefore, I am requesting the out-of-state travel expenses outlined below. We do have funds remaining in our travel and training budget to cover this expense.

The estimated travel expenses for this year's trip are as follows:

Item	Cost
Round-trip flight (DCA to ATL)	\$194
Airport long-term economy parking (6 days)	\$114
One dinner (estimated)	\$30
Shuttle to/from Mercer University	\$100
Total Estimated Cost	\$450

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



Worcester County Government

One West Market Street | Room 1103 | Snow Hill MD 21863-1195

(410) 632-1194 | (410) 632-3131 (fax) | admin@co.worcester.md.us | www.co.worcester.md.us

MEMORANDUM

TO: Worcester County Commissioners
FROM: Charlene Sharpe, Legislative Analyst
DATE: May 7, 2025
RE: Health Department Core Funding Request

We are seeking approval from the commissioners to submit a request to the state for review of the current required Core Funding match. As it did in FY25, the Maryland Department of Health will consider Local Share Match Requirement adjustment requests on a limited case by case basis.

Worcester County's local match is projected to increase from \$5,422,660 in FY '25 to \$11,254,986 for FY'26. A draft letter is attached.

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



COMMISSIONERS
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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

May 7, 2025

Meena Seshamani M.D., Ph.D
 Maryland Department of Health Secretary
 Herbert R. O'Connor State Office Building, 201 West Preston St.,
 Baltimore, MD 21201 - 2399
meena.seshamani@maryland.gov

RE: Worcester County Health Department Core Funding-Local Match

Dear Dr. Seshamani:

On behalf of the Worcester County Commissioners, I'm writing to ask for your consideration in reducing our required county match percentage for FY'26 Core Public Health Services funding from 73% to 60%. This revised percentage would put the required County match funds at \$6,220,843. We are extremely thankful for the support of Core Funding, however, we find ourselves in a financial hardship due to the significant increase in expected local match from the previous year (\$5,422,660 in FY '25 to \$11,254,986 for FY'26).

I have met with our County's Administration regarding the FY'26 expected match and there are concerns. This significant increase compounds the financial hardship for Worcester County, specifically with regard to the state-mandated support for The Blueprint and new local cost shifts, which leave the county responsible for 90% of State Department of Assessment and Taxation operating costs as well as half of teacher and community college retirement costs. Counties are now also responsible for 50% of wrongful incarceration settlements, a figure that while hypothetical is also impossible to plan for in a budget.

We appreciate the work completed by Public Health Services for the 2024 Joint Chairmen's Report, including the recommendations to adjust the Local Share Match Requirement. However, upon reading the report, we did not identify a formula to be used in determining the match percentage required by each jurisdiction. This has been a concern of Worcester's for the past several years as our required match is 73%, second highest in the State of Maryland, and has remained unchanged since 1996.

In absence of a defined match formula as well as the significant financial burden this will cause, we respectfully request that the State hold Worcester County harmless of the proposed increase and grant our requested adjustment.

Sincerely,

Theodore J. Elder
President



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 black ink, appearing to be "R. Mitchell", written over the name and title of the sender.

Subject: Ocean City Inlet
Request for Letter – Dredge Availability

Date: 5/12/25

We received a notification in the Delmarva Water Transport Committee meeting from the Corps that the *Murden* dredge will be out of drydock in June and not available until July. As this is the only functional dredge at the moment for the Corps on the eastern seaboard, they will have a large number of scheduled obligations crowding their schedule. As we know, more frequent maintenance dredging of the inlet federal navigational channels is needed to keep ahead of the shoaling in the area, which have occurred from increased erosion since Hurricane Sandy in 2012.

The White Marlin tournament returns to the area on August 4th. The hundreds of vessels coming in and out of our marinas and the Ocean City inlet will need another visit by the Corps dredge as has been done in past years. This dredging event not only benefits our tournament visitors, but the dredge visit also provides a measure of safety with sediment removal accommodating the vessel drafts for our commercial fishing fleet as well. Our local economic impact in 2024, while accounting for inflation and growth, was estimated to be around \$30 million. The White Marlin Open has continued to grow in participation, sponsorships, and prize money. We are blessed with an increasing prestige for the tournament on a global scale as the World's largest billfish tournament.

I would respectfully request the County Commissioners consider expressing interest in communicating to the Corps District Commander, Colonel Pena, the seriousness of the situation here in the inlet and the need for another maintenance dredging pass before the White Marlin Tournament in early August. I can work with Ms. Sharpe to craft our message to the Corps with the Commissioner's approval.

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

cc: Charlene Sharpe



Worcester County Administration

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

To: Commissioners

From: Roscoe R. Leslie

Date: May 7, 2025

RE: Cable Franchise Agreement

Attached for approval is a draft franchise agreement with Mediacom for cable television service in the County.

The County will receive 5% of Mediacom's gross revenue generated from their television services.

CABLE FRANCHISE AGREEMENT
BETWEEN
COUNTY COMMISSIONERS OF
WORCESTER COUNTY
AND
MEDIACOM DELAWARE LLC

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CABLE FRANCHISE AGREEMENT

This Cable Franchise Agreement (hereinafter referred to as the "Agreement") is executed as of the _____ day of _____, 2025 (hereinafter referred to as the "Effective Date") by and between the County Commissioners of Worcester County, Maryland (hereinafter referred to as the "County") and Mediacom Delaware LLC (hereinafter referred to as "Mediacom").

WHEREAS, pursuant to the Cable Communications Policy Act of 1984, the Cable Television Consumer Protection and Competition Act of 1992, and the Telecommunications Act of 1996 (hereinafter collectively referred to as the "Cable Act"), the regulations of the Federal Communications Commission (hereinafter referred to as the "FCC") and Maryland law, the County is authorized to grant and renew franchises to construct, operate and maintain a Cable System utilizing public rights-of-way and properties within the County's jurisdiction; and

WHEREAS, Mediacom wishes to obtain a Franchise to maintain, construct, operate, and maintain its Cable System over, under and along the aforesaid Public Rights-of-Way for use by the County's residents consistent with federal, state and local law; and

WHEREAS, the aforesaid rights-of-way used by Mediacom are public properties acquired and maintained by the County held in trust on behalf of citizens of the County and the right to use said rights-of-way is a valuable property right; and

WHEREAS, the County desires to protect and manage the aforesaid rights-of-way, require high standards of customer service, encourage future technical improvements to maintain a technologically-advanced Cable System, establish certain reporting requirements, obtain certain complimentary services, preserve the right to obtain the use of educational and governmental channels, receive franchise fees for Mediacom's use of the County's rights-of-ways as provided by federal law, and provide for the current and future cable-related needs of its residents; and

WHEREAS, the County held a public hearing on the subject of cable franchise renewal, including reviewing the cable operator's past performance and identifying the County's future cable-related community needs; and

WHEREAS, the County has determined that Mediacom has the financial, legal and technical ability to provide Cable Service to Subscribers located in the County; and

WHEREAS, the County, after affording the public notice and opportunity for comment, has determined that the public interest would be served by renewing Mediacom's franchise according to the terms and conditions contained herein;

NOW THEREFORE, in consideration of the mutual promises contained herein and intending to be legally bound hereby, the County and Mediacom agree as follows:

SECTION 1
GRANT OF FRANCHISE

1.1 GRANT OF AUTHORITY

Consistent with the Cable Act, the regulations of the FCC and Maryland law, the County hereby grants a non-exclusive and revocable franchise to Mediacom, authorizing and permitting Mediacom to construct, operate, and maintain a Cable System in the County's public rights-of-way.

Subject to the terms and conditions contained herein, the County hereby grants to Mediacom the right to construct, extend, install, operate, maintain, upgrade and rebuild a Cable System, including such wires, cables, fiber, conductors, ducts, conduits, amplifiers, pedestals, attachments and other property and equipment as are necessary and appropriate to the operation of the Cable System in, under, over, along, across and upon the streets, lanes, avenues, alleys, sidewalks, bridges, highways and other public places and rights-of-way under the jurisdiction of the County, including property over which the County has a sufficient easement or right-of-way, for the purpose of reception, transmission, amplification, origination, distribution or redistribution of video and audio signals to provide Cable Services as permitted by applicable law.

Except for the locations where aerial cable presently exists as of the effective date of this Agreement, no aerial cable shall be placed over any navigable Waterway located in the Service Area or directly adjacent to it without written consent of the County, further, the County agrees that no other cable provider or utility provider shall be allowed to place their facilities over any navigable Waterway located in the Service Area or directly adjacent to it without written consent of the County.

1.2 TERM OF FRANCHISE

The term of this Agreement shall be for a period of 10 years, commencing on the Effective Date and expiring on _____.

1.3 NON-EXCLUSIVITY

(a) Mediacom acknowledges and agrees that the County reserves the right to grant one or more additional franchises to construct, operate, and maintain a Cable System within the County.

(b) The franchise granted to Mediacom is non-exclusive; however, if the County has or grants a subsequent Franchise, whether a Cable System franchise, that, when taken as a whole upon consideration of all of its material obligations, is more favorable or less burdensome to the subsequent franchisee than this Agreement is to Mediacom, then Mediacom may request an amendment to this Agreement to provide Mediacom with competitive equity. If the County agrees with Mediacom that, when taken as a whole upon consideration of all its material obligations, the subsequent Franchise is more favorable or less burdensome, then the County and Mediacom shall enter into discussions in order to modify this Agreement to the mutual

satisfaction of both parties to provide Mediacom with such competitive equity.

(c) In the event an application for a new Franchise for Cable Service is submitted to the County proposing to serve Subscribers within the County, then the County shall notify Mediacom in writing of the submission of the application.

1.4 POLICE POWERS

Mediacom's rights under this Agreement are subject to the police powers of the County to adopt and enforce general laws and regulations necessary for the safety and welfare of the public. Such laws and regulations are separate and distinct from the terms and conditions contained in this Agreement.

1.5 NO WAIVER OF RIGHTS

No course of dealing between the County and Mediacom, nor any delay on the part of the County in exercising any rights hereunder, shall operate as a waiver of any such rights of the County of acquiescence in the actions of Mediacom in contravention of such rights, except to the extent expressly waived by the County.

SECTION 2 **COMPENSATION TO THE COUNTY**

2.1 FRANCHISE FEES

Mediacom shall pay to the County as amount equal to five percent (5%) of the Gross Revenues derived from the operation of its Cable System to provide Cable Service in the County. The term "Gross Revenues" is defined in Section 14 "Definitions." Mediacom shall not deduct or otherwise credit against the franchise fee any tax, fee or assessment of general applicability. The County may amend the franchise fee upon sixty (60) days written notice to Mediacom provided that the franchise fee may not exceed the maximum percentage permitted by law. Any change in Mediacom's franchise fee obligation contained herein shall commence within sixty (60) days from such written notice.

2.2 QUARTERLY PAYMENTS

Franchise fee payments to the County under this provision shall be computed at the end of each calendar quarter. Such payments shall be made no later than forty-five (45) days following the end of each calendar quarter. Specifically, payments shall be due and payable on or before May 15 (for the first quarter), August 15 (for the second quarter), November 15 (for the third quarter), and February 15 (for the fourth quarter). Upon request and if mutually agreeable, Mediacom shall deposit the franchise fee payments electronically into an account as designated by the County. In the event that any franchise fee payment is not made on or before the date by which it is due, then interest shall be added at the annual rate of six percent (6%) of the amount of franchise fee revenue due to the County. The interest rate shall be applied as described from the date such franchise fee payment was originally due. No acceptance of any

payment shall be construed as an accord that the amount is paid in fact the correct amount, nor shall acceptance of any payment be construed as a release of any claim the County may have for additional sums payable under this Agreement.

2.3 QUARTERLY REPORTS

Each franchise fee payment shall be accompanied by a written report containing an accurate statement of Mediacom's Gross Revenues received for Cable Services for each calendar quarter in connection with the operation of Mediacom's Cable System and a brief description showing the basis for computation of fees. Specifically, the report shall contain line items for sources of revenue received and the amount of revenue received from each source. The report shall be verified by a financial representative of Mediacom. Furthermore, upon written request each time and no more than twice per year, Mediacom shall provide the then current subscriber counts to the County.

2.4 AUDITS

No more than once every three (3) years during the term of this Agreement, upon thirty (30) days prior written notice, the County shall have the right to conduct an independent audit or franchise fee review of Mediacom's records reasonably related to the sources, amounts and computation of Gross Revenues in accordance with generally accepted accounting principles. Upon request, Mediacom shall make available to the County copies of financial records related to the franchise fee audit or review. Such records shall be kept or made available to the County at the notice location for Mediacom specified in Section 13.3. If the audit or franchise fee review shows that franchise fees have been underpaid, then Mediacom shall pay the underpaid amount and monetary fines of five percent (5%) of the underpayment. If franchise fees have been underpaid by ten percent (10%) or more, then Mediacom shall also pay the total cost of the audit or franchise fee review.

2.5 BUNDLED SERVICES

If Cable Services subject to the franchise fee required under this Section are provided to Subscribers with non-Cable Services and the total cost of the bundle reflects a discount from the aggregate retail prices of the services contained therein, the franchise fee shall be applied to the retail price of the Cable Services in the bundle reduced by no more than a proportionate share of the overall discount.

SECTION 3

SYSTEM CONSTRUCTION, OPERATION AND MAINTENANCE

3.1 TECHNICAL STANDARDS

Mediacom shall operate, maintain, construct and extend the Cable System so as to offer high quality signals and reliable delivery of one-way and two-way Cable Services for all programming services throughout all parts of the County where the density requirements of Section 3.2 are met off of Mediacom's existing distribution facilities (existing distribution facilities as of the date of this Agreement are shown on the maps provided to the County, as per

Section 3.7). The video signals provided by the Cable System shall be delivered in high quality resolution in accordance with FCC standards. Mediacom shall take necessary steps to assure the audio level is relatively equal between channels and/or between programming and advertising originated by Mediacom. Audio levels shall also comply with FCC standards. The Cable System shall meet any and all generally applicable technical performance standards of the FCC, the National Electrical Safety Code, the National Electric Code and any other applicable federal laws and the laws, ordinances and construction standards of the State of Maryland and the County.

Stand-by power at the headend(s) shall be provided in the event of a service interruption. Stand-by power must activate upon the failure of commercial utility power. Any additional powering utilized on the system shall have power supplies that are stand-by ready and capable of providing power to the System for not less than three (3) hours per occurrence in the event of an electrical outage. Mediacom shall employ status monitoring of all powering devices on the system and maintain sufficient portable motorized generators to be deployed in the event that the duration of a power disruption is expected to exceed three (3) hours.

3.2 AREA TO BE SERVED

(a) Cable Services shall be made available to every dwelling occupied by a person requesting Cable Service provided that Mediacom is able to obtain from the property owners any necessary easements and/or permits consistent with Section 621(a)(2) of the Cable Act. Mediacom and the other density requirements in this Section 3.2 are met shall extend the Cable System into all areas within the County that are contiguous to Mediacom's existing distribution facilities where there is a minimum of 10 residences within 1320 cable-bearing strand feet (one-quarter cable mile) from the portion of Mediacom's trunk or distribution cable which is to be extended. shall complete said extensions within 3 months of written notification to Mediacom by the County that an area has met the minimum density standard set forth herein (weather permitting). Mediacom's obligation hereunder shall be subject to the timely performance of walk-out, make ready and location of all underground utilities. Notwithstanding the foregoing, Mediacom shall have the right, but not the obligation, to extend the Cable System into any portion of the Service Area where another operator is providing Cable Service, into any annexed area which is not contiguous to the present Service Area of Mediacom, or into any area which is financially or technically infeasible due to extraordinary circumstances, such as a runway or freeway crossing.

(b) Any dwelling unit within one hundred twenty-five feet (125 ft.) aerial distance of the cable plant shall be entitled to a standard installation rate. For any dwelling unit in excess of one hundred twenty-five feet (125 ft.) aerial distance or that requires an underground installation, Mediacom shall extend Cable Service at a rate not to exceed Mediacom's actual cost of installation from its main distribution system.

(c) In those areas of the service area where all of the transmission or distribution facilities of the respective public utilities providing telephone communications and electric services are underground, Mediacom likewise shall construct, operate, and maintain its Cable System underground. Nothing contained in this subsection shall require Mediacom to construct operate and maintain underground any ground-mounted appurtenances.

3.3 SERVICE TO MULTIPLE DWELLING UNITS (“MDU’s”)

Mediacom and the County hereto acknowledge and agree that installation and provision of Cable Service to MDU's are subject to a separate negotiation between the landlord, owner or governing body of any such MDU and Mediacom, which negotiations shall be conducted in accordance with the procedures set forth in the Communications Act of 1934, as amended, applicable FCC regulations, and applicable Maryland law.

3.4 PERMITS

Mediacom shall apply to the County for all generally-applicable required permits and shall not undertake any activities in the public rights-of-way subject to a permit without receipt of such permit — exempting Cable Service drops for individual Subscribers, servicing or installation of a single pedestal, or other routine facility maintenance and replacements, issuance of which shall not be unreasonably withheld by the County. Mediacom shall be required to pay any required permit fees.

3.5 REPAIRS AND RESTORATION

(a) Whenever Mediacom or any agent, including any subcontractor, takes up or disturbs any pavement, sidewalk or other improvement of any public or private way or place, the same shall be replaced and the surface restored in as good condition as before the disturbance within thirty (30) business days of the completion of the disturbance weather permitting. In addition; in areas with underground installation, when Mediacom lays temporary cable on the ground (whether for repair or new service), Mediacom shall complete such installation and surface repair within the aforementioned time period — weather permitting. Upon failure of Mediacom to comply within the time specified and the County having notified Mediacom in writing of the restoration and repairs required, the County may cause proper restoration and repairs to be made and the expense of such work shall be paid by Mediacom upon demand by the County along with any liquidated damages applied by the County in accordance with Section 9 "Franchise Violations, Damages and Revocation."

(b) Whenever Mediacom or any agent, including any subcontractor, shall install, operate or maintain equipment, cable, or wires, it shall avoid damage and injury to property, including structures, improvements and trees in and along the routes authorized by the County if required for the proper installation, operation and maintenance of such equipment, cable, or wires. Mediacom shall promptly repair and restore any private property that is damaged as a result of construction, installation, repair or maintenance of the Cable System within ten (10) business days.

(c) Mediacom’s operating, construction, repair and maintenance personnel, including all agents and subcontractors, shall be thoroughly trained in the use of all equipment and the safe operation of vehicles. Mediacom's operation, construction, repair and maintenance personnel shall follow all safety procedures required by all applicable federal, state and local laws and regulations, All areas of the Cable System shall be inspected in accordance with such applicable federal, state and local laws and regulations so as to prevent hazardous conditions or risks to safety for the public and/or operating and maintenance personnel, Mediacom shall install and

maintain its wires, fiber, cables, fixtures, and other equipment in such a manner as shall not interfere with any installations of the County or any public utility serving the County.

(d) Should a public safety emergency occur as a result of, incident to, or connected with operation, construction, repair, or maintenance activities by Mediacom personnel, including all agents and subcontractors, then such personnel shall immediately contact the applicable public safety emergency dispatcher (e.g. 9-1-1),

(e) Whenever Mediacom or any agent, including any subcontractor, shall disturb any pavement, sidewalk or other public property in order to perform any underground activity, it shall utilize the Maryland One Call System "Miss Utility" prior to any such disturbance. Mediacom also shall adhere to any additional requirements which the State and/or County may establish in the future. shall also adhere to all requirements of applicable Maryland law.

(f) All structures and all lines, equipment and connections in, over, under, and upon streets, sidewalks, alleys, and public and private ways and places of the County, wherever situated or located, shall at all times be kept and maintained in a safe, non-hazardous and suitable condition and in good order and repair in accordance with customary industry standards and practices.

3.6 SYSTEM MONITORING

Upon completion of any construction, Mediacom shall conduct periodic signal monitoring in accordance with the requirements of the FCC. Such capability shall enable Mediacom to monitor the signal quality of all channels delivered on the Cable System, including any Educational and/or Governmental Channels.

3.7 SERVICE AREA MAPS

Upon request, Mediacom shall provide to the County for its exclusive use and shall maintain at its local offices a complete set of Mediacom service area maps of the County, on which will be shown those areas in which its facilities exist and the location of all streets. The maps shall be provided to the County if requested and available in an electronic GIS, KMZ or CAD or in such format that is otherwise mutually agreed upon by the parties. The maps shall also designate where the cable wires and other equipment are aerial and where they are underground. Mediacom shall provide the County with updated maps within thirty (30) days after any request by the County. Such maps are expressly understood by the County to be Mediacom's proprietary and confidential information. The County shall not make such maps available to any third parties to the extent allowed by the Maryland Public Information Act or other applicable law.

3.8 BUILDING MOVES

In accordance with applicable laws, Mediacom shall, upon the request and at the expense of any person holding a building moving permit issued by the County, temporarily raise or lower its wires to permit the moving of the building. Mediacom shall be given at least thirty (30) days advance notice to arrange for such temporary wire changes. If the building to be moved is owned or operated by the County, Mediacom shall raise or lower its wires at no cost to the County.

3.9 DISCONNECTION AND RELOCATION

Upon its receipt of reasonable advance written notice, to be not less than 10 business days Mediacom shall, at no cost to the County, protect, support, temporarily disconnect, relocate in the same street, or other public way and place, or remove from any street or any other public way or place, any of its property as required by the County or its designee by reason of traffic conditions, public safety, street construction, change or establishment of street grade, site distance visibility, or the construction of any public improvement or structure which are not used to compete with the Mediacom's services. Mediacom shall in all cases have the right of abandonment of its property. In requiring Mediacom to protect, support, temporarily disconnect, relocate or remove any portion of its property, the County shall treat Mediacom the same as, and require no more of Mediacom than, any similarly situated entity.

3.10 EMERGENCY REMOVAL OF EQUIPMENT

(a) If, at any time, in case of fire or other disaster in the County, it shall be necessary, in the reasonable judgement of the County or its agent, to cut or move any of the wires, cable or equipment of the Cable System, the County shall have the right to do so without cost or liability, provided that, wherever possible, the County shall give Mediacom notice and the ability to relocate wires, cable or other equipment. If funding is available for reimbursement or restoration from some outside party, then Mediacom may apply for such restoration reimbursement.

(b) In cutting or moving any of the wires, cable or equipment of the Cable System in the event of fire or other disaster, the County shall treat Mediacom the same as, and require no more of Mediacom than, any other similarly situated entity.

3.11 TREE TRIMMING

(a) Mediacom, or its agents, including subcontractors, shall have the authority to trim trees upon and overhanging public streets, alleys, sidewalks and the public rights-of-way so as to prevent the branches of such trees from coming in contact with the wires, cables, or other equipment of Mediacom. Any such tree trimming shall only be performed in accordance with applicable laws and regulations by licensed professionals. If Mediacom or its agents, including subcontractors, wish to cut down and remove any tree or trees as may be necessary for the installation and maintenance of its equipment, Mediacom shall notify adjacent property owners and the County within ten (10) days before performing such cutting and removal in accordance with the regulations of the County.

SECTION 4 CABLE SYSTEM AND STATE-OF-THE-ART

4.1 CABLE SYSTEM

The parties understand and agree that upon execution of this Agreement, Mediacom has designed, constructed and maintains a Cable System in the County that utilizes fiber optic

backbone to the home. This Cable System has been built for digital television with sufficient portion of said bandwidth to deliver reliable two-way Cable Services. The Cable System shall be capable of providing high-definition television signals and Internet access service.

4.2 STATE-OF-THE-ART

(a) Mediacom and the County acknowledge that the technology of Cable Systems is an evolving field. Mediacom's Cable System in the County shall be capable of offering Cable Services that are comparable to other Cable Systems owned and managed by Mediacom or its Affiliated Entities in other franchised service areas ("Comparable Systems") pursuant to the terms of this section. The County may send a written notice to Mediacom, not to exceed one (1) request per year, requesting information on Cable Services offered by such Comparable Systems.

(b) If the identified Cable Services are being offered by Mediacom and/or its Affiliated Entities to at least forty percent (40%) of the total Subscribers in the Comparable Systems, then the County may request that Mediacom make such Cable Services available in the County. Should the County determine that Mediacom shall provide comparable Cable Services, then the County and Mediacom shall enter into good faith discussions to negotiate a schedule for deployment of such Cable Services. The discussions shall take into consideration the benefits from the provision of such Cable Services, the cost of implementing them in the County, the technical and economic feasibility of implementing such improvements, and the impact, if any, on Subscriber rates. If implementation of the identified Cable Service would result in violation of any law or third party agreement, Mediacom shall not be obligated to provide such Cable Service.

SECTION 5 **CUSTOMER SERVICE STANDARDS**

5.1 OFFICE HOURS AND TELEPHONE AVAILABILITY

(a) Mediacom will provide for convenient customer transactions through online and telephone bill payment solutions.

(b) Talkie shall provide and maintain a local or toll-free telephone access line that will be available to Subscribers twenty-four (24) hours a day, seven (7) days a week. Trained representatives shall respond to customer telephone inquiries during Normal Business Hours, including scheduling service calls or arranging for pickup of equipment. If, in the sole discretion of Mediacom, a customer inquiry requires the attention of a supervisor or above, Mediacom shall use best efforts to contact the customer as promptly as possible though in no instance shall such time period exceed three (3) business days. If after this initial contact Mediacom determines that more time is needed to resolve the issue, the customer will be informed of such need. After Normal Business Hours, the access line may be answered by a service or an automated response system. Inquiries received after Normal Business Hours must be responded to by a trained company representative on the next business day.

(c) Under Normal Operating Conditions and during Normal Business Hours, telephone answering time by a customer representative, including wait time, shall not exceed thirty (30)

seconds after the connection is made. If the call needs to be transferred, transfer time shall not exceed thirty (30) seconds. The term "Normal Operating Conditions" is defined in Section 14 "Definitions."

(d) Under Normal Operating Conditions, the customer shall receive a busy signal less than three (3) percent of the time.

(e) Mediacom shall not be required to acquire equipment or perform surveys to measure compliance with the telephone answering requirements above unless a historical record of Complaints indicates a clear failure to comply. If the County determines, after receiving Complaints itself and/or receiving a record of Complaints made to Mediacom, that there is a clear failure to comply with the telephone answering requirements above, the County shall notify Mediacom in writing that it must measure its compliance with these requirements for the next ninety (90) days and report to the County with its results.

5.2 INSTALLATIONS AND SERVICE CALLS

(a) Mediacom shall maintain a competent staff of well-trained employees sufficient to provide adequate and prompt service to its Subscribers. Mediacom shall require that any employee or agent, including any subcontractor, who personally visits any residential dwelling shall display a photo identification badge. Any vehicle used for installation, operation, or maintenance activities by any Mediacom employee or agent, including any subcontractor, shall prominently display the Mediacom logo.

(b) Standard installation will be performed within seven (7) business days after an order has been placed. "Standard" installations are those aerial installations that are located up to one hundred twenty-five (125) feet from the existing distribution system.

(c) Excluding conditions beyond its control, Mediacom shall begin working on a Service Interruption promptly and in no event later than twenty-four (24) hours after the interruption becomes known and shall diligently pursue to completion. Notice of a Service Interruption of a single Subscriber shall give rise to this obligation on behalf of Mediacom. The term "Service Interruption" is defined in Section 14 "Definitions." All other service calls not affecting public health, safety, or welfare shall occur within a maximum of forty-eight (48) hours after notice to Mediacom or scheduled at the convenience of the customer.

(d) Upon scheduling of appointments with the customer for installations, service calls and other activities, Mediacom shall provide the customer with either a specific time or an "appointment window" of a maximum of four (4) hours during Normal Business Hours as listed on the customer's bill. may schedule service calls and installation activities outside of Normal Business Hours at a time that is convenient for the customer.

(e) Mediacom may not cancel an appointment with a customer after the close of business on the business day prior to the scheduled appointment. If, at any time, an installer or technician is running late, an attempt to contact the customer must be made prior to the time of the appointment. If the appointment must be rescheduled, it must be done so at a time that is convenient for the customer.

5.3 NOTICES

(a) Mediacom shall provide written notice consistent with FCC requirements contained in 47 C.F.R. §1602(b) and applicable FCC order(s) to each Subscriber upon initial subscription, and once per calendar year thereafter to each Subscriber, and at any time upon request, regarding each of the following areas:

- (1) Products and services offered;
- (2) Prices and options for programming services and conditions of subscription to programming and other services; pricing shall include seasonal rates, advance payment discounts, and credits such as “on time guarantee” credits;
- (3) Channel positions of all programming (Cable System);
- (4) Installation and service maintenance policies;
- (5) Instructions on how to use the Cable Service and any converters;
- (6) Mediacom’s address, telephone number and office hours;
- (7) A notice of Subscriber privacy rights required by federal law; and
- (8) Customer Service Standards (i.e. Picture and Sound Standards).

(b) In accordance with applicable law, Mediacom shall notify Subscribers and the County in writing of any changes in rates, programming services or channel positions a minimum of thirty (30) days in advance of such changes, provided that such change is within the control of Mediacom. Mediacom shall not be required to provide prior notice to Subscribers of any rate change that is the result of a regulatory fee, franchise fee or any other fee, tax, assessment or charge of any kind imposed by any federal agency, the State of Maryland or the County on the transaction between Mediacom and the Subscriber.

(c) Consistent with federal law, Mediacom shall maintain a file available to the public containing all written notices provided to Subscribers pursuant to the requirements contained herein by Mediacom during the previous twelve (12) months. Such file may be maintained electronically.

5.4 BILLING

(a) Bills shall be clear, concise and understandable. Bills must be fully itemized, with itemizations including, all applicable service tiers, equipment charges and any installation or repair charges. Bills shall state the billing period, including an effective due date, the amount of current billing and any relevant credits or past due balances. Should products change, Subscribers will be notified of any change in service that impacts billings, titles, and/or amounts. Bills shall also include the Local Franchise Authority and shall be printed at least the same size as the billing details.

(b) Mediacom shall not assess late fees for non-payment of a current bill until at least thirty (30) days have elapsed since the mailing of the bill by Mediacom.

5.5 CUSTOMER COMPLAINT PROCEDURES

Mediacom shall establish clear written procedures for resolving all customer Complaints, which shall include at least the following:

(a) Mediacom shall address, by telephone contact or by any other method Mediacom deems appropriate, Complaints within (30) days of its receipt at the local business office. Should customer request a written response, Mediacom shall provide such written response within 30 days of a receipt for the Complaint.

(b) If the County is contacted directly about a customer Complaint, it shall notify Mediacom promptly in writing and/or electronically. When Mediacom receives such notification, the time period for Mediacom to respond, in writing, shall be as required by Section 5.5(a).

(c) Subscribers must notify Mediacom of any billing dispute within thirty (30) days of the date of the disputed bill. Failure to notify Mediacom within the thirty (30) days will constitute a waiver of subscribers right to a refund or credit. The subscriber must pay all undisputed charges and cooperate in determining the appropriateness of the charges in dispute. The disputed charges will remain on the account and if Mediacom determines that a credit for the disputed charges is due, the credit (including any late fee assessed to the disputed amount) will appear on the next monthly bill. Mediacom will not disconnect Service until an investigation of the dispute is completed and you are informed of the findings.

(d) Mediacom shall maintain customer Complaint records for inspection by the affected Subscriber, which shall contain the date each Complaint is received, the name and address of the affected Subscriber, a description of the Complaint, the date of resolution of the Complaint, and a description of the resolution.

5.6 DISCONNECTION

Mediacom may disconnect or terminate a Subscriber's service for cause:

(a) If at least sixty (60) days have elapsed from the due date of the bill that Subscriber has failed to pay, except for that portion of the bill that customer has disputed pursuant to 5.5(c) above; and

(b) If Mediacom has provided at least ten (10) days written notice to the affected Subscriber prior to disconnection, specifying the effective date after which Cable Services are subject to disconnection; and

(c) If there is no pending dispute with Mediacom regarding the bill; or

(d) If at any time and without notice, Mediacom determines in good faith that Subscriber has tampered with or abused Mediacom's equipment, service, subscriber agreement or

other policies, or is engaged in theft of Cable Service,

(e) Talkie will follow applicable law, including FCC regulations, regarding requests and timing for cancellation of service.

5.7 CREDIT FOR SERVICE INTERRUPTIONS

In the event that there is a Service Interruption to any Subscriber for twenty-four (24) or more consecutive hours, excluding any scheduled interruption, power outage, inclement weather or Act of God or otherwise not within the control of Mediacom, upon receipt of written or credible oral request, Mediacom shall grant such Subscriber a pro rata credit of monthly recurring charges for services for the period of such failure.

5.8 PRIVACY

(a) Mediacom shall at all times comply with the privacy provisions of Section 631 of the Cable Act and all other applicable federal and state privacy laws and regulations.

(b) Mediacom shall be responsible for complying with such privacy policy and shall at all times maintain adequate physical technical and administrative security safeguards to ensure that personally identifiable Subscriber information is handled and protected strictly in accordance with this policy and all applicable laws and regulations.

(c) Absent a warrant, a court order or other requirement of federal or state law or as otherwise needed for the provision of service, neither Mediacom nor its designee shall tap, monitor, arrange for the tapping or monitoring, or permit any person to tap or monitor any cable line, signal, input device, or Subscriber outlet or receiver for any purpose, without the prior written authorization of the affected Subscriber or user, provided, however, that Mediacom may conduct system-wide or individually addressed "sweeps" solely for the purpose of verifying system integrity, checking for illegal taps, controlling return-path transmission, billing for pay services or monitoring channel usage in a manner not inconsistent with the federal law, Except in instances where monitoring is authorized by appropriate process, Mediacom shall report to the affected Subscribers any instances of monitoring or tapping of the Cable System, or any part thereof, of which it has knowledge, whether or not such activity has been authorized by Mediacom,, Mediacom shall not record or retain any information transmitted between a Subscriber and any third party, except as required for lawful business purposes,

(d) Except as permitted by Section 631 of the Cable Act as amended, neither Mediacom nor its designee nor its employees shall make available to any third party, including the County, information concerning the viewing habits or subscription package decisions of any individual Subscriber, If a court authorizes or orders such disclosure, Mediacom shall notify the Subscriber prior to disclosure in conformance with Section 631 of the Cable Act, unless such notification is otherwise prohibited by applicable law or the court,

(e) Upon a request by a Subscriber, Mediacom shall make available for inspection at a reasonable time and place all personal Subscriber information that Mediacom maintains regarding said Subscriber. Mediacom shall ensure that all information related to billing and

service requests is accurate and up-to-date and shall promptly correct any errors upon discovery.

(f) Mediacom shall not make its Subscriber list or lists, or any portion thereof, available to any other person or entity, with or without remuneration, except as may be permitted by Section 631 of the Cable Act or other applicable law.

SECTION 6

SERVICES TO THE COMMUNITY

6.1 SERVICES TO COMMUNITY FACILITIES

(a) Upon request Mediacom shall provide to the County complimentary services as described herein below to all present and future public facilities that are passed by its Cable System including, but not limited to, the following: the County Administration Building, police stations, fire companies, public works buildings, water and sewer authorities, all public school buildings and public libraries ("Permitted Free Locations"). No charge shall be made for standard installation within one hundred twenty-five (125) feet of the cable plant or service, except that Mediacom may charge for installation or service for more than one (1) drop in Permitted Free Locations and may charge for the incremental portion of Installations beyond one hundred twenty-five (125) feet of the cable plant. The Cable Service provided shall not be distributed beyond the originally installed outlet without authorization from Mediacom. The Cable Service provided shall not be used for commercial purposes, and such outlets shall not be located in areas open to the public. The County shall take reasonable precautions to prevent any inappropriate use of Mediacom's Cable System or any loss or damage to Mediacom's Cable System. The County shall hold Mediacom harmless from any and all liability or claims arising out of the County's negligent use of Cable Service required by this subsection. Mediacom shall not be required to provide an outlet to such buildings where a non-standard installation is required, unless the County or building owner/occupant agrees to pay the incremental cost of any necessary Cable System extension and/or non-standard installation. If additional outlets of Basic Cable Service are provided to such buildings, the building owner/occupant shall pay the usual installation and service fees associated therewith.

(b) Within three (3) months of the Effective Date and upon request, Mediacom shall provide or maintain one (1) cable Drop, outlet, converter box (and any other required end user equipment) and Basic cable level Services (or equivalent) package to each Permitted Free Location requesting service.

(c) For the purposes of this section, the term "school" means an educational institution that receives funding pursuant to Title I of the Elementary and Secondary Education Act of 1965, 20 U.S.C. § 6301 *et seq.* as amended, and does not include "home schools" or "cyber schools," or any other educational situation that does not meet specific criterion set forth herein. During the term of this Agreement, new public facilities shall be eligible to receive such complimentary service to the extent that they meet the qualifications as set forth herein above as Permitted Free Locations.

6.2 EDUCATIONAL AND GOVERNMENTAL (EG) CHANNELS

(a) Mediacom shall provide to the County, within ninety (90) days of a written request as set forth herein, the use of one (1) dedicated educational and governmental ("EG") access channel in accordance with Section 611 of the Cable Act and this Section 62 for shared use by the participating municipalities of the County and/or its designee. Mediacom shall provide the use of a second EG access channel as set forth in Section 6.2(b). Such EG channel(s) shall be used for community programming related to educational and/or governmental activities. Their purpose is to contribute to an informed citizenry by, among other things, showing local government at work} responding to local needs, telecasting community programs, and bringing local education into the home. The County shall have complete control over the content, scheduling, administration and all other programming aspects of the EG channel(s) and may delegate such functions to an appropriate designee. If requested by any neighboring municipality served by Mediacom from the same hub site as that providing service to the County, then the County agrees to cooperate with such municipality in the shared use of the EG channel(s), until such time as technology utilized by Mediacom eliminates the need for the shared use. Mediacom shall not exercise any editorial control over EG channel(s) programming. Whether operating on an analog or digital format, Mediacom shall cablecast any activated EG channel(s) so that they may be received by all Mediacom Subscribers in the County.

(b) Upon activation of the initial EG channel, the County may request one (1) additional (EG) channel to be made available for shared use by the County or its designee in accordance with Section 611 of the Cable Act and this Section 62. Mediacom shall activate such additional (EG) channel and programming shall occur as set forth herein within ninety (90) days of Mediacom's receipt of the aforementioned notice in writing from the County.

(c) In the event the County or its designee does not program any EG channel, Mediacom shall be entitled to use such channel after providing notice to the County. If the County requests the utilization of the EG channel being programmed by Mediacom, Mediacom shall relinquish such use no later than sixty (60) days after receipt of written notification from the County that it requires such channel for educational and/or government use.

(d) To enable distribution of the EG channel(s), Mediacom shall install the appropriate wiring and encoder if necessary, for an Internet-based or other type of capable technology enabling cablecast and distribution via the Cable System to Subscribers in the County. No charge shall be made for the installation of the wiring and encoder if necessary; however all recurring monthly costs for the Internet-based or other type of capable technology and/or the recurring costs of a third party program support provider shall be at the expense of the County.

(e) If the County wishes to cablecast live programming, and such live programming cannot be accommodated through an Internet-based or other type of capable technology, then the County shall select up to two (2) locations within the municipal boundaries of the County and Mediacom shall provide and install, within one hundred eighty (180) days of a written notice from the County, the cables, wires, lines, and other signal distribution equipment for an alternative technology such that live programming can originate from the selected location(s)

and be distributed via the Cable System to Subscribers in the County, provided the locations are passed by Mediacom's distribution facilities. These cables, wires, lines and other signal distribution equipment shall be collectively known as the "Return Line(s)"

(f) Any expenditures made in connection with construction and maintenance of Return Lines for live programming, not utilizing an Internet-based or other type of capable technology, shall be at the expense of the County. The County and Mediacom further agree that any and all costs incurred by Mediacom for supporting such EG channel(s), including any and all equipment, capital grants, and maintenance and repair, may be designated as "costs of franchise requirements" or "external costs" as defined by the FCC, except that it is mutually agreed that such costs may be itemized on Subscribers' bills.

(g) The County or its designee shall be responsible for providing any necessary production or playback equipment and shall be responsible for securing and supervising any trained/qualified personnel who conduct the operation of the EG channel(s). The County and Mediacom agree to work cooperatively in implementing the EG channel(s) through such means and in such manner as shall be mutually satisfactory.

(h) For the purposes of EG Access, Mediacom shall make a reasonable effort to allow connection by another cable operator(s) to the site location of any Educational and Governmental access programming studio or transmission source in a manner consistent with this Agreement. Such connection may be accomplished by return line or other reasonable method of connection, but shall be separate and independent from, and not technically reliant upon the Cable System.

SECTION 7 **REGULATION BY THE COUNTY**

7.1 RIGHT TO INSPECT

(a) The County shall have the option, not more than once annually, and upon twenty (20) business days written notice and during Normal Business Hours, to inspect at the notice location for Mediacom specified in Section 13.3 all documents, records and other pertinent information maintained by Mediacom which relate to the terms of this Agreement.

(b) In addition, Mediacom shall maintain for inspection by the public and the County all records required by the FCC and as specified in 47 C.F.R. § 76.305 in the manner specified therein.

7.2 RIGHT TO CONDUCT COMPLIANCE REVIEW

The County or its representatives may conduct a full compliance review, including a possible public hearing, with respect to whether Mediacom has complied with any given material term(s) and condition(s) of this Agreement so long as it provides Mediacom with twenty (20) days written notice in advance of the commencement of any such reviews or public hearings. Such notice shall specifically reference the section(s) or subsection(s) of the Agreement that is under review, so that Mediacom may organize the necessary books and records for appropriate review by the County. Mediacom shall not be required to disclose information in violation with Section 7.1.

7.3 RESERVED AUTHORITY

The County reserves the regulatory authority consistent with the Cable Act, any amendments thereto, and any other federal or state laws or regulations.

SECTION 8
REPORTING REQUIREMENTS**8.1 CUSTOMER COMPLAINT REPORT**

Upon written request, Mediacom shall submit to the County, no later than thirty (30) days after such written request, a report showing the number of Complaints, as defined in Section 14 of "Definitions" that required a work order and/or service call, originating from customers within the County received during the previous twelve month reporting period, the dates they were received, summary descriptions of the Complaints, the dates the Complaints were resolved and summary descriptions of the resolutions.

8.2 GOVERNMENT REPORTS

Upon written request, Mediacom shall provide to the County, no later than thirty (30) days after such written request, copies of any and all communications, reports, documents, pleadings and notifications of any kind which Mediacom has submitted to any federal, state or local regulatory agencies if such documents relate to Mediacom's Cable System within the County. Mediacom shall provide copies of such documents no later than thirty (30) days after their request. Mediacom shall have the right to claim confidential, privileged or proprietary rights to such documents if such documents have been reasonably determined to be confidential, privileged or proprietary in accordance with the terms and conditions regarding confidentiality as set forth in applicable law or this Agreement. If documents are withheld, Mediacom must provide a log generally describing what has been withheld and why.

SECTION 9
FRANCHISE VIOLATIONS, DAMAGES AND REVOCATION**9.1 VIOLATIONS AND OPPORTUNITY TO CURE**

(a) If the County has reason to believe that Mediacom violated any provision of this Agreement, it shall notify Mediacom in writing of the nature of such violation and the section of this Agreement that it believes has been violated. If the County does not notify Mediacom of any violation of this Agreement, it shall not operate as a waiver of any rights of the County hereunder or pursuant to applicable law.

(b) Mediacom shall have thirty (30) days to cure such violation after written notice is received by taking appropriate steps to comply with the terms of this Agreement. If the nature of the violation is such that, in the County's reasonable judgment, it cannot be fully cured within thirty (30) days due to circumstances outside of Mediacom's control, the period of time in which

Mediacom must cure the violation may be extended by the County in writing for such additional time necessary to complete the cure, provided that Mediacom shall have promptly commenced to cure and is diligently pursuing its efforts to cure in the reasonable judgment of the County

(c) If the violation has not been cured within the time allowed under Section 9.1(b), then Mediacom shall be liable for liquidated damages and the County's costs in accordance with Section 9.2.

9.2 LIQUIDATED DAMAGES

Because Mediacom's failure to comply with provisions of this Agreement will result in harm to the County and because it will be difficult to measure the extent of such harm, the County may assess liquidated damages against Mediacom in the following amounts provided Mediacom has had an opportunity to cure in accordance with Section 9.1 (b). Such damages shall not be a substitute for specific performance by Mediacom or legal action by the County, but shall be in addition to such performance or action.

- (a) For failure to comply with the technical requirements specified in Section 3.1: \$100 per day for each day the violation continues;
- (b) For failure to provide and maintain Cable Service as specified in Section 3.2: \$100 per day for each day the violation continues;
- (c) For failure to obtain and maintain permits as specified in Section 3.4: \$100 per day for each day the violation continues;
- (d) For failure to make repairs and restorations as specified in Section 3.5: \$100 per day for each day the violation continues;
- (e) For failure to raise or lower, disconnect, relocate, or remove equipment as specified in Sections 3.8, 3.9, and 3.10: \$100 per day for each day the violation continues;
- (f) For failure to perform tree trimming cutting, or removing as specified in Section 3.11: \$100 per tree;
- (g) For failure to comply with the IPTV Cable System specifications or the state of-the-art requirements specified in Sections 4.1 and 4.2: \$100 per day for each day the violation continues
- (h) For failure to comply with any customer service standard as specified in Section 5: \$100 per day for each day the violation continues;
- (i) For failure to provide complimentary services to the community as specified in Section 6.1: \$100 per day for each day the violation continues;
- (j) For failure to provide educational and governmental (EG) channels as specified in Sections 6.2: \$100 per day for each day the violation continues;
- (k) For failure to permit inspections or compliance reviews as specified in Section 7: \$100 per day for each day the violation continues;
- (l) For failure to submit reports in a timely fashion as specified in Section 8: \$100 per day for each day the violation continues;
- (m) For failure to provide a performance bond as specified in Section 9.3. \$100 per day for each day the violation continues;
- (n) For failure to comply with the indemnification requirements as specified in Section 11.1: \$100 per day for each day the violation continues;

- (o) For failure to carry all the insurance required in Section 11.2: \$100 per day for each day the violation continues;
- (p) For failure to comply with transfer or renewal provisions as specified in Section 12: \$100 per day for each day the violation continues;
- (q) For failure to comply with the removal of system requirements as specified in Section 13.2: \$100 per day for each day the violation continues.

The amount of all liquidated damages per annum shall not exceed twelve thousand dollars (\$12,000) in the aggregate. With respect to the damages assessed pursuant to Section 9.2, all similar violations or failures from the same factual events affecting multiple subscribers shall be assessed as a single violation, and a violation or a failure may only be assessed under any one of the above-referenced categories. Violations or failures shall not be deemed to have occurred or commenced until they are not cured as provided in Section 9.1 (b).

9.3 SURETY BOND

- (a) Mediacom shall obtain and maintain, within thirty (30) days of the Effective Date and throughout the term of this Agreement, at its sole cost and expense, a surety bond with a surety company licensed to do business in the State of Maryland to ensure Mediacom's faithful performance of its obligations. The surety bond shall provide that the County may recover from the principal and surety any and all liquidated damages and/or compensatory damages incurred by the County for Mediacom's violations of this Agreement, after notice and opportunity to cure, in accordance with Sections 8.1. An original copy of the bond shall be delivered to the County within thirty (30) days of the Effective Date.
- (b) The performance bond shall be in the amount of Twenty-Five Thousand Dollars (\$25,000) for the duration of the Agreement. Mediacom shall not reduce, cancel or materially change said bond from the requirement contained herein without the express prior written permission of the County.

9.4 REVOCATION

(a) Notice of Violation. In the event that the County believes that Mediacom has not complied with any material term of the Franchise, the County shall informally discuss the matter with Mediacom. If these discussions do not lead to resolution of the problem, the County shall notify Mediacom in writing of the exact nature of such alleged noncompliance.

(b) Right to Cure or Respond. Mediacom shall have thirty (30) days from receipt of the notice described in subsection 9.4(a) to: (A) respond to the County, contesting the assertion of such noncompliance, or (B) cure such default, or (C) in the event that, by the nature of such default, it cannot be cured within the thirty (30) day period, initiate reasonable steps to remedy such default and notify the County of the steps being taken and the projected date that they will be completed.

(c) Public Hearing. In the event that Mediacom fails to respond to the notice described in subsection 9.4(a) pursuant to the procedures set forth in subsection 9.4(b) or in the

event that the alleged default is not remedied within thirty (30) days or the date projected pursuant to subsection 9.4(c) above, if it intends to continue its investigation into the default, then the County shall schedule a public hearing. The County shall provide Mediacom at least ten (10) days prior written notice of such hearing, which specifies the time, place and purpose of such hearing, and provide Mediacom the opportunity to be heard.

(d) Enforcement. Subject to applicable federal and state law, in the event the County, after the hearing set forth in subsection 9.4(c), determines that Mediacom is in material default of any provision of the Franchise, the County may:

- i. Commence an action at law for monetary damages or seek other equitable relief; or
- ii. In the case of repeated or ongoing substantial non-compliance with a material term or terms of the Franchise, seek to revoke the Franchise in accordance with subsection 9.4(e).

(e) Revocation. Should the County seek to revoke the Franchise after following the procedures set forth in subsections 9.4(a) through 9.4(d) above, the County shall give written notice to Mediacom of its intent. The notice shall set forth the exact nature of the repeated or ongoing substantial noncompliance with a material term or terms of the franchise. Mediacom shall have ninety (90) days from such notice to object in writing and to state its reasons for such objection; In the event the County has not received a satisfactory response from Mediacom, it may then seek termination of the Franchise at a public hearing. The County shall cause to be served upon Mediacom, at least thirty (30) days prior to such public hearing, a written notice specifying the time and place of such hearing and stating its intent to revoke the Franchise.

At the designated hearing, Mediacom shall be provided a fair opportunity for full participation including the right to be represented by legal counsel, to introduce relevant evidence, to require the production of evidence, to compel the relevant testimony of the officials, agents, employees or consultants of the County, to compel the testimony of other persons as permitted by law, and to question witnesses. A complete verbatim record and transcript shall be made of such hearing.

Following the hearing, the County shall determine whether or not the Franchise shall be revoked. If the County determines that the Franchise shall be revoked the County shall promptly provide Mediacom with its decision in writing. Mediacom may appeal such determination of the County to an appropriate court which shall have the power to review the decision of the County *de novo*. Mediacom shall be entitled to such relief as the court finds appropriate. Such appeal must be taken within sixty (60) days of Mediacom's receipt of the determination of the County.

The County may, at its sole discretion, take any lawful action which it deems appropriate to enforce the County's rights under the Franchise in lieu of revocation of the Franchise.

Furthermore, the parties hereby agree that it is not the County's intention to subject Mediacom to penalties, fines, forfeitures or revocation of the Franchise for violations of the Franchise where the violation was a good faith error that resulted in no or minimal negative

impact on the Subscribers within the Service Area, or where strict performance would result in practical difficulties and hardship to Mediacom which outweigh the benefit to be derived by the County and/or Subscribers.

SECTION 10 **PROGRAMMING**

10.1 CHANNEL CAPACITY

Mediacom shall meet or exceed programming and channel capacity requirements set forth in this Agreement and required by federal and state law and regulations.

10.2 BROADCAST CHANNEL

To the extent required by federal law, Mediacom shall provide all Subscribers with the most basic tier of service including, but not limited to: 1) all broadcast television signals carried consistent with the requirements of Section 614 of the Cable Act; 2) the signals of qualified non-commercial educational television signals carried in fulfillment of the requirements of Section 615 of the Cable Act; and 3) the Educational and Governmental access channel(s). All such signals shall be delivered to Subscribers in high quality resolution.

10.3 SIGNAL SCRAMBLING

Mediacom shall at all times comply with FCC regulations regarding scrambling or other encryption of audio and video signals.

10.4 CONTINUITY OF SERVICE

(a) Subscribers shall continue to receive service from Mediacom provided their financial and other obligations to Mediacom are honored. Mediacom reserves the right to change, re-arrange, add, delete or discontinue packages or services (including the networks} programs or other item) and their features, functionality and other aspects of the services, The availability of one or more programs, networks, channels, sporting events, or other content or resource may be permanently or temporarily interrupted, In addition, certain programming, including sports events, may be "blackout" in the Service Area as required by law or for other reasons. These actions may occur without notice, except as mandated by law. For the purpose of construction, routine repairing or testing of the Cable System, Mediacom shall use its best efforts to interrupt service only during periods of minimum use. When necessary service interruptions of more than twenty-four (24) hours can be anticipated, Mediacom shall notify Subscribers in advance of such service interruption along with providing Subscribers with a pro-rata credit for the time of such service interruption.

(b) Routine tests of the Emergency Alert System (EAS) shall be performed in accordance with FCC requirements.

10.5 PARENTAL CONTROL CAPABILITY

Mediacom shall provide Subscribers with the capability to control the reception of any video and/or audio channel on the Cable System providing sexually explicit adult programming.

SECTION 11
LIABILITY AND INDEMNIFICATION

11.1 INDEMNIFICATION

Mediacom shall indemnify, defend, save and hold harmless the County, its elected and appointed officials, officers, agents and employees acting in their official capacities, from claims for injury, loss, liability, cost or expense arising in whole or in part from, caused by or connected with any act or omission of Mediacom, its officers, agents, contractors, subcontractors or employees, arising out of but not limited to, the construction, installation, upgrade, reconstruction, operation, maintenance or removal of the Cable System or any other equipment or facilities. The obligation to indemnify, defend, save and hold the County harmless shall include, but not be limited to, the obligation to pay judgments, injuries, liabilities, damages, penalties, attorneys fees, expert fees, court costs and all other costs of such indemnification.

11.2 INSURANCE

(a) Mediacom shall maintain insurance throughout the term of this Agreement with the County as an additional insured, with an insurance company which is authorized to conduct business in Maryland and which has an A.M Best rating (or equivalent) no less than "A-minus VII", indemnifying the County from and against any and all claims for injury or damage to persons or property, both real and personal, caused by the construction, installation, reconstruction, operation, maintenance or removal of the IPTV Cable System by Mediacom or any of its contractors, subcontractors, agents or employees in the following amounts:

- (1) The amount of such insurance against liability for damage to property shall be no less than One Million Dollars (\$1,000,000) as to anyone (1) occurrence.
- (2) The amount of such insurance against liability for injury or death to any person shall be no less than One Million Dollars (\$1,000,000) per person.
- (3) The amount of such insurance for excess liability shall be Three Million Dollars (\$3,000,000) in umbrella form.
- (4) The amount of such insurance against all claims arising out of the operation of motor vehicles and general tort or contract liability shall be One Million Dollars (\$1,000,000) per person.

(b) All insurance coverage shall be maintained throughout the period of this Agreement. All insurance policies shall contain a provision that the County will receive thirty (30) days written notice prior to any changes or cancellation of the policy. All expenses incurred for said insurance shall be at no cost to the County.

(c) A certificate evidencing the insurance coverage required herein shall be provided by Mediacom to the County within thirty (30) days of the Effective Date and upon request and within thirty (30) days of obtaining new insurance coverage or renewal of such insurance coverage throughout the term of this Agreement.

SECTION 12

FRANCHISE TRANSFER AND RENEWAL

12.1 TRANSFER, ASSIGNMENT OR CHANGE IN CONTROL

(a) Neither Mediacom nor its parent nor any Affiliated Entity shall transfer, assign or otherwise encumber, through its own action or by operation of law, its right, title or interest in the Cable System or in this Agreement without the prior written consent of the County, which shall not be unreasonably withheld, however, Mediacom may transfer or assign its right, title or interest without consent to a wholly owned subsidiary or affiliate provided that it shall promptly notify the County,

(b) Neither Mediacom nor its parent nor any Affiliated Entity shall change, transfer or assign, through its own action or by operation of law, its control of the Cable System or of this Agreement without the prior written consent of the County, which shall not be unreasonably withheld, however, Mediacom may transfer or assign its control without consent to a wholly owned subsidiary or affiliate provided that it shall promptly notify the County.

(c) Mediacom shall make written application to the County of any transfer, change in control or assignment as described above and shall provide all information required by FCC Form 394 and any other applicable federal, state, and local statutes and regulations regarding transfer or assignment. The County shall have thirty (30) days from the receipt of FCC Form 394 to notify Mediacom of any additional information it needs to make an informed decision on the transfer or assignment. The County shall have one hundred twenty (120) days from the receipt of all required information to take action on the transfer or assignment,

(d) Any consent by the County for any transfer or assignment described above shall not be effective until the proposed transferee or assignee shall have executed a legally binding agreement stating that it shall be bound by all the terms and conditions contained in this Agreement.

(e) Notwithstanding any provisions set forth in this Section 12.1, in no event will any such action(s) have any impact on the new cable operator party's obligations as otherwise set forth in this Agreement as such obligations will remain as if no such action(s) occurred.

12.2 RENEWAL

The County and Mediacom agree that any proceedings or activities that relate to the renewal of Mediacom's franchise shall be governed by applicable federal and state law.

SECTION 13
MISCELLANEOUS

13.1 FORCE MAJEURE

If for any reason of force majeure, Mediacom is unable in whole or in part to carry out its obligations hereunder, Mediacom shall not be deemed in violation of this Agreement during the continuance of such inability. The term "force majeure" as used herein shall have the following meaning: acts of God; acts of public enemies, including terrorist attacks; orders of any kind of the government of the United States of America or of the State of Maryland or any of their departments, agencies, political subdivisions, or officials, or any civil or military authority; insurrections; riots; labor strikes; epidemics; landslides; lightning; earthquakes; fires; hurricanes; volcanic activity; storms; floods; washouts; droughts; explosions, unavailability of materials or equipment, and partial or entire failure of utilities. Any Service interruption due to force majeure shall not relieve Mediacom of its responsibility to issue Service interruption credits as set forth in Section 5.7.

13.2 REMOVAL OF SYSTEM

(a) Upon lawful denial of renewal or revocation of this Agreement or of any renewal hereof by passage of time or otherwise, Mediacom shall remove its supporting structures, poles, transmissions and distribution systems and other appurtenances from the streets, ways, lanes, alleys, parkways, bridges, highways, and other public and private places in, over, under, or along which they are installed and shall restore the areas to their original condition. If such removal is not completed within three (3) months of such lawful denial of renewal or revocation, the County or property owner may deem any property not removed as having been abandoned and the County may remove it at Mediacom's cost.

(b) During the term of the Agreement, if Mediacom decides to abandon or no longer use all or part of its Cable System, it shall give the County written notice of its intent at least ninety (90) days prior to the announcement of such decision, which notice shall describe the property and its location. The County shall have the right to either require Mediacom to remove the property, remove the property itself and charge Mediacom with the costs related thereto, or transfer ownership of the property to the County's designee provided fair market value is paid to Mediacom.

(c) Notwithstanding the above, Mediacom shall not be required to remove its Cable System, or to relocate the Cable System, or to sell the Cable System, or any portion thereof as a result of revocation, denial of renewal, or any other lawful action to forbid or disallow Mediacom from providing Cable Services, if the Cable System is actively being used to facilitate any other communications services, including without limitation broadband Internet access services, not governed by the Cable Act.

13.3 NOTICES

Every notice or payment to be served upon or made to the County shall be sent to:

County Commissioners of Worcester County, Maryland
1 West Market St., Room 1103
Snow Hill, MD 21811

The County may specify any change of address in writing to Mediacom.

Every notice to be served upon Mediacom shall be sent to

Mediacom Communications Corporation
ATTN: Government Relations Manager
1613 Nantahala Beach Rd.,
Gulf Breeze, FL 32563

With a Copy to:
Mediacom Delaware LLC
ATTN: Legal Department
1 Mediacom Way
Mediacom Park, NY 10918

Mediacom may specify any changes of address in writing to the County.

Each delivery to Mediacom or the County shall be equivalent to direct personal notice, direction or order, and shall be deemed to have been given at the time of receipt.

13.4 EQUAL EMPLOYMENT OPPORTUNITY

Mediacom is an equal opportunity employer and shall comply with all applicable federal and state laws and regulations regarding equal opportunity employment.

13.5 CAPTIONS

The captions for sections throughout this Agreement are intended solely to facilitate reading and reference to the sections and provisions of this Agreement. Such captions shall not affect the meaning or interpretation of this Agreement.

13.6 GOVERNING LAW

This Agreement shall be governed and construed by and in accordance with the laws of the State of Maryland. If suit is brought by a party to this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of Maryland, County of Worcester, or in the United States District Court for the District of Maryland.

13.7 ENTIRE AGREEMENT

This written instrument contains the entire agreement between the parties, supersedes all prior agreements or proposals whether written or oral except as specifically incorporated herein, and cannot be changed without written amendment approved by both the County and Mediacom. This Franchise Agreement supersedes all prior agreements or ordinances: or parts of agreements or ordinances that are in conflict with the provisions herein.

13.8 SEVERABILITY

If any section, provision or clause of this Agreement is held by a court of competent jurisdiction to be unlawful, invalid or unenforceable, or is pre-empted by federal or state laws or regulations, such section, provision or clause shall be deemed to be severable from the remaining portions of this Agreement and shall not affect the legality, validity or enforceability of the remaining portions of this Agreement.

13.9 CHANGE OF LAW

In the event there is a change in a federal or state statute or regulation applicable to the Cable System or to this Agreement, the County or Mediacom may notify the other party of its desire to amend this Agreement in order to comply with the change in statute or regulation, The County and Mediacom may amend this Agreement to comply with such change in statute or regulation provided such amendment is approved by the County and Mediacom.

13.10 APPLICABILITY OF AGREEMENT

All of the provisions in this Agreement shall bind Mediacom, the County and their respective successors and assigns. This Agreement is authorized by Resolution No. _____, dated _____, 2024 of the County.

SECTION 14
DEFINITIONS

The following terms used in this franchise shall have the following meanings:

- (a) Affiliated Entity - Any corporation; partnership or other business entity that owns or controls, is owned or controlled by, or is under common ownership or control with Mediacom.
- (b) Basic Service - That service tier which shall include at least the retransmission of local broadcast television signals and any educational and/or governmental access channels.
- (c) Broadcast - Over-the-air transmission by a television or radio station.
- (d) Cable Service - The one-way transmission to Subscribers of video programming or other programming service and Subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service.

(e) Cable System - A facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide Cable Service which includes video programming and which is provided to multiple Subscribers within the County, but such term does not include (A) a facility that serves only to retransmit the television signals of one or more television broadcast stations; (B) a facility that serves Subscribers without using any public right-of-way; (C) a facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the Communications Act, except that such facility shall be considered a Cable System (other than for purposes of Section 621 of the Cable Act) to the extent that facility is used in the transmission of video programming directly to Subscribers unless the extent of that use is solely to provide interactive on-demand services; (D) an open video system that complies with Section 653 of the Cable Act; or (E) any facilities of any electric utility used solely for operating its electric utility systems.

