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COUNTY COUNCIL OF PRINCE GEORGE'S COUNTY, MARYLAND

SITTING AS THE DISTRICT COUNCIL

Legislative Session

1992

Bill No. _____ CB-101-

1992 _____

Chapter No.

Proposed and Presented by The Chairman (by request -

_____ County

Executive) _____

Introduced by

Co-Sponsors

Date of Introduction

ZONING BILL

AN ORDINANCE concerning

Chesapeake Bay Critical Area Overlay Zones

FOR the purpose of making certain clarifying amendments and

minor changes to the Zoning Ordinance provisions for the Chesapeake Bay Critical Area Overlay Zones and the Conservation Manual for the Chesapeake Bay Critical Area.

BY repealing and reenacting with amendments:

Sections 27-127,
27-229(b),
27-230,
27-231,
27-241,
27-242,
27-243,
27-384,
27-548.11, and
27-548.16,

The Zoning Ordinance of Prince George's County, Maryland,

being also

SUBTITLE 27. ZONING.

The Prince George's County Code

(1991 Edition, as amended by CB-30-1992).

SECTION 1. BE IT ENACTED by the County Council of Prince George's County, Maryland, sitting as the District Council for that part of the Maryland-Washington Regional District in Prince George's County, Maryland, that Sections 27-127, 27-229(b), 27-230, 27-231, 27-241, 27-242, 27-243, 27-384, 27-548.11, and 27-548.16 of the Zoning Ordinance of Prince George's County, Maryland, being also Subtitle 27 of the Prince

George's County Code, be and the same are hereby repealed and reenacted with the following amendments:

SUBTITLE 27. ZONING.

PART 3. ADMINISTRATION.

DIVISION 1. GENERAL ZONING PROCEDURES.

Subdivision 2. Zoning Hearing Examiner.

Sec. 27-127. Powers and duties to conduct hearings.

(a) The Zoning Hearing Examiner shall conduct hearings for the following categories of zoning cases:

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(9) Variances for the alteration, enlargement, extension, or reconstruction of a certified nonconforming building, structure or use in a Chesapeake Bay Critical Area Overlay Zone.

DIVISION 5. APPEALS AND VARIANCES.

Subdivision 1. Board of Zoning Appeals.

Sec. 27-229. Powers and duties.

(b) The Board of Zoning Appeals shall not have the power or duty to:

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(32) Grant a variance for the alteration, enlargement, or extension of a certified nonconforming building, structure, or use in a Chesapeake Bay Critical Area Overlay Zone.

Sec. 27-230. Criteria for granting appeals involving variances.

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[(c) Notices of variance requests concerning property within the Chesapeake Bay Critical Area Overlay Zones shall be sent to the Chesapeake Bay Critical Area Commission, the Department of Environmental Resources, the Prince George's County Planning Board (or its authorized representative), and the Department of Natural Resources within five (5) days of filing with the Board of Zoning Appeals.

(d) Notices of variance requests concerning requirements applicable to cluster developments provided for in Section 27-229(b) (27) shall be sent to the Development Review Division of the Commission for review and comment within five (5) days of filing with the Board of Zoning Appeals.]

Sec. 27-231. Procedures.

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(d) **Notice of Public Hearing**

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(12) Notices of variance requests from Chesapeake Bay Critical Area Overlay Zone requirements concerning property within the Chesapeake Bay Critical Area Overlay Zones shall be sent to the Chesapeake Bay Critical Area Commission, the Department of Environmental Resources, and the Planning Board

(or its authorized representative) within five (5) days of filing with the Board of Zoning Appeals.

(13) Notices of variance requests concerning requirements applicable to cluster developments provided for in Section 27-229(b) (27) shall be sent to the Development Review Division of the Planning Board for review and comment within five (5) days of filing with the Board of Zoning Appeals.

DIVISION 6. NONCONFORMING BUILDINGS, STRUCTURES, AND USES.

Subdivision 1. General Requirements and Procedures.

Sec. 27-241. Continuation.

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(d) The provisions of Subsection (c), above, do not apply to:

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(2) Certified nonconforming surface mining operations that are not within a Chesapeake Bay Critical Area Overlay Zone;

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Sec. 27-242. Alteration, extension, or enlargement.

