

AGENDA

WORCESTER COUNTY COMMISSIONERS

Worcester County Government Center, Room 1101, One West Market Street, Snow Hill, Maryland 21863

The public is invited to view this meeting live online at - <https://worcestercountymd.swagit.com/live>
Meeting Attendees are required to wear face coverings and practice social distancing.

July 21, 2020

Item #

9:00 AM - Vote to Meet In Closed Session in Commissioners' Meeting Room - Room 1103
Government Center, One West Market Street, Snow Hill, Maryland

9:01 - Closed Session: Discussion regarding hiring for vacant positions within Public Works and the Jail, and other personnel matters; receiving legal advice from Counsel; and performing administrative functions

10:00 - Call to Order, Prayer (Pastor Dale Brown), Pledge of Allegiance

10:01 - Report on Closed Session; Review and Approval of Minutes of July 7, 2020

10:05 - Presentations of Commendation: Maryland Middle School Principal of the Year and 2020 Worcester County Page 1-2

10:10 - Chief Administrative Officer: Administrative Matters

(Board of Education Fund Transfer Request, Pending Board Appointments, CDBG Rehab Program Bid Package, CDBG COVID Grant Agreement, West OC Boat Slip Bid, Potential Lease of Warehouse Space, Declaration of Official intent for the Newark Spray Irrigation, FY21 Asphalt Overlay Bid, Skyline Technology Solutions Yearly Maintenance Contract, GIS Fee Waiver Request, 2020 Hazard Mitigation Plan Public Hearing Request, COVID Enforcement, and potentially other administrative matters) 3-14

10:20 -

10:30 -

10:40 -

10:50 -

11:00 - Public Hearing: Bill 20-6 on Home Occupations in the E-1 District 15

11:10 - Closed Session: Conducting an Employee Disciplinary Hearing

11:20 - Chief Administrative Officer: Administrative Matters 3-14, continued

11:30 -

11:40 -

11:50 -

12:00 - Questions from the Press; County Commissioner's Remarks

Lunch

1:00 PM - Chief Administrative Officer: Administrative Matters (If Necessary) 3-14, continued

1:10 -

1:20 -

1:30 -

AGENDAS ARE SUBJECT TO CHANGE UNTIL THE TIME OF CONVENING

Hearing Assistance Units Available - see Weston Young, Asst. CAO.

Please be thoughtful and considerate of others.

Turn off your cell phones & pagers during the meeting!

Minutes of the County Commissioners of Worcester County, Maryland

July 7, 2020

Joseph M. Mitrecic, President
Theodore J. Elder, Vice President
Anthony W. Bertino, Jr.
Madison J. Bunting, Jr.
James C. Church
Joshua C. Nordstrom
Diana Purnell

Following a motion by Commissioner Elder, seconded by Commissioner Bertino, the Commissioners unanimously voted to meet in closed session at 9:00 a.m. in the Commissioners' Meeting Room to discuss legal and personnel matters permitted under the provisions of Section 3-305(b)(1) and (7) of the General Provisions (GP) Article of the Annotated Code of Maryland and to perform administrative functions, permitted under the provisions of Section GP 3-104. Also present at the closed session were Chief Administrative Officer Harold L. Higgins, Assistant Chief Administrative Officer (ACAO) Kelly Shannahan, incoming ACAO Weston Young; County Attorney Roscoe Leslie, Public Information Officer Kim Moses, and Human Resources Director Stacey Norton. Topics discussed and actions taken included: hiring Christine Watsky as a Transfer Station Attendant and Craig Koerner as a Landfill Operator I within the Solid Waste Division, and Preston Frey as a Roads Worker II within the Roads Division of Public Works, Wilna Cange and Demond Selby as Correctional Officer Trainees and temporarily promoting Jenna McGoogan from Corporal to Sergeant within the County Jail, and other personnel matters; receiving legal advice from counsel; and performing administrative functions, including: receiving the FY20 monthly financial update and discussing potential board appointments.

Following a motion by Commissioner Nordstrom, seconded by Commissioner Bunting, the Commissioners unanimously voted to adjourn their closed session at 9:49 a.m.

After the closed session, the Commissioners reconvened in open session. Commissioner Mitrecic called the meeting to order, and following a morning prayer by Father John Solomon, of Holy Savior Roman Catholic Church in Ocean City, and pledge of allegiance, announced the topics discussed during the morning closed session.

The Commissioners reviewed and approved the open and closed session minutes of their June 16, 2020 meeting as presented and approved a correction to the previously-approved June 2 open session minutes.

The Commissioners presented Recreation and Parks Director Kelly Rados with a proclamation recognizing July as Park and Recreation Month and recognizing that summer is a great time to get out, get active, and discover all that Worcester County recreation programs and parks have to offer those of all ages.

The Commissioners reviewed and discussed various board appointments.

Upon a nomination by Commissioner Purnell, the Commissioners unanimously agreed to appoint Ivy Wells to fill the vacant business representative position on the Lower Shore Workforce Development Board for the remainder of a four-year term expiring September 30, 2021.

Upon a nomination by Commissioner Nordstrom, the Commissioners unanimously agreed to appoint Sharon Dryden to the Social Services Advisory Board for the remainder of a three-year term expiring June 30, 2021 to fill the vacancy created by the resignation of Wayne Ayer. Commissioner Mitrecic requested County staff issue a press release encouraging those interested in becoming more involved in the community to volunteer on a Worcester County board or commission.

Pursuant to the request of Superintendent of Schools Lou Taylor and upon a motion by Commissioner Bertino, the Commissioners unanimously approved the reallocation of \$82,000 within the Board of Education (BOE) budget to replace a failing, 30-year-old, gasoline underground storage tank with a new above ground tank. These funds were available due to cost savings in design engineering services for the Pocomoke Middle School (PMS) roof replacement project.

In a related matter, Mr. Taylor asked the Commissioners to pray for BOE member Bill Gordy who is battling leukemia at Johns Hopkins Hospital in Baltimore.

Pursuant to the request of Sheriff Matthew Crisafulli and upon a motion by Commissioner Bertino, the Commissioners unanimously authorized Commission President Mitrecic to sign the Agreement Reaffirming the Worcester County Bureau of Investigation (CBI). This agreement is between the Sheriff's Office, Maryland State Police, Berlin Police Department, Pocomoke City Police Department, County Commissioners, and the State's Attorney's Office, effective July 1 through December 31, 2020, with the terms of subsequent agreements to be effective throughout each calendar year. Sheriff Crisafulli advised that the last agreement was signed on May 13, 1997, and CBI has been operating without a formal agreement since that document expired.

Pursuant to the recommendation of Development Review and Permitting Director Ed Tudor and upon a motion by Commissioner Bunting, the Commissioners unanimously adopted the Findings of Fact and Resolution 20-20, establishing the Shady Side Village Residential Planned Community (RPC) floating zone for a proposed 37-unit townhouse development located on the southerly side of MD Rt. 707, west of Greenridge Lane, and more specifically identified on Tax Map 26 as Parcel 157, as conceptually approved after the public hearing on June 16, 2020.

Pursuant to the request of Mr. Tudor and upon a motion by Commissioner Nordstrom, the Commissioners voted 6-1, with Commissioner Bunting voting in opposition to approve two sets of bid specifications for the demolition of a nuisance structure located at 2816 Snow Hill Road in Girdletree and identified on Tax Map 79 as Parcel 250. Mr. Tudor stated that one of two letters notifying the property owner to correct the nuisance was signed for; however, the owner has not requested a hearing before the Commissioners, and no work has been done to abate the nuisance.

He stated that, in response to a request by Commissioner Mitrecic on May 5, 2020 that the structure be removed in a manner that would allow for the repurposing of the wood material instead of conventional demolition, staff developed two sets of bid specifications, one is for the purposeful deconstruction of the structure, and the other includes standard demolition of the structure, in the event that the County receives no bids for the deconstruction and repurposing of materials.

Pursuant to the request of Public Works Director John Tustin and upon a motion by Commissioner Bertino, the Commissioners unanimously awarded the low bid for the rehabilitation of treatment unit no. 3 at the Ocean Pines Wastewater Treatment Plant (WWTP) to M2 Construction, Inc. of Landisville, PA at a total cost of \$469,476. Funding is included in the 2019 Bond Issue for this project.

Pursuant to the request of Mr. Tustin and upon a motion by Commissioner Bertino, the Commissioners unanimously accepted the proposal from George, Miles, and Buhr (GMB) at a total cost of \$16,650 for construction administration and inspection services for phase one of the Ocean Pines WWTP treatment unit no. 3 rehabilitation project. Funding is included in the 2019 Bond Issue for this project.

Pursuant to the request of Mr. Tustin and upon a motion by Commissioner Bertino, the Commissioners unanimously approved Change Order No. 1 with Baldwin Industries for the Ocean Pines north water tower rehabilitation project in the amount of \$33,095 to address leaks found in the tower after cleaning, increasing the original contract cost from \$297,200 to \$330,295. Mr. Tustin stated that future change orders are anticipated to fully rehabilitate the water tower. The 2019 Bond Issue included \$500,000 for this project.

Pursuant to the request of Mr. Tustin and upon a motion by Commissioner Bertino, the Commissioners unanimously awarded the low bid for the rehabilitation of pump stations S and P at the Ocean Pines WWTP to Retallack and Sons of Easton, Maryland at a total bid price of \$390,719.63. The 2019 Bond Issue included \$500,000 for this project.

Pursuant to the request of Mr. Tustin and upon a motion by Commissioner Church, the Commissioners unanimously accepted the proposal from EA Engineering, Science, and Technology (EA) at a total cost of \$39,280.39 for engineering services, construction administration, and inspection services during the bidding and construction phases of the Ocean Pines pump stations S and P rehabilitation project. Funding is included in the 2019 Bond Issue for this project. Mr. Tustin noted that this bid is higher than the bid awarded to GMB for the Ocean Pines WWTP treatment unit no. 3 rehabilitation project because this is a much more intricate and detailed project. The 2019 Bond Issue included \$500,000 for this project.

Pursuant to the request of Mr. Tustin and upon a motion by Commissioner Bunting, the Commissioners unanimously agreed to waive the standard bid process and accepted the proposal from Hartwell Engineering of Stevensville, Maryland to pre-purchase pump control panels for Ocean Pines Sanitary Service Area (SSA) pump stations S and P at a cost of \$28,500 each. This proposal reflects a savings of \$4,200 per panel and is part of efforts by the Water and

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Wastewater Division of Public Works to use this standardized control panel for all pump stations. Mr. Tustin advised that the 2019 Bond Issue included \$500,000 for this project.

Pursuant to the request of Mr. Tustin and upon a motion by Commissioner Purnell, the Commissioners unanimously approved bid specifications to replace the roof systems on the Commission on Aging (COA) Charles and Martha Fulton Senior Center and the Animal Control building, with funds of \$300,000 for the senior center and \$50,000 for the Animal Control building available within the FY20 budget for these expenses.

The Commissioners met with Mr. Tustin to review the results of a speed study on Fleetway Drive, which was conducted from May 26 to June 2, 2020 to address complaints of speeding vehicles. Mr. Tustin stated that the road is unposted; therefore, a speed limit of 50 miles per hour (mph) governs. He then reviewed the results and noted that 1,398 vehicles or 98.8% of drivers traveled at 35 mph or lower, and 17 vehicles or 1.2% of drivers traveled at 36 mph or higher on Fleetway Drive during the speed study, with one vehicle traveling at 70 mph. Therefore, Mr. Tustin recommended that Fleetway Drive be posted at 30 mph to provide a more uniform speed limit throughout the Cape Isle of Wight area.

Upon a motion by Commissioner Church, the Commissioners concurred with staff's recommendation to establish the 30 mph speed limit and post speed limit signs and agreed to request that the Sheriff's Office enforce the new speed limit on this previously unposted road.

The Commissioners met with Mr. Tustin to address an email from Bishopville residents Judy and Michael Evans regarding traffic concerns on Saturdays on Bishopville Road, a State highway, and St. Martin's Neck Road (SMNR), a County road that intersects with both Bishopville Road and MD Rt. 90. He stated that because MD Rt. 90 is controlled by a signal operated by the State Highway Administration (SHA) that gives preference to those traveling eastbound to Ocean City, weekend traffic on SMNR often backs up to Lighthouse Sound and further. He stated that last year SHA extended a short right turn lane for those heading towards Ocean Pines, but those taking SMNR are largely headed to Ocean City not Ocean Pines. He stated that the County has done everything possible to address traffic; however, this is predominantly a SHA issue. He noted that SHA has agreed to contact the GPS companies to request that they change the algorithms that direct beach traffic onto these roads. SHA may also consider installing a temporary speed message sign and/or a variable message sign to advise of heavy traffic on the road. He noted that this issue is not unique to Worcester County, but is a nationwide problem. The Commissioners thanked Mr. Tustin for the update.

Pursuant to the recommendation of Mr. Tustin in response to a request by Stephen Decatur High School (SDHS) Cross Country Coach Joseph Stigler and Principal Thomas Sites and upon a motion by Commissioner Elder, the Commissioners unanimously authorized the SDHS Cross Country Team to use the Berlin Landfill from early September through mid-October 2020 for cross country training and as part of their home cross country course on Wednesdays when the Homeowner Convenience Center is closed. The Commissioners also authorized future requests to be approved by County Administration, as long as no major changes are made to the logistics. In response to a question by Commissioner Nordstrom, Mr. Tustin advised that the team has utilized a portion of the capped and closed Berlin landfill mound

in a very limited capacity and under tightly controlled circumstances.

The Commissioners met with law enforcement officials from agencies throughout the County to discuss the use of force and police training. Sheriff Matt Crisafulli thanked the Commissioners for inviting law enforcement to discuss recent incidents in the nation involving police actions, specifically the death of George Floyd, which was deeply disturbing and inconsistent with police training and protocols in this area. He stated that each state has different standards for hiring, training, and certifying police officers, noting that Maryland has some of the highest standards for training and selection in the nation. He also stated that in 1979 the Maryland Legislature established the 24-member Maryland Police Training and Standards Commission, which consists of police officers, civilians, and elected officials from across Maryland, to govern police certification and assure a consistent standard of training throughout the State. He then advised that every police officer in the State must receive and maintain certification from this commission, training is ongoing, and officers are required to treat every citizen with dignity and respect. Sheriff Crisafulli concluded that the agencies present today have worked to build strong ties with all of the communities in the County.