(f) Complaint - Any written (including electronic) or oral communication by a Subscriber expressing dissatisfaction with any aspect of Mediacom's business or the operation of its Cable System

(g) Drop - The coaxial or fiber optic or other cable that connects a home or building to the Cable System

(h) FCC - Federal Communications Commission.

(i) Gross Revenues - All revenue received directly or indirectly by Mediacom or its Affiliated Entities attributable to, or in any way derived from the operation of Mediacom's Cable System in the County to provide Cable Services, Gross Revenues shall include, but are not limited to, the following:

- (1) Basic Service fees;
- (2) fees charged to Subscribers for any service tier other than Basic Service;
- (3) fees charged for premium services;
- (4) fees charged to Subscribers for any optional, per-channel or per-program services;
- (5) revenue from the provision of any other Cable Services;
- (6) charges for installation, additional outlets relocation, disconnection, reconnection and change-in-service fees for video or audio programming;
- (7) fees for downgrading any level of Cable Service programming;
- (8) fees for service calls;
- (9) fees for leased access channels;
- (10) charges based on the sale or lease of any portion of the Cable System for Cable Service;
- (11) rental or sales of any and all subscriber equipment, including converters and remote-control devices;
- (12) studio rental, production equipment and personnel fees;
- (13) any and all locally-derived advertising revenues,
- (14) revenues or commissions from locally-derived home shopping channels;
- (15) revenue from interactive television services;
- (16) fees for any and all music services;
- (17) fees for video-on-demand;

- (18) sales of hard-copy program guides;
- (19) late payment fees; and
- (20) NSF check charges

Gross Revenues shall not include bad debts, investment income, refunded deposits, or any taxes on services furnished by Mediacom and imposed directly upon any Subscriber or user by the County, state, federal or other governmental unit.

(h) Headend - The control center of a cable television system, where incoming signals are amplified, converted, processed and combined into a common cable along with any original cablecasting, for transmission to subscribers. The system usually includes antennas, preamplifiers, frequency converters, demodulators, modulators, processors and other related equipment. Or the central location on the cable network that is responsible for injecting broadcast video and other signals in the downstream direction.

(i) Normal Business Hours - Those hours during which most similar businesses in the community are open to serve customers, In all cases, "Normal Business Hours" must include some evening hours at least one night per week and/or some weekend hours.

(j) Normal Operating Conditions - Business conditions within Mediacom's service department which are within the control of Mediacom. Those conditions that are not within the control of Mediacom include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages and severe or unusual weather conditions.

(k) Outlet - An interior receptacle that connects a television set to the Cable System.

(l) Programming - Any video or audio signal carried over the Cable System.

(m) Service Area - Means the present boundaries of the Franchising Authority, and shall include any additions thereto by annexation or other legal means.

(n) Service Interruption - The loss, or degradation of signal as compared to an objective, reasonable standard applicable to cable operator industry norms, of picture or sound on one (1) or more channels.

(o) Subscriber - A person or entity who contracts with Mediacom for, and lawfully receives, the video signals and Cable Services distributed by the Cable System.

(p) Waterway - Shall mean any canal, lagoon, creek, river, cove, bay or other body of water which is navigable by any ship, boat, sailboat, rowboat, dingy, raft or other water craft.

WITNESS our hands and official seals to this Cable Franchise Agreement.

ATTEST
COUNTY OF WORCESTER

By: _____

Name (Print): _____

Title: _____

Date: _____

ATTEST
MEDIACOM DELAWARE LLC

By: _____

Name (Print): _____

Title: _____

Date: _____



Worcester County Recreation & Parks

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

MEMORANDUM

TO: Weston S. Young, Chief Administrative Officer
Candace Savage, Deputy Chief Administrative Officer
FROM: Kelly Rados, Director of Recreation & Parks
DATE: May 12, 2025
SUBJECT: Power Boat Race Request – October 16 – 19, 2025

Please find attached a Special Event application from Phil Houck, owner of Crab Alley, requesting permission to use the West Ocean City commercial parking lot and boat ramp for the proposed Ocean City Power Boat Race on October 16 – 19, 2025. The Recreation & Parks Department has reviewed this request and supports the request.

His request includes:

1. Use of two-thirds of the east end of the parking lot to accommodate trailers and racing boats.
2. Use of one (1) recreational boat launch.
3. Use of traffic cones and barriers provided by the county.

In as much, if you approve, we are recommending the following information for Mr. Houck to be required:

1. Provide a list of activities for the day of the race.
2. Work with the Parks Department on the parking lot set-up.
3. Work with the Parks Department on trash removal daily with final clean up inspection.
4. Continued use of the recreational boating side of the ramp (2 - ramps by County).
5. Provide for any security and traffic control during use and coordination with the County Sheriff's Office including overnight hours.
6. On site Point of Contact name, telephone number, etc. to handle any unforeseen issues.
7. Not to block any of the handicapped parking spaces available next to the public restrooms.
8. Provides the required insurance, naming Worcester County as insured.
9. Acknowledges all the required permitting for the operation of the event.
10. Provide promotion to Worcester County.
11. Operation of any music or public address system in accordance to all Worcester County codes.

With the exception of 2024, this has been an annual request and there have been no issues in previous years. We would like to request, moving forward, that we have permission to approve this event annually, provided there are no substantial changes from previous years.

Should you have any questions, please feel free to reach out at your convenience.

Attachments

cc: Jacob Stephens, Deputy Director of Recreation & Parks
Darcy Billetdeaux, Parks Superintendent
Melanie Pursel, Worcester County Tourism
Matt Crisafulli, Worcester County Sheriff



worcesterrecandparks.org | 410.632.2144
6030 Public Landing Rd. Snow Hill, MD 21863
specialevents@co.worcester.md.us

ITEM 9
SPECIAL EVENT APPLICATION

Complete the following application and return with the \$30.00 application fee made payable to Worcester County. Applications submitted less than 60 days prior to the event must include an additional \$25 late fee. Please take the time to critically think through the details of your event. Once your application has been reviewed, you'll be contacted regarding fees and contracts.

GENERAL EVENT & CONTACT INFORMATION

Event Type: ☒ Community Event ☐ Athletic Event ☐ Other: _____

Name of the Event: Ocean City powerboat race Contact Person: Phil Houck

Event Organization: OPA Racing Organization Select Entity: [] For-Profit [] Non-Profit

Address: 799 RT.70 New Jersey 0871

City: _____ State: _____ Zip: _____

Cell Phone: 443-783-1298 Email: philhouck@bullonthebeachc

Date(s) of Event: 10-19-2025 Rain Date(s): none

Times of Event: 10-19 Time Set-up Begins: 10-16 Time Clean-up Ends: 10-19

Note: Unless given permission from Worcester Recreation and Parks, all events must take place between sunrise and sunset.

Are you requesting a partnership with Worcester County Recreation and Parks? Yes [] No []

Purpose of the Event (include additional page if needed):

use thje West Ocean City parking lotand boat ramp 10-16 to 10-19

Location of the Event - list all site(s), facilities, park(s) and/or fields you need for your event. In addition, include a site map depicting layout, infrastructure and any hardware to be used:

Power boat Race in theAtlantic Ocean Division St to 14th st Sunday

ATTENDANCE DETAILS

Provide estimates for the following attendance categories for your event:

	Staff/Volunteers	Participants	Spectators	Exhibitors/Vendors
Total:	30	40	15000	
% Traveling 30+ miles:				none

ITEM 9
SPECIAL EVENT APPLICATION

PLANNING DETAILS

- Will a door and/or registration fee be charged? Yes ☐ No ☒
If Yes, please elaborate: _____
- Will tents be used for the event? Yes ☐ No ☒
If Yes, list number, size and type of tents: _____
- Will air-inflated structure(s) be used? Yes ☐ No ☒
If Yes, list number, size and type: _____
- Will banners or signs be used at the event? Yes ☐ No ☒
If Yes, please elaborate: _____
- Are you requesting road closures? Yes ☐ No ☒ If Yes, please provide details on your site map.
If Yes, what arrangements have been made for traffic control? _____
- Are you requesting any special parking needs? Yes ☐ No ☒ If Yes, please provide details on your site map.
If Yes, please elaborate: _____
- Are you requesting on-scene law enforcement? Yes ☐ No ☒
If No, what arrangements have been made for on scene security and crowd control? _____
- Are you requesting on scene medical assistance beyond a normal emergency response? Yes ☐ No ☒
If No, what arrangements have been made? _____
- Will amplified sound be used? Yes ☐ No ☒
If Yes, please elaborate: _____
- Do you seek the sales, distribution, possession or consumption of alcoholic beverages? Yes ☐ No ☒
If Yes, please elaborate: _____
- Do you plan to sell or distribute food? Yes ☐ No ☒
If Yes, please elaborate. If interested in the use of a concession stand, please indicate it here: _____
- Describe plans for sanitation provisions, restroom facilities, trash cans and overall event clean-up. _____
- Electricity is limited depending on the facility. Do you require electric beyond a 110v outlet? Yes ☐ No ☒
If Yes, please elaborate: _____

ITEM 9

SPECIAL EVENT GUIDELINES

Applicant must CHECK each section indicating as "READ AND UNDERSTOOD BY APPLICANT". Failure to complete all sections will deem the application as incomplete.

☒ **POINT OF CONTACT:** WCRP will be the primary contact for all communications with other impacted Worcester County Departments. Applicant must not contact other departments directly unless authorized by WCRP in writing.

☒ **INSURANCE AND LIABILITY:** All risk are the responsibility of the Event Organizer. There is no insurance or indemnity provided by Worcester County protecting the Event Organizer. The Event Organizer is required to show certificate of insurance for Applicant in the amount \$1,000,000 combined single limit. The Event Organizer must indemnify the County Commissioners of Worcester County, Maryland and its officials, employees, and agents from all liabilities, judgments, settlements, losses, costs, or charges (including attorneys' fees) incurred by the County or any of its officials, employees, or agents as a result of any claim, demand, action or suit relating to any bodily injury (including death), loss or property damage caused by, arising out of, related to or associated with the use of the Property by Event Organization or by its members, employees, agents or invitees and program participants. The Event Organizer must include the County Commissioners of Worcester County, Maryland as "additional insured" on the certificate of insurance. The Certificate of Insurance must be submitted 30 days before the event.

☒ **NOISE:** Permission to include music or amplified sound, including megaphones, as part of a special event may be given, provided the compliance with local noise ordinance is assured. Event Organizers should be sensitive to local businesses and residences when preparing sound equipment. WCRP may limit the sound amplification equipment so that it will not unreasonably disturb non-participating persons around the event.

☒ **ELECTRICITY:** All electricity requirements beyond those that already exist at the proposed event location must be provided by an licensed electrician contracted by the Event Organizer. No alterations to existing electrical components is permitted without the approval by WCRP. Generators are highly encouraged when additional electricity is needed.

☒ **TENTS AND INFLATABLE STRUCTURES:** Any tent, canopy, or membrane structures to be erected that measures larger than 12' long OR wide must be preapproved by WCRP. All such structures will be subject to inspection by the Worcester County Fire Marshall. Inflatable displays and play structures may be permitted, but must be pre-approved. A photograph of the intended display with dimensions must be included before approval can be considered. Please make sure to clearly indicate the intended locations of these structures on your site layout.

☒ **BANNERS AND SIGNAGE:** Banners and signage content is subject to approval by WCRP. Placement and removal of banners and signage is the responsibility of the Event Organizer, but location and means of hanging must be approved by WCRP. Please make sure the clearly indicate the intended locations for banners on your site layout.

☒ **ROAD CLOSURES AND PARKING NEEDS:** A state highway permit must be obtained for use of any state property (roads, highway, etc.) This is the responsibility of the applicant independent of the WCRP application process. Event Organizer must keep WCRP notified of all steps and approvals related to such efforts. Non-state roads affected by the event must be reviewed by WCRP for consideration of closure or traffic modification through the application process. If a municipal lot is required for the event, whether for parking or placement of the event footprint, Event Organizer must contact appropriate parties for approvals. Event Organizer must provide said approvals in writing to WCRP. Please make sure to clearly indicate these areas on your site layout.

☒ **SECURITY AND PUBLIC SAFETY :** It is the Event Organizers responsibility to provide security through the Worcester County Sheriff's Department or an approved private entity, if it is deemed necessary by the Worcester County Sheriff's Department. The appropriate number of extra-duty and/or on-duty officers will be determined by the Sheriff or his/her designee in consultation with the Event Organizer. The Event Organizer will be responsible for all costs determined by the Chief of Police.



worcesterrecandparks.org | 410.632.2144
6030 Public Landing Rd. Snow Hill, MD 21863
specialevents@co.worcester.md.us

SPECIAL EVENT GUIDELINES

ITEM 9

Applicant must CHECK each section indicating as "READ AND UNDERSTOOD BY APPLICANT". Failure to complete all sections will deem the application as incomplete.

☒ **SANITATION:** Event Organizer agrees to keep park/facility free of trash (fields, dugouts, grounds, parking lot, etc.) and agrees to dispose of all trash. Upon conclusion of the event, all County trash cans must be emptied (permanent and temporary (55 gal) and bags replaced into permanent park trash cans (38 gallon, steel mash receptacles). Event Organizer of large events may be required to provide dumpster. Violation of the Trash Policy may result in a forfeit of the damage/clean up deposit. This may also result in an additional clean up fee of \$50.00 per hour/per employee that was required to clean up the park/facility and an additional \$100 trash disposal fee.

☒ **ALCOHOL:** Only non-profit groups may request to sell alcoholic beverages at an event and must obtain a license from the Worcester County Board of License Commissioners. A "One Day Alcohol Permit" application with a Worcester County Commissioner's signature must be submitted to the County a minimum of 14 days prior to the event, along with the permit fee. A copy of the approved permit must be forwarded to WCRP at least 7 days prior to the event. The original permit must be kept on site at the event and must be available to display if required.

☐ **PORTALETS AND HANDWASHING:** Event Organizer must provide adequate on-site portilets to facilitate the specific needs of their event. Events that are partnered with WCRP are not exempt from this requirement and are responsible for the costs incurred. Handicapped accessible portilets and handwashing stations are required. All portilets must be maintained daily if contracted for a multiple day event.

☐ **FOOD SALES & CONCESSIONS:** If the event includes food, the Event Organizer is responsible for arranging for all food permits 4 weeks prior to the event from the Worcester County Health Department. Depending on the facility, WCRP may be able to offer use of a concession stand during the event. A fee may be required per booth per event. Inspectors have the right to close booths operating outside of health regulations. All permits must be clearly displayed. Event Organizer is responsible for all clean-up including grease and dump water removal

☐ **VENDING:** The Event Organizer is responsible for procuring vendors for the event. Vendors without a Federal Tax Number or Maryland Business License may be required to secure a Peddlers License from the Worcester County Sheriff's Department. A list of approved vendors must be provided to WCRP 2 weeks prior to the event.

SIGN AND RETURN WITH \$30 APPLICATION FEE AND REQUIRED DOCUMENTATION

☐ Applicant agrees to all responsibilities contained in the application. All information provided is correct and complete. I have read and will comply the Worcester County special event requirement.

Printed Name Phil Houck Signature: *Phil Houck*
Title/Position: Race Producer Date: 5-8-2011

OFFICE USE ONLY: Application Received on: _____ Reviewed by: _____

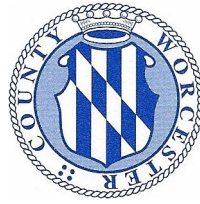
Application forwarded to the following departments for review: _____

Application status:

- ☐ Accepted
- ☐ Accepted pending the following: _____
- ☐ Rejected due to the following: _____

Date: _____ Staff Initials: _____

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: May 12, 2025
SUBJECT: Building Automation Upgrade-Berlin Senior Center

Public Works is requesting Commissioner approval to proceed with Building Automation System (BAS) upgrades at the Berlin Commission on Aging, using Modern Controls Inc. for work totaling \$29,281.00. Funds are available to cover the work in the Assigned Fund Balance, New World project code "HVAC Automation". We are asking to reallocate the funding originally approved by the Commissioner for the Ocean City Senior Center (\$29,281.00) at their July 2, 2024 meeting. The scope of the work at the Ocean City Senior Center was expanded to include more substantial replacements than originally anticipated on July 2, 2024. The Commissioners approved the expanded scope of work at the December 17, 2024 meeting. The expanded work negated the previous July 2, 2024 contract. The savings are proposed to be reallocated to work needed at the Berlin Senior Center.

Currently, Berlin has stand-alone systems that has extremely limited controls. This upgrade includes the removal of factory operating controls on all units to provide complete control over each unit and incorporates the building into the County automation system program. This upgrade would limit the occupant's ability to adjust settings as Maintenance would have control. This could provide energy savings due to standardizing setpoints, occupancy schedules and limiting occupant access to controlling each system.

Modern Controls Inc. was selected in 2018 to be the County's preferred building automation upgrades vendor. Modern Controls has upgraded systems at the States Attorney, Recreation Center, Snow Hill, Ocean City, Ocean Pines and Berlin's Libraries, Snow Hill and Berlin Health Department and most areas of the Government Center, and Courthouse.

Please let me know if there are any questions.

Attachment: Modern Controls Proposal #25-1526

Cc: Kim Reynolds
 Nick Rice
 Chris Clasing
 Michael Hutchinson

Berlin Senior Center Building Automation



TO: Michael Hutchinson
Worcester County Public Works

RE: Jesse Hunter
Modern Controls Inc.

PROPOSAL # 25-1526

4.30.2025

PROPOSAL # 25-1526

April 30, 2025



To: **Michael Hutchinson, Maintenance Superintendent**
Worcester County Department of Public Works
6113 Timmons Rd, Snow Hill, MD 21863

Re: **Worcester County Public**

We are pleased to provide a proposal for the Building Automation System associated with the Berlin Senior Center. Our scope of work is as follows:

SCOPE OF WORK

Building Automation System

- Provide, install, and wire a Supervisory Controller.
 - Provide an operator's workstation with all necessary software and licensing.
 - Provide seamless integration of all new controls to be programmed into JACE Controller, all graphics and alarm points to be included per the owner's specification.
 - Provide (8) hours of onsite owner training and (12) months' warranty on the system as specified. Additional offsite training will be provided at the request of the owner as specified.
 - Provide, install, and wire (1) 120V circuit to Supervisory Controller Panel.
-

Heat Pump & Gas Furnace Split Systems (Typical of 3)

- Provide, install, and wire Terminal Equipment Controllers for control of existing equipment.
 - Wire to BACnet comm link.
 - Provide programming & configuration.
-

Lighting Circuits (Typical of 1)

- Provide, install & wire start/stop of lighting circuits.
 - Provide programming & configuration for scheduling - grouped by building sections.
-

Exclusions:

- *Powering wiring from Main Service Panel.*
-

Make-Up Air Unit (Typical of 1)

- Provide, install, and wire Terminal Equipment Controllers for control of existing equipment.
 - Provide, install, and wire Interlock wiring.
 - Provide programming & configuration.
-

PRICING

Quoted Price\$29,281.00

CLARIFICATIONS

- Proposal does NOT include after hours or weekend labor.

Please feel free to call if you have any questions or concerns regarding this proposal.

Sincerely,

Jesse Hunter

Jesse Hunter
Regional Service & Sales Manager
ModernControls, Inc.
Cell Phone: (443) 856-3331
Office Phone: (302) 325-6800
Email: jhunter@moderncontrols.com

I accept the above contract:

Authorized Signature

Date



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: May 12, 2025
Re: Rezoning Case No. 449 – Mark R. Odachowski, applicant, Hugh Cropper, IV, Esquire
attorney for the applicant

I am requesting that the Worcester County Commissioners schedule the required public hearing associated with Rezoning Case No. 449. A draft public hearing notice is attached.

Mr. Cropper, on behalf of his client, has filed Rezoning Case No. 449, seeking to rezone approximately 18.67 acres of land located on the easterly side of Greenridge Lane Road, approximately 850 feet south of Old Bridge Road, from R-2 Suburban Residential District to R-4 General Residential District. The case was reviewed by the Planning Commission at its meeting on May 1, 2025 and was given a favorable recommendation. The Planning Commission's written Findings of Fact and Recommendation are being prepared and will be forwarded for the public hearing.

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

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

NOTICE
OF
PROPOSED CHANGE IN ZONING

EAST SIDE OF GREENRIDGE LANE ROAD
850 FEET SOUTH OF OLD BRIDGE ROAD, WEST OCEAN CITY
TENTH TAX DISTRICT
WORCESTER COUNTY, MARYLAND

Pursuant to Section 1-113 of the Worcester County Zoning Ordinance, Rezoning Case No. 449 has been filed by Hugh Cropper on behalf of Mark R. Odachowski, property owner, for an amendment to the Official Zoning Maps to change approximately 18.67 acres of land located on the East side of Greenridge Lane Road, 850 feet south of Old Bridge Road, West Ocean City, in the Tenth Tax District of Worcester County, Maryland, from R-2 Suburban Residential District to R-4 General Residential District. The Planning Commission has given a favorable recommendation to the rezoning application.

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

PUBLIC HEARING

on

TUESDAY, _____

AT _____

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

At said public hearing the County Commissioners will consider the rezoning application, the staff file on Rezoning Case No. 449 and the recommendation of the Planning Commission, any proposed restrictions on the rezoning, other appropriate restrictions, conditions or limitations as may be deemed by them to be appropriate to preserve, improve, or protect the general character and design of the lands and improvements being zoned or rezoned or of the surrounding or adjacent lands and improvements, and the advisability of reserving the power and authority to approve or disapprove the design of buildings, construction, landscaping or other improvements, alterations and changes made or to be made on the subject land or lands to assure conformity with the intent and purpose of applicable State laws and regulations and the County Zoning Ordinance.

Maps of the petitioned area, the staff file on Rezoning Case No. 449 and the Planning Commission's recommendation, which will be entered into record at the public hearing, are on file and available to view electronically by contacting the Department of Development, Review and Permitting, Worcester County Government Center, One West Market Street, Room 1201, Snow Hill, Maryland 21863 Monday through Friday from 8:00 A.M. and 4:30 P.M. (except holidays), at (410) 632-1200 as well as at www.co.worcester.md.us.

THE WORCESTER COUNTY COMMISSIONERS



Worcester County Government

One West Market Street | Room 1103 | Snow Hill MD 21863-1195

(410) 632-1194 | (410) 632-3131 (fax) | admin@co.worcester.md.us | www.co.worcester.md.us

MEMORANDUM

TO: Worcester County Commissioners
FROM: Charlene Sharpe, Legislative Analyst
DATE: May 14, 2025
RE: Legislative Session review

Paul Ellington of State and Local Advisors will provide a recap of the 2025 Maryland Legislative Session. Ellington will discuss the state budget's impact on Worcester County as well as key bills from the session and legislative bond initiatives.



Summary of the 2025 Maryland Legislative Session:

- 1. Governor's Budget Impact on the Counties**
 - a. 2025 Governor's Budget & Taxes and Fee Increases**
- 2. Kirwan / Blueprint**
- 3. Energy**
 - a. Wind and Solar / Renewables**
 - b. Eminent Domain / Solar Farm Bill**
- 4. Bills Specific to Worcester House / Senate**
- 5. Legislative Bond Initiatives**
- 6. On Going Projects**
 - a. Offshore Wind**
 - b. Dredging**
 - c. Ice "Immigrations Customs Enforcement"**
 - d. Federal Relations**
- 7. Closing**

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



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

DALLAS BAKER JR., P.E.
 DIRECTOR

CHRISTOPHER CLASING, P.E.
 DEPUTY DIRECTOR

MEMORANDUM

TO: Weston S. Young, P.E. Chief Administrative Officer
 Candace Savage, CGFM Deputy Chief Administrative Officer
 FROM: Dallas Baker, Jr., P.E., Director *Dallas Baker Jr*
 DATE: May 12, 2025
 SUBJECT: Snug Harbor Road Speed Study

Public Works is requesting Commissioner approval to reduce the speed on Snug Harbor Road from 30 mph to 25 mph. Citizens reached out regarding speeding concerns on Snug Harbor Road, in response Roads Division conducted a speed study which yielded the following results:

- Number of Vehicles: 3,521
- Average Speed: 28.4 mph
- 85th Percentile: 33.0 mph
- Vehicles >30 mph: 1,328 or 37.7%

The study was conducted on May 17, 2025, thru May 23, 2025. A copy of the study is attached.

Although speed limits are typically set based on the 85th percentile of a road, it is not an automatic requirement. The Manual of Uniform Traffic Control Devices (MUTCD) recognizes the need for using engineering judgement when evaluating any study, which includes road usage, geometry, surrounding conditions, presence of pedestrians, etc.. In the case of Snug Harbor Road, the narrow road width (18'-20' wide), the residential neighborhood on both sides of the road, lack of sidewalks, lack of street lights, and the presence of pedestrians, all lend themselves to the recommendation of a 25 mph speed limit throughout the community.

Please let me know if there are any questions.

Attachment

cc: Chris Clasing
 Kevin Lynch

Worcester County DPW - Roads Division

ITEM 13

5764 Worcester Highway

Location 1: Snug Harbor Road (East/West)

Snow Hill, MD 21863

410-632-2244

Start Date: 4/17/2025

End Date: 4/23/2025

Snug Harbor Road (East/West)

Snug Harbor Road (East/West)

0.000000

Direction: Combined

4/17/2025	0 - 15	> 15 -	> 20 -	> 25 -	> 30 -	> 35 -	> 40 -	> 45 -	> 50 -	> 55 -	> 60 -	> 65 -	> 70	
Time	MPH	20 MPH	25 MPH	30 MPH	35 MPH	40 MPH	45 MPH	50 MPH	55 MPH	60 MPH	65 MPH	70 MPH	MPH	Total
12:00 AM	*	*	*	*	*	*	*	*	*	*	*	*	*	0
1:00	*	*	*	*	*	*	*	*	*	*	*	*	*	0
2:00	*	*	*	*	*	*	*	*	*	*	*	*	*	0
3:00	*	*	*	*	*	*	*	*	*	*	*	*	*	0
4:00	*	*	*	*	*	*	*	*	*	*	*	*	*	0
5:00	*	*	*	*	*	*	*	*	*	*	*	*	*	0
6:00	0	1	0	6	2	0	0	0	0	0	0	0	0	9
7:00	0	3	9	22	16	2	0	0	0	0	0	0	0	52
8:00	0	1	10	13	19	5	1	0	0	0	0	0	0	49
9:00	1	3	10	12	12	5	1	0	0	0	0	0	0	44
10:00	4	1	16	20	9	3	3	0	1	0	0	0	0	57
11:00	2	3	8	18	11	3	0	0	0	0	0	0	0	45
12:00 PM	0	1	7	10	18	2	1	0	0	0	0	0	0	39
1:00	2	1	8	16	8	2	0	0	0	0	0	0	0	37
2:00	1	3	8	17	13	6	3	1	0	0	0	0	0	52
3:00	0	1	5	9	11	6	1	0	0	0	0	0	0	33
4:00	1	2	7	13	10	1	0	0	0	0	0	0	0	34
5:00	0	1	6	9	3	2	0	0	0	0	0	0	0	21
6:00	0	0	2	6	4	3	0	0	0	0	0	0	0	15
7:00	0	0	1	9	0	1	0	0	0	0	0	0	0	11
8:00	0	0	3	2	1	1	0	0	0	0	0	0	0	7
9:00	0	0	0	0	1	0	0	0	0	0	0	0	0	1
10:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
11:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total	11	21	100	182	138	42	10	1	1	0	0	0	0	506

Worcester County DPW - Roads Division

ITEM 13

5764 Worcester Highway

Snow Hill, MD 21863

410-632-2244

Location 1: Snug Harbor Road (East/West)

Start Date: 4/17/2025

End Date: 4/23/2025

Snug Harbor Road (East/West)

Snug Harbor Road (East/West)

0.000000

Direction: Combined

4/18/2025	0 - 15	> 15 -	> 20 -	> 25 -	> 30 -	> 35 -	> 40 -	> 45 -	> 50 -	> 55 -	> 60 -	> 65 -	> 70	
Time	MPH	20 MPH	25 MPH	30 MPH	35 MPH	40 MPH	45 MPH	50 MPH	55 MPH	60 MPH	65 MPH	70 MPH	MPH	Total
12:00 AM	0	0	0	0	1	0	0	0	0	0	0	0	0	1
1:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2:00	1	0	0	0	3	0	0	0	0	0	0	0	0	4
3:00	2	2	0	3	4	3	2	0	0	0	0	0	0	16
4:00	1	1	2	3	13	6	1	2	0	0	0	0	0	29
5:00	0	2	4	8	15	4	2	0	0	0	0	0	0	35
6:00	1	1	5	9	5	3	1	0	0	0	0	0	0	25
7:00	0	3	13	9	7	3	2	0	0	0	0	0	0	37
8:00	0	1	6	12	10	3	0	0	0	0	0	0	0	32
9:00	0	5	14	20	14	6	1	0	0	0	0	0	0	60
10:00	2	9	7	14	14	3	0	0	0	0	0	0	0	49
11:00	0	4	15	14	6	1	0	0	0	0	0	0	0	40
12:00 PM	2	2	12	24	12	0	1	0	0	0	0	0	0	53
1:00	6	7	11	24	16	4	0	0	0	0	0	0	0	68
2:00	2	2	10	13	6	5	0	0	0	0	0	0	0	38
3:00	2	1	8	29	11	6	0	0	0	0	0	0	0	57
4:00	0	4	2	12	16	3	0	0	0	0	0	0	0	37
5:00	0	1	3	14	6	0	0	0	0	0	0	0	0	24
6:00	0	2	7	5	0	3	0	0	0	0	0	0	0	17
7:00	0	1	4	2	3	1	0	1	0	0	0	0	0	12
8:00	0	0	1	0	1	1	0	0	0	0	0	0	0	3
9:00	0	0	0	3	1	0	0	0	0	0	0	0	0	4
10:00	0	0	0	0	2	0	0	0	0	0	0	0	0	2
11:00	0	0	1	1	1	0	0	0	1	0	0	0	0	4
Total	19	48	125	219	167	55	10	3	1	0	0	0	0	647

Worcester County DPW - Roads Division

ITEM 13

5764 Worcester Highway

Location 1: Snug Harbor Road (East/West)

Snow Hill, MD 21863

410-632-2244

Start Date: 4/17/2025

End Date: 4/23/2025

Snug Harbor Road (East/West)

Snug Harbor Road (East/West)

0.000000

Direction: Combined

4/19/2025	0 - 15	> 15 -	> 20 -	> 25 -	> 30 -	> 35 -	> 40 -	> 45 -	> 50 -	> 55 -	> 60 -	> 65 -	> 70	
Time	MPH	20 MPH	25 MPH	30 MPH	35 MPH	40 MPH	45 MPH	50 MPH	55 MPH	60 MPH	65 MPH	70 MPH	MPH	Total
12:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0
1:00	0	0	0	0	0	0	1	1	0	0	0	0	0	2
2:00	0	0	1	1	1	0	0	0	0	0	0	0	0	3
3:00	0	0	1	2	2	1	0	0	0	0	0	0	0	6
4:00	1	1	0	3	3	0	0	0	0	0	0	0	0	8
5:00	3	3	8	9	9	5	0	0	0	0	0	0	0	37
6:00	0	0	5	9	8	3	0	0	0	0	0	0	0	25
7:00	0	4	9	15	7	5	2	0	0	0	0	0	0	42
8:00	3	3	6	15	9	3	0	0	0	0	0	0	0	39
9:00	2	2	13	17	9	9	0	0	0	0	0	0	0	52
10:00	0	3	4	23	14	5	0	0	0	0	0	0	0	49
11:00	3	2	5	15	16	3	3	1	0	0	0	0	0	48
12:00 PM	4	2	9	16	7	2	0	0	0	0	0	0	0	40
1:00	0	1	5	13	13	3	0	0	0	0	0	0	0	35
2:00	0	2	9	9	8	0	1	0	0	0	0	0	0	29
3:00	0	1	5	3	6	4	0	0	0	0	0	0	0	19
4:00	0	3	7	14	10	2	0	0	0	0	0	0	0	36
5:00	1	3	9	8	5	2	0	0	0	0	0	0	0	28
6:00	0	2	4	3	2	0	0	0	0	0	0	0	0	11
7:00	0	2	1	1	5	0	0	0	0	0	0	0	0	9
8:00	0	1	0	4	5	0	0	0	0	0	0	0	0	10
9:00	0	0	0	0	1	1	0	0	0	0	0	0	0	2
10:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
11:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total	17	35	101	180	140	49	7	1	0	0	0	0	0	530

Worcester County DPW - Roads Division

ITEM 13

5764 Worcester Highway

Location 1: Snug Harbor Road (East/West)

Snow Hill, MD 21863

410-632-2244

Start Date: 4/17/2025

End Date: 4/23/2025

Snug Harbor Road (East/West)

Snug Harbor Road (East/West)

0.000000

Direction: Combined

4/20/2025	0 - 15	> 15 -	> 20 -	> 25 -	> 30 -	> 35 -	> 40 -	> 45 -	> 50 -	> 55 -	> 60 -	> 65 -	> 70	Total
Time	MPH	20 MPH	25 MPH	30 MPH	35 MPH	40 MPH	45 MPH	50 MPH	55 MPH	60 MPH	65 MPH	70 MPH	MPH	
12:00 AM	0	0	0	0	0	0	0	0	1	0	0	0	0	1
1:00	0	0	0	0	0	2	0	0	0	0	0	0	0	2
2:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
3:00	1	0	2	0	2	1	0	0	1	0	0	0	0	7
4:00	0	1	1	8	5	2	0	0	0	0	0	0	0	17
5:00	1	0	3	4	3	3	0	0	0	0	0	0	0	14
6:00	0	3	8	17	5	1	0	0	0	0	0	0	0	34
7:00	0	0	5	16	7	3	0	0	0	0	0	0	0	31
8:00	1	1	11	15	7	2	1	0	0	0	0	0	0	38
9:00	2	2	3	10	8	3	0	0	0	0	0	0	0	28
10:00	1	0	10	13	5	2	1	0	0	0	0	0	0	32
11:00	3	2	7	12	8	7	0	0	0	0	0	0	0	39
12:00 PM	5	4	4	7	6	6	1	1	0	0	0	0	0	34
1:00	0	4	11	15	8	2	0	0	0	0	0	0	0	40
2:00	0	3	5	10	6	4	0	1	0	0	0	0	0	29
3:00	0	0	5	6	10	3	0	0	0	0	0	0	0	24
4:00	0	1	2	9	6	2	0	0	0	0	0	0	0	20
5:00	0	0	3	9	3	2	0	0	0	0	0	0	0	17
6:00	0	0	4	8	1	1	0	0	0	0	0	0	0	14
7:00	0	1	1	3	4	0	0	0	0	0	0	0	0	9
8:00	0	0	0	1	1	0	1	0	0	0	0	0	0	3
9:00	0	0	0	1	0	0	0	0	0	0	0	0	0	1
10:00	0	0	0	0	0	1	0	0	0	0	0	0	0	1
11:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total	14	22	85	164	95	47	4	2	2	0	0	0	0	435

Worcester County DPW - Roads Division

ITEM 13

5764 Worcester Highway

Location 1: Snug Harbor Road (East/West)

Snow Hill, MD 21863

410-632-2244

Start Date: 4/17/2025

End Date: 4/23/2025

Snug Harbor Road (East/West)

Snug Harbor Road (East/West)

0.000000

Direction: Combined

4/21/2025	0 - 15	> 15 -	> 20 -	> 25 -	> 30 -	> 35 -	> 40 -	> 45 -	> 50 -	> 55 -	> 60 -	> 65 -	> 70	Total
Time	MPH	20 MPH	25 MPH	30 MPH	35 MPH	40 MPH	45 MPH	50 MPH	55 MPH	60 MPH	65 MPH	70 MPH	MPH	
12:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0
1:00	0	0	0	1	0	2	0	0	0	0	0	0	0	3
2:00	0	0	0	1	0	0	0	0	0	0	0	0	0	1
3:00	1	0	2	1	3	0	0	0	0	0	0	0	0	7
4:00	0	0	0	6	3	5	0	0	0	0	0	0	0	14
5:00	0	3	5	16	7	3	2	0	1	0	0	0	0	37
6:00	0	0	4	16	4	3	2	0	0	0	0	0	0	29
7:00	1	3	3	17	9	2	0	0	0	0	0	0	0	35
8:00	2	0	2	17	9	9	0	0	0	0	0	0	0	39
9:00	4	2	8	11	11	3	1	0	0	0	0	0	0	40
10:00	2	4	11	18	6	2	2	0	0	0	0	0	0	45
11:00	8	6	15	15	8	1	0	0	0	0	0	0	0	53
12:00 PM	1	2	9	17	15	3	0	0	0	0	0	0	0	47
1:00	0	1	14	17	12	2	1	0	0	0	0	0	0	47
2:00	2	6	7	17	16	4	0	0	0	0	0	0	0	52
3:00	0	4	5	22	3	3	0	0	0	0	0	0	0	37
4:00	0	0	4	10	8	2	0	0	0	0	0	0	0	24
5:00	0	2	5	6	14	2	0	0	0	0	0	0	0	29
6:00	2	2	1	9	1	1	0	0	0	0	0	0	0	16
7:00	0	0	0	3	0	1	0	0	0	0	0	0	0	4
8:00	0	0	1	0	1	0	0	0	0	0	0	0	0	2
9:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
10:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
11:00	0	0	0	0	1	0	0	0	0	0	0	0	0	1
Total	23	35	96	220	131	48	8	0	1	0	0	0	0	562

Worcester County DPW - Roads Division

ITEM 13

5764 Worcester Highway

Location 1: Snug Harbor Road (East/West)

Snow Hill, MD 21863

410-632-2244

Start Date: 4/17/2025

End Date: 4/23/2025

Snug Harbor Road (East/West)

Snug Harbor Road (East/West)

0.000000

Direction: Combined

4/22/2025	0 - 15	> 15 -	> 20 -	> 25 -	> 30 -	> 35 -	> 40 -	> 45 -	> 50 -	> 55 -	> 60 -	> 65 -	> 70	Total
Time	MPH	20 MPH	25 MPH	30 MPH	35 MPH	40 MPH	45 MPH	50 MPH	55 MPH	60 MPH	65 MPH	70 MPH	MPH	
12:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0
1:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2:00	0	0	0	0	0	0	1	0	0	0	0	0	0	1
3:00	1	0	1	1	6	0	0	0	0	0	0	0	0	9
4:00	0	1	0	2	6	6	1	0	0	0	0	0	0	16
5:00	0	0	5	6	23	5	0	0	0	0	0	0	0	39
6:00	1	2	7	6	8	4	0	0	0	0	0	0	0	28
7:00	0	2	6	10	10	1	0	0	0	0	0	0	0	29
8:00	1	2	5	13	10	5	1	0	0	0	0	0	0	37
9:00	1	0	4	6	14	3	0	0	0	0	0	0	0	28
10:00	0	0	5	10	12	6	1	0	0	0	0	0	0	34
11:00	0	4	2	4	12	2	0	0	0	0	0	0	0	24
12:00 PM	0	3	10	13	8	4	0	0	0	0	0	0	0	38
1:00	1	1	5	18	11	0	0	0	1	0	0	0	0	37
2:00	4	2	4	21	12	1	0	0	0	0	0	0	0	44
3:00	3	2	6	11	18	5	0	0	0	0	0	0	0	45
4:00	0	2	1	10	8	0	0	0	0	0	0	0	0	21
5:00	0	1	11	8	10	0	1	0	0	0	0	0	0	31
6:00	1	2	7	5	6	1	0	0	0	0	0	0	0	22
7:00	0	1	1	6	3	1	0	0	0	0	0	0	0	12
8:00	0	0	0	2	2	0	0	0	0	0	0	0	0	4
9:00	0	0	1	1	0	0	0	0	0	0	0	0	0	2
10:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
11:00	0	0	0	0	0	0	1	0	0	0	0	0	0	1
Total	13	25	81	153	179	44	6	0	1	0	0	0	0	502

Worcester County DPW - Roads Division

ITEM 13

5764 Worcester Highway

Location 1: Snug Harbor Road (East/West)

Snow Hill, MD 21863

410-632-2244

Start Date: 4/17/2025

End Date: 4/23/2025

Snug Harbor Road (East/West)

Snug Harbor Road (East/West)

0.000000

Direction: Combined

4/23/2025	0 - 15	> 15 -	> 20 -	> 25 -	> 30 -	> 35 -	> 40 -	> 45 -	> 50 -	> 55 -	> 60 -	> 65 -	> 70	Total
Time	MPH	20 MPH	25 MPH	30 MPH	35 MPH	40 MPH	45 MPH	50 MPH	55 MPH	60 MPH	65 MPH	70 MPH	MPH	
12:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0
1:00	0	2	0	0	0	0	0	0	0	0	0	0	0	2
2:00	0	0	0	1	0	0	0	0	0	0	0	0	0	1
3:00	0	0	0	2	1	0	1	0	0	0	0	0	0	4
4:00	0	0	1	7	4	2	0	0	0	0	0	0	0	14
5:00	0	1	5	10	16	8	2	1	0	0	0	0	0	43
6:00	3	1	7	11	10	1	0	0	0	0	0	0	0	33
7:00	0	0	10	7	7	5	0	0	0	0	0	0	0	29
8:00	0	0	6	9	6	5	0	0	0	0	0	0	0	26
9:00	1	3	5	9	13	6	1	0	0	0	0	0	0	38
10:00	1	8	7	15	9	8	0	0	0	0	0	0	0	48
11:00	3	4	12	10	8	3	0	0	0	0	0	0	0	40
12:00 PM	1	2	12	11	7	3	1	0	0	0	0	0	0	37
1:00	5	2	3	7	6	1	0	0	0	0	0	0	0	24
2:00	*	*	*	*	*	*	*	*	*	*	*	*	*	0
3:00	*	*	*	*	*	*	*	*	*	*	*	*	*	0
4:00	*	*	*	*	*	*	*	*	*	*	*	*	*	0
5:00	*	*	*	*	*	*	*	*	*	*	*	*	*	0
6:00	*	*	*	*	*	*	*	*	*	*	*	*	*	0
7:00	*	*	*	*	*	*	*	*	*	*	*	*	*	0
8:00	*	*	*	*	*	*	*	*	*	*	*	*	*	0
9:00	*	*	*	*	*	*	*	*	*	*	*	*	*	0
10:00	*	*	*	*	*	*	*	*	*	*	*	*	*	0
11:00	*	*	*	*	*	*	*	*	*	*	*	*	*	0
Total	14	23	68	99	87	42	5	1	0	0	0	0	0	339
Grand Total	111	209	656	1217	937	327	50	8	6	0	0	0	0	3521

Stats	Percentile	15th	50th	85th	95th
	Speed	22	28	33	37
Mean Speed (Average)		28.4			
10 MPH Pace Speed		24-33			
Number in Pace		2207			
Percent in Pace		63.0%			
Number > 30 MPH		1328			
Percent > 30 MPH		37.7%			

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



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

DALLAS BAKER JR., P.E.
 DIRECTOR

CHRISTOPHER CLASING, P.E.
 DEPUTY DIRECTOR

MEMORANDUM

TO: Weston S. Young, P.E. Chief Administrative Officer
 Candace Savage, CGFM Deputy Chief Administrative Officer
 FROM: Dallas Baker, Jr., P.E., Director *Dallas Baker Jr*
 DATE: May 12, 2025
 SUBJECT: Blueberry Road Speed Study

Public Works is requesting Commissioner approval to reduce the speed on Blueberry Road from 50 mph to 45 mph. Currently, Blueberry Road is not posted; therefore, a speed limit of 50 mph governs. A concerned citizen reached out regarding speeding concerns on Blueberry Road, in response Roads Division conducted a speed study which yielded the following results:

- Number of Vehicles: 1,050
- Average Speed: 38.0 mph
- 85th Percentile: 49.0 mph
- Vehicles >50 mph: 149 or 14.2%

The study was conducted on May 5, 2025, thru May 11, 2025. A copy of the study is attached.

After investigating this request and the area involved, Public Works recommends this road be posted at 45 mph. This posting would allow the Sheriff's Department to provide enforcement of the speed limit sign to control any speeding related issues.

Please let me know if there are any questions.

Attachment

cc: Kevin Lynch

Worcester County DPW - Roads Division

ITEM 14

5764 Worcester Highway

Snow Hill, MD 21863

410-632-2244

Location 1: Blueberry Road (East/West)

Start Date: 5/5/2025

End Date: 5/11/2025

Blueberry Road (East/West)

Blueberry Road (East/West)

0.000000

Direction: Combined

5/5/2025	0 - 15	> 15 -	> 20 -	> 25 -	> 30 -	> 35 -	> 40 -	> 45 -	> 50 -	> 55 -	> 60 -	> 65 -	> 70	
Time	MPH	20 MPH	25 MPH	30 MPH	35 MPH	40 MPH	45 MPH	50 MPH	55 MPH	60 MPH	65 MPH	70 MPH	MPH	Total
12:00 AM	*	*	*	*	*	*	*	*	*	*	*	*	*	0
1:00	*	*	*	*	*	*	*	*	*	*	*	*	*	0
2:00	*	*	*	*	*	*	*	*	*	*	*	*	*	0
3:00	*	*	*	*	*	*	*	*	*	*	*	*	*	0
4:00	*	*	*	*	*	*	*	*	*	*	*	*	*	0
5:00	*	*	*	*	*	*	*	*	*	*	*	*	*	0
6:00	*	*	*	*	*	*	*	*	*	*	*	*	*	0
7:00	0	1	0	0	1	0	3	0	0	0	0	0	0	5
8:00	0	1	2	0	1	6	2	2	1	0	1	0	0	16
9:00	0	0	2	0	2	2	0	2	0	0	0	0	0	8
10:00	0	1	2	0	0	2	1	2	0	0	0	0	0	8
11:00	0	2	2	0	0	0	3	0	0	1	0	0	0	8
12:00 PM	1	0	2	2	1	3	1	0	0	0	0	0	0	10
1:00	1	0	1	0	0	1	5	4	0	1	0	0	0	13
2:00	0	2	0	1	2	0	1	0	2	0	0	0	0	8
3:00	0	1	1	0	1	1	1	0	0	0	0	0	0	5
4:00	0	0	0	0	1	1	1	1	1	0	0	0	0	5
5:00	0	0	0	0	0	0	0	2	0	0	0	0	0	2
6:00	0	0	0	0	1	0	1	0	0	0	0	1	0	3
7:00	0	0	0	0	0	0	0	1	0	0	0	0	0	1
8:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
9:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
10:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
11:00	1	0	1	0	0	0	0	0	0	0	0	0	0	2
Total	3	8	13	3	10	16	19	14	4	2	1	1	0	94

Worcester County DPW - Roads Division

ITEM 14

5764 Worcester Highway

Snow Hill, MD 21863

410-632-2244

Location 1: Blueberry Road (East/West)

Start Date: 5/5/2025

End Date: 5/11/2025

Blueberry Road (East/West)

Blueberry Road (East/West)

0.000000

Direction: Combined

5/6/2025	0 - 15	> 15 -	> 20 -	> 25 -	> 30 -	> 35 -	> 40 -	> 45 -	> 50 -	> 55 -	> 60 -	> 65 -	> 70	
Time	MPH	20 MPH	25 MPH	30 MPH	35 MPH	40 MPH	45 MPH	50 MPH	55 MPH	60 MPH	65 MPH	70 MPH	MPH	Total
12:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0
1:00	0	0	0	1	0	0	0	0	0	0	0	0	0	1
2:00	0	1	1	0	0	2	0	0	1	0	0	0	0	5
3:00	0	1	1	0	0	1	0	1	0	0	0	0	0	4
4:00	0	0	1	1	0	5	0	3	1	1	0	0	0	12
5:00	1	0	2	2	1	0	3	2	3	2	0	0	0	16
6:00	0	0	0	1	0	3	2	0	0	0	0	0	0	6
7:00	0	0	0	1	1	2	3	1	0	1	0	0	0	9
8:00	0	0	0	0	0	1	0	1	2	1	2	0	0	7
9:00	0	0	0	0	1	2	1	0	1	1	0	0	0	6
10:00	0	1	1	0	1	1	3	2	0	1	0	0	0	10
11:00	0	1	0	1	1	3	4	2	2	0	0	0	0	14
12:00 PM	0	0	1	2	2	3	1	1	1	0	0	0	0	11
1:00	0	1	0	1	2	3	2	7	2	0	0	0	0	18
2:00	0	0	0	0	0	1	1	2	3	0	0	0	0	7
3:00	0	0	1	1	2	0	1	1	2	0	0	0	0	8
4:00	0	0	0	1	0	3	2	0	0	0	0	0	0	6
5:00	0	0	0	0	0	0	0	0	1	0	0	0	0	1
6:00	0	0	0	0	1	0	0	0	0	0	0	0	0	1
7:00	0	0	1	0	0	0	0	1	0	0	1	0	0	3
8:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
9:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
10:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
11:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total	1	5	9	12	12	30	23	24	19	7	3	0	0	145

Worcester County DPW - Roads Division

ITEM 14

5764 Worcester Highway

Snow Hill, MD 21863

410-632-2244

Location 1: Blueberry Road (East/West)

Start Date: 5/5/2025

End Date: 5/11/2025

Blueberry Road (East/West)

Blueberry Road (East/West)

0.000000

Direction: Combined

5/7/2025	0 - 15	> 15 -	> 20 -	> 25 -	> 30 -	> 35 -	> 40 -	> 45 -	> 50 -	> 55 -	> 60 -	> 65 -	> 70	
Time	MPH	20 MPH	25 MPH	30 MPH	35 MPH	40 MPH	45 MPH	50 MPH	55 MPH	60 MPH	65 MPH	70 MPH	MPH	Total
12:00 AM	0	0	0	0	0	0	0	1	0	0	0	0	0	1
1:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2:00	0	1	0	0	1	1	0	0	2	0	0	0	0	5
3:00	1	0	1	0	0	0	1	0	0	0	0	0	0	3
4:00	1	1	3	1	0	3	1	1	1	1	0	0	0	13
5:00	0	0	3	1	1	0	2	2	0	0	0	0	0	9
6:00	1	0	2	0	0	0	3	1	1	1	0	0	0	9
7:00	3	1	1	1	2	2	1	2	1	0	0	0	0	14
8:00	0	0	0	0	1	1	1	1	4	1	0	0	0	9
9:00	1	1	0	0	1	0	2	0	2	0	0	0	0	7
10:00	1	3	1	0	3	2	4	0	1	0	0	0	0	15
11:00	0	1	1	0	0	0	2	3	0	0	1	0	1	9
12:00 PM	0	2	0	1	1	1	1	4	2	0	0	0	0	12
1:00	0	0	1	2	0	4	6	4	1	1	0	0	0	19
2:00	0	1	1	0	0	2	7	4	2	0	0	0	0	17
3:00	0	1	0	0	2	1	0	1	1	0	0	0	0	6
4:00	0	0	0	0	1	1	4	2	0	0	0	0	0	8
5:00	0	0	0	1	0	1	0	2	1	0	0	0	0	5
6:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
7:00	0	0	0	0	0	0	0	2	0	0	0	0	0	2
8:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
9:00	0	0	1	0	0	0	0	0	0	0	0	0	0	1
10:00	0	0	0	1	0	0	0	0	0	0	0	0	0	1
11:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total	8	12	15	8	13	19	35	30	19	4	1	0	1	165

Worcester County DPW - Roads Division

ITEM 14

5764 Worcester Highway

Snow Hill, MD 21863

410-632-2244

Location 1: Blueberry Road (East/West)

Start Date: 5/5/2025

End Date: 5/11/2025

Blueberry Road (East/West)

Blueberry Road (East/West)

0.000000

Direction: Combined

5/8/2025	0 - 15	> 15 -	> 20 -	> 25 -	> 30 -	> 35 -	> 40 -	> 45 -	> 50 -	> 55 -	> 60 -	> 65 -	> 70	
Time	MPH	20 MPH	25 MPH	30 MPH	35 MPH	40 MPH	45 MPH	50 MPH	55 MPH	60 MPH	65 MPH	70 MPH	MPH	Total
12:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0
1:00	0	0	0	0	1	0	0	0	0	0	0	0	0	1
2:00	1	0	0	0	0	1	0	0	1	0	0	0	0	3
3:00	0	1	1	0	1	0	1	0	0	0	0	0	0	4
4:00	0	0	0	0	2	1	1	1	2	0	0	0	0	7
5:00	1	0	0	1	0	1	2	3	1	2	0	0	1	12
6:00	0	0	0	0	0	1	1	3	1	2	0	0	0	8
7:00	1	1	0	0	0	1	3	1	1	0	0	0	0	8
8:00	1	3	1	0	2	0	2	2	1	0	0	0	0	12
9:00	1	0	1	0	0	5	4	3	2	1	0	0	0	17
10:00	0	0	0	0	0	3	2	1	0	0	0	0	0	6
11:00	0	0	0	0	3	2	0	4	2	0	0	0	0	11
12:00 PM	1	1	1	2	0	0	3	3	1	0	0	0	0	12
1:00	0	0	2	0	1	3	1	3	3	0	0	0	0	13
2:00	0	0	0	1	0	1	6	5	3	2	1	0	0	19
3:00	0	0	0	0	0	3	5	1	1	1	0	0	0	11
4:00	0	0	0	2	0	1	1	0	0	0	0	0	0	4
5:00	0	0	0	1	1	2	2	1	1	0	0	0	0	8
6:00	0	0	1	0	0	0	3	0	0	0	0	0	0	4
7:00	0	0	0	0	0	1	1	0	1	1	0	0	1	5
8:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
9:00	0	0	0	0	0	0	0	0	1	0	0	0	0	1
10:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
11:00	2	0	0	0	0	0	0	0	0	0	0	0	0	2
Total	8	6	7	7	11	26	38	31	22	9	1	0	2	168

Worcester County DPW - Roads Division

ITEM 14

5764 Worcester Highway

Snow Hill, MD 21863

410-632-2244

Location 1: Blueberry Road (East/West)

Start Date: 5/5/2025
End Date: 5/11/2025
Blueberry Road (East/West)
Blueberry Road (East/West)
0.000000

Direction: Combined

5/9/2025	0 - 15	> 15 -	> 20 -	> 25 -	> 30 -	> 35 -	> 40 -	> 45 -	> 50 -	> 55 -	> 60 -	> 65 -	> 70	
Time	MPH	20 MPH	25 MPH	30 MPH	35 MPH	40 MPH	45 MPH	50 MPH	55 MPH	60 MPH	65 MPH	70 MPH	MPH	Total
12:00 AM	17	0	0	0	0	0	1	0	0	0	0	0	0	18
1:00	0	0	1	0	1	0	0	0	0	0	0	0	0	2
2:00	0	0	0	0	0	0	0	1	0	0	0	0	0	1
3:00	1	0	0	0	2	0	1	0	0	1	0	0	0	5
4:00	1	1	1	1	1	1	1	2	1	0	0	0	0	10
5:00	0	0	1	0	0	1	2	3	2	1	0	0	0	10
6:00	3	0	1	0	0	1	1	1	0	0	0	0	0	7
7:00	0	1	0	1	0	1	4	1	0	0	0	0	0	8
8:00	0	1	1	3	2	4	4	0	0	0	0	0	0	15
9:00	2	0	0	1	1	2	2	0	0	0	0	0	0	8
10:00	1	0	0	1	0	2	4	1	0	0	0	0	0	9
11:00	2	1	0	2	4	0	4	0	1	0	0	0	0	14
12:00 PM	0	0	0	1	1	1	2	5	1	0	0	0	0	11
1:00	0	1	3	1	1	4	5	5	0	0	0	0	0	20
2:00	0	0	1	2	1	2	4	5	6	0	0	0	0	21
3:00	0	0	0	2	2	0	0	2	2	0	0	0	0	8
4:00	0	0	0	1	2	3	4	1	0	1	0	0	0	12
5:00	0	0	1	0	0	0	0	1	0	0	0	0	0	2
6:00	0	0	1	0	0	4	1	0	1	0	0	0	1	8
7:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
8:00	0	0	0	0	1	0	0	1	0	0	0	0	0	2
9:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
10:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
11:00	0	0	0	0	1	0	0	0	0	0	0	0	0	1
Total	27	5	11	16	20	26	40	29	14	3	0	0	1	192

Worcester County DPW - Roads Division

ITEM 14

5764 Worcester Highway

Snow Hill, MD 21863

410-632-2244

Location 1: Blueberry Road (East/West)

Start Date: 5/5/2025
End Date: 5/11/2025
Blueberry Road (East/West)
Blueberry Road (East/West)
0.000000

Direction: Combined

5/10/2025	0 - 15	> 15 -	> 20 -	> 25 -	> 30 -	> 35 -	> 40 -	> 45 -	> 50 -	> 55 -	> 60 -	> 65 -	> 70	
Time	MPH	20 MPH	25 MPH	30 MPH	35 MPH	40 MPH	45 MPH	50 MPH	55 MPH	60 MPH	65 MPH	70 MPH	MPH	Total
12:00 AM	0	0	0	0	0	2	0	0	0	0	0	0	0	2
1:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
3:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4:00	0	0	0	1	0	0	0	1	0	0	0	0	0	2
5:00	1	1	1	0	0	0	2	2	0	0	0	0	0	7
6:00	0	0	0	0	0	0	1	4	1	0	0	0	0	6
7:00	0	0	1	0	0	1	3	2	2	0	0	0	0	9
8:00	0	0	1	0	1	3	6	2	1	0	0	1	0	15
9:00	0	1	0	0	2	1	5	2	0	0	1	0	0	12
10:00	0	0	0	0	2	3	5	1	0	0	2	1	0	14
11:00	0	0	0	1	0	0	5	2	1	0	0	0	0	9
12:00 PM	0	0	1	1	2	1	1	3	0	0	0	0	0	9
1:00	1	1	0	1	1	4	4	1	2	0	0	0	0	15
2:00	1	0	0	0	0	2	6	1	1	0	0	0	0	11
3:00	0	0	0	0	0	4	2	0	1	1	0	0	0	8
4:00	0	0	0	0	0	0	2	1	1	0	0	0	0	4
5:00	0	0	0	0	1	2	3	1	0	0	0	0	0	7
6:00	0	0	0	0	2	0	2	2	0	0	0	1	0	7
7:00	0	0	0	0	1	1	0	1	0	0	0	0	0	3
8:00	0	0	0	0	0	0	0	0	1	0	0	0	0	1
9:00	0	0	0	2	0	1	0	0	0	0	0	0	0	3
10:00	0	0	0	0	0	0	1	0	0	0	0	0	0	1
11:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total	3	3	4	6	12	25	48	26	11	1	3	3	0	145

Worcester County DPW - Roads Division

ITEM 14

5764 Worcester Highway

Snow Hill, MD 21863

410-632-2244

Location 1: Blueberry Road (East/West)

Start Date: 5/5/2025
End Date: 5/11/2025
Blueberry Road (East/West)
Blueberry Road (East/West)
0.000000

Direction: Combined

5/11/2025	0 - 15	> 15 -	> 20 -	> 25 -	> 30 -	> 35 -	> 40 -	> 45 -	> 50 -	> 55 -	> 60 -	> 65 -	> 70	Total
Time	MPH	20 MPH	25 MPH	30 MPH	35 MPH	40 MPH	45 MPH	50 MPH	55 MPH	60 MPH	65 MPH	70 MPH	MPH	
12:00 AM	0	0	0	0	0	1	0	0	0	0	0	0	0	1
1:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2:00	0	0	0	0	0	0	1	0	0	0	0	0	0	1
3:00	0	0	0	0	0	0	1	0	0	0	0	0	0	1
4:00	0	1	0	0	0	0	0	0	0	0	0	0	0	1
5:00	0	1	1	1	0	0	0	1	0	0	0	0	0	4
6:00	1	0	0	0	0	0	1	0	0	1	0	0	0	3
7:00	0	0	0	0	1	1	2	2	1	0	0	0	0	7
8:00	0	0	0	2	2	0	1	2	2	0	0	1	0	10
9:00	0	1	2	0	0	2	2	4	1	0	1	0	0	13
10:00	1	1	1	2	1	0	3	2	1	1	0	0	0	13
11:00	2	2	0	0	0	0	3	2	0	0	0	0	0	9
12:00 PM	2	0	1	1	0	0	5	4	0	0	0	0	0	13
1:00	2	0	0	1	0	0	5	6	1	0	0	0	0	15
2:00	0	1	3	1	3	3	4	3	0	1	0	0	0	19
3:00	0	0	0	0	3	1	3	0	0	1	0	0	0	8
4:00	0	0	0	0	0	2	0	1	2	0	0	0	0	5
5:00	0	0	0	0	0	2	2	4	0	0	0	0	0	8
6:00	1	1	1	0	1	0	0	1	1	0	0	0	0	6
7:00	0	0	0	0	1	0	0	0	0	0	0	0	0	1
8:00	0	0	0	0	0	1	0	0	1	0	0	0	0	2
9:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
10:00	0	0	0	0	0	0	0	0	0	1	0	0	0	1
11:00	*	*	*	*	*	*	*	*	*	*	*	*	*	0
Total	9	8	9	8	13	12	33	32	10	5	1	1	0	141
Grand Total	59	47	68	60	91	154	236	186	99	31	10	5	4	1050

Stats	Percentile	15th	50th	85th	95th
	Speed	23	41	49	54
Mean Speed (Average)		38.0			
10 MPH Pace Speed		39-48			
Number in Pace		444			
Percent in Pace		42.0%			
Number > 50 MPH		149			
Percent > 50 MPH		14.2%			



DEPARTMENT OF
DEVELOPMENT REVIEW AND PERMITTING

Worcester County

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

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

ZONING DIVISION
BUILDING DIVISION
DATA RESEARCH DIVISION

ADMINISTRATIVE DIVISION
CUSTOMER SERVICE DIVISION
TECHNICAL SERVICES DIVISION

MEMORANDUM

To: Weston S. Young, P.E., Chief Administrative Officer
From: Jennifer K. Keener, AICP, Director
Date: May 12, 2025
Re: Recommended Solar Energy System and Energy Storage System Policy

I would like to present policy recommendations to the County Commissioners pertaining to solar energy projects over 1 MW and battery energy storage projects. Should the bill become effective on July 1, 2025, the Renewable Energy Certainty Act (Senate Bill 931/ House Bill 1036) includes siting standards that were developed to create consistent aesthetic features statewide. Our office has already received several solar pre-applications for review that may be subject to the new law.

Siting standards for solar include setbacks, separation distances, landscaping, fencing and other items (see attached). Siting standards for energy storage is limited to landscaping and fencing. I would note that the standards contained in the state law are generally more restrictive than the Zoning Code.