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* *

(b) **Exceptions**

(1) **Surface mining**

(A) A certified nonconforming use involving surface mining may be expanded to include the entire parcel of land (or acreage owned or leased at the time the use became nonconforming) upon which the removal operations were initially conducted, provided the initial use predates the adoption of the original Zoning Map for the area. This expansion does not require a Special Exception (Section 27-384). This exception does not apply if the use is located in a one hundred (100) year floodplain. [Additionally, if the use is located within a Chesapeake Bay Critical Area Overlay Zone, a Special Exception is required.]

* * * * *

(9) Buildings, Structures, or Uses in a Chesapeake Bay Critical Area Overlay Zone

(A) A nonconforming building or structure or a certified nonconforming use in a Chesapeake Bay Critical Area Overlay Zone may be altered, enlarged, or extended without the approval of a Special Exception provided that a variance is granted by the Zoning Hearing Examiner. In order to grant the variance, the Zoning Hearing Examiner shall make the finding that the criteria listed in Section 27-230(b) of this Subtitle have been met.

(B) A variance shall not be required if the following provisions are met:

(i) Impervious surface coverage is the only

nonconforming element of the subject property relative to the Chesapeake Critical Area Overlay Zone in which it is located, and all requirements of the underlying zone are met;

(ii) All structures contributing to the nonconforming impervious surface coverage were in existence prior to December 1, 1985, and

(iii) The proposed modification does not result in a net increase in impervious surface coverage.

(C) A variance shall not be granted where the existing impervious surface coverage exceeds that allowed by Section 27-548.17, and which would result in a net increase in the existing impervious surface coverage. In addition, a variance shall not be granted which would result in converting a property which currently meets the impervious surface coverage requirements of Section 27-548.17 to a nonconforming status regarding impervious surface coverage, unless a finding of extenuating circumstances is made, such as the necessity to comply with other laws and regulations.

(D) A variance granted for the alteration, enlargement, or extension of a nonconforming building, structure, or use in a Chesapeake Bay Critical Area Overlay Zone may be appealed to the District Council by any party of record within thirty (30) days after the date of the notice of the Zoning Hearing Examiner's decision. The District Council may vote to review the Zoning Hearing Examiner's decision on its own motion within thirty (30) days after the date of the notice.

Sec. 27-243. Reconstruction, reestablishment, and restoration.

(a) Without enlargement, extension, or relocation

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(2) The intentional demolition and reconstruction, reestablishment, or restoration of a certified nonconforming use on the same lot, which does not involve relocation, enlargement, or extension, may be permitted only upon approval of a Special Exception in accordance with Part 4 of this Subtitle, except as provided for in Subparagraphs (3) and (4), below.

(3) A nonconforming building or structure or a certified nonconforming use in a Chesapeake Bay Critical Area Overlay Zone may be reconstructed without the approval of a Special Exception provided that a variance is granted by the Zoning Hearing Examiner. In order to grant the variance, the Zoning Hearing Examiner shall make the finding that the criteria listed in Section 27-230(b) of this Subtitle have been met.

(4) A variance granted for the reconstruction of a nonconforming building, structure, or use in the Chesapeake Bay Critical Area Overlay Zone may be appealed to the District Council by any party of record within thirty (30) days after the date of the notice of the Zoning Hearing Examiner's decision. The District Council may vote to review the Zoning Hearing Examiner's decision on its own motion within thirty

(30) days after the date of the notice.

(b) With enlargement, extension, or relocation

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*

(3) A nonconforming building or structure or a certified nonconforming use in a Chesapeake Bay Critical Area Overlay Zone may be reconstructed without the approval of a Special Exception provided that a variance is granted by the Zoning Hearing Examiner. In order to grant the variance, the Zoning Hearing Examiner shall make the finding that the criteria listed in Section 27-230(b) of this Subtitle have been met.

(4) A variance shall not be granted where the existing impervious surface coverage exceeds that allowed by Section 27-548.17, and which would result in a net increase in the existing impervious surface coverage. In addition, a variance shall not be granted which would result in converting a property which currently meets the impervious surface coverage requirements of Section 27-548.17 to a nonconforming status regarding impervious surface coverage, unless a finding of extenuating circumstances is made, such as the necessity to comply with other laws and regulations.

(5) A variance granted for the reconstruction of a nonconforming building, structure, or use in the Chesapeake Bay Critical Area Overlay Zone may be appealed to the District Council by any party of record within thirty (30) days after

the date of the notice of the Zoning Hearing Examiner's decision. The District Council may vote to review the Zoning Hearing Examiner's decision on its own motion within thirty (30) days after the date of the notice.

PART 10A. OVERLAY ZONES.

DIVISION 2. CHESAPEAKE BAY CRITICAL AREA OVERLAY ZONES.