In response to questions by Commissioner Bertino, John Moses, director of the Eastern Shore Criminal Justice Academy at Wor-Wic Community College (WWCC), which trains police and corrections officers from the nine Eastern Shore counties, discussed the training that officers receive at the academy, noting that law enforcement is constantly evolving in Maryland. Specifically, in 1995 the State moved from applying a knee on the neck (a standard Federal Bureau of Investigation technique) to a knee on the back technique to restrain resistant suspects. More importantly, they are now trained to assess a person's health and get that individual off his belly and onto his feet. He noted that officers only use force two percent of the time and are trained with the verbal skills necessary to de-escalate a situation. He stated that Maryland has not had incidences of police shooting unarmed individuals, and this is likely due to the amount of training that the officers receive. For example, he pointed out that the State of Georgia only requires an individual to complete 330 hours of training to become a certified police officer, while Maryland requires an individual to complete 950 hours of training, and those enrolled in the police academy at WWCC must complete 1,000 hours of training.

Commissioner Purnell expressed concern regarding institutional racism, specifically the disparity that exists between the treatment of white and black individuals. Mr. Moses shared her concerns, noting that recruits who come through the police academy are trained to treat every person fairly and impartially. He also advised that leadership from all the local law enforcement agencies meet twice a year among themselves and meet annually with the National Association for the Advancement of Colored People (NAACP) to have open conversations. He then urged the Commissioners and area residents to participate in the Citizens Police Academy, which is a program conducted by the Ocean City Police Department to learn more about community policing.

In response to a question by Commissioner Elder regarding the criteria behind the use of deadly force, State's Attorney Kris Heiser stated that feelings can be heightened, particularly on cases highlighted in the news; however, she cannot comment on a situation that occurs outside of her jurisdiction without having all of the facts involved in the case. She stressed, rather, that a discussion about police training is always important. She also noted that mutual respect, training and education are a two-way street for law enforcement and the public. She then reviewed the

numerous education programs that are available to the public to learn more about law enforcement training and actions. For example, Ms. Heiser noted that she teaches a segment on the State's Attorney's Office during the Citizens Police Academy. With regard to determining whether lethal force is permitted in an individual instance, she concluded that justice takes time. Mr. Moses stated that law enforcement personnel are taught that use of force is a last resort. However, for the average officer who has a gun pulled on him or her, that individual has less than 2.5 seconds to make a decision whether to use force. He further stressed that each police officer has the right to protect himself or herself. He then reviewed the testing, training, and tools used to shape a police officer's decision whether to use force.

Commissioner Bunting expressed his respect for law enforcement and thanked those officers present for meeting with the Commissioners to discuss this topic. In response to questions by Commissioner Bunting, Mr. Moses stated that 201 instructors from each of the police agencies on the Eastern Shore participate in the six-month, military-style police academy training program. He stated that, unlike the Maryland State Police (MSP) training program, which is funded by the State of Maryland, there are no live-in barracks for recruits completing the WWCC police academy, as Maryland law prohibits dorms on community college campuses. Furthermore, constructing barracks off-premise would increase program costs incurred by Worcester and Wicomico Counties by roughly 60%. He concluded that, after recruits graduate from the police academy, they are required to complete an additional one-hundred hours of field training with their respective law enforcement agencies.

Commissioner Church commended law enforcement personnel, noting that these are some of the most under-appreciated professionals in the country, and many citizens have no idea what their job responsibilities include on a daily basis. In response to concerns raised by Commissioner Church, Mr. Moses stated that local testing and training protocols are designed to identify individuals who are not fit to serve in law enforcement. For example, he noted only two out of every 10 applicants will meet the qualifications to be hired by area police agencies, and roughly six out of 25 students in each WWCC police academy class will quit or be dismissed from the program.

Following much discussion, the Commissioners thanked Mr. Moses, Ms. Heiser, and all law enforcement in attendance for meeting with them.

The Commissioners conducted a public hearing to receive public comment regarding the estimated cost of construction for the spray irrigation project in the Newark Sanitary Service Area (SSA). Public Works Director John Tustin reviewed the history and scope of the project, which includes constructing a spray irrigation site on 42 acres of County-owned farmland, north of the Worcester County Developmental Center (WCDC). He stated that the project will eliminate the surface water discharge to Windmill Creek from the Newark Wastewater Treatment Plant (WWTP), as required through a 2014 consent order from the Maryland Department of the Environment (MDE). He stated that the County has been awarded MDE funding of \$2.1 million, which includes a \$1.05 million low-interest loan to be repaid over a 30-year term and a \$1.05 million grant. He pointed out that the County successfully reduced anticipated construction costs from \$2.3 to \$1.6 million for a total project cost of \$2.1 million. In response to a question by Commissioner Elder, Assistant Finance Officer Jessica Wilson stated that 192 sewer EDUs have been assigned to serve existing properties, and one additional EDU was assigned for use during the completion of a State Highway Administration (SHA) project.

Mr. Tustin stated that the Newark WWTP is at maximum capacity and may need to be upgraded to serve additional homes.

Commissioner Mitrecic opened the floor to receive public comment.

Susan Age of Newark advised that this project will increase her monthly costs of \$27 per quarter for water by an additional charge of \$55 for sewer per quarter for a 30-year term. In response to a question by Commissioner Elder, Ms. Wilson stated that the average cost for sewer in the Mystic Harbour SSA is \$66 per quarter for 40 years. Ms. Age opposed the project costs, noting that the County is doing nothing to help Newark residents shoulder these project costs.

Joan Scott of Newark stated that neither she nor any of her neighbors were personally notified by the County about this hearing, and she stated that it would be appreciated if the County would send personal letters to those who will be impacted by future projects rather than simply advertising the hearing in the newspaper. She stated her understanding that the County is under a consent order to complete the project, but noted that the County never proposed alternatives to the exorbitant project costs the small Newark community is being asked to shoulder. She concluded that the cost increase is too much for her family to cover and asked the County to provide additional funding support for this project. In response to questions by Ms. Scott, Mr. Tustin reviewed the steps taken by County staff to reduce initial project costs. Ms. Wilson advised that 50% of project costs will be covered by the \$1.05 million MDE grant (loan forgiveness program). In response to questions by Ms. Scott, Commissioner Mitrecic confirmed that the Glen Riddle and West Ocean City SSAs pay the Ocean Pines and Ocean City SSAs to treat and then discharge effluent from their respective service areas. Commissioner Elder expressed concern that the County did not send individual letters to Newark residents informing them about the public hearing today.

John Kumer of Newark expressed concerns regarding existing water costs, how he thought those costs would be reduced by sharing expenses with the Arcadia subdivision, rust in the water, and now the lack of test results to identify the level of contaminants in the effluent being treated at the Newark WWTP and the environmental need for the spray irrigation project. In response to questions by Commissioner Elder, Mr. Tustin confirmed that County staff succeeded in securing a 50/50 mix of loan and grant funds from MDE, which substantially reduced the cost to residents to \$1.05 million.

In response to a request for clarification by Commissioner Bertino, Mr. Tustin stated that 40 water EDUs were originally allocated for use by the Arcadia subdivision, and the property owners have been paying those costs since that time.

Chief Administrative Officer Harold Higgins read a letter submitted by Justin Bradford of Newark opposing rising infrastructure costs, stating that area residents already pay one of the highest wastewater bills, and opposing the rising infrastructure costs.

Mr. Higgins read a letter submitted by Lola Bradford of Newark opposing the rising sewer costs to Newark residents for the new system and stating that the County's first priority should be eliminating the brown tint in their water.

Environmental Programs Director Bob Mitchell advised that this project is designed to eliminate the discharge of treated effluent from the Newark WWTP into Windmill Creek to meet the State's reduced nutrient requirements. He noted that the sewer line from the Board of Education (BOE) to the Newark WWTP is a dedicated line, and agricultural properties along that route cannot hook into that line because they are ineligible for public water and sewer.

In response to a question by Commissioner Nordstrom, Public Works Deputy Director

John Ross stated that preliminary engineering selected the spray irrigation project as the most cost-effective alternative for the residents of Newark, noting that it would be far more costly to upgrade the WWTP to an enhanced nutrient removal (ENR) system, and there is no land available to build a new WWTP. Furthermore, the State covered the cost of the study to consider whether the spray irrigation site would be adequate to serve the existing 192 EDUs that had already been allocated to customers in the Newark SSA; however, a developer interested in new development could fund an additional study to determine how much additional growth that site could accommodate. Ms. Wilson confirmed that repayment of the \$1.05 million loan is based on distributing project costs among the existing 192 EDUs over a 30-year period. In response to an additional question by Commissioner Elder, Mr. Ross stated that the Newark SSA did not qualify for additional grant funds due to the results of a salary survey, and he reiterated that the MDE grant resulted in a 50% reduction in costs to the residents.

In response to a request for clarification from Commissioner Bunting, Mr. Tustin reiterated that MDE ordered the County to enter into a consent order, which required the County to make these improvements by 2020.

In response to additional concerns raised by Ms. Scott, Commissioner Mitrecic noted that Newark customers would pay \$220 per EDU annually for these improvements, while by comparison he pays well over \$300 a quarter for water and sewer service in Ocean City.

There being no further public comment, Commissioner Mitrecic closed the public hearing.

The Commissioners recessed until 12:30 p.m.

Pursuant to the request of Assistant Finance Officer Jessica Wilson and upon a motion by Commissioner Bertino, the Commissioners unanimously authorized Commission President Mitrecic to sign closing documents and Resolution No. 20-21 providing issuance of a \$170,000 Public Facility Bond for loan no. 2 from the United States Department of Agriculture (USDA) for the Mystic Harbour effluent disposal and reuse project. Loan no. 2 is part of funding for this project that includes a mix of USDA loan and grant monies totaling \$3,450,000 as follows: loan no. 1 of \$2,450,000, grant no. 1 of \$750,000, loan no. 2 of \$170,000 and grant no. 2 of \$80,000.

Pursuant to the recommendation of Environmental Programs Director Bob Mitchell in response to a request by Ocean City Public Works Director Hal Adkins and upon a motion by Commissioner Bertino, the Commissioners unanimously agreed to waive the stormwater bond requirement of \$290,544 for the runway 14-32 project at the Ocean City Municipal Airport on MD Rt. 611.

Pursuant to the recommendation of Mr. Mitchell and upon a motion by Commissioner Bertino, the Commissioners voted 6-1, with Commissioner Elder voting in opposition, to schedule a public hearing to consider six applications to sell easements to the Maryland Agricultural Land Preservation Foundation (MALPF) in FY21 on the following properties: a 102-acre property owned by Freddie and Fay Fair and located on the west side of Steel Pond Road in Stockton and more specifically identified on Tax Map 93 as Parcel 41; a 210.13-acre property owned by Mark Gross on Harrison Road in Berlin and more specifically identified on Tax Map 32 as Parcel 217; a 53.8-acre property owned by Glenn and Jean Holland at Colona

Road and New Bridge Road in Pocomoke and more specifically identified on Tax Map 100 as Parcels 6, 55, and 84; a 139.97-acre property owned by Tom Wilkins et al. located on MD Rt. 364 near Pocomoke and more specifically identified on Tax Map 77 as Parcel 102; a 144.93-acre property owned by Aberdeen Farm, LLC on Sheephouse Road in Pocomoke and more specifically identified on Tax Map 92 as Parcel 69; and a 74.82-acre property owned by Jason and Kelly Lambertson at 3105 Sheephouse Road in Pocomoke and more specifically identified on Tax Map 92 as Parcel 8.

The Commissioners reviewed a letter from Craig Kuhn, Program Manager for the Maryland Department of Agriculture (MDA) Office of Forest Pest Management (FPM), advising that his office plans to conduct a cooperative gypsy moth population survey in fall 2020, which will include conducting approximately 105 surveys on non-State land in Worcester County to predict the level of gypsy moth caterpillar populations the following spring. This would allow the FPM to identify developing gypsy moth infestations and respond appropriately before significant damage occurs. He further noted that, the County's estimated portion of the 50/50 cost share would be \$1,575. This cost estimate does not include the cost of aerial spraying if necessary.

Following some discussion and upon a motion by Commissioner Elder, the Commissioners unanimously approved the 50% local cost share of approximately \$1,575 for the gypsy moth population survey to be conducted in Worcester County.

Tom Perlozzo, Director of Recreation, Parks, Tourism, and Economic Development, presented the updated proposal to the Commissioners for the Workforce Back to Business COVID-19 Assistance Grant Program. Mr. Perlozzo stated that the County received \$2.28 million from the Coronavirus Aid, Relief, and Economic Security (CARES) Act to help provide grant relief. He stated that \$2.18 million is proposed to be distributed in the form of grants and \$100,000 to administer the program as follows: \$60,000 to the Business Economic and Community Outreach Network (BEACON) at Salisbury University to evaluate and execute grant funds, \$10,000 for advertising, \$14,000 for board meeting payments, \$2,000 for office supplies, \$10,000 for administrative assistance, and \$4,000 for contingency. He reviewed the proposed program timeline as follows: application period from July 8-22, 2020; review and scoring from July 23 to August 6; review and discussion of applications by BEACON and the review committee on August 10; marginal application review on August 11; and recommendations to be submitted to County Administration for funding release on August 12. He stated that the proposed process was developed to be fair, flexible, transparent, and objective to spur the Worcester County economy.

In response to questions by Commissioner Nordstrom, Mr. Perlozzo confirmed that, if approved by the Commissioners, BEACON will receive and score all of the applications, which will then be reviewed by the review committee, consisting of Economic Development Advisory Board (EDAB) members and County business experts, including Natasha Owens, Steve Habeger, Joseph Schanno, Jennifer Frock, Stacy LeMay, Ross Bergey, and Dana Bodley, along with John Hickman and County staff as non-voting members. He stated that review committee members would receive the standard expense allowance of \$50 per meeting for participating in this process.