Project approvals or denials: Currently, local jurisdictions are preempted on any solar project over 2 MW. Under the new law, if a solar project over 1 MW is compliant with the siting standards, then the local jurisdiction cannot deny the project. However, jurisdictions can deny a solar project if it is non-compliant or **may** approve less stringent provisions through a siting agreement. For energy storage systems, the Public Service Commission has final authority on the modifications or waivers to the siting standards.

Recommendation:

- **Over 2 MW:** The siting standards will be reviewed by staff and any modifications approved by the County Commissioners for any solar project over 2 MW (subject to the CPCN process).
- **Over 1 MW up to 2 MW:** The siting standards will be reviewed by staff and any modifications approved by the Planning Commission. These projects are currently reviewed and approved by the Planning Commission as major site plans.
- **Energy Storage Systems:** The siting standards will be reviewed by staff, and only if a modification is requested, said modifications shall be reviewed and approved by the County Commissioners prior to the granting of site plan approval for the overall project. The Public Service Commission has the final authority to modify or waive the siting standards for these projects for good cause.

DRAFT

Solar Energy System Siting Standards Checklist
Public Utilities Article § 7-218(f)

The verbiage contained herein has been grouped and modified for ease of application. Please refer to state law for the exact wording. A solar energy system of 1 MW or larger shall comply with the siting standards unless a local siting agreement has been developed.

Separation Distance: § 7-218(f)(2)(i): Provide a boundary of 150 feet between the solar energy generating station and the nearest wall of a residential dwelling.

Setbacks: § 7-218(f)(2)(ii), § 7-218(f)(2)(v) and § 7-218(f)(9):

- Provide a boundary of 100 feet between the solar energy generating station and all property lines, not including property lines that bisect the interior of a project area.
- Only equipment required for interconnection with the electric system infrastructure may be located within a public road right-of-way.

Fencing: § 7-218(f)(2)(iii)1-2:

- Provide nonbarbed wire fencing:
 - Only on the interior of a landscape buffer or immediately adjacent to a solar energy generating station.
 - No more than 20 feet in height.
 - Only black or green vinyl wire mesh when chain link fencing is used.
 - Located not less than 50 feet away from the edge of any public right of way.
- Barbed wire fencing may be used around the substations or other critical infrastructure for protection of that infrastructure.

Landscaping: § 7-218(f)(2)(iv) and § 7-218(f)(3)-(4):

Provide for a landscape buffer or vegetative screening:

- Provided along all property lines unless there is existing wooded vegetation of 50 feet or more in width; or an alternative location within the boundary for the solar energy generating station if the owner demonstrates that the alternative location would maximize the visual screening.
- Shall provide four-season visual screening of the solar energy generating station, placed between any fencing and the public view.
- Include multilayered, staggered rows of overstory and understory trees and shrubs:
 - A mixture of evergreen and deciduous vegetation.
 - Predominantly native to the region. Worcester County requires a minimum of 75% native species per § ZS 1-322(b)(5).
 - Are more than 4 feet in height at planting.
 - Are designed to provide screening or buffering within 5 years of planting.
 - May not be trimmed to stunt upward or outward growth or to otherwise limit the effectiveness of the visual screen.
 - Conform to the plan size specifications established by the American Standard for Nursery Stock (ANSI Z60.1).
 - Specified in a plan prepared by a qualified professional landscape architect.

DRAFT

- Be installed as early in the construction process as practicable and before the activation of the proposed solar energy generating station.
- Existing forests and hedgerows shall be preserved to the maximum extent practicable and supplemented with new plantings where necessary,
- The buffering or screening shall be maintained with a 90% survival threshold for the life of the solar energy generating station through a maintenance agreement that includes a watering plan.
- A local jurisdiction may not require the use of a berm.

Landscape Bond: § 7–218(f)(5)(vi) and § 7–218(f)(6)(i)-(iii):

The provisions of state law shall supersede the bonding amount and length of time stipulated in § ZS 1-322(g).

- Worcester County shall hold a bond equal to 100% of the total landscaping cost for the first five years.
- After five years, 50% of the bond may be released if, on inspection, the vegetative protections meet a 90% survival threshold.
- The remaining 50% shall be held for an additional two years. If upon further inspection and confirmation that the vegetative protections continue to meet a 90% survival threshold, it shall be released.

Visual Mitigation: § 7–218(f)(2)(vi)1-2:

- Shall mitigate the visual impact of the solar energy generating station on:
 - A preservation area, rural legacy area, priority preservation area.
 - A public park, scenic river or byway.
 - A designated heritage area, or historic structure or site listed on or eligible for the national register of historic places or relevant county register of historic places.
- A viewshed analysis is required for any area, structure, or site specified above.

Notice to Emergency Services: § 7–218(f)(2)(vii): Shall provide notice of each proposed solar energy generating station to the emergency response services of each County in which any portion of the generating station is to be constructed, including a map of the proposed generating station and the proposed location of any solar collector or isolator switch.

Additional internal site standards: § 7–218(f)(5)(i)-(v):

- Minimize grading to the maximum extent possible.
- Shall not remove topsoil from the parcel but may move or temporarily stockpile topsoil for grading.
- Maintain soil integrity by planting native or noninvasive naturalized vegetation and other appropriate vegetative protections that have a 90% survival threshold for the life of the solar energy generating station.
- Limit mowing and other unnecessary landscaping.
- May not use herbicides except to control invasive species in compliance with the Department of Agriculture's weed control program.

Lighting: § 7–218(f)(7): Except as required by law, or for safety or emergency, the solar energy generating station may not emit visible light during dusk to dawn operations.

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Height: § 7-218(f)(8): A proposed solar energy generating station and any accessory structures associated with the station must have an average height of not more than 15 feet. This does not apply to equipment necessary for interconnection with the electric system or solar energy generating stations located on land that is also used for agricultural purposes.

Modifications to the Siting Standards: § 7-218(f)(10): The approving authority may enter into a siting agreement with the project owner that provides less stringent restrictions than those specified above.

Approval Authority:

- **Over 1 MW up to 2 MW:** The siting standards will be reviewed by staff and any modifications approved by the Planning Commission. These projects are currently reviewed and approved by the Planning Commission as major site plans.
- **Over 2 MW:** The siting standards will be reviewed by staff and any modifications approved by the County Commissioners for any solar project over 2 MW (subject to the CPCN process).
- **Over 5 MW:** In addition to the siting standards required for projects over 2 MW, a local jurisdiction may deny a solar energy project over 5 MW if it is located on property that as of January 1, 2025, is within:
 - A Tier 1 or Tier 2 mapped locally designated growth area (i.e. Septic Tiers).
Note: Worcester County did not adopt the tier maps, therefore this would not apply unless the effective date in state law was modified with a future amendment.
 - A residential area defined in § 5-1601 of the Natural Resources Article as:
 - Medium density areas: zoned for densities greater than 1 dwelling unit per 5 acres and less than or equal to 1 dwelling unit per acre.
 - High density areas: zoned for densities greater than 1 dwelling unit per acre.
 - A mixed-use area with a residential component.
 - Exceeds more than 5% of the total land area (195,332 acres) in a Priority Preservation Area. This is equal to 9,766.6 acres.

DRAFT

Energy Storage Device Siting Standards Checklist
Public Utilities Article § 7-219(e)

The verbiage contained herein has been grouped and modified for ease of application. Please refer to state law for the exact wording. Under Public Utilities Article § 7-216, the Energy Storage Pilot Program authorizes the Public Service Commission to regulate a front-of-the-meter energy storage device with a cumulative size of between 5 MW and 10 MW, with a minimum of 15 MW-hours.

For projects that are **not** located at a commercial or industrial location, siting standards shall include:

Fencing: § 7-219(e)(1)(i):

- Provide nonbarbed wire fencing:
 - Around the energy storage device.
 - No more than 20 feet in height.
- Barbed wire fencing may be used around the substations or other critical infrastructure for protection of that infrastructure.

Landscaping: § 7-219(e)(1)(ii), § 7-219(e)(2) and § 7-219(e)(3):

Provide for a landscape buffer or vegetative screening:

- Not more than 25 feet in depth.
- Shall provide four-season visual screening of the front-of-the-meter energy storage device.
- A local jurisdiction may not require the use of a berm.

Additional internal site standards: § 7-219(e)(4)(i)-(iii):

- Minimize grading to the maximum extent possible.
- Shall not remove topsoil from the parcel but may move or temporarily stockpile topsoil for grading.
- May not use herbicides except to control invasive species in compliance with the Department of Agriculture's weed control program.

Approval Authority:

- **Energy Storage Systems:** The siting standards will be reviewed by staff, and only if a modification is requested, said modifications shall be reviewed and approved by the County Commissioners prior to the granting of site plan approval for the overall project. The Public Service Commission has the final authority to modify or waive the siting standards for these projects for good cause pursuant to § 7-219(g).

GORDON·FEINBLATT^{LLC}

ATTORNEYS AT LAW

Renewable Energy Certainty Act (SB931/HB1036) and Maryland Solar Projects April 21, 2025

The Maryland General Assembly recently enacted the Renewable Energy Certainty Act (SB931/HB1036) (hereinafter, “RECA”), introducing a comprehensive restructuring of the state’s solar siting and permitting framework. This legislation delineates state and local authority over solar siting, establishes uniform design requirements, expands procedural protections for EJ communities, and creates a new streamlined permitting process for distributed solar systems. While the core provisions under § 7–218 will take effect on July 1, 2025, developers who qualify should consider securing grandfathered status and/or aligning project design and community engagement practices with the new statutory requirements.

The exact interpretation and implementation of this legislation is impossible to predict as a bill of this nature will be subject to decisions by multiple levels of government and a variety of agencies. Below is an analysis of the bill and its anticipated application.

I. Will this law apply to my project?

Whether RECA applies to your project depends on its size, location, and permitting status. The law will apply to most solar energy projects larger than 1MW that submit for permit applications after July 1, 2025, unless they are located on rooftops, carports, or brownfields, or are behind-the-meter systems. Projects that have submitted either a CPCN or a local permit application before the effective date, are exempt and grandfathered under Maryland’s permitting regime as it existed prior to July 1, 2025.¹

Projects Under 1 MW

Solar projects with a capacity of 1 MWac or less are not subject to the requirements of § 7–218, as enacted by RECA. “This section applies only to a solar energy generating station that ... has the capacity to produce more than 1 megawatt of electricity as measured by the alternating current rating of the system’s station’s inverter[.]”²

These smaller systems continue to be governed primarily by local zoning and permitting laws, and RECA does not impose the statewide setback, screening, or decommissioning requirements on sub-1 MWac systems, nor does it limit local discretion in approving or denying such projects.

Projects Between 1 MW and 2 MW

The state has never preempted local authority for non-CPCN projects, leaving them fully subject to the local permitting and approval process. For projects between 1MW and 2MWs, HB1036 upends this history by establishing mandatory site design requirements and prohibiting local jurisdictions from imposing further requirements or effectively banning projects in certain areas. The key language instructs

¹ “This section applies only to a solar energy generating station that: (1) has the capacity to produce more than 1 megawatt of electricity as measured by the alternating current rating of the system’s station’s inverter; (2) (i) is designed to produce electricity for sale on the wholesale market; (ii) is a community solar energy generating system under § 7–306.2 of this title; or (iii) is part of aggregate net metering under § 7–306.3 of this title; and (3) is not located on a rooftop, carport, or brownfields site or behind the meter of a retail electric customer.” Md. Code Ann., Pub. Util. § 7–218(B) (2025), as enacted by H.B. 1036, 2025 Gen. Assemb., Reg. Sess.

² § 7–218(B)(1) (2025).

that “a local jurisdiction may not adopt zoning laws or other laws or regulations that prohibit the construction or operation of solar energy generating stations,” nor may it “deny site development plans” for projects that meet 7-218(F).

Projects in this size range are not required to obtain a CPCN,³ but they must comply with the statewide siting and design standards outlined in RECA.⁴ “When a person submits a site development plan to a local jurisdiction to construct a solar energy generating station with an electricity generating capacity of more than 1 megawatt but not more than 2 megawatts ... the local jurisdiction shall process the site development plan application as a permitted use ...[.]”⁵ T

In practice, this means that if a solar project satisfies the state’s setback, fencing, and visual screening standards, the county or municipality must process the application as a permitted use subject to administrative review.⁶ Counties may no longer require conditional uses, special exceptions, or floating zone approvals.⁷ This effectively preempts local discretion while ensuring small scale solar meets consistent statewide environmental and aesthetic standards.

Projects Over 2 MW (CPCN Projects)

Projects larger than 2 MW are still subject to the full CPCN process under § 7–207. Starting July 1, 2025, these projects must also comply with the mandatory siting and design requirements enacted by RECA.⁸ CPCN applications filed after July 1, 2025 must be designed from the outset to comply with these provisions, discussed in greater detail below. Projects submitted before that date may qualify for grandfathering, provided either a CPCN application or local permit application was submitted.⁹

In the future, community solar between 2 MW and 5 MW that meet the definition of a “distributed solar energy generating system” will become eligible for a streamlined Distributed Generation CPCN (DGCPCN).¹⁰ However, this process will not be available until the Commission adopts implementing regulations, which must occur no later than July 1, 2027.

Solar projects 2MWs or greater enjoy state preemption of local land use and zoning as interpreted and implemented by the Public Service Commission. For CPCN projects, RECA enhances this preemption by providing specific site design requirements, some of which have been historically left to local influence.

Grandfathering

RECA does not apply to projects that submit either a CPCN application or a local permit application before July 1, 2025. These projects are unaffected by the new siting and design standards.

³ § 7–207

⁴ § 7–218(F).

⁵ § 7–218(H)(2)(i).

⁶ § 7–218(F)(2)(ii).

⁷ Section 7–207(h)(3) states “a county or municipal corporation may not condition the approval of a local permit required under a certificate of public convenience and necessity issued under this section or a distributed generation certificate of public convenience and necessity issued under § 7–207.4 of this subtitle on receipt of any of the following approvals for any aspect of a generating station, an overhead transmission line, or a qualified lead line proposed to be constructed under the certificate: (i) a conditional use approval; (ii) a special exception approval; or (iii) a floating zone approval.”

⁸ § 7–218(F)

⁹ Section 5

¹⁰ § 7–207.4

This creates a limited opportunity for projects seeking to avoid the new standards. For projects requiring the CPCN process this will only be possible if a developer has already completed Power Plant Research Program’s (“PPRP”) pre-application meeting and met the 45-day waiting period. PPRP’s pre-application meetings are currently scheduled beyond July 1, 2025, making it infeasible for new projects to satisfy the CPCN pre-filing requirements before the effective date of RECA. That said, if a project is below 2MWs and will have difficulty complying with one or more elements of the new design standards, it is advisable to submit applications before the law takes effect.

II. New Statewide Site Design Requirements

Now that we understand which projects are affected, the next step is to examine the specific design and siting requirements established under the new law:

- **Setbacks:** At least “...150 feet between the solar energy generating station and nearest wall of a residential dwelling,” and “...100 feet between the solar energy generating station all property lines, not including property lines that bisect the interior of a project area.”¹¹ Setbacks are measured “from the property boundary to the nearest solar array or accessory equipment”¹² and do not apply to “any interconnection tie line or facility that connects a solar energy generating system to the electric system.”¹³
- **Fencing:** Non barbed wire fencing is required, and must be “not more than 20 feet in height,” placed “on the interior of a landscape buffer or immediately adjacent to a solar energy generating station,” and only use “black or green vinyl wire mesh if the owner proposes to use chain link fencing.” Fencing may not exceed 20 feet in height and must be at least 50 feet from any public road right-of-way. Barbed wire may only be used around substations or critical infrastructure.¹⁴
- **Landscape Buffering and Vegetative Screening:** Visual buffers are mandatory and shall “be not more than 35 feet wide.”¹⁵ The visual buffer “shall mitigate the visual impact of the solar energy generating station on a preservation area, rural legacy area, priority preservation area, public park, scenic river or byway, designated heritage area, or historic structure or site listed on or eligible for the national register of historic places or relevant county register of historic places.”¹⁶ A landscape buffer of up to 35 feet must be planted in areas lacking preexisting 50-foot-wide wooded vegetation.¹⁷ Plants must be more than 4 feet in height at planting and reach screening function within five years.¹⁸ The buffer must maintain a 90% survival threshold and be maintained throughout the life of the project under a formal maintenance agreement with a watering plan.¹⁹
- **Lighting:** Facilities “may not emit visible light during dusk-to-dawn operations,” except as required for safety or emergencies.²⁰ Structures and solar arrays must not exceed an average height of 15 feet, except where agricultural co-use applies.²¹
- **Emergency Coordination:** Developers must provide notice to emergency services, including a

¹¹ § 7-218(F)(2)(i)–(ii).

¹² § 7-218(F)(9)(i).

¹³ 7-218(F)(9)(ii).

¹⁴ § 7-218(F)(2)(iii).

¹⁵ § 7-218(F)(4)(i).

¹⁶ § 7-218(F)(2)(iv).

¹⁷ § 7-218(F)(4)(ii)(2).

¹⁸ § 7-218(F)(4)(V)(3)–(4).

¹⁹ § 7-218(F)(4)(viii).

²⁰ § 7-218(F)(7).

²¹ § 7-218(F)(8)(i)–(ii).

map of all collector and isolator switches.²²

- **Waivers via County Siting Agreements:** Counties may negotiate siting agreements with developers that allow for less stringent requirements than those imposed under 7–218(F). These must be documented in writing and submitted to the PSC or local authority reviewing the project if “that provides less stringent restrictions ²⁶ than those specified under this subsection”.²³

These requirements will increase front-end design obligations but will offer more certainty and predictability, particularly in jurisdictions that previously imposed ad hoc design mandates.

III. Environmental Justice And Public Outreach

RECA introduces new procedural requirements for solar projects located in or near “overburdened and underserved communities,” commonly referred to as Environmental Justice (“EJ”) communities. These provisions are aimed at increasing transparency and allowing impacted communities to have an opportunity to participate in the process with additional notice.

For projects located in EJ communities as defined in the Environment Article § 1-701, RECA imposes additional community engagement requirements. Developers must hold at least two public meetings within 10 miles of the project site, aimed at collecting and addressing community feedback.²⁴

This provision applies both to projects seeking a CPCN from the Commission and to projects between 1 MW and 2 MW that must obtain local site plan approval.

IV. Decommissioning Requirements

Before the enactment of RECA, decommissioning requirements were developed through multiple rounds of submissions to PPRP and the PSC, resulting in ad hoc, case-by-case determinations.

RECA now requires all solar projects above 1MW to implement a decommissioning agreement and financial assurance that meets minimum standards, which will be provided in a form from the Commission.²⁵ The statute provides:

“A person constructing a solar energy generating station subject to this section shall: (1) shall enter into a decommissioning agreement with the commission on a form that the commission provides; (2) shall post a surety bond with the commission for not more than 125% of the estimated future cost of decommissioning the solar energy generating station and its related infrastructure, less any salvage value; and (3) shall execute a securitization bond true-up every 5 years.”

V. Distributed Generation Certificate Of Public Convenience And Necessity (DGPCN)

RECA introduces a new, streamlined permitting pathway called the “Distributed Generation Certificate of Public Convenience and Necessity” for mid-size projects.²⁶ The eventual implementation of the DGPCN process remains at least two years away and should not delay current filings.

²² § 7–218(F)(2)(vii).

²³ § 7–218(F)(10).

²⁴ § 7–218(E)(1).

²⁵ § 7–218(G)

²⁶ § 7–207.4(A)(2). DGPCN is defined in statute as: “a certificate issued by the commission under this section that authorizes the construction and operation of a distributed solar energy generating system.”

A “distributed solar energy generating system” is defined as a community solar project that would otherwise require a CPCN under § 7–207 if not for obtaining a DGPCN, has a capacity between 2 and 5 megawatts (AC), and is located outside a municipal corporation.²⁷

The DGPCN process is not yet effective and RECA establishes a two-stage implementation schedule:

- By July 1, 2026, the PPRP must propose standard siting and design requirements and licensing conditions.

Section 7–207.4(B)(1) states “on or before July 1, 2026, the power plant research program, after giving notice and opportunity for public comment, shall develop and submit to the commission proposed standard siting and design requirements and proposed standard licensing conditions for the issuance of a DGPCN.”

- By July 1, 2027, the Commission must adopt final regulations to implement the program.

Section 7–207.4(C)(1) states “on or before July 1, 2027, the Commission shall adopt regulations to: (i) implement standard siting and design requirements and standard licensing conditions for a DGPCN ...”

Until these deadlines are met, projects falling within the 2–5 MW range must continue using the standard CPCN process under § 7–207.

²⁷ § 7–207.4(A)(3)(i)–(iii)

SENATE BILL 931

C5, M5

(5lr1535)

ENROLLED BILL— *Education, Energy, and the Environment/Economic Matters* —Introduced by **Senator Feldman**

Read and Examined by Proofreaders:

Proofreader._____
Proofreader.

Sealed with the Great Seal and presented to the Governor, for his approval this

_____ day of _____ at _____ o'clock, _____ M.

President.

CHAPTER _____

1 AN ACT concerning

2 **Public Utilities – Generating Stations – Generation and Siting**
3 **(Renewable Energy Certainty Act)**

4 FOR the purpose of altering the factors the Public Service Commission must consider before
 5 taking final action on a certificate of public convenience and necessity; *establishing*
 6 *a distributed generation certificate of public convenience and necessity to authorize*
 7 *the construction and operation of a certain distributed solar energy generating system;*
 8 *requiring the Power Plant Research Program, by a certain date, to develop and submit*
 9 *to the Commission proposed siting and design requirements and licensing conditions;*
 10 establishing certain requirements for the construction of a certain solar energy
 11 generating station or front-of-the-meter energy storage device; prohibiting a local
 12 jurisdiction from adopting certain laws or regulations or denying certain site
 13 development plans under certain circumstances; requiring a local government to
 14 expedite the review and approval of certain site development plans under certain
 15 circumstances; ~~authorizing a local government to establish a certain community~~

EXPLANATION: CAPITALS INDICATE MATTER ADDED TO EXISTING LAW.

[Brackets] indicate matter deleted from existing law.

Underlining indicates amendments to bill.~~Strike out~~ indicates matter stricken from the bill by amendment or deleted from the law by amendment.*Italics indicate opposite chamber/conference committee amendments.*

~~solar energy generating system automatic enrollment program under certain circumstances~~; establishing certain requirements for the sale, lease, and installation of certain residential rooftop solar energy generating systems; ~~requiring the Department of Natural Resources to update a certain tool and analyze State-owned land suitable for solar energy development~~; requiring the Maryland Department of Labor to develop a special solar contractor license; requiring the Commission to conduct a certain study to establish a process by which the Commission may establish certain ~~partnerships~~ procurement models; and generally relating to generating stations.

~~BY repealing and reenacting, without amendments,~~

~~Article – Public Utilities~~

~~Section 7-207(d)~~

~~Annotated Code of Maryland~~

~~(2020 Replacement Volume and 2024 Supplement)~~

BY repealing and reenacting, with amendments,

Article – Natural Resources

Section 3-306(a)(1)

Annotated Code of Maryland

(2023 Replacement Volume and 2024 Supplement)

BY repealing and reenacting, with amendments,

Article – Public Utilities

~~Section 7-207(e) and 7-306.2(a), (e), and (d)(7)~~ Section 7-207(b)(1)(i) and (ii), (e), and (h), 7-207.1(c)(1), and 7-306.2(a), (c), and (d)(7)

Annotated Code of Maryland

(2020 Replacement Volume and 2024 Supplement)

BY repealing and reenacting, without amendments,

Article – Public Utilities

Section 7-207(d)

Annotated Code of Maryland

(2020 Replacement Volume and 2024 Supplement)

BY adding to

Article – Public Utilities

Section 7-207.4, 7-218, 7-219, ~~7-306.2(e)~~, and 7-320

Annotated Code of Maryland

(2020 Replacement Volume and 2024 Supplement)

BY adding to

Article – State Government

Section 9-2017

Annotated Code of Maryland

(2021 Replacement Volume and 2024 Supplement)

SECTION 1. BE IT ENACTED BY THE GENERAL ASSEMBLY OF MARYLAND,
That the Laws of Maryland read as follows:

Article – Natural Resources

3-306.

(a) (1) *Notwithstanding anything to the contrary in this article or the Public Utilities Article, on application to the Public Service Commission for a certificate of public convenience and necessity associated with power plant construction **IN ACCORDANCE WITH § 7-207 OF THE PUBLIC UTILITIES ARTICLE**, the Commission shall notify immediately the Department [of Natural Resources] and the Department of the Environment of the application.*

Article – Public Utilities

7-207.

(b) (1) (i) *[Unless] **EXCEPT AS PROVIDED IN SUBPARAGRAPH (II) OF THIS PARAGRAPH, UNLESS** a certificate of public convenience and necessity for the construction is first obtained from the Commission, a person may not begin construction in the State of:*

1. a generating station; or

2. a qualified generator lead line.

(ii) *[If a person obtains Commission approval for construction under § 7-207.1 of this subtitle, the Commission shall exempt a person from the requirement to obtain a certificate of public convenience and necessity under this section] **A PERSON IS NOT REQUIRED TO OBTAIN A CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY UNDER THIS SECTION IF THE PERSON OBTAINS:***

*1. **COMMISSION APPROVAL FOR CONSTRUCTION UNDER § 7-207.1 OF THIS SUBTITLE; OR***

*2. **A DISTRIBUTED GENERATION CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY UNDER § 7-207.4 OF THIS SUBTITLE.***

(d) (1) (i) The Commission shall provide an opportunity for public comment and hold a public hearing on the application for a certificate of public convenience and necessity in each county and municipal corporation in which any portion of the construction of a generating station, an overhead transmission line designed to carry a voltage in excess of 69,000 volts, or a qualified generator lead line is proposed to be located.

(ii) The Commission may hold the public hearing virtually rather than in person if the Commission provides a comparable opportunity for public comment and participation in the hearing.

(2) The Commission shall hold the public hearing jointly with the governing body of the county or municipal corporation in which any portion of the construction of the generating station, overhead transmission line, or qualified generator lead line is proposed to be located, unless the governing body declines to participate in the hearing.

(3) (i) Once in each of the 4 successive weeks immediately before the hearing date, the Commission shall provide weekly notice of the public hearing and an opportunity for public comment:

1. by advertisement in a newspaper of general circulation in the county or municipal corporation affected by the application;

2. on two types of social media; and

3. on the Commission's website.

(ii) Before a public hearing, the Commission shall coordinate with the governing body of the county or municipal corporation in which any portion of the construction of the generating station, overhead transmission line, or qualified generator lead line is proposed to be located to identify additional options for providing, in an efficient and cost-effective manner, notice of the public hearing through other types of media that are familiar to the residents of the county or municipal corporation.

(4) (i) On the day of a public hearing, an informational sign shall be posted prominently at or near each public entrance of the building in which the public hearing will be held.

(ii) The informational sign required under subparagraph (i) of this paragraph shall:

1. state the time, room number, and subject of the public hearing; and

2. be at least 17 by 22 inches in size.

(iii) If the public hearing is conducted virtually rather than in person, the Commission shall provide information on the hearing prominently on the Commission's website.

(5) (i) The Commission shall ensure presentation and recommendations from each interested State unit, and shall allow representatives of each State unit to sit during hearing of all parties.

1 (ii) The Commission shall allow each State unit 15 days after the
2 conclusion of the hearing to modify the State unit's initial recommendations.

3 (e) The Commission shall take final action on an application for a certificate of
4 public convenience and necessity only after due consideration of:

5 (1) the recommendation of the governing body of each county or municipal
6 corporation in which any portion of the construction of the generating station, overhead
7 transmission line, or qualified generator lead line is proposed to be located;

8 (2) the effect of the generating station, overhead transmission line, or
9 qualified generator lead line on:

10 (i) the stability and reliability of the electric system;

11 (ii) economics;

12 (iii) esthetics;

13 (iv) historic sites;

14 (v) aviation safety as determined by the Maryland Aviation
15 Administration and the administrator of the Federal Aviation Administration;

16 (vi) when applicable, air quality and water pollution; and

17 (vii) the availability of means for the required timely disposal of
18 wastes produced by any generating station;

19 (3) the effect of climate change on the generating station, overhead
20 transmission line, or qualified generator lead line based on the best available scientific
21 information recognized by the Intergovernmental Panel on Climate Change; [and]

22 (4) for a generating station:

23 (i) the consistency of the application with the comprehensive plan
24 and zoning of each county or municipal corporation where any portion of the generating
25 station is proposed to be located;

26 (ii) the efforts to resolve any issues presented by a county or
27 municipal corporation where any portion of the generating station is proposed to be located;

28 (iii) the impact of the generating station on the quantity of annual
29 and long-term statewide greenhouse gas emissions, measured in the manner specified in §
30 2-1202 of the Environment Article and based on the best available scientific information
31 recognized by the Intergovernmental Panel on Climate Change; and

(iv) the consistency of the application with the State's climate commitments for reducing statewide greenhouse gas emissions, including those specified in Title 2, Subtitle 12 of the Environment Article; AND

(5) FOR A SOLAR ENERGY GENERATING STATION SPECIFIED UNDER § 7-218 OF THIS SUBTITLE, WHETHER THE OWNER OF A PROPOSED SOLAR ENERGY GENERATING STATION COMPLIES WITH THE SITE REQUIREMENTS ~~OF~~ UNDER § 7-218(F) OF THIS SUBTITLE.

(h) (1) A county or municipal corporation has the authority to approve or deny any local permit required under a certificate of public convenience and necessity issued under this section OR A DISTRIBUTED GENERATION CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY ISSUED UNDER § 7-207.4 OF THIS SUBTITLE.

(2) A county or municipal corporation shall approve or deny any local permits required under a certificate of public convenience and necessity issued under this section OR A DISTRIBUTED GENERATION CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY ISSUED UNDER § 7-207.4 OF THIS SUBTITLE:

(i) within a reasonable time; and

(ii) to the extent local laws are not preempted by State law, in accordance with local laws.

(3) A county or municipal corporation may not condition the approval of a local permit required under a certificate of public convenience and necessity issued under this section OR A DISTRIBUTED GENERATION CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY ISSUED UNDER § 7-207.4 OF THIS SUBTITLE on receipt of any of the following approvals for any aspect of a generating station, an overhead transmission line, or a qualified lead line proposed to be constructed under the certificate:

(i) a conditional use approval;

(ii) a special exception approval; or

(iii) a floating zone approval.

7-207.1.

(c) (1) The Commission shall require a person that is exempted from the requirement to obtain a certificate of public convenience and necessity UNDER § 7-207(B)(1)(II) 1 OF THIS SUBTITLE to obtain approval from the Commission under this section before the person may construct a generating station described in subsection (b) of this section.

7-207.4.

(A) (1) IN THIS SECTION THE FOLLOWING WORDS HAVE THE MEANINGS INDICATED.

(2) "DISTRIBUTED GENERATION CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY" OR "DGCPCN" MEANS A CERTIFICATE ISSUED BY THE COMMISSION UNDER THIS SECTION THAT AUTHORIZES THE CONSTRUCTION AND OPERATION OF A DISTRIBUTED SOLAR ENERGY GENERATING SYSTEM.

(3) "DISTRIBUTED SOLAR ENERGY GENERATING SYSTEM" MEANS A COMMUNITY SOLAR ENERGY GENERATING SYSTEM, AS DEFINED IN § 7-306.2 OF THIS TITLE, THAT:

(I) WOULD BE REQUIRED TO OBTAIN A CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY UNDER § 7-207 OF THIS SUBTITLE IF THE SYSTEM DOES NOT OBTAIN A DGCPCN UNDER THIS SECTION;

(II) HAS A CAPACITY TO PRODUCE MORE THAN 2 MEGAWATTS BUT NOT MORE THAN 5 MEGAWATTS OF ALTERNATING CURRENT AS MEASURED BY THE ALTERNATING CURRENT RATING OF THE SYSTEM'S INVERTER; AND

(III) IS NOT LOCATED WITHIN A MUNICIPAL CORPORATION.

(4) "FOREST" HAS THE MEANING STATED IN § 5-1601 OF THE NATURAL RESOURCES ARTICLE.

(5) "POWER PLANT RESEARCH PROGRAM" MEANS THE PROGRAM WITHIN THE DEPARTMENT OF NATURAL RESOURCES UNDER TITLE 3, SUBTITLE 3 OF THE NATURAL RESOURCES ARTICLE.

(6) "STANDARD LICENSING CONDITIONS" MEANS THE PREDETERMINED LICENSING CONDITIONS ADOPTED BY THE COMMISSION UNDER THIS SECTION FOR THE CONSTRUCTION AND OPERATION OF A DISTRIBUTED SOLAR ENERGY GENERATING SYSTEM THAT HAS BEEN ISSUED A DGCPCN UNDER THIS SECTION.

(7) "STANDARD SITING AND DESIGN REQUIREMENTS" MEANS THE PREDETERMINED OBJECTIVE REQUIREMENTS ADOPTED BY THE COMMISSION UNDER THIS SECTION FOR THE SITING AND DESIGN OF A DISTRIBUTED SOLAR ENERGY GENERATING SYSTEM THAT HAS BEEN ISSUED A DGCPCN UNDER THIS SECTION.

1 (B) (1) ON OR BEFORE JULY 1, 2026, THE POWER PLANT RESEARCH
2 PROGRAM, AFTER GIVING NOTICE AND OPPORTUNITY FOR PUBLIC COMMENT, SHALL
3 DEVELOP AND SUBMIT TO THE COMMISSION PROPOSED STANDARD SITING AND
4 DESIGN REQUIREMENTS AND PROPOSED STANDARD LICENSING CONDITIONS FOR
5 THE ISSUANCE OF A DGCPCN.

6 (2) IN DEVELOPING THE PROPOSED STANDARD SITING AND DESIGN
7 REQUIREMENTS AND THE PROPOSED STANDARD LICENSING CONDITIONS, THE
8 POWER PLANT RESEARCH PROGRAM SHALL:

9 (I) CONSIDER ACHIEVEMENT OF THE STATE'S CLIMATE AND
10 RENEWABLE ENERGY COMMITMENTS;

11 (II) CONSIDER REASONABLE SETBACKS AND LANDSCAPE
12 SCREENING REQUIREMENTS;

13 (III) CONSIDER ENVIRONMENTAL PRESERVATION, INCLUDING
14 PROHIBITIONS ON FOREST CLEARANCE EXCEPT WHERE NECESSARY TO:

15 1. REDUCE SOLAR PANEL SHADING NEAR THE
16 PERIMETER OF THE PROJECT SITE;

17 2. FACILITATE INTERCONNECTION INFRASTRUCTURE;
18 AND

19 3. ENSURE ADEQUATE SITE ACCESS;

20 (IV) CONSIDER STORMWATER MANAGEMENT, EROSION AND
21 SEDIMENT CONTROL, AND SITE STABILIZATION, ACCOUNTING FOR:

22 1. THE EFFECTS ON RUNOFF FROM SOLAR PANELS AND
23 ASSOCIATED EQUIPMENT;

24 2. THE EFFECTS OF SOIL CHARACTERISTICS AND
25 COMPACTION ON RUNOFF; AND

26 3. THE EFFECTS OF THE GROUND COVER UNDER AND
27 BETWEEN THE SOLAR PANELS ON RUNOFF;

28 (V) CONSIDER MINIMIZATION AND MITIGATION OF THE EFFECTS
29 OF A DISTRIBUTED SOLAR ENERGY GENERATING SYSTEM ON HISTORIC SITES;

30 (VI) CONSIDER PUBLIC SAFETY;

1 (VII) CONSIDER INDUSTRY BEST PRACTICES;

2 (VIII) CONSIDER ENSURING THE STABILITY AND RELIABILITY OF
3 THE ELECTRIC SYSTEM BY REQUIRING THE APPLICANT TO SUBMIT A SIGNED
4 INTERCONNECTION AGREEMENT WITH THE ELECTRIC COMPANY BEFORE THE START
5 OF CONSTRUCTION;

6 (IX) CONSIDER LICENSING CONDITIONS PREVIOUSLY ADOPTED
7 BY THE COMMISSION FOR SOLAR ENERGY GENERATING SYSTEMS, INCLUDING
8 REQUIREMENTS RELATED TO DECOMMISSIONING;

9 (X) ENSURE THE STANDARD SITING AND DESIGN
10 REQUIREMENTS ARE CONSISTENT WITH § 7-218 OF THIS SUBTITLE; AND

11 (XI) CONSIDER ANY OTHER REQUIREMENTS DETERMINED
12 NECESSARY BY THE POWER PLANT RESEARCH PROGRAM.

13 (C) (1) SUBJECT TO PARAGRAPH (2) OF THIS SUBSECTION, ON OR BEFORE
14 JULY 1, 2027, THE COMMISSION SHALL ADOPT REGULATIONS TO:

15 (I) IMPLEMENT STANDARD SITING AND DESIGN
16 REQUIREMENTS AND STANDARD LICENSING CONDITIONS FOR A DGPCN;

17 (II) SPECIFY THE FORM OF THE APPLICATION FOR A
18 DISTRIBUTED SOLAR ENERGY GENERATING SYSTEM TO RECEIVE A DGPCN AND
19 ANY APPLICATION FEE;

20 (III) SPECIFY THE COMMISSION'S PROCEDURE FOR PROCESSING
21 AN APPLICATION FOR A DGPCN; AND

22 (IV) ESTABLISH THE TIME PERIOD WITHIN WHICH THE POWER
23 PLANT RESEARCH PROGRAM MUST MAKE THE DETERMINATION UNDER SUBSECTION
24 (F) OF THIS SECTION.

25 (2) THE COMMISSION SHALL:

26 (I) CONSIDER THE PROPOSED STANDARD SITING AND DESIGN
27 REQUIREMENTS AND THE PROPOSED STANDARD LICENSING CONDITIONS
28 DEVELOPED BY THE POWER PLANT RESEARCH PROGRAM IN ADOPTING THE
29 REGULATIONS UNDER THIS SUBSECTION; AND

30 (II) ENSURE REGULATIONS ADOPTED TO IMPLEMENT STANDARD
31 SITING AND DESIGN REQUIREMENTS ARE CONSISTENT WITH § 7-218 OF THIS
32 SUBTITLE.

1 (3) (I) THE COMMISSION, IN CONSULTATION WITH THE POWER
2 PLANT RESEARCH PROGRAM, MAY PERIODICALLY SOLICIT PUBLIC COMMENTS
3 REGARDING IMPROVEMENTS TO THE STANDARD SITING AND DESIGN
4 REQUIREMENTS AND STANDARD LICENSING CONDITIONS FOR A DGCPCN.

5 (II) THE PROCESS FOR SOLICITING PUBLIC COMMENTS UNDER
6 SUBPARAGRAPH (I) OF THIS PARAGRAPH SHALL BE THE SAME AS THE PROCESS FOR
7 SOLICITING PUBLIC COMMENT REGARDING THE ADOPTION OF A REGULATION.

8 (4) (I) THE COMMISSION AND THE DEPARTMENT OF NATURAL
9 RESOURCES MAY JOINTLY SET AN APPLICATION FEE FOR A DGCPCN APPLICATION
10 AT AN AMOUNT THAT THE COMMISSION AND THE DEPARTMENT OF NATURAL
11 RESOURCES DETERMINE MAY OFFSET THE ADMINISTRATIVE COSTS OF THE
12 DGCPCN APPROVAL PROCESS THAT ARE INCURRED BY THE COMMISSION AND THE
13 DEPARTMENT OF NATURAL RESOURCES.

14 (II) THE ADMINISTRATIVE COSTS UNDER SUBPARAGRAPH (I) OF
15 THIS PARAGRAPH SHALL BE BASED ON AN ESTIMATE OF THE NUMBER OF DGCPCN
16 APPLICATIONS THAT WILL BE FILED WITH THE COMMISSION EACH YEAR.

17 (D) (1) A PERSON MAY NOT BEGIN CONSTRUCTION OF A DISTRIBUTED
18 SOLAR ENERGY GENERATING SYSTEM UNLESS:

19 (I) A DGCPCN IS FIRST OBTAINED FROM THE COMMISSION IN
20 ACCORDANCE WITH THIS SECTION; OR

21 (II) A CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY IS
22 FIRST OBTAINED FROM THE COMMISSION IN ACCORDANCE WITH § 7-207 OF THIS
23 SUBTITLE.

24 (2) AT LEAST 30 DAYS BEFORE SUBMITTING AN APPLICATION FOR A
25 DGCPCN TO THE COMMISSION, THE APPLICANT SHALL SUBMIT A COPY OF THE
26 APPLICATION TO THE GOVERNING BODY OF THE COUNTY IN WHICH THE
27 DISTRIBUTED SOLAR ENERGY GENERATING SYSTEM IS PROPOSED TO BE LOCATED.

28 (3) WHEN A PERSON SUBMITS AN APPLICATION FOR A DGCPCN TO
29 THE COMMISSION, THE PERSON SHALL SUBMIT A COPY OF THE APPLICATION TO THE
30 POWER PLANT RESEARCH PROGRAM.

31 (E) (1) AFTER RECEIVING AN APPLICATION FOR A DGCPCN BUT BEFORE
32 A DETERMINATION IS MADE UNDER SUBSECTION (F) OF THIS SECTION, THE
33 COMMISSION SHALL PROVIDE AN OPPORTUNITY FOR PUBLIC COMMENT AND HOLD A
34 PUBLIC HEARING ON AN APPLICATION FOR A DGCPCN IN EACH COUNTY IN WHICH

1 ANY PORTION OF THE CONSTRUCTION OF THE DISTRIBUTED SOLAR ENERGY
2 GENERATING SYSTEM IS PROPOSED TO BE LOCATED.

3 (2) THE COMMISSION MAY HOLD THE PUBLIC HEARING VIRTUALLY
4 RATHER THAN IN PERSON IF THE COMMISSION PROVIDES A COMPARABLE
5 OPPORTUNITY FOR PUBLIC COMMENT AND PARTICIPATION IN THE HEARING.

6 (F) (1) AFTER AN APPLICATION FOR A DGPCN IS FILED WITH THE
7 COMMISSION AND WITHIN THE TIME PERIOD SET BY THE COMMISSION UNDER
8 SUBSECTION (C)(1)(IV) OF THIS SECTION, THE POWER PLANT RESEARCH PROGRAM
9 SHALL:

10 (I) DETERMINE WHETHER THE DISTRIBUTED SOLAR ENERGY
11 GENERATING SYSTEM SATISFIES THE STANDARD SITING AND DESIGN
12 REQUIREMENTS FOR THE DGPCN; AND

13 (II) NOTIFY THE COMMISSION IN WRITING AS TO THE
14 DETERMINATION MADE UNDER ITEM (I) OF THIS PARAGRAPH, INCLUDING HOW AN
15 APPLICATION THAT IS DETERMINED NOT TO SATISFY THE STANDARD SITING AND
16 DESIGN REQUIREMENTS CAN CURE THE DEFICIENCY.

17 (2) IN MAKING A DETERMINATION UNDER PARAGRAPH (1) OF THIS
18 SUBSECTION, THE POWER PLANT RESEARCH PROGRAM SHALL CONSIDER PUBLIC
19 COMMENTS RECEIVED BY THE COMMISSION.

20 (G) (1) WITHIN 60 DAYS AFTER THE POWER PLANT RESEARCH PROGRAM
21 MAKES ITS DETERMINATION UNDER SUBSECTION (F)(1) OF THIS SECTION, THE
22 COMMISSION SHALL SCHEDULE A HEARING TO CONSIDER THE APPLICATION FOR A
23 DGPCN.

24 (2) (I) AT THE HEARING UNDER PARAGRAPH (1) OF THIS
25 SUBSECTION, THE COMMISSION SHALL DETERMINE WHETHER THE PROPOSED
26 DISTRIBUTED SOLAR ENERGY GENERATING SYSTEM SATISFIES THE STANDARD
27 SITING AND DESIGN REQUIREMENTS.

28 (II) THE COMMISSION SHALL ISSUE A DGPCN TO AN
29 APPLICANT TO CONSTRUCT A PROPOSED DISTRIBUTED SOLAR ENERGY GENERATING
30 SYSTEM SUBJECT TO THE STANDARD LICENSING CONDITIONS IF THE COMMISSION
31 DETERMINES THAT THE PROPOSED DISTRIBUTED SOLAR ENERGY GENERATING
32 SYSTEM SATISFIES THE STANDARD SITING AND DESIGN REQUIREMENTS.

33 (III) THE COMMISSION MAY NOT ISSUE A DGPCN TO AN
34 APPLICANT IF THE PROPOSED DISTRIBUTED SOLAR ENERGY GENERATING SYSTEM
35 DOES NOT SATISFY EACH OF THE STANDARD SITING AND DESIGN REQUIREMENTS.

1 ~~(3)~~ IN MAKING A DETERMINATION UNDER THIS SUBSECTION, THE
2 COMMISSION SHALL CONSIDER PUBLIC COMMENTS RECEIVED BY THE COMMISSION
3 UNDER SUBSECTION (E) OF THIS SECTION.

4 ~~(H)~~ (1) A DGPCPN ISSUED BY THE COMMISSION UNDER THIS SECTION
5 SHALL REQUIRE THE PERSON CONSTRUCTING THE DISTRIBUTED SOLAR ENERGY
6 GENERATING SYSTEM TO OBTAIN THE FOLLOWING PERMITS AND APPROVALS FROM
7 THE COUNTY, MUNICIPAL CORPORATION, OR SOIL CONSERVATION DISTRICT IN
8 WHICH THE SYSTEM IS TO BE CONSTRUCTED:

9 ~~(I)~~ SITE PLAN APPROVAL;

10 ~~(II)~~ STORMWATER MANAGEMENT PLAN APPROVAL;

11 ~~(III)~~ EROSION AND SEDIMENT CONTROL PLAN APPROVAL;

12 ~~(IV)~~ ALL APPLICABLE BUILDING AND ELECTRICAL PERMITS; AND

13 ~~(V)~~ ANY ADDITIONAL LOCAL PERMIT REQUIRED BY THE
14 STANDARD LICENSING CONDITIONS.

15 ~~(2)~~ THE PROVISIONS OF § 7-207(H) OF THIS SUBTITLE SHALL APPLY
16 TO ANY PERMITS AND APPROVALS REQUIRED UNDER PARAGRAPH (1) OF THIS
17 SUBSECTION.

18 ~~(I)~~ A DGPCPN ISSUED BY THE COMMISSION UNDER THIS SECTION HAS
19 THE SAME FORCE AND EFFECT AS A CERTIFICATE OF PUBLIC CONVENIENCE AND
20 NECESSITY ISSUED UNDER § 7-207 OF THIS SUBTITLE.

21 7-218.

22 ~~(A)~~ (1) IN THIS SECTION THE FOLLOWING WORDS HAVE THE MEANINGS
23 INDICATED.

24 ~~(2)~~ “AGRIVOLTAICS” HAS THE MEANING STATED IN § 7-306.2 OF THIS
25 TITLE.

26 ~~(2)~~ (3) “BROWNFIELDS SITE” HAS THE MEANING STATED IN §
27 7-207 OF THIS SUBTITLE.

28 ~~(3)~~ (4) “LOCAL JURISDICTION” INCLUDES COUNTIES, MUNICIPAL
29 CORPORATIONS, AND OTHER FORMS OF LOCAL GOVERNMENT.

~~(4)~~ (5) “PRIORITY PRESERVATION AREA” MEANS AN AREA CERTIFIED AS A PRIORITY PRESERVATION AREA UNDER § 2-518 OF THE AGRICULTURE ARTICLE.

~~(5)~~ (6) (I) “PROJECT AREA” MEANS AN AREA WITHIN WHICH CONSTRUCTION, MATERIALS AND EQUIPMENT STORAGE, GRADING, LANDSCAPING, AND RELATED ACTIVITIES FOR A PROJECT MAY OCCUR.

(II) “PROJECT AREA” INCLUDES ONE OR MORE CONTIGUOUS PARCELS OR PROPERTIES UNDER THE SAME OWNERSHIP OR LEASE AGREEMENT.

(B) THIS SECTION APPLIES ONLY TO A SOLAR ENERGY GENERATING STATION THAT:

(1) HAS THE CAPACITY TO PRODUCE MORE THAN ~~2 MEGAWATTS~~ 1 MEGAWATT OF ELECTRICITY AS MEASURED BY THE ALTERNATING CURRENT RATING OF THE ~~SYSTEM'S~~ STATION'S INVERTER;

(2) (I) IS DESIGNED TO PRODUCE ELECTRICITY FOR SALE ON THE WHOLESALE MARKET; ~~OR~~

(II) IS A COMMUNITY SOLAR ENERGY GENERATING SYSTEM UNDER § 7-306.2 OF THIS TITLE; OR

(III) IS PART OF AGGREGATE NET METERING UNDER § 7-306.3 OF THIS TITLE; AND

(3) IS NOT LOCATED ON A ROOFTOP, CARPORT, OR BROWNFIELDS SITE OR BEHIND THE METER OF A RETAIL ELECTRIC CUSTOMER.

(C) A PERSON MAY NOT BEGIN CONSTRUCTION OF A SOLAR ENERGY GENERATING STATION UNLESS:

(1) ~~THE CONSTRUCTION HAS BEEN APPROVED BY THE COMMISSION IN ACCORDANCE WITH~~ OR, FOR A SOLAR ENERGY GENERATING STATION THAT HAS THE CAPACITY TO PRODUCE NOT MORE THAN 2 MEGAWATTS OF ELECTRICITY AS MEASURED BY THE ALTERNATING CURRENT RATING OF THE STATION'S INVERTER, THE LOCAL JURISDICTION VERIFIES THAT THE PROPOSED CONSTRUCTION MEETS ALL OF THE SITE REQUIREMENTS UNDER SUBSECTION (F) OF THIS SECTION; AND

(2) ~~(4)~~ FOR A SOLAR ENERGY GENERATING STATION THAT HAS THE CAPACITY TO PRODUCE MORE THAN 2 MEGAWATTS OF ELECTRICITY AS MEASURED BY THE ALTERNATING CURRENT RATING OF THE STATION'S INVERTER:

1 (1) A CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY
2 HAS BEEN ISSUED IN ACCORDANCE WITH § 7-207 OF THIS SUBTITLE; ~~OR~~

3 (II) A DISTRIBUTED GENERATION CERTIFICATE OF PUBLIC
4 CONVENIENCE AND NECESSITY HAS BEEN ISSUED IN ACCORDANCE WITH § 7-207.4
5 OF THIS SUBTITLE; OR

6 (III) THE CONSTRUCTION HAS BEEN APPROVED BY THE
7 COMMISSION IN ACCORDANCE WITH § 7-207.1 OF THIS SUBTITLE; AND

8 (3) THE CONSTRUCTION HAS RECEIVED APPROVAL FOR ALL LOCAL
9 PERMITS REQUIRED UNDER § 7-207(H) OF THIS SUBTITLE.

10 (D) ~~ON RECEIPT OF AN APPLICATION FOR APPROVAL UNDER THIS SECTION,~~
11 ~~THE COMMISSION SHALL PROVIDE IMMEDIATE NOTICE OR REQUIRE THE~~
12 ~~APPLICANT TO PROVIDE IMMEDIATE NOTICE OF THE APPLICATION TO:~~

13 (1) ~~THE GOVERNING BODY OF EACH COUNTY OR MUNICIPAL~~
14 ~~CORPORATION IN WHICH ANY PORTION OF THE SOLAR ENERGY GENERATING~~
15 ~~STATION IS PROPOSED TO BE CONSTRUCTED;~~

16 (2) ~~THE GOVERNING BODY OF EACH COUNTY OR MUNICIPAL~~
17 ~~CORPORATION WITHIN 1 MILE OF THE PROPOSED LOCATION OF THE SOLAR ENERGY~~
18 ~~GENERATING STATION;~~

19 (3) ~~EACH MEMBER OF THE GENERAL ASSEMBLY REPRESENTING ANY~~
20 ~~PART OF A COUNTY IN WHICH ANY PORTION OF THE SOLAR ENERGY GENERATING~~
21 ~~STATION IS PROPOSED TO BE CONSTRUCTED;~~

22 (4) ~~EACH MEMBER OF THE GENERAL ASSEMBLY REPRESENTING ANY~~
23 ~~PART OF A COUNTY WITHIN 1 MILE OF THE PROPOSED LOCATION OF THE SOLAR~~
24 ~~ENERGY GENERATING STATION; AND~~

25 (5) ~~THE RESIDENTS AND PROPERTY OWNERS WITHIN 1 MILE OF THE~~
26 ~~PROPOSED LOCATION OF THE SOLAR ENERGY GENERATING STATION~~

27 (1) A PERSON THAT SUBMITS AN APPLICATION FOR APPROVAL OF
28 THE CONSTRUCTION OF A SOLAR ENERGY GENERATING STATION IN ACCORDANCE
29 WITH § 7-207 ~~OR~~, § 7-207.1, OR § 7-207.4 OF THIS SUBTITLE SHALL INCLUDE WITH
30 THE APPLICATION WRITTEN DOCUMENTATION OR OTHER EVIDENCE SHOWING THAT
31 THE PROPOSED CONSTRUCTION MEETS THE REQUIREMENTS UNDER SUBSECTIONS
32 (F) AND (G) OF THIS SECTION.

1 (2) FOR A SOLAR ENERGY GENERATING STATION THAT HAS THE
2 CAPACITY TO PRODUCE NOT MORE THAN 2 MEGAWATTS OF ELECTRICITY AS
3 MEASURED BY THE ALTERNATING CURRENT RATING OF THE STATION'S INVERTER,
4 A PERSON THAT SUBMITS A SITE DEVELOPMENT PLAN TO A LOCAL JURISDICTION
5 SHALL INCLUDE WITH THE PLAN WRITTEN DOCUMENTATION OR OTHER EVIDENCE
6 SHOWING THAT THE PROPOSED CONSTRUCTION MEETS THE REQUIREMENTS UNDER
7 SUBSECTIONS (F) AND (G) OF THIS SECTION.

8 (E) (1) ~~WHEN REVIEWING AN APPLICATION FOR APPROVAL UNDER~~
9 VERIFYING WHETHER THE DOCUMENTATION PROVIDED UNDER SUBSECTION (D) OF
10 THIS SECTION MEETS THE REQUIREMENTS UNDER SUBSECTIONS (F) AND (G) OF
11 THIS SECTION, THE COMMISSION OR LOCAL JURISDICTION SHALL:

12 ~~(1) COMPLY WITH AND REQUIRE THE OWNER OF THE PROPOSED~~
13 ~~SOLAR ENERGY GENERATING STATION TO COMPLY WITH § 7-207(D) OF THIS~~
14 ~~SUBTITLE; AND~~

15 ~~(2),~~ IF THE PROPOSED LOCATION OF THE SOLAR ENERGY GENERATING
16 STATION IS IN AN AREA CONSIDERED TO BE OVERBURDENED AND UNDERSERVED,
17 AS DEFINED IN § 1-701 OF THE ENVIRONMENT ARTICLE, REQUIRE THE PERSON
18 CONSTRUCTING THE SOLAR ENERGY GENERATING STATION TO HOLD AT LEAST TWO
19 PUBLIC MEETINGS IN THE COMMUNITY WHERE THE SOLAR ENERGY GENERATING
20 STATION IS TO BE LOCATED TO COLLECT COMMUNITY FEEDBACK AND PROVIDE
21 OPPORTUNITIES TO ADDRESS COMMUNITY FEEDBACK.

22 (2) (I) SUBJECT TO SUBPARAGRAPH (II) OF THIS PARAGRAPH, THE
23 MEETINGS REQUIRED UNDER PARAGRAPH (1) OF THIS SUBSECTION SHALL BE HELD:

24 1. IN THE COUNTY IN WHICH THE PROPOSED SOLAR
25 ENERGY GENERATING STATION IS TO BE LOCATED; AND

26 2. WITHIN 10 MILES OF THE PROPOSED LOCATION OF
27 THE SOLAR ENERGY GENERATING STATION.

28 (II) IF THE OWNER OF A PROPOSED SOLAR ENERGY
29 GENERATING STATION CANNOT FIND A MEETING LOCATION THAT MEETS THE
30 REQUIREMENTS OF SUBPARAGRAPH (I) OF THIS PARAGRAPH, THE OWNER MAY
31 SELECT AN ALTERNATIVE LOCATION THAT IS AS CLOSE AS PRACTICABLE TO THE
32 LOCATION OF THE PROPOSED SOLAR ENERGY GENERATING STATION.

Solar Siting Standards begin here:

33 (F) (1) THIS SUBSECTION DOES NOT APPLY TO AGRIVOLTAICS.

34 (2) AN EXCEPT AS PROVIDED IN PARAGRAPH ~~(9)~~ (10) OF THIS
35 SUBSECTION, AN OWNER OF A PROPOSED SOLAR ENERGY GENERATING STATION:

(I) SHALL PROVIDE A BOUNDARY OF 150 FEET BETWEEN THE SOLAR ENERGY GENERATING STATION AND ~~ANY OCCUPIED BUILDINGS OR DWELLINGS NOT AFFILIATED WITH THE SOLAR ENERGY GENERATING STATION~~ THE NEAREST WALL OF A RESIDENTIAL DWELLING;

(II) SHALL PROVIDE A BOUNDARY OF ~~50~~ 100 FEET BETWEEN THE SOLAR ENERGY GENERATING STATION AND ~~ANY PARCELS OF LAND NOT AFFILIATED WITH THE SOLAR ENERGY GENERATING STATION~~ ALL PROPERTY LINES, NOT INCLUDING PROPERTY LINES THAT BISECT THE INTERIOR OF A PROJECT AREA;

(III) 1. SHALL PROVIDE NONBARBED WIRE FENCING:

A. ~~AROUND THE SOLAR ENERGY GENERATING STATION~~ ONLY ON THE INTERIOR OF A LANDSCAPE BUFFER OR IMMEDIATELY ADJACENT TO A SOLAR ENERGY GENERATING STATION; AND

B. THAT IS NOT MORE THAN 20 FEET IN HEIGHT;

C. THAT IS ONLY BLACK OR GREEN VINYL WIRE MESH IF THE OWNER PROPOSES TO USE CHAIN LINK FENCING; AND

D. THAT IS NOT LESS THAN 50 FEET AWAY FROM THE EDGE OF ANY PUBLIC ROAD RIGHT-OF-WAY; AND

2. MAY USE BARBED WIRE FENCING AROUND THE SUBSTATIONS OR OTHER CRITICAL INFRASTRUCTURE FOR PROTECTION OF THAT INFRASTRUCTURE; ~~AND~~

(IV) SHALL PROVIDE FOR A LANDSCAPING BUFFER OR VEGETATIVE SCREENING ~~IF REQUIRED BY THE LOCAL JURISDICTION.~~ IN ACCORDANCE WITH PARAGRAPH (3) (4) OF THIS SUBSECTION;

(V) EXCEPT FOR EQUIPMENT REQUIRED FOR INTERCONNECTION WITH ELECTRIC SYSTEM INFRASTRUCTURE, MAY NOT LOCATE ANY SOLAR ARRAY, ANCILLARY EQUIPMENT, OR ACCESSORY BUILDINGS OR FACILITIES WITHIN A PUBLIC ROAD RIGHT-OF-WAY;

(VI) 1. SHALL MITIGATE THE VISUAL IMPACT OF THE SOLAR ENERGY GENERATING STATION ON A PRESERVATION AREA, RURAL LEGACY AREA, PRIORITY PRESERVATION AREA, PUBLIC PARK, SCENIC RIVER OR BYWAY, DESIGNATED HERITAGE AREA, OR HISTORIC STRUCTURE OR SITE LISTED ON OR ELIGIBLE FOR THE NATIONAL REGISTER OF HISTORIC PLACES OR RELEVANT COUNTY REGISTER OF HISTORIC PLACES; AND

1 2. A. FOR A SOLAR ENERGY GENERATING STATION
2 THAT HAS THE CAPACITY TO PRODUCE MORE THAN 2 MEGAWATTS OF ELECTRICITY
3 AS MEASURED BY THE ALTERNATING CURRENT OF THE STATION'S INVERTER, SHALL
4 INCLUDE IN THE APPLICATION SUBMITTED UNDER SUBSECTION (C)(2) OF THIS
5 SECTION A VIEWSHED ANALYSIS FOR ANY AREA, STRUCTURE, OR SITE SPECIFIED IN
6 ITEM 1 OF THIS ITEM; AND

7 B. FOR A SOLAR ENERGY GENERATING STATION THAT
8 HAS THE CAPACITY TO PRODUCE NOT MORE THAN 2 MEGAWATTS OF ELECTRICITY AS
9 MEASURED BY THE ALTERNATING CURRENT OF THE STATION'S INVERTER, SHALL
10 INCLUDE IN AN APPLICATION FOR A SITE DEVELOPMENT PLAN A VIEWSHED
11 ANALYSIS FOR ANY AREA, STRUCTURE, OR SITE SPECIFIED IN ITEM 1 OF THIS ITEM;
12 AND

13 (VII) SHALL PROVIDE NOTICE OF EACH PROPOSED SOLAR
14 ENERGY GENERATING STATION TO THE EMERGENCY RESPONSE SERVICES OF EACH
15 COUNTY IN WHICH ANY PORTION OF THE GENERATING STATION IS TO BE
16 CONSTRUCTED, INCLUDING A MAP OF THE PROPOSED GENERATING STATION AND
17 THE PROPOSED LOCATION OF ANY SOLAR COLLECTOR OR ISOLATOR SWITCH.

18 ~~(2)~~ (3) A LOCAL JURISDICTION MAY NOT REQUIRE THE USE OF A
19 BERM FOR A SOLAR ENERGY GENERATING STATION APPROVED UNDER THIS
20 SECTION.