Subdivision 1. General.

Sec. 27-548.11. Conservation Plan, Conservation Agreement, required.

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* *

(e) Where a Conservation Plan and Conservation Agreement are required, the approved Conservation Agreement shall be recorded among the land records of Prince George's County prior to final plat approval of subdivision, when such plat is required, or prior to the issuance of a building or grading permit.

([e]f) * * * * *
* * ([f]g) * * * * *
* * * * *

Subdivision 3. Uses Permitted.

Sec. 27-548.16. Uses permitted.

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* *

(c) **TABLE OF USE**

ZONE

USE	R-C-O	L-D-O	I-D-O
(1)	COMMERCIAL:		
* * * * *	*	*	*
* *			
[Asphalt mixing plant]		[X]	[X]
[X]			
Commercial uses, in general	X	PC	PC
[Concrete batching or mixing plant]		[X]	[X]
[X]			
* * * * *	*	*	*
*			

(2)	INDUSTRIAL:		
Industrial uses, in general	X	X	PC ²
	ZONE		
USE	R-C-O	L-D-O	I-D-O
<u>Asphalt mixing plant</u>		<u>X</u>	<u>X</u>
<u>SE</u>			
<u>Concrete batching or mixing plant</u>		<u>X</u>	<u>X</u>
<u>SE</u>			
* * * * *	*	*	*
* *			

SECTION 2. BE IT FURTHER ENACTED that the Table of Contents, Introduction, Section 3.3, Section 3.7, Section 7.4, Section 7.6, Section 8.4, Section 9.1, Section 10, Where To Go For Help, and Appendix B of the Conservation Manual are hereby repealed and reenacted with the following amendments:

PRINCE GEORGE'S COUNTY CHESAPEAKE BAY CRITICAL AREA PROGRAM

CONSERVATION MANUAL [1989] 1992

TABLE OF CONTENTS

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Section 9: Revisions to Conservation Plan

9.0 Overview

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INTRODUCTION

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Prior to the approval of any subdivision, the issuance of any grading permit or the issuance of most building permits for any property within the Chesapeake Bay Critical Area, a Conservation Plan and Conservation Agreement, as described in this Manual, must be prepared by the Applicant, reviewed by the Subdivision Review Committee, and approved by the Prince George's County Planning Board. The approved Conservation Agreement shall be recorded among the land records of Prince George's County. The Conservation Plan is a site plan; the Conservation Agreement is a contract between the property owner and Prince George's County to assure that the specifications of

the Conservation Plan are carried through to completion. A Conservation Plan and Agreement are necessary in addition to the standard requirements of Prince George's County Code for development or redevelopment.

* * * * *
* *

As noted above, an approved Conservation Plan and Conservation Agreement is mandatory prior to the approval of all new subdivisions and prior to the issuance of most building permits and grading permits. However, the Director of the Department of Environmental Resources may waive the requirement for a Conservation Plan and Conservation Agreement prior to the issuance of permits if all of the following conditions are met:

* * * * *
*

2. Disturbance will not occur in the Buffer, except for water dependent activities as defined in the Conservation Manual or shore erosion control activities.

* * * * *
* *

4. No steep slopes will be affected, unless the disturbance is necessary to maintain or improve the stability of the slope.

* * * * *
*

7. No tidal or non-tidal wetlands will be affected, unless

the disturbance is absolutely necessary and unavoidable and is associated with a water dependent activity as defined in the Conservation Manual and/or shore erosion control activities.

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SECTION 3: HABITAT PROTECTION

Section 3.3. Forests with Interior Dwelling Bird Species.

Upland and riparian [F] forested areas identified as habitat for forest interior dwelling bird species have special qualities over other forest areas. These qualities result from the configuration of the forest more than the size of the area.

Loss of forest cover in one place may be more damaging than the same area loss in a different place.

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* *

Section 3.7. Nontidal Wetlands.

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* *

Impairment of the water quality of the plant and wildlife habitat value of wetlands is to be avoided. To protect the value of non-tidal wetlands, the Conservation Plan shall include the following:

- a. Palustrine wetlands such as emergent marshes, riparian forests and scrub/shrub swamps shall have a minimum 25-foot undisturbed buffer. This buffer shall be widened to include contiguous steep slopes or the 100-year floodplain. This

requirement is not intended to restrict the grazing of livestock in these wetlands.