Commissioner Bertino questioned whether BEACON is integral to successfully

executing the grant program or whether the County could do the intake and score the applications and use the \$60,000 savings to award additional grants. Mr. Perlozzo stated that the staff and review committee cannot take on a project of this magnitude without assistance from an objective, third-party with the skill set to process and score the applications. Commissioner Bertino expressed concern regarding subjective questions that could impact whether or not a business may receive grant funding through this program. Economic Development Deputy Director Lachelle Scarlato noted that BEACON's involvement assures a fair, transparent, equitable process that removes County employees from the award process. She stated that all applications will be submitted online to be date and time-stamped.

Following some discussion and upon a motion by Commissioner Bertino, the Commissioners unanimously agreed to eliminate subjective questions 31, 32, and 33, which would require judgement-based scoring, from the Workforce Back to Business COVID-19 Assistance Grant Application scoring sheet.

Commissioner Bunting stated that he too would prefer not to allocate \$60,000 to BEACON and instead use those funds to award additional grants. In response to a question by Commissioner Nordstrom, Ms. Scarlato advised that BEACON has the staff needed to dispense grant funds by August, whereas the process would be delayed by months if handled in-house by County staff and EDAB members. Chief Administrative Officer Harold Higgins concurred, noting for example that if the County receives 500 applications and spends just one hour on each application that would equate to 500 hours or 12.5 weeks for a County staff member to complete the review process. In response to concerns raised by Commissioner Purnell, Mr. Perlozzo advised that County staff will make every effort to assure that all County businesses are aware of this grant program.

Following much discussion and upon a motion by Commissioner Nordstrom, the Commissioners voted 6-1, with Commissioner Bunting voting in opposition, to approve the program as proposed, with the amended scoring sheet, and to enter into a contract with BEACON for assistant, and to appoint the eight proposed review committee members, and adding Wendell White of Pocomoke as an additional review committee member.

Commissioner Nordstrom addressed an allegation made by a citizen that it was a conflict of interest for him to vote on June 2, 2020 to award a grant of \$100,000 to Atlantic General Hospital (AGH) since his wife is employed by AGH. He stated that he takes such allegations very seriously, and he thanked County Administration and the Ethics Board for their quick response and finding that there was no wrongdoing on his part.

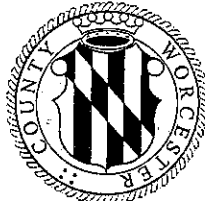
Commissioner Elder expressed concern that earlier in the meeting several Newark residents reported that no action had been taken on letters they sent to the County regarding nuisance properties in their community. Assistant Chief Administrative Officer Kelly Shannahan stated that County Administration has not received any such complaints, but agreed to investigate.

Upon a motion by Commissioner Bertino, the Commissioners unanimously agreed to send a letter to the State Highway Administration (SHA) seeking their assistance to resolve traffic issues on MD Rt. 589 at the ingress and egress points to the Peninsula Regional Medical Center's Ocean Pines Health Pavilion.

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Upon a motion by Commissioner Purnell, the Commissioners unanimously agreed to send a card to Board of Education (BOE) member Bill Gordy and his family advising that they are praying for him.

The Commissioners answered questions from the press, after which they adjourned at 1:14 p.m. to meet again on July 21, 2020.



ITEM
1

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

OFFICE OF THE
COUNTY COMMISSIONERS

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

Worcester County

GOVERNMENT CENTER
ONE WEST MARKET STREET • ROOM 1103

SNOW HILL, MARYLAND

21863-1195

COMMENDATION

WHEREAS, Pocomoke Middle School Principal Matthew Record, a dedicated and innovative administrator, has been named the Maryland Middle School Principal of the Year by the Maryland Association of Secondary School Principals; and

WHEREAS, Principal Record has been recognized for his outstanding leadership and the tremendous impact he is making by creating an environment with diverse learning experiences to inspire students to grow and achieve academically while becoming good citizens.

NOW, THEREFORE, we, the County Commissioners of Worcester County, Maryland, do hereby commend **Pocomoke Middle School Principal Matthew Record** for his commitment to excellence and his ongoing contributions to education in Worcester County.

Executed under the Seal of the County of Worcester, State of Maryland, this 21st day of July, in the Year of Our Lord Two Thousand and Twenty.



Joseph M. Mitrecic, President

Theodore J. Elder, Vice President

Anthony W. Bertino, Jr.

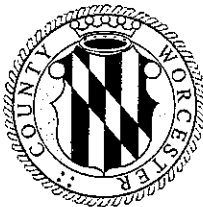
Madison J. Bunting, Jr.

James C. Church

Joshua C. Nordstrom

Diana Purnell

Citizens and Government Working Together



ITEM
2

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

OFFICE OF THE
COUNTY COMMISSIONERS

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

Worcester County

GOVERNMENT CENTER
ONE WEST MARKET STREET • ROOM 1103

SNOW HILL, MARYLAND

21863-1195

COMMENDATION

WHEREAS, 2020 Snow Hill High School graduate and Eagle Scout Craig Birkhead-Morton served as Worcester County's Page to the 2020 Maryland General Assembly. He received this honor for his dedication to academic excellence, keen interest in political science, and demonstrating a great potential for leadership; and

WHEREAS, Mr. Birkhead-Morton has proven himself to be an outstanding leader who placed second for Scout of the Year by the Maryland Veterans of Foreign Wars, has been active in the American Legion Boys State program and Worcester County Youth Council. He also served as a Page to the United States Senate.

NOW, THEREFORE, we the County Commissioners of Worcester County, Maryland, do hereby commend **Craig Birkhead-Morton** for his service as Worcester County's Page to the 2020 Maryland General Assembly and express to him our pride in his accomplishments.

Executed under the Seal of the County of Worcester, State of Maryland, this 21st day of July, in the Year of Our Lord Two Thousand and Twenty.



Joseph M. Mitrecic, President

Theodore J. Elder, Vice President

Anthony W. Bertino, Jr.

Madison J. Bunting, Jr.

James C. Church

Joshua C. Nordstrom

Diana Purnell

ITEM
3

Administration
LOUIS H. TAYLOR
Superintendent of Schools
H. STEPHEN PRICE
Chief Safety Officer
DENISE R. SHORTS
Chief Academic Officer, Gr. PK-8
VINCENT E. TOLBERT, CPA
Chief Financial Officer
ANNETTE E. WALLACE, Ed.D.
Chief Operating & Academic Officer,
Gr. 9-12



The Board of Education of Worcester County
6270 Worcester Highway | Newark, Maryland 21841
Telephone: (410) 632-5000 | Fax: (410) 632-0364
www.worcesterk12.org

Board Members
ERIC W. CROPPER, SR.
President
SARA D. THOMPSON
Vice-President
BARRY Q. BRITTINGHAM, SR.
WILLIAM E. BUCHANAN
TODD A. FERRANTE
WILLIAM L. GORDY
ELENA J. MCCOMAS

July 14, 2020

Mr. Joseph M. Mitrecic, President
Worcester County Commissioners
Worcester County Government Center
One W. Market Street, Room 1103
Snow Hill, Maryland 21863


Dear President Mitrecic,

The Board of Education's Proposed FY21 Operating Budget included \$267,000 under School Construction for minor capital projects at several of our schools. Projects to be completed in this request include an intercom system replacement at Snow Hill Middle School, resurfacing the gym floor at Pocomoke High School, a fence to enclose the early childhood area at Snow Hill Elementary School, increasing electrical capacity at the Worcester Technical High School and various other school requested projects. Due to the necessary budget adjustments related to the COVID-19 impacts, funding for these school projects was not included in the final FY21 approved budget.

As the County Commissioners are aware, we experienced a decrease in health insurance rates for the FY21 budget year. This decrease resulted in a savings within our budget category of Fixed Charges. We respectfully request the County Commissioner's approval to utilize \$267,000 of this savings to fund the projects listed above.

As always, we sincerely appreciate our partnership and the continued support of our County Commissioners. Please contact me or Mr. Vince Tolbert with any questions related to this request.

Sincerely,


Louis H. Taylor
Superintendent of Schools



ITEM
4

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

OFFICE OF THE
COUNTY COMMISSIONERS

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

Worcester County

GOVERNMENT CENTER
ONE WEST MARKET STREET • ROOM 1103

SNOW HILL, MARYLAND

21863-1195

July 9, 2020

TO: Worcester County Commissioners
FROM: Karen Hammer, Office Assistant IV
SUBJECT: Pending Board Appointments - Terms Beginning January 1, 2020

Attached, please find copies of the Board Summary sheets for all County Boards or Commissions (10) which have current or upcoming vacancies (17 total). They are as follows: Commission on Aging Board (2), Building Code Appeals Board (1), Ethics Board (1), Local Development Council for the Ocean Downs Casino (2), Planning Commission (1), Property Tax Assessment Appeal Board (1), Social Services Board Advisory (3), Solid Waste Advisory Committee (4), Tourism Advisory Committee (1) and the Commission For Women (1). I have circled the members whose terms have expired or will expire on each of these boards.

A **letter of interest** and a resume for the Property Tax Assessment Appeal Board is included, (**page10-11**). The State requested two additional nominations for the Governor's consideration in making this appointment.

Letter of Interest – page 18

Most of these Boards and Commissions specify that current members' terms will expire on December 31st. Current members will continue to serve beyond their term until they are either reappointed or a replacement is named. Please consider these reappointments or new appointments during July.

Pending Board Appointments - By Commissioner

District 1 - Nordstrom

All District Appointments Received. Thank you!

District 2 – Purnell

p. 12 - Social Services Advisory Board (Nancy Howard) - 3 year

District 3 – Church

p. 14 - Solid Waste Advisory Committee (Bob Augustine)- 4-year

District 4 - Elder

All District Appointments Received. Thank you!

District 5 - Bertino

p. 12 - Social Services Advisory Board (Cathy Gallagher) - 3 year
p. 14 - Solid Waste Advisory Committee (James Rodenberg)- 4 yr.

District 6 - Bunting

p. 15 - Tourism Advisory Committee (Isabel Morris) - 4-year
p. 16 - Commission for Women (Bess Cropper) - 4 year

District 7 – Mitrecic

p. 5 - Building Code Appeals Board (Bill Paul) - 4-year
p. 6 - Ethics Board (Frank Knight) - 4-year
p. 7 - Local Development Council for Ocean Downs (Michael Donnelly) - 4-year
p. 8 - Planning Commission (Jay Knerr) 5 -year
p. 12 - Social Services Advisory Board (Maria Campione-Lawrence)- 3yr.

All Commissioners

p. 7 - (1) Local Development Council for Ocean Downs Casino (Mark Wittmyer - At-Large - business or institution representative in immediate proximity to Ocean Downs) - 4-year

All Commissioners (Awaiting Nominations)

p. 3 - (2) Commission on Aging Board (Cynthia Malament- Berlin, Lloyd Parks - Girdletree) - self-appointed by Commission on Aging & confirmed by County Commissioners- 3-year

p. 9 - (1) Property Tax Assessment Appeal Board – Cpt. Bruce Wootten nominated, but the State requires 2 other nominations to consider the appointment. – 5-yr.

p. 14 - (2) Solid Waste Advisory Committee (Michael Pruitt - Town of Snow Hill and Jamey Latchum - Town of Berlin) 4 yr.

2

COMMISSION ON AGING BOARD

Reference: By Laws of Worcester County Commission on Aging
- As amended July 2015

Appointed by: Self-Appointing/Confirmed by County Commissioners

Function: Supervisory/Policy Making

Number/Term: Not less than 12; 3 year terms, may be reappointed
Terms Expire September 30

Compensation: None

Meetings: Monthly, unless otherwise agreed by a majority vote of the Board

Special Provisions: At least 50% of members to be consumers or volunteers of services provided by Commission on Aging, with a representative of minorities and from each of the senior centers; one County Commissioner; and Representatives of Health Department, Social Services and Board of Education as Ex-Officio members

Staff Contact: Worcester County Commission on Aging, Inc. - Snow Hill
Rob Hart, Executive Director (410-632-1277)

Current Members:

Member's Name	Resides/Represents	Years of Term(s)
Cynthia Malament	Berlin	07-10-13-16, 16-19
Lloyd Parks	Girdletree	08-11-14-17, 17-20
Clifford Gannett	Pocomoke City	*12-14-17, 17-20
James Covington	Pocomoke City	*18-20
Bonita Ann Gisriel	Ocean City	*18-20
Carolyn Dryzga	Ocean Pines	*18-20
Tommy Tucker	Snow Hill	09-12-15-18, 18-21
Tommy Mason	Pocomoke	15-18, 18-21
Helen Whaley	Berlin	*16-18, 18-21
Rebecca Cathell	Agency - Maryland Job Service	
Lou Taylor	Agency - Worcester County Board of Education	
Roberta Baldwin	Agency - Worcester County Department of Social Services	
Rebecca Jones	Agency - Worcester County Health Department	
Madison J. Bunting, Jr.	Worcester County Commissioners' Representative	
Fred Grant	Snow Hill	*15-16, 16-19, 19-22
Joyce Cottman	Berlin	*16, 16-19, 19-22

* = Appointed to fill an unexpired term

Prior Members:

Since 1972

Virginia Harmon
 Maude Love
 Dr. Donald Harting
 John C. Quillen
 Violet Chesser
 William Briddell
 Harrison Matthews
 John McDowell
 Mildred Brittingham
 Maurice Peacock
 Father S. Connell
 Rev. Dr. T. McKelvey
 Samuel Henry
 Rev. Richard Hughes
 Dorothy Hall
 Charlotte Pilchard
 Edgar Davis
 Margaret Quillen
 Lenore Robbins
 Mary L. Krabill
 Leon Robbins
 Claire Waters
 Thelma Linz
 Oliver Williams
 Michael Delano
 Father Gardiner
 Iva Baker
 Minnie Blank
 Thomas Groton III
 Jere Hilbourne
 Sandy Facinoli
 Leon McClafin
 Mabel Scott
 Wilford Showell
 Rev. T. Wall
 Jeaninne Aydelotte
 Richard Kasabian
 Dr. Fred Bruner
 Edward Phillips
 Dorothy Elliott
 John Sauer
 Margaret Kerbin
 Carolyn Dorman
 Marion Marshall
 Dr. Francis Ruffo
 Dr. Douglas Moore
 Hibernia Carey
 Charlotte Gladding
 Josephine Anderson
 Rev. R. Howe
 Rev. John Zellman
 Jessee Fassett
 Delores Waters
 Dr. Terrance A. Greenwood
 Baine Yates
 Wallace T. Garrett
 William Kuhn (86-93)
 Mary Ellen Elwell (90-93)
 Faye Thomes
 Mary Leister (89-95)