21 ~~(3)~~ (4) THE BUFFER OR VEGETATIVE SCREENING REQUIRED IN
22 PARAGRAPH ~~(1)(IV)~~ (2)(IV) OF THIS SUBSECTION SHALL:

23 (I) ~~BE NOT MORE THAN 25 FEET IN DEPTH;~~

24 ~~(H) PROVIDE FOR FOUR SEASON VISUAL SCREENING OF THE~~
25 ~~SOLAR ENERGY GENERATING SYSTEM;~~

26 ~~(HH) INCLUDE MULTILAYERED, STAGGERED ROWS OF~~
27 ~~OVERSTORY AND UNDERSTORY TREES; AND~~

28 ~~(IV) BE PLANTED WITH NOT MORE THAN 10 TREES PER 100~~
29 ~~LINEAR FEET, WITH A MAXIMUM HEIGHT AT PLANTING OF 6 FEET BE NOT MORE~~
30 ~~THAN 35 FEET WIDE;~~

31 (II) BE PROVIDED ALONG:

32 1. ALL PROPERTY LINES;

1 2. LOCATIONS OF THE EXTERIOR BOUNDARY FOR THE
2 SOLAR ENERGY GENERATING STATION WHERE EXISTING WOODED VEGETATION OF
3 50 FEET OR MORE IN WIDTH DOES NOT EXIST; OR

4 3. AN ALTERNATIVE LOCATION WITHIN THE BOUNDARY
5 FOR THE SOLAR ENERGY GENERATING STATION IF THE OWNER DEMONSTRATES
6 THAT THE ALTERNATIVE LOCATION WOULD MAXIMIZE THE VISUAL SCREENING;

7 (III) PROVIDE FOR FOUR-SEASON VISUAL SCREENING OF THE
8 SOLAR ENERGY GENERATING STATION;

9 (IV) BE PLACED BETWEEN ANY FENCING AND THE PUBLIC VIEW;

10 (V) INCLUDE MULTILAYERED, STAGGERED ROWS OF
11 OVERSTORY AND UNDERSTORY TREES AND SHRUBS THAT:

12 1. ARE A MIXTURE OF EVERGREEN AND DECIDUOUS
13 VEGETATION;

14 2. ARE PREDOMINANTLY NATIVE TO THE REGION;

15 3. ARE MORE THAN 4 FEET IN HEIGHT AT PLANTING;

16 4. ARE DESIGNED TO PROVIDE SCREENING OR
17 BUFFERING WITHIN 5 YEARS OF PLANTING;

18 5. MAY NOT BE TRIMMED TO STUNT UPWARD OR
19 OUTWARD GROWTH OR TO OTHERWISE LIMIT THE EFFECTIVENESS OF THE VISUAL
20 SCREEN;

21 6. CONFORM TO THE PLANT SIZE SPECIFICATIONS
22 ESTABLISHED BY THE AMERICAN STANDARD FOR NURSERY STOCK (ANSI Z60.1);
23 AND

24 7. ARE SPECIFIED IN A LANDSCAPING PLAN PREPARED
25 BY A QUALIFIED PROFESSIONAL LANDSCAPE ARCHITECT;

26 (VI) BE INSTALLED AS EARLY IN THE CONSTRUCTION PROCESS
27 AS PRACTICABLE AND BEFORE THE ACTIVATION OF THE PROPOSED SOLAR ENERGY
28 GENERATING STATION;

29 (VII) PRESERVE TO THE MAXIMUM EXTENT PRACTICABLE AND
30 SUPPLEMENTED WITH NEW PLANTINGS WHERE NECESSARY, ANY FOREST OR

HEDGEROW THAT EXISTS AT A LOCATION WHERE VISUAL SCREENING OR
LANDSCAPE BUFFERING IS REQUIRED; AND

(VIII) SHALL BE MAINTAINED WITH A 90% SURVIVAL THRESHOLD
FOR THE LIFE OF THE SOLAR ENERGY GENERATING ~~SYSTEM~~ STATION THROUGH A
MAINTENANCE AGREEMENT THAT INCLUDES A WATERING PLAN.

~~(4)~~ (5) WITH RESPECT TO THE SITE ON WHICH A SOLAR ENERGY
GENERATING STATION IS PROPOSED FOR CONSTRUCTION, THE OWNER OF THE
SOLAR ENERGY GENERATING STATION:

(I) SHALL MINIMIZE GRADING TO THE MAXIMUM EXTENT
POSSIBLE;

(II) MAY NOT REMOVE TOPSOIL FROM THE PARCEL, BUT MAY
MOVE OR TEMPORARILY STOCKPILE TOPSOIL FOR GRADING;

(III) TO MAINTAIN SOIL INTEGRITY, SHALL PLANT NATIVE OR
NONINVASIVE NATURALIZED VEGETATION AND OTHER APPROPRIATE VEGETATIVE
PROTECTIONS THAT HAVE A 90% SURVIVAL THRESHOLD FOR THE ~~FIRST 3 YEARS OF~~
~~THE~~ LIFE OF THE SOLAR ENERGY GENERATING STATION;

(IV) SHALL LIMIT MOWING AND OTHER UNNECESSARY
LANDSCAPING;

(V) MAY NOT USE HERBICIDES EXCEPT TO CONTROL INVASIVE
~~AND NOXIOUS~~ SPECIES IN COMPLIANCE WITH THE DEPARTMENT OF
AGRICULTURE'S WEED CONTROL PROGRAM; AND

(VI) SHALL POST FOR THE FIRST ~~3~~ 5 YEARS OF THE LIFE OF THE
SOLAR ENERGY GENERATING STATION A LANDSCAPING BOND EQUAL TO ~~50%~~ 100%
OF THE TOTAL LANDSCAPING COST WITH THE COUNTY IN WHICH THE SOLAR ENERGY
GENERATING STATION IS LOCATED.

~~(5)~~ (6) (I) SUBJECT TO SUBPARAGRAPHS (II) AND (III) OF THIS
PARAGRAPH, A LOCAL JURISDICTION SHALL HOLD ANY LANDSCAPING BOND
REQUIRED UNDER PARAGRAPH ~~(4)(VI)~~ (5)(VI) OF THIS SUBSECTION FOR 5 YEARS.

(II) A LOCAL JURISDICTION SHALL RELEASE 50% OF THE
LANDSCAPING BOND IF, ON INSPECTION, THE VEGETATIVE PROTECTIONS MEET A
90% SURVIVAL THRESHOLD.

(III) FOLLOWING THE RELEASE OF A LANDSCAPING BOND
UNDER SUBPARAGRAPH (II) OF THIS PARAGRAPH, THE REMAINING LANDSCAPING

BOND SHALL BE HELD FOR AN ADDITIONAL 2 YEARS AND, ON FURTHER INSPECTION AND CONFIRMATION THAT THE VEGETATIVE PROTECTIONS CONTINUE TO MEET A 90% SURVIVAL THRESHOLD, SHALL BE RELEASED.

~~(6) AN OWNER OF A SOLAR ENERGY GENERATING STATION SHALL COMPLY WITH ALL STATE LAWS RELATING TO:~~

~~(I) STORMWATER MANAGEMENT;~~

~~(II) EROSION AND SEDIMENT CONTROL;~~

~~(III) SITE STABILIZATION;~~

~~(IV) IMPACTS ON SOIL DENSITY AND COMPACTION; AND~~

~~(V) IMPACTS ON GROUND COVER UNDER THE PANELS.~~

(7) EXCEPT AS REQUIRED BY LAW, OR FOR SAFETY OR EMERGENCY, THE SOLAR ENERGY GENERATING STATION MAY NOT EMIT VISIBLE LIGHT DURING DUSK TO DAWN OPERATIONS.

(8) (I) THIS PARAGRAPH DOES NOT APPLY TO:

1. EQUIPMENT NECESSARY FOR INTERCONNECTION WITH THE ELECTRIC SYSTEM; OR

2. SOLAR ENERGY GENERATING STATIONS LOCATED ON LAND THAT ~~ARE~~ IS ALSO USED FOR AGRICULTURAL PURPOSES.

(II) A PROPOSED SOLAR ENERGY GENERATING STATION AND ANY ACCESSORY STRUCTURES ASSOCIATED WITH THE STATION MUST HAVE AN AVERAGE HEIGHT OF NOT MORE THAN 15 FEET.

(9) SETBACKS FOR SOLAR ENERGY GENERATING STATIONS:

(I) SHALL BE MEASURED FROM THE PROPERTY BOUNDARY TO THE NEAREST SOLAR ARRAY OR ACCESSORY EQUIPMENT, BUILDINGS, OR FACILITIES THAT GENERATE, MAINTAIN, OPERATE, MANAGE, DISTRIBUTE, AND TRANSMIT ELECTRICITY; AND

(II) MAY NOT APPLY TO ANY INTERCONNECTION TIE LINE OR FACILITY THAT CONNECTS A SOLAR ENERGY GENERATING STATION TO THE ELECTRIC SYSTEM.

1 **(10) (I) THE OWNER OF A PROPOSED SOLAR ENERGY GENERATING**
2 **STATION MAY PROVIDE TO THE COMMISSION OR LOCAL JURISDICTION WRITTEN**
3 **DOCUMENTATION OF A SITING AGREEMENT:**

4 **1. ENTERED INTO WITH THE COUNTY IN WHICH THE**
5 **PROPOSED SOLAR ENERGY GENERATING STATION IS TO BE LOCATED; AND**

6 **2. THAT PROVIDES LESS STRINGENT RESTRICTIONS**
7 **THAN THOSE SPECIFIED UNDER THIS SUBSECTION.**

8 **(II) IF A PROPOSED SOLAR ENERGY GENERATING STATION**
9 **PROVIDES TO THE COMMISSION OR LOCAL JURISDICTION WRITTEN**
10 **DOCUMENTATION IN ACCORDANCE WITH SUBPARAGRAPH (I) OF THIS PARAGRAPH,**
11 **THE PROPOSED SOLAR ENERGY GENERATING STATION SHALL BE CONSIDERED AS**
12 **MEETING THE REQUIREMENTS OF THIS SUBSECTION.**

13 **(G) AN OWNER OF A SOLAR ENERGY GENERATING STATION:**

14 **(1) SHALL ENTER INTO A DECOMMISSIONING AGREEMENT WITH THE**
15 **COMMISSION ON A FORM THAT THE COMMISSION PROVIDES;**

16 **(2) SHALL POST A SURETY BOND WITH THE COMMISSION FOR NOT**
17 **MORE THAN ~~100%~~ 125% OF THE ESTIMATED FUTURE COST OF DECOMMISSIONING**
18 **THE SOLAR ENERGY GENERATING STATION AND ITS RELATED INFRASTRUCTURE,**
19 **LESS ANY SALVAGE VALUE; AND**

20 **(3) SHALL EXECUTE A SECURITIZATION BOND TRUE-UP EVERY 5**
21 **YEARS.**

22 **(H) (1) ~~A~~ EXCEPT AS PROVIDED IN PARAGRAPHS (3) AND (4) OF THIS**
23 **SUBSECTION, A LOCAL JURISDICTION MAY NOT:**

24 **(I) ADOPT ZONING LAWS OR OTHER LAWS OR REGULATIONS**
25 **THAT PROHIBIT THE CONSTRUCTION OR OPERATION OF SOLAR ENERGY**
26 **GENERATING STATIONS; OR**

27 **(II) DENY SITE DEVELOPMENT PLANS FOR SOLAR ENERGY**
28 **GENERATING STATIONS THAT MEET THE REQUIREMENTS OF SUBSECTION (F) OF**
29 **THIS SECTION.**

30 **(2) A LOCAL JURISDICTION SHALL:**

1 (I) EXPEDITE THE REVIEW AND APPROVAL OF SITE
2 DEVELOPMENT PLANS FOR SOLAR ENERGY GENERATING STATIONS IF THOSE PLANS
3 MEET THE REQUIREMENTS OF THIS SECTION; AND

4 (II) FOR SOLAR ENERGY GENERATING STATIONS WITH A
5 GENERATING CAPACITY OF NOT MORE THAN 5 MEGAWATTS, AS MEASURED BY THE
6 ALTERNATING CURRENT RATING OF THE SOLAR ENERGY GENERATING STATION'S
7 INVERTER, PROCESS THE SITE DEVELOPMENT PLAN APPLICATION AS A PERMITTED
8 USE SUBJECT TO THE REVIEW STANDARDS IN § 4-205 OF THE LAND USE ARTICLE.

9 (3) A GROUND MOUNTED SOLAR ENERGY GENERATING STATION WITH
10 A GENERATING CAPACITY OF MORE THAN 5 MEGAWATTS, AS MEASURED BY THE
11 ALTERNATING CURRENT RATING OF THE SOLAR ENERGY GENERATING STATION'S
12 INVERTER, MAY NOT BE LOCATED ON ANY LOT, PARCEL, OR TRACT OF LAND THAT,
13 AS OF JANUARY 1, 2025, IS LOCATED WITHIN:

14 (I) A TIER 1 OR TIER 2 MAPPED LOCALLY DESIGNATED
15 GROWTH AREA ADOPTED UNDER § 1-506 OF THE LAND USE ARTICLE;

16 (II) A MEDIUM DENSITY RESIDENTIAL AREA OR HIGH DENSITY
17 RESIDENTIAL AREA, AS DEFINED IN § 5-1601 OF THE NATURAL RESOURCES
18 ARTICLE; OR

19 (III) A MIXED-USE AREA WITH A RESIDENTIAL COMPONENT.

20 (4) (I) THE TOTAL COMBINED NUMBER OF SOLAR ENERGY
21 GENERATING STATIONS THAT MAY BE APPROVED FOR CONSTRUCTION IN A
22 PRIORITY PRESERVATION AREA THAT WAS ESTABLISHED BEFORE JANUARY 1, 2025,
23 SHALL:

24 1. BE LIMITED IN AREA TO 5% OF THE TOTAL ACREAGE
25 OF THE PRIORITY PRESERVATION AREA;

26 2. BE LOCATED IN THE PROJECT AREA WITHIN THE
27 PRIORITY PRESERVATION AREA; AND

28 3. MEET ALL REQUIREMENTS UNDER THIS SECTION.

29 (II) THE PROHIBITIONS IN PARAGRAPH (1) OF THIS
30 SUBSECTION DO NOT APPLY TO THE REMAINING 95% OF A PRIORITY PRESERVATION
31 AREA ONCE THE 5% LIMITATION UNDER SUBPARAGRAPH (I) OF THIS PARAGRAPH
32 HAS BEEN ACHIEVED FOR THE PRIORITY PRESERVATION AREA.

(III) A COUNTY SHALL REPORT TO THE COMMISSION WHEN THE 5% LIMITATION UNDER SUBPARAGRAPH (I) OF THIS PARAGRAPH HAS BEEN ACHIEVED FOR A PRIORITY PRESERVATION AREA.

(I) ~~(1) EXCEPT AS PROVIDED IN PARAGRAPH (2) OF THIS SUBSECTION, A SOLAR ENERGY GENERATING STATION IS EXEMPT FROM PERSONAL AND REAL PROPERTY TAXES.~~

~~(2) A SOLAR ENERGY GENERATING STATION MAY BE REQUIRED BY A LOCAL JURISDICTION TO MAKE A PAYMENT IN LIEU OF TAXES UP TO \$5,000 PER MEGAWATT OF ENERGY GENERATED FROM THE SOLAR ENERGY GENERATING STATION. THIS SUBSECTION DOES NOT APPLY TO AGRIVOLTAICS, AS DEFINED IN § 7-306.2 OF THIS TITLE, THAT ARE LOCATED ON LAND ASSESSED FOR AGRICULTURAL USE, OTHER THAN USE AS AN APIARY OR A POLLINATOR HABITAT, UNDER § 8-209 OF THE TAX - PROPERTY ARTICLE.~~

~~(J)~~ NOTHING IN THIS SECTION MAY BE CONSTRUED TO ADD ANY ADDITIONAL LIMITATIONS TO THE AUTHORITY OF THE COMMISSION IN THE APPROVAL PROCESS FOR AN APPLICATION FOR A CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY.

7-219.

(A) (1) IN THIS SECTION THE FOLLOWING WORDS HAVE THE MEANINGS INDICATED.

(2) "ENERGY STORAGE DEVICE" HAS THE MEANING STATED IN § 7-216 OF THIS SUBTITLE.

(3) "LOCAL JURISDICTION" INCLUDES COUNTIES, MUNICIPAL CORPORATIONS, AND OTHER FORMS OF LOCAL GOVERNMENT.

(B) A PERSON MAY NOT BEGIN CONSTRUCTION OF ~~AN~~ A FRONT-OF-THE-METER ENERGY STORAGE DEVICE UNLESS THE CONSTRUCTION HAS BEEN APPROVED BY THE COMMISSION IN ACCORDANCE WITH REGULATIONS ADOPTED UNDER THIS SECTION.

(C) ON RECEIPT OF AN APPLICATION FOR APPROVAL OF THE CONSTRUCTION OF ~~ENERGY STORAGE DEVICES~~ A FRONT-OF-THE-METER ENERGY STORAGE DEVICE UNDER THIS SECTION, THE COMMISSION SHALL PROVIDE IMMEDIATE NOTICE OR REQUIRE THE APPLICANT TO PROVIDE IMMEDIATE NOTICE OF THE APPLICATION TO:

(1) THE GOVERNING BODY OF EACH COUNTY OR MUNICIPAL CORPORATION IN WHICH ANY PORTION OF THE ENERGY STORAGE DEVICE IS PROPOSED TO BE CONSTRUCTED;

(2) THE GOVERNING BODY OF EACH COUNTY OR MUNICIPAL CORPORATION WITHIN 1 MILE OF THE PROPOSED LOCATION OF THE ENERGY STORAGE DEVICE;

(3) EACH MEMBER OF THE GENERAL ASSEMBLY REPRESENTING ANY PART OF A COUNTY IN WHICH ANY PORTION OF THE ENERGY STORAGE DEVICE IS PROPOSED TO BE CONSTRUCTED;

(4) EACH MEMBER OF THE GENERAL ASSEMBLY REPRESENTING ANY PART OF A COUNTY WITHIN 1 MILE OF THE PROPOSED LOCATION OF THE ENERGY STORAGE DEVICE; AND

(5) ~~THE RESIDENTS AND OWNERS OF PROPERTY THAT IS~~ AFFECTED COMMUNITIES THAT ARE WITHIN 1 MILE OF THE PROPOSED LOCATION OF THE ENERGY STORAGE DEVICE.

(D) WHEN REVIEWING AN APPLICATION FOR APPROVAL UNDER THIS SECTION, THE COMMISSION SHALL:

~~(1) IF THE PROJECT WILL STORE MORE THAN 100 KILOWATTS, COMPLY WITH AND REQUIRE THE APPLICANT TO COMPLY WITH § 7-207(D) OF THIS SUBTITLE;~~

~~(2)~~ IF THE PROPOSED LOCATION OF THE FRONT-OF-THE-METER ENERGY STORAGE DEVICE IS IN AN AREA CONSIDERED TO BE OVERBURDENED AND UNDERSERVED, AS DEFINED IN § 1-701 OF THE ENVIRONMENT ARTICLE, REQUIRE THE APPLICANT TO HOLD AT LEAST TWO PUBLIC MEETINGS IN THE COMMUNITY WHERE THE ENERGY STORAGE DEVICE IS TO BE LOCATED; AND

~~(3)~~ (2) EXEMPT ~~AN~~ A FRONT-OF-THE-METER ENERGY STORAGE DEVICE THAT IS LOCATED WITHIN THE BOUNDARIES OF AN EXISTING ELECTRICITY GENERATING STATION FROM THE MEETING REQUIREMENTS OF THIS SUBSECTION.

Energy Storage Device siting standards begin here:

(E) (1) AN OWNER OF A PROPOSED FRONT-OF-THE-METER ENERGY STORAGE DEVICE THAT WILL NOT BE CONSTRUCTED AT A COMMERCIAL OR INDUSTRIAL LOCATION:

(I) 1. SHALL PROVIDE NONBARBED WIRE FENCING:

A. AROUND THE ENERGY STORAGE DEVICE; AND

1 B. THAT IS NOT MORE THAN 20 FEET IN HEIGHT; AND

2 2. MAY USE BARBED WIRE FENCING AROUND THE
3 SUBSTATIONS OR OTHER CRITICAL INFRASTRUCTURE FOR PROTECTION OF THAT
4 INFRASTRUCTURE; AND

5 (II) SHALL PROVIDE FOR A LANDSCAPING BUFFER OR
6 VEGETATIVE SCREENING IF REQUIRED BY THE LOCAL JURISDICTION.

7 (2) A LOCAL JURISDICTION MAY NOT REQUIRE THE USE OF A BERM
8 FOR ~~AN~~ A FRONT-OF-THE-METER ENERGY STORAGE DEVICE APPROVED UNDER
9 THIS SECTION.

10 (3) THE BUFFER REQUIRED IN PARAGRAPH (1)(II) OF THIS
11 SUBSECTION SHALL:

12 (I) BE NOT MORE THAN 25 FEET IN DEPTH; AND

13 (II) PROVIDE FOR FOUR-SEASON VISUAL SCREENING OF THE
14 FRONT-OF-THE-METER ENERGY STORAGE DEVICE.

15 (4) WITH RESPECT TO THE SITE ON WHICH ~~AN~~ A
16 FRONT-OF-THE-METER ENERGY STORAGE DEVICE IS PROPOSED FOR
17 CONSTRUCTION, THE OWNER OF THE ENERGY STORAGE DEVICE:

18 (I) SHALL MINIMIZE GRADING TO THE MAXIMUM EXTENT
19 POSSIBLE;

20 (II) MAY NOT REMOVE TOPSOIL FROM THE PARCEL, BUT MAY
21 MOVE OR TEMPORARILY STOCKPILE TOPSOIL FOR GRADING; AND

22 (III) MAY NOT USE HERBICIDES EXCEPT TO CONTROL INVASIVE
23 SPECIES IN COMPLIANCE WITH THE DEPARTMENT OF AGRICULTURE'S WEED
24 CONTROL PROGRAM.

25 (F) (1) A LOCAL JURISDICTION MAY NOT:

26 (I) ADOPT ZONING LAWS OR OTHER LAWS OR REGULATIONS
27 THAT PROHIBIT THE CONSTRUCTION OR OPERATION OF FRONT-OF-THE-METER
28 ENERGY STORAGE DEVICES; OR

(II) DENY SITE DEVELOPMENT PLANS FOR
~~FRONT-OF-THE-METER~~ ENERGY STORAGE DEVICES THAT MEET THE
 REQUIREMENTS OF SUBSECTION (E) OF THIS SECTION.

(2) A LOCAL JURISDICTION SHALL:

(I) EXPEDITE THE REVIEW AND APPROVAL OF SITE
 DEVELOPMENT PLANS FOR ~~FRONT-OF-THE-METER~~ ENERGY STORAGE DEVICES IF
 THOSE PLANS MEET THE REQUIREMENTS OF THIS SECTION; AND

(II) ADOPT STANDARD PROCESSES FOR THE REVIEW AND
 APPROVAL OF SITE DEVELOPMENT PLANS FOR THE CONSTRUCTION OF
~~FRONT-OF-THE-METER~~ ENERGY STORAGE DEVICES.

(G) THE COMMISSION MAY WAIVE OR MODIFY THE REQUIREMENTS UNDER
 SUBSECTIONS (C), (D), AND (E) OF THIS SECTION FOR GOOD CAUSE.

(H) THE COMMISSION SHALL ADOPT REGULATIONS TO CARRY OUT THIS
 SECTION.

7-306.2.

(a) (1) In this section the following words have the meanings indicated.

(2) (I) “Agrivoltaics” means the simultaneous use of areas of land:

1. THAT ARE MAINTAINED IN AGRICULTURAL USE IN
 ACCORDANCE WITH COMAR 18.02.03 ~~AND~~ OR THE MARYLAND ASSESSMENT
 PROCEDURES MANUAL; AND

2. for both solar power generation and:

~~(i)~~ A. raising grains, fruits, herbs, melons, mushrooms, nuts,
 seeds, tobacco, or vegetables;

~~(ii)~~ B. raising poultry, including chickens and turkeys, for meat
 or egg production;

~~(iii)~~ C. dairy production, such as the raising of milking cows;

~~(iv)~~ D. raising livestock, including cattle, sheep, goats, or pigs;

~~(v)~~ E. horse boarding, breeding, or training;

~~(vi)~~ F. turf farming;

~~(vii)~~ **G.** raising ornamental shrubs, plants, or flowers, including aquatic plants;

~~(viii)~~ **H.** aquaculture;

~~(ix)~~ **I.** silviculture; or

~~(x)~~ **J.** any other activity ~~UNDER COMAR 18.02.03 OR THE MARYLAND ASSESSMENT PROCEDURES MANUAL THAT IS~~ recognized by the Department of Agriculture as an agricultural activity UNDER COMAR 18.02.03 OR THE MARYLAND ASSESSMENT PROCEDURES MANUAL.

(II) “AGRIVOLTAICS” DOES NOT INCLUDE THE SIMULTANEOUS USE OF AREAS OF LAND FOR BOTH SOLAR POWER GENERATION AND:

1. APIARIES; OR

2. POLLINATOR HABITAT.

~~(3) “AUTOMATIC ENROLLMENT PROJECT” MEANS A COMMUNITY SOLAR ENERGY GENERATING SYSTEM;~~

~~(1) IN WHICH ALL OR A PORTION OF THE SUBSCRIBERS ARE AUTOMATICALLY ENROLLED; AND~~

~~(H) 1. THAT IS OWNED AND OPERATED BY A LOCAL GOVERNMENT; OR~~

~~2. FOR WHICH A LOCAL GOVERNMENT OR ITS DESIGNEE SERVES AS THE SUBSCRIPTION COORDINATOR.~~

~~(4)~~ **(3)** “Baseline annual usage” means:

(i) a subscriber’s accumulated electricity use in kilowatt–hours for the 12 months before the subscriber’s most recent subscription; or

(ii) for a subscriber that does not have a record of 12 months of electricity use at the time of the subscriber’s most recent subscription, an estimate of the subscriber’s accumulated 12 months of electricity use in kilowatt–hours, determined in a manner the Commission approves.

~~[(4)]~~ ~~(5)~~ **(4)** “Community solar energy generating system” means a solar energy system that:

- 1 (i) is connected to the electric distribution [grid] SYSTEM serving
2 the State;
- 3 (ii) is located in the same electric service territory as its subscribers;
- 4 (iii) is attached to the electric meter of a subscriber or is a separate
5 facility with its own electric meter;
- 6 (iv) credits its generated electricity, or the value of its generated
7 electricity, to the bills of the subscribers to that system through virtual net energy
8 metering;
- 9 (v) has at least two subscribers but no limit to the maximum number
10 of subscribers;
- 11 (vi) does not have subscriptions larger than 200 kilowatts
12 constituting more than 60% of its kilowatt-hour output;
- 13 (vii) has a generating capacity that does not exceed 5 megawatts as
14 measured by the alternating current rating of the system's inverter;
- 15 (viii) may be owned by any person; and
- 16 (ix) with respect to community solar energy generating systems
17 constructed under the Program, serves at least 40% of its kilowatt-hour output to LMI
18 subscribers unless the solar energy system is wholly owned by the subscribers to the solar
19 energy system.
- 20 ~~[(5)] (6)~~ "Consolidated billing" means a payment mechanism that
21 requires an electric company to, at the request of a subscriber organization or subscription
22 coordinator:
- 23 (i) include the monthly subscription charge of a subscriber
24 organization or subscription coordinator on the monthly bills rendered by the electric
25 company for electric service and supply to subscribers; and
- 26 (ii) remit payment for those charges to the subscriber organization
27 or subscription coordinator.
- 28 ~~[(6)] (7)~~ "Critical area" has the meaning stated in § 8–1802 of the Natural
29 Resources Article.
- 30 ~~[(7)] (8)~~ "LMI subscriber" means a subscriber that:
- 31 (i) is low-income;

(ii) is moderate-income; or

(iii) resides in a census tract that is [an]:

1. AN overburdened community; and

2. AN underserved community.

~~(9) "LOCAL GOVERNMENT" MEANS:~~

~~(I) A COUNTY; OR~~

~~(II) A MUNICIPAL CORPORATION.~~

~~[(8)] ~~(10)~~ (9)~~ "Low-income" means:

(i) having an annual household income that is at or below 200% of the federal poverty level; or

(ii) being certified as eligible for any federal, State, or local assistance program that limits participation to households whose income is at or below 200% of the federal poverty level.

~~[(9)] ~~(11)~~ (10)~~ "Moderate-income" means having an annual household income that is at or below 80% of the median income for Maryland.

~~[(10)] ~~(12)~~ (11)~~ "Overburdened community" has the meaning stated in § 1-701 of the Environment Article.

~~[(11)] ~~(13)~~ (12)~~ "Pilot program" means the program established under this section before July 1, 2023, and effective until the start of the Program established under subsection (d)(20) of this section.

~~[(12)] ~~(14)~~ (13)~~ "Program" means the Community Solar Energy Generating Systems Program.

~~[(13)] ~~(15)~~ (14)~~ "Queue" means:

(i) the pilot program queue an electric company is required to maintain under COMAR 20.62.03.04; and

(ii) a queue an electric company may be required to maintain under the Program.

~~[(14)] ~~(16)~~ (15)~~ "Subscriber" means a retail customer of an electric company that:

(i) holds a subscription to a community solar energy generating system; and

(ii) has identified one or more individual meters or accounts to which the subscription shall be attributed.

~~[(15)]~~ ~~(17)~~ ~~(16)~~ ~~(1)~~ “Subscriber organization” means:

~~(i)~~ ~~1~~ ~~(I)~~ a person that owns or operates a community solar energy generating system; or

~~(ii)~~ ~~2~~ ~~(II)~~ the collective group of subscribers of a community solar energy generating system.

~~[(16)]~~ ~~(18)~~ ~~(II)~~ ~~“SUBSCRIBER ORGANIZATION” MAY INCLUDE A COUNTY OR MUNICIPAL CORPORATION.~~

~~(17)~~ ~~(16)~~ “Subscription” means the portion of the electricity generated by a community solar energy generating system that is credited to a subscriber.

~~[(17)]~~ ~~(19)~~ ~~(18)~~ “Subscription coordinator” means a person that:

(i) markets community solar energy generating systems or otherwise provides services related to community solar energy generating systems under its own brand name;

(ii) performs any administrative action to allocate subscriptions, connect subscribers with community solar energy generating systems, or enroll customers in the Program; or

(iii) manages interactions between a subscriber organization and an electric company or electricity supplier relating to subscribers.

~~[(18)]~~ ~~(20)~~ ~~(19)~~ “Underserved community” has the meaning stated in § 1–701 of the Environment Article.

~~[(19)]~~ ~~(21)~~ ~~(20)~~ “Unsubscribed energy” means any community solar energy generating system output in kilowatt–hours that is not allocated to any subscriber.

~~[(20)]~~ ~~(22)~~ ~~(21)~~ “Virtual net energy metering” means measurement of the difference between the kilowatt–hours or value of electricity that is supplied by an electric company and the kilowatt–hours or value of electricity attributable to a subscription to a community solar energy generating system and fed back to the electric grid over the subscriber’s billing period, as calculated under the tariffs established under subsections (e)(2), (f)(2), and (g)(2) of this section.

(c) A community solar energy generating system, subscriber, subscriber organization, or subscription coordinator is not:

(1) an electric company;

(2) an electricity supplier; or

(3) a generating station if:

(I) the generating capacity of the community solar energy generating system does not exceed 2 megawatts; OR

(II) THE COMMUNITY SOLAR ENERGY GENERATING SYSTEM IS LOCATED ON THE ROOFTOP OF A BUILDING.

(d) (7) (I) Any unsubscribed energy generated by a community solar energy generating system that is not owned by an electric company shall **CREATE BANKED BILL CREDITS TRACKED BY THE ELECTRIC COMPANY THAT, WITHIN 1 YEAR AFTER THE DATE THAT THE BANKED BILL CREDIT WAS CREATED, MAY BE ALLOCATED TO ONE OR MORE SUBSCRIBERS BY THE SUBSCRIBER ORGANIZATION OR SUBSCRIPTION COORDINATOR ASSOCIATED WITH THE COMMUNITY SOLAR ENERGY GENERATING SYSTEM.**

(II) THE GENERATION ASSOCIATED WITH A BANKED BILL CREDIT NOT ALLOCATED TO A SUBSCRIBER WITHIN 1 YEAR AFTER THE DATE THAT THE BANKED BILL CREDIT WAS CREATED SHALL be purchased under the electric company's process for purchasing the output from qualifying facilities at the amount it would have cost the electric company to procure the energy.

~~(c) (1) A LOCAL GOVERNMENT MAY ESTABLISH A COMMUNITY SOLAR AUTOMATIC ENROLLMENT PROGRAM BY SUBMITTING TO THE COMMISSION A LOCAL LAW, A CONTRACT, OR AN ADMINISTRATIVE APPROVAL THAT:~~

~~(i) STATES WHETHER:~~

~~1. THE LOCAL GOVERNMENT WILL OWN AND OPERATE ONE OR MORE AUTOMATIC ENROLLMENT PROJECTS; OR~~

~~2. THE LOCAL GOVERNMENT OR ITS DESIGNEE WILL SERVE AS THE SUBSCRIPTION COORDINATOR FOR ONE OR MORE AUTOMATIC ENROLLMENT PROJECTS OWNED BY A THIRD PARTY; AND~~

~~(ii) DESCRIBES THE MECHANISM BY WHICH THE LOCAL GOVERNMENT INTENDS TO ENROLL CUSTOMERS.~~

~~(2) AN AUTOMATIC ENROLLMENT PROJECT SHALL UTILIZE CONSOLIDATED BILLING AND PROVIDE A GUARANTEED BILL CREDIT DISCOUNT TO AUTOMATIC ENROLLMENT SUBSCRIBERS.~~

~~(3) A LOCAL GOVERNMENT MAY CONTRACT WITH A DESIGNEE TO IDENTIFY AND MANAGE THE SUBSCRIPTIONS TO AN AUTOMATIC ENROLLMENT PROJECT.~~

~~(4) A LOCAL GOVERNMENT OR ITS DESIGNEE SHALL BE RESPONSIBLE FOR IDENTIFYING THE CUSTOMERS THAT WILL BE AUTOMATICALLY ENROLLED FOR A SUBSCRIPTION TO THE AUTOMATIC ENROLLMENT PROJECT, SUBJECT TO THE FOLLOWING CONDITIONS:~~

~~(I) AUTOMATIC ENROLLMENT SUBSCRIBERS MUST BE RESIDENTIAL CUSTOMERS, INCLUDING CUSTOMERS RESIDING IN MULTIFAMILY DWELLING UNITS;~~

~~(II) AT LEAST 51% OF AUTOMATIC ENROLLMENT SUBSCRIBERS MUST BE LMI SUBSCRIBERS;~~

~~(III) ALL CUSTOMERS SELECTED TO BE AUTOMATICALLY ENROLLED AS SUBSCRIBERS TO THE AUTOMATIC ENROLLMENT PROJECT MUST BE WITHIN THE SERVICE TERRITORY OF THE ELECTRIC COMPANY WHERE THE AUTOMATIC ENROLLMENT PROJECT IS LOCATED;~~

~~(IV) SUBSCRIBERS MAY DECLINE OR OPT OUT FROM A SUBSCRIPTION TO THE AUTOMATIC ENROLLMENT PROJECT AT ANY TIME;~~

~~(V) AUTOMATIC ENROLLMENT SUBSCRIBERS MAY SUBMIT A REQUEST TO OPT OUT OF A SUBSCRIPTION BY PHONE, IN WRITING, OR ONLINE THROUGH A WEBSITE MAINTAINED BY THE LOCAL GOVERNMENT OR ITS DESIGNEE; AND~~

~~(VI) A LOCAL GOVERNMENT MAY NOT CHARGE A FEE OR PENALTY FOR ENROLLMENT IN OR EXITING FROM AN AUTOMATIC ENROLLMENT PROJECT.~~

~~(5) A LOCAL GOVERNMENT OR ITS DESIGNEE MAY VERIFY THE INCOME OF A PROSPECTIVE SUBSCRIBER FOR ELIGIBILITY AS AN LMI SUBSCRIBER USING ONE OF THE FOLLOWING METHODS:~~

~~(I) THE LOCATION OF THE PROSPECTIVE SUBSCRIBER IN AN OVERBURDENED COMMUNITY OR UNDERSERVED COMMUNITY;~~

~~(H) A FORM OF VERIFICATION AUTHORIZED UNDER
SUBSECTION (F)(1)(IV) OF THIS SECTION; OR~~

~~(H) ANY OTHER METHOD SELECTED BY THE LOCAL
GOVERNMENT.~~

~~(6) AT LEAST 90 DAYS BEFORE SUBSCRIBERS BEGIN RECEIVING
THEIR FIRST BILL CREDITS, A LOCAL GOVERNMENT OR ITS DESIGNEE SHALL
PROVIDE WRITTEN NOTICE OF THE AUTOMATIC ENROLLMENT TO ALL SELECTED
SUBSCRIBERS VIA DELIVERY BY THE U.S. POSTAL SERVICE.~~

~~(7) THE NOTICE REQUIRED IN PARAGRAPH (6) OF THIS SUBSECTION
SHALL INCLUDE:~~

~~(I) A STATEMENT THAT THE LOCAL GOVERNMENT HAS
ESTABLISHED AN AUTOMATIC ENROLLMENT PROJECT;~~

~~(H) A STATEMENT THAT THE PROSPECTIVE SUBSCRIBER HAS
THE RIGHT TO OPT OUT OF THE AUTOMATIC ENROLLMENT PROJECT AT ANY TIME,
BUT IF NO OPT OUT REQUEST IS RECEIVED, THE PROSPECTIVE SUBSCRIBER WILL
BE AUTOMATICALLY ENROLLED IN THE AUTOMATIC ENROLLMENT PROJECT;~~

~~(H) AN EXPLANATION OF THE CONSOLIDATED BILLING
PROCEDURES OF THE AUTOMATIC ENROLLMENT PROJECT;~~

~~(IV) DETAILED INSTRUCTIONS ON HOW TO SUBMIT AN OPT OUT
REQUEST; AND~~

~~(V) A CONTACT NAME, PHONE NUMBER, AND E-MAIL ADDRESS
FOR SUBSCRIBER INQUIRIES AND COMPLAINTS.~~

~~(8) AN ELECTRIC COMPANY SHALL FACILITATE THE ESTABLISHMENT
OF AN AUTOMATIC ENROLLMENT PROJECT FOR WHICH A LOCAL GOVERNMENT HAS
SUBMITTED THE INFORMATION REQUIRED UNDER PARAGRAPH (1) OF THIS
SUBSECTION BY:~~

~~(I) PROVIDING ACCESS TO:~~

~~1. THE HISTORIC BILLING USAGE OF CUSTOMERS THAT
MAY BE AUTOMATICALLY ENROLLED IN THE AUTOMATIC ENROLLMENT PROJECT;~~

~~2. POINT OF SERVICE DELIVERY FOR CUSTOMERS THAT MAY BE AUTOMATICALLY ENROLLED IN THE AUTOMATIC ENROLLMENT PROJECT;~~

~~3. PARTICIPATION IN ENERGY ASSISTANCE PROGRAMS;~~

~~4. SUBSCRIPTIONS TO COMMUNITY SOLAR ENERGY GENERATING SYSTEMS;~~

~~5. ACCOUNT NUMBERS FOR CUSTOMERS THAT MAY BE AUTOMATICALLY ENROLLED IN THE AUTOMATIC ENROLLMENT PROJECT, IF APPLICABLE; AND~~

~~6. ANY OTHER REASONABLE INFORMATION REQUIRED BY THE LOCAL GOVERNMENT OF ITS DESIGNEE TO ENROLL CUSTOMERS IN AN AUTOMATIC ENROLLMENT PROJECT; AND~~

~~(H) ENROLLING THE CUSTOMERS IDENTIFIED BY THE LOCAL GOVERNMENT OR ITS DESIGNEE AS SUBSCRIBERS TO AN AUTOMATIC ENROLLMENT PROJECT AT THE SUBSCRIPTION SIZE IDENTIFIED BY THE LOCAL GOVERNMENT OR ITS DESIGNEE.~~

~~(9) THE ENROLLMENT AND MANAGEMENT OF AUTOMATIC ENROLLMENT SUBSCRIBERS TO AN AUTOMATIC ENROLLMENT PROJECT IS NOT SUBJECT TO COMAR 20.62.05.~~

7-320.

(A) THIS SECTION APPLIES ONLY TO RESIDENTIAL ROOFTOP SOLAR ENERGY GENERATING SYSTEMS.

(B) A SELLER OR LESSOR OF RESIDENTIAL ROOFTOP SOLAR ENERGY GENERATING SYSTEMS SHALL:

(1) PROVIDE TO THE BUYER OR LESSEE A 5-YEAR FULL WARRANTY ON THE INSTALLATION AND COMPONENT PARTS OF THE SYSTEM;

(2) INCLUDE ANY MANUFACTURER'S WARRANTIES FOR ANY OF THE PRODUCTS OR COMPONENTS OF THE SYSTEM;

(3) INFORM THE BUYER OR LESSEE OF THE MINIMUM LEVEL OF WEATHER-ADJUSTED ENERGY PRODUCTION THE BUYER OR LESSEE MAY EXPECT FROM THE SYSTEM; AND

(4) CERTIFY, IN WRITING, THAT INSTALLATION OF THE SYSTEM IS COMPLIANT WITH ALL FEDERAL, STATE, AND LOCAL LAWS REGARDING WORKMANSHIP AND THAT THE SOLAR PANELS, INVERTERS, RACKING SYSTEMS, AND ALL OTHER COMPONENTS MEET THE MINIMUM STANDARDS FOR PRODUCT DESIGN.

(C) ~~THE COMMISSION AND THE MARYLAND ENERGY ADMINISTRATION~~
MARYLAND DEPARTMENT OF LABOR SHALL:

(1) ~~DEVELOP TECHNICAL SAFETY STANDARDS~~ A SPECIAL SOLAR CONTRACTOR LICENSE FOR THE INSTALLATION AND MAINTENANCE OF RESIDENTIAL ROOFTOP SOLAR ENERGY GENERATING SYSTEMS; AND

(2) ESTABLISH MINIMUM QUALIFICATIONS FOR INDIVIDUALS INSTALLING AND MAINTAINING RESIDENTIAL ROOFTOP SOLAR ENERGY GENERATING SYSTEMS.

(D) A SELLER OR LESSOR WHO VIOLATES THE REQUIREMENTS OF THIS SECTION SHALL PAY A FINE NOT EXCEEDING \$1,000 FOR EACH VIOLATION.

Article – State Government

9-2017.

(A) ON OR BEFORE DECEMBER 1, 2026 2025, TO ASSIST THE STATE IN MEETING ITS SOLAR ENERGY COMMITMENTS UNDER TITLE 7, SUBTITLE 7 OF THE PUBLIC UTILITIES ARTICLE, THE DEPARTMENT OF NATURAL RESOURCES, IN CONSULTATION WITH THE MARYLAND ENERGY ADMINISTRATION, THE DEPARTMENT OF TRANSPORTATION, AND THE DEPARTMENT OF PLANNING, SHALL UPDATE THE PUBLICLY AVAILABLE SMARTDG+ TOOL TO INCLUDE STATE-OWNED LAND SUITABLE FOR SOLAR ENERGY DEVELOPMENT.

(B) ON OR BEFORE DECEMBER 1, 2026, THE DEPARTMENT OF NATURAL RESOURCES, IN CONSULTATION WITH THE MARYLAND ENERGY ADMINISTRATION, THE DEPARTMENT OF TRANSPORTATION, AND THE DEPARTMENT OF PLANNING, SHALL ANALYZE LAND OWNED BY THE STATE TO IDENTIFY LAND SUITABLE FOR SOLAR ENERGY DEVELOPMENT TO ASSIST THE STATE IN MEETING ITS SOLAR ENERGY COMMITMENTS UNDER TITLE 7, SUBTITLE 7 OF THE PUBLIC UTILITIES ARTICLE.

SECTION 2. AND BE IT FURTHER ENACTED, That:

(a) The Public Service Commission shall conduct a study to establish a process by which the Commission may establish power purchase agreements, partnerships between

electric companies and electricity suppliers, or other procurement models for electricity generation projects.

(b) The process established under subsection (a) of this section shall:

(1) include a method for determining whether ~~a partnership for a generating station~~ any of the procurement models specified in subsection (a) of this section will contribute to resource adequacy by increasing by 100 megawatts or more the electricity supply in the State that is accredited by PJM Interconnection, LLC;

(2) require that a generating station constructed ~~by a partnership~~ under any of the procurement models specified in subsection (a) of this section be connected to the electric distribution system in the State;

(3) require that ~~the~~ an electricity supplier in a partnership with an electric company construct the generating station;

(4) require that ~~the~~ an electricity supplier and electric company ~~in a partnership~~ using a procurement model specified in subsection (a) of this section jointly seek and receive a positive credit rating assessment from a credit rating agency;

(5) require that the Public Service Commission expedite all proceedings for the review and approval of a certificate of public convenience and necessity for a generating station proposed ~~by a partnership~~ under any of the procurement models specified in subsection (a) of this section and prioritize these proceedings, if necessary, over other matters;

(6) require that the Public Service Commission take final action on a certificate of public convenience and necessity for a generating station proposed ~~by a partnership~~ under any of the procurement models specified in subsection (a) of this section not later than 180 days after the Public Service Commission determines that the ~~generating station qualifies as a partnership to~~ procurement model will provide resource adequacy;

(7) require a State agency or other person to submit any filing to intervene in an application for a certificate of public convenience and necessity for a generating station proposed ~~by a partnership~~ under any of the procurement models specified in subsection (a) of this section no later than 90 days after the Public Service Commission determines that the ~~proposed generating station qualifies as a partnership to~~ procurement model will provide resource adequacy;

(8) require the Public Service Commission, the Department of the Environment, the Department of Natural Resources, and any other impacted State agency to expedite any regulatory requirements or decisions;

(9) require an electric company to expedite any processes needed to connect a generating station proposed ~~by a partnership~~ under any of the procurement models specified in subsection (a) of this section to the electric transmission system; and

(10) identify the potential rate impact and prioritize ~~potential partnerships~~ procurement models specified in subsection (a) of this section that have little or no impact on customer rates.

(c) On or before December 1, 2026, the Public Service Commission shall report to the Governor and, in accordance with § 2-1257 of the State Government Article, the General Assembly on the results of the study.

SECTION 3. AND BE IT FURTHER ENACTED, That a presently existing obligation or contract right may not be impaired in any way by this Act.

SECTION 4. AND BE IT FURTHER ENACTED, That:

(a) The Public Service Commission shall conduct a study on the feasibility of and technical barriers to establishing within the Commission a community solar automatic enrollment program for local jurisdictions.

(b) In conducting the study under subsection (a) of this section, the Commission shall consider:

(1) how low-to-moderate income subscribers would be subscribed under the program;

(2) whether subscribers automatically enrolled in the program should receive a bill credit;

(3) how to ensure that local jurisdictions comply with all parameters of the program; and

(4) any necessary notification requirements and consumer protections that the program should have.

(c) On or before July 1, 2026, the Public Service Commission shall report to the Governor and, in accordance with § 2-1257 of the State Government Article, the General Assembly on the results of the study.

SECTION 5. AND BE IT FURTHER ENACTED, That Section 1 of this Act may not be applied or interpreted to have any effect on or application to the construction or modification of a solar energy generating system that was submitted for a certificate of public convenience and necessity from the Public Service Commission or a required permit from a local government before July 1, 2025.

SECTION 6. AND BE IT FURTHER ENACTED, That the meeting and notification requirements that a proposed solar energy generating system must satisfy under Section 1 of this Act shall be deemed to be satisfied for a proposed solar energy generating system whose owner, operator, or other person responsible for the system has, on or before June 30,

2025, and in accordance with an existing entitlement process, sent notifications to or held meetings in the overburdened community or underserved community in which the system is proposed to be located.

SECTION 7. AND BE IT FURTHER ENACTED, That provisions relating to § 7-207.4 of the Public Utilities Article in Section 1 of this Act may not be applied or interpreted to have any effect on or application to the construction or modification of any solar energy generating system for which a certificate of public convenience and necessity or other required approval was obtained before the effective date of the regulations adopted by the Public Service Commission under § 7-207.4(c) of the Public Utilities Article, as enacted by Section 1 of this Act.

SECTION ~~4~~ 8. AND BE IT FURTHER ENACTED, That this Act shall take effect ~~October~~ July 1, 2025.

Approved:

Governor.

President of the Senate.

Speaker of the House of Delegates.



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: May 13, 2025
RE: Utility-Scale Solar consultation request – Woodside Lane

New Leaf Energy, Inc., operating under Woodside Solar 1, LLC is proposing a utility-scale solar energy system (5 MW AC) under the Community Solar Program. The property is located on Woodside Lane and the southeasterly side of Worcester Highway in Snow Hill, at Tax Map 71, part of Parcel 35, and is zoned A-1 Agricultural District. Prior to applying to the Maryland Public Service Commission (PSC) for the Certificate of Public Convenience and Necessity (CPCN), a developer must either obtain local zoning approvals or perform a pre-application consultation with the local jurisdiction 90 days prior to filing of the application. The applicant has requested to proceed with the consultation first.

The PSC is the approving authority for solar generating projects over 2 MW (AC). In 2019, the Court of Appeals held that the PSC has the final say in the siting of utility-scale projects, preempting local zoning (*Washington Co. v. Perennial Solar, LLC*). However, the PSC shall give due consideration to certain criteria presented by a local jurisdiction. The applicants have provided a draft Environmental Review Document and conceptual site plan for the project, as well as a summary of the CPCN process as required by law, which are attached for your reference. The referenced appendices are not included in the Commissioner's packet but are available for review upon request.

Under COMAR 20.79.01.05, the county shall provide a report addressing the following considerations:

1. A statement or finding whether the proposed project is consistent with the current comprehensive plan;
2. A statement or finding whether the proposed project is consistent with the current zoning ordinance; and
3. Suggestions for improving or modifying the application prior to submission of the application with the Commission.

In addition to the above considerations, this project was reviewed for compliance against the siting standards contained in the Renewable Energy Certainty Act (SB 931/ HB 1036), which may become effective on July 1, 2025. Should a local jurisdiction decline to comment, the developer is required to document the efforts made to contact the local jurisdiction and provide information on the project's consistency with local zoning to the PSC.

Project Name: Woodside Solar 1, LLC

Location: Tax Map 71, Parcel 35; Woodside Ln. and US Route 113 (Worcester Hwy), Snow Hill

Zoning: A-1 Agricultural District

Project Type: 5 MW AC community solar project

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

Applicability of the Renewable Energy Certainty Act: Senate Bill 931/ House Bill 1036 (2025) was passed but as of the preparation of this staff report, has not yet been signed by the Governor. If enacted, this bill will become effective on July 1, 2025, and will apply to any project that submits a CPCN application to the Public Service Commission after that date. Therefore, this staff report includes a review of the siting standards that solar developers must adhere to under these provisions. The law does allow the local jurisdictions to provide for less stringent siting provisions than those cited. For a utility scale solar project, the Worcester County Commissioners would be the approval authority for any siting modifications.

Local considerations under COMAR 20.79.01.05:

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

The 2006 Worcester County Comprehensive Plan (“Plan”) does not specifically address solar energy systems. However, throughout the Plan, the importance of agriculture as the bedrock to our way of life is highlighted, with a priority focus on “resource conservation and protecting [the county’s] rural and coastal character” (page 1).

The property is in the Agricultural Land Use category. This category includes “farming, forestry and related industries with minimal residential and other incompatible uses permitted” (page 18).

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

2. Continue the dominance of agriculture and forestry uses throughout the county’s less developed regions.
19. Limit rural development to uses compatible with agriculture and forestry.

Chapter Three, Natural Resources includes the objectives on pages 33 and 34 as follows:

3. Identify and protect environmentally sensitive areas.
8. Conserve resources by reducing unnecessary consumption.
9. Channel development within a particular site to any existing disturbed areas.

The project area will be located on existing tilled agricultural lands, with no impacts proposed to the existing forested areas on the site.

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

1. Work with the private sector to ensure a dependable and adequate supply of electric power and propane.
5. Encourage alternative sources of power.

Priority Preservation Area: This property is located within a Priority Preservation Area (PPA). The Comprehensive Plan has a Priority Preservation Area Element, with the objective of preserving large contiguous farming areas of prime farmland in a state certified agricultural preservation program. The Plan states that 195,332 acres are in the PPA. Under the Renewable Energy Certainty Act, the total number of combined solar energy generating stations that may be approved for construction in a PPA is limited to 5% of the total acreage of the PPA. **A viewshed analysis will be required as stipulated in Md. Public Utility Companies Code Ann. § 7-218(f)(2)(vi).**

Evaluation of consistency: Overall, I find that this project as presented is generally consistent with the 2006 Comprehensive Plan and Land Use Map, provided a viewshed analysis is provided and any visual impacts are mitigated pursuant to Md. Public Utility Companies Code Ann. § 7-218(f)(2)(vi).

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

Following the Land Use Designations in the Comprehensive Plan, the zoning for the parcels is A-1 Agricultural District. Under § ZS 1-344, Alternative energy facilities, utility-scale solar projects are permitted by right in this zoning district. This project has also been reviewed under the Renewable Energy Certainty Act siting standards, which are generally more restrictive than the local zoning regulations for utility scale solar systems.

Lot Area: Utility scale solar systems in this district require a minimum lot area of 50 acres, and the subject property is approximately 54.3 acres. The project will be situated on approximately 23 acres. The project is compliant with the lot area requirement.

Setbacks: There are no specific setbacks in the Zoning Code. In the ERD (page 22), the applicant references compliance with a 100' boundary from property lines as specified in the Renewable Energy Certainty Act, however the concept plan illustrates a 50' setback. **The applicant has advised via email that they will be revising the concept plan to comply with the 100' setback.**

Separation Distances: The Renewable Energy Certainty Act requires a 150' boundary between the generating station and the nearest wall of a residential dwelling. The project is compliant with this provision.

Fencing: The applicants are proposing a minimum 7' tall woven wire mesh fencing or equivalent fence along the perimeter of the entire project. No barbed wire is proposed. The Renewable Energy Certainty Act requires fencing to be located on the interior of a landscape buffer or immediately adjacent to the generating station, and not less than 50' from any public road right-of-way. **The applicant has advised via email that they will be revising the concept plan to comply with the 50' setback for the fencing.**

Panel height: Maximum height to the top edge of the modules will be 12', which is consistent with the new law (maximum 15').

Landscaping: The existing forested areas to the north and east will serve as landscape screening to adjoining properties. The proposed plantings shall be required to meet or exceed the local requirements for types and sizes, including the requirement for a minimum of 75% native species. Within the project, low cover grass vegetation will be provided, to include a mixture of pollinator plantings, that will be mowed a minimum of once per year. The vegetation management plan provided states that an irrigation system will be installed for passive vegetation management.

The landscape details on sheet C-3.1 of the concept plan reference the possibility of the use of a berm. Staff notes that it is not a county requirement, rather a decision of the applicant, as the Renewable Energy Certainty Act states that a local jurisdiction cannot require a berm.

While the ERD states that additional landscape screening will be provided around portions of the solar array, ingress and egress areas, and all adjacent roadways and residential properties without natural tree lines or existing screening vegetation, **a landscape plan has not been provided, therefore staff cannot determine whether this portion of the project is in compliance with the Worcester County Zoning Code § ZS 1-322 and the Renewable Energy Certainty Act.**

The county will require an installation and maintenance agreement to be recorded, and a landscape bond to be held to guarantee the planting material's continued viability. The local bonding requirements will be modified to be consistent with the new state law, which is generally more restrictive than the county's current requirements.

Noise Limits: Page 54 of the ERD references the applicable COMAR noise level provisions. These standards are consistent with § ZS 1-346, Noise level limits in the Worcester County Zoning Code, in that there are no maximum decibel levels in the A Districts. Limitations will be self-imposed to prevent any temporary construction nuisance impacts per the ERD (page 55 and Appendix K).

Evaluation of consistency: I find that the project is generally consistent with the current zoning ordinance, subject to the following corrections:

- Compliance with the 100' setback for the solar energy generating station to the property lines pursuant to § 7-218(f)(2)(ii).

- Compliance with the 50' setback for fencing from the edge of the public right-of-way pursuant to § 7-218(f)(2)(iii)1.D.
- Provide a landscape plan that is consistent with the Worcester County Zoning Code § ZS 1-322 and Md. Public Utility Companies Code Ann. § 7-218(f)(2)(iv) and § 7-218(f)(4).

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

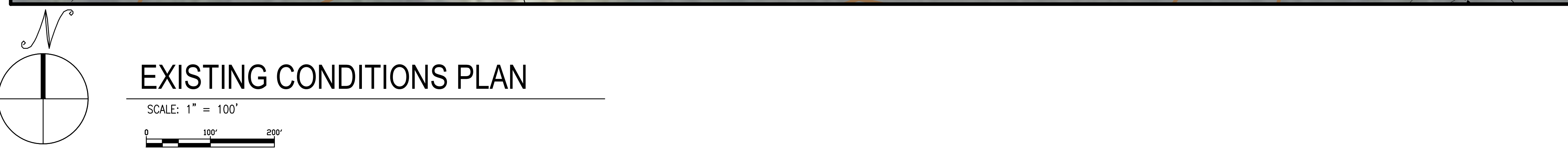
- Amend Appendix A/ Concept Plan to reflect the most current panel layout and setbacks for the panels and fencing.
- This property is located within a Priority Preservation Area. Therefore, a viewshed analysis is required as stipulated in Md. Public Utility Companies Code Ann. § 7-218(f)(2)(vi), and any visual impacts shall be mitigated.
- Provide a landscape plan that meets or exceeds the landscape requirements for Worcester County pursuant to § ZS 1-322 and the Renewable Energy Certainty Act.
- The language within the proposed decommissioning provisions of the ERD (page 33) should be updated to reflect that the bond will be held by the Public Service Commission, with Worcester County named as a receiver, consistent with other solar projects in the county.

IT IS A VIOLATION OF LAW FOR ANY PERSON TO ALTER ANY DOCUMENT WHICH BEARS THE SEAL OF A PROFESSIONAL ENGINEER, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER.

PROJECT NUMBER:
23011299

SCALES STATED ON DRAWINGS
ARE VALID ONLY WHEN PLOTTED
ARCH D 24" X 36"

EXISTING CONDITIONS PLAN



1. THE BASE MAP SHOWN HEREON HAS BEEN CREATED USING AERIAL PHOTOGRAPHY, EXISTING TOPOGRAPHY, AND PROPERTY LINES OBTAINED FROM ALTA/NSPS LAND TITLE SURVEY PREPARED BY BOWMAN CONSULTING LTD. DATED SEPTEMBER 2024.
2. WETLANDS AND OTHER SURFACE WATERS WERE DELINEATED BY COLLIER ENGINEERING AND DESIGN IN NOVEMBER 2023.
3. THIS PLAN IS IN THE MARYLAND STATE PLAN, NORTH AMERICAN DATUM 1983 (NAD 83) COORDINATE SYSTEM.
4. SOIL BOUNDARIES OBTAINED FROM THE NRCS WEB SOIL SURVEY.
5. ALL LOCATIONS ARE CONCEPTUAL AND SUBJECT TO CHANGE IN FUTURE ITERATIONS OF THE SITE LAYOUT. ALL DIMENSIONS ARE INDICATIVE ONLY AND IN FEET, UNLESS OTHERWISE SPECIFIED, AND ARE TO BE CONFIRMED ONSITE PRIOR TO CONSTRUCTION.

NOT FOR
CONSTRUCTION

IT IS A VIOLATION OF LAW FOR ANY PERSON TO ALTER ANY DOCUMENT WHICH BEARS THE SEAL OF A PROFESSIONAL ENGINEER, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER.

SITE USE PERMIT SET
0 WOODSIDE LN
SNOW HILL, MD 21863

PROJECT NUMBER:
23011299

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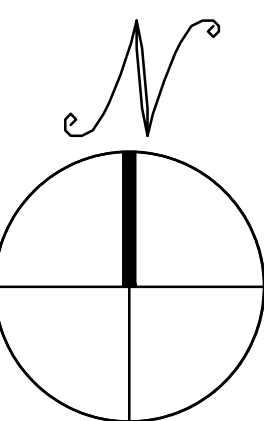
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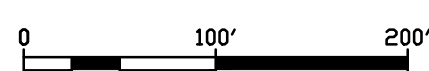
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PROPOSED SITE CONDITIONS

SCALE: 1" = 100'



SOILS LEGEND							
SYMBOL	DESCRIPTION	HSG	K FACTOR	ACRES IN ACl (AC)	% OF ACl	AREA OFF OF WITHIN LOD (AC)	% OF LOD
AsA	Askecks loamy sand, 0 to 2 percent slopes	A/D	0.12	0.7	0.7	0.0	0.0
OsA	Ocdartown-Rosedale complex, 0 to 2 percent slopes	A	0.12	30.5	29.4	9.2	38.3
OsB	Ocdartown-Rosedale complex, 2 to 5 percent slopes	A	0.12	6.2	5.9	0.0	0.0
EsA	Evesboro loamy sand, 0 to 2 percent slopes	A	0.12	8.6	8.3	4.2	17.5
EsD	Evesboro loamy sand, 5 to 15 percent slopes	A	0.12	4.0	3.8	0.0	0.0
FadA	Fallington sandy loams, 0 to 2 percent slopes, Northern Tidewater Area	B/D	0.10	11.0	10.6	0.0	0.0
FmB	Fort Mott loamy sand, 2 to 5 percent slopes	A	0.12	11.7	11.3	6.1	25.4
GaB	Galestown loamy sand, 2 to 5 percent slopes	A	0.10	9.3	9.0	0.0	0.0
GaC	Galestown loamy sand, 5 to 10 percent slopes	A	0.05	0.0	0.0	0.0	0.0
HmA	Hammonton loamy sand, 0 to 2 percent slopes	B	0.05	1.0	1.8	0.0	0.0
HmB	Hammonton loamy sand, 2 to 5 percent slopes	B	0.05	3.6	3.4	0.0	0.0
HuA	Hurluck loamy sand, 0 to 2 percent slopes	A/D	0.12	5.5	5.3	0.0	0.0
KsB	Kieg loamy sand, 2 to 5 percent slopes	A/D	0.12	5.6	5.4	0.0	0.0
NnA	Nassawango fine sandy loam, 0 to 2 percent slopes	C	0.35	0.0	0.0	0.0	0.0
SsdA	Sassafras sandy loam, 0 to 2 percent slopes, Northern Tidewater Area	B	0.05	0.1	0.1	2.2	9.2
SsdB	Sassafras sandy loam, 2 to 5 percent slopes, Northern Tidewater Area	B	0.05	5.0	4.8	2.3	9.6
TOTAL				102.8	99.8	24.0	100.0

SOIL NOTES:

1. SOILS HAVING A K FACTOR OF 0.35 OR GREATER ON SLOPES FIFTEEN PERCENT (15%) OR GREATER ARE CONSIDERED ERODIBLE SOILS. MINIMAL AREAS WITH ERODIBLE SOILS OCCUR WITHIN THE PROJECT AREA.
2. NO CLASS 1 SOILS ON SUBJECT PROPERTY.

GENERAL NOTES:

1. THE BASE MAP SHOWN HEREON HAS BEEN CREATED USING AERIAL PHOTOGRAPHY, EXISTING TOPOGRAPHY, AND PROPERTY LINES OBTAINED FROM ALTA/NSP LAND TITLE SURVEY PREPARED BY BOWMAN CONSULTING LTD, DATED SEPTEMBER 2024.
2. WETLANDS AND OTHER SURFACE WATERS WERE DELINEATED BY COLLIER ENGINEERING AND DESIGN IN NOVEMBER 2023.
3. THIS PLAN IS IN THE MARYLAND STATE PLAN, NORTH AMERICAN DATUM 1983 (NAD 83) COORDINATE SYSTEM.
4. SOIL BOUNDARIES OBTAINED FROM THE NRCS WEB SOIL SURVEY.
5. ALL LOCATIONS ARE CONCEPTUAL AND SUBJECT TO CHANGE IN FUTURE ITERATIONS OF THE SITE LAYOUT. ALL DIMENSIONS ARE INDICATIVE ONLY AND IN FEET, UNLESS OTHERWISE SPECIFIED, AND ARE TO BE CONFIRMED ONSITE PRIOR TO CONSTRUCTION.