* * * * *
* *

Farm ponds and other man-made bodies of water which were in existence prior to January 15, 1988, whose purpose is to impound water for agriculture, water supply, recreation, or waterfowl habitat purposes are excluded from regulations a through g above.

Variances for all development activities that must cross or affect streams shall be designed to retain tree canopy so as to maintain stream water temperature within normal variation, and provide a natural substrate for streambeds.

SECTION 7: THE CONSERVATION PLAN AND CONSERVATION AGREEMENT

Section 7.4. Stormwater Management.

The Conservation Plan shall include an approved Stormwater Management [Concept] Plan, including the requirements of the County's Stormwater Management Ordinance as described in the Prince George's County Stormwater Management Design Manual. Stormwater Design Plan approval is required prior to the approval of a Conservation Plan for final plat of subdivision and prior to the approval of a Conservation Plan which will be used for obtaining a building or grading permit. Stormwater Concept Plan approval is required prior to the approval of a Conservation Plan for preliminary plat of subdivisions. [In

addition,t] The Conservation Plan shall require the following:

* * * * *

* c. Computations for pollutant reduction for stormwater management measures or offsets in the I-D-O Zone.

The Director of the Department of Environmental Resources may allow a Stormwater Concept Plan to be approved in lieu of a Stormwater Design Plan if there are exceptional circumstances applicable such that strict adherence to obtaining an approved Stormwater Design Plan prior to the approval of a Conservation Plan will result in unnecessary hardship to the applicant. Any applicant wishing to obtain a modification to the requirement for a Stormwater Design Plan must provide a written request to the Director which states the specific reasons why a modification should be granted. In all instances, at a minimum, a Stormwater Concept Plan shall be approved prior to the approval of a Conservation Plan, and a Stormwater Design Plan shall be approved prior to the issuance of a grading or building permit in the Chesapeake Bay Critical Area Overlay Zone.

Section 7.6 The Conservation Agreement.

[CONSERVATION AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 19____, by and between _____, hereinafter the "Applicant" and Prince George's County, Maryland, hereinafter the "County". The parties have expressly entered into this agreement to protect and preserve the fish,

plant, and wildlife habitats, to improve the water quality, and to mitigate the adverse impacts of development in the designated area(s) pursuant to the Prince George's County Chesapeake Bay Critical Area Program a/k/a

_____ Overlay Zone and located at [Subdivision name, block & lot; Tax map & parcel] with the project name of [street address]. The parties herein agree to the conservation measures listed below in accordance with the Prince George's County Code, Title 9, Natural Resources Article, and with all applicable county, state, and federal laws and regulations for conservation of the natural resources within Prince George's County.

WITNESSETH:

The Applicant seeks approval of the Conservation Plan submitted and attached hereto as CP-_____ which consists of the following elements:

1. Site Inventory
2. Development Concept
3. Preservation Plan for the protection of important

features, including:

- a. Buffer
- b. Nontidal Wetlands and Wetland Buffer
- c. Rare, Threatened, and Endangered Species Management

Areas

- d. Plant and Wildlife Management Areas
 - e. Anadromous Fish Spawning Areas
 - f. Steep Slopes
 - g. Natural Heritage Areas
4. Mitigation Plan
 5. Stormwater Management Plan
 6. Erosion and Sediment Control Plan
 7. Forest Management Plan, if commercial timber harvesting is proposed.

The County seeks to ensure that adequate conservation measures are performed under the terms of this agreement by the Applicant for the installation, maintenance, and preservation of the natural environment in Prince George's County.

IN CONSIDERATION of the mutual promises of the parties and the following terms and conditions, and in further consideration of the attached Conservation Plan, CP- _____, and other applicable plans as enumerated herein and the issuance of permits for the work proposed to be done by the Applicant, the parties agree as follows:

1. The Applicant has deposited with the County, and the County acknowledges that it holds, by its execution of this agreement, a cash bond, surety bond or letter of credit in the sum of _____ dollars, (\$ _____) under and subject to the terms of this agreement. This bond shall be held by the County for one (1) year after the completion of the project to insure that the

Applicant is in compliance with the terms of the Conservation Plan. The Department of Environmental Resources shall complete a final inspection of the site and certify that the Applicant has completed all conservation measures enumerated in the Conservation Plan.