William Talton (89-95)
 Sunder Henry (89-95)
 Josephine Anderson
 Saunders Marshall (90-96)
 Louise Jackson (93-96)
 Carolyn Dorman (93-98)
 Constance Sturgis (95-98)
 Connie Morris (95-99)
 Jerry Wells (93-99)
 Robert Robertson (93-99)
 Margaret Davis (93-99)
 Dr. Robert Jackson (93-99)
 Patricia Dennis (95-00)
 Rev. C. Richard Edmund (96-00)
 Viola Rodgers (99-00)
 Baine Yates (97-00)
 James Shreeve (99-00)
 Tad Pruitt (95-01)
 Rev. Walter Reuschling (01-02)
 Armond Merrill, Sr. (96-03)
 Gene Theroux
 Blake Fohl (98-05)
 Constance Harmon (98-05)
 Catherine Whaley (98-05)
 Wayne Moulder (01-05)
 Barbara Henderson (99-05)
 Gus Payne (99-05)
 James Moeller (01-05)
 Rev Stephen Laffey (03-05)
 Anne Taylor (01-07)
 Jane Carmean (01-07)
 Alex Bell (05-07)
 Inez Somers (03-08)
 Joanne Williams (05-08)
 Ann Horth (05-08)
 Helen Richards (05-08)
 Peter Karras (00-09)
 Vivian Pruitt (06-09)
 Doris Hart (08-11)
 Helen Heneghan (08-10)
 Jack Uram (07-10)
 Robert Hawkins (05-11)
 Dr. Jon Andes
 Lloyd Pullen (11-13)
 John T. Payne (08-15)
 Sylvia Sturgis (07-15)
 Gloria Blake (05-15)
 Dr. Jerry Wilson (Bd. of Ed.)
 Peter Buesgens (Social Services)
 Deborah Goeller (Health Dept.)
 George "Tad" Pruitt (05-17)
 Bonnie C. Caudell (09-17)
 Larry Walton (13-18)

* = Appointed to fill an unexpired term

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: \$50 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: Edward A. Tudor, Director
Development Review & Permitting (410-632-1200, ext. 1100)

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
Kevin Holland	D-1 - Lockfaw	Pocomoke	96-04-08-12-16, 16-20
James Spicknall	D-5 - Bertino	Ocean Pines	04-08-12-16, 16-20
Mike Poole	D-6 - Bunting	Bishopville	17-21
Mark Bargar	D-4 - Elder	Berlin	14-18, 18-22
Jim Wilson	D-3 - Church	Berlin	02-06-10-14-18, 18-22
Elbert Davis	D-2 - Purnell	Snow Hill	*03-03-07-11-15-19, 19-23

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)

ETHICS BOARD

Reference: Public Local Law, Section CG 5-103

Appointed by: County Commissioners

Function: Advisory
Maintain all Ethics forms; develop procedures and policies for advisory opinions to persons subject to the Ethics Law and for processing complaints alleging violations of the Ethics Law; conduct a public information program regarding the purpose and application of the Ethics Law; annually certify compliance to the State; and recommend any changes to the Commissioners in order to comply with State Ethics Law.

Number/Term: 7/4 years
Terms expire December 31st

Compensation: \$50 per meeting

Meetings: As Necessary

Special Provisions:

Staff Contact: Roscoe Leslie, County Attorney (410-632-1194)

Current Members:

<u>Member's Name</u>	<u>Nominated By</u>	<u>Resides</u>	<u>Years of Term(s)</u>
Frank Knight	D-7, Mitrecic	Ocean City	*14-15, 15-19
Joseph Stigler	D-4, Elder	Berlin	16-20
Jeff Knepper	D-5, Bertino	Ocean Pines	16-20
Bruce Spangler	D-3, Church	Berlin	*02-05-09-13-17, 17-21
David Deutsch	D-6, Bunting	Ocean Pines	17-21
Faith Mumford	D-2, Purnell	Snow Hill	14-18, 18-22
Mickey Ashby	D-1, Nordstrom	Pocomoke	14-18, 18-22

Prior Members: (Since 1972)

J.D. Quillin, III
Charles Nelson
Garbriel Purnell
Barbara Derrickson
Henry P. Walters
William Long
L. Richard Phillips (93-98)
Marigold Henry (94-98)
Louis Granados (94-99)
Kathy Philips (90-00)
Mary Yenney (98-05)
Bill Ochse (99-07)
Randall Mariner (00-08)

Wallace D. Stein (02-08)
William Kuhn (90-09)
Walter Kissel (05-09)
Marion Chambers (07-11)
Jay Knerr (11-14)
Robert I. Givens, Jr. (98-14)
Diana Purnell (09-14)
Kevin Douglas (08-16)
Lee W. Baker (08-16)
Richard Passwater (09-17)

* = Appointed to fill an unexpired term

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

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

Appointed by: County Commissioners

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

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

Compensation: None

Meetings: At least semi-annually

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

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

Current Members:

<u>Member's Name</u>	<u>Nominated By</u>	<u>Represents/Resides</u>	<u>Years of Term(s)</u>
Michael Donnelly	Dist. 7 - Mitrecic	Resident - Ocean City	*16-19
Mark Wittmyer	At-Large	Business - Ocean Pines	15-19
Gary Weber	Dist. 4 - Elder	Resident - Snow Hill	*19-20
Steve Ashcraft	Dist. 6 - Bunting	Resident - Ocean Pines	*19-20
Mayor Rick Meehan °	At-Large	Business - Ocean City	*09-12-16, 16-20
Mayor Gee Williams °	Dist. 3 - Church	Resident - Berlin	09-13-17, 17-21
Bob Gilmore	Dist. 5 - Bertino	Resident - Ocean Pines	*19-21
David Massey °	At-Large	Business - Ocean Pines	09-13-17, 17-21
Bobbi Sample	Ocean Downs Casino	Ocean Downs Casino	17-indefinite
Cam Bunting °	At-Large	Business - Berlin	*09-10-14-18, 18-22
Matt Gordon	Dist. 1 - Nordstrom	Resident - Pocomoke	19-22
Mary Beth Carozza		Maryland Senator	14-18, 18-22
Wayne A. Hartman		Maryland Delegate	18-22
Charles Otto		Maryland Delegate	14-18, 18-22
Roxane Rounds	Dist. 2 - Purnell	Resident - Berlin	*14-15-19, 19-23

Prior Members:

Since 2009

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

Joe Cavilla (12-17)
James N. Mathias, Jr. ° (09-18)
Ron Taylor ° (09-14)
James Rosenberg (09-19)
Rod Murray ° (*09-19)

Charlie Dorman (12-19)

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

PLANNING COMMISSION

Reference: Public Local Law ZS §1-112

Appointed by: County Commissioners

Functions: Advisory/Regulatory
Make investigations and recommendations regarding zoning text and map amendment applications; recommend conditional rezoning; make recommendations to the Board of Zoning Appeals; review public projects, proposed facility development plans, regulations and standards; review and approve site plans; review and make recommendations regarding residential planned communities; review and approve subdivision plats.

Number/Term: 7/5 years; Terms expire December 31st

Compensation: \$50 per meeting (policy)

Meetings: 1 regular meeting per month; additional meetings held as necessary

Special Provisions: Historically - one member from each Commissioner District, plus two At-Large members; one member per district once expanded to seven districts.

Staff Contact: Department of Development Review & Permitting
Edward A. Tudor, Director (410-632-1200, ext. 1100)

Current Members:

<u>Member's Name</u>	<u>Nominated By</u>	<u>Resides</u>	<u>Years of Term(s)</u>
Jay Knerr	D-7, Mitrecic	Berlin	14-19
Jerry Barbierri	D-1, Lockfaw	Pocomoke	*12-15, 15-20
Mike Diffendal	D-3, Church	Berlin	10-15, 15-20
Richard L. Wells	D-6, Bunting	Bishopville	11-16, 16-21
Brooks Clayville	D-4, Elder	Snow Hill	02-07-12-17, 17-22
Marlene Ott	D-5, Boggs	Ocean Pines	08-13-18, 18-23
Betty M. Smith	D-2, Purnell	Berlin	*07-09-14-19, 19-24

Prior Members:

Since 1972

David L. Johnson
N. Paul Joyner
Daniel Trimper, IV
Hugh F. Wilde
Warren Frame
Roland E. Powell
Harry Cherrix
W. David Stevens
Granville Trimper
J. Brad Aaron
Lester Atkinson
Paul L. Cutler
Edward R. Bounds
Edward Phillips
Vernon McCabe
R. Blaine Smith
Edward A. Tudor

Terry Bayshore
Larry Widgeon
Charles D. "CD" Hall
Ernest "Sandy" Coyman
Rev. Donald Hamilton
Dale Stevens
Marion L. Butler, Sr.
Ron Cascio (96-97)
Louie Paglierani (90-99)
Robert Hawkins (96-99)
Ilia Fehrer (94-99)
Rob Clarke (99-00)
W. Kenny Baker (97-02)
James Jarman (99-03)
Harry Cullen (00-03)
Ed Ellis (96-04)
Troy Purnell (95-05)
Larry Devlin (04-06)
Tony Devereaux (03-07)

Wilbert "Tom" Pitts (99-07)
Doug Slingerland (07-08)
Carolyn Cummins (90-94, 99-09)
Madison "Jimmy" Bunting (05-10)
Jeanne Lynch (06-11)
H. Coston Gladding (96-12)
Wayne A. Hartman (09-14)

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 (410-632-1196)
Ext:112

Current Members:

Gary M. Flater (Alternate)	Snow Hill	13-18	Resigned
Steven W. Rakow	Ocean Pines	*19-22	
Arlene C. Page	Bishopville	18-23	
Martha Bennett	Berlin	19-24	

C) = Chairman

Prior Members: Since 1972

Wilford Showell	Grace C. Purnell (96-04)
E. Carmel Wilson	George H. Henderson, Jr. (97-06)
Daniel Trimper, III	Joseph A. Calogero (04-09)
William Smith	Joan Vetare (04-12)
William Marshall, Jr.	Howard G. Jenkins (03-18)
Richard G. Stone	Robert D. Rose (*06-17)
Milton Laws	Larry Fry (*10-14 alt)(14-18)
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)	

* = Appointed to fill an unexpired term

Updated: May 21, 2019
Printed: July 9, 2020

Richard D. Thompson

Dear Ms. Hammer,

I was recently made aware of an opening with the Property Tax Appeals Board of Worcester County for an alternate member. I believe that I have the necessary skills and experience sought after for this position. I am interested in being considered for an appointment to the Property Tax Appeals Board.

As my resume shows, I have many years of progressive experience and responsibility which would allow me to serve the community in this role. My professional history includes senior management experience for a major Maryland corporation as well as experience working for the federal government in a licensing and regulatory environment.

My most recent responsibilities with the Nuclear Regulatory Commission included reviewing license applications submitted by corporations and universities around the country for the use of regulated radioactive materials in the manufacturing and testing of special equipment, and by U.S. universities for use in nuclear engineering schools and degree programs in education. This work involved reviewing license applications and implementing programs for compatibility and adherence to federal regulatory requirements.

As the Director of Nuclear Fuel Supply for Constellation Energy, I was responsible for the supply of all nuclear fuels for the company's five nuclear power plants. This involved all aspects of the nuclear fuel supply chain and multi-million dollar budgets annually.

Most recently I was a mayoral candidate in Snow Hill, MD in 2019. Although I didn't win, I believe this is a clear indication of my commitment to the community and willingness to serve.

I have completed and submitted an application, APP-015574, for this position and my resume is attached for further consideration. I look forward to speaking with you further about my interest in this position at your convenience.

Sincerely,

A handwritten signature in black ink, appearing to read "Richard D. Thompson". The signature is fluid and cursive, with the first name "Richard" being the most prominent.

Richard D. Thompson

Richard Doty Thompson

EXPERIENCE

Project Manager, U.S. Nuclear Regulatory Commission - 2008-2012

Responsible for writing operating licenses with U.S. universities for the use of radioactive materials in an educational setting.

Director Nuclear Fuel Supply, Constellation Energy — 2000-2007

Responsible for the supply and budgeting for nuclear fuel needed to operate the company's five nuclear power plants.

U.S. Marketing Manager, Uranerz Exploration and Mining Ltd. — 1991-1998

Responsible for sales and marketing of uranium to U.S. and Korean utilities operating nuclear power plants.

Senior Nuclear Fuel Engineer, Virginia Electric and Power Company — 1984-1990

Responsible for the supply and budgeting for nuclear fuel for the companies four nuclear power plants.