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SNOW HILL, MD 21863

PROJECT NUMBER:
23011299

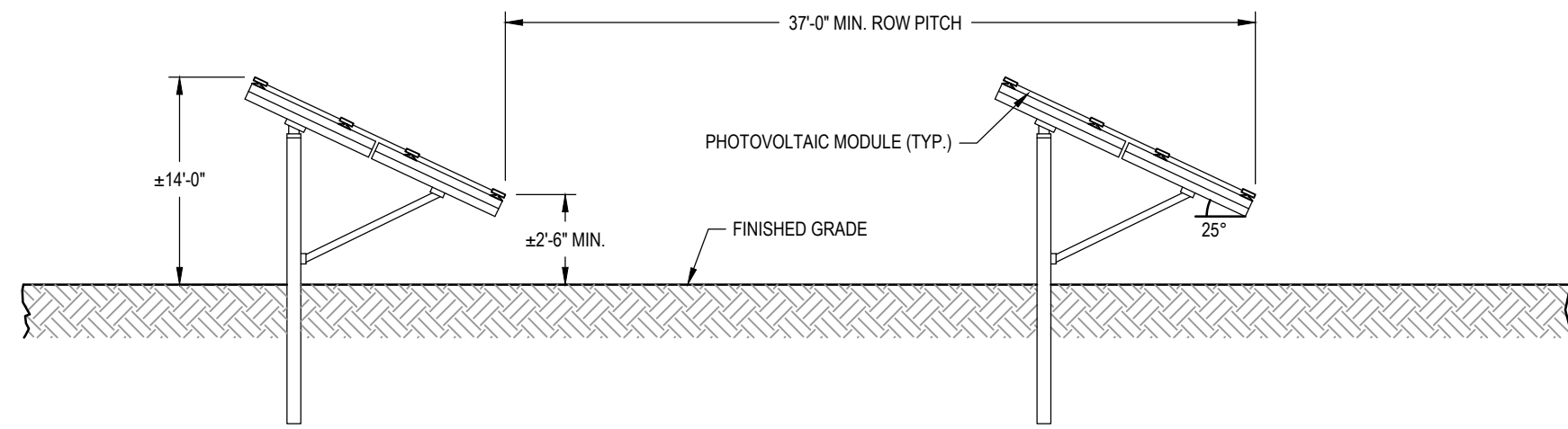
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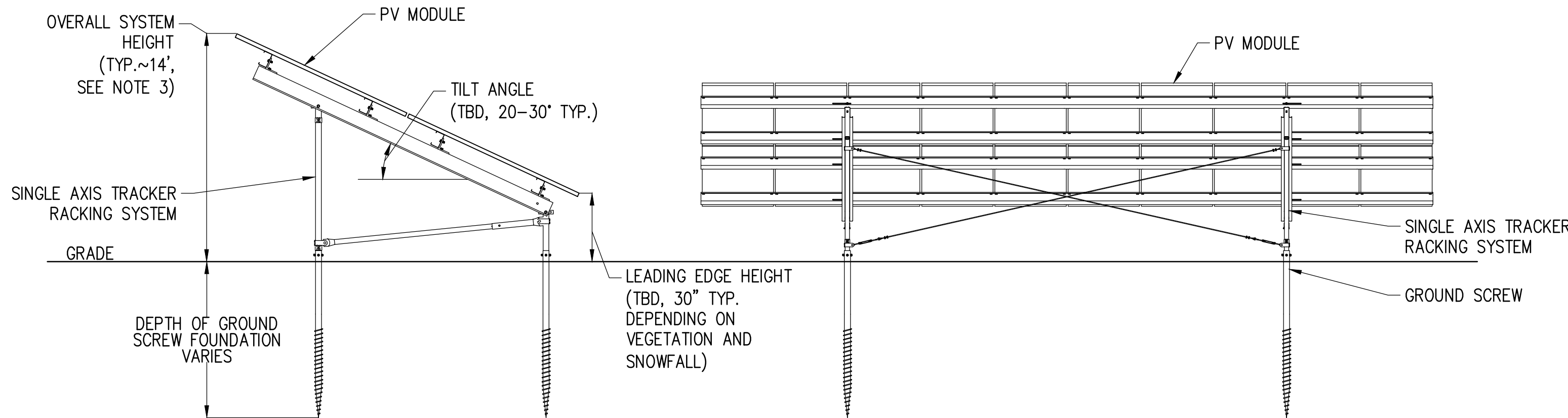
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ARE VALID ONLY WHEN PLOTTED
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C-3.0

SITE DETAILS

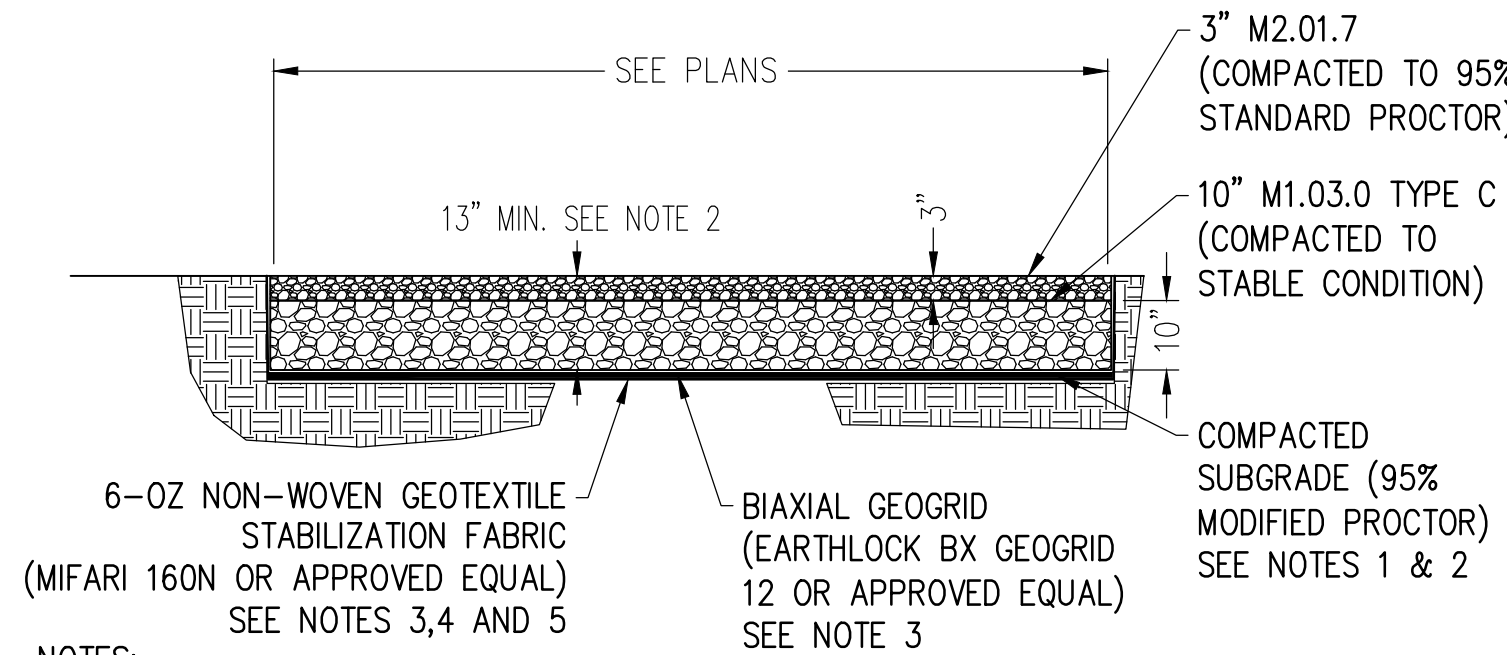


TYPICAL SIDE ELEVATION



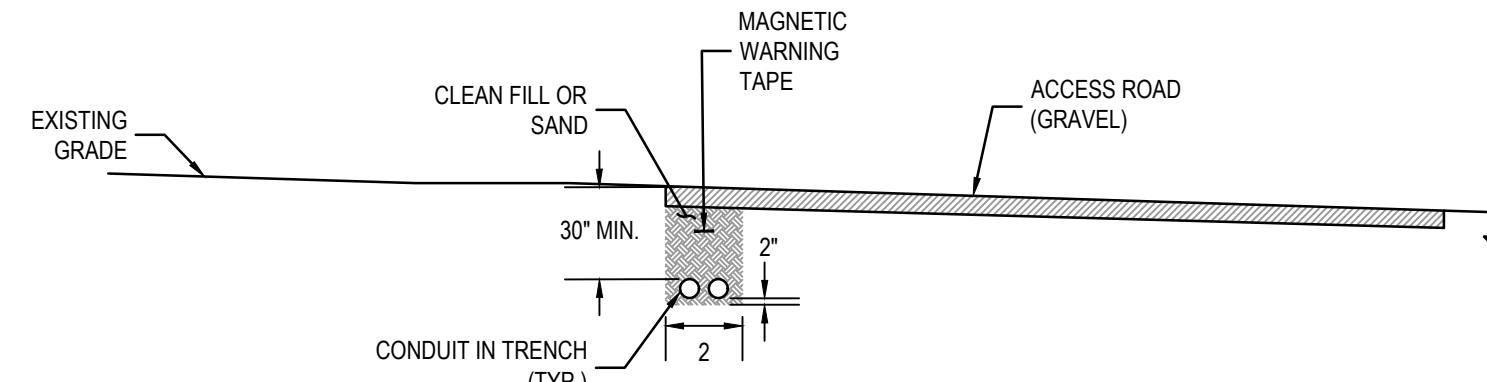
- NOTES:
- THE RACKING CONFIGURATION AND GROUND SCREW FOUNDATIONS SHOWN HERE ARE TYPICAL FOR A GROUND MOUNTED PV SYSTEM IN THIS REGION. THE SPECIFIC CONFIGURATION AND FOUNDATION DESIGN WILL BE DETERMINED BY OTHERS AS PART OF THE CONSTRUCTION SET OF DRAWINGS BASED ON THE SPECIFIED EQUIPMENT, RESULTS OF THE GEOTECHNICAL STUDY AND OTHER FACTORS. THE 2X10 TABLE SHOWN IN THIS DETAIL IS FOR GENERAL REFERENCE ONLY.
 - THE LEADING EDGE HEIGHT AND OVERALL SYSTEM HEIGHT ARE NOMINAL, ARE MEASURED FROM GRADE, VARY WITH CHANGES IN LOCAL TOPOGRAPHY, AND SHALL BE DETERMINED AS PART OF THE CONSTRUCTION SET OF DRAWINGS BASED ON FINAL MODULE AND RACKING SPECIFICATIONS.
 - THE MAXIMUM ALLOWABLE OVERALL SYSTEM HEIGHT SHALL BE GOVERNED BY CITY/TOWN BYLAWS AND/OR ZONING CODES.

1 DETAIL
PHOTOVOLTAIC (PV) ARRAY (TYP.)
NOT TO SCALE



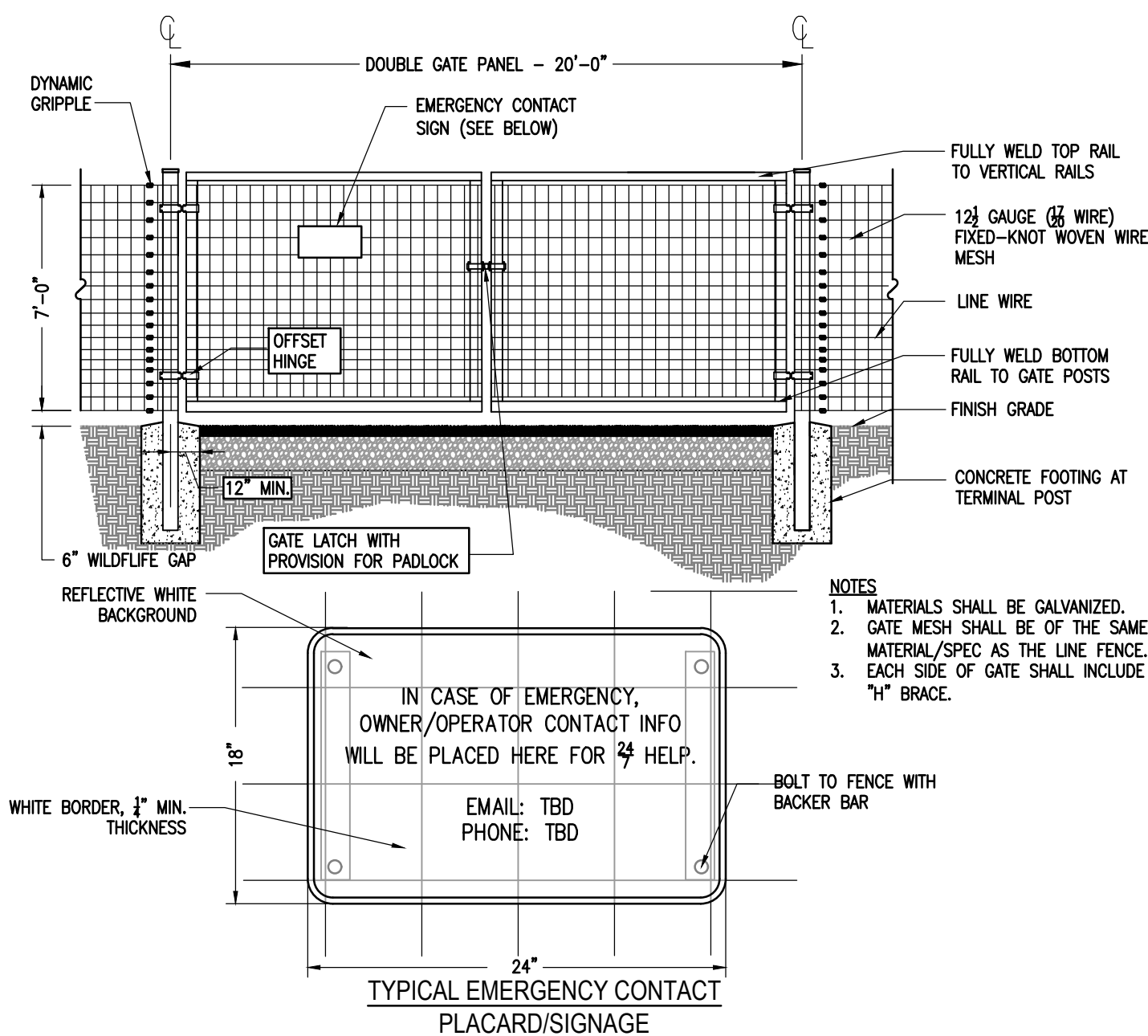
- NOTES:
- SUBCONTRACTOR SHALL EXCAVATE TO SUITABLE MATERIAL FOR SUBGRADE.
 - SUBCONTRACTOR SHALL COMPACT SUBGRADE TO PROVIDE SUITABLE SURFACE TO PLACE ROAD. REFER TO GEOTECHNICAL REPORT FOR SUBGRADE PREPARATION CRITERIA.
 - SUBCONTRACTOR SHALL FOLLOW MANUFACTURER INSTALLATION PROCEDURES.
 - WHERE OVERLAPPING OF GEOTEXTILE FABRIC IS REQUIRED, SUBCONTRACTOR SHALL OVERLAP A MINIMUM OF 24".
 - SUBCONTRACTOR SHALL REMOVE TEMPORARY CONSTRUCTION ACCESS ROADS, AND RESTORE TO PRE-CONSTRUCTION CONDITIONS TO THE SATISFACTION OF THE CEOR AND THE GOVERNING AGENCIES.
 - SUBCONTRACTOR SHALL INSTALL CONDUITS FOR ALL ELECTRICAL CONDUIT CROSSINGS PRIOR TO INSTALLATION OF THE GEOGRID MATERIAL. THE GEOGRID SHALL NOT BE HORIZONTALLY CUT ONCE INSTALLED.

4 DETAIL
GRAVEL ACCESS ROAD
NOT TO SCALE

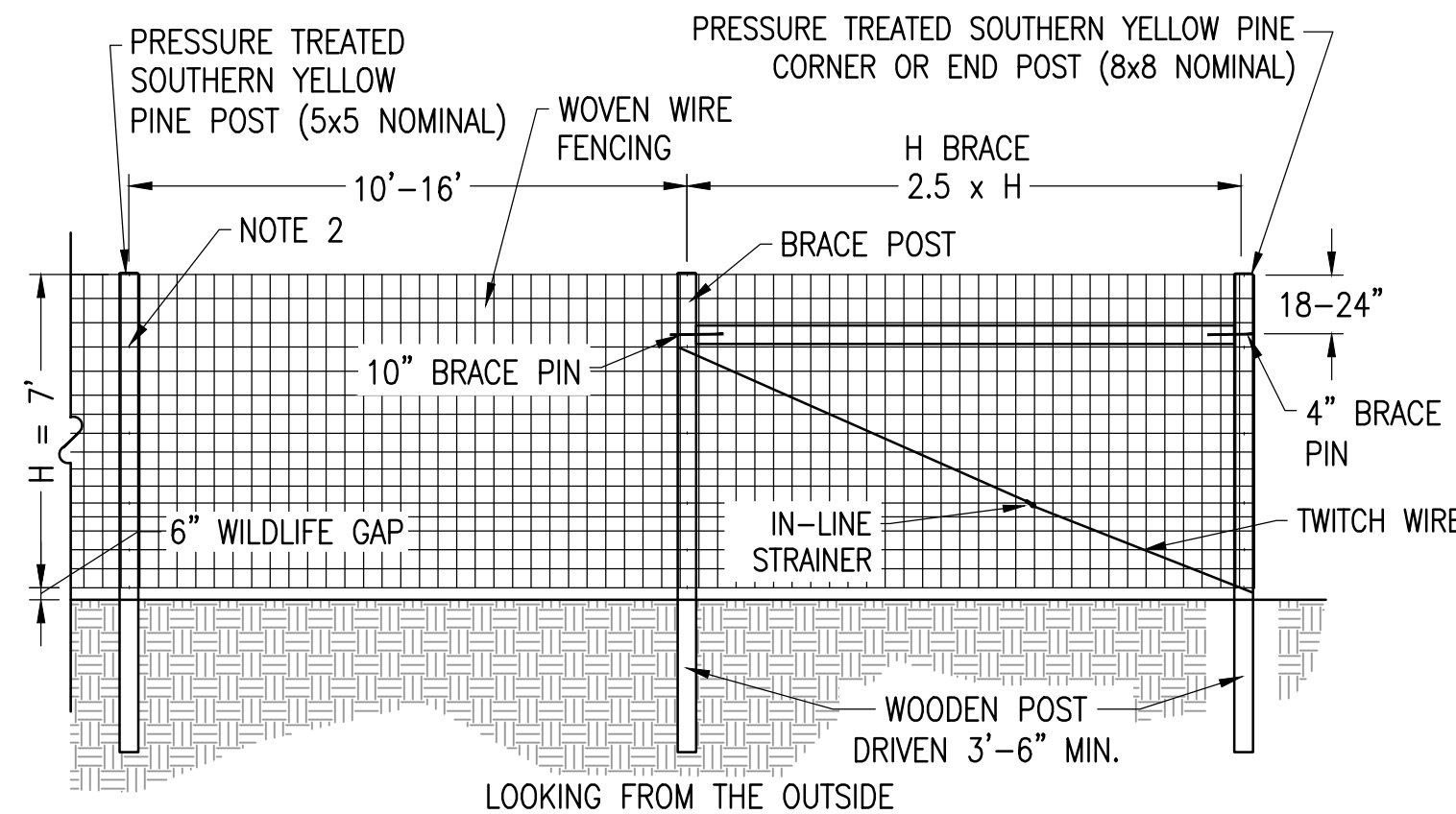


- NOTES:
- CONDUIT LAYOUTS TO BE DETERMINED.

5 DETAIL
CONDUIT TRENCH (TYP.)
NOT TO SCALE

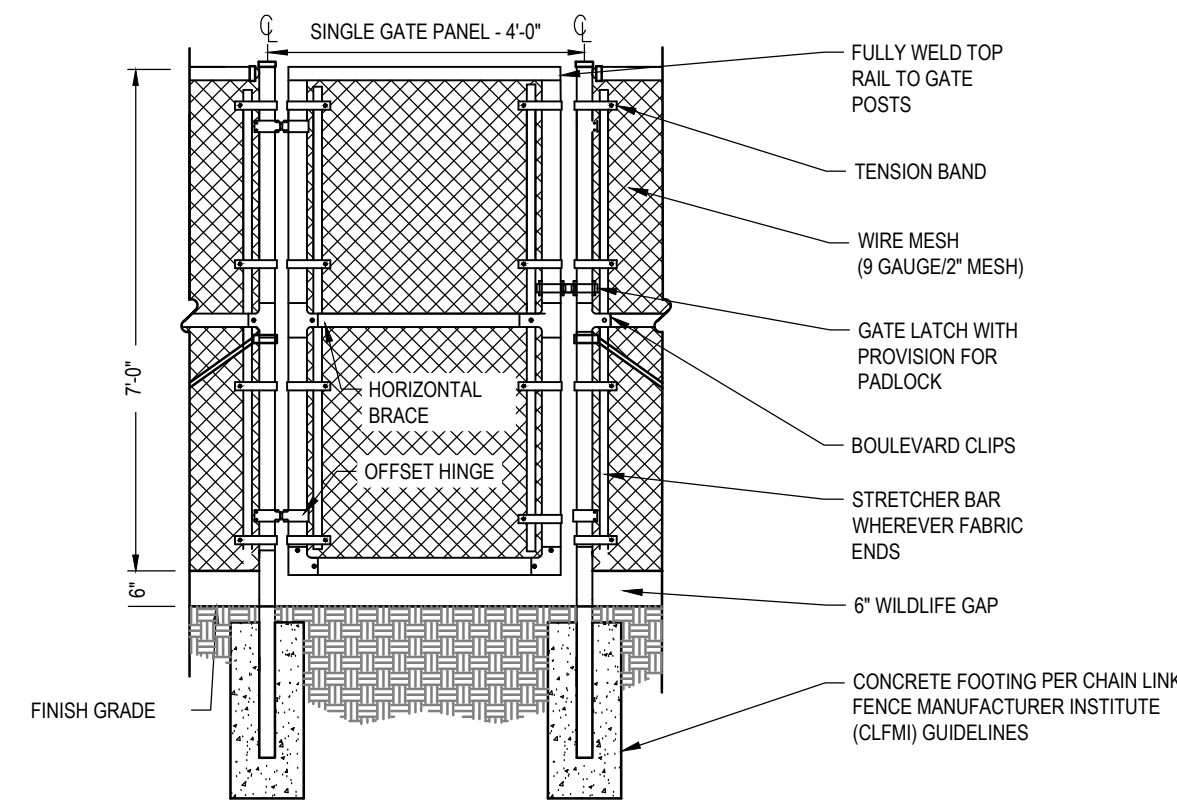


2 DETAIL
7' WOVEN WIRE VEHICLE GATE & PLACARD (TYP.)
NOT TO SCALE



- NOTES:
- CORNER BRACING SHALL BE INSTALLED FIRST.
 - FENCE FABRIC SHALL BE BEKAERT SOLIDLOCK PRO, 12 1/2 GAUGE HIGH-TENSILE FIXED KNOT WOVEN WIRE FENCE OR APPROVED EQUAL.
 - FENCE SHALL BE ATTACHED TO WOOD POSTS USING CLASS 3 BARB STAPLES AND ATTACHMENT LOCATIONS (SPACING) SHALL BE PER MANUFACTURERS RECOMMENDATIONS.
 - THIS DETAIL NOT APPLICABLE FOR PRIVACY FENCE OR FENCE WITH SLATS.
 - MINIMUM # OF HORIZONTAL WIRES SHALL BE 17 WITH 6" MAX. SPACING BETWEEN WIRES.
 - BRACE PINS SHALL BE 3/8" GALVANIZED PINS.

3 DETAIL
FIXED-KNOT WOVEN WIRE SECURITY FENCE (TYP.)
NOT TO SCALE



- NOTES:
- FABRIC SHALL BE GALVANIZED UNLESS OTHERWISE NOTED. REFER TO PLANS.

6 DETAIL
PERSONNEL ACCESS GATE (4') (TYP.)
NOT TO SCALE

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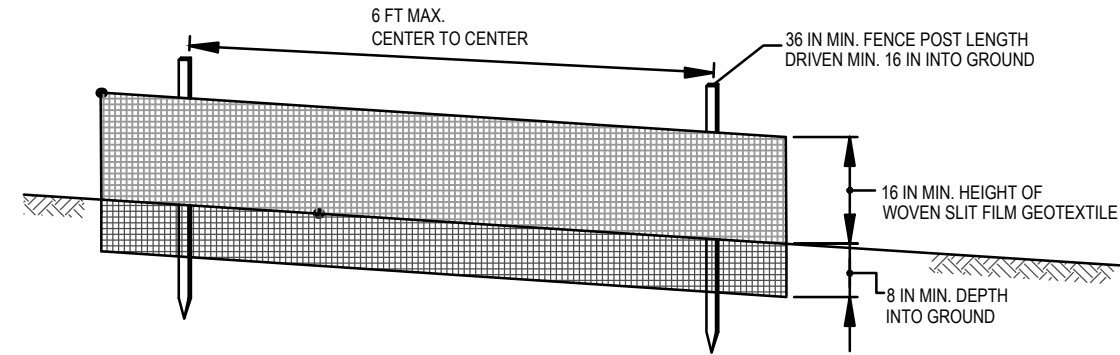
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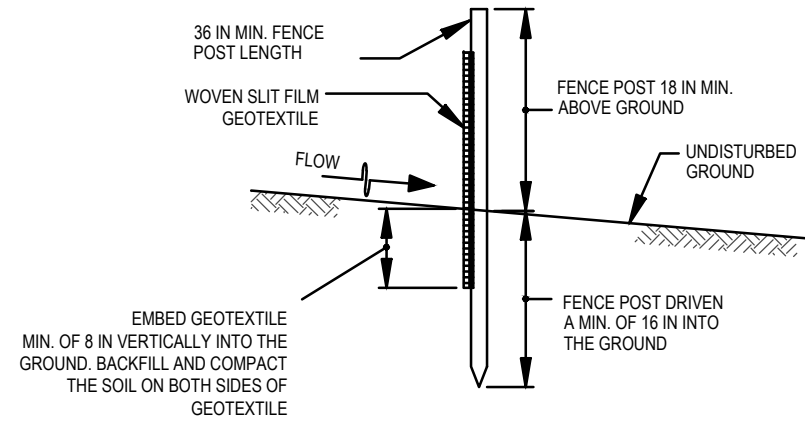
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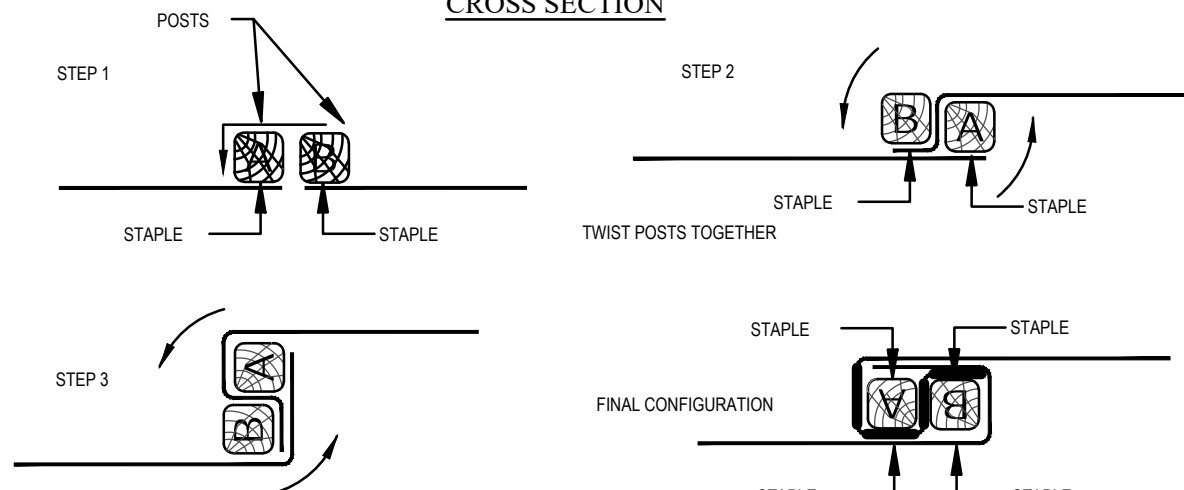
SITE DETAILS



ELEVATION



CROSS SECTION

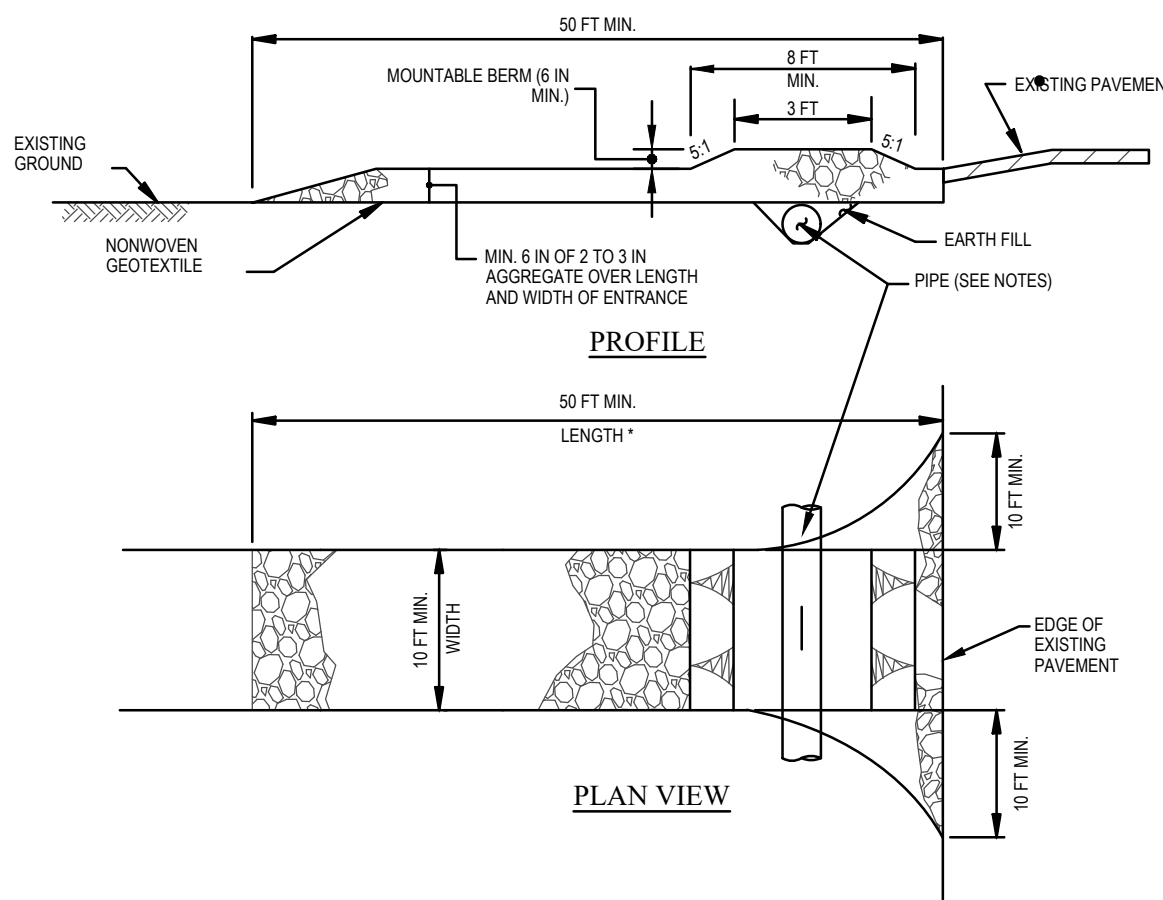


JOINING TWO ADJACENT SILT FENCE SECTIONS (TOP VIEW)

CONSTRUCTION SPECIFICATIONS:

- USE WOOD POSTS 1 3/4" X 1 3/4" ±1/16" INCH (MINIMUM) SQUARE CUT OF SOUND QUALITY HARDWOOD. AS AN ALTERNATIVE TO WOODEN POST USE STANDARD 1" OR 1 1/2" SECTION STEEL POSTS WEIGHING NOT LESS THAN 1 POUND PER LINEAR FOOT.
- USE 36 INCH MINIMUM POSTS DRIVEN 16 INCH MINIMUM INTO GROUND NO MORE THAN 6 FEET APART.
- USE WOVEN SLIT FILM GEOTEXTILE AS SPECIFIED IN SECTION H-1 MATERIALS AND FASTEN GEOTEXTILE SECURELY TO UPSLOPE SIDE OF FENCE POSTS WITH WIRE TIES OR STAPLES AT TOP AND MID-SECTION.
- PROVIDE MANUFACTURER CERTIFICATION TO THE AUTHORIZED REPRESENTATIVE OF THE INSPECTION/ENFORCEMENT AUTHORITY SHOWING THAT THE GEOTEXTILE USED MEETS THE REQUIREMENTS IN SECTION H-1 MATERIALS.
- EMBED GEOTEXTILE A MINIMUM OF 8 INCHES VERTICALLY INTO THE GROUND. BACKFILL AND COMPACT THE SOIL ON BOTH SIDES OF FABRIC.
- WHERE TWO SECTIONS OF GEOTEXTILE ADJOIN: OVERLAP, TWIST, AND STAPLE TO POST IN ACCORDANCE WITH THIS DETAIL.
- EXTEND BOTH ENDS OF THE SILT FENCE A MINIMUM OF FIVE HORIZONTAL FEET UPSLOPE AT 45 DEGREES TO THE MAIN FENCE ALIGNMENT TO PREVENT RUNOFF FROM GOING AROUND THE ENDS OF THE SILT FENCE.
- REMOVE ACCUMULATED SEDIMENT AND DEBRIS WHEN BULGES DEVELOP IN SILT FENCE OR WHEN SEDIMENT REACHES 25% OF FENCE HEIGHT. REPLACE GEOTEXTILE IF TORN. IF UNDERMINING OCCURS, REINSTALL FENCE.

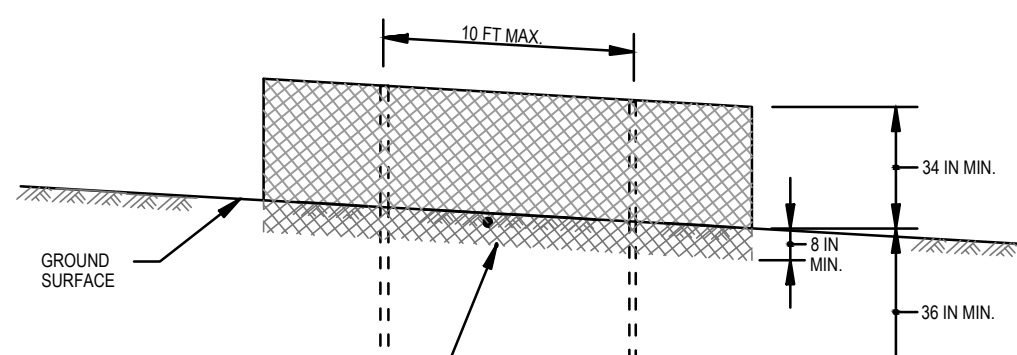
1 DETAIL
SILT FENCE
NOT TO SCALE



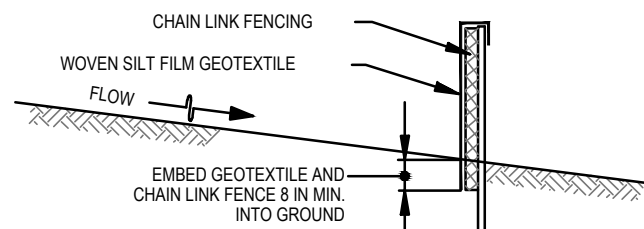
NOTES:

- STABILIZED CONSTRUCTION ENTRANCE DESIGN AS PER MARYLAND STANDARDS AND SPECIFICATIONS FOR SOIL EROSION AND SEDIMENT CONTROL (DETAIL B-1).
- PLACE STABILIZED CONSTRUCTION ENTRANCE IN ACCORDANCE WITH THE APPROVED PLAN. VEHICLES MUST TRAVEL OVER THE ENTIRE LENGTH OF THE SCE. USE MINIMUM LENGTH OF 50 FEET (30 FEET FOR SINGLE RESIDENCE LOT). USE MINIMUM WIDTH OF 10 FEET. FLARE SCE 10 FEET MINIMUM AT THE EXISTING ROAD TO PROVIDE A TURNING RADIUS.
- PIPE ALL SURFACE WATER FLOWING TO OR DIVERTED TOWARD THE SCE UNDER THE ENTRANCE, MAINTAINING POSITIVE DRAINAGE. PROTECT PIPE INSTALLED THROUGH THE SCE WITH A MOUNTABLE BERM WITH 5:1 SLOPES AND A MINIMUM OF 12 INCHES OF STONE OVER THE PIPE. PROVIDE PIPE AS SPECIFIED ON APPROVED PLAN. WHEN THE SCE IS LOCATED AT A HIGH SPOT AND HAS NO DRAINAGE TO CONVEY, A PIPE IS NOT NECESSARY. A MOUNTABLE BERM IS REQUIRED WHEN SCE IS NOT LOCATED AT A HIGH SPOT.
- PREPARE SUBGRADE AND PLACE NONWOVEN GEOTEXTILE, AS SPECIFIED IN SECTION H-1 MATERIALS.
- PLACE CRUSHED AGGREGATE (2 TO 3 INCHES IN SIZE) OR EQUIVALENT RECYCLED CONCRETE (WITHOUT REBAR) AT LEAST 6 INCHES DEEP OVER THE LENGTH AND WIDTH OF THE SCE.
- MAINTAIN ENTRANCE IN A CONDITION THAT MINIMIZES TRACKING OF SEDIMENT. ADD STONE OR MAKE OTHER REPAIRS AS CONDITIONS DEMAND TO MAINTAIN CLEAN SURFACE. MOUNTABLE BERM, AND SPECIFIED DIMENSIONS. IMMEDIATELY REMOVE STONE AND/OR SEDIMENT SPILLED, DROPPED, OR TRACKED ONTO ADJACENT ROADWAY BY VACUUMING, SCRAPING, AND/OR SWEEPING. WASHING ROADWAY TO REMOVE MUD TRACKED ONTO PAVEMENT IS NOT ACCEPTABLE UNLESS WASH WATER IS DIRECTED TO AN APPROVED SEDIMENT CONTROL PRACTICE.

3 DETAIL
ROCK CONSTRUCTION ENTRANCE (TYP.)
NOT TO SCALE



ELEVATION

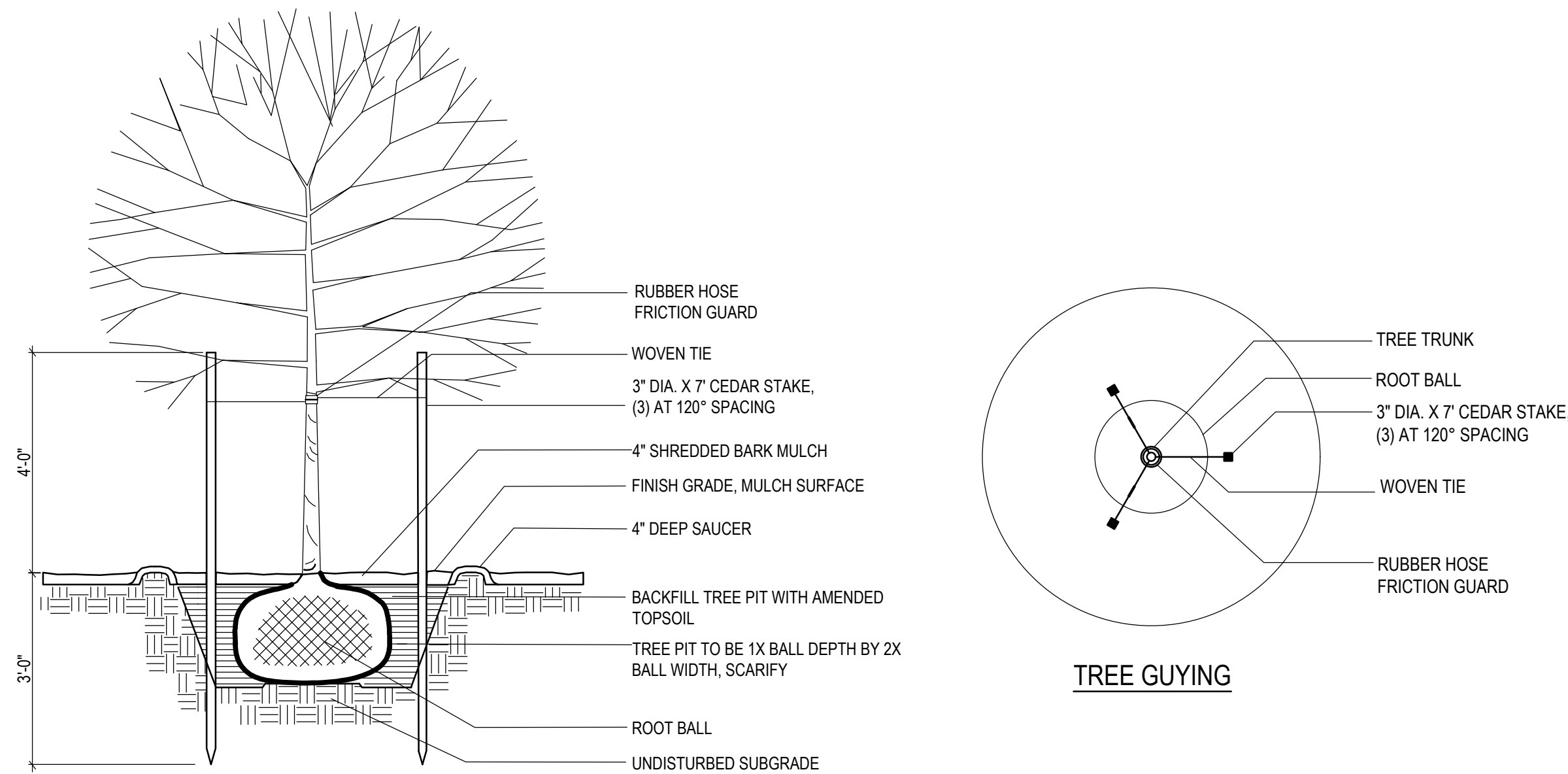


CROSS SECTION

CONSTRUCTION SPECIFICATIONS:

- INSTALL 2 3/8 INCH DIAMETER GALVANIZED STEEL POSTS OF 0.095 INCH WALL THICKNESS AND SIX FOOT LENGTH SPACED NO FURTHER THAN 10 FEET APART. DRIVE THE POSTS A MINIMUM OF 36 INCHES INTO THE GROUND.
- FASTEN 9 GAUGE OR HEAVIER GALVANIZED CHAIN LINK FENCE (2 3/8 INCH MAXIMUM OPENING) 42 INCHES IN HEIGHT SECURELY TO THE FENCE POSTS WITH WIRE TIES OR HUG RINGS.
- FASTEN WOVEN SLIT FILM GEOTEXTILE AS SPECIFIED IN SECTION H-1 MATERIALS, SECURELY TO THE UPSLOPE SIDE OF CHAIN LINK FENCE WITH TIES SPACED EVERY 24 INCHES AT THE TOP AND MID SECTION. EMBED GEOTEXTILE AND CHAIN LINK FENCE A MINIMUM OF 8 INCHES INTO THE GROUND.
- WHERE ENDS OF THE GEOTEXTILE COME TOGETHER, THE ENDS SHALL BE OVERLAPPED BY 6 INCHES, FOLDED, AND STAPLED TO PREVENT SEDIMENT BY PASS.
- EXTEND BOTH ENDS OF THE SUPER SILT FENCE A MINIMUM OF FIVE HORIZONTAL FEET UPSLOPE AT 45 DEGREES TO THE MAIN FENCE ALIGNMENT TO PREVENT RUNOFF FROM GOING AROUND THE ENDS OF THE SUPER SILT FENCE.
- PROVIDE MANUFACTURER CERTIFICATION TO THE INSPECTION/ENFORCEMENT AUTHORITY SHOWING THAT GEOTEXTILE USED MEETS THE REQUIREMENTS IN SECTION H-1 MATERIALS.
- REMOVE ACCUMULATED SEDIMENT AND DEBRIS WHEN BULGES DEVELOP IN FENCE OR WHEN SEDIMENT REACHES 25% OF FENCE HEIGHT. REPLACE GEOTEXTILE IF TORN. IF UNDERMINING OCCURS, REINSTALL CHAIN LINK FENCING AND GEOTEXTILE.

2 DETAIL
SUPER SILT FENCE
NOT TO SCALE



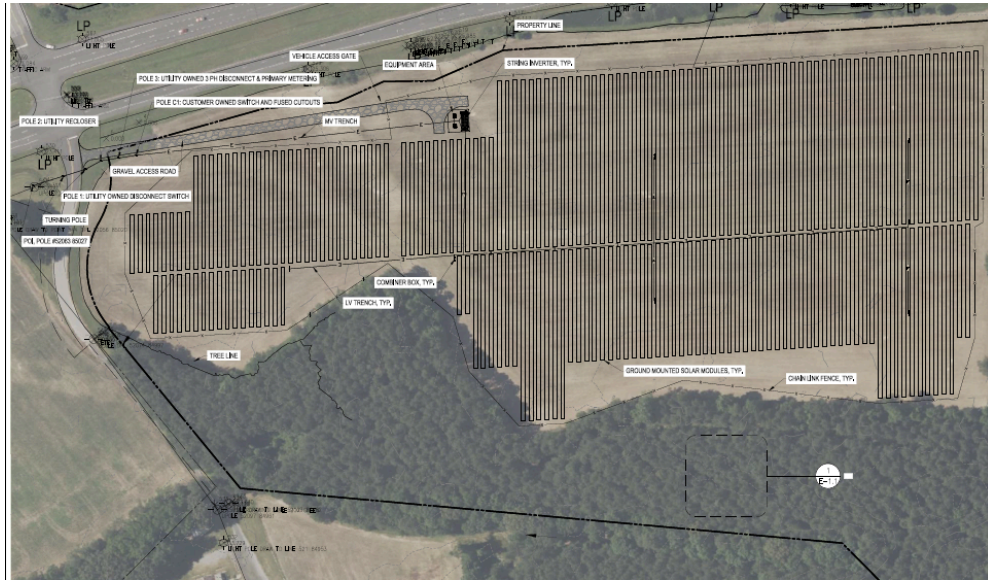
NOTES:

- THE LOCATIONS FOR PLANT MATERIAL ARE APPROXIMATE AND ARE SUBJECT TO FIELD ADJUSTMENT DUE TO SLOPE, VEGETATION, AND SITE FACTORS SUCH AS THE LOCATION OF ROCK OUTCROPS. PRIOR TO PLANTING, THE LANDSCAPE CONTRACTOR SHALL ACCURATELY STAKE OUT THE LOCATIONS FOR ALL PLANTS. NO PLANT SHALL BE PLACED IN THE GROUND BEFORE ROUGH GRADING HAS BEEN COMPLETED AND FIELD LOCATIONS OR ADJUSTMENTS OF THE TREES HAVE BEEN APPROVED BY THE OWNER.
- ALL SCREENING TREES SHALL BE ARRANGES IN A WAY THAT DIAMETER OF TREE SHALL OVERLAP WHEN VIEWED AT THE PERPENDICULAR ANGLE TO EFFECTIVELY ACHIEVE AN OPAQUE VISUAL BARRIER.
- COORDINATE PLANTING LOCATIONS WITH SITE UTILITIES. THE LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR ANY DAMAGE DUE TO NEGLIGENCE AND SHALL REPLACE OR REPAIR ANY DAMAGE AT THEIR OWN EXPENSE.
- FOR CONTAINER-GROWN TREES, USE FINGERS OR SMALL HAND TOOLS TO PULL THE ROOTS OUT OF THE OUTER LAYER OF POTTING SOIL; THEN CUT OR PULL APART ANY ROOTS CIRCLING THE PERIMETER OF THE CONTAINER.
- THOROUGHLY SOAK THE TREE ROOT BALL AND ADJACENT PREPARED SOIL SEVERAL TIMES DURING THE FIRST MONTH AFTER PLANTING AND REGULARLY THROUGHOUT THE FOLLOWING TWO SUMMERS.
- SOIL AMENDMENTS:
 - MODIFY HEAVY CLAY OR SILT SOILS (MORE THAN 40% CLAY OR SILT) BY ADDING COMPOSED PINE BARK (UP TO 30% BY VOLUME) OR GYPSUM.
 - MODIFY EXTREMELY SANDY SOILS (MORE THAN 85% SAND) BY ADDING ORGANIC MATTER AND/OR DRY, SHREDDED CLAY LOAM UP TO 30% OF THE TOTAL MIX.
- INVASIVE SPECIES AND OTHER WEEDS WILL BE REMOVED AND CONTROLLED THROUGHOUT THE PROJECT AREA DURING OPERATION OF THE PROJECT. EMPHASIS WILL BE PLACED ON REMOVAL OF INVASIVE AND NOXIOUS WEEK SPECIES FROM BUTTER AREAS TO MAINTAIN BUFFER HEALTH AND SCREEN PROJECTS.
- THE USE OF CHEMICALS WILL BE LIMITED TO THAT NECESSARY TO AVOIDED TO THE MAXIMUM EXTENT PRACTICABLE. ALL CHEMICAL CONTROL TREATMENTS WILL BE PERFORMED BY, OR PERFORMED UNDER THE DIRECT SUPERVISION OF, A MARYLAND CERTIFIED PESTICIDE APPLICATOR OR TECHNICIAN.
- ALL SCREENING TREES SHALL BE FIELD SPACED AT THE TIME OF PLANTING TO ENSURE THAT TRES WILL BE OF SUFFICIENT HEIGHT, DENSITY, AND MATURITY IN ORDER TO PROVIDE A VEGETATED BUFFER AND YEAR-ROUND SCREENING OF THE SOLAR FACILITY FROM THE TIME OF INSTALLATION.
 - SINGLE ROW SPACING: PLANT 25' ON CENTER MAXIMUM SPACES BETWEEN TREES.
 - DOUBLE ROW SPACING: PLANT 25' ON CENTER MAXIMUM SPACING BETWEEN THREES, ROWS SHALL BE STAGGERED AND SPACED APART 15' ON CENTER MAXIMUM.
- ALL PLANTING MATERIALS SHALL BE MAINTAINED FOR THE DURATION OF THE PROJECT LIFE IN ORDER TO ENSURE EFFECTIVE SCREENING AND SHALL BE REPLACED WHEN NECESSARY.
- ANY TREE WRAP OR ROPE WILL BE REMOVED AND PROPERLY DISPOSED OF FOLLOWING INSTALLATION.
- THE FOLLOWING SCREENING TREE SPECIES SHALL BE USED, OR APPROVED EQUIVALENT SPECIES TO EMULATE THE MIX OF NATIVE VEGETATION ALREADY IN EXISTENCE WITHIN THE LANDSCAPE:
 - EVERGREEN TREE: ARBORVITAE OR APPROVED EQUIVALENT.
 - DECIDUOUS TREE (POLLENATOR FRIENDLY SPECIES): DOGWOOD, REDBUD, OR APPROVED EQUIVALENT.

4 DETAIL
SCREENING TREE PLANTING (TYP.)
NOT TO SCALE

Environmental Review Document

**0 Woodside Lane Project
0 Worcester Hwy
Snow Hill, Maryland 21863**



Applicant/Prepared for:

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c/o New Leaf Energy, Inc.
55 Technology Drive, Suite 102
Lowell, Massachusetts 01851**

Prepared by:

**ARM Group LLC
1129 West Governor Road
Hershey, Pennsylvania 17033**

ARM Project No. 023011299

April 2025

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1.0 PROJECT OVERVIEW

Woodside Solar 1, LLC (the “Applicant”) proposes to develop a five (5) megawatt alternating current (“MWac”) photovoltaic (“PV”) solar project located approximately 2 miles south of Snow Hill, Worcester County (the “County”), Maryland (“MD”). The Applicant is applying to the Maryland Public Service Commission (the “Commission”) for a Certificate of Public Convenience and Necessity (“CPCN”) for the 0 Woodside Lane Solar Project (the “Project”). A Conceptual Site Plan for the Project is included as **Appendix A**.

Based on site limitations and environmental constraints, the Project is anticipated to occupy approximately 23 acres of a 54.3-acre property (the “Property”) located at 0 Worcester Hwy Snow Hill, Maryland 21863. The Property (Tax Map 0071, Grid 0003, Parcel 0035) is owned by John & Barbara Shockley, and the Project area will be leased to the Applicant for the development of the proposed ground-mounted, solar facility. The land that the Project will occupy constitutes the site (the “Site”). The Site primarily consists of agricultural lands. The Property location and land features near the Property are more clearly illustrated in **Appendix A**.

The Project site provides a suitable buildable area to accommodate a five (5) MWac solar energy system that will support approximately 1,125 households at 10,000 kWh/year and displace 8,750 tons of carbon dioxide (“CO₂”) emissions per year or 175,000 tons over the lifetime of the Project. By increasing the share of renewable energy in Maryland's energy mix, the project aligns with the State's goal of reaching fifty percent (50%) renewable energy by the year 2030.

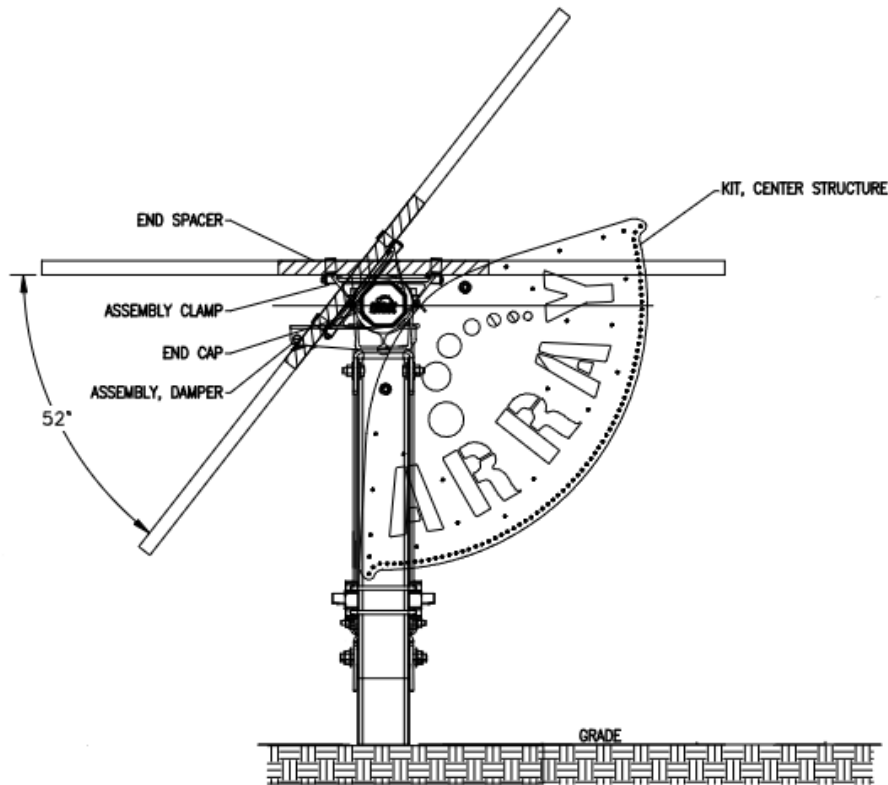
The total generating capacity for the Project is anticipated to be 5,000 kilowatts alternating current (“kWac”) (5 MWac). Interconnection to the electric distribution grid will occur through an existing feeder back to the utility substation with a 24.9 kV circuit.

As currently designed, the PV arrays will be ground-mounted on single axis tracker racking systems consisting of galvanized steel posts and galvanized steel or aluminum structures at a resting angle of fifty-two (52) degrees. The Applicant currently estimates approximately 11,872 PV panel modules will be used, each rated at 615 watts pending (“Wp”) available supply or technological advancements closer to construction. The panels will have a typical height of

approximately twelve (12) feet, although this height will be reached during a limited number of hours each day. A solar panel design is shown as **Figure 1**. The space between rows will be determined during final design but at minimum will be equal to or greater than the panels horizontal width in order to meet Maryland Department of the Environment (“MDE”) Stormwater Guidelines. The solar panels will be designed to withstand snow and wind loads in accordance with the International Building Code (“IBC”) 2018.

The Project does not anticipate impacts to other applicable state, regional, and local plans or programs. Further, references to each appropriate agency with authority to review, evaluate, or comment on behalf of the plan or program are shown in **Table 1** below. There are no other known review agencies anticipated for the Project.

Figure 1 – Solar Array Schematic



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

2.0 STATEMENT OF NEED AND PURPOSE

The State of Maryland has enacted aggressive legal and policy standards in pursuit of expanded renewable energy generation such as solar. Maryland's Renewable Portfolio Standard ("RPS") mandates that fifty percent (50%) of Maryland's electricity be generated from renewable energy sources by 2030, which must include at least fourteen and one-half percent (14.5%) solar energy by 2028. The Project will generate five (5) MWac of solar energy to help bring the State closer to meeting its goals.

There will be significant economic benefits resulting from the Project to include a capital cost of approximately up to eleven million (\$11M) and approximately thirty (30) design, management, and construction personnel working remotely or on the Site at the height of construction. Additionally, there will be continued direct and indirect employment for at least five (5) years following completion of construction. The construction schedule is estimated to be six (6) months and is expected to be completed as early as possible following all necessary approvals. Significant local resources are being employed as part of the design, entitlement, construction, and startup process. The tax revenue yield for a project of this size and type will also support critical County and State tax-funded programs that are often in desperate need of additional resources.

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

Maryland has active efforts underway to reduce greenhouse gas emissions and mitigate climate change impacts, such as the Greenhouse Gas Emissions Reduction Act and the Regional Greenhouse Gas Initiative which both set goals for reducing emissions by 2030. The Project will

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

be 100% emissions free and will offset the need for sources of power derived from fossil fuels. In 2017, Maryland established legislation promoting pollinator-friendly habitat solar projects. Pollinators are a crucial component of all agricultural ecosystems, yet suitable habitat for these species is declining. The Project will be designed to exceed the State Standard for pollinator-friendly solar projects. The establishment of additional pollinator habitat will benefit the local and state economy by improving agricultural ecosystems, as well as air, soil, and water quality.

3.0 APPLICANT INFORMATION**A. Name and Address of Applicant**

Woodside Solar 1, LLC
 c/o New Leaf Energy, Inc.
 55 Technology Drive, Suite 102
 Lowell, MA 01851

B. Person Authorized to Receive Notices and Communications

Applicant	Counsel
Mr. Drew Funk Project Developer New Leaf Energy 55 Technology Drive, Suite 102 Lowell, MA 01851 dfunk@newleafenergy.com (814) 574-0502	Mr. David W. Beugelmans Mr. Maxwell T. Cooke Ms. Colleen O. Collins Gordon Feinblatt LLC 1001 Fleet St., Suite 700 Baltimore, MD 21202 dbeugelmans@gfrlaw.com mcooke@gfrlaw.com ccollins@gfrlaw.com

C. Community Liaison Officer

This Application is for a proposed community solar project that will have a capacity of approximately five (5) MWac. Projects of this size are not “qualified generation stations” under COMAR 20.79.01.02(37) and do not require the appointment of a Community Liaison Officer. However, the Applicant has an internal community engagement team led by:

D. Public Access to a Copy of the Application

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

Worcester County
Planning & Zoning Department
1 West Market Street, Suite 1201
Snow Hill, MD 21863
(410) 632-1200

4.0 STATE AND LOCAL PERMITS

A. Maryland Public Service Commission

1. Certificate of Public Convenience and Necessity

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

B. Delmarva Power and Light Company

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

1. Interconnection Agreement

The Project is in the DPL service territory and will connect to the electric distribution grid through an existing 24.9 kV feeder back to the utility substation. Prior to the commencement of construction, the Applicant will be required to execute an Interconnection Agreement with DPL. The Applicant submitted an interconnection application on February 22, 2024 and anticipates study completion on September 11, 2025. DPL has provided guidance on the interconnection process and on the potential use of a nearby substation for this purpose.

C. Maryland Department of the Environment

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

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

with the terms of the General Permit. An NOI will be submitted to MDE during the Construction Drawing Plan review phase.

D. Worcester County Plan Review and Permitting

1. Zoning and Site Plan Approval

The Applicant has contacted Worcester County and is working on scheduling a CPCN pre-application consultation with the County to inform of the proposed development in the early June 2025 timeframe. The County will be provided with the Environmental Review Document (“ERD”) and Concept Site Plan for the Project in early May 2025. COMAR 20.79.03.01(A) requires a CPCN application to include a statement from the County and, under COMAR 20.79.01.05 and .06, whether the project is consistent with the applicable local comprehensive plan and zoning ordinance. The Applicant will be in routine communication with the County once the County is provided the Project documentation and will request a written statement, or at a minimum, a written statement indicating the status of the review. The County has not provided the Applicant feedback during the pre-application consultation meeting, which is summarized in **Appendix M**. However, the County has not provided a statement regarding the Project’s consistency with the local comprehensive plan and zoning ordinance.

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

2. Forest Conservation Act

The Project anticipates compliance with the Worcester County Forest Conservation Ordinance, which was adopted in 1994, to meet the Maryland Forest Conservation Act. The ordinance requires submission of a Forest Stand Delineation (“FSD”) and Forest Conservation Plan (“FCP”) for review and approval by Worcester County Development Review, which is included in **Appendix P**. On May 8, 2023, Governor Wes Moore approved Senate Bill 526, which exempts solar photovoltaic facilities from afforestation requirements if a FCP has not been approved by July 1, 2024.

3. Grading, Building, Electrical, Entrance Permits

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

E. Summary of Permits/Approvals

The Applicant received its Subscriber Organization identification number (23A3057570006538) on February 13, 2024, and submitted an interconnection application to DPL on February 22, 2024; see **Appendix H** for applicable interconnection documentation.