2. The Applicant agrees to mitigate the adverse impact of development incurred by the proposed project by including the following elements in the Conservation Plan, where applicable:

- a. Erosion and Sediment Control Plan, Sub-exhibit ____.
- b. Stormwater Management Concept Plan, Sub-Exhibit ____.
- c. Buffer Management Plan, Sub-Exhibit ____.
- d. Habitat Protection Plan for Forests and Woodlands, Sub-Exhibit ____.
- e. Plant and Wildlife Habitat Protection Plan, Sub-Exhibit ____.
- f. Shore Erosion Protection Plan, Sub-Exhibit ____.
- g. Afforestation/Reforestation Plan, Sub-Exhibit ____.
- h. Timber Harvest Plan, Sub-Exhibit ____.

3. In the event that the conservation measures as practiced in the field are inadequate, the County shall require revisions to the Conservation Plan before any further work may be done on the project. The County may issue a stop work

order, where appropriate, to insure that the conservation measures of the Applicant are in conformity with the approved Conservation Plan. This bond shall be in the sum of

_____ dollars (\$_____), said bond shall be held by the County until the Department of Environmental Resources authorizes its release.

4. The Applicant may pay a fee-in-lieu, as defined in the Prince George's County Chesapeake Bay Critical Area Conservation Manual. For the subject parcel, the fee-in-lieu has been established as

_____ dollars (\$_____).

This fee shall be paid prior to the issuance of the building and grading permit. If there are any deficiencies at the time of the final inspection, the additional amounts shall be levied against the Applicant at this time. The amounts due and payable, after written notice by the County to the Applicant, shall be paid within thirty (30) days. No further work shall be done on the project until such fee(s) are paid in full to the County.

5. In the event the Applicant breaches the Conservation Agreement, the Applicant shall forfeit any bonds. The bonds shall be used by the County to restore the property. If the bonds are insufficient to pay the costs of restoration, the County shall place a lien against said property for all monies due and owing to the County.

6. The County shall have the right to enter upon the land and inspect at any time during the project. The County shall further have the right to enter upon the land and restore the property with the bond deposited with the County by the Applicant, should the Applicant fail to complete the project.

7. It is expressly agreed by all parties that it is the purpose and intent of this agreement to insure the installation, maintenance, and performance of conservation measures provided for the approved plans or revisions or modifications thereof, in the designated Critical Area Program or on a specific project approved herein. The parties further agree that this Conservation Agreement shall be governed by the and construed by the laws of the State of Maryland.

IN WITNESS, the parties have caused this agreement to be executed.

WITNESS OF ATTEST

APPLICANT

WITNESS OF ATTEST

DIRECTOR

DEPT. OF ENVIRONMENTAL

RESOURCES

PRINCE GEORGE'S COUNTY

* * * * *
*

The Prince George's County Planning Board certifies that this Conservation Agreement is in conformance with Conservation Plan CP-_____ approved by the Prince George's County Planning Board on _____ 19____.

WITNESS OF ATTEST

CHAIRMAN

PLANNING BOARD

PRINCE GEORGE'S COUNTY]

CONSERVATION AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 19____,
by and between _____,
(the "Applicant")
(property owner)
and Prince George's County, Maryland, a body corporate and
politic, (the "County").

WHEREAS, the parties have expressly entered into this Agreement to protect and preserve the fish, plant, and wildlife habitats, to improve the water quality, and to mitigate the adverse impacts of development in the area(s) designated under this Agreement pursuant to the Prince George's County Chesapeake Bay Critical Area Program _____

Overlay

(Overlay Zone)

Zone and located at

(Subdivision name, block & lot: Tax map &

parcel)

(th

e "Site")

(Street Address)

with the project name of, _____ (the "Project")

and;

WHEREAS, the parties herein agree to the conservation measures listed below in accordance with the Prince George's County Code, and the Maryland Annotated Code, Title 9, Natural Resources Article, and with all applicable County, State, and federal laws and regulations for conservation of the natural resources within Prince George's County, and;

WHEREAS, Natural Resources Article 8-1808 requires local jurisdictions to develop and implement a Chesapeake Bay

Critical Area Program, and;

WHEREAS, on October 21, 1987, the Chesapeake Bay Critical Area Commission (the "Commission") approved the County's Chesapeake Bay Critical Area Program (the "Program"), and the County is therefore responsible for implementing and enforcing the Program originally approved by the Commission and any amendments thereto.