Senior Nuclear Fuel Engineer, Public Service Indiana — 1976-1983

Responsible for the supply and budgeting of nuclear fuel required to operate the company's two nuclear power plants

EDUCATION

Indiana University - BS in Business Administration, December 1975

SKILLS

U.S. Navy nuclear powered submarine qualified plant operator. Completed five patrols — 1968–1973

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>
Maria Campione-Lawren	D-7, Mitrecic	Ocean City	16-19
Nancy Howard	D-2, Purnell	Ocean City	(09-16), 17-20
Cathy Gallagher	D-5, Bertino	Ocean Pines	*13-14-17, 17-20
Faith Coleman	D-4, Elder	Snow Hill	15-18, 18-21
Harry Hammond	D-6, Bunting	Bishopville	15-18, 18-21
Diana Purnell	ex officio - Commissioner		14-18, 18-22
Sharon Dryden	D-1, Nordstrom	Pocomoke City	*20-21
Voncelia Brown	D-3, Church	Berlin	16-19, 19-22
Mary White	At-Large	Berlin	*17-19, 19-22

SOCIAL SERVICES BOARD
(Continued)

Prior Members: (Since 1972)

James Dryden	Jeanne Lynch (00-02)
Sheldon Chandler	Michael Reilly (00-03)
Richard Bunting	Oliver Waters, Sr. (97-03)
Anthony Purnell	Charles Hinz (02-04)
Richard Martin	Prentiss Miles (94-06)
Edward Hill	Lakeshia Townsend (03-06)
John Davis	Betty May (02-06)
Thomas Shockley	Robert "BJ" Corbin (01-06)
Michael Delano	William Decoligny (03-06)
Rev. James Seymour	Grace Smearman (99-07)
Pauline Robertson	Ann Almand (04-07)
Josephine Anderson	Norma Polk-Miles (06-08)
Wendell White	Anthony Bowen (96-08)
Steven Cress	Jeanette Tressler (06-09)
Odetta C. Perdue	Rev. Ronnie White (08-10)
Raymond Redden	Belle Redden (09-11)
Hinson Finney	E. Nadine Miller (07-11)
Ira Hancock	Mary Yenney (06-13)
Robert Ward	Dr. Nancy Dorman (07-13)
Elsie Bowen	Susan Canfora (11-13)
Faye Thomes	Judy Boggs (02-14)
Frederick Fletcher	Jeff Kelchner (06-15)
Rev. Thomas Wall	Laura McDermott (11-15)
Richard Bundick	Emma Klein (08-15)
Carmen Shrouck	Wes McCabe (13-16)
Maude Love	Nancy Howard (09-16)
Reginald T. Hancock	Judy Stinebiser (13-16)
Elsie Briddell	Arlette Bright (11-17)
Juanita Merrill	Tracey Cottman (15-17)
Raymond R. Jarvis, III	Ronnie White (18-19)
Edward O. Thomas	Wayne Ayer *(19-20)
Theo Hauck	
Marie Doughty	
James Taylor	
K. Bennett Bozman	
Wilson Duncan	
Connie Quillin	
Lela Hopson	
Dorothy Holzworth	
Doris Jarvis	
Eugene Birckett	
Eric Rauch	
Oliver Waters, Sr.	
Floyd F. Bassett, Jr.	
Warner Wilson	
Mance McCall	
Louise Matthews	
Geraldine Thweat (92-98)	
Darryl Hagy (95-98)	
Richard Bunting (96-99)	
John E. Bloxom (98-00)	
Katie Briddell (87-90, 93-00)	
Thomas J. Wall, Sr. (95-01)	
Mike Pennington (98-01)	
Desire Becketts (98-01)	
Naomi Washington (01-02)	
Lehman Tomlin, Jr. (01-02)	

* = Appointed to fill an unexpired term

Updated: July 7, 2020
Printed: July 9, 2020

B

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: \$50 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 - Mike Mitchell - (410-632-3177)
Solid Waste - Recycling Coordinator - Mike McClung - (410-632-3177)
Department of Public Works - John Tustin - (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		*15, 15-19
Bob Augustine	D-3, Church	Berlin	16-20
Granville Jones	D-7, Mitrecic	Berlin	*15-16, 16-20
Michelle Beckett-El Soloh	Town of Pocomoke City		*19-20
Vaughn White	D-2, Purnell	Berlin	*19-21
Jamey Latchum	Town of Berlin		*17, 17-21
Hal Adkins	Town of Ocean City		*20-21
George Linvill	D-1, Nordstrom	Pocomoke	14-18, 18-22
James Rosenberg	D-5, Bertino	Ocean Pines	*06-10-14-18, 18-22
George Dix	D-4, Elder	Snow Hill	*10-10-14-18, 18-22
Mike Poole	D-6, Bunting	Bishopville	11-15-19, 19-23

Prior Members: (Since 1994)

Ron Cascio (94-96)
Roger Vacovsky, Jr. (94-96)
Lila Hackim (95-97)
Raymond Jackson (94-97)
William Turner (94-97)
Vernon "Corey" Davis, Jr. (96-98)
Robert Mangum (94-98)
Richard Rau (94-96)
Jim Doughty (96-99)
Jack Peacock (94-00)
Hale Harrison (94-00)

Richard Malone (94-01)
William McDermott (98-03)
Fred Joyner (99-03)
Hugh McFadden (98-05)
Dale Pruitt (97-05)
Frederick Stiehl (05-06)
Eric Mullins (03-07)
Mayor Tom Cardinale (05-08)
William Breedlove (02-09)
Lester D. Shockley (03-10)
Woody Shockley (01-10)
John C. Dorman (07-10)

Robert Hawkins (94-11)
Victor Beard (97-11)
Mike Gibbons (09-14)
Hank Westfall (00-14)
Marion Butler, Sr. (00-14)
Robert Clarke (11-15)
Bob Donnelly (11-15)
Howard Sribnick (10-16)
Dave Wheaton (14-16)
Wendell Purnell (97-18)
George Tasker (*15-20)
Rodney Bailey *19
Steve Brown *10-19

TOURISM ADVISORY COMMITTEE

Reference: County Commissioners' Resolution of May 4, 1999 and 03-6 of 2/18/03

Appointed by: County Commissioners

Function: Advisory
Advise the County Commissioners on tourism development needs and recommend programs, policies and activities to meet needs, review tourism promotional materials, judge tourism related contests, review applications for State grant funds, review tourism development projects and proposals, establish annual tourism goals and objectives, prepare annual report of tourism projects and activities and evaluate achievement of tourism goals and objectives.

Number/Term: 7/4-Year term - Terms expire December 31st

Compensation: \$50 per meeting expense allowance

Meetings: At least bi-monthly (6 times per year), more frequently as necessary

Special Provisions: One member nominated by each County Commissioner

Staff Contact: Tourism Department - Lisa Challenger (410-632-3110)

Current Members:

<u>Member's Name</u>	<u>Nominated By</u>	<u>Resides</u>	<u>Years of Term(s)²</u>
Isabel Morris	D-6, Bunting	Bishopville	11-15, 15-19
Elena Ake	D-3, Church	West Ocean City	*16, 16-20
Josh Davis	D-5, Bertino	Berlin	*19-21
Lauren Taylor	D-7, Mitrecic	Ocean City	13-17, 17-21
Gregory Purnell	D-2, Purnell	Berlin	14-18, 18-22
Michael Day	D-4, Elder	Snow Hill	*19
Barbara Tull	D-1, Nordstrom	Pocomoke	03-11-15-19, 19-23

Prior Members: Since 1972

Isaac Patterson ¹	Barry Laws (99-03)	Molly Hilligoss (15-18)
Lenora Robbins ¹	Klein Leister (99-03)	Denise Sawyer (*18-19)
Kathy Fisher ¹	Bill Simmons (99-04)	
Leroy A. Brittingham ¹	Bob Hulburd (99-05)	
George "Buzz" Gering ¹	Frederick Wise (99-05)	
Nancy Pridgeon ¹	Wayne Benson (05-06)	
Marty Batchelor ¹	Jonathan Cook (06-07)	
John Verrill ¹	John Glorioso (04-08)	
Thomas Hood ¹	David Blazer (05-09)	
Ruth Reynolds (90-95)	Ron Pilling (07-11)	
William H. Buchanan (90-95)	Gary Weber (99-03, 03-11)	
Jan Quick (90-95)	Annemarie Dickerson (99-13)	
John Verrill (90-95)	Diana Purnell (99-14)	
Larry Knudsen (95)	Kathy Fisher (11-15)	
Carol Johnsen (99-03)	Linda Glorioso (08-16)	
Jim Nooney (99-03)	Teresa Travatello (09-18)	

* = Appointed to fill an unexpired term

1 = Served on informal ad hoc committee prior to 1990, Committee abolished between 1995-1999

2 = All members terms reduced by 1-year in 2003 to convert to 4-year terms

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: Liz Mumford and Tamara White, Co-Chair
Worcester County Commission for Women - P.O. Box 1712, Berlin, MD 21811

Current Members:

<u>Member's Name</u>	<u>Nominated By</u>	<u>Resides</u>	<u>Years of Term(s)</u>
Tamara White	D-1, Lockfaw	Pocomoke City	17-20
Vanessa Alban	D-5, Bertino	Ocean Pines	17-20
Terri Shockley	At-Large	Snow Hill	17-20
Laura Morrison	At-Large	Pocomoke	*19-20
Kelly O'Keane	Health Department		17-20
Kelly Riwniak	Public Safety - Sheriff's Office		*19-20
Darlene Bowen	D-2, Purnell	Pocomoke	*19-21
Elizabeth Rodier	D-3, Church	West Ocean City	18-21
Bess Cropper	D-6, Bunting	Berlin	15-18, 18-21
Kimberly List	D-7, Mitrecic	Ocean City	18-21
Gwendolyn Lehman	At-Large	Berlin	*19-21
Mary E. (Liz) Mumford	At-Large	Ocean City	*16, 16-19, 19-22
Coleen Colson	Dept of Social Services		19-22
Hope Carmean	D-4, Elder	Snow Hill	*15-16-19, 19-22
Windy Phillips	Board of Education		19-22

Prior Members: Since 1995

Ellen Pilchard ^c (95-97)	Patricia Ilczuk-Lavanceau (98-99)	Catherine W. Stevens (02-04)
Helen Henson ^c (95-97)	Lil Wilkinson (00-01)	Hattie Beckwith (00-04)
Barbara Beaubien ^c (95-97)	Diana Purnell ^c (95-01)	Mary Ann Bennett (98-04)
Sandy Wilkinson ^c (95-97)	Colleen McGuire (99-01)	Rita Vaeth (03-04)
Helen Fisher ^c (95-98)	Wendy Boggs McGill (00-02)	Sharyn O'Hare (97-04)
Bernard Bond ^c (95-98)	Lynne Boyd (98-01)	Patricia Layman (04-05)
Jo Campbell ^c (95-98)	Barbara Trader ^c (95-02)	Mary M. Walker (03-05)
Karen Holck ^c (95-98)	Heather Cook (01-02)	Norma Polk Miles (03-05)
Judy Boggs ^c (95-98)	Vyoletus Ayres (98-03)	Roseann Bridgman (03-06)
Mary Elizabeth Fears ^c (95-98)	Terri Taylor (01-03)	Sharon Landis (03-06)
Pamela McCabe ^c (95-98)	Christine Selzer (03)	
Teresa Hammerbacher ^c (95-98)	Linda C. Busick (00-03)	
Bonnie Platter (98-00)	Gloria Bassich (98-03)	
Marie Velong ^c (95-99)	Carolyn Porter (01-04)	
Carole P. Voss (98-00)	Martha Pusey (97-03)	
Martha Bennett (97-00)	Teole Brittingham (97-04)	

* = Appointed to fill an unexpired term

^c = Charter member

Prior Members: Since 1995 (continued)

Dr. Mary Dale Craig (02-06)	Michelle Bankert *(14-18)
Dee Shorts (04-07)	Nancy Fortney (12-18)
Ellen Payne (01-07)	Cristi Graham (17-18)
Mary Beth Quillen (05-08)	Alice Jean Ennis (14-17)
Marge SeBour (06-08)	Lauren Mathias Williams *(16-18)
Meg Gerety (04-07)	Teola Brittingham *(16-18)
Linda Dearing (02-08)	Jeannine Jerscheid *(18-19)
Angela Hayes (08)	Shannon Chapman (*17-19)
Susan Schwarten (04-08)	Julie Phillips (13-19)
Marilyn James (06-08)	
Merilee Horvat (06-09)	
Jody Falter (06-09)	
Kathy Muncy (08-09)	
Germaine Smith Garner (03-09)	
Nancy Howard (09-10)	
Barbara Witherow (07-10)	
Doris Moxley (04-10)	
Evelyne Tyndall (07-10)	
Sharone Grant (03-10)	
Lorraine Fasciocco (07-10)	
Kay Cardinale (08-10)	
Rita Lawson (05-11)	
Cindi McQuay (10-11)	
Linda Skidmore (05-11)	
Kutresa Lankford-Purnell (10-11)	
Monna Van Ess (08-11)	
Barbara Passwater (09-12)	
Cassandra Rox (11-12)	
Diane McGraw (08-12)	
Dawn Jones (09-12)	
Cheryl K. Jacobs (11)	
Doris Moxley (10-13)	
Kutresa Lankford-Purnell (10-12)	
Terry Edwards (10-13)	
Dr. Donna Main (10-13)	
Beverly Thomas (10-13)	
Caroline Bloxom (14)	
Tracy Tilghman (11-14)	
Joan Gentile (12-14)	
Carolyn Dorman (13-16)	
Arlene Page (12-15)	
Shirley Dale (12-16)	
Dawn Cordrey Hodge (13-16)	
Carol Rose (14-16)	
Mary Beth Quillen (13-16)	
Debbie Farlow (13-17)	
Corporal Lisa Maurer (13-17)	
Laura McDermott (11-16)	
Charlotte Cathell (09-17)	
Eloise Henry-Gordy (08-17)	

* = Appointed to fill an unexpired term

c = Charter member

July 10, 2020

Worcester County Government,

I am very interested in serving our community in a larger capacity and would like to submit my resume in consideration for placement on a committee or board. Although I have only been with the Ocean Pines Chamber of Commerce for almost two years, I have been in the community for almost twenty and am very interested in the County's growth and development.

The most logical placement would be with the Economic Development Advisory Board. I have made it a point to expand the Chambers reach beyond Ocean Pines and been active in county wide issues and events. I feel I bring innovative thinking and a "never give up" spirit to whatever I do. With much of the county's impending growth slated for Rt 589, being the President of the closest Chamber affords me knowledge of the land, businesses and people that will benefit and be affected.

Another committee I'd be interested in is the Women's Commission. I have already begun discussions with appropriate agencies to host a Women and Minority Business Conference in April 2020. Aside from women as economic drivers, I understand the commission focuses on women's health and unique needs within the community. As a civic minded, single mother, I am a strong advocate for all voices being heard.