1. Matrix of State/Local Permit and Approvals

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

Table 1 – Matrix of State/Local Permits and Approvals										
Agency/Authority	Permits/Approvals	Regulatory Citation(s) (as applicable)	Required For		Status			Condition or Exemption		Comments
			Construction	Operation	Application Contained Herein	Application to be Filed/Obtained	Permit/Approval Obtained	Yes	No	
Maryland Public Service Commission (PSC)	Certificate of Public Convenience and Necessity (CPCN)	COMAR 20.79	X		X				X	This document partially satisfies the CPCN Application.
Delmarva Power	Interconnection Agreement	Condition for Issuance of CPCN		X		X			X	Applicant has submitted an Interconnection Application and expects to receive and execute an Interconnection Agreement within 18-24 months thereof.
Maryland Department of the Environment (MDE)	NPDES General Permit for Construction Activity (NOI)	COMAR 26.08, Clean Water Act Section 401, 40 CFR 122	X			X			X	Application/Notice of Intent to be submitted following approval of Site Plan. Normally received within 2-3 weeks.
Worcester County and/or MDE	Site Plan Review, Erosion & Sediment Control, Stormwater Management, Landscape Plan, Forest Conservation Act, Construction (Grading, Electrical and Building) Permits, Legal Documents (Bonds, Easements and Agreements)	Applicability varies according to Local and State requirements.	X			X			X	It is expected that the County will participate in the CPCN process and provide input regarding the site plan, stormwater management, and erosion and sediment control, and combined FSD and preliminary/ final FCP; approval is expected approximately 3-6 months from submittal. Grading, electrical, and building permits and legal documents will be applied for within 3 months following approval of the Site Plan.
Federal Aviation Administration (FAA)	Glare Analysis	COMAR 11.03.05	X				X		X	FAA Notice Criteria confirmation included in Appendix I.
U.S. Fish and Wildlife Service (USFWS)	Threatened, Endangered, Proposed, and Candidate Species Review	Section 7(c) Endangered Species Act of 1973, as amended (16 U.S.C 1531 <i>et seq.</i>)	X				X		X	USFWS project review and response included in Appendix D.
Maryland Department of Natural Resources (DNR) Wildlife and Heritage Service	Rare, Threatened, and Endangered Species Review	Natural Resources Article, COMAR 08.02.12	X				X		X	Project review and DNR response included in Appendix E.
Maryland Historical Trust (MHT)	Cultural Resources Review	COMAR 34.04.02	X			X			X	Project review and MHT response included in Appendix F.
Maryland State Highway Administration (SHA)	Entrance/Driveway Permit	COMAR 11.04.05	X			X			X	Application to be submitted at the time Construction Documents have been completed.

5.0 COMAR 20.79.03.01 DESCRIPTION OF GENERATING STATION

A. Location

The Project is located within Snow Hill, Worcester County, Maryland as part of Tax Map 0071, Grid 0003, Parcel 0035. The approximate center of the Site is located at Latitude 38.142515°N, Longitude -75.411209°W (NAD 83). The Site location is more clearly illustrated in **Appendix A** and **Section 1.0**.

B. Design Features

The Project is anticipated to occupy approximately 23 acres of the Property. The proposed Project consists of a ground-mounted, single axis tracker, solar PV array installation, interconnection, and construction of all associated site access, stormwater management infrastructure, a minimum seven (7) foot tall fence around the perimeter to provide security and safety, landscape screening, mechanical and electrical equipment, and equipment pad to suit the solar facility. Interconnection to the electric distribution grid will occur through an existing 24.9 kV feeder back to the utility substation.

In compliance with the applicable provisions of the Worcester County Zoning Ordinance, the vegetative screening will be achieved through the installation of single or double row(s) of diverse plantings, consisting of a mix of deciduous trees and evergreen trees. In compliance with the applicable provisions of the Worcester County Zoning Ordinance (Sections 1-322 and 1-344(d)), a newly proposed six (6) foot wide buffering and screening area, in conjunction with existing forestry screening on the eastern side of the property, will be implemented between the Project and all adjoining residentially zoned property, as well as along all adjacent roadways. The buffering and screening area may consist of a combination of berms, possible evergreen or deciduous species, or fencing. The determination of the buffering and screening elements will be made by the County Council, taking into consideration the characteristics of both the Project location and the surrounding neighborhood. Additionally, the buffering and screening area may be located within the setback areas as defined by the ordinance. The Project is designed to have over 350 feet of distance from the closest, adjacent neighbors' residences on the northeast and northwest sides, providing a considerable buffer zone. Furthermore, the existing trees neighboring the parcel provide additional privacy, effectively obscuring the view from neighbors to the east. This ensures that neighboring properties are minimally

impacted by the Project's construction and operation and preserves the aesthetic and environmental quality of the area.

The Project will consist of approximately 11,872 PV modules. The array will be installed using a post-supported racking system utilizing steel posts with steel or aluminum structures for mounting the modules. Each pile will be driven by a pile driving or auger machine to a depth of approximately six (6) to ten (10) feet below grade per final engineering design. Exact equipment specifications will be determined shortly before construction, based on equipment availability and the final racking design.

A typical Solar Array Schematic and racking detail, as shown in **Figure 1**, depicts the array with portrait racking with one(1) rows of modules positioned vertically on each stack. The space between rows will be determined during final design but at minimum will be equal or greater than the panels horizontal width in order to meet MDE Stormwater Guidelines. In this configuration, the solar modules are set at a resting angle of fifty-two (52) degrees and the minimum leading-edge height (bottom edge of the modules) will be approximately 18 inches above finished grade, and typical (top-edge height of the modules) will be approximately twelve (12) feet above finished grade. The solar arrays will be designed to withstand snow and wind loads per latest adopted IBC standards.

In addition to the PV modules, the facility components will also include a racking system, direct current ("DC") to alternating current ("AC") power inverters, medium-voltage transformers, control and distribution cabinets, a medium-voltage collection system, power switchgear, and other equipment necessary to interconnect to the distribution system. The panel and inverter manufacturer will be chosen based on availability at the time of procurement but will have the typical dimensions shown in **Table 2**.

The DC collection system will collect electrical power from the panels and transmit it to a power center. Panels will be grouped into a series of circuits (strings). These strings are wired in parallel through electrical harnesses that travel through the cable to trays to combiner boxes which are sized to accommodate the electrical design and layout. The DC power from the combiner boxes will then be routed to DC to AC inverters located in the power centers. Inverters convert DC power from the panels into three-phase AC

power for distribution to the point of interconnection (“POI”). Current conceptual design configurations call for two separate power centers, each containing a central inverter station and a medium voltage transformer, subject to final design. Each power center and its associated electrical components will be mounted on a concrete pad. Cables will be buried in compliance with the applicable National Electrical Code (“NEC”) and National Electric Safety Code (“NESC”) standards.

The overall slope of the Site is fifteen percent (15%) or less and primarily consists of agricultural lands. Due to the proposed stormwater management, which includes utilization of grass swales, infiltration basins, disconnection of non-rooftop runoff where applicable, and land cover restoration with native meadow, as well as the minimization of site grading and lack of alteration to existing drainage patterns, the required MDE stormwater requirements will be achieved. Additionally, the peak rate and volume of runoff leaving the site in the post development condition do not exceed pre-development peak rates and volumes, and provides greatly reduced rate and significant volume reduction.

The Project’s limit of construction (“LOC”), and/or limit of disturbance (“LOD”) is anticipated to be approximately 23 acres, which includes, but not limited to, the extent of tree clearing, SES development area, temporary staging areas, temporary and permanent site access, and solar array security fencing. These improvements, the individual racking systems that will support the solar modules, and the areas of the overhead electric distribution lines constitute the total area of construction for the Project. The Project will be in accordance with Maryland Stormwater Management and Erosion & Sediment Control Guidelines. In accordance with COMAR 26.17.02.01-1B(1), stormwater quality and quantity controls must be implemented for the Project to ensure prevention of water quality impacts.

There will be no water or sewer requirements for the Project since there will be no on-site operations and/or maintenance facilities. A temporary construction trailer may be utilized during construction, but no additional building structures will be added to the Site as the Project requires no full-time personnel. No water or sewer lines will be required for the temporary construction trailer as portable toilets will be utilized.

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

Zoning

The proposed solar array is located within the Agricultural Zoning District (A - 1) of the Worcester County zoning ordinance. The proposed solar facility is permitted in the agricultural zone as an established utility scale solar energy system when in compliance with applicable zoning ordinance requirements for solar energy power systems.

The Worcester County Zoning and Subdivision Control Article defines utility scale solar generating system as “a ground-mounted solar energy system with a rated capacity in excess of two and one-half megawatts, the principal purpose of which is to provide electrical power for sale to the general power grid” [§ ZS 1-344(b)]. Section ZS 1-344(d)(3) allows utility scale solar energy systems to be located in the A-1, A-2, E-1, V-1, C-1, C-2, C-3, I-1 and I-2 Districts with a minimum lot area of 50 acres.

Minimum setbacks for utility scale solar generating systems are not outlined in the Zoning and Subdivision Control Article. However, the Applicant will maintain 350 feet of distance from the closest, adjacent neighbors’ residences and the Project will be further buffered by existing, undisturbed vegetation and screening plantings.

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

PUA § 7-207 preempts by implication local zoning authority approval for the siting and location of generating stations which require a CPCN. The statute is comprehensive and grants the PSC broad authority to determine whether and where SEGS may be constructed. Local land use interests are specifically designated by statute as requiring "due consideration" by the PSC. This includes the recommendation of the governing body of each county or municipal corporation in which any portion of the construction of the generating station is proposed to be located, as well as due consideration by the PSC of the consistency of the application with the comprehensive plan and zoning for the respective local jurisdiction.

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

The Project is consistent with Worcester County's Comprehensive Plan, dated March 14, 2006 ("Comprehensive Plan") because it supports the County's policy goals related to renewable energy and sustainable development, making use of the land while preserving its natural resources with minimal impact. The Comprehensive Plan "focuses on maintaining and improving the county's natural resource base while providing for sustainable use."

A key land use objective of the Comprehensive Plan is the preservation and enhancement of green infrastructure, which includes features such as wetlands, floodplains, stream corridors, forests, sensitive species habitats, and cultural resource areas. In alignment with the Comprehensive Plan's natural resource goals and objectives, the Project has been designed to avoid any disruption to the existing green infrastructure on the site and to return the property to a substantially similar condition as before the Project installation after its useful life.

While the Comprehensive Plan does not address the need for green energy or utility scale solar energy systems, the Plan does state that one objective to meet the need for public infrastructure improvements is to "work with the private sector to ensure a dependable and adequate supply of electric power and propane." For these reasons, the Project is compatible with the County's Comprehensive Plan.

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

Compliance with Design Requirements of PUA § 7-218(f)

On April 7, 2025, House Bill 1036/Senate Bill 931 passed in Maryland’s General Assembly. This legislation includes a new Public Utilities Article (PUA) § 7–218, which among other things, implements new design requirements for solar projects larger than 1MWac. Accordingly, all projects filing CPCN applications after July 1, 2025, must adhere to these state design requirements, which are the controlling standards in Maryland and preempt all conflicting local requirements.

Further, as a result of this legislation, PUA § 7–207(e)(5) now requires a solar energy generating station under § 7–218 to document how the project complies with the design requirements under § 7–218(f). The section below demonstrates the Project’s compliance with these standards:

A Project Shall:

- § 7–218(F)(2)(I): Provide a boundary of 150 feet between the solar energy generating station and the nearest wall of a residential dwelling.
 - The Project will adhere to this requirement. The plans include a 150 feet buffer between the nearest residential building and the solar array.
- § 7–218(F)(2)(II): Provide a boundary of 100 feet between the solar energy generating station and all property lines, not included property lines that bisect the interior of a project area.
 - The Project will adhere to this requirement. The plans include a 100 feet buffer between the nearest property line and the solar array.
- § 7–218(F)(III)1-2: Provide nonbarbed wire fencing: only on the interior of a landscape buffer or immediately adjacent to a solar energy generating station; that is not more than 20 feet in height that is only black or green vinyl wire mesh if the owner proposes to use chain link fencing; and that is not less than 50 feet away from the edge of any public right of way; and may use barbed wire fencing around the substations or other critical infrastructure for protection of that infrastructure.
 - The Project will adhere to this requirement. The site construction details will reflect adherence to this requirement.
- § 7–218(F)(2)(IV): Provide for a landscape buffer or vegetative screening in accordance with the “vegetation” bullet below.

- The Project will adhere to this requirement, as described in greater detail on the vegetation management operation and maintenance plan included in Appendix O.
- § 7-218(F)(2)(V): Except for Equipment required for interconnection with electric system infrastructure, may not locate any solar array, ancillary equipment, or accessory buildings or facilities within a public road right-of-way.
 - The Project will adhere to this requirement. No solar array, ancillary equipment, or accessory buildings or facilities are located within the public road right-of-way as depicted on the concept site plans.
- § 7-218(F)(2)(VI)1-2: Shall mitigate the visual impact of the solar energy generating station on a preservation area, rural legacy area, priority preservation area, public park, scenic river or byway, designated heritage area, or historic structure or site listed on or eligible for the national register of historic places or relevant county register of historic places; and for a solar energy generating station that has the capacity to produce more than 2 megawatts of electricity as measured by the alternating current of the station's inverter, shall include in the application submitted a viewshed analysis for any area, structure, or site specified in the above.
- § 7-218(F)(2)(VII): Shall provide notice of each proposed solar energy generating station to the emergency response services of each County in which any portion of the generating station is to be constructed, including a map of the proposed generating station and the proposed location of any solar collector or isolator switch.
 - The Project will adhere to this requirement. A notice will be provided to Worcester County Emergency Response services to include a map of the proposed generating station as noted above.
- § 7-218(F)(3)-(4) - Vegetation:
 - A local jurisdiction may not require the use of a berm for a solar energy generating station approved under this section.
 - The buffer or vegetative screening required shall be provided along all property lines; locations of the exterior boundary for the solar energy generating station where existing wooded vegetation of 50 feet or more in width does not exist; or an alternative location within the boundary for the solar energy generating station if the owner demonstrates that the alternative location would maximize the visual screening.

- The project shall provide for four-season visual screening of the solar energy generating station.
- The buffering or screening shall be placed between any fencing and the public view.
- The buffering or screening shall include multilayered, staggered rows of overstory and understory trees and shrubs that: Are a mixture of evergreen and deciduous vegetation; are predominantly native to the region; are more than 4 feet in height at planting; are designed to provide screening or buffering within 5 years of planting; may not be trimmed to stunt upward or outward growth or to otherwise limit the effectiveness of the visual screen; conform to the plan size specifications established by the American standard for nursery stock (ANSI Z60.1); and as re specified in a landscaping plan prepared by a qualified professional landscape architect.
- The buffering or screening shall be installed as early in the construction process as practicable and before the activation of the proposed solar energy generating station.
- The buffering or screening shall reserve to the maximum extent practicable and supplemented with new plantings where necessary, any forest or hedgerow that exists at a location where visual screening or landscape buffering is required.
- The buffering or screening shall be maintained with a 90% survival threshold for the life of the solar energy generating station through a maintenance agreement that includes a watering plan.
 - The Project will comply with all of these vegetative requirements.
- § 7-218(F)(5)(I)-(VI): With respect to the site on which a solar energy generating station is proposed for construction, the owner of the solar energy generating station shall minimize grading to the maximum extent possible; may not remove topsoil from the parcel, but may move or temporarily stockpile topsoil for grading; to maintain soil integrity, shall plant native or noninvasive naturalized vegetation and other appropriate vegetative protections that have a 90% survival threshold for the life of the solar energy generating station; shall limit mowing and other unnecessary landscaping; may not use herbicides except to control invasive species in compliance with the Department of Agriculture's weed control program; and shall post for the first 5 years of the life of the solar energy

generating station a landscaping bond equal to 100% of the total landscaping cost with the county in which the solar energy generating station is located.

- The Project will adhere to this requirement. Proposed site grading will be kept to a minimum as the project site has very mild topography and will require very little grading.
- § 7–218(F)(6)(I)-(III): Subject to the below, a local jurisdiction shall hold any landscaping bond required (described above) for 5 years. A local jurisdiction shall release 50% of the landscaping bond if, on inspection, the vegetative protections meet a 90% survival threshold. Following the release of a landscaping bond, the remaining landscaping bond shall be held for an additional 2 years and, on further inspection and confirmation that the vegetative protections continue to meet a 90% survival threshold, shall be released.
 - The Project will adhere to this requirement.
- § 7–218(F)(7): Except as required by law, or for safety or emergency, the solar energy generating station may not emit visible light during dusk to dawn operations.
 - The Project will adhere to this requirement and will not emit visible light during the hours noted.
- § 7–218(F)(8): A proposed solar energy generating station and any accessory structures associated with the station must have an average height of not more than 15 feet. This does not apply to equipment necessary for interconnection with the electric system or solar energy generating stations located on land that is also used for agricultural purposes.
 - The Project does not propose any solar energy structures greater than 15 feet in height and will adhere to this requirement. The concept plan site details outline the specific dimensions of the proposed racking and modules, which are not to exceed approximately 12 feet in overall height.
- § 7–218(F)(9): Setbacks for solar energy generating stations shall be measured from the property boundary to the nearest solar array or accessory equipment, buildings, or facilities that generate, maintain, operate, distribute, and transmit electricity; and may not apply to any interconnection tie line or facility that connects a solar energy generating station to the electric system.
 - The Project has been designed based on the setback requirement noted above. Setbacks are noted on the proposed conditions plan within the overall project concept site plans as part of the County submission.

Accordingly, the Project is consistent with all siting standards prescribed in Public Utilities Article (PUA) § 7–218 and is a permitted use.

C. High Resolution Concept Plan

A Conceptual Site Plan for the Project, included as **Appendix A**, is in accordance with COMAR 20.79.03.01(B)(3,5) by including, but not limited to, applicable setbacks from adjacent properties and rights of way, all existing and proposed structures, existing and proposed parking areas with setbacks and buffers, and areas of impervious surfaces or lot coverage. The base mapping has been created using aerial photography, existing topography and site features, and property lines obtained from a topographic and boundary survey and ALTA/NSPS Land Title Survey prepared by Bowman Consulting Group Ltd., dated March 19, 2025.

D. Operational Features

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

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

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

of clean energy to the grid will be coordinated with the utility, DPL, in accordance with the Interconnection Agreement established for the facility.

E. Schedule for Engineering, Construction, and Operation

Engineering documents are being prepared and programmed for submission as part of the CPCN joint review process with County representatives. The engineering and construction documents will include pertinent information regarding the solar modules, construction methods, electrical requirements, ingress and egress, stormwater management, sediment and erosion control, electrical connection to the grid/substation, fencing within the setback, and grading. Preliminary engineering for the Project has been initiated and final engineering will be completed in Q1 2026. Construction is anticipated to begin in Q1 2027 and commercial operation is anticipated to begin in Q3 2027, following all necessary approvals.

F. Life Expectancy of the Generating Station

The Project's life expectancy is approximately thirty to forty (30-40) years. The primary equipment components of the solar energy system to be installed are expected to meet capacity requirements effectively and efficiently throughout the Project's useful life cycle by employing industry standard operation and maintenance procedures. Routine maintenance and inspections will ensure the optimal performance and longevity of the solar generating station.

G. Site Selection and Design

1. Site Selection

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

a. Proximity to Distribution System

The Site is located approximately 3.49 miles from the Delmarva's Kenney Substation and will interconnect to the electric distribution grid through an existing 24.9 kV feeder.

b. Environmental Suitability

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

c. Adequate Buildable Acreage

The site provides a suitable buildable area to accommodate a five (5) MWac solar facility. The Project will support approximately 1,125 households at 10,000 kWh/year and displace 8,750 tons of carbon dioxide ("CO₂") emissions per year. In contrast, a two (2) MWac solar project would only support 450 households and displace 3,500 tons of CO₂ emissions. By increasing the share of renewable energy in Maryland's energy mix, the Project aligns with the State's goal of reaching fifty percent (50%) renewable energy by the year 2030.

The Project array area is designed to have approximately 350 feet of distance from the closest, adjacent neighbors' residence, providing a considerable buffer zone. Furthermore, the existing trees on and neighboring the subject parcel provide additional privacy, effectively screening the Project from neighbors to the north and west. This ensures that neighboring properties are minimally impacted by the Project's construction and operation and preserves the aesthetic and environmental quality of the area.

d. High Insolation

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

2. Project Design

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

Table 2 – Summary of System Components and Design of Model	
Nominal DC Rating (STC):	7,301.28 kW
Nominal AC Rating:	5,000 kW
DC/AC Ratio:	1.46
Array Azimuth/Tilt:	180°/52°
Inverters:	SOLECTRIA XGI 1500-250W, or equivalent. (Quantity: 20)
Modules:	VIKRAM 6155 (615 W), or equivalent. (Quantity: 11,872)

3. Solar Resource Data

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

4. Modeling

Modeling involved defining a detailed system design by using manufacturer's equipment file models, specifying array orientation, string sizing and equipment quantities, system voltage, wire lengths, transformers, and shading. Loss assumptions are also made at this stage. Major loss categories incorporated into the energy modeling include snow and soiling (dust) losses, shading from nearby obstructions (e.g., trees), "far shading" obstructions (e.g., ridgelines), and system losses incurred such as transformer losses.

5. Production Estimate Results

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

Table 3 – Production Estimate Results	
Parameter	Preliminary Estimate
Annual Generation (MWh/year)	11,481.67
Annual Specific Yield (kWh/kWp/year)	1572.56
Performance Ratio	80.67%
Capacity Factor (AC)	26.2%

H. Impacts on the Economics of the State

There will be significant economic benefits resulting from the Project to include a capital cost of approximately up to eleven million (\$11M). The Applicant anticipates that approximately thirty (30) direct temporary construction jobs are created and approximately one (1) general site maintenance jobs are created. Eight (8) induced jobs are estimated to result from this Project. The construction schedule is estimated to be six

(6) months and is expected to be completed as early as possible following all necessary approvals. Significant local resources are being employed as part of the design, entitlement, construction, and startup process. The tax revenue yield for a project of this size and type will also support critical County and State tax-funded programs that are often in desperate need of additional resources; County programs which may include the Human Resources Development Commission, Public Schools and Emergency Services. Subscriber savings are ten percent (10%) for non-LMI customers. The Applicant anticipates that tax benefits will be around \$78,000 in annual taxes and \$2,623,785 in cumulative taxes over the lifetime of the Project.

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

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

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

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

The Applicant anticipates local economic benefits stemming from the construction of the Project and the lead contractor and its subcontractors will comply with prevailing wage standards and provide apprenticeship opportunities. These opportunities will encompass various roles such as electricians, safety professionals, solar installers, and general laborers. These practices will align with the requirements set forth in the Inflation Reduction Act, thereby maximizing the value of the Investment Tax Credit.

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

As noted herein, the Applicant has obtained conditional interconnection approval for the Project; all currently available interconnection information, consisting of an analysis performed by DPL to evaluate the impact of additional energy on the local distribution network, for the Project is included in **Appendix H**.

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

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

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

The Project will interconnect to the electric distribution grid through a direct feeder back to the utility substation with a 24.9 kV circuit. The anticipated POI, which is subject to

final interconnection approval, is located across from the site entrance, immediately off Woodside Lane and will not impact any adjacent aquatic resources. The interconnection pole will connect to five (5) other utility poles and be connected to the system through underground wires placed in a trench running parallel to the access road. The Applicant will be responsible for costs associated with any work performed by the utility to accommodate the interconnection. The Applicant will not construct any high voltage transmission lines.

K. Implementation Schedule for the Project

The Project schedule includes the following approximate implementation dates:

- Q1 2026: Design, permitting, obtaining all necessary approvals, utility coordination, and procurement of equipment.
- Q1 2027: Construction of the solar facility.
- Q3 2027: Commercial operation of the solar facility.
- Decommissioning of the Project is projected to be thirty to forty (30-40) years following commencement of operations and will be determined depending on the actual performance of the solar system at that time.

L. Decommissioning and Deconstruction

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

The Decommissioning Plan will include provisions for the safe removal and proper disposal of all components of the Project, including any components with rare/valuable materials, or if any hazardous/toxic materials. The Decommissioning Plan shall maximize the extent of component recycling and reuse, where possible, and ensure all

components are handled in accordance with applicable federal, State, County, and local requirements.

6.0 COMAR 20.79.03.02 ENVIRONMENTAL INFORMATION

A. General Information

1. General Description of the Site and Adjacent Areas

The Property is in a low population density setting and mainly consists of farmland and undeveloped forested land. The Property is primarily surrounded by forest cover and agricultural fields. The existing trees and vegetation onsite will provide adequate screening of the solar facility development.

The Site is accessible via a proposed access driveway off Woodside Lane; the proposed driveway starts at the western side of the site and runs due east into the Property, parallel with State Route 113.

The Property contains one mapped stream, Hardship Branch was identified within the AOI based upon review of historical USGS mapping. The AOI drains south to Hardship Branch, which flows west to Pocomoke River and into the Pocomoke Sound on the Chesapeake Bay. The project is within the Pocomoke-Western Lower Delmarva watershed (Hydrologic, Unit Code, HUC 02080111, United States Environmental Protection Agency).

According to Code of Maryland Regulations (COMAR) 26.08.02.08, Hardship Branch has a Use of Class I – Water Contact Recreation, and Protection of Nontidal Warmwater Aquatic Life. Hardship Branch is not a Tier II water or within a Tier II Catchment. Protective measures for high quality waters have been incorporated into the stormwater management for the Project, by promoting the use of nonstructural best management practices (“BMPs”) to the maximum extent possible, minimizing site grading and utilizing existing drainage patterns, in order to pursue an environmentally sensitive design, maintain natural hydrology and minimize the risk of sedimentation. Therefore, stormwater runoff from the Project will not impact any Tier II streams. There is no activity proposed on the Site which would contribute to the impairment of these waterways and receiving streams.

B. Air Quality

I. Compliance with Federal or State Air Quality Standards

As a solar generation facility, the Project will not emit air pollutants, and the following standards, provisions, and requirements will not be applicable.

- State or Federal ambient air quality standards.
- State or Federal emission standards.
- Federal new source performance standards.
- Federal emission standards for hazardous air pollutants.
- Prevention of significant deterioration and new source review provisions.
- Any requirements to obtain emission offsets, allowances, and reduction credits.

a. Air Quality During Construction

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

b. Air Quality During Operation

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

2. Impact on Deterioration Areas and Nonattainment Areas

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

3. Requirements Under COMAR 26.11

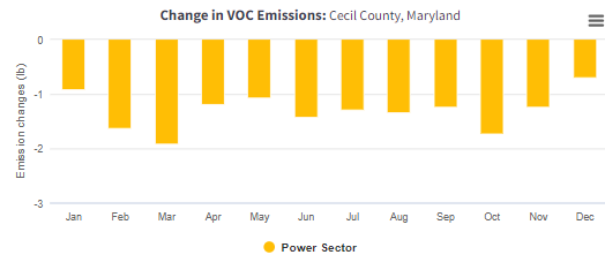
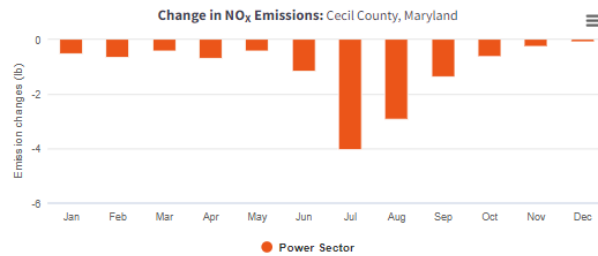
Generally, the provisions of COMAR 26.11 will not be applicable to the Project as the facility will not emit pollutants. COMAR 26.11.01.05-1 states that emissions statements are required for Worcester County from installations and sources that produce twenty-five (25) tons or more of VOCs or NO_x annually. Based on the EPA's Avoided Emissions and geneRation Tool ("AVERT"), as shown in **Figure 2**, the Project will not emit pollutants; NO_x is anticipated to be reduced by thirteen pounds (13-lbs) and VOCs reduced by fifteen point sixty-five

pounds (15.65-lbs). Based on the calculations produced using AVERT, the Project will not exceed the emissions values and therefore, COMAR 26.11 will not be applicable.

Figure 2 - AVERT Emissions Reduction**Annual Emissions Changes • Power Sector Only**
Mid-Atlantic Region (due to changes in Maryland)

	Original	Post Change	Change
Generation (MWh)	467,528,680	467,520,870	-7,810
Total Emissions from Fossil Generation Fleet			
SO ₂ (lb) ⓘ	208,740,160	208,735,760	-4,400
NO _x (lb)	180,544,490	180,540,630	-3,860
Ozone season NO _x (lb) ⓘ	73,733,760	73,731,740	-2,020
CO ₂ (tons)	282,355,380	282,350,280	-5,100
PM _{2.5} (lb)	35,603,560	35,602,900	-660
VOCs (lb)	7,180,440	7,180,280	-160
NH ₃ (lb)	9,602,760	9,602,550	-210
AVERT-derived Emission Rates:	Average Fossil		Marginal Fossil
SO ₂ (lb/MWh)	0.446		0.564
NO _x (lb/MWh)	0.386		0.494
Ozone season NO _x (lb/MWh) ⓘ	0.341		0.530
CO ₂ (tons/MWh)	0.604		0.653
PM _{2.5} (lb/MWh)	0.076		0.085
VOCs (lb/MWh)	0.015		0.020
NH ₃ (lb/MWh)	0.021		0.027

- Negative numbers indicate displaced generation and emissions.
- All results are rounded to the nearest 10. A dash ("—") indicates non-zero results, but within +/- 10 units.
- When users evaluate a portfolio scenario including EVs and EE or RE, marginal fossil values are not reported and a null sign ("Ø") is shown.
- Data does not include changes to ICE vehicle emissions (e.g., emissions from tailpipes).
- Estimated marginal CO₂ emission rates for future years are available in the current [AVERT Main Module](#).



C. Water Quality and Appropriation

1. Stormwater Management/Environmental Site Design

a. Land Use and Cover:

The Property is in a low population density setting and was historically used as agricultural land and consisting of wooded and undeveloped forest land. The Property is primarily surrounded by forest cover and agricultural land. There are some residences nearby, but most are beyond view due to topography and/or natural vegetation.

The geotechnical report, included in **Appendix C**, demonstrates that the soils are suitable to support the proposed structures and infrastructures.

Similar to other solar projects, impervious areas will be limited to the associated access driveway and equipment pad for mechanical and electrical equipment. A Stormwater NPDES Permit will be obtained, and an NOI will be filed prior to construction.

There will be grading in areas for the access road, equipment pad, and improvements for stormwater management. The internal solar array aisle ways and the perimeter drive aisle, for maintenance and emergency vehicles, will be meadow cover.

The majority of slopes and grades within the proposed LOC fall within the range of one percent (1%) to five percent (5%). The array area is predominantly five percent (5%) or less. This eliminated the need for

additional grading and land disturbance in order to accommodate the solar array installation.

The Site will be planted and maintained in low cover grass vegetation in accordance with site plans and designs to be approved by the County during the local site plan process. In addition to the mixture of grass seed and PPRP's recommendations regarding pollinator plantings, the Applicant is also proposing to incorporate wildflower seed mixes with the selected grasses in order to promote the health of honeybees and other pollinators. The purpose of this project design feature would be to improve the quality and quantity of overall acreage for pollinators. Solar energy generation facilities are ideal opportunities to increase healthy habitats for pollinators.

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

b. Impacts on Stormwater During Construction

COMAR 26.17.02.01-1B(1) requires that stormwater quality and quantity controls be implemented for the Project. Guidelines for Water Quality and Quantity through Environmental Sensitive Design ("ESD") techniques and BMPs are included in the 2000 Maryland Stormwater Design Manual, Volumes I and II (2000) with Supplement No. 1 and Technical Memo #8 dated March 30, 2018.

The Project will be subject to a sediment and erosion control plan and will acquire coverage under the NPDES state-wide general permit via an NOI. The use of standard BMPs, such as silt fence and super silt fence, will accommodate most of the control requirements. If additional controls are required, they will be incorporated into the plan as needed to maintain the water quality of the Site during construction. The NPDES permit requires the contractor to maintain site controls during

construction and keep a record of daily inspections of the controls for the MDE inspector to review upon site visits.

The stormwater management report, design computations, and supporting ESD techniques and BMPs will be submitted to the County for review and approval as part of the local site plan process.

c. Impacts on Stormwater During Operation

The Project design will reduce stormwater runoff and encourage groundwater recharge by allowing disconnected impervious surfaces to drain through meadow grasses. For slopes between zero (0) to five (5) percent, non-rooftop disconnection credits will be applied. Additionally, the proposed design will allow vegetation to grow under the panel and throughout the Site, with the exception of aggregate access roads and equipment pad. The Site will mimic a meadow site in good condition under the post-development scenario. This will ensure pre and post conditions remain the same for water quality leaving the Site.

2. Availability of Surface Water and Groundwater

The Project will be monitored remotely and as such, there will be limited water and no sewer requirements for the Project. The Project will not require surface or groundwater for construction or operation. Typically, normal precipitation will act as a cleaning system for the panels, minimizing or eliminating the need for manual cleaning. If necessary, for dust control during construction or limited cleaning during operation, bulk water services can be used.

3. Maryland Wild and Scenic Rivers

According to the Maryland Department of Natural Resources (“DNR”), Land Acquisition and Planning, the Pocomoke River in Worcester County and its tributaries have been listed as one of Maryland’s Wild and Scenic Rivers since 1971. However, protective measures for aquatic habitats have been incorporated into the stormwater management for the Project, by promoting the use of nonstructural BMPs to the maximum extent possible. This will minimize site grading and utilize existing drainage patterns in order to pursue an environmentally sensitive design, maintain natural hydrology, and minimize the risk of sedimentation or impact to Maryland Wild and Scenic Rivers.

4. Affected Streams and Aquifers

The Property contains the Hardship Branch of the Pocomoke River. This stream is located in the southeastern corner of the Project area and streams are buffered from Project development by a minimum of one hundred ten (110) feet.

5. Impact on Other Water Users

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

a. Impacts on Other Water Users During Construction

No dewatering or water use activities are anticipated during construction of the solar facility development. Some water may be necessary for dust control during construction, in which case bulk water services can be utilized.

b. Impacts on Other Water Users During Operation

Stormwater facility approvals, sediment and erosion control permits, grading permits, and NOI coverage under the NPDES Program will all be obtained as controls on the water quality leaving the Site. As an unmanned facility, there will be no ongoing water consumption

requirement. Any other interim water consumption required (such as cleaning) will be intermittent and provided as identified above.

6. Mitigation and Minimization Techniques Evaluated

There are no significant water requirements and no impacts to streams, aquifers, or other water users are anticipated. As a result, mitigation and minimization techniques are not warranted and no impacts to water quality or appropriation are anticipated.

7. Requirements Under COMAR 26.17.06.07 and 26.17.07

Permits do not need to be issued under COMAR 26.17.06.07 and 26.17.07 as a Notice of Exemption to Appropriate and Use Waters of the State Application is not required for the Project. However, if required by unanticipated construction conditions, a Notice of Exemption Application will be obtained at least thirty (30) days prior to the beginning of the use in accordance with MDE Water Appropriation and Use Permit (3.15).

COMAR 27.17.06.03(B)(3) states that a permit is not required for temporary dewatering during construction if the appropriation does not exceed an average of 10,000 gallons per day and the duration of dewatering during construction is expected to exceed thirty (30) calendar days.

D. Stream Buffers and Floodplains

The Property contains the Hardship Branch which is an unnamed tributary to Pocomoke River. The Site is situated in the Pocomoke-Western Lower Delmarva Watershed (Maryland 8-Digit Watershed Code 02080111) which flows from the Pocomoke River, into the Pocomoke Sound on the Chesapeake Bay. According to COMAR 26.08.02.08, the Hardship Branch is designated as R4SB5 Use of Class I – Water Contact Recreation, and Protection of Nontidal Warmwater Aquatic Life. This class designation includes waters that are public water supply, agricultural water supply, industrial water supply, are suitable for water contact sports, play and leisure time activities, fishing, and growth and propagation of fish other than trout, aquatic life, and wildlife, and other additional uses as listed in COMAR Sections 26.08.02.02 and 26.08.02.02-1. The Pocomoke River and Chesapeake Bay are solely located within the Atlantic Coastal Plain physiographic province and contains soils with a wide array of drainage.

The Project is located on FEMA FIRM Map Number 24047C0245H, Panel 245 of 450, effective July 16, 2015. According to FEMA FIRM Map there is one floodplain associated with the Hardship Branch located in the southern portion of the Project AOI. The FEMA FIRM Map is included as **Appendix J**.

E. Description of Effect on State or Private Wetlands

On November 20, 2023, ARM Group LLC performed an aquatic resource investigation, which included preliminary wetlands identification and delineation of wetlands and other surface waters at the Property. The investigation was necessary as streams and wetlands are protected by regulations at the State and federal levels and unavoidable impacts upon these aquatic resources may require a permit. Three (3) wetland areas and one (1) stream were identified near the vicinity of the Project area of investigation. To summarize, the wetlands within the Project Site have been identified, the solar design has avoided these areas, and appropriate setbacks and buffers have been located. Based on the conceptual site plan and the proposed array layout, these features will be avoided and not disturbed, and delineated wetlands were buffered a minimum twenty-five (25) feet. The results of the aquatic resource investigation are included in **Appendix G**.

Additionally, the Applicant has obtained a letter of authorization, dated August 15, 2024, from the MDE Nontidal Wetlands Division (“NWD”), Eastern Region, concurring that the Project is avoiding all jurisdictional waterways and wetlands. Correspondence with MDE-NWD and letter of authorization is included in **Appendix G**.

1. Public Health and Welfare

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

2. Marine Fisheries

The Project will not impact marine fisheries.

3. Shell Fisheries

The Project will not impact shell fisheries.

4. Wildlife

The Project is not anticipated to significantly affect any wildlife or wildlife habitat. The DNR's Natural Heritage program has reviewed the Site and their response is included in **Appendix E**.

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

This Project is unique in that, during a natural disaster, there would only be destruction to the panel array itself. Total destruction of the panel array and the transformers would not release harmful gasses or liquids and would have no adverse effects on surrounding property or life. All components of the Project will be designed per the local and State building codes. There are no activities planned within FEMA floodplains and the design will make considerations for the existing drainage patterns.

6. Mitigation and Minimization or Replacement Land Acquisition

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

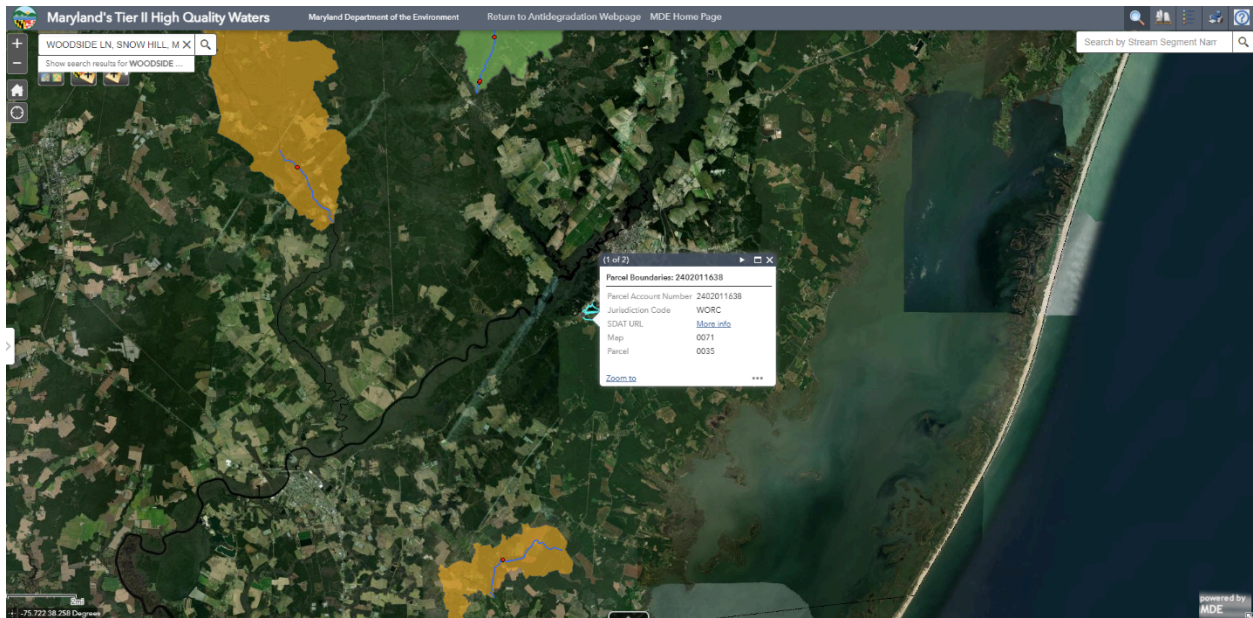
7. License for Use of State Tidal or Nontidal Wetlands

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

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

The Project is not located in the Critical Area and the Project is not within 1,000 feet of any Tier II streams; its closest point is more than one and quarter (1.25) miles away and is not downstream from the Project. See **Figure 3** below for proximity to the Site. The Project is not located in a Tier II Catchment Area. The protective measures for high quality waters have been incorporated into the stormwater management for the Project, by promoting the use of nonstructural BMPs to the maximum extent possible, minimizing site grading and utilizing existing drainage patterns, in order to pursue an environmentally sensitive design, maintain natural hydrology and minimize the risk of sedimentation. There is no activity proposed on the Site which would contribute to the impairment of these waterways and receiving streams. Additionally, the Applicant has

provided applicable Project documentation to the MDE Tier II Implementation Coordinator to determine if additional Tier II Antidegradation Review is required.

Figure 3 – Maryland's Tier II High Quality Waters Map**G. Disposal of Plant Generated Waste****1. Waste Handling During Construction**

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

2. Waste Handling During Operation

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

3. Hazardous Materials

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

4. Decommissioning and Deconstruction

Waste associated with decommissioning and deconstruction of the Project will be handled appropriately pursuant to a Decommissioning Plan approved by the Commission pursuant to the PPRP's standard decommissioning licensing condition. The Decommissioning Plan will outline the responsible parties, timeframes, and estimated costs for decommissioning, dismantling, and proper removal of all Project facilities at the end of the useful life of the Project, or when the Project is otherwise abandoned. The plan will also include provisions for safe removal and proper disposal of all components of the Project, including any components with rare/valuable minerals, as well as components containing hazardous/toxic materials. The Decommissioning Plan shall maximize the extent of component recycling and reuse, where possible, and ensure all components are handled in accordance with applicable federal, State, County, and local requirements.

7.0 COMAR 20.79.03.03 NATURAL RESOURCES INFORMATION**A. Environmental Studies****1. Wetlands Delineation Study**

The results of the aquatic resource investigation, which included preliminary wetlands identification and delineation of wetlands and other surface waters at the Property, is summarized in **Section 6.0.E.** and included in **Appendix G.**

2. Natural Resources Inventory

According to Maryland's Environmental Resource and Land Information Network ("MERLIN"), there are no Protected Lands or Critical Areas, and the Site is not located within DNR Focal Areas. A review of the U.S. Fish and Wildlife Service ("USFWS") Information for Planning and Consultation ("IPaC") resource list identified that the Northern Long-eared Bat, Bog Turtle, and Monarch Butterfly may be impacted by the Project. After consulting directly with the USFWS, based on the proposed project plan, USFWS indicated that there are no critical habitats within the Project area and therefore "no effect" from the USFWS. This response is included as **Appendix D.**

3. Project Review Request

A Project Review Request, dated January 10, 2024, was submitted to the Maryland DNR – Wildlife & Heritage Service, requesting information regarding any federal or State rare, threatened, and/or endangered species at the Site. The Applicant received a letter response, dated February 7, 2024, from the Maryland DNR Wildlife and Heritage Service, which included protection guidelines that could be incorporated, as applicable, into any plans for the project site. No further coordination is required with Maryland DNR regarding protective measures for State or federal records of rare, threatened, or endangered species at the Site. A copy of the Project Review Request and letter response from the DNR Wildlife and Heritage Service are included in **Appendix E.**

4. Critical Area

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

5. Phase I Environmental Site Assessment

A Phase I ESA (“ESA”) was conducted by ARM Group LLC on November 6, 2023. There were no current, historical or controlled Recognized Environmental Conditions (“RECs”) determined onsite. The Phase I assessment report is included in **Appendix L**.

6. Geotechnical Exploration

A geotechnical investigation was conducted for the Project and the geotechnical engineering results are included in **Appendix C**. The geotechnical engineering assessment anticipates that these soils are suitable to support a fixed-tilt racking system, solar array modules, inverters, mechanical and electrical, grass covered aisle ways, access roads, and associated drainage and stormwater management infrastructure.

7. Forests

The Project may require compliance with the Worcester County Forest Conservation Manual (1992) and the Maryland Forest Conservation Act (“FCA”). The manual outlines the submission process of a Combined Simplified Forest Stand Delineation and Forest Conservation plan (“FCP”) for review and approval by Worcester County, which is included in **Appendix P**. Additionally, on May 8, 2023, Governor Wes Moore approved Senate Bill 526, which exempts solar photovoltaic facilities from afforestation requirements if a FCP has not been approved by July 1, 2024.

B. Noise and Vibration

1. Impacts of Noise During Construction

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

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

Source: COMAR 26.02.03

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

Noise emissions generated from the proposed Project have been evaluated based on the proposed equipment expected to be utilized during construction of the solar facility. The highest potential for noise impacts during construction conditions may occur while equipment, specifically pile-driving, is in operation near to an adjacent landowner's property lines for solar array racking installations. Note that the distance from the solar array to adjacent, non-participating residence is greater than 360 feet at any given location. Using sound attenuation principles, the maximum allowable construction noise level of ninety (90) dB will be achieved at fifty (50) feet from the pile-driving equipment. The racking installation in this scenario will occur over a short duration and the distance to the property line will increase for subsequent pile installations; this will result in decreased sound levels as the installations move from exterior to interior locations to produce minimal sound impacts to adjacent residences. Additional construction equipment will be used, and noise emissions will be significantly less than pile-driving equipment.

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

setting. Additional information pertaining to the noise management plan for the Project can be found in **Appendix K**.

2. Impacts of Noise During Operation

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

To achieve an inverter audible sound within the lowest allowance (65 dB), a buffer distance of at least forty (40) feet must be maintained to an adjacent residence; this distance was determined utilizing sound attenuation principles. The closest participating and non-participating residential reception areas to the equipment pad, which contains the inverters, is approximately 800 feet away. The equipment pad is centrally placed and located away as far as feasible from residences and adjacent property lines. The Applicant utilized a conservative approach for this evaluation as this does not account for land cover type, foliage, topography, or proposed landscape screening, and solar module shielding which would also contribute to noise emission reduction due to the physical characteristics of the Site.

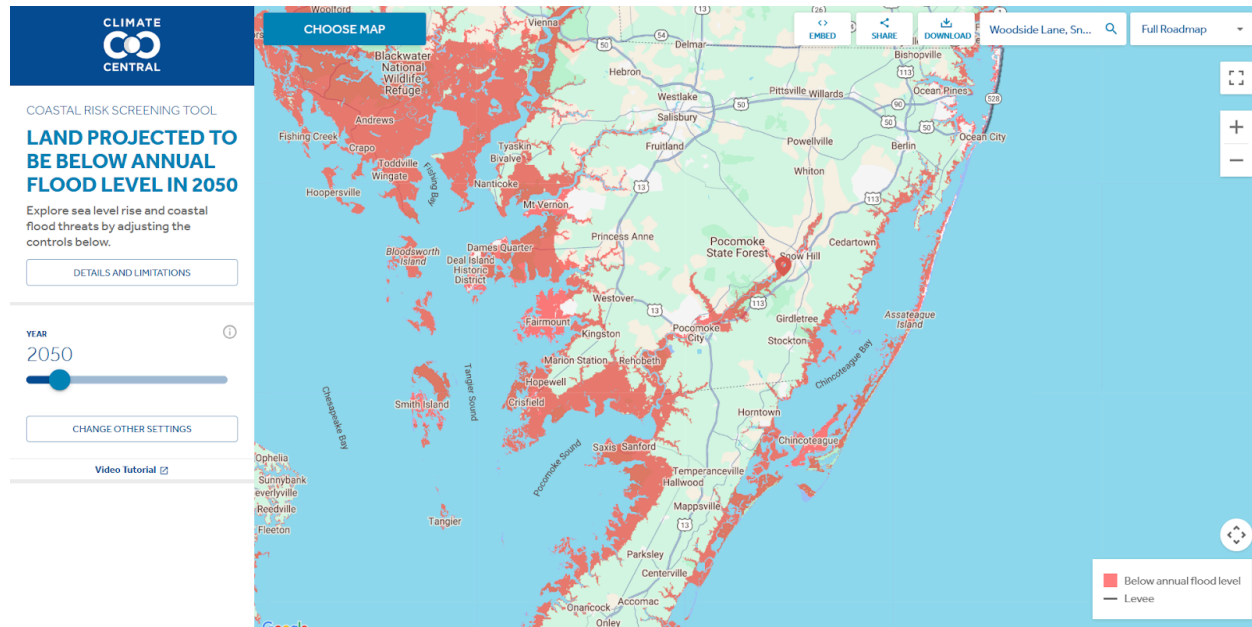
As the facility will be in a nonoperational status during nighttime hours and the ambient conditions are relatively quiet, the noise impacts from normal solar facility operations are considered negligible. Additional information pertaining to the noise management plan for the project can be found in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

C. Sea Level Rise Projection

According to the Climate Control coastal risk screening tool, see **Figure 4** below, the Project area is not located on land projected to be below annual flood level in the year

2050. Therefore, sea level rise does not affect the Property, and no measures are indicated.

Figure 4 – Sea Level Rise Projection Map



D. Effects of Climate Change

Climate change may lead to higher average and extreme air temperature, more extreme temperature days annually, and an increase in both the frequency and intensity of severe storms, as a result, the Project has been designed accordingly. The proposed PV modules for the Project have temperature coefficients designed to be reduced only slightly as temperatures increase. Other proposed equipment present onsite is rated for much higher ambient temperature and are not anticipated to influence the overall system performance in extreme temperature scenarios. The system is designed to operate around dry bulb temperatures of seven (7) to ninety-seven (97) degrees Fahrenheit (“°F”), as defined by American Society of Heating, Refrigerating and Air-Conditioning Engineers (“ASHRAE”) standards. With production adjustment factors, the inverters are designed to operate in a wider temperature range, tolerant of extreme temperatures. The Project will be designed to withstand snow and wind loads in accordance with the International Building Code (“IBC”) 2018 in the event of extreme weather.

8.0 COMAR 20.79.03.04 SOCIOECONOMIC INFORMATION**A. General Information****1. Summary of Environmental and Socioeconomic Effects**

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

a. Environmental Resources

The Project is not expected to impact any ecologically important aquatic or terrestrial natural resources. It is not located in the Critical Area, and not within 1,000 feet of any Tier II streams; no known impacts are anticipated by the Project.

The Applicant has communicated with the Maryland DNR and received a response indicating that there is no further coordination required regarding protective measures for State or federal records of rare, threatened, or endangered species at the Site. DNR's letter is included in **Appendix E**.

The Project is located on FEMA FIRM Map Number 24047C0245H, Panel 245 of 450, effective July 16, 2015, a According to FEMA FIRM Map there are no mapped flood plains in the area of the Project. The FEMA FIRM Map is included as **Appendix J**.

b. Cultural Resources

There are no Maryland Inventory of Historic Properties listings or National Register of Historic Places listings for the Site. A Project Review Request, dated November 28, 2023, was sent to the Maryland Historical Trust ("MHT") and a review response, dated December 11, 2023, from MHT was received and indicated that the Project will have no effect on historic properties. A copy of the Project Review Request and Project Review Form from the MHT are included in **Appendix F**.

2. Ability to Conform to Applicable Environmental Standards

The Project's design and construction will require review by State and local authorities through the CPCN process. The Project will also comply with various federal, State, and local environmental regulatory requirements as applicable. The Project will not impact any conservation easements.

3. General Description of the Site and Adjacent Areas

a. Geology/Soils

The project site lies within the Salisbury Plain District of the Atlantic Coastal Plain Physiographic Province. According to the United States Department of Agriculture ("USDA") National Resources Conservation Service ("NRCS") Custom Soil Resource Report for Worcester County, MD, the soils within the LOC are a mix of undifferentiated gray to buff sand and gravel, gray to brown lignitic silt and clay, occasional boulders, and rare shell beds.

Except for 0.6-acres of Hatboro-Codorus complex, which is poorly drained, the soil units at the Site are classified as well-drained or moderately well-drained. The Prime Farmland Report identifies approximately 74.9 percent (40.3 acres) of the Property as prime farmland soils, 20.4 percent (11.0 acres) as farmland of statewide importance, and 4.7 percent (2.53 acres) as not prime farmland. The full soils report can be found in **Appendix B**. The past and present land use is agricultural.

Erodible soils are classified by the USDA utilizing a soil erodibility coefficient, or K factor, which indicates the susceptibility of a soil type to erode by sheet and/or rill erosion by water. Soils that have a K factor of 0.35 or greater on slopes fifteen percent (15%) or greater are considered erodible soils. According to the USDA NRCS Soil Resource Report, six (6) soils (Hatboro-Codorus complex, Mattapex silt loam, Montalto silt loam, Montalto silty clay loam, Mount Lucas silt loam, and Neshaminy silt loam) within the LOC are listed as having a K factor of

0.35 or greater, however, the proposed Project area does not contain slopes greater than fifteen percent (15%).

The geotechnical engineering assessment, included in **Appendix C**, anticipates that these soils are suitable to support a fixed-tilt racking system, solar array modules, inverters, mechanical and electrical, grass covered aisle ways, access roads, and associated drainage and stormwater management infrastructure.

b. Steep Slopes

Slopes and grades within the proposed LOC fall within the range of one percent (1%) to five percent (5 %). The array area is predominantly fifteen percent (15%) or less. The only grading proposed for the Project is associated with the access road, equipment pad, and improvements for stormwater management.

For slopes within the LOC that are less than ten percent (10%), non-rooftop disconnection credits are the preferred practice. Furthermore, proposed stormwater management improvements for the Project include, but not limited to, grass swales and infiltration basins. A sediment and erosion control plan will be prepared and submitted as part of the local County review and approval process. This plan will identify proposed work areas, acreage that can be open at one time, and stabilization requirements.

c. Flora Resources

The Project will not impact flora resources.

d. Fauna Resources

The Project will not impact fauna resources.

e. Implementation Schedule for the Project

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

B. Lighting

Although there will be no lighting for the Project, the Applicant may require maintenance lights around the transformer and electrical equipment, as needed. These lights would only be operational when minimal maintenance is required.

C. Glare Analysis

PV panels by design absorb ninety-eight percent (98%) of light, reflecting as little as two percent (2%) of sunlight, the same amount of reflection observed off still water, and are covered in an anti-reflective coating to prevent any potential for glare. The Applicant utilized the ForgeSolar PV Planning and Glare Analysis tool and the Federal Aviation Administration (“FAA”) 2013 Policy Adherence component (FAA Notice Criteria Tool), to conduct a desktop glint and glare analysis of the proposed solar generation facility. The FAA Notice Criteria Tool determined that the Project location does not exceed notice criteria and no further coordination with the FAA is required. Similarly, the Maryland Aviation Administration (“MAA”) Project Locator³ was utilized to determine that the Project location is not within an Airport Zoning District and no further action is required. The Project is not located near any major airports. Glare analysis results are included in **Appendix I**.

D. Fencing and Buffering

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

E. Vegetating Stabilization

³ Maryland Aviation Administration, Project Locator
(<https://marylandaviation.com/permits-forms/airport-zoning-districts-and-airport-obstruction-zones/>)

The Applicant will stabilize disturbed areas in accordance with the approved sediment and erosion control plan during construction. Following construction, the Site will generally be uniformly planted and maintained in an approved low cover grass vegetation and/or pollinator friendly vegetation mix, except for the access road and equipment pad. The proposed vegetative cover will be devoid of neonicotinoid-treated seeds and contain at least eight (8) different pollinator-friendly species. By including pollinator species, the Applicant will be eligible and intends to apply for the pollinator-friendly designation upon Project completion. The vegetative cover will be geographically appropriate, low maintenance, low-sun grass or pollinator species suitable to control erosion and promote stormwater infiltration. The final vegetative cover species mix will be subject to approval by the County and determined during the local review process.

The Applicant's vegetation management plan, included in **Appendix O** and as required by COMAR 20.79.03.04(B)(6), includes, but is not limited to, watering, mowing operation and maintenance practices, and weed control to be utilized during solar facility operation. Currently, the Project does not plan to utilize agrivoltaics. If the Applicant elects to include livestock grazing, as a form of agrivoltaics, the plan may be modified to complement the grazing practices. The proposed seed mix for the Project includes varying proportions of the species eligible for pollinator friendly designation. Site preparation and planting procedures will be provided on the final landscape plan for the Project.

Mowing will be limited but may need to occur in the spring and fall seasons to maintain the vegetation height below the bottom edge of the panels and to prevent vegetation from obscuring any site features that require view and access by first responders. Mowing will also be performed as necessary to stress noxious weeds and invasive species and favor growth of desired plants to minimize pesticide use. The use of bee-harming pesticides will be banned. The Applicant's goal is to create a self-sustaining, low-growing community of native grass and pollinator species that requires little or no mowing or maintenance.

F. Public Safety and Transportation Impacts

1. Transportation During Construction

The Project will include an access road for emergency vehicle access or other access lanes as approved by the State and/or County Fire Marshal. Major material and equipment will be delivered by tractor-trailers and offloaded by construction vehicles (hulls, tracked vehicles, and front-loading equipment). The Project will utilize staging areas for unloading equipment and materials. Daily construction traffic will include cars, pickup trucks, and other personnel vehicles. The Project will also utilize excavation and other equipment during the construction of the Project, which may include dump trucks, crane trucks, concrete trucks, and small earth moving equipment (tracked skid steer, tracked mini-dozer, and tracked mini-excavator with various attachments, tracked post installation equipment, and other equipment). The Project design will include laydown areas with enough space for a construction trailer, employee parking, and storage for equipment and supplies.

Proposed construction traffic will utilize the proposed access driveway from Woodside Lane for ingress and egress, see **Figure 5** below. No road permits are anticipated to be required for the construction of the Project, specifically regarding overweight and oversized loads, as the existing access driveway off Woodside Lane is an improved access designed for truck traffic. To the extent possible, construction traffic will minimize land disturbance within the LOC, and existing roadway damage and disturbance will be avoided by adherence to normal road weight and size limitations. Any damage to local roadways will be monitored by the Applicant and restored in accordance with County requirements and standards.

2. Transportation During Operation

There will be limited traffic to and from the Project during operation. Traffic will mostly consist of maintenance crews for mowing and vegetation control. Quarterly to yearly maintenance of the solar array components will be necessary, along with visits for any operational issues that may arise during normal operation.

Figure 5 – Construction Traffic Pattern

3. Dust Control

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

4. Radiofrequency and Thermal Impacts

There will be no radiofrequency or thermal impacts to communications systems or military operations.

G. Effects on Local Economy

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

9.0 COMAR 20.79.03.05 EJSCREEN REPORTS

Under COMAR 20.79.01.06M and COMAR 20.79.03.06, this requirement only applies to “qualifying generating stations,” which are fossil fuel generating stations having a capacity over 70 MW. The proposed solar Project is not a “qualifying generating station” and the requirement under COMAR 20.79.03.06 does not apply. Additionally, this is not applicable per COMAR 20.79.01.06 L.

However, the Applicant used the Harvard University DataVerse EPA EJScreen Tool as the MDE EJScreen tool is currently disabled and under long-term construction. The EPA EJ Screen identified the following (for this census tract) Percentile (distribution across Maryland) as 17, 6, 2, 3, 67, 0, 0, and 7 respectively for all of the pertinent EJ variables.

The main difference in the MDE EJScreening tool and the Harvard EPA EJ Screening tool is that the Harvard EPA tool does not calculate an overall EJ percentile score, but does break down the percentiles of each variable (same variables as MDE EJScreen) such as Particulate Matter (17%), Ozone EJ Index (6%), Diesel Particulate Matter (2%), Traffic Proximity (3%), Lead Paint Index (67%), Risk Management Plan Proximity (0%), Hazardous Waste Proximity (0%), Wastewater Discharge EJ Index (7%) as compared to the Maryland State averages.

The Harvard EPA EJ Screening Report is included as **Appendix R**.

CPCN PROCESS

Sections 7-207 and 7-208
Public Utilities Article

16 - 79

WHEN IS A CPCN REQUIRED?

In Maryland, a person may not begin construction of a generating station, a qualified lead line, an overhead transmission line designed to carry more than 69 kV, or a qualified submerged renewable energy line, or exercise a right of condemnation associated with the construction of a generating station or transmission line without approval of the MD PSC.

A generating station exempt from the CPCN requirement still requires MD PSC approval to begin construction.

16 - 80

EXEMPT FROM CONSTRUCTION APPROVAL AND CPCN REQUIREMENT

- Generation capacity less than or equal to 2 MW

16 - 81

CPCN EXEMPTION WITH APPROVAL

- On-site generation capacity of more than 2 MW (up to 25 MW) and at least 10% of generated electricity is consumed on site
- On-site generation capacity (not exceeding 70 MW) and at least 80% is consumed on site
- Land-based wind generation capacity (not exceeding 70 MW)

16 - 82

CPCN Procedure

- Applicant files application
 - The Commission does not have a form for a CPCN application
 - The regulations governing CPCN applications and the details of the filing requirement are set forth in COMAR 20.79
 - The filing fee for a CPCN application is \$10,000. Check is made payable to the “Maryland Public Service Commission”
- Applicant is required to provide notice of the filing of the application (and in certain instances a copy of the application) to:
 - certain State and federal agencies;
 - governing bodies of county or municipal corporation
 - (a) in which the project will be constructed or
 - (b) within 1 mile of the project location; and
 - General Assembly members representing any part of a county
 - (a) in which the project will be constructed or
 - (b) within 1 mile of the project location
 - each owner of land and each owner of adjacent land when the application requests a CPCN for an overhead transmission line
- The Commission posts notice of an application on its website and on its Facebook and Twitter accounts



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CPCN Procedure, cont'd

- Commission initiates a proceeding to consider the application
 - The Commission may conduct the proceedings en banc or by a panel (3 Commissioners or 2 Commissioners and a Public Utility Law Judge)
 - The Commission may delegate to a Public Utility Law Judge to conduct the proceedings

16 - 84

CPCN Procedure, cont'd

- A Notice of Pre-hearing Conference is issued that has the date, time, and location of the conference as well as the date Petitions to Intervene are due
- Applicant is required to publish the Notice in a newspaper(s) of general circulation in the county and/or municipal corporation in which the facility is to be located
- The Notice is published on the Commission's website on date of issuance

16 - 85

CPCN Procedure, cont'd

- Statutory Parties to Proceeding
 - Power Plant Research Program (Dept. of Natural Resources) – coordinates the testimony and positions of all affected state agencies; considered expert witness for environmental, economic, and esthetic analysis
 - Maryland Office of People's Counsel, the residential ratepayer advocate
 - Technical Staff of MD PSC – primarily addresses reliability and stability of electric grid

16 - 86

CPCN Procedure, cont'd

- Pre-hearing conference
 - PPRP will indicate if application is complete
 - A procedural schedule is agreed upon, including setting the dates when pre-filed testimony is due from each party and a date(s) for an evidentiary hearing, and the number and timing of public comment hearing(s) is discussed
 - Notice of Procedural Schedule is issued

16 - 87

CPCN Procedure, cont'd

- Public Hearing for Comment

- At least one hearing for public comment is held at a location in close proximity to the proposed location (if available).
- Written comments also may be filed with the Commission.
- The governing body of the county or municipal corporation in which the project is proposed to be located is invited to join the Commission or Public Utility Law Judge in conducting the public hearing.