WITNESSETH:

The Applicant seeks approval of the Conservation Plan submitted and attached hereto as CP- (the "Conservation Plan") which consists of some or all of the following elements:

- 1. Site Inventory;
- 2. Development Concept;
- 3. Preservation Plan for the protection of important features, including:
 - a. Buffer;
 - b. Nontidal Wetlands and Wetland Buffer;
 - c. Rare, Threatened, and Endangered Species Management Areas;
 - d. Plant and Wildlife Management Areas;
 - e. Anadromous Fish Spawning Areas;
 - f. Steep Slopes;
 - g. Natural Heritage Areas;
- 4. Mitigation Plan;
- 5. Stormwater Management Plan;

6. Erosion and Sediment Control Plan;

7. Forest Management Plan, if commercial timber harvesting is proposed.

The County seeks to ensure that adequate conservation measures are performed under the terms of this Agreement by the Applicant for the installation, maintenance, and preservation of the natural environment in Prince George's County.

IN CONSIDERATION of the mutual promises of the parties and the following terms and conditions contained herein, and the attached Conservation Plan, and other applicable plans as enumerated, herein and the issuance of permits for the work proposed to be done by the Applicant, the parties agree as follows:

1. By execution of this Agreement the Applicant agrees to deposit with the County by execution of this Agreement, a cash bond, surety bond, or letter of credit in the sum of _____ dollars

(\$ _____), for the property(s) identified in the Conservation Plan and subject to the terms of this Agreement. The bond or letter of credit shall be posted prior to the issuance of a building or grading permit and shall be held by the County for one (1) year after the completion of the Project to insure that the Applicant is in compliance with the terms of the Conservation Plan and this Agreement. The Department of Environmental Resources shall complete a final inspection of the Site to certify whether or not the Applicant has completed

all conservation measures enumerated in the Conservation Plan and to assure that all required plantings are surviving.

If the subject property is conveyed while the bond or letter of credit is being held by the County, the original bond or letter of credit shall remain in effect and binding upon the Applicant until such time that the current owner(s) posts a new bond or letter of credit and executes a new Conservation Agreement.

2. The Applicant agrees to mitigate the adverse impact of development incurred by the Project by including the following elements in the Conservation Plan, where applicable:

- a. Erosion and Sediment Control Plan, Subexhibit .
- b. Stormwater Management Plan, Subexhibit .
- c. Buffer Management Plan, Subexhibit .
- d. Habitat Protection Plan for Forests and Woodlands, Subexhibit .
- e. Plant and Wildlife Habitat Protection Plan, Subexhibit .
- f. Shore Erosion Protection Plan, Subexhibit .
- g. Afforestation/Reforestation Plan, Subexhibit .
- h. Timber Harvest Plan, Subexhibit .

3. In the event that the conservation measures as practiced in the field are inadequate, the County may require revisions to the Conservation Plan before any further work may be done on the Project.

4. If the applicant demonstrates to the satisfaction of

the County through the development of the Conservation Plan that reforestation requirements can not be accomplished on the Site or off the Site within the Critical Area, then the Applicant may pay a fee-in-lieu as defined in the Prince George's County Chesapeake Bay Critical Area Conservation Manual. For the Site, the fee-in-lieu has been established as _____ dollars, (\$ _____). This fee shall be paid prior to the issuance of a building or grading permit.

5. In the event the Applicant breaches the Conservation Plan and/or this Agreement, the County may issue a stop work order. Fines and mitigation shall be imposed in accordance with the provisions of the County Code, the County's Chesapeake Bay Critical Area Conservation Manual, this Agreement, and any other applicable County or State regulations.

6. If the Applicant fails to complete the Project or fails to correct any violation of the Conservation Plan or this Agreement within the time specified under the violation notice(s), all or a portion of the bond or letter of credit posted pursuant to this Agreement and any amendments thereto may be forfeited. If the bond or letter of credit is insufficient to satisfy imposed fines or to pay the costs of restoration, the County may place a lien on said property for all monies due and owing to the County. If reforestation requirements are not satisfied, then all bond monies collected, or a portion thereof, shall be placed in the County's

Chesapeake Bay Critical Area Reforestation Fund.

7. The Applicant agrees that all work activities shall occur within the approved limits of disturbance on the Conservation Plan. This includes all grading, construction, clearing of vegetation, storage of materials, deposition of sediment, vehicular access, utility connections, and landscaping. Live vegetation may not be removed within tree save areas unless it is done in compliance with a Forest Management Plan that has been approved by a Bay Watershed Forester with the Maryland Department of Natural Resources, or a Forest Resources Planner with the Prince George's County Department of Environmental Resources. Work occurring outside of the approved limits of disturbance shall be considered a violation to the Conservation Plan.