My positive nature, dedication and strong advocacy drive would allow me to excel in any committee. I'd truly appreciate the opportunity to learn more and become more involved in the planning side of our county and its successes.

Respectfully,

Kerrie Bunting

CAREER GOALS: With twelve years of event and program administration as well as fundraising and marketing work experience, I strive to further the goals of organizations who aim to better the larger community. Whether in my professional or personal life, I am committed to creating and enhancing community based programming with professionalism, dignity, and passion.

SPECIALIZING IN:

- Exceptional organizational skills
- Professional verbal and written communication
- Fundraising
- Event creation and implementation
- Publication editing
- Volunteer coordination
- Social media marketing
- On-air media and community representation
- Budget administration

COMPUTER SKILLS: Proficient in PeopleSoft, Word, Excel, Front Page, Groupwise, Facebook, Twitter, Publisher, LinkedIn, Outlook, Office 360, Chamber Master. Several webpage operating systems.

RELATED WORK EXPERIENCE:

Sept 2018 – Present President of the Ocean Pines Chamber of Commerce

Advocate for Chamber Partners and community. Fundraise and increase Chamber exposure and community trust. Supervise one employee and maintain office building. Produce publications and communications regularly.

May 2017 to June 2018 Event Coordinator Women Supporting Women

Create new and conduct established annual events for local nonprofit, securing funding from community partners for each. Coordinate volunteers, vendors, media. Maintain budget and increase donations and sponsorships.

January 2016 to May 2017 Marketing Manager Quality Staffing Services

Represent company at local job fairs as well as create and conduct our own. Maintain all online position postings and social media marketing. Recruit, interview and place professional level applicants.

June 2015 to November 2015 Activities Director Castaways RV Resort & Campground

Create, advertise, supply and schedule daily activities for campground guests. Hire and supervise up to 8 staff members. Act as Manager on Duty for entire resort several times a week. Maintain department budget. Liaison for all special events such as weddings, reunions and annual bluegrass concert featuring national acts.

October 2014 to May 2015 Substitute teacher Wicomico County Board of Education

July 2014 to May 2015 Sales associate Macy's

December 2011 to October 2014 STEM Grant Program Coordinator University of Maryland Eastern Shore

Maintain \$5 million budget for NSF grant aimed at providing research and tuition assistance for students. Create and conduct workshops, monthly staff and faculty meetings and research conferences.

September 2006 to December 2011 Annual Fund Coordinator Salisbury University Alumni Relations & Annual Giving

Solicit alumni via bi-annual phonathons, online and direct mail for annual gifts. Hire and supervise up to 30 students during phonathons. Assist Advancement Department in all institutional special events such as reunions, homecoming, ribbon cuttings, dignitary visits, etc.

September 1993 to October 1999 Clinical Research Technician The Johns Hopkins University

Database maintenance, clinical trial data acquisition. Department phlebotomist and serum bank administrator.

EDUCATION: B.S., Salisbury University, biology major and chemistry minor M.S., The Johns Hopkins University

HONORS: Salisbury University Staff Appreciation Award, November 2007.

Was bestowed the Maryland Adjutant Generals Coin in October 2009 for my work with SU's ROTC and deployed alums.

ITEM
5



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

www.co.worcester.md.us/drp/drpindex.htm

ZONING DIVISION
BUILDING DIVISION
ADMINISTRATIVE DIVISION

DATA RESEARCH DIVISION
CUSTOMER SERVICE DIVISION
TECHNICAL SERVICES DIVISION

Memorandum

To: Worcester County Commissioners

CC: File

From: Jo Ellen Bynum

A handwritten signature in blue ink, appearing to be "JEB", is written over the name "Jo Ellen Bynum".

Date: 6/30/2020

Re: Worcester County Housing Rehabilitation Program Bid Package

Attached please find a bid package for a septic system to be installed in conjunction with the construction of a single family replacement home in the Stockton area. This project is proposed to be funded through the County's new CDBG grant, MD-20-CD-22 and the State Special Loans STAR Program. Please review and approve to be placed out for the County's competitive bidding process.

**NOTICE TO SEPTIC SYSTEM INSTALLERS
INVITATION TO BID
Housing Rehabilitation
Worcester County, Maryland**

The Worcester County Commissioners are currently accepting bids for a septic system to be installed at a single-family home located in the Stockton area of Worcester County. Bid specification packages and bid forms are available to experienced septic system installers and may be picked up from the Office of the County Commissioners, Worcester County Government Center, One West Market Street - Room 1103, Snow Hill, Maryland 21863, obtained online at www.co.worcester.md.us under the "Bids" drop-down menu in the lower right hand side of the home page, or by calling the Commissioners' Office at 410-632-1194 to request a package by mail.

The projects is proposed to be funded by the Community Development Block Grant (CDBG) Program and the Special Loans STAR Program and is thus subject to all applicable Equal Opportunity and Civil Rights guidelines. **Sealed bids will be accepted until 1:00 p.m. on Monday, August 10, 2020** in the Office of the County Commissioners at the above address at which time they will be opened and publicly read aloud. Envelopes shall be marked "**Housing Rehabilitation Bid – August 10, 2020**" in the lower left-hand corner. Bids will be reviewed by staff and awarded by the County Commissioners at a future meeting. In awarding the bids, the Commissioners reserve the right to reject any and all bids, waive formalities, informalities and technicalities therein, and to take whatever bids they determine to be in the best interest of the County considering lowest or best bid, quality of goods and work, time of delivery or completion, responsibility of bidders being considered, previous experience of bidders with County contracts, or any other factors they deem appropriate.

All inquiries regarding the system specifications shall be directed to the Environmental Programs Inspector, Ed Lawson, at 410-632-1220. All other inquiries shall be directed to Jo Ellen Bynum, Housing Program Administrator, at 410-632-1200, ext. 1171.

WORCESTER COUNTY HOUSING REHABILITATION PROGRAM

GENERAL SPECIFICATIONS

These specifications cover general items of information relating to this bid solicitation. Detailed specifications for the homes to be rehabilitated are attached. Bids will be accepted until 1:00 p.m. on Monday, August 10, 2020 at the Worcester County Commissioners Office, Room 1103, One West Market Street, Snow Hill, Maryland 21863 at which time they will be opened and read aloud. General telephone inquiries may be directed to the County's Housing Consultant, Jo Ellen Bynum, at 410-632-1200, ext. 1171. Questions of a technical nature may be directed to the Environmental Programs Inspector, Ed Lawson, at 410-632-1220. Bids may be mailed or delivered in person. Faxed bids are not acceptable. Bids must be clearly marked "Housing Rehabilitation Bid – August 10, 2020". Each bid must be signed and dated.

Contractor qualifications: Any contractor who has not submitted a Contractor Qualification form to the Program within the past six (6) months must complete and return the enclosed form. Contractor for this project must be an experienced septic installer as well as possess active liability insurance (\$100,000/\$300,000 for personal injury and \$50,000/\$100,000 for property damage).

Completion of job: Contractors are expected to commence work within ten (10) days of the issuance of the Notice To Proceed. Work must be completed within thirty (30) days of commencement of job. If anticipated start date and completion schedule is different than outlined above, please write estimated dates on enclosed Bid Form.

Contracting Policy: Attached to this bid is a copy of the Rehabilitation Program Guidelines. Contractors are urged to read this document carefully.

WORCESTER COUNTY IS REQUESTING QUOTATIONS FROM QUALIFIED
CONTRACTORS FOR REPAIRS TO:

PROPERTY OF: **Francine Coston**
ADDRESS: **1522 Wesley Lane**
Stockton, MD 21864
TELEPHONE: 443-513-0655

TOTAL QUOTE: _____

CONTRACTOR: _____ DATE: _____
NO QUOTATIONS AFTER: 08/10/2020

PART ONE: GENERAL CONDITIONS
PART TWO: SCOPE OF WORK

PART ONE – GENERAL CONDITIONS

- 1) The Contractor shall coordinate all work in progress with the homeowner so as not to severely disrupt living conditions. Inside work which is disruptive, or displaces the use of the kitchen, bathroom, or bedrooms, shall be pursued continuously on normal working days.
- 2) The Contractor shall be responsible for removing and replacing furniture and other articles, to and from other storage areas on premises, as needed to allow work space or to protect such possessions. Provide plastic film protection over all furniture (if not removed), carpets, finished floors, etc. – also install film at doorways as required.
- 3) The Contractor shall remove all excess material, construction debris, and other existing debris and material specified herein, to an approved dumpsite off premises. Work area shall be broom swept at the end of each work day.
- 4) The Contractor shall contact the Program Inspector or Housing Administrator for direction in the event that coordination or clarification problems arise with the homeowner or other contractors.
- 5) The Contractor shall coordinate closely with the homeowner as to which possessions are considered “junk and debris” and which are valuable before hauling anything away.
- 6) The Contractor shall leave all work areas on the premises in a neat and clean condition, and shall instruct the homeowner in the care and use of all installed equipment and appliances. Owner’s manuals and warranty booklets are to be provided to the homeowner for all applicable equipment, appliances, and materials.
- 7) The Contractor shall not undertake or engage in any additional work intended to be billed to the Program as an “extra” or as additional cost to the original contract without a written change order signed by the Program Inspector, Housing Administrator, and homeowner. A written change order as outlined above is also

required for substitutions or additions to the original scope of work not involving additional costs.

- 8) The Contractor shall obtain and pay for all building, plumbing, electrical, well, septic and other permits required for specified work.
- 9) The Contractor shall call for all inspections required by County law as well as inspections to receive draw payments and any special inspections required by the Program Inspector. All work shall conform to code.
- 10) All of the above general conditions shall be adhered to unless otherwise specifically described in the following scope of work.

Septic System Scope Of Work

1. Seepage bed. Sand bed 600 square feet. Stone bed 250 square feet
2. Installation depth of 0 inches. (18 elevated finish grade)
3. Dug out 6.5 - 7 feet and backfilled with approved sand mound sand sand.
4. Minimum 1000 gallon septic tank is required with a lift station and pump. Electrical work to be included with the bid, including cost of electric permit
5. Crushed and fill the old existing tank.
6. Seepage bed must be staked by surveyor prior to installation; include this cost in bid.
7. System is to be properly graded and stabilized with seed and a layer of straw.
8. Obtain permit; include permit fee of \$275.00 and completing permit application and obtaining required signatures in bid
9. Any installer submitting a bid for this project must first perform a site visit of the property; refer to site plan for placement

Total = \$ _____

- * Septic system is to be installed in conjunction with the construction of a new home at this property. Anticipated start date is October 2020; please bid accordingly.

Page 1

Citizens and Government Working Together

5/20/2020

1.65'

PROPERTY LINE BY AND WITH
CENTER OF DITCH

EXISTING
PUMPHOUSE
TO BE
ABANDONED

existing
house to
be demolished

55

MOND, et al.
578

HEDGEROW

N 05°20'22" E 121.17'

23.80'

Proposed
Wall 3'

SETBACK LINE'S
(typ.)

N 80°22'05" W 75.83'

PARCEL 206
N/F
BETTY A. HALL
3528/139

* Front landing cannot
exceed 25 sq. ft.
(as shown is too big
at 5' x 8')

To go
into
land
→ be
(over)

Initial

Date

PROPOSED DRAINFIELD
AREA AS PER
WORCESTER COUNTY RECORDS

existing
shed

40.41'

9.26'

25.76'

20.76'

S 04°34'51" W 115.82'

EXISTING GRAVEL DRIVE
RIGHT OF WAY

PARCEL 24
N/F
EARL L. COLLINS
1391/57

? Septic tank

* see note on this
landing

There's
a problem?

****SEPTIC
(* Certified Sand Mound Installers)**

Atlantic Pumping
P.O. Box 395
Bishopville, MD 21813
Fax: 302-436-5049
410-641-1617
410-352-3951
atlanticpumping@verizon.net

Beauchamp Brothers *
Barry & John Beauchamp
28347 Old Eden Road
Eden, MD 21822
410-548-3223
Sbeauchamp200@gmail.com

James Briddell *
P.O. Box 339
Princess Anne, MD 21853
410-651-1588
Gbriddell09@comcast.net

Doug Clark *
10703 Piney Island Drive
Bishopville, MD 21813
410-352-9790
443-497-0000 (Cell)

Jones Site Work *
Chris Jones
23292 Haines Point Rd.
Deal Island, MD 21821
443-783-0121
trx250@comcast.net

Landon's Septic Service
12615 Sheppard Crossing Road
Whaleyville, MD 21872
410-957-0379
2kuzlandonsepticsservices@gmail.com

INSTALLERS

Lewis Construction Company
P.O. Box 662
Willards, MD 21874
410-546-2199
lynne@asapservices.com

Smith Septic Service
3649 Worcester Highway
Snow Hill, MD 21863
410-632-0147 Office
410-632-3465 Fax
410-726-6211
swshockley4335@gmail.com

Doug Vann
P.O. Box 125
Princess Anne, MD 21853
410-651-5811
443-735-1125

Kenneth Walsh *
Multi-Coastal
P.O. Box 276
Ocean View, DE 19970
302-436-8822
mks1@aol.com



ITEM
6

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

OFFICE OF THE
COUNTY COMMISSIONERS

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

Worcester County

GOVERNMENT CENTER
ONE WEST MARKET STREET • ROOM 1103

SNOW HILL, MARYLAND

21863-1195

July 15, 2020

To: Harold Higgins, Chief Administrative Officer
Worcester County Commissioners

From: Kim Reynolds, Senior Budget Accountant

A handwritten signature in blue ink, appearing to read "K. Reynolds".