16 - 88

CPCN Procedure, cont'd

- NOTIFICATIONS OF PUBLIC COMMENT HEARING

- Notice of Public Hearing with the dates, times, and locations is issued by the Commission.
- Applicant must publish the Notice in a newspaper(s) of general circulation and post on two types of social media in each of four successive weeks immediately before the hearing date
- The Notice also is posted on the MD PSC website as well as on the MD PSC Facebook and Twitter accounts
- MD PSC website has a list of all public hearings being held in each active CPCN matter with link to the electronic docket which has pleadings filed by the parties (www.psc.state.md.us/public-comment-hearings/)
- MD PSC coordinates with the governing body of the county or municipal corporation for an efficient and cost-effective means to provide notice to the public hearing through other types of media familiar to the residents in the county or municipal corporation
- On day of the hearing, the Applicant must post an informational sign about the hearing at or near each public entrance of the building in which the hearing will be held

16 - 89

CPCN Procedure, cont'd

- Conduct of a Public Hearing
 - Either the Commission or a Public Utility Law Judge presides at the hearing
 - A court reporter is present and a transcript of the hearing is prepared
 - Representatives of Applicant, OPC, and Staff are present in the event any member of the public has a substantive question about the project
 - The Commission or Public Utility Law Judge is present to listen to the comments. The Commission or Public Utility Law Judge do not respond to substantive questions about the project or proceeding because they must render an impartial decision after considering all the written or oral evidence presented at the evidentiary hearing
 - The Applicant may be given a limited amount of time to describe the project prior to public comments being taken
 - Each member of the public who wishes to make a comment will come to the microphone when called and present an oral statement. A time limitation may be placed on the length of the comment based on the number of persons wishing to comment
 - After all members of the public have had an opportunity to comment, the hearing is adjourned

16 - 90

CPCN Procedure, cont'd

- Evidentiary Hearing
 - Typically held at the Commission's Baltimore offices
 - Only parties of record participate, but public may attend and watch the proceedings
 - Witnesses are called and each party and the presiding officer are able to cross-examine the witnesses

16 - 91

CPCN Procedure, cont'd

- After the evidentiary hearing, a briefing schedule may be directed.
- If before a Public Utility Law Judge, the Judge issues a proposed order, which may be appealed to the Commission by a party for a review of an issue(s) – generally a 30-day appeal period. The Commission may, on its own motion, initiate a further proceeding or modify the proposed order.
 - If an appeal is taken of the proposed order, the Commission issues the final Order.
 - If no appeal is taken of a proposed order, it becomes a final Order of the Commission.
- If the matter is before the Commission, it issues a final Order
- Any party, other than the MD PSC Staff, or person in interest that is dissatisfied with the final Order may seek judicial review of the Order in the Circuit Court of Baltimore City or any county in which the applicant operates.

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COMMISSIONERS
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Worcester County
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WESTON S. YOUNG, P.E.
 CHIEF ADMINISTRATIVE OFFICER
 ROSCOE R. LESLIE
 COUNTY ATTORNEY

May 9, 2025

To: Worcester County Commissioners
 From: Karen Hammer, Administrative Assistant V
 SUBJECT: Upcoming Board Appointments -Terms Beginning January 1, 2025

Commissioner Bertino – You have Two (2) positions open:

- George Solyak – Term Ending – Agricultural Reconciliation Bd.
- Maria C- Lawrence – Term Ending Dec. 2023 – Housing Review 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:

- Kevin Holland – Term Ending – Building Code Appeals Bd.
- Keri-Ann Byrd – **Resigned** – Housing Review Board

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 Four (4) positions open:

- Joe Schanno – Term Ending – Economic Development
- 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.),

(2) – Property Tax Assessment Appeal Board – 1 regular member vacancy available and an alternate member

(1) – Solid Waste Advisory Board – Town of Snow Hill (Pruitt)

(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)

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 Resigned
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 17

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
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>
Kimberly List	D-7, Mitrecic	Ocean City	18- 21-24
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
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
Michelle Goad	D-1, Abbott	Pocomoke City	25-28

Prior Members: Since 1995

Ellen Pilchard ^c (95-97)	Marie Velong ^c (95-99)	Christine Selzer (03)
Helen Henson ^c (95-97)	Carole P. Voss (98-00)	Linda C. Busick (00-03)
Barbara Beaubien ^c (95-97)	Martha Bennett (97-00)	Gloria Bassich (98-03)
Sandy Wilkinson ^c (95-97)	Patricia Ilczuk-Lavanceau (98-99)	Carolyn Porter (01-04)
Helen Fisher ^c (95-98)	Lil Wilkinson (00-01)	Martha Pusey (97-03)
Bernard Bond ^c (95-98)	Diana Purnell ^c (95-01)	Teole Brittingham (97-04)
Jo Campbell ^c (95-98)	Colleen McGuire (99-01)	Catherine W. Stevens (02-04)
Karen Holck ^c (95-98)	Wendy Boggs McGill (00-02)	Hattie Beckwith (00-04)
Judy Boggs ^c (95-98)	Lynne Boyd (98-01)	Mary Ann Bennett (98-04)
Mary Elizabeth Fears ^c (95-98)	Barbara Trader ^c (95-02)	Rita Vaeth (03-04)
Pamela McCabe ^c (95-98)	Heather Cook (01-02)	
Teresa Hammerbacher ^c (95-98)	Vyoletus Ayres (98-03)	
Bonnie Platter (98-00)	Terri Taylor (01-03)	

* = Appointed to fill an unexpired term

^c = Charter member



Worcester County Administration

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

TO: *The Salisbury Daily Times and OC Today Dispatch Group*
FROM: Candace Savage, Deputy Chief Administrative Officer
DATE: May 15, 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 April 24, 2025 and May 1, 2025. Thank you.

NOTICE OF INTRODUCTION OF BILL 25-02
WORCESTER COUNTY COMMISSIONERS

Take Notice that Bill 25-02 (County Government – County Real and Personal Property and County Buildings) was introduced by Commissioners Abbott, Bertino, Elder, Fiori, Mitrecic, and Purnell on April 1, 2025.

A fair summary of the bill is as follows:

The bill amends Section 4-404 of the County Government Article of the County Code to refine restrictions on camping at certain locations including County property, clarifying the ability of the County to remove abandoned personal property on County and other property, and making violations of this provision a misdemeanor rather than a civil citation.

A Public Hearing

will be held on Bill 25-02 at the Commissioners' Meeting Room, Room 1101 – Government Center, One West Market Street, Snow Hill, Maryland on **Tuesday, May 20, 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

ITEM 18

Introduced by Commissioners
Abbott, Bertino, Elder, Fiori,
Mitrecic, and Purnell

WSY 04/01/25



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: March 24, 2025

RE: Anti-Camping Legislation

Based on Commissioner instruction at the earlier work session on this topic, attached are amendments to current County code refining restrictions on camping at certain properties and clarifying removal of unauthorized personal property.

COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND
BILL 25-__

BY:

INTRODUCED:

A legislative bill for the purpose of amending Subtitle IV of the County Government Article to further clarify the prohibition of camping on County and other property and to prohibit the storage of private property on such property.

- I. **Be It Enacted by the County Commissioners of Worcester County, Maryland**, that Subtitle IV (County Real and Personal Property and County Buildings) of the County Government Article of the Code of Public Local Laws of Worcester County, Maryland is amended as follows:

§ CG 4-404 Regulations regarding the use of County-owned and other property.

- (a) Definitions. For the purposes of this Subtitle, the following definitions shall apply:

Camp: to use an area for living accommodation purposes, including pitching, erecting, or occupying an encampment, creating outdoor sheltering, or using camp paraphernalia to facilitate outdoor sheltering or for living accommodation purposes or for remaining outdoors overnight.

Camp paraphernalia: personal property used to facilitate occupancy of an area and includes personal property typically associated with camping such as tarps, cots, beds, sleeping bags, hammocks, bedding, camp stoves, cooking equipment, buckets, and similar equipment, luggage, clothing, bicycles, mattresses, couches, dressers, or other furniture.

- (b) Prohibited acts.

- (1) Unless otherwise authorized by written resolution of the County Commissioners, it is prohibited to inhabit, camp on, ~~tent on, or~~ sleep on ~~or inhabit~~;

A. -any -roadside of any County road -or along any County roadside;

B. within the any right-of-way of the a County road;

C. -or in any County recreational park -or in;

D. on or adjacent to any County landing or boat ramp; -or

E. any other County-owned property;

F. any school, college, university, or other education institution; or unless specifically authorized by law or resolution of the County Commissioners.

H. any bus stop or transportation facility.

(2) It is prohibited to dock, moor, tie-up, or anchor any boat, vessel, or watercraft at any County-owned boat landing or boat ramp, except for loading and unloading purposes and except in cases of bona fide emergencies on a temporary basis (not to exceed 48 hours), unless specifically authorized in writing by ~~law or resolution of~~ the County Commissioners. ~~"Temporary," for the purposes hereof, shall mean not to exceed forty-eight hours.~~

(3) It is prohibited to enter upon or into any County-owned land or facility at any time when the land or facility is closed to the ~~general~~ public unless ~~specifically~~ authorized by written resolution of the County Commissioners.

(4) Storage or use of any personal property or camp paraphernalia within the areas listed in (b)(1) above is prohibited.

A. Personal property or camp paraphernalia stored or used in violation of this Subtitle must be removed within 24 hours of duly-authorized notice being made by an agent of the county.

B. Personal property or camp paraphernalia not removed within 24 hours of notice being made may be removed and disposed of by the County Commissioners or other authorized agents at the owner's expense.

C. Personal property or camp paraphernalia that poses an immediate threat to the health or safety of the public may be immediately removed and disposed of by the County Commissioners or other authorized agents at the owner's expense without notice being made.

(~~cb~~) Interference with County recreational activities. It is prohibited for any person to interfere with, disrupt, or disturb any recreational activity duly authorized in writing by the ~~Worcester County Recreation Board for the~~ County Commissioners, ~~whether such interference, disruption or disturbance is caused by the action of the individual, inaction of the individual or by words, gestures or other means.~~

(~~de~~) Rules and regulations regarding County-owned property. The County Commissioners may, by written resolution, adopt additional rules, regulations, hours of operation, limitation of uses, or other standards with regard to the use of County-owned property. ~~Such rules or regulations may not contravene the purposes of this section but shall be in addition to the requirements of this section.~~

(~~ed~~) Violations and Penalties.

(1) Violation: Any person who violates the provisions of this Subtitle or any related rules or regulations adopted by the County Commissioners ~~pursuant hereto~~ shall be guilty of a ~~civil infraction~~ misdemeanor. Each day a violation occurs will be considered a separate offense.

(2) Penalty: Any person who violates this Subtitle shall, upon conviction, be fined not more than \$1000, imprisoned for not more than thirty days, or both.

II. **Be It Further Enacted by the County Commissioners of Worcester County, Maryland** that this Bill will take effect 45 days from the date of its passage.

III. PASSED this _____ day of _____, 2025.



OFFICE OF THE TREASURER

Worcester County

GOVERNMENT CENTER
ONE WEST MARKET STREET, ROOM 1105
P.O. Box 248
SNOW HILL, MARYLAND
21863

BWS 1

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

Phillip G. Thompson, CPA
Finance Officer

Jessica R. Wilson, CPA
Deputy Finance Officer

Quinn M. Dittrich, CPA
Enterprise Fund Controller

MEMORANDUM

TO: Worcester County Commissioners
FROM: Quinn M. Dittrich, CPA, Enterprise Fund Controller
DATE: May 15, 2025
SUBJECT: Budget Work Session May 20, 2025

The adjustments at the May 13th Budget Work Session for FY2026 are summarized in the table below. All adjustments related to Personnel Services. Revenues and expenditures total \$5,377,434 with \$98,566 being transferred to the Solid Waste Reserves.

	2026 Proposed Budget as of 5/13/25	Adjustment	2026 Department Requested
Revenues	5,476,000	-	5,476,000
Expenditures	4,036,228	(5,634)	4,041,862
Expenditures - Capital	1,341,206	-	1,341,206
Transfer to Reserves	98,566	5,634	92,932

Please let me know if you have any further questions.

Worcester County					
Revenue Annual Budget by Account Classification Report					
	FY26 Proposed Budget as of 5/13/25	FY26 Department Requested	Variance FY26 Proposed Budget vs FY26 Dept Requested	2025 Adopted Budget	Variance FY26 Proposed Budget vs FY25 Adopted
Fund: 680 Landfill					
LOSS DSP ASTS - Gain/Loss on Disposal of Assets	-	-	-	-	-
LIC/PRMT - Licenses and Permits	4,500	4,500	-	4,500	-
CHG SVC - Charges for Services	4,820,000	4,820,000	-	4,569,500	250,500
INT/PEN - Interest & Penalties	651,500	651,500	-	501,000	150,500
INTGOV ST - Intergovernmental - State Revenues	-	-	-	-	-
OTH REV - Other Revenue	-	-	-	-	-
TRNS IN - Transfers In	(98,566)	(92,932)	(5,634)	302,109	(400,675)
Revenue Grand Totals:	5,377,434	5,383,068	(5,634)	5,377,109	325

Worcester County					
Annual Budget by Account Classification Report					
	FY26 Proposed Budget as of 5/13/25	FY26 Department Requested	Variance FY26 Proposed Budget vs FY26 Dept Requested	2025 Adopted Budget	Variance FY26 Proposed Budget vs FY25 Adopted
Fund: 680 Landfill					
Expenditures					
PERS SVCS - Personnel Services	1,780,784	1,786,418	(5,634)	1,561,414	219,370
SUPP & MAT - Supplies & Materials	501,774	501,774	-	57,020	444,754
MAINT & SVCS - Maintenance & Services	1,263,500	1,263,500	-	1,706,380	(442,880)
OTHR CHGS - Other Charges	490,170	490,170	-	483,647	6,523
INTFND CHGS - Interfund Charges	-	-	-	(224,991)	224,991
CAP EQ - Capital Equipment	1,341,206	1,341,206	-	1,793,638	(452,432)
Expenditure Grand Totals:	5,377,434	5,383,068	(5,634)	5,377,108	326



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MEMORANDUM

BWS 2

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Phillip G. Thompson, CPA
Finance Officer

Jessica R. Wilson, CPA
Deputy Finance Officer

Quinn M. Dittrich, CPA
Enterprise Fund Controller

TO: Worcester County Commissioners
FROM: Quinn M. Dittrich, CPA, Enterprise Fund Controller
DATE: May 15, 2025
SUBJECT: Budget Work Session May 20, 2025

After reviewing the proposed rates put forward at the Budget Work Session on May 13, 2025, Edgewater Acres required additional adjustments. Included in their FY26 Requested Budgeted Expenses was a Capital Expense item of \$140,000 for a Control Panel Replacement. Historically, Edgewater Acres has small capital requirements due to both water and sewer providers being Delaware parties. The rates put forward were elevated to partially recoup this one-time expense. This would result in elevated rates in the following year(s) which would see a greater surplus that would possibly be seen as too high. As such, the new proposal for Edgewater Acres is to slightly reduce the rates, as seen on the following pages, and request an Inter-Governmental Loan from the General Fund in the amount of \$140,000 to cover this large, one-time capital expense to smooth out the rates being charged. The loan would be recommended for 10 years at a variable interest rate and would begin repayment in January 2026.

Please let me know if you have any questions or concerns.

EDGEWATER ACRES

		Proposed FY26 Rates
		With General Fund Support (\$)
O&M Rates- per EDU		Adopted FY25 Rates (\$)
Water Base Fee	31.20	40.00
Water Usage Fees	8-15/1K gal	8-15/1K gal
Water Flat Fee	121.00	220.00
Sewer Flat Fee	184.40	190.00
Accessibility Fee	-	119.00

		Adopted FY25 Revenue & Expenses (\$)	Proposed FY26 Rates
			With General Fund Support (\$)
Revenues			
Charges for Services	265,000		339,360
Interest & Penalties	1,600		1,600
Other Revenue	865		875
Total Revenue	267,465		341,835
Expenses			
Personnel Services	110,253		78,103
Supplies & Materials	3,514		8,193
Maintenance & Services	186,935		190,466
Other Charges	2,672		1,976
Interfund Charges	1,002		-
Capital Outlay	-		153,516
Total Expenses	304,376		432,254
Net Operating Income (Loss)- Revenue less Expenses		(36,911)	(90,419)
Transfer In - General Fund	-		140,000
Transfer In (Out) - Reserves	36,911		(49,581)



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MEMORANDUM

BWS 3

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TO: Worcester County Commissioners
FROM: Quinn M. Dittrich, CPA, Enterprise Fund Controller
DATE: May 15, 2025
SUBJECT: Budget Work Session May 20, 2025

The adjustments at the May 13th Budget Work Session for FY2026 are summarized in the table below. Revenues and expenditures total \$21,691,317 with a grant from the General Fund of \$1,757,395 to cover budgeted deficits as well as Operational Grants for Briddletown and Riddle Farm, and a loan from the General Fund of \$140,000 for an Edgewater Acres Capital Expenditure.

	2026 Proposed Budget as of 5/13/25	Adjustment	2026 Department Requested
Revenues	22,065,206	161,533	21,903,673
Expenditures	18,128,133	31,174	18,096,959
Expenditures - Capital	3,563,184	8,884	3,554,300
Transfer to Reserves	373,889	121,475	252,414

Please let me know if you have any further questions or concerns.

Worcester County Water & Wastewater

	FY26 Proposed Budget as of 5/31/25	FY26 Department Requested	Variance FY26 Proposed Budget vs FY26 Dept Requested	2025 Adopted Budget	Variance FY26 Proposed Budget vs FY25 Adopted
W&WW - Water & Wastewater					
Revenue					
LOSS DSP ASTS - Gain/Loss on Disposal of Assets	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
CHG SVC - Charges for Services	\$18,752,099.00	\$19,918,655.00	(\$1,166,556.00)	\$13,635,926.00	\$5,116,173.00
INT/PEN - Interest & Penalties	\$225,500.00	\$225,500.00	\$0.00	\$222,700.00	\$2,800.00
MISC - Miscellaneous	\$76,539.00	\$76,539.00	\$0.00	\$26,195.00	\$50,344.00
OP GRT - Operating Grant	\$631,500.00	\$631,500.00	\$0.00	\$31,500.00	\$600,000.00
OTH REV - Other Revenue	\$756,400.00	\$756,400.00	\$0.00	\$588,000.00	\$168,400.00
TRNS IN - Transfers In	\$1,248,404.00	\$41,790.00	\$1,206,614.00	\$2,939,441.00	(\$1,691,037.00)
DEBT SRV REV - Debt Service Revenue	\$875.00	\$875.00	\$0.00	\$865.00	\$10.00
Revenue Totals	\$21,691,317.00	\$21,651,259.00	\$40,058.00	\$17,444,627.00	\$4,246,690.00
Expenditures					
PERS SVCS - Personnel Services	\$7,378,490.00	\$7,405,216.00	(\$26,726.00)	\$6,881,865.46	\$496,624.54
SUPP & MAT - Supplies & Materials	\$2,184,177.00	\$2,126,277.00	\$57,900.00	\$1,290,614.00	\$893,563.00
MAINT & SVCS - Maintenance & Services	\$8,241,816.00	\$8,241,816.00	\$0.00	\$6,914,933.00	\$1,326,883.00
OTHR CHGS - Other Charges	\$323,650.00	\$323,650.00	\$0.00	\$204,800.00	\$118,850.00
INTFND CHGS - Interfund Charges	\$0.00	\$0.00	\$0.00	\$67,572.00	(\$67,572.00)
CAP EQ - Capital Equipment	\$3,563,184.00	\$3,554,300.00	\$8,884.00	\$2,084,838.00	\$1,478,346.00
Expenditure Totals	\$21,691,317.00	\$21,651,259.00	\$40,058.00	\$17,444,622.46	\$4,246,694.54
Water & Wastewater Totals	\$0.00	\$0.00	\$0.00	\$4.54	(\$4.54)

WATER & WASTEWATER SUMMARY

		Proposed FY26 Rates	
		Adopted FY25 Revenue & Expenses	With General Fund Support (\$)
Net Operating Income (Loss)	Assateague	(101,809)	(129,924)
	Briddletown	2,490	(23,376)
	Edgewater Acres	(36,911)	^(90,419)
	Landings	(182,710)	(340,206)
	Lighthouse Sound	(7,750)	**2,206
	Mystic Harbour	(1,143,597)	(114,059)
	Newark	(26,014)	(93,758)
	Ocean Pines	(362,129)	**371,683
	Riddle Farm	(1,128,200)	(399,257)
	River Run	(78,989)	(25,315)
	West Ocean City	339,153	*(145,979)
Total Net Operating Income (Loss)		(2,726,464)	(988,404)
Transfer In - General Fund		-	1,125,895
*Transfer In From Reserves		-	145,979
**Transfer Out To Reserves		-	(373,889)
^Loan from General Fund		-	140,000

Worcester County

Annual Budget by Account Classification Report

	FY26 Proposed Budget as of 5/13/25	FY26 Department Requested	Variance FY26 Proposed Budget vs FY26 Dept Requested	2025 Adopted Budget	Variance FY26 Proposed Budget vs FY25 Adopted
Fund: 520 Assateague Point					
Revenue					
CHG SVC - Charges for Services	\$525,078.00	\$440,356.00	\$84,722.00	\$310,216.00	\$214,862.00
INT/PEN - Interest & Penalties	\$4,600.00	\$4,600.00	\$0.00	\$4,600.00	\$0.00
OTH REV - Other Revenue	\$2,500.00	\$2,500.00	\$0.00	\$0.00	\$2,500.00
TRNS IN - Transfers In	\$129,924.00	\$196,728.00	(\$66,804.00)	\$101,809.00	\$28,115.00
DEBT SRV REV - Debt Service Revenue	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Revenue Totals	\$662,102.00	\$644,184.00	\$17,918.00	\$416,625.00	\$245,477.00
Expenditures					
PERS SVCS - Personnel Services	\$218,879.00	\$221,061.00	(\$2,182.00)	\$203,934.82	\$14,944.18
SUPP & MAT - Supplies & Materials	\$104,070.00	\$83,970.00	\$20,100.00	\$51,767.00	\$52,303.00
MAINT & SVCS - Maintenance & Services	\$169,569.00	\$169,569.00	\$0.00	\$151,605.00	\$17,964.00
OTHR CHGS - Other Charges	\$10,929.00	\$10,929.00	\$0.00	\$6,763.00	\$4,166.00
INTFND CHGS - Interfund Charges	\$0.00	\$0.00	\$0.00	\$2,555.00	(\$2,555.00)
CAP EQ - Capital Equipment	\$158,655.00	\$158,655.00	\$0.00	\$0.00	\$158,655.00
Expenditure Totals	\$662,102.00	\$644,184.00	\$17,918.00	\$416,624.82	\$245,477.18
Fund Total: Assateague Point	\$0.00	\$0.00	\$0.00	\$0.18	(\$0.18)

Worcester County

Annual Budget by Account Classification Report

	FY26 Proposed Budget as of 5/13/25	FY26 Department Requested	Variance FY26 Proposed Budget vs FY26 Dept Requested	2025 Adopted Budget	Variance FY26 Proposed Budget vs FY25 Adopted
Fund: 525 Briddletown					
Revenue					
CHG SVC - Charges for Services	\$19,840.00	\$18,748.00	\$1,092.00	\$15,060.00	\$4,780.00
INT/PEN - Interest & Penalties	\$500.00	\$500.00	\$0.00	\$400.00	\$100.00
OP GRT - Operating Grant	\$31,500.00	\$31,500.00	\$0.00	\$31,500.00	\$0.00
OTH REV - Other Revenue	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TRNS IN - Transfers In	\$23,376.00	\$23,959.00	(\$583.00)	(\$2,490.00)	\$25,866.00
Revenue Totals	\$75,216.00	\$74,707.00	\$509.00	\$44,470.00	\$30,746.00
Expenditures					
PERS SVCS - Personnel Services	\$12,949.00	\$12,440.00	\$509.00	\$7,544.00	\$5,405.00
SUPP & MAT - Supplies & Materials	\$1,712.00	\$1,712.00	\$0.00	\$1,199.00	\$513.00
MAINT & SVCS - Maintenance & Services	\$47,263.00	\$47,263.00	\$0.00	\$35,275.00	\$11,988.00
OTHR CHGS - Other Charges	\$79.00	\$79.00	\$0.00	\$326.00	(\$247.00)
INTFND CHGS - Interfund Charges	\$0.00	\$0.00	\$0.00	\$126.00	(\$126.00)
CAP EQ - Capital Equipment	\$13,213.00	\$13,213.00	\$0.00	\$0.00	\$13,213.00
Expenditure Totals	\$75,216.00	\$74,707.00	\$509.00	\$44,470.00	\$30,746.00
Fund Total: Briddletown	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Worcester County

Annual Budget by Account Classification Report

	FY26 Proposed Budget as of 5/13/25	FY26 Department Requested	Variance FY26 Proposed Budget vs FY26 Dept Requested	2025 Adopted Budget	Variance FY26 Proposed Budget vs FY25 Adopted
Fund: 530 Edgewater Acres					
Revenue					
CHG SVC - Charges for Services	\$339,360.00	\$390,920.00	(\$51,560.00)	\$265,000.00	\$74,360.00
INT/PEN - Interest & Penalties	\$1,600.00	\$1,600.00	\$0.00	\$1,600.00	\$0.00
OTH REV - Other Revenue	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TRNS IN - Transfers In	\$90,419.00	\$29,501.00	\$60,918.00	\$36,911.00	\$53,508.00
DEBT SRV REV - Debt Service Revenue	\$875.00	\$875.00	\$0.00	\$865.00	\$10.00
Revenue Totals	\$432,254.00	\$422,896.00	\$9,358.00	\$304,376.00	\$127,878.00
Expenditures			\$0.00		\$0.00
PERS SVCS - Personnel Services	\$78,103.00	\$77,629.00	\$474.00	\$110,252.98	(\$32,149.98)
SUPP & MAT - Supplies & Materials	\$8,193.00	\$8,193.00	\$0.00	\$3,514.00	\$4,679.00
MAINT & SVCS - Maintenance & Services	\$190,466.00	\$190,466.00	\$0.00	\$186,935.00	\$3,531.00
OTHR CHGS - Other Charges	\$1,976.00	\$1,976.00	\$0.00	\$2,672.00	(\$696.00)
INTFND CHGS - Interfund Charges	\$0.00	\$0.00	\$0.00	\$1,002.00	(\$1,002.00)
CAP EQ - Capital Equipment	\$153,516.00	\$144,632.00	\$8,884.00	\$0.00	\$153,516.00
Expenditure Totals	\$432,254.00	\$422,896.00	\$9,358.00	\$304,375.98	\$127,878.02
Fund Total: Edgewater Acres	\$0.00	\$0.00	\$0.00	\$0.02	(\$0.02)

Worcester County

Annual Budget by Account Classification Report

	FY26 Proposed Budget as of 5/13/25	FY26 Department Requested	Variance FY26 Proposed Budget vs FY26 Dept Requested	2025 Adopted Budget	Variance FY26 Proposed Budget vs FY25 Adopted
Fund: 535 Landings					
Revenue					
LOSS DSP ASTS - Gain/Loss on Disposal of Assets	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
CHG SVC - Charges for Services	\$613,784.00	\$568,178.00	\$45,606.00	\$474,100.00	\$139,684.00
INT/PEN - Interest & Penalties	\$3,000.00	\$3,000.00	\$0.00	\$3,000.00	\$0.00
OTH REV - Other Revenue	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TRNS IN - Transfers In	\$340,206.00	\$377,433.00	(\$37,227.00)	\$182,711.00	\$157,495.00
DEBT SRV REV - Debt Service Revenue	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Revenue Totals	\$956,990.00	\$948,611.00	\$8,379.00	\$659,811.00	\$297,179.00
Expenditures					
PERS SVCS - Personnel Services	\$196,126.00	\$187,747.00	\$8,379.00	\$152,502.08	\$43,623.92
SUPP & MAT - Supplies & Materials	\$43,987.00	\$43,987.00	\$0.00	\$32,294.00	\$11,693.00
MAINT & SVCS - Maintenance & Services	\$627,407.00	\$627,407.00	\$0.00	\$456,945.00	\$170,462.00
OTHR CHGS - Other Charges	\$15,760.00	\$15,760.00	\$0.00	\$2,396.00	\$13,364.00
INTFND CHGS - Interfund Charges	\$0.00	\$0.00	\$0.00	\$673.00	(\$673.00)
CAP EQ - Capital Equipment	\$73,710.00	\$73,710.00	\$0.00	\$15,000.00	\$58,710.00
Expenditure Totals	\$956,990.00	\$948,611.00	\$8,379.00	\$659,810.08	\$297,179.92
Fund Total: Landings	\$0.00	\$0.00	\$0.00	\$0.92	(\$0.92)

Worcester County

Annual Budget by Account Classification Report

	FY26 Proposed Budget as of 5/13/25	FY26 Department Requested	Variance FY26 Proposed Budget vs FY26 Dept Requested	2025 Adopted Budget	Variance FY26 Proposed Budget vs FY25 Adopted
Fund: 540 Lighthouse Sound					
Revenue					
CHG SVC - Charges for Services	\$134,211.00	\$150,699.00	(\$16,488.00)	\$115,620.00	\$18,591.00
INT/PEN - Interest & Penalties	\$800.00	\$800.00	\$0.00	\$800.00	\$0.00
OTH REV - Other Revenue	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TRNS IN - Transfers In	(\$2,206.00)	(\$17,651.00)	\$15,445.00	\$7,750.00	(\$9,956.00)
Revenue Totals	\$132,805.00	\$133,848.00	(\$1,043.00)	\$124,170.00	\$8,635.00
Expenditures					
PERS SVCS - Personnel Services	\$64,127.00	\$65,170.00	(\$1,043.00)	\$72,472.66	(\$8,345.66)
SUPP & MAT - Supplies & Materials	\$17,464.00	\$17,464.00	\$0.00	\$11,504.00	\$5,960.00
MAINT & SVCS - Maintenance & Services	\$34,386.00	\$34,386.00	\$0.00	\$38,700.00	(\$4,314.00)
OTHR CHGS - Other Charges	\$4,367.00	\$4,367.00	\$0.00	\$1,178.00	\$3,189.00
INTFND CHGS - Interfund Charges	\$0.00	\$0.00	\$0.00	\$315.00	(\$315.00)
CAP EQ - Capital Equipment	\$12,461.00	\$12,461.00	\$0.00	\$0.00	\$12,461.00
Expenditure Totals	\$132,805.00	\$133,848.00	(\$1,043.00)	\$124,169.66	\$8,635.34
Fund Total: Lighthouse Sound	\$0.00	\$0.00	\$0.00	\$0.34	(\$0.34)

Worcester County

Annual Budget by Account Classification Report

	FY26 Proposed Budget as of 5/13/25	FY26 Department Requested	Variance FY26 Proposed Budget vs FY26 Dept Requested	2025 Adopted Budget	Variance FY26 Proposed Budget vs FY25 Adopted
Fund: 545 Mystic Harbour					
Revenue					
CHG SVC - Charges for Services	\$2,880,774.00	\$2,621,655.00	\$259,119.00	\$1,448,000.00	\$1,432,774.00
INT/PEN - Interest & Penalties	\$18,000.00	\$18,000.00	\$0.00	\$18,000.00	\$0.00
OTH REV - Other Revenue	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TRNS IN - Transfers In	\$374,059.00	\$636,944.00	(\$262,885.00)	\$1,356,569.00	(\$982,510.00)
DEBT SRV REV - Debt Service Revenue	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Revenue Totals	\$3,272,833.00	\$3,276,599.00	(\$3,766.00)	\$2,822,569.00	\$450,264.00
Expenditures					
PERS SVCS - Personnel Services	\$923,791.00	\$927,557.00	(\$3,766.00)	\$719,947.51	\$203,843.49
SUPP & MAT - Supplies & Materials	\$544,092.00	\$544,092.00	\$0.00	\$247,556.00	\$296,536.00
MAINT & SVCS - Maintenance & Services	\$1,185,054.00	\$1,185,054.00	\$0.00	\$1,020,854.00	\$164,200.00
OTHR CHGS - Other Charges	\$58,959.00	\$58,959.00	\$0.00	\$20,112.00	\$38,847.00
INTFND CHGS - Interfund Charges	\$0.00	\$0.00	\$0.00	\$9,099.00	(\$9,099.00)
CAP EQ - Capital Equipment	\$560,937.00	\$560,937.00	\$0.00	\$805,000.00	(\$244,063.00)
Expenditure Totals	\$3,272,833.00	\$3,276,599.00	(\$3,766.00)	\$2,822,568.51	\$450,264.49
Fund Total: Mystic Harbour	\$0.00	\$0.00	\$0.00	\$0.49	(\$0.49)

Worcester County

Annual Budget by Account Classification Report

	FY26 Proposed Budget as of 5/13/25	FY26 Department Requested	Variance FY26 Proposed Budget vs FY26 Dept Requested	2025 Adopted Budget	Variance FY26 Proposed Budget vs FY25 Adopted
Fund: 550 Newark					
Revenue					
CHG SVC - Charges for Services	\$232,960.00	\$255,910.00	(\$22,950.00)	\$167,040.00	\$65,920.00
INT/PEN - Interest & Penalties	\$3,000.00	\$3,000.00	\$0.00	\$2,500.00	\$500.00
MISC - Miscellaneous	\$76,539.00	\$76,539.00	\$0.00	\$26,195.00	\$50,344.00
OTH REV - Other Revenue	\$400.00	\$400.00	\$0.00	\$3,000.00	(\$2,600.00)
TRNS IN - Transfers In	\$93,758.00	\$52,204.00	\$41,554.00	\$26,015.00	\$67,743.00
DEBT SRV REV - Debt Service Revenue	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Revenue Totals	\$406,657.00	\$388,053.00	\$18,604.00	\$224,750.00	\$181,907.00
Expenditures					
PERS SVCS - Personnel Services	\$188,274.00	\$193,070.00	(\$4,796.00)	\$151,633.04	\$36,640.96
SUPP & MAT - Supplies & Materials	\$56,036.00	\$32,636.00	\$23,400.00	\$14,258.00	\$41,778.00
MAINT & SVCS - Maintenance & Services	\$135,173.00	\$135,173.00	\$0.00	\$56,360.00	\$78,813.00
OTHR CHGS - Other Charges	\$7,778.00	\$7,778.00	\$0.00	\$1,797.00	\$5,981.00
INTFND CHGS - Interfund Charges	\$0.00	\$0.00	\$0.00	\$701.00	(\$701.00)
CAP EQ - Capital Equipment	\$19,396.00	\$19,396.00	\$0.00	\$0.00	\$19,396.00
Expenditure Totals	\$406,657.00	\$388,053.00	\$18,604.00	\$224,749.04	\$181,907.96
Fund Total: Newark	\$0.00	\$0.00	\$0.00	\$0.96	(\$0.96)

Worcester County

Annual Budget by Account Classification Report

	FY26 Proposed Budget as of 5/13/25	FY26 Department Requested	Variance FY26 Proposed Budget vs FY26 Dept Requested	2025 Adopted Budget	Variance FY26 Proposed Budget vs FY25 Adopted
Fund: 555 Ocean Pines					
Revenue					
LOSS DSP ASTS - Gain/Loss on Disposal of Assets	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
CHG SVC - Charges for Services	\$9,797,029.00	\$10,943,135.00	(\$1,146,106.00)	\$8,203,440.00	\$1,593,589.00
INT/PEN - Interest & Penalties	\$95,000.00	\$95,000.00	\$0.00	\$95,000.00	\$0.00
OTH REV - Other Revenue	\$753,500.00	\$753,500.00	\$0.00	\$585,000.00	\$168,500.00
TRNS IN - Transfers In	(\$371,683.00)	(\$1,498,767.00)	\$1,127,084.00	\$362,130.00	(\$733,813.00)
DEBT SRV REV - Debt Service Revenue	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Revenue Totals	\$10,273,846.00	\$10,292,868.00	(\$19,022.00)	\$9,245,570.00	\$1,028,276.00
Expenditures					
PERS SVCS - Personnel Services	\$4,761,277.00	\$4,794,699.00	(\$33,422.00)	\$4,620,709.06	\$140,567.94
SUPP & MAT - Supplies & Materials	\$1,132,399.00	\$1,117,999.00	\$14,400.00	\$783,172.00	\$349,227.00
MAINT & SVCS - Maintenance & Services	\$3,034,172.00	\$3,034,172.00	\$0.00	\$2,642,411.00	\$391,761.00
OTHR CHGS - Other Charges	\$158,808.00	\$158,808.00	\$0.00	\$133,988.00	\$24,820.00
INTFND CHGS - Interfund Charges	\$0.00	\$0.00	\$0.00	\$40,451.00	(\$40,451.00)
CAP EQ - Capital Equipment	\$1,187,190.00	\$1,187,190.00	\$0.00	\$1,024,838.00	\$162,352.00
Expenditure Totals	\$10,273,846.00	\$10,292,868.00	(\$19,022.00)	\$9,245,569.06	\$1,028,276.94
Fund Total: Ocean Pines	\$0.00	\$0.00	\$0.00	\$0.94	(\$0.94)

Worcester County

Annual Budget by Account Classification Report

	FY26 Proposed Budget as of 5/13/25	FY26 Department Requested	Variance FY26 Proposed Budget vs FY26 Dept Requested	2025 Adopted Budget	Variance FY26 Proposed Budget vs FY25 Adopted
Fund: 570 Riddle Farm					
Revenue					
LOSS DSP ASTS - Gain/Loss on Disposal of Assets	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
CHG SVC - Charges for Services	\$1,609,875.00	\$1,353,600.00	\$256,275.00	\$892,850.00	\$717,025.00
INT/PEN - Interest & Penalties	\$7,000.00	\$7,000.00	\$0.00	\$6,000.00	\$1,000.00
OP GRT - Operating Grant	\$600,000.00	\$600,000.00	\$0.00	\$0.00	\$600,000.00
OTH REV - Other Revenue	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TRNS IN - Transfers In	\$399,257.00	\$638,587.00	(\$239,330.00)	\$1,128,200.00	(\$728,943.00)
DEBT SRV REV - Debt Service Revenue	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Revenue Totals	\$2,616,132.00	\$2,599,187.00	\$16,945.00	\$2,027,050.00	\$589,082.00
Expenditures					
PERS SVCS - Personnel Services	\$504,067.00	\$487,122.00	\$16,945.00	\$471,532.53	\$32,534.47
SUPP & MAT - Supplies & Materials	\$193,725.00	\$193,725.00	\$0.00	\$98,620.00	\$95,105.00
MAINT & SVCS - Maintenance & Services	\$1,674,096.00	\$1,674,096.00	\$0.00	\$1,273,625.00	\$400,471.00
OTHR CHGS - Other Charges	\$43,164.00	\$43,164.00	\$0.00	\$6,296.00	\$36,868.00
INTFND CHGS - Interfund Charges	\$0.00	\$0.00	\$0.00	\$1,976.00	(\$1,976.00)
CAP EQ - Capital Equipment	\$201,080.00	\$201,080.00	\$0.00	\$175,000.00	\$26,080.00
Expenditure Totals	\$2,616,132.00	\$2,599,187.00	\$16,945.00	\$2,027,049.53	\$589,082.47
Fund Total: Riddle Farm	\$0.00	\$0.00	\$0.00	\$0.47	(\$0.47)

Worcester County

Annual Budget by Account Classification Report

	FY26 Proposed Budget as of 5/13/25	FY26 Department Requested	Variance FY26 Proposed Budget vs FY26 Dept Requested	2025 Adopted Budget	Variance FY26 Proposed Budget vs FY25 Adopted
Fund: 575 River Run					
Revenue					
CHG SVC - Charges for Services	\$398,066.00	\$524,634.00	(\$126,568.00)	\$213,000.00	\$185,066.00
INT/PEN - Interest & Penalties	\$1,000.00	\$1,000.00	\$0.00	\$800.00	\$200.00
OTH REV - Other Revenue	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TRNS IN - Transfers In	\$25,315.00	(\$97,538.00)	\$122,853.00	\$78,989.00	(\$53,674.00)
Revenue Totals	\$424,381.00	\$428,096.00	(\$3,715.00)	\$292,789.00	\$131,592.00
Expenditures					
PERS SVCS - Personnel Services	\$122,651.00	\$126,366.00	(\$3,715.00)	\$92,807.92	\$29,843.08
SUPP & MAT - Supplies & Materials	\$45,574.00	\$45,574.00	\$0.00	\$17,466.00	\$28,108.00
MAINT & SVCS - Maintenance & Services	\$203,665.00	\$203,665.00	\$0.00	\$134,141.00	\$69,524.00
OTHR CHGS - Other Charges	\$10,020.00	\$10,020.00	\$0.00	\$2,546.00	\$7,474.00
INTFND CHGS - Interfund Charges	\$0.00	\$0.00	\$0.00	\$828.00	(\$828.00)
CAP EQ - Capital Equipment	\$42,471.00	\$42,471.00	\$0.00	\$45,000.00	(\$2,529.00)
Expenditure Totals	\$424,381.00	\$428,096.00	(\$3,715.00)	\$292,788.92	\$131,592.08
Fund Total: River Run	\$0.00	\$0.00	\$0.00	\$0.08	(\$0.08)

Worcester County

Annual Budget by Account Classification Report

	FY26 Proposed Budget as of 5/13/25	FY26 Department Requested	Variance FY26 Proposed Budget vs FY26 Dept Requested	2025 Adopted Budget	Variance FY26 Proposed Budget vs FY25 Adopted
Fund: 580 West Ocean City					
Revenue					
LOSS DSP ASTS - Gain/Loss on Disposal of Assets	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
CHG SVC - Charges for Services	\$2,201,122.00	\$2,650,820.00	(\$449,698.00)	\$1,531,600.00	\$669,522.00
INT/PEN - Interest & Penalties	\$91,000.00	\$91,000.00	\$0.00	\$90,000.00	\$1,000.00
OTH REV - Other Revenue	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TRNS IN - Transfers In	\$145,979.00	(\$299,610.00)	\$445,589.00	(\$339,153.00)	\$485,132.00
DEBT SRV REV - Debt Service Revenue	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Revenue Totals	\$2,438,101.00	\$2,442,210.00	(\$4,109.00)	\$1,282,447.00	\$1,155,654.00
Expenditures					
PERS SVCS - Personnel Services	\$308,246.00	\$312,355.00	(\$4,109.00)	\$278,528.86	\$29,717.14
SUPP & MAT - Supplies & Materials	\$36,925.00	\$36,925.00	\$0.00	\$29,264.00	\$7,661.00
MAINT & SVCS - Maintenance & Services	\$940,565.00	\$940,565.00	\$0.00	\$918,082.00	\$22,483.00
OTHR CHGS - Other Charges	\$11,810.00	\$11,810.00	\$0.00	\$26,726.00	(\$14,916.00)
INTFND CHGS - Interfund Charges	\$0.00	\$0.00	\$0.00	\$9,846.00	(\$9,846.00)
CAP EQ - Capital Equipment	\$1,140,555.00	\$1,140,555.00	\$0.00	\$20,000.00	\$1,120,555.00
Expenditure Totals	\$2,438,101.00	\$2,442,210.00	(\$4,109.00)	\$1,282,446.86	\$1,155,654.14
Fund Total: West Ocean City	\$0.00	\$0.00	\$0.00	\$0.14	(\$0.14)



OFFICE OF THE TREASURER

Worcester County

GOVERNMENT CENTER
ONE WEST MARKET STREET, ROOM 1105
P.O. Box 248
SNOW HILL, MARYLAND
21863

BWS 3

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

Phillip G. Thompson, CPA
Finance Officer

Jessica R. Wilson, CPA
Deputy Finance Officer

Quinn M. Dittrich, CPA
Enterprise Fund Controller

TO: Worcester County Commissioners
FROM: Quinn M. Dittrich, Enterprise Fund Controller
DATE: May 15, 2025
RE: FY2026 Notice of Public Hearing Requested Water and Wastewater Operating Advertisement

Attached please find a copy of the required advertisement that will be placed in the newspapers for the Notice of Public Hearing for the FY2026 Requested Water and Wastewater Service Area's Operating Budgets. The meeting will be held at the Government Center.

If you wish to speak or attend in person, we encourage you to pre-register by calling the County Administration office at 410-632-1194. Speakers will be allowed to address the County Commissioners for up to two (2) minutes. Written comment may also be submitted in advance by email at wchearing@co.worcester.md.us or in writing received on or before 4:00 PM Eastern Standard Time on Monday, June 16, 2025 in the County Commissioners' Office at Room 1103 Government Center, One West Market Street, Snow Hill, MD 21863. Written comments received will be posted on the County website. Anyone not planning to speak may view the public hearing live on the County website at <https://worcestercountymd.swagit.com/live>. The Public Hearing will be held at:

10:30 A.M., Tuesday, June 17, 2025
WORCESTER COUNTY GOVERNMENT CENTER, SNOW HILL, MD

The advertisement for the Notice of Public Hearing FY2026 Requested Enterprise Funds Operating Budget is legally required to run at least once a week for two weeks. It will be advertised during the weeks of May 29 and June 5, 2025.

Notice of Public Hearing
Worcester County Water and Wastewater Enterprise Fund
FY 2026 Requested Budgets and Assessments

BWS 3

The Worcester County Commissioners will conduct a public hearing to receive comments on the proposed operating budgets, assessments, user charges and other charges for each of the 11 sanitary service areas operated by the Worcester County Department of Public Works, Water & Wastewater Division. If you wish to speak or attend in person, we encourage you to pre-register by calling the County Administration office at 410-632-1194. Speakers will be allowed to address the County Commissioners for up to two (2) minutes. Public Comment may also be submitted in advance by email at wchearing@co.worcester.md.us on or before 4:00 PM Eastern Standard Time on Monday, June 16, 2025. Anyone not planning to speak may view the public hearing live on the County website at <https://worcestercountymd.swagit.com/live>. The Public Hearing will be held at:

Tuesday, June 17, 2025 at 10:30 A.M.
in the County Commissioners' Meeting Room
Room 1101 Government Center, One West Market Street
Snow Hill, Maryland 21863

Copies of the proposed operating budgets for the 11 sanitary service areas are available for public inspection in the County Commissioners' Office in Room 1103 of the County Government Center in Snow Hill and online at www.co.worcester.md.us.

<u>Water and Wastewater Estimated Revenues</u>	
Charges for Services	\$18,752,099
Interest & Penalties	\$225,500
Operating Grant	\$631,500
Other Revenue	\$833,814
Transfers In	\$1,248,404
<u>Total Estimated Revenues</u>	<u>\$21,691,317</u>

<u>Water and Wastewater Requested Expenses</u>	
Personnel Services	\$7,378,490
Supplies & Materials	\$2,184,177
Maintenance & Services	\$8,241,816
Other Charges	\$323,650
Capital Equipment	\$3,563,184
<u>Total Requested Expenses</u>	<u>\$21,691,317</u>

The 11 sanitary service areas and proposed changes to the user charges are as follows:

BWS 3

<u>Assateague Pointe</u>		
Estimated Revenues and Requested Expenses		
\$662,102		
<u>Rates</u>		
	FY 26 Requested	FY 25 Adopted
Trailer Park Water & Sewer Flat Fee (110/gpd)	\$181.50	\$117.00
Domestic Sewer Flat Fee	\$309.38 per EDU	\$179.00
Commercial Sewer Only Flat Fee (110/gpd)	\$136.13	\$89.50
Grinder Pump Surcharge	\$0.00	\$50.00
Accessibility Fee	\$191.25 per EDU	\$0.00
Debt Service	\$0.00	\$162.50

<u>Briddletown</u>		
Estimated Revenues and Requested Expenses		
\$75,216		
<u>Rates</u>		
	FY 26 Requested	FY 25 Adopted
Domestic Water Flat Fee	\$90 per EDU	\$73 per EDU
Commercial Water Base Fee	\$50 per EDU	Tiered
Water Usage Fee	\$11/1,000 gallons	Tiered
Irrigation Fee	\$100.00	\$69.00
Pool Fee	\$100.00	\$32.00
Accessibility Fee	\$42.50 per EDU	\$0.00

<u>Edgewater Acres</u>		
Estimated Revenues and Requested Expenses		
\$432,254		
<u>Rates</u>		
	FY 26 Requested	FY 25 Adopted
Domestic Water Base Fee	\$40 per EDU	\$31.20 per EDU
Water and Sewer Usage Fee	\$8-15/1,000 gallons	\$8-15/1,000 gallons
Domestic Water Flat Fee	\$220.00	\$121.00
Domestic Sewer Flat Fee	\$190.00	\$184.40
Front Foot Assessment	\$0.02 / linear foot	\$0.02 / linear foot
Accessibility Fee	\$119 per EDU	\$0.00

<u>Landings</u>		
Estimated Revenues and Requested Expenses		
\$956,990		
<u>Rates</u>		
	FY 26 Requested	FY 25 Adopted
Domestic Water & Sewer Base Fee	\$360 per EDU	\$318.50 per EDU
Commercial Water & Sewer Base Fee	\$360 per EDU	Tiered
Water and Sewer Usage Fee	\$5-15/1,000 gallons	Tiered
Lewis Road Water Base Fee	\$60 per EDU	\$50 per EDU
Accessibility Fee	\$306 per EDU	\$307 per EDU

<u>Lighthouse Sound</u>		
Estimated Revenues and Requested Expenses		
\$132,805		
<u>Rates</u>		
	FY 26 Requested	FY 25 Adopted
Domestic Sewer Flat Fee	\$276.38 per EDU	\$242 per EDU
Accessibility Fee	\$163.20 per EDU	\$114 per EDU

<u>Mystic Harbour</u>		
Estimated Revenues and Requested Expenses		
\$3,272,833		
<u>Rates</u>		
	FY 26 Requested	FY 25 Adopted
Domestic Water & Sewer Base Fee	\$300 per EDU	\$243 per EDU
Commercial Water & Sewer Base Fee	\$300 per EDU	Tiered
Water Flat Fee	\$75.00	\$60.75
Sewer Flat Fee	\$309.38	\$212.66
Water and Sewer Usage Fee	\$5-15/1,000 gallons	Tiered
Accessibility Fee	\$255 per EDU	\$0.00
Sewer EDU Debt Service	\$66 per EDU	\$66 per EDU

<u>Newark</u>		
Estimated Revenues and Requested Expenses		
		\$406,657
<u>Rates</u>		
	FY26 Requested	FY25 Adopted
Domestic Water & Sewer Base Fee	\$280 per EDU	\$240 per EDU
Water and Sewer Usage Fee	\$5-15/1,000 gallons	\$7-14/1,000 gallons >3,000 gallons
Domestic Sewer Flat Fee	\$294.38	\$0.00
Commercial Water & Sewer Base Fee	\$280 per EDU	\$301 per EDU
Accessibility Fee	\$238 per EDU	\$0.00
Water EDU Debt Service	\$27 per EDU	\$27 per EDU
Sewer EDU Debt Service	\$55 per EDU	\$55 per EDU

<u>Ocean Pines</u>		
Estimated Revenues and Requested Expenses		
		\$10,273,846
<u>Rates</u>		
	FY26 Requested	FY25 Adopted
Domestic Water & Sewer Base Fee	\$209 per EDU	\$207 per EDU
Water and Sewer Usage Fee	\$5-15/1,000 gallons	Tiered
White Horse Park Flat Fee	\$160 per lot	\$160 per lot
Sewer Flat Fee	\$241.13	\$186.75
Commercial Water & Sewer Fee	\$209 per EDU	Tiered
Accessibility Fee	\$177.65 per EDU	\$0.00
Sewer EDU Debt Service	\$36 per EDU	\$36 per EDU

<u>Riddle Farm</u>		
Estimated Revenues and Requested Expenses		
		\$2,616,132
<u>Rates</u>		
	FY26 Requested	FY25 Adopted
Domestic Water & Sewer Fee	\$350 per EDU	\$288 per EDU
Commercial Water & Sewer Fee	\$350 per EDU	Tiered
Water and Sewer Usage Fee	\$5-15/1,000 gallons	Tiered
Accessibility Fee	\$297.50 per EDU	\$150 per EDU
Sewer EDU Debt Service	\$9 per EDU	\$9 per EDU

<u>River Run</u>		
Estimated Revenues and Requested Expenses		
		\$424,381
<u>Rates</u>		
	FY26 Requested	FY25 Adopted
Domestic Water Base Fee	\$73.15 per EDU	\$71 per EDU
Sewer Flat Fee	\$254.38	\$192.00
Water Usage Fee	\$1.25-3.75/1,000 gallons	Tiered
Accessibility Fee	\$206.68 per EDU	\$0.00

<u>West Ocean City</u>		
Estimated Revenues and Requested Expenses		
		\$2,438,101
<u>Rates</u>		
	FY26 Requested	FY25 Adopted
Sewer Flat Fee	\$139.38 per EDU	\$0.00
Domestic Fixture Fee	\$0.00	\$10.50
Commercial Fixture Fee	\$0.00	\$14.25
Pool Flat Fee	\$0.00	\$25.00
Accessibility Fee	\$46.75 per EDU	\$0.00

MEMORANDUM

TO: Worcester County Commissioners
 FROM: Kim Reynolds, Budget Officer *Kim Reynolds*
 DATE: May 15, 2025
 SUBJECT: Budget Work Session Summary as of May 13, 2025

The adjustments at the May 13th Budget Work Session for FY2026 are summarized in the table below. Revenues total \$288,730,807 and the FY2026 expenditures total \$282,421,126. After the FY2026 Budget Work Session Adjustments, the budget is at a surplus of \$6,309,681.

May 13th work session adjustments

	FY26 Department Requested Totals	FY26 Committee Review Totals	FY26 Proposed Budget Adjustments as of 5/13/25	FY26 Proposed Budget Revenue & Expenditure Totals
Revenues	\$284,574,909	\$288,730,807	\$288,730,807	\$288,730,807
Expenditures:	\$286,835,734	\$287,562,251	\$287,562,251	\$282,421,126
Personnel Salaries & Benefits			(\$1,616,490)	
Board of Education			(\$3,633,301)	
Non-Profit Grants			(\$321,572)	
Change in Reserve			(\$835,657)	
Water Wastewater Grant & Loan			\$1,265,895	
Surplus/(Deficit)	(\$2,260,825)	\$1,168,556	\$6,309,681	\$6,309,681

Please do not hesitate to call with any questions or concerns.