8. The County shall have the right to enter upon the land and inspect the Site at any time during the Project. The County shall further have the right to enter upon the land and restore the site with the bond deposited with the County by the Applicant, should the Applicant fail to complete the Project or to comply with the terms of the Conservation Plan and this Agreement.

9. This Agreement shall be recorded among the land records of Prince George's County prior to the approval of final plat of subdivision or prior to the issuance of a building or grading permit for the Site.

10. It is expressly agreed by all parties that it is the

purpose and intent of this Agreement to insure the
installation, maintenance, and performance of conservation
measures provided for in the approved Conservation Plan or
revisions or modifications thereof, in the designated Critical
Area Overlay Zone or on the specific Site or Project approved
herein. The parties further agree that this Agreement shall be
governed and construed by the laws of the State of Maryland.

IN WITNESS, the parties have caused this Agreement to be
executed.

WITNESS

APPLICANT

WITNESS

DIRECTOR

DEPT. OF ENVIRONMENTAL

RESOURCES

PRINCE GEORGE'S COUNTY

* * * * * *

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The Prince George's County Planning Board certifies that this

Conservation Agreement is in conformance with Conservation Plan
CP-_____ approved by the Prince George's County Planning
Board on _____, 19_____.

WITNESS

CHAIRMAN

PLANNING BOARD

PRINCE GEORGE'S COUNTY

Section 8. ACTIVITING AND OPERATING UNDER A BUILDING/GRADING PERMIT

Section 8.4. During Construction

It is extremely important that [the] all construction activities are in compliance with the approved Conservation Plan. All construction activities shall occur within the approved limits of disturbance. This includes all grading, clearing, vegetation removal, stockpiling of materials, deposition of sediment, landscaping, and vehicular traffic. The building or grading inspector may initiate changes in the field if the Conservation Plan as approved does not provide adequate environmental protection and the change does not constitute a violation of any approved plan, regulation, or condition applicable to the subject property. Unauthorized

deviations from the Conservation Plan may result in stop work orders, revocation of permits, expensive mitigation, fines, and unwanted delays. Approval must be granted prior to deviating from the Conservation Plan. This includes, but is not limited to, changes in the limits of disturbance, removing trees which are shown to be saved, substituting materials (i.e. asphalt for gravel), and changing the location of a building footprint.

If the approved Conservation Plan is violated, the area disturbed or constructed in violation must be restored to conform to the approved Conservation Plan, unless a revised Conservation Plan is received and approved to reflect the "as built" condition. [The building and/or grading inspector may authorize changes in the field if the Conservation Plan as approved does not provide adequate environmental protection.] Section 9 herein outlines the procedure of obtaining revisions to an approved Conservation Plan.

Section 9.1. Minor Revisions

Minor Revisions are those activities which do not result in a substantial change to the approved Conservation Plan. The following are Minor Revisions:

* * * * *

* * * * *

3. Revisions to site design (e.g. materials or structure location) provided that the existing property is in conformance with the requirements of the Zoning Ordinance and the Chesapeake Bay Critical Area Overlay Zone and the proposed

change will retain this conformance.

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Section [9.1] 9.2. Major Revisions

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Section 10. Grandfathered Uses and Activities.

Certain uses and activities are grandfathered in the Chesapeake Bay Critical Area Overlay Zone. Activities which are grandfathered are simply grandfathered from the stand point that they are allowed to remain or proceed. No activity is grandfathered from the requirement to either obtain an approved Conservation Plan and Conservation Agreement prior to obtaining a building or grading permit, or to obtain a waiver of this requirement pursuant to the conditions set forth in the Introduction Section of this Manual. Through the development of a Conservation Plan and Conservation Agreement, grandfathered activities shall comply with the provisions of the Chesapeake Bay Critical Area Overlay Zone insofar as possible. Grandfathered activities are not exempt from the development requirements as set forth in COMAR 14.15.03 (Water Dependant Facilities) and COMAR 14.15.09 (Habitat Protection Areas).

Following is a summary of the uses and activities that are grandfathered:

- 1. Any use in existence prior to January 15, 1988, may

continue, unless the use has been abandoned for more than one year or is otherwise restricted by other County ordinances or regulations. A development activity shall be deemed a use in existence and may be completed in accordance with the provisions of the underlying zone if it had progressed to the point of the pouring of the foundation footings or the installation of structural members prior to January 15, 1988, pursuant to a valid building permit. If any grandfathered use does not comply with the provisions of the Chesapeake Bay Critical Area Overlay Zone, its expansion or alteration may be permitted only in accordance with the Special Exception provisions outlined in Part 3, Division 6, and Part 4 of the County Zoning Ordinance.