Subject: CDBG COVID Grant Award & Agreement (Grant No: CV-1-13)

Attached please find the Maryland Community Development Block Grant (CDBG) COVID Grant Agreement in the amount of \$64,265 with an in-kind match of \$3,000 from Diakonia, Inc. and an in-kind match of \$3,000 from County Administration staff. Also attached are the sub-recipient grant agreements for signature. The grant award breakdown for each organization is as follows:

Worcester County Developmental Center:

Chrome Books & IT programming

\$ 31,400

Pg. 38

Diakonia, Inc.:

Staff salary and covid supplies for homeless assistance

\$ 32,865

Pg. 44

July 8, 2020

The Honorable Joseph M. Mitrecic
President
Board of County Commissioners
Worcester County
1 West Market Street
Snow Hill, MD 21863-1195

Re: Grant Agreements
Maryland Community Development Block Grant Program
Grant No.: CV-1-13

Dear President Mitrecic:

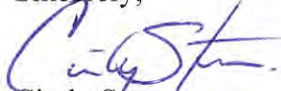
I am pleased to send two originals of your Maryland Community Development Block Grant Agreement, outlining your requirements as a grantee. The Agreement package contains the Grant Payment Procedures, Electronic Funds Transfer Registration Form/Designation of Depository, and signature forms. Please execute Page 8 on both of the Grant Agreements and have the signature witnessed.

Within 10 days of their receipt, return both originals to the State CDBG Office for final processing. Once the Agreement is fully executed, you will receive a copy for your records.

Please note the expiration date of the grant which is listed in 6b on Page 3 of the Agreement. There will be no extensions of time beyond this period and the County must meet specific expenditure benchmarks or risk losing funds. Also, please read carefully the Special Terms and Conditions contained in Exhibit A.

We look forward to working with you in successfully implementing your project. If you have any questions about your Grant Agreement, please contact me at 301/429-7519.

Sincerely,



Cindy Stone
Director
Community Development Programs

cc: Kim Reynolds, County



LARRY HOGAN
Governor
BOYD K. RUTHERFORD
Lt. Governor
KENNETH C. HOLT
Secretary

July 7, 2020

The Honorable Joseph M. Metrecic
President
Office of the County Commissioners
Worcester County Government Center
One West Market Street – Room 1103
Snow Hill, MD 21863-1195

Dear President Metrecic:

On behalf of Governor Larry Hogan and Lieutenant Governor Boyd K. Rutherford, it is my pleasure to inform you that Worcester County's request for critical funding to assist with the impact of the coronavirus has been approved in the amount of \$64,265. This special allocation of Community Development Block Grant funds under the CARES Act is a valuable resource for the nation and the State of Maryland and will allow the County to help those in need.

This funding is conditioned upon execution of a grant agreement between the Department of Housing and Community Development (the Department) and the County. The Community Development Block Grant Program is administered by the Department through the Division of Neighborhood Revitalization. My staff is preparing an agreement that will be mailed to the County in the next week.

Again, congratulations on your award. If I may be of further assistance on this or any other matter, please do not hesitate to contact me or Ms. Cindy Stone, Director of Community Programs, at 301-429-7519 or via e-mail at Cindy.Stone@maryland.gov.

Sincerely,

A handwritten signature in blue ink, appearing to read "Kenneth C. Holt".

Kenneth C. Holt
Secretary

cc: Ms. Kim Reynolds, Worcester County Budget Accountant
Ms. Cindy Stone, Maryland Department of Housing and Community Development



MARYLAND DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
7800 HARKINS RD • LANHAM, MD 20706 • DHCD.MARYLAND.GOV
301-429-7400 • 1-800-756-0119 • TTY/RELAY 711 or 1-800-735-2258



**MARYLAND COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
COVID – ROUND 1
GRANT AGREEMENT**

This Maryland Community Development Block Grant Program (CDBG) Grant Agreement (this "Agreement") by and between the Maryland Department of Housing and Community Development, a principal department of the State of Maryland ("DHCD"), and the COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, a political subdivision of the State of Maryland ("Grantee"), is entered into as of the date it is executed by DHCD (the "Effective Date").

WHEREAS, the federal Department of Housing and Urban Development ("HUD") has authorized the State of Maryland (the "State") to distribute and administer supplemental federal Maryland Community Development Block Grant ("CDBG") funds received under the Coronavirus Aid Relief, and Economic Security Act signed into law on March 27, 2020, which is subject to the Housing and Community Development Act of 1974, as amended, for the purpose of preventing, preparing for and responding to coronavirus;

WHEREAS, the Maryland General Assembly has appropriated federal CDBG funds to DHCD in order to establish and administer the Maryland CDBG Program, which program is more fully described in the Substantial Amendment to the Consolidated Plan-Action Plan dated SFY20/FFY19 (the "Consolidated Plan") issued by DHCD; and

WHEREAS, the Grantee has applied to the State for CDBG funds for the project(s) described in Grantee's application (the "Project") and the Project(s) has been selected for CDBG funding on the basis of the Consolidated Plan.

NOW, THEREFORE, in consideration of the foregoing, and subject to the conditions contained herein, DHCD and the Grantee agree as follows:

1. Purpose of Agreement. The purpose of this Agreement is to provide the Grantee with funds which will enable the Grantee to carry out the Project(s), the approved scope of work for which is described in the attached Exhibit A. The Project activities are designed to satisfy the CDBG national objective of Benefit to Low and Moderate Income Person – Limited Clientele (the "National Objective").
2. Grant Funds Provided. In consideration of the various obligations to be undertaken by Grantee pursuant to this Agreement, DHCD agrees to provide Grantee with funds in an amount not to exceed \$64,265 (the "CDBG Grant") subject to the terms and conditions set forth in this Agreement and to the availability of federal funds.

3. Authorized Uses of Grant Funds. Grantee agrees to use the CDBG Grant funds only for the Project(s) activities within the Grantee's jurisdiction, described in Exhibit A.

4. Expenditure of Grant Funds.

a. The Grantee shall use the CDBG Grant funds only in accordance with the Grant budget outlined in Exhibit B (the "Grant Budget"), and shall not expend more than the amount allocated for any project in the Grant Budget without the prior written consent of DHCD. However, the Grantee is permitted to make minor transfers between approved line items in the Grant Budget of the CDBG Grant Agreement of up to 10% total without the prior written consent of DHCD unless the transfer of funds would increase the Project Administrative line item.

b. Grantee must expend and request 25% of grant funds within 180 days of the award approval date. If Grantee fails to meet this requirement, DHCD shall have the right to evaluate performance and recapture funds from the CDBG grant.

c. Grantee must expend and request 50% of grant funds within 365 days of the award approval date. If Grantee fails to meet this requirement, DHCD shall have the right to evaluate performance and recapture funds from the CDBG grant.

d. If the application was submitted on behalf of eligible Subrecipients (as set forth in Exhibit A), the Grantee shall either distribute the CDBG funds to such Subrecipients to implement the Project(s) or the Grantee may implement the Project(s) on behalf of the Subrecipients.

e. Grantee may incur costs for the Project(s) to be charged against the CDBG Grant funds as of the date of the award. Notwithstanding the foregoing, in the event that emergency rental assistance is identified as an approved Project and is set forth in Exhibit A and Exhibit B, Grantee may seek reimbursement for rental arrearage beginning with May 1, 2020.

f. If, upon completion of the Project(s), there are cost savings, such amounts shall revert to DHCD and other funding sources unless DHCD has determined, in its sole determination, that the Grantee may retain a portion of the savings. Unless superseded by federal program requirements, DHCD's determination of whether to permit Grantee's retention of a portion of the cost savings will be based upon the relative proportion of investment in the Project(s) by the Grantee, DHCD and other parties providing funding.

5. Compliance with Certain Federal Requirements.

a. The Grantee shall undertake the Project(s) in accordance with regulations adopted by HUD contained in 24 CFR Part 570 governing the CDBG Program, a copy of which previously has been or will be provided to Grantee, the regulations set forth in 53 FR 22569 (June 16, 1988) related to Restrictions on the Award of Certain Contracts and Subcontracts to Foreign Countries, a copy of which previously has been or will be provided to Grantee, and all directives, policies, and procedures as adopted from time to time by HUD.

b. The Grantee also agrees to be bound by the certifications and covenants set forth in Exhibit E and, if applicable, Exhibits E-1 and E-2.

c. The Grantee shall conduct and administer the grant in conformity with Title VI of the Civil Rights Act of 1964, 42 USC §§2000d et seq and the Fair Housing Act, 42 USC §§3601-20, in addition to other regulations identified in Exhibit E.

d. The Grantee hereby certifies that it has or will adopt, within a reasonable time after the date of this Agreement, and enforce a policy, satisfactory to the Department that prohibits the use of excessive force by law enforcement agencies within their jurisdiction against any individuals engaged in nonviolent civil rights demonstrations.

6. Project Commencement and Completion; Changes.

a. Grantee shall commence the Project activities described in Exhibit A as of the Effective Date unless any special condition set forth in Exhibit A requires that Grantee undertake additional action before proceeding with a certain activity. In such instances, the Grantee shall initiate action in order to satisfy the special condition following the Effective Date.

b. The Grantee shall expend all grant funds for Project activities on or before July 31, 2022 ("Grant Period"), in accordance with the Grant Implementation Schedule set forth in Exhibit C.

c. In the following instances, it shall be necessary for DHCD and Grantee to execute an amendment of this Agreement:

(i) Grantee is proposing the addition or deletion of a Project activity or the alteration of existing approved Project activities;

(ii) Grantee is proposing a budget revision resulting in a transfer in the Grant Budget (Exhibit B) of more than 10% of the CDBG Grant between identified CDBG funded activities or any increase to the Project Administration line item.

d. The Grantee shall ensure that all necessary approvals for the commencement of Project activities have been obtained, including all applicable permits and licenses.

e. The Grantee shall endeavor to obtain all certifications, licenses, permits and approvals; and shall otherwise endeavor to satisfy all requirements necessary to operate the Project.

7. Progress of the Project. If the Project(s) is not progressing in a manner satisfactory to DHCD, or the Grantee has violated a provision of this Agreement, prior to declaring a default, DHCD may require the Grantee and/or any Subrecipient to accept technical assistance DHCD feels is necessary for the Project(s) to proceed in a manner acceptable to DHCD.

8. Disbursement of Grant Funds.

a. After the Effective Date, submission of any reports required prior to disbursement as set forth in Exhibit D, and upon the satisfaction of any special conditions to the disbursement of CDBG Grant funds contained in Exhibit A, DHCD will disburse CDBG Grant funds to the Grantee upon DHCD's approval of a properly completed request for payment form signed by two authorized representatives of the Grantee.

b. Requests for payment may seek funds to pay for projected costs anticipated to be incurred as well as costs actually incurred. DHCD shall have the right at any time to request that the Grantee provide additional supporting documentation with any request for payment.

c. Payment procedures are explained in Exhibit F (Maryland CDBG Grant Payment Procedures), the CDBG Guidebook, and the CDBG Monitoring Handbook which has been or will be provided to the Grantee. Information found in Exhibit F will always contain the most current information and instructions to be used by a Grantee.

d. DHCD has the right to withhold disbursement of CDBG Grant funds if at any time DHCD has cause to determine that the Grantee is not performing or completing the Project(s) in accordance with the terms of this Agreement.

9. Records and Reports.

a. Grantee shall maintain accurate financial and management records in a form acceptable to DHCD of all transactions relating to the receipt and expenditure of CDBG Grant funds and administration of the Project. Grantee shall make these records, administrative offices and personnel, whether full-time, part-time consultants or volunteers, available to DHCD upon request. The Grantee shall retain said records for 5 years after the closeout date of the State's grant by HUD.

During the term of this Agreement, DHCD will monitor the Project to ensure that it is being undertaken or has been completed in accordance with the terms of this Agreement. In addition, the Grantee shall monitor the Project(s) in accordance with the requirements of DHCD and all applicable federal and State requirements.

b. Grantee shall provide DHCD with the records, reports and other documentation outlined in Exhibits A and D, the CDBG Guidebook, the CDBG Monitoring Handbook, and any additional reports as may be required by DHCD.

10. Default and Remedies.

a. A default shall consist of the breach of any of Grantee's covenants, agreements or certifications in this Agreement, including failure to satisfy the National Objective, or the expenditure of CDBG Grant funds for any use other than for the purposes itemized in the Grant Budget shown in Exhibit B or in an unauthorized manner.

b. Upon the occurrence of any default, DHCD shall have the right to terminate this Agreement by written notice to the Grantee. Grantee shall have 30 days from the date DHCD's notice was postmarked to cure the default. After the conclusion of this 30 day period, if Grantee has not cured or commenced curing the default to the satisfaction of DHCD, DHCD may at its option immediately terminate this Agreement. In the event of termination by DHCD:

(i) The Grantee's authority to request a disbursement shall cease and the Grantee shall have no right, title or interest in or to any of the CDBG Grant funds not disbursed;

(ii) DHCD may demand repayment from the Grantee of any amounts DHCD determines were not expended in accordance with this Agreement; and

c. In addition to the rights and remedies contained in this Agreement, DHCD may at any time proceed to protect and enforce all rights available to DHCD by suit in equity, action at law, or by any other appropriate proceedings, all of which rights and remedies shall survive the termination of this Agreement.

11. Indemnification. Grantee releases DHCD from, agrees that DHCD shall not have any liability for, and agrees to protect, indemnify and save harmless DHCD from and against any and all liabilities, suits, actions, claims, demands, losses, expenses and costs of every kind and nature, including reasonable attorney's fees, incurred by or asserted or imposed against DHCD as a result of or in connection with the Project. All money expended by DHCD as a result of such liabilities, suits, actions, claims, demands, losses, expenses, or costs, together with interest at a rate not to exceed the maximum interest rate permitted by law, shall be immediately and without notice due and payable by Grantee to DHCD.

12. Conflicts of Interest. Except for approved eligible administrative and personnel costs shown in the Grant Budget, none of the Grantee's designees, agents, members, officers, employees, consultants or members of its governing body or any local governmental authority exercising jurisdiction over the Project(s), and no other public official of the Grantee or such authority or authorities who exercises or has exercised any functions or responsibilities with respect to the Project during such person's tenure, or who is in a position to participate in a decision-making process or gain inside information with regard to the Project(s), has or shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the Project(s) at any time during or after such person's tenure.