Attachments: FY2026 Board of Education Revised Summary Report – Page 2
 FY2026 Proposed Budget Revenue Report – Page 3
 FY2026 Proposed Budget Expenditure Report – Pages 4-5

BWS 4

Summary of BOE FY26 Requested and Revised Increases / (Decreases)

		BOE Requested FY26 Increases / (Decreases)	Budget Work Session Adjustments	Revised FY26 Increases / (Decreases)
Administration	Salaries and Wages	268,234		268,234
	Contracted Services	31,650		31,650
	Supplies and Materials	29,768	(7,500)	22,268
	Other Charges	71,209	(10,303)	60,906
	Land, Buildings, and Equipment	(2)		(2)
Instructional Support Services	Salaries and Wages	429,817	(33,000)	396,817
	Contracted Services	937		937
	Supplies and Materials	123,652	(53,405)	70,247
	Other Charges	6,350		6,350
Instructional Salaries	Salaries and Wages	4,700,691	(678,794)	4,021,897
Textbooks and Supplies	Supplies and Materials	1,213,390	(494,933)	718,457
Other Instructional Costs	Contracted Services	(3,018)	(7,550)	(10,568)
	Other Charges	(38,755)		(38,755)
	Land, Buildings, and Equipment	28,605		28,605
	Transfers	35,000		35,000
Special Education	Salaries and Wages	874,322	(132,212)	742,110
	Contracted Services	1,700		1,700
	Supplies and Materials	38,600	(33,600)	5,000
	Other Charges	48,189		48,189
Student Personnel Services	Salaries and Wages	16,611		16,611
	Contracted Services	1,500		1,500
	Supplies and Materials	1,110		1,110
	Other Charges	1,867		1,867
Health Services	Salaries and Wages	224,702		224,702
	Contracted Services	5,748		5,748
	Supplies and Materials	31,847		31,847
	Other Charges	500		500
Student Transportation	Salaries and Wages	10,125		10,125
	Contracted Services	337,822	(232,484)	105,338
	Supplies and Materials	28,025		28,025
	Other Charges	15,939		15,939
Operation of Plant	Salaries and Wages	133,402		133,402
	Contracted Services	9,900		9,900
	Supplies and Materials	119,000		119,000
	Other Charges	(198,262)		(198,262)
Maintenance of Plant	Salaries and Wages	(55,221)		(55,221)
	Contracted Services	37,176		37,176
	Supplies and Materials	(36,500)		(36,500)
	Other Charges	1,000		1,000
	Land, Buildings, and Equipment	(18,000)		(18,000)
Fixed Charges	Other Charges	3,215,325	(868,978)	2,346,347
Capital Planning	Salaries and Wages	(10,717)		(10,717)
Category Based on Cert Staff	Salaries and Wages		(1,628,000)	(1,628,000)
	Fixed Charges		(124,542)	(124,542)
Other Requests	Retirement Expenses	111,233		111,233
	County Share of Teacher Pension		672,312	672,312
	Nonrecurring Software	42,098		42,098
	Nonrecurring School Construction*	120,000		120,000
*paid with assigned funds				
Total		12,006,569	(3,632,989)	8,373,580

Donnie Williams to Restricted (200,000)

Revised Increase to Unrestricted Budget and Other Requests 8,173,580

State and Other Revenue Increases 1,516,297

County Increase 6,657,283

BOE OPEB included in County Budget 758,013

County Increase with all BOE OPEB 7,415,296

Worcester County

Revenue Annual Budget by Account Classification Report

	2026 Proposed Budget as of 5/13/25	2026 Department Requested	Variance FY26 Proposed vs FY26 Dept Requested	2025 Adopted Budget	Variance FY26 Proposed Budget vs FY25 Adopted
Fund: 100 General Fund					
PROP TAX - Property Taxes	193,153,535	192,047,762	1,105,773	174,036,523	19,117,012
INC TAX - Income Tax	53,000,000	53,000,000	-	47,000,000	6,000,000
OTHER TAX - Other Taxes	18,310,000	18,310,000	-	16,910,000	1,400,000
ST SHRD - State Shared	3,525,791	3,525,791	-	3,571,155	(45,364)
FRNCH - Franchise Fees	23,000	23,000	-	22,690	310
LOSS DSP ASTS - Gain/Loss on Disposal of Assets	125,000	125,000	-	125,000	-
LIC/PRMT - Licenses and Permits	2,864,115	2,864,115	-	2,768,190	95,925
CHG SVC - Charges for Services	2,673,454	2,673,454	-	1,927,478	745,976
INT/PEN - Interest & Penalties	5,000,000	5,000,000	-	6,000,000	(1,000,000)
FINES - Fines & Forfeitures	31,000	31,000	-	31,000	-
MISC - Miscellaneous	610,557	610,557	-	456,533	154,024
INTGOV FED - Intergovernmental - Federal Revenues	374,013	374,013	-	1,333,099	(959,086)
INTGOV ST - Intergovernmental - State Revenues	4,747,382	4,786,747	(39,365)	5,470,574	(723,192)
TRNS IN - Transfers In	4,292,960	1,203,470	3,089,490	2,265,375	2,027,585
General Fund Total Revenues:	288,730,807	284,574,909	4,155,898	261,917,617	26,813,190

Worcester County
Expense Annual Budget by Organization Report

	FY26 Proposed Budget as of 5/13/25	FY26 Department Requested	Variance FY26 Proposed vs FY26 Dept Requested	FY25 Adopted Budget	Variance FY26 Proposed Budget vs FY25 Adopted
Fund: 100 General Fund					
100.1001 - General Fund,County Commissioners	2,045,666	2,050,614	(4,948)	1,860,304	185,362
100.1002 - General Fund,Circuit Court	2,297,669	2,313,737	(16,068)	2,269,479	28,190
100.1003 - General Fund,Orphan's Court	82,260	80,199	2,061	80,400	1,860
100.1004 - General Fund,State's Attorney	4,560,734	4,609,821	(49,087)	4,755,174	(194,440)
100.1005 - General Fund,Treasurer's Office	1,918,115	1,946,020	(27,905)	1,881,992	36,123
100.1006 - General Fund,Elections Office	1,607,369	1,607,132	237	1,498,980	108,389
100.1007 - General Fund,Human Resources	918,486	838,243	80,243	785,175	133,311
100.1008 - General Fund,Development, Review & Permits	3,259,279	3,300,568	(41,289)	3,142,138	117,141
100.1010 - General Fund,Environmental Programs	2,910,400	2,933,319	(22,919)	2,779,364	131,036
100.1011 - General Fund,Information Technology	1,705,810	1,708,149	(2,339)	1,625,808	80,002
100.1090 - General Fund,Other General Government	6,338,740	6,292,540	46,200	4,543,099	1,795,641
100.1101 - General Fund,Sheriff's Office	20,255,991	20,385,451	(129,460)	17,280,865	2,975,126
100.1102 - General Fund,Emergency Services	6,023,079	5,865,456	157,623	4,540,821	1,482,258
100.1103 - General Fund,Jail	15,772,776	15,798,670	(25,894)	14,240,569	1,532,207
100.1104 - General Fund,Fire Marshal	1,460,567	1,469,304	(8,737)	1,471,659	(11,092)
100.1105 - General Fund,Volunteer Fire Departments	13,731,465	13,720,627	10,838	12,189,916	1,541,549
100.1201 - General Fund,Maintenance	3,004,706	3,051,085	(46,379)	2,415,454	589,252
100.1202 - General Fund,Roads	7,590,198	7,557,795	32,403	5,836,195	1,754,003
100.1203 - General Fund,Public Works	1,499,110	1,496,863	2,247	1,310,022	189,088
100.1204 - General Fund,Boat Landings	406,513	406,513	-	54,438	352,075
100.1205 - General Fund,Homeowner Convenience Centers	972,036	968,561	3,475	983,063	(11,027)
100.1206 - General Fund,Recycling	1,237,370	1,250,950	(13,580)	1,225,532	11,838
100.1301 - General Fund,Health Department	11,995,585	12,581,419	(585,834)	11,716,307	279,278
100.1302 - General Fund,Mosquito Control	294,692	296,482	(1,790)	227,581	67,111
100.1401 - General Fund,Commission on Aging	1,984,939	2,067,837	(82,898)	1,776,305	208,634
100.1402 - General Fund,Other Social Services	646,368	967,940	(321,572)	636,627	9,741
100.1502 - General Fund,WOR-WIC Community College	2,707,168	2,707,168	-	2,618,000	89,168
100.1505 - General Fund,Board of Education	122,349,697	126,182,686	(3,832,989)	115,054,401	7,295,296
100.1601 - General Fund,Recreation Department	3,315,779	3,334,288	(18,509)	2,833,908	481,871

<p style="text-align: center;">Worcester County</p> <p style="text-align: center;">Expense Annual Budget by Organization Report</p>					
	FY26 Proposed Budget as of 5/13/25	FY26 Department Requested	Variance FY26 Proposed vs FY26 Dept Requested	FY25 Adopted Budget	Variance FY26 Proposed Budget vs FY25 Adopted
100.1602 - General Fund,Parks Department	1,739,169	1,757,866	(18,697)	2,524,327	(785,158)
100.1603 - General Fund,Libraries	4,794,069	4,805,729	(11,660)	4,286,416	507,653
100.1604 - General Fund,Other Recreation & Culture	95,000	95,001	(1)	80,000	15,000
100.1701 - General Fund,Extension Service	282,741	282,741	-	267,494	15,247
100.1702 - General Fund,Other Natural Resources	615,800	615,800	-	625,935	(10,135)
100.1801 - General Fund,Economic Development	631,550	633,606	(2,056)	592,450	39,100
100.1803 - General Fund,Tourism	1,711,229	1,723,039	(11,810)	1,643,062	68,167
100.1901 - General Fund,Taxes Shared with Towns	4,068,096	4,068,096	-	3,630,114	437,982
100.1902 - General Fund,Grants to Towns	8,627,048	8,627,048	-	6,617,628	2,009,420
100.1975 - General Fund,Debt Service	10,080,635	10,080,635	-	10,077,454	3,181
100.1985 - General Fund,Interfund	6,883,222	6,356,736	526,486	9,939,161	(3,055,939)
Fund Total: General Fund	282,421,126	286,835,734	(4,414,608)	261,917,617	20,503,509

Worcester County

FY2026 Budget Request by Category

	2026 Committee Review	Committee Adjustments	Overall FY26 Committee Variance \$ vs FY25 Adopted	Overall FY26 Committe Variance %	2026 Department Requested	2025 Adopted Budget	2024 Actual Amount	2023 Actual Amount
Department: 1902 Grants to Towns								
SUPP & MAT - Supplies & Materials	\$150,000.00	\$0.00	\$150,000.00		\$150,000.00	\$0.00	\$0.00	\$0.00
OTHR CHGS - Other Charges	\$8,477,048.00	\$0.00	\$1,859,420.00	31%	\$8,477,048.00	\$6,617,628.00	\$6,367,416.00	\$6,440,060.00
Department Total: Grants to Towns	\$8,627,048.00	\$0.00	\$2,009,420.00	30%	\$8,627,048.00	\$6,617,628.00	\$6,367,416.00	\$6,440,060.00

Worcester County		FY2026 Budget Worksheet Report							
Account Number	Account Description	2026 Committee Review	Committee Adjustments	2026 Department Requested	\$ Variance FY26 Committee vs FY25 Adopted	2025 Adopted Budget	2024 Actual Amount	Department Requested Comments	Committee Review Comments
EXPENSES									
Department: 1902 - Grants to Towns									
Location: 100 - Town of Pocomoke									
<i>OTHR CHGS - Other Charges</i>									
7100.153	County Grants Restricted Fire Grant	72,000.00	0.00	72,000.00	(19,000.00)	91,000.00	75,000.00	Decrease based on Calendar Year 2024 out of town responses.	
7100.193	County Grants Unrestricted to Town	617,125.00	0.00	617,125.00	68,808.00	548,317.00	465,000.00	Requested increase in unrestricted grant to Pocomoke	
<i>Account Total: OTHR CHGS - Other Charges</i>		\$689,125.00	\$0.00	\$689,125.00	\$49,808.00	\$639,317.00	\$540,000.00		
Location Total: 100 - Town of Pocomoke		\$689,125.00	\$0.00	\$689,125.00	\$49,808.00	\$639,317.00	\$540,000.00		
Location: 110 - Town of Berlin									
<i>OTHR CHGS - Other Charges</i>									
7100.153	County Grants Restricted Fire Grant	221,000.00	0.00	221,000.00	0.00	221,000.00	223,000.00	Based on Calendar Year 2024 out of town responses.	
7100.193	County Grants Unrestricted to Town	687,500.00	0.00	687,500.00	187,500.00	500,000.00	465,000.00	Requested increase in unrestricted grant funds & request for site work match for Flower St. Community Center.	
<i>Account Total: OTHR CHGS - Other Charges</i>		\$908,500.00	\$0.00	\$908,500.00	\$187,500.00	\$721,000.00	\$688,000.00		
Location Total: 110 - Town of Berlin		\$908,500.00	\$0.00	\$908,500.00	\$187,500.00	\$721,000.00	\$688,000.00		
Location: 120 - Town of Snow Hill									
<i>OTHR CHGS - Other Charges</i>									
7100.153	County Grants Restricted Fire Grant	83,000.00	0.00	83,000.00	8,000.00	75,000.00	97,000.00	Increase based on Calendar Year 2024 out of town responses.	
7100.193	County Grants Unrestricted to Town	1,055,123.00	0.00	1,055,123.00	256,806.00	798,317.00	799,959.00	Increase requests to fund: Bank St Project, Sidewalks to Schools, Byrd Park Stormwater maintenance & replace basketball courts.	
<i>Account Total: OTHR CHGS - Other Charges</i>		\$1,138,123.00	\$0.00	\$1,138,123.00	\$264,806.00	\$873,317.00	\$896,959.00		
Location Total: 120 - Town of Snow Hill		\$1,138,123.00	\$0.00	\$1,138,123.00	\$264,806.00	\$873,317.00	\$896,959.00		
Location: 130 - Town of Ocean City									
<i>OTHR CHGS - Other Charges</i>									
7100.153	County Grants Restricted Fire Grant	208,000.00	0.00	208,000.00	(19,000.00)	227,000.00	195,000.00	Decrease based on Calendar Year 2024 out of town responses.	
7100.192	County Grants Tourism to Town	50,000.00	0.00	50,000.00	0.00	50,000.00	50,000.00	Convention Bureau Request	
7100.193	County Grants Unrestricted to Town	4,672,300.00	0.00	4,672,300.00	1,186,306.00	3,485,994.00	3,386,457.00	Requested increase in unrestricted grant, request for increase in public safety police force and vehicle increase (50% of cost)	
<i>Account Total: OTHR CHGS - Other Charges</i>		\$4,930,300.00	\$0.00	\$4,930,300.00	\$1,167,306.00	\$3,762,994.00	\$3,631,457.00		
Location Total: 130 - Town of Ocean City		\$4,930,300.00	\$0.00	\$4,930,300.00	\$1,167,306.00	\$3,762,994.00	\$3,631,457.00		

Worcester County		FY2026 Budget Worksheet Report							
Account Number	Account Description	2026 Committee Review	Committee Adjustments	2026 Department Requested	\$ Variance FY26 Committee vs FY25 Adopted	2025 Adopted Budget	2024 Actual Amount	Department Requested Comments	Committee Review Comments
Location: 190 - Ocean Pines Association									
SUPP & MAT - Supplies & Materials									
6160.043	Grant Programs Other Grants	150,000.00	0.00	150,000.00	150,000.00	0.00	0.00	Request for Roads & Bridge Repairs	
Account Total: SUPP & MAT - Supplies & Materials		\$150,000.00	\$0.00	\$150,000.00	\$150,000.00	\$0.00	\$0.00		
OTHR CHGS - Other Charges									
7100.028	County Grants OPA Recreation Conditional Grant	40,000.00	0.00	40,000.00	20,000.00	20,000.00	0.00	Requested increase in Recreation & Parks Grant	
7100.065	County Grants Grants to Towns for Police	725,000.00	0.00	725,000.00	175,000.00	550,000.00	550,000.00	Increase request for Public Safety - Police needs	
7100.153	County Grants Restricted Fire Grant	46,000.00	0.00	46,000.00	(5,000.00)	51,000.00	61,000.00	Decrease based on Calendar Year 2024 out of town responses.	
Account Total: OTHR CHGS - Other Charges		\$811,000.00	\$0.00	\$811,000.00	\$190,000.00	\$621,000.00	\$611,000.00		
Location Total: 190 - Ocean Pines Association		\$961,000.00	\$0.00	\$961,000.00	\$340,000.00	\$621,000.00	\$611,000.00		
Expense Total: 1902 - Grants to Towns		\$8,627,048.00	\$0.00	\$8,627,048.00	\$2,009,420.00	\$6,617,628.00	\$6,367,416.00		

GRANTS TO TOWNS - FY2026
Request - Pocomoke City

	Pocomoke City FY25 Approved	Pocomoke City FY26 Request
<u>COUNTY GRANTS TO TOWNS</u>		
Unrestricted Grant	500,000	500,000
Unrestricted Grant Increase Requested		67,787
Infrastructure Grant	48,317	49,338
Restricted Fire Grant	91,000	72,000
	639,317	689,125
(1) Ambulance Grant- Vol Fire Co ***Included in 1105 Budget	1,017,957	1,144,479
Supplemental Cnty Grant EMS to provide level fund		-
* Cnty Grant Vol. Fire Dept - based on code	266,650	298,804
Volunteer Fire Grant Supplement for Cancer Screenings/Physicals		3,120
Sub-Total County Grants & Debt	1,923,924	2,135,528
Tourism Marketing On-Behalf	4,500	4,500
<u>SHARED REVENUES</u>		
* Income Tax	332,548	374,782
* Liquor License Distribution	9,375	9,375
	341,923	384,157
<u>STATE AID PASS THRU</u>		
* Fire Co. Aid-State Pass Thru Vol Fire-est	32,085	32,035
* Fire Co. Aid-State Pass Thru Towns-est	617	159
TOTAL	\$ 2,303,049	\$ 2,556,379

* Mandated by State or County Code

(1) Ambulance Grant calculated FY2026 rates based on CY2024 runs

GRANTS TO TOWNS - FY2026

Request - Berlin

	Berlin FY25 Approved	Berlin FY26 Request
<u>COUNTY GRANTS TO TOWNS</u>		
Unrestricted Grant	500,000	500,000
Unrestricted Grant Increase Requested		37,500
Flower Street Community Center - Site work match	-	150,000
Restricted Fire Grant	221,000	221,000
	721,000	908,500
* Cnty Grant Vol. Fire Dept	266,650	298,804
Volunteer Fire Grant Supplement for Cancer Screenings/Physicals		3,120
(1) Ambulance Grant- Vol Fire Co ***Included in 1105 Budget	1,197,215	1,309,919
Supplemental Cnty Grant EMS to provide level fund		-
	1,463,865	1,611,843
Sub-Total County Grants & Debt	2,184,865	2,520,343
Tourism Marketing On-Behalf	4,500	4,500
<u>SHARED REVENUES</u>		
* Income Tax	652,548	735,422
* Liquor License Distribution	23,000	29,150
	675,548	764,572
<u>STATE AID PASS THRU</u>		
* Fire Co. Aid-State Pass Thru Vol Fire-est	32,085	32,035
* Fire Co. Aid-State Pass Thru Towns-est	11,500	4,175
TOTAL	\$ 2,908,498	\$ 3,325,625

* Mandated by State or County Code

(1) Ambulance Grant calculated FY2026 rates based on CY2024 runs

GRANTS TO TOWNS - FY2026
Request - Snow Hill

	Snow Hill <u>FY25 Approved</u>	Snow Hill <u>FY26 Request</u>
<u>COUNTY GRANTS TO TOWNS</u>		
Unrestricted Grant	500,000	500,000
Other Grants - in lieu	200,000	200,000
Other Grants - in lieu Bikeways	50,000	50,000
Bank Street Project - Stormwater mgmt expenses		72,000
Sidewalks to Schools		12,600
Byrd Park - Stormwater maintenance & construction		104,667
Byrd Park - Replace basketball courts		66,518
Infrastrure Grant	48,317	49,338
Restricted Fire Grant	75,000	83,000
	873,317	1,138,123
* Cnty Grant Vol. Fire Dept	266,650	298,804
(1) Volunteer Fire Grant Supplement for Cancer Screenings/Physicals		3,120
(2) Ambulance Grant- Vol Fire Co ***Included in 1105 Budget	903,312	1,007,236
Supplemental Cnty Grant EMS to provide level fund		
	1,169,962	1,309,160
Sub-Total County Grants & Debt	2,043,279	2,447,283
Tourism Marketing On-Behalf	4,500	4,500
<u>SHARED REVENUES</u>		
Income Tax	207,058	233,354
* Liquor License Distribution	8,000	9,563
	215,058	242,917
<u>STATE AID PASS THRU</u>		
* Fire Co. Aid-State Pass Thru Vol Fire-est	32,085	32,035
* Fire Co. Aid-State Pass Thru Towns-est	2,200	754
TOTAL	\$ 2,297,122	\$ 2,727,489

* Mandated by State or County Code

(1) Fire Grant supplement approved from General Fund FY14-FY24

(2) Ambulance Grant calculated FY2026 rates based on CY2024 runs

GRANTS TO TOWNS - FY2026
Request - Ocean City

BWS 5

	Ocean City FY25 Approved	Ocean City FY26 Request
<u>COUNTY GRANTS TO TOWNS</u>		
Ocean City Unrestricted Grant	2,748,494	2,748,494
Unrestricted Grant Increase Requested		79,706
Convention Bureau	50,000	50,000
Recreation Grant	100,000	100,000
Tourism Marketing	400,000	400,000
Other Grants - Park & Ride	80,000	80,000
Public Safety - Increase Police Force & Vehicles (50% cost)	-	1,139,100
Public Safety - OC Bomb Squad digital X-ray system (50% cost)	32,500	-
Downtown Redevelopment	125,000	125,000
Restricted Fire Grant	227,000	208,000
	3,762,994	4,930,300
Ocean City MOU Additional Request	-	-
Sub-Total	3,762,994	4,930,300
(1) Ambulance Grant ***Included in 1105 budget	2,430,841	2,464,346
(1) EMS Services to WOC	823,794	1,247,495
Supplemental Cnty Grant EMS to provide level fund		-
* Cnty Grant Vol. Fire Dept-General Fund Bgt	266,650	298,804
Volunteer Fire Grant Supplement for Cancer Screenings/Physicals		3,120
<u>DEBT SERVICE FOR BENEFIT OF OCEAN CITY</u>		
Beach Maintenance-DNR Fund	490,000	490,000
	4,011,285	4,503,765
Sub-Total County Grants & Debt	7,774,279	9,434,065
Tourism Marketing On-Behalf	270,000	270,000
<u>SHARED REVENUES</u>		
* Income Tax	2,070,585	2,333,550
* Bingo License Receipts	2,000	2,900
* Liquor License Distribution	325,000	340,000
	2,397,585	2,676,450
<u>STATE AID PASS THRU</u>		
* Fire Co. Aid-State Pass Thru Vol Fire-est	32,085	32,035
* Fire Co. Aid-State Pass Thru Towns-est	34,833	43,566
TOTAL	\$ 10,508,782	\$ 12,456,116

* Mandated by State or County Code

(1) Ambulance Grant calculated FY2026 rates based on CY2024 runs

GRANTS TO TOWNS - FY2026
Request - Ocean Pines Association

	Ocean Pines FY25 Approved	Ocean Pines FY26 Request
<u>COUNTY GRANTS TO TOWNS</u>		
** County Street Grants By Agreement	195,866	223,071
Infrastructure - Roads & Bridge Repairs		150,000
Recreation & Parks Grant	20,000	40,000
Tourism		
Police Aid	550,000	725,000
Restricted Fire Grant	51,000	46,000
	816,866	1,184,071
* Cnty Grant Vol. Fire Dept	266,650	298,804
Volunteer Fire Grant Supplement for Cancer Screenings/Physicals		3,120
(1) Ambulance Grant- Vol Fire Co ***Included in 1105 Budget	870,124	952,200
Supplement to provide level funding		-
	1,136,774	1,254,124
Sub-Total County Grants & Debt	1,953,640	2,438,195
<u>STATE AID PASS THRU</u>		
* Fire Co. Aid-State Pass Thru Vol Fire-est	32,085	32,035
TOTAL	\$ 1,985,725	\$ 2,470,230

** In Roads Dept Budget

* Mandated by State or County Code

(1) Ambulance Grant calculated FY2026 rates based on CY2024 runs

FY2026 Grants to Towns Requested

		Grant	In lieu taxes	Unrestricted Increase	Flower St Community Center	Bank St Project	Byrd Park Stormwater & Basketball	Sidewalks to Schools	Public Safety Increase Police & Vehicles	Park N Ride	DownTown Redevelop.	Table Games 10%	Roads & bridges	Street/Road Grant OP Agreement	Police Grant	Restricted Fire Grant	Convention Bureau	Recreation	Tourism	Total
		7100.193	7100.193	7100.193								7100.193		1202.6600.010	7100.065	7100.153	7100.192	7100.028	7100.029	
Pocomoke	100.1902.100	\$ 500,000		\$ 67,787								\$ 49,338				\$ 72,000				\$ 689,125
Berlin	100.1902.110	\$ 500,000		\$ 37,500	\$ 150,000											\$ 221,000				\$ 908,500
Snow Hill	100.1902.120	\$ 500,000	\$ 250,000			\$ 72,000	\$ 171,185	\$ 12,600				\$ 49,338				\$ 83,000				\$ 1,138,123
Ocean City	100.1902.130	\$ 2,748,494		\$79,706					\$ 1,139,100	\$ 80,000	\$ 125,000					\$ 208,000	\$ 50,000	\$ 100,000	\$ 400,000	\$ 4,930,300
Ocean Pines Assoc.	100.1902.190												\$ 150,000	\$ 223,071	\$ 725,000	\$ 46,000		\$ 40,000		\$ 1,184,071
TOTAL	TOTALS	\$ 4,248,494	\$ 250,000	\$ 184,993	\$ 150,000	\$ 72,000	\$ 171,185	\$ 12,600	\$ 1,139,100	\$ 80,000	\$ 125,000	\$ 98,676	\$ 150,000	\$ 223,071	\$ 725,000	\$ 630,000	\$ 50,000	\$ 140,000	\$ 400,000	\$ 8,850,119

FY2025 Grants to Towns Approved

		Grant	In lieu taxes	Unrestricted Increase	Public Safety OC Bomb Squad X-Ray	Park N Ride	DownTown Redevelop.	Table Games 10%	Street/Road Grant OP Agreement	Police Grant	Restricted Fire Grant	Convention Bureau	Recreation	Tourism	Total
		7100.193	7100.193	7100.193				7100.193	1202.6600.010	7100.065	7100.153	7100.192	7100.028	7100.029	
Pocomoke	100.1902.100	\$ 465,000		\$ 35,000				\$ 48,317			\$ 91,000				\$ 639,317
Berlin	100.1902.110	\$ 465,000		\$ 35,000							\$ 221,000				\$ 721,000
Snow Hill	100.1902.120	\$ 500,000	\$ 250,000					\$ 48,317			\$ 75,000				\$ 873,317
Ocean City	100.1902.130	\$ 2,681,457		\$67,037	\$32,500	\$ 80,000	\$ 125,000				\$ 227,000	\$ 50,000	\$ 100,000	\$ 400,000	\$ 3,762,994
Ocean Pines Assoc.	100.1902.190								\$ 195,866	\$ 550,000	\$ 51,000		\$ 20,000		\$ 816,866
TOTAL	TOTALS	\$ 4,111,457	\$ 250,000	\$ 137,037	\$ 32,500	\$ 80,000	\$ 125,000	\$ 96,634	\$ 195,866	\$ 550,000	\$ 665,000	\$ 50,000	\$ 120,000	\$ 400,000	\$ 6,813,494

Worcester County Sheriff's Office

BWS 6a

Matthew Crisafulli
Sheriff



Nathaniel Passwaters
Chief Deputy

May 19, 2025

To: Worcester County Commissioners

From: Sheriff Matthew Crisafulli

RE: Revision to FY26 Budget Request – Overall reduction \$1,000,603.85

Please accept this memo as formal notice that we have made the following reductions to our FY26 budget request:

- Personnel Services – Salaries and Benefits
Total reduction \$900,603.85
 - Salaries: \$512,811.80
 - Overtime Pay: \$224,000.00
 - Benefits:
 - Hospitalization – \$44,013.00
 - Benefits Retirement – \$80,550.00
 - Social Security Taxes – \$39,229.05
- Supplies & Equipment – Law Enforcement Equipment
Total reduction \$90,000.00
 - Pneumatic Breach Tool - \$40,000.00
 - Forensic Camera - \$50,000.00
- Maintenance & Services – Consulting Services (Psychological Services)
Total reduction \$10,000

These reductions bring our overall FY25 to FY26 requested increase from \$3,104,586.00 down to \$2,103,982.15.

My staff and I remain available to provide any further information or clarification as needed.

Sincerely,

A blue ink signature of Matthew Crisafulli is written over the name and title.

Matthew Crisafulli, Sheriff
Worcester County Sheriff's Office

WCSO FY26 Budget Request Reductions
5/19/2025

1 Personnel Services

Salaries were reduced \$512,811.80 by adjusting the following items:

1. Postpone 2nd of 2 grade adjustments granted to sworn personnel (DEP-SGT) until January 2026
2. The overtime increase request was deleted (savings of \$224,000)
3. One vacant part-time sworn position will not be filled until FY27
4. Lieutenant reclass delayed until January 2026
5. Lieutenant exempt salaries were lowered by \$2,836 each
6. Approved Forensic Tech position will not be filled until January 2026
7. Reduced associated personnel benefits created a savings of \$163,792.05

TOTAL OVERALL PERSONNEL SAVINGS IS \$900,603.85

Originally Proposed	Total Reduction	Revised Proposed
16,790,591.00	900,603.85	15,889,987.15

2 Supplies & Materials - Law Enforcement Equipment (GL account 6110.190)

Pneumatic Breach Tool was removed for a savings of \$40,000

Forensic Camera was removed for a savings of \$50,000

Originally Proposed	Total Reduction	Revised Proposed
1,532,990.00	90,000.00	1,442,990.00

3 Maintenance & Services - Consulting Services Psychological Services (GL account 6530.115)

This line item was reduced from \$65,000 to \$55,000 for a savings of \$10,000

Originally Proposed	Total Reduction	Revised Proposed
825,410.00	10,000.00	815,410.00

Overall Budget

Originally Proposed	Total Reduction	Revised Proposed
20,255,991.00	1,000,603.85	19,255,387.15

TOTAL REDUCTION in FY26 BUDGET REQUEST	1,000,603.85
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Expense Annual Budget by Account Classification Report

	2025 Adopted Budget	2026 Requested as of 3/18/25	2026 Requested as of 5/13/25	Adjustments Submitted 5/19/25	2026 Requested as of 5/19/25
1101 Sheriff's Office					
Expenditures					
PERS SVCS - Personnel Services	13,905,415	16,920,051	16,790,591	(900,604)	15,889,987
SUPP & MAT - Supplies & Materials	1,532,028	1,532,990	1,532,990	(90,000)	1,442,990
MAINT & SVCS - Maintenance & Services	846,922	825,410	825,410	(10,000)	815,410
OTHR CHGS - Other Charges	206,500	245,000	245,000	-	245,000
CAP EQ - Capital Equipment	790,000	862,000	862,000	-	862,000
Expenditure Grand Totals:	17,280,865	20,385,451	20,255,991	(1,000,604)	19,255,387



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 Resource Director
Date: May 14, 2025
Subject: Sheriff's Office Requests for Grade Reclassifications

This request was updated to reflect personnel changes since it was originally submitted and the costs listed below no longer include a COLA increase.

Below is a summary of the Sheriff's personnel requests:

- 1) Reclassify the job series up 2 grades to be more competitive in the labor market.
- 2) Reclassify the Lieutenant Position from classified to non-classified (NC).
- 3) Increase the Captain salary to \$134,228 for 2 employees.
- 4) Increase the Chief Deputy salary to \$140,939 for 1 employee.

NUMBER OF EMPLOYEES	JOB TITLE	CURRENT GRADE	REQUESTED GRADE
22	DEPUTY SHERIFF	20	22
42	DEPUTY FIRST CLASS	21	23
22	CORPORAL	23	25
10	SERGEANT	25	27
6	LIEUTENANT	26	NC \$127,836
2	CAPTAIN	NC \$110,178	NC \$134,228
1	CHIEF DEPUTY	NC \$122,736	NC \$140,939

These requests are to assist in the recruiting and retention of experienced staff as our salaries are not competitive with the local labor market.

This request will impact 105 employees for a total cost of \$949,969.

Thank you for your consideration.

I look forward to discussing this during the budget work session on May 20, 2025.

Attachment



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

TO: County Commissioners
Weston S. Young, Chief Administrative Officer
FROM: Kim Reynolds, Budget Officer *Kim Reynolds*
DATE: May 14, 2025
RE: Proposed Fee Increases for Fiscal Year 2026

Please see attached proposed fee increase requests from several departments for the fiscal year 2026 in the following order:

- Development, Review and Permitting
- Environmental Programs
- Recreation Department

Departments will be available to answer any questions.

Attachments: DRP – FY26 Fee Draft Resolution (pages 2-6)

Environmental Programs – FY26 Memo, Fee Schedule & Draft Resolution (pages 7-14)

Recreation – FY26 Memo, Facility Fee Schedule, Youth Programs & Adult Programs Fee Schedules (pages 15-20)

RESOLUTION NO. 25 - ____**RESOLUTION ESTABLISHING FEES FOR APPLICATIONS PROCESSED BY
THE DEPARTMENT OF DEVELOPMENT REVIEW & PERMITTING**

WHEREAS, the Code of Public Local Laws of Worcester County, Maryland, General Provisions Article and BR 2-212(f) (Electrical Standards - Fees), BR 3-104 (Housing Review Board), TR 2-103(d) (Licensing of coin-operated vending machines - Fees), TR 2-106(c) (Rental License fees), TR 2-201 (Gaming Permits), ZS 1-106 (Zoning Regulations - Fees and expenses), ZS 1-347(k) (Zoning Regulations - Agricultural Reconciliation Board fees) and ZS 2-108 (Subdivision Regulations - Fees), as from time to time amended, provide that the County Commissioners may establish certain fees for processing of applications; and

WHEREAS, the Worcester County Commissioners have adopted or amended said fees by previous resolutions, most recently by Resolution No. 24-11, adopted on June 18, 2024; and

WHEREAS, the County Commissioners have determined it necessary to revise said fees and add fees for various review services provided by County staff.

NOW, THEREFORE, BE IT RESOLVED by the County Commissioners of Worcester County, Maryland that the following fee schedule shall be in effect for the services provided by the Department of Development Review & Permitting:

DEPARTMENT OF DEVELOPMENT REVIEW & PERMITTING
FEE SCHEDULE

I. APPLICATION REVIEW FEES

- A. Zoning Map Amendment: ~~\$650.00~~ 700.00 base fee, plus \$15.00 per acre.
- B. Zoning Text Amendment: \$400.00 per change requested.
- C. Residential Planned Community:
 - 1. Step I: \$1,000.00 base fee, plus \$15.00 per acre over 30 acres.
 - 2. Step II: \$600.00 base fee, plus \$15.00 per acre over 30 acres.
 - 3. Step III: Refer to subdivision and/or site plan review fees.
- D. Subdivision Review:
 - 1. Sketch Plan (optional): No fee.
 - 2. Preliminary Plat: \$350.00 base fee, plus \$15.00 per lot in excess of 5 lots.
 - 3. Final Plat: \$350.00 base fee, plus \$10.00 per lot in excess of 5 lots.
 - 4. Minor Subdivision Plat: \$250.00 flat fee.
 - 5. Recording fee: \$5.00 per sheet.
 - 6. Waiver of ordinance section: \$100.00 per section.
 - 7. Revision ($\leq 25\%$ of site) \$150.00 flat fee, ($> 25\%$ of site) \$150.00, plus \$5.00 per lot.
 - 8. Revalidation or extension of approval: \$150.00 flat fee.
 - 9. Third and subsequent review: \$100.00 flat fee per review.
 - 10. Construction Plan Review:
 - a. Minor subdivision (≤ 5 lots, where required): \$150.00 flat fee.
 - b. Major subdivision (6 to 20 lots): \$150.00 base fee, plus \$10.00 per lot.

- c. Major subdivision (≥ 21 lots): \$150.00 base fee, plus \$15.00 per lot.
 - d. Revisions: 25% of original fee.
- E. Site plan review:
 - 1. Major site plan: \$450.00 base fee, Plus \$35.00 per acre.
 - 2. Minor site plan: \$300.00 flat fee.
 - 3. Administrative Review: \$50.00 flat fee.
 - 4. Revisions: ($\geq 25\%$ of site): \$150.00 flat fee; ($> 25\%$ of site): \$150.00, Plus \$35.00 per acre.
 - 5. Revalidation or extension of approval: \$150.00 flat fee.
 - 6. Waiver of ordinance section: \$100.00 per section.
 - 7. Third and subsequent reviews: \$100.00 flat fee per review.
- F. Board of Zoning Appeals
 - 1. Variance: ~~\$440.00~~ 450.00 flat fee.
 - 2. Special exception: ~~\$440.00~~ 450.00 flat fee.
 - 3. Forestry adjustment, exceptions or payment in lieu: ~~\$440.00~~ 450.00 flat fee.
 - 4. Any other application: ~~\$440.00~~ 450.00 flat fee.
- G. Administrative Adjustment Hearing: \$75.00 flat fee.
- H. Readvertisement fee (if necessary): ~~\$340.00~~ 350.00 flat fee.
- I. Housing Review Board Appeal Fee: \$100.00.
- J. Building Code Appeals Board Application Fee: \$250.00.
- K. F.E.M.A. Variance Application Fee: \$250.00
- L. Agricultural Reconciliation Board Application Fee: \$150.00
- M. Cooperative Campground/Mobile Home Park Review Fee
 - 1. Conversion to Co-op: \$600.00 base fee, plus \$35.00 per acre.
 - 2. Expand or enlarge Co-op: \$450.00 base fee, plus \$35.00 per acre.
 - 3. Revisions: ($\leq 25\%$ of site): \$150.00 flat fee; or
($> 25\%$ of site): \$150.00, plus \$35.00 per acre.
 - 4. Third and subsequent reviews: \$100.00 flat fee per review.
- N. Research Fee: \$50.00 per hour for each hour or portion thereof beyond the first hour of staff research time.

II. PERMITS

- A. Building Permits
 - 1. For one- and two-family dwellings, additions thereto, and accessory structures 500 square feet or greater in size: A minimum fee of \$50.00 plus an amount equal to the square footage multiplied by the current value per square foot (as listed below) multiplied by .0055, with \$50.00 of the fee being non-refundable in the event the permit is not utilized.

TYPE OF AREA	CURRENT VALUE PER SQUARE FOOT
Habitable	\$48.12
Garage, covered decks, screened porches and other attached non-habitable covered areas	\$22.62
Open Decks	\$15.00

2. Manufactured and Mobile Homes: \$100.00 flat fee.
3. Multi-family, commercial and industrial (including accessory structures): A minimum fee of \$150.00 plus an amount equal to the square footage multiplied by the current value per square foot (as listed below) multiplied by .005, with \$150.00 of the fee being non-refundable in the event the permit is not utilized:

IRC USE GROUP	CURRENT VALUE PER SQUARE FOOT
A-1	\$76.29
A-2	\$56.84
A-3	\$55.81
A-4	\$71.17
B	\$51.20
E	\$55.30
F-1	\$31.74
F-2	\$31.23
H	\$30.72
I-1	\$50.69
I-2	\$80.38
I-3	\$70.14
M	\$41.98
R-1	\$54.94
R-2	\$48.64
R-3	\$40.96
S-1	\$29.18
S-2	\$28.67
U	\$22.62

4. Reinspection Fee: \$50.00 each occurrence.
 5. For construction of a handicap access ramp on a single-family home where appropriate documentation is presented to the department regarding the bonafide need: No fee.
- B. Zoning Permits
1. All off-premise signs: \$100.00 flat fee.
 2. Freestanding and on-building signs: \$1.00 per square foot, with a minimum charge of \$50.00.
 3. Use of Land without structure and residential accessory structures less than 500 square feet including but not limited to fences, sheds, pools, and home occupations: \$50.00 flat fee.
 4. Reinspection Fee: \$50.00 per occurrence.
- C. General Permits and Licenses.
1. Electrical Permits: \$25.00.
 2. Gaming (raffle) permit: \$25.00.
 3. Roadside stand license: \$25.00
 4. Bingo:
 - a. Annual license: \$100.00
 - b. Temporary license: \$25.00
 5. Coin operated machine licenses:
 - a. Claw machines, shuffleboard, mechanical bowling machines, single-coin pinball machines, electronic video games or any other similar public amusement device requiring insertion of a coin or token and the result of whose operation depends in whole or in part upon the skill of the operator: \$30.00 each.
 - b. Arcades:
 1. 42 to 100 machines: \$1,250.00.
 2. 101 to 150 machines: \$1,750.00.
 3. 151 to 200 machines: \$2,250.00.
 4. 201 or more machines: \$2,750.00.
 - c. Music boxes: \$30.00.
 - d. Vending machines:
 1. 5¢ to 24¢ articles: \$20.00.
 2. 25¢ to 49¢ articles: \$25.00.
 3. Article 50¢ and over: \$30.00.
 - e. Cigarette machines: \$75.00.

6. Rental Licenses:

<u>Use of Structure</u>	<u>Annual Fee</u>
a. Short term rental properties	\$200 per unit
b. Mobile Home Park	\$200 per lot, site or unit
c. Hotel, Motel or Campground	\$5.00 per room or site, minimum of \$250
d. Bed and Breakfast Establishments	\$200 per establishment
e. Keeping of roomers or boarders	\$100 per home
f. Dwelling unit rentals greater than 28 days (Year-round or seasonal rentals)	\$50 per dwelling unit
g. Group homes and assisted living facilities where all units are owned by a single business entity operating the facility	\$250 per establishment
h. Group homes and assisted living facilities where units are individually owned and rented	\$100 per unit
i. License modifications with no change in class of license	\$50
j. License modifications with change in class of license	\$50 plus incremental difference in class fee
k. License modifications for additional units, rooms or sites	\$50 plus \$5.00 per additional unit, room or site
l. Any use or structure not specifically stated herein	Fee for the most similar use or structure as determined by the Department

BE IT FURTHER RESOLVED that any other license or permit fee not enumerated above shall be in the amount presently in effect.

AND, BE IT FURTHER RESOLVED that this Resolution shall take effect on July 1, 2025.

PASSED AND ADOPTED this ____ day of _____, 2025.



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 "R. Mitchell", written over the name in the "From" field.

Subject: Requested Fee Changes/Separate Fee Resolution
Department of Environmental Programs

Date: 5/12/25

As noted in our FY 2026 Operating Budget request memo, we anticipated raising just a few fees this coming year to re-calibrate our fee structure to capture needed costs and cover the increasing administrative demands of our delegated program fees. Since DRP has proposed separating the fee resolutions for our respective departments, we are submitting a schedule for just the fees pertaining to Environmental Programs. We are also asking for some adjustments for SWM plan review, and have provided justification under each of those changes as well.

We do not take fee changes lightly, but we want to be cognizant about covering the cost of operations. The Department should experience planned revenue enhancements in the new budget due to the upward trends we are experiencing in permit volume. The select fees proposed for increase this coming fiscal year will help maintain resources and internal efficiencies for staffing and technological support to maintain the expected high level of customer service. The guiding principles for fee adjustments would be that we try to periodically review fees so they cover the costs of operations, our operations should be as efficient as possible, and those that directly benefit from our services should pay for them.

We would respectfully request approval of these changes from the County Commissioners as presented. Attached is a marked-up fee schedule reflecting the requested changes and I have provided an electronic copy to County Administration.

Please let me know if you have any questions or concerns regarding this request.

Attachment



DEPARTMENT OF ENVIRONMENTAL PROGRAMS

Worcester County

GOVERNMENT CENTER

ONE WEST MARKET STREET, ROOM 1306

SNOW HILL, MARYLAND 21863

TEL: 410.632.1220 / FAX: 410.632.2012

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

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

STORMWATER MANAGEMENT PLAN REVIEW

FEE SCHEDULE

(1) Single Family Dwellings:

- A. \$3.00 per 1,000 square feet of disturbance, with a minimum fee of ~~\$225.00~~ **\$275.00**
- B. Revisions to approved plans: ~~\$75.00~~ **\$100.00**

Rationale: As a result of increased numbers of digital submissions of plans and reports, this has resulted in increased review times. Specifically, when digital submittals are made and reviewed, they are then submitted in paper copy which then requires an additional review to ensure they are consistent. Errors/Omissions have commonly been discovered when performing the review of the paper copies and resulted in additional submittals and reviews.

(2) Agricultural Structures and Uses; Restoration and Mitigation Projects

- A. ~~\$2.00~~ **\$3.00** per 1,000 square feet of disturbance/stormwater design area, with a minimum fee of ~~\$350.00~~ **\$400.00**
- B. Revisions to approved plans: ~~\$150.00~~ **\$175.00** base fee, plus \$50.00 per hour beyond

Rationale: As a result of increased numbers of digital submissions of plans and reports, this has resulted in increased review times. These submittals also require review of detailed engineering reports which commonly are hundreds of pages in length which utilize significant review time. Also, the requested \$1.00/1,000 sf increase would equate to \$43.56 per acre. This per square footage price hasn't been adjusted in 20+ years.

(3) Multi-Family, Commercial, Industrial and Institutional Structures and Uses:

- A. ~~\$3.00~~ **\$4.00** per 1,000 square feet of disturbance/stormwater design area, with a minimum fee of ~~\$650.00~~ **\$700.00**.
- B. Revisions to approved plans: ~~\$200.00~~ **\$250.00** base fee, plus \$50.00 per hour beyond the first hour of review.

Rationale: As a result of increased numbers of digital submissions of plans and reports, this has resulted in increased review times. These submittals also require review of detailed engineering reports which commonly are hundreds of pages in length which utilize significant review time. Also, the requested \$1.00/1,000 sf increase would equate to \$43.56 per acre. This per square footage price hasn't been adjusted in 20+ years.

(4) Waivers: ~~\$150.00~~ **\$200.00** flat fee.

Rationale: Waiver increases because of increase plan review times as a result of the Worcester County Soil Conservation District ceasing to utilize/produce conservation plans to cover agricultural and related demolition work which now require engineered/surveyed site plans.

Effective ~~7/1/2023~~ 7/1/25

DRAFT

RESOLUTION NO. 25 - ____**RESOLUTION ESTABLISHING FEES FOR APPLICATIONS PROCESSED BY
THE DEPARTMENT OF ENVIRONMENTAL PROGRAMS**

WHEREAS, the Code of Public Local Laws of Worcester County, Maryland, General Provisions Article and Sections BR 2-103(f) (Plumbing Standards - Fees), PW 5-104 (Shared Sanitary Facilities - Establishment of shared sanitary facility), PW 5-305(b)(5) (Sanitary Service Areas - Cost and fees), (Stormwater Management - plan review fees), NR 1-407 (Forest Conservation), NR 2-102(b) (Construction along shorelines - Permits required), and NR 3-101 and NR 3-201 (Critical Area Programs), as from time to time amended, provide that the County Commissioners may establish certain fees for processing of applications; and

WHEREAS, the Worcester County Commissioners have adopted or amended said fees by previous resolutions, most recently by Resolution No. 24-11, adopted on June 18, 2024; and

WHEREAS, the County Commissioners have determined it necessary to revise said fees and add fees for various review services provided by County staff.

NOW, THEREFORE, BE IT RESOLVED by the County Commissioners of Worcester County, Maryland that the following fee schedule shall be in effect for the services provided by the Department of Environmental Programs:

DEPARTMENT OF ENVIRONMENTAL PROGRAMS
FEE SCHEDULE

I. APPLICATION REVIEW FEES

- A. Water and Sewer Plan Amendments:
 - 1. Minor Amendments: \$100.00
 - 2. Major Amendments: \$500.00
- B. Forest Conservation Program Review
 - 1. Declaration of Intent: \$50.00 flat fee.
 - 2. Forest Conservation Plan Review:
 - a. Sketch plan (optional): No fee
 - b. Major subdivision: \$250.00 base fee, plus \$25.00 per lot.
 - c. Minor subdivision/Boundary line adjustment: \$150.00 flat fee.
 - d. Major site plan: \$250.00 base fee, plus \$25.00 per acre.
 - e. Minor site plan: \$150.00 flat fee.
 - f. Revisions: (<25% of site) \$150.00 flat fee; or
(>25% of site) \$150.00, plus \$35.00 per acre.
 - g. Forestry adjustment, exception, or payment in lieu request: \$150.00 flat fee.
- C. Critical Area Program Review
 - 1. Sketch plan (optional): No fee
 - 2. Major subdivision: \$250.00 base fee, plus \$25.00 per lot.

3. Minor subdivision/Boundary line adjustment: \$150.00 flat fee.
 4. Major site plan: \$250.00 base fee, plus \$25.00 per acre.
 5. Minor site plan: \$150.00 flat fee.
 6. Revisions: ($\leq 25\%$ of site): \$150.00 flat fee;
($> 25\%$ of site): \$150.00 plus \$35.00 per acre.
 7. Growth allocation request: \$650.00 base fee plus \$15.00 per acre.
 8. Board of Zoning Appeals review of Department's denial of fees in lieu: \$100.00.
 9. Critical Area variance review: \$200.00 flat fee.
 10. Reinspection fee: \$100.00 per occurrence.
 11. Critical Area Permit: \$50.00
- D. Environmental Programs Division Program Review
1. Sketch Plan (optional): No fee.
 2. Plat Review, public water & sewer, up to 5 lots: \$100.00.
 3. Plat Review, public water & sewer, more than 5 lots: \$200.00.
 4. Plat Review, private water & sewer, minor subdivision: \$180.00.
 5. Plat Review, private water & sewer, major subdivision: \$150.00 minimum for first 5 lots, plus \$25.00 per additional lot over 5.
 6. Plat Review, property line revision/septic reserve area revision; Agricultural Use Only: \$150.00.
 7. Commercial Construction Plan Review, public water & public sewer: \$60.00.
 8. Commercial Construction Plan Review, public water & private sewer: \$85.00.
 9. Commercial Construction Plan Review, private water & private sewer: \$150.00.
- E. Research Fee: \$50.00 per hour for each hour or portion thereof beyond the first hour of staff research time.
- F. Natural Resources Article Text Amendment: \$400.00 per change requested.

II. PERMITS

- A. Water Well: \$160.00 per well.
- B. Water Sample (other than compliance sampling): \$50.00 per sample
- C. Sewage:
1. Residential Evaluation.
 - a. Individual lot or minor subdivision evaluation: ~~\$350.00~~ 400.00 per single family unit.
 - b. Major subdivision evaluation: \$350.00 per single family unit. If more than six lots are requested a minimum payment of \$1,800.00 is required. Balance of fee to be collected as testing is completed.*
 - c. Piezometer Installation (over 2 per lot): \$50.00 each
 - d. Commercial Evaluation.
 1. A minimum of \$450.00 is required.*
 - e. Sewage Area Modification.
 1. 30% or More: \$350.00
 2. Less than 30%: \$75.00
 - f. Sewage Permit.
 1. Complete new system (tank & drainfield): \$400.00
 2. Drainfield replacement: \$325.00

- 3. Repairs of existing system including tank replacement: \$225.00
- 4. Repairs and new permits for non-conventional systems: \$475.00
- g. Building/Zoning Permit/Environmental Programs Review: \$50.00

*Note: This application fee covers testing for 10,000 square feet of sewage area. If conditions require testing greater than 10,000 square feet, applicant will be billed at a rate of \$10 per each additional 1,000 square foot area tested.

D. Burning Permit: ~~\$80.00~~ 90.00

E. Reinspection Fee: \$50.00 per occurrence.

F. Septage Haulers:

- 1. Annual license: \$50.00

G. Bathing Beach Permit: \$150.00

H. Mobile Home Park and Campground Permit Fees

- 1. Annual Mobile Home Park Permit
 - a. 10 or less sites: \$125.00
 - b. 11 or more sites: \$200.00
- 2. Annual Campground Permit
 - a. 100 or less sites: \$200.00
 - b. 101 or more sites: ~~\$300.00~~ 350.00
- 3. Late Fees (Mobile Home Park and/or Campground Permits):
\$50.00 per day/\$500.00 maximum.

I. Shared Facilities Agreement Processing Fees

- 1. Minor (up to 5,000 gallons per day): \$100.00
- 2. Major (greater than 5,000 gallons per day): \$400.00
- 3. Shared facility inspection: \$50.00 per inspection

*Note: There shall be no charge for shared facility agreements between two single-family homes.

J. Sanitary Service Area Applications

- 1. Minor (up to 5,000 gallons per day): \$100.00
- 2. Major (greater than 5,000 gallons per day): \$500.00

*Note: There shall be no charge for expansions involving the addition of an individual residential property to an existing service area.

K. Stormwater Management and Sediment & Erosion Control:

- 1. Waiver requests: \$100.00.
- 2. Sediment and erosion control inspection fee for single-family dwellings:
\$100.00.
- 3. Sediment and erosion control inspection fee for timber harvests: \$100.00.
- 4. Stormwater management and sediment and erosion control permits (with devices,

- structures, or the like): \$350.00 base fee, plus \$15.00 per acre over 5 acres.
- 5.. Stormwater management and sediment and erosion control permits for clearing, grading and filling (no devices, structures or other items): \$200.00 base fee, plus \$15.00 per acre over 5 acres.
- 6. Stormwater management and sediment and erosion control permit revision fee: \$50.00.
- 7. Reinspection Fee: \$100.00 per occurrence.

L. Plumbing Permits:

- 1. Administrative Fees (per permit issued)
 - a. Mobile Homes (Manufactured Housing): \$25.00
 - b. Modular Homes (Certified State Inspected): \$25.00
 - c. Stick-built Homes: \$25.00
 - d. Multi-Unit Buildings (Condo, Townhouse, Motel): \$100.00
 - e. Commercial Units (Shopping Centers, Banks, Restaurants, Offices, etc.): \$100.00
 - f. Back Flow Preventer Only: \$50.00
- 2. Inspection Fees (per unit)
 - a. Mobile Homes (Manufactured Housing): \$40.00
 - b. Modular Homes (Certified State Inspected): \$75.00
 - c. Stick-built Homes: \$125.00
 - d. Multi-Unit Buildings (Condo, Townhouse, Motel): \$125.00
 - e. Commercial Units (Shopping Centers, Banks, Restaurants, Offices, etc.): \$125.00
 - f. Back Flow Preventer Only: \$65.00
 - g. Per fixture (over 5): \$5.00 Residential
 - h. Per fixture (over 5): \$15.00 Commercial
- 3. Modification, Remodeling and Alteration Fees (Fixture Unit Count of Eight or Less)
 - a. Administrative Fee: \$25.00
 - b. Inspection Fee: \$75.00
- 4. Reinspection Fee: \$50.00 per inspection
- 5. Investigative Fee (beginning work without a permit): \$50.00 per hour
- 6. Gas Permits:
 - a. Gas Permit: \$60.00
 - b. Administrative Fee: \$25.00
 - c. Each Additional Appliance (over 3): \$10.00
- 7. Plumbing Plan Review (Commercial)
 - a. Up to 10,000 square feet: \$125.00
 - b. Greater than 10,000 square feet: \$250.00
 - c. Changes, additions, revisions to approved plans: ~~\$50.00~~ 80.00 per hour of review time
 - * Note: minimum charge of one-half hour re-review time
- 8. Rebuild of sewer cleanout reinspection/remobilization: \$100.00

M. Shoreline Construction Activity:

- 1. Minor application review fee (less than eight feet channelward): \$150.00
- 2. Major application review fee (greater than eight feet channelward): \$300.00.
- 3. Shoreline construction permit: \$150.00
- 4. Shoreline construction permit revision: \$50.00

BE IT FURTHER RESOLVED that any other license or permit fee not enumerated above shall be in the amount presently in effect.

AND, BE IT FURTHER RESOLVED that this Resolution shall take effect on July 1, 2025.

PASSED AND ADOPTED this ____ day of _____, 2025.

ATTEST:

WORCESTER COUNTY COMMISSIONERS

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

Theodore J. Elder, President

Eric J. Fiori, Vice President

Caryn G. Abbott, Commissioner

Anthony W. Bertino, Jr., Commissioner

Madison J. Bunting, Jr., Commissioner

Joseph M. Mitrecic, Commissioner

Diana Purnell, Commissioner

MEMORANDUM

TO: Weston S. Young, Chief Administrative Officer
Candace Savage, Deputy Chief Administrative Officer
FROM: Kelly Rados, Director of Recreation & Parks
Jacob Stephens, Deputy Director of Recreation & Parks
DATE: May 12, 2025
SUBJECT: FY26 Recreation Department Fees

For FY26, the Recreation & Parks Department are proposing the following fee additions for Field Rentals:

- Extra Port-a-let Cleanings - \$25: This new fee will be added to tournaments as extra cleanings are needed during larger two-day events. This fee will allow us to pass the fee on to the event holder.
- Discounted Practice Fee - \$15: The regular fee per field for a 2-hour practice is \$30. The discounted fee is being proposed for teams/organizations that routinely rent multiple fields for practice purposes. Qualifications for this discount include (1) renting for at least 3 years prior, (2) are in good standings with the Department, (3) are a non-profit organization. If field lining or lights are requested, the full amount of those fees will be applied.

New Recreation programs have been added for FY26. The proposed fees for these leagues are consistent and in-line with current programming fees.

Youth Programs

- Pocomoke Basketball Clinic - \$35/participant
- Middle School Basketball Play Day - \$120/team
- Field Hockey outdoor Team League - \$400/team
- Fishing Camp - \$90/participant
- Futsal Youth Tournament - \$120/team
- Soccer Clinics - \$40/participant
- Active Start Sports Combo - \$35/participant
- Whiffle Ball - \$35/participant

Adult Programs

- Basketball League - \$150/team
- Kickball League - \$250/team
- 5v5 Soccer League - \$210/team
- Soccer Tournament - \$100/team
- High School Drop-In - \$5/session
- Spike ball - \$60/team
- Ultimate Frisbee League - \$250/team

Worcester County Department of Recreation & Parks

6030 Public Landing Rd. Snow Hill, MD 21863 Phone: 410.632.2144 Fax:410.632.1585

FACILITY FEES FY2026

	Facility Use	FY 2025 Approved Fees	FY 2026 Requested Fees	Comment/Justifications
Pavilion Rental Fees	Pavilion - Daily Rental Fee	\$75.00	\$75.00	
Field Rental Fees	Application Fee	\$30.00	\$30.00	
	Reservation Deposit Fee	\$30.00	\$30.00	Per Field
	Damage/Clean Up Deposit	\$200.00	\$200.00	
	Damage/Clean Up Fee Per Hour/Per Staff	\$50.00	\$50.00	
	Field Rental - Per Day	\$150.00	\$150.00	
	Extra Port-a-let Cleanings		\$25.00	Per port-a-let cleaned. New fee added. Extra cleanings are needed during larger two day events. This allows us to pass the fee on to the event holder.
	Site Coordinator (if required)	\$16.49 / per hr.	\$17.49 / per hr.	4 Hour Minimum - Updated to current minimum pay/wage. *Fee may change depending on payrate changes.
	Practice Fee - Per Field/2 Hour Practice	\$30.00	\$30.00	
	Discounted Practice Fee - Per Field/2 Hour Practice		\$15.00	Teams/Organizations that routinely rent multiple fields for practice purposes for at least 3 years, are in good standings, and are a non-profit we would give a discount of \$15 per hour. If field lining or lights are requested, the full amount of those fees would be applied.
	Light Fee - Per Hour	\$30.00	\$30.00	
Initial Field Set Up & Lining Fees	Softball/Baseball Fields	\$20.00	\$20.00	
	Multi-Purpose Soccer/Lacrosse Fields (Small Sided Field)	\$125.00	\$125.00	
	Multi-Purpose Football Fields (Large sided field)	\$200.00	\$200.00	
	Temporary Fence Installation	\$50.00	\$50.00	Installation of temporary fences for tournaments.
	Miscellaneous Personnel Request Per Hour/Per Staff	\$25.00	\$25.00	
Public Landing Boat Slip Rental	Large Boat Slip	\$1,200.00	\$1,200.00	
	Small Boat Slip	\$1,000.00	\$1,000.00	
Recreation Center Practice Fees	Application Fee	\$30.00	\$30.00	
	Small Court Rental/Per Hour	\$35.00	\$35.00	
	Large Court Rental/Per Hour	\$70.00	\$70.00	

Recreation Center Tournament Fees	Application Fee	\$30.00	\$30.00	
	Reservation Deposit Fee	\$100.00	\$100.00	
	Two Courts/Per Hour - Full Gym	\$50.00	\$50.00	
	Four Courts/Per Hour (Sport Courts - Basketball)	\$100.00	\$100.00	
	Six Courts/Per Hour (Sport Courts - Volleyball)	\$150.00	\$150.00	
	Sport Court Set Up Fee	\$500.00	\$500.00	
Vendor Fees - Tournaments	Miscellaneous Vendors - Equipment - Per Event	\$75.00	\$75.00	
	Miscellaneous Vendors - Food - Per Event	\$200.00	\$200.00	

Worcester County Department of Recreation & Parks

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RECREATION YOUTH PROGRAM FEES FY2026

Program Name	Program Date	Ages	FY 2025 Approved Fees	FY 2026 Requested Fees
After School Zone	Sept 2025 - June 2026	Grades K-8	\$110/month	\$110/month
After School Zone (Before Care)	Sept 2025 - June 2026	Grades K-8	\$50/month	\$50/month
Archery Tag - League	Jan - Feb 2026	Grades 4-8	\$40	\$40
Babysitting Course	Spring 2026	Grades 6-8	\$50	\$50
Baseball - Active Start	Winter 2026	Grades 4 - 8	\$35	\$35
Baseball Camp - Contracted	Summer 2026	Ages 6-16	\$100	\$100
Basketball - Active Start	Sept - Oct 2025	Grades 1-8	\$35	\$35
Basketball - League	Jan - March 2026	Grades 1-8	\$40	\$40
Basketball Clinic - Pocomoke	Spring 2026	Grades 4-8		\$35
Basketball MS Playday	December-25	Grades 5-8		\$120
Bowling - Active Start	Winter 2026	Grades K-8	\$50	\$50
Camp Coast (Weekly)	Summer 2026	Grades 1st-6th	\$135	\$135
Camp Coast Extended Care (Weekly)	Summer 2026	Grades K-8	\$25	\$25
Canoe - Active Start	May - June 2026	Grades 4-8	\$45	\$45
Disc Golf - Active Start	Sept - Oct 2025	Grades 2-8	\$35	\$35
Field Hockey - Active Start	April - May 2026	Grades K-8	\$35	\$35
Field Hockey Camp - Contracted	Summer 2026	Grades 3-8	\$100	\$100
Field Hockey Indoor Team League	Winter 2026	High school	\$300	\$300
Field Hockey Outdoor Team League	Sept - Oct 2025	High school		\$400
Field Hockey Rec League	Sept - Oct 2025	Grades K-8	\$40	\$40
Fishing - Active Start	Fall 2025 and Spring 2026	Grades 2-8	\$35	\$35
Fishing - Camp	Summer 2025	Grades 1-8		\$90
Flag Football 5v5 League	April - May 2026	Grades 1-8	\$40	\$40
Futsal Youth Tournament	Winter 2026	Grades 3-12		120/team
Game Night	Winter 2026	Grades 3-8	\$20/class \$50/session	\$20/class \$50/session
Glamour Day	Winter 2026	Grades PreK-8	\$25	\$25
Homeschool Gym	3x per year	Ages 5-16	\$35	\$35
Kid's Night In	4x per year	Grades 1-8	\$35	\$35
Little All-Stars	April - June 2026	Ages 2-5	\$35	\$35
Outdoor Adventure Camp	Summer / Fall 2026	Grades 1-8	\$55	\$55
Pickleball - Active Start	Spring 2026	Grades K-8	\$35	\$35
School's Out Camp	5x per year	Grades K-8	\$35	\$35
Soccer - Indoor League - Winter	Dec 2025 - Feb 2026	Ages 3-4, Grades K-8	\$40	\$40
Soccer - Outdoor League - Fall	Sept - Oct 2025	Ages 3-4, Grades K-8	\$40	\$40
Soccer - Outdoor League - Spring	April - June 2026	Ages 3-4, Grades K-8	\$40	\$40

Soccer - Smart Start	TBD	Ages 3-5	\$35	\$35
Soccer Camp - Contracted	Summer 2026	Ages 4-15	\$220	\$220
Soccer Clinics / Camp	Summer 2025	Grades 1-8		\$40
Softball Camp - Contracted	Summer 2026	Ages 6-16	\$100	\$100
Sports Combo - Active Start - Pmoke	Sept - Oct 2025	Grades 4-8		\$35
Sports Combine - Active Start - SH	April - May 2026	Grades 1-8	\$15	\$15
Swim Lessons - Session 1	Summer 2026	3+	\$60	\$60
Swim Lessons - Session 2	Summer 2026	3+	\$60	\$60
Swim Lessons - Session 3	Summer 2026	3+	\$60	\$60
Tennis - Active Start	Fall 2025	Grades K-8	\$35	\$35
Toddler Gym Day	Apr - June 2026	18 - 48 months	\$35	\$35
Toddler Gym Day	Sept - Dec 2025	18 - 48 months	\$35	\$35
Toddler Gym Day	Jan - Mar 2026	18 - 48 months	\$35	\$35
Toddler Gym Evening	Jan - Mar 2026	18 - 48 months	\$25	\$25
Toddler Gym Off Site	Sept - Oct 2025	18 - 48 months	\$25	\$25
Toddler Gym Off Site	Apr - May 2026	18 - 48 months	\$25	\$25
Track - Active Start	Jan. - March 2026	Grades 3-8	\$35	\$35
Track - Active Start	Apr - May 2026	Grades 3-8	\$35	\$35
Volleyball - Active Start	Fall 2025	Grades 2-8	\$35	\$35
Volleyball - Active Start	Winter 2026	Grades 2-8	\$35	\$35
Volleyball - Active Start (Sand)	May - June 2025	Grades K-8	\$35	\$35
Volleyball - League	TBD	Grades 4-8	\$35	\$35
Volleyball - Middle School Clinics	Jan - Feb 2026	Grades 5-8	\$40	\$40
Volleyball - Playday	August	Grades 9-12	\$75 (co.) / \$100	\$75 (co.) / \$100
Whiffle Ball	Winter 2026	Grades 5-8		\$35

Worcester County Department of Recreation & Parks **BSW 7**

6030 Public Landing Rd. Snow Hill, MD 21863 Phone: 410.632.2144 Fax:410.632.1585

RECREATION ADULT PROGRAM FEES FY2026

Program Name	Program Date	Ages	FY 2025 Approved Fees	FY 2026 Requested Fees
Basketball League	Spring	18+		\$150/Team
Cornhole League	TBD	18+	\$60/team	\$60/team
**Fitness - Evenings & Weekends	July 2025 - June 2026	18+	\$45	\$45
*Dog Obedience	Spring 2026	18+	\$50	\$50
*Golf - Adult League	Summer 2025 - Spring 2026	18+	\$35/session	\$35/session
*Pickleball Tournaments	Spring 2026	18+	\$50/team	\$50/team
Kickball League	Spring / Summer 2026	18+		\$250/Team
*Soccer League - 5v5	Summer 2025	18+		\$210/team
*Soccer Tournament - Mini Pitch - Pocomoke	Summer 2025	16+		\$100/team
*Softball - Men's Slow Pitch	Fall 2025	18+	\$430/team	\$430/team
*Softball - Men's Slow Pitch	Spring 2026	18+	\$430/team	\$430/team
*Volleyball - Co-Ed	Sept - Dec 2025	14+	\$250/team	\$250/team
*Volleyball - Co-Ed	April - June 2026	14+	\$250/team	\$250/team
*Volleyball League (Sand)	Spring/Summer 2026	18+	\$150/team	\$150/team
Drop-In HS / Adult Rec Games	Winter 2025	14+		\$5/Session
Drop-In's (All Sports and PB Clinics)	July 2025 - June 2026	18+	\$5/Session	\$5/Session
Fitness - Senior Morning	July 2025 - June 2026	45+	\$45	\$45
Paddle Board Yoga	Spring 2026		\$64 w/board \$80 w/out board	\$64 w/board \$80 w/out board
Reindeer Run	Dec-25	10+		\$25
Run Club (Berlin & Snow Hill)	Spring / Summer 2026	18+	\$35	\$35
Senior Lifestyle Classes	3x per year	55+	\$20	\$20
Spike ball	Summer 2025	16+		\$60/team
Ultimate Frisbee League	Fall 2025	16+		\$250/team

*Adult Leagues & Tournaments - We will charge no less than the requested/approved fees. However, we reserve the right to increase fees to cover increased expenses (increased # teams, changes to # of games, # refs/umpires, length of playoffs, field usage, etc.).

**Fitness Classes - We will charge no less than the requested/approved fees. However, we reserve the right to increase fees to cover increased expenses (instructor fees).

MEMORANDUM

TO: Worcester County Commissioners
FROM: Candace Savage, Deputy Chief Administrative Officer
DATE: May 15, 2025
SUBJECT: Potential Tax Adjustment Impacts

Several potential tax reductions have been discussed during the FY26 budget work sessions. Below is a table summarizing the various scenarios that were discussed and their impact to FY26 and FY27 revenues.

	FY26 Budget	Estimated FY27 Budget
Reducing Homestead Tax Cap to 2%	-	(294,570)
Reducing Homestead Tax Cap to 1%	-	(590,690)
Reducing Income Tax by 0.25%	(1,918,112)	(5,480,321)
Reducing Property Tax by \$0.01	(2,444,930)	(2,800,000)
Reducing Property Tax by \$0.02	(4,889,860)	(5,600,000)