2. In zones in which one-family detached dwellings are allowed, a single lot or parcel of land that was legally recorded prior to January 15, 1988, may be developed with a one-family detached dwelling, if a dwelling is not already in place there, even if such development is inconsistent with the density provisions of the Chesapeake Bay Critical Area Overlay Zone. Such development, however, shall be consistent with the density provisions of the underlying zone.

3. Land that was subdivided into recorded, legally buildable lots, where a subdivision plat and a Detailed Site Plan received approval between June 1, 1984, and January 15, 1988, may be developed in accordance with the Detailed Site Plan approved by the Planning Board unless otherwise restricted

by other County ordinances or regulations. These subdivisions were approved, and limits of disturbances were established, under the interim findings procedures set forth in the Maryland Annotated Code, Natural Resources Article 8-1813. In these instances the Detailed Site Plan shall serve as the approved Conservation Plan.

[Where To Go For Help

General information on the Conservation Plan and Agreement requirements:

Prince George's County

Department of Environmental Resources

Environmental Policy Branch

County Administration Building

Room L-5

Upper Marlboro, Maryland 20772

(301) 952-3749

Maryland-National Capital Park and Planning Commission

Natural Resources Division

County Administration Building

Room 4120

Upper Marlboro, Maryland 20772

(301) 952-3650

Technical assistance and approval of Soil Erosion and Sediment Control Plans:

Prince George's Soil Conservation District

County Administration Building

Upper Marlboro, Maryland 20772

(301) 952-3930

Technical assistance and approval of Stormwater Management

Concept Plans:

Department of Environmental Resources

Prince George's County

Watershed Protection Branch

1220 Caraway Court

Landover, Maryland 20785

925-1745

Information on Forest Management Plans for commercial timber
harvesting:

Department of Natural Resources

Maryland Park and Wildlife Service

Bay Watershed Forester

P.O. Box 2746

La Plata, Maryland 20744

(301) 765-5779

The following references are also available:

Maryland Standards and Specifications for
Soil Erosion and Sediment Control, 1983:

Water Resources Administration

Erosion and Sediment Control Division

Tawes State Office Building

Annapolis, Maryland 21401

Prince George's County Code, 1983 Edition, 1985 Supplement:

Prince George's County
Documents Library
County Administration Building
Upper Marlboro, Maryland 20772

Soil Survey Prince George's County Maryland, 1967:

Prince George's Soil Conservation District
County Administration Building
Upper Marlboro, Maryland 20772
(301) 952-3930

Requirements for Commercial Timber Harvesting in the
Critical Area,

Prince George's County, 1987:

Department of Natural Resources
Maryland Park and Wildlife Service
Route 4, Box 106-A
Brandywine, Maryland 20613
Division of Environmental Planning
Department of Environmental Resources
Prince George's County
County Administration Building
Upper Marlboro, Maryland 20772
Natural Resources Division
Maryland-National Capital Park
and Planning Commission
County Administration Building
Upper Marlboro, Maryland 20772]

Appendix B. COMMERCIAL TIMBER HARVESTING REQUIREMENTS

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Approval Process

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6. Upon approval of the Forest Management Plan, it may be submitted in conjunction with an approved Erosion and Sediment Control plan to the Prince George's County Department of Environmental [Protection] Resources, [Land and Water Resources Section] Environmental Services Section, for inclusion in a Conservation Agreement.

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* SECTION 3. BE IT FURTHER ENACTED that the Conservation Manual, as revised on January 15, 1992, a copy of which has been filed with the Clerk's Office, be and the same is hereby adopted.

SECTION 4. BE IT FURTHER ENACTED that this Ordinance shall take effect on December 31, 1992, or when approved by the Chesapeake Bay Critical Area Commission, whichever later occurs.

Adopted this _____ day of _____, 1992.

GEORGE'S

OF

COUNTY,

COUNTY COUNCIL OF PRINCE

COUNTY, MARYLAND, SITTING AS THE
DISTRICT COUNCIL FOR THAT PART

THE MARYLAND-WASHINGTON REGIONAL
DISTRICT IN PRINCE GEORGE'S

MARYLAND

BY:

Richard J. Castaldi
Chairman

ATTEST:

Joyce T. Sweeney
Acting Clerk of the Council

KEY:

Underscoring indicates language added to existing law.
[Brackets] indicate language deleted from existing law.
Asterisks *** indicate intervening existing Code provisions
that
 remain unchanged.