13. Applicability to Subrecipients and Contractors. Where performance of the Project(s) is to be carried out by any subrecipient or contractor of the Grantee, the provisions of this Agreement shall be made binding on such subrecipient or contractor by the Grantee. This shall be accomplished by a written agreement or contract between the Grantee and any subrecipient or contractor, which shall include, among other things, the certifications set forth in Exhibit E-2 where the amount a subrecipient or contractor receives exceeds \$100,000. Where the term "Grantee" appears in this Agreement it shall be interpreted to include any subrecipient or contractor of the Grantee. Grantee acknowledges and agrees that Grantee has the ultimate legal responsibility for ensuring compliance with the requirements of this Agreement and for any resolution of findings, concerns or issues including those resulting in repayment.

14. Program Director; Notices.

a. The Program Director of the Maryland CDBG Program shall serve as the representative of DHCD for this Agreement.

b. All notices, requests, approvals and consents of any kind made pursuant to this Agreement shall be in writing. Any such communication, unless otherwise specified, shall be deemed effective as of the date it is mailed, postage prepaid, addressed as follows:

(i) Communications to DHCD shall be mailed to:

**CDBG Program Director
Division of Neighborhood Revitalization
Department of Housing and Community Development
7800 Harkins Road
Lanham, MD 20706**

(ii) Communications to Grantee shall be mailed to the Chief Elected Official and to:

**Kim Reynolds
Budget Accountant
Worcester County
1 West Market Street
Snow Hill, MD 21863**

15. Amendment. This Agreement or any part hereof, may be amended from time to time only by a written instrument executed by DHCD and the Grantee.

16. Assignment. This Agreement may not be assigned without the prior written approval of DHCD.

17. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all prior oral and written agreements between the parties hereto with respect to the CDBG Grant funds.

18. Governing Law. This Agreement shall be construed, interpreted and enforced in accordance with the laws of the State without regard to its conflict of laws and provisions.

19. Effective Date of Agreement. Two original copies of this Agreement shall be presented to Grantee for acceptance and execution. After execution by Grantee, they will be executed and dated by DHCD. The Effective Date of this Agreement will be the date of DHCD's execution.

20. Term of Agreement. Unless sooner terminated pursuant to Section 10 of this Agreement or by the mutual consent of Grantee and DHCD, this Agreement shall remain in effect until Grantee's Project(s) has been completed, the National Objective has been met, the final amounts of the CDBG Grant have been disbursed, all reports and records due by the Grantee to DHCD have been submitted and approved by DHCD, the Project(s) has been monitored and all findings, concerns

and/or issues have been successfully resolved, and DHCD has issued an official letter closing the grant.

21. Further Assurances and Corrective Instruments. The Grantee agrees that it will, from time to time, execute and deliver, or cause to be executed and delivered, such amendment hereto and such further instruments as may be required by DHCD or HUD to comply with any existing or future State or federal regulations, directives, policies, procedures, and other requirements, or to further the general purposes of this Agreement.

22. Delay Does Not Constitute Waiver. No failure or delay of DHCD to exercise any right, power or remedy consequent upon default shall constitute a waiver of any such term, condition, covenant, certification or agreement of any such default or preclude DHCD from exercising any such default or preclude DHCD from exercising any such right, power or remedy at any later time or times.

23. Execution. This Agreement and any amendments thereto may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement or amendment and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Agreement or amendment and of signature pages by facsimile or by electronic transmission shall constitute effective execution and delivery of this Agreement or amendment as to the parties and may be used in lieu of the original Agreement or amendment for all purposes. Signatures of the parties transmitted by facsimile or electronic transmission shall be deemed to be their original signatures for all purposes.

[Remainder of page intentionally left blank]

Witness our hands and seals.

ATTEST

**COUNTY COMMISSIONERS
OF WORCESTER COUNTY, MARYLAND**

(Typed Name and Title)

By: _____ (SEAL)
Joseph M. Mitrecic
President

WITNESS:

**DEPARTMENT OF HOUSING AND
COMMUNITY DEVELOPMENT**
A principal department of the State
of Maryland

By: _____ (SEAL)
Kenneth C. Holt
Secretary

EFFECTIVE DATE: _____

APPROVED:

By: _____
Carol Gilbert,
Assistant Secretary and Director,
Division of Neighborhood Revitalization

Approved for form and legal sufficiency this ____ day of _____, 2020.

Assistant Attorney General.

- Exhibit A: Scope of Services and Special Terms and Conditions
- Exhibit B: Grant Budget
- Exhibit C: Grant Implementation Schedule
- Exhibit D: Grant Reporting Schedule and Monitoring Documentation Requirements
- Exhibit E: General Certification
- Exhibit E-1: Restrictions on the Award of Certain Contracts and Subcontracts to Foreign Countries
- Exhibit E-2: Certification for Grants in Excess of \$100,000
- Exhibit F: Grant Payment Procedures
- Exhibit G: Federal Award Information

EXHIBIT A**PROJECT A****MARYLAND CDBG CV ROUND 1 PROJECT SCOPE OF SERVICES**

as more fully described in Grantee's application for CDBG funds submitted June 12, 2020.

GRANTEE: COUNTY COMMISSIONERS OF WORCESTER COUNTY

SUBRECIPIENT: DIAKONIA, INC.

PROJECT NAME
AND LOCATION: HOMELESS SERVICES
Countywide, Worcester CountyPROJECT
DESCRIPTION: Funds will be used for the cost of a staffperson and for COVID testing supplies for homeless persons due to increased needs as a result of the COVID 19 crisis.NATIONAL
OBJECTIVE: Benefit to Low and Moderate Income Persons – Limited ClienteleESTIMATED NUMBER
BENEFICIARIES: 50 PersonsNUMBER LMI
BENEFICIARIES: 50 Persons% OF LMI
BENEFICIARIES: 100%

SPECIAL TERMS AND CONDITIONS:

This section highlights Special Terms and Conditions specific to this grant and activities but does not identify all compliance regulations and requirements.

1. **National Objective Records - LMI - Limited Clientele:**
While homeless persons are presumed to be low income, the Grantee is to collect information on clients. For each person who receives services or assistance, provide information on race, ethnicity, and gender. Additional information may be requested in the Semi-Annual report provided to the Grantee for this specific grant. All records must be in a form and contain documentation, information or data satisfactory to DHCD.
2. **Audit**
The Grantee shall obtain the services of an independent, certified public accountant to perform an organizational-wide Single Audit of the Grantee in accordance with the *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* found in 2 CFR Part 200 (the "Audit"). Copies of the Audit are due to the DEPARTMENT and to the CDBG PROGRAM DIRECTOR within 9 months after the end of the Grantee's fiscal year. This applies to all projects under this grant.
3. **Environmental Review**
The Grantee submitted required environmental review forms with the application. There are no additional requirements. This applies to all projects under this grant.
4. **Recordkeeping**
The Grantee is required to maintain hard copy (not digital) files until the grant has been monitored and a close out letter has been issued by DHCD.
5. **Required Second Public Hearing**
Grantees are to conduct a second public hearing which must take place in conjunction with a regularly scheduled meeting of the elected public officials. The second hearing should provide a review of program performance and status of grant activities. It must be held prior to the grant end date. The notice of the hearing must be published in a local newspaper at least five (5) days prior to the hearing. This applies to all projects under grant.
6. **Required Plans**
The Grantee must ensure that all required plans have been adopted or updated and maintained throughout the life of the grant. This applies to all projects under grant.
7. **Support Documentation**
Staff costs are to be documented with timesheets and payroll information. Forms will be provided to use.
8. **Duplication of Benefits**
The Grantee is to ensure that there is no duplication of benefits and that funds for this project are in addition to other available funds.

9. **Procurement**

The Grantee must comply with the CDBG procurement requirements.

10. **Approval to Pre-Incur Costs**

The Grantee may begin to incur costs as of July 1, 2020 provided the subrecipient agreement has been executed. This applies both projects under this grant.

11. **In-Kind Costs**

The Grantee must track and report on in-kind costs supporting grant oversight and administration.

12. **Subrecipient Agreement**

The Grantee and Subrecipient must execute a Subrecipient Agreement prior to the commencement of activities. It must include all projects awarded under this grant. Please provide a copy of the executed agreement to your CDBG Project Manager.

EXHIBIT A**PROJECT B**

MARYLAND CDBG CV ROUND 1 PROJECT SCOPE OF SERVICES
as more fully described in Grantee's application for CDBG funds submitted June 12, 2020.

GRANTEE: COUNTY COMMISSIONERS OF WORCESTER COUNTY

SUBRECIPIENT: WORCESTER COUNTY DEVELOPMENTAL CENTER

**PROJECT NAME
AND LOCATION:** CLIENT OUTREACH
Countywide, Worcester County

**PROJECT
DESCRIPTION:** Funds will be used to pay for equipment for use by staff and clients to provide virtual day programs and services to developmentally disabled adults who are isolated due to the COVID crisis.

**NATIONAL
OBJECTIVE:** Benefit to Low and Moderate Income Persons – Limited Clientele

**ESTIMATED NUMBER
BENEFICIARIES:** 100 Persons

**NUMBER LMI
BENEFICIARIES:** 100 Persons

**% OF LMI
BENEFICIARIES:** 100%

SPECIAL TERMS AND CONDITIONS:

This section highlights Special Terms and Conditions specific to this grant and activities but does not identify all compliance regulations and requirements.

1. National Objective Records - LMI - Limited Clientele:

Disabled adults are those that meet the U.S. Census definition of severely disabled. This definition classifies adult persons if they (a) use a wheel-chair or had used another special aid for six months or longer; (b) are unable to perform one of more functional activities (seeing, hearing, having one's speech understood, lifting and carrying, walking up a flight of stairs, and walking) or need assistance with an activity of daily living (which includes getting around inside the home, getting in or out of a chair or a bed, bathing, dressing, eating and toileting) or an instrumental activity of daily living (which includes going outside the home, keeping track of money, preparing meals, doing light housework and using the telephone); (c) are prevented from working at a job or doing housework; or (d) have a selected condition including autism, cerebral palsy, Alzheimer's disease, dementia, or mental retardation. Also persons who are under 65 years of age and who are covered by Medicare or who receive SSI are considered to have a severe disability.

The grantee is to document and provide data showing race, ethnicity and gender of the head of household. All records must be in a form and contain documentation, information or data satisfactory to DHCD.

2. Recordkeeping

The Grantee is required to maintain hard copy (not digital) files until the grant has been monitored and a close out letter has been issued by DHCD.

3. Duplication of Benefits

The Grantee is to ensure that there is no duplication of benefits and that funds for this project are in addition to other available funds.

4. Procurement

The Grantee must comply with the CDBG procurement requirements.

5. In-Kind Costs

The Grantee must track and report on in-kind costs supporting grant oversight and administration.

6. Subrecipient Agreement

The Grantee and Subrecipient must execute a Subrecipient Agreement prior to the commencement of activities. It must include all projects awarded under this grant. Please provide a copy of the executed agreement to your CDBG Project Manager.

MARYLAND COMMUNITY DEVELOPMENT BLOCK GRANT PROJECT BUDGET

PROJECT	CDBG FUNDS	OTHER FUNDS	TOTAL COSTS	SOURCE OF OTHER FUNDS
A. Homeless Services	\$32,865	\$3,000	\$35,865	County/Diakonia
B. Client Outreach	\$31,400		\$31,400	
E. Project Administration		\$3,000	\$3,000	County
TOTAL GRANT COSTS	\$64,265	\$6,000	\$70,265	

EXHIBIT C

MARYLAND CDBG PROJECT IMPLEMENTATION SCHEDULE

Grant Approval

Date: July 1, 2020

Implementation of

Activities: On-going until completed

180 Day

Expenditure

Deadline: A minimum of 25% of grant funds must be expended by
December 27, 2020

365 Day

Expenditure

Deadline: A minimum of 50% of grant funds must be expended by June 30, 2021

Grant End Date: July 31, 2022

EXHIBIT D

CDBG GRANT REPORTING SCHEDULE AND MONITORING DOCUMENTATION REQUIREMENTS

Reports and documents shall be submitted to the address shown in Section 16(b)(i) of the Agreement. Reports shall be submitted on any applicable forms provided by DHCD and contain any information specifically requested by the CDBG Program Director.

TYPE OF REPORT	DUE DATE
Quarterly Status Report	Due January 5, April 5, July 5 and October 5 for the preceding three months
Annual Single Audit Report	To Program Director within 9 months of the end of the grantee's fiscal year if applicable
Final Progress Report	To Project Manager when notified to complete

Documents to be in local files and available for review during grant monitoring includes but is not limited to:

- Citizen Participation Plan
- Residential Anti-Displacement and Relocation Assistance Plan
- Conflict of Interest Policy
- Personnel Policies
- Fair Housing and Equal Opportunity Plan
- Section 3 Plan
- Minority Business Plan
- Section 504 Self Evaluation

Additional documentation is identified in Exhibit A of the grant agreement, the CDBG Guidebook and the CDBG Monitoring Handbook which are provided to grantees.

7/1/20

EXHIBIT E

GENERAL CERTIFICATION

The Grantee certifies and agrees that:

- (1) The grant will be administered in accordance with the CDBG Citizen Participation Plan which was adopted by the elected officials of the jurisdiction prior to submission of an application for funding.
- (2) Its chief executive officer or other officer of applicant approved by the Department of Housing and Community Development:
 - (a) Consents to assume the status of a responsible Federal official under the National Environmental Policy Act of 1969 (NEPA) and other provisions of Federal law, as specified at 24 CFR 58.1, which further the purposes of NEPA insofar as the provisions of such Federal law apply to the Maryland Community Development Block Grant Program; and
 - (b) Is authorized and consents on behalf of the applicant and himself/herself to accept the jurisdiction of the Federal courts for the purpose of enforcement of his/her responsibilities as such an official.
- (3) It will comply with the regulations, policies, guidelines and requirements found in 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, as they relate to the application, acceptance, and use of Federal funds under this Part.
- (4) It will comply with:
 - (a) Section 110 of the Housing and Community Development Act of 1974, as amended, 24 CFR 570.603, and State regulations regarding the administration and enforcement of labor standards;
 - (b) The provisions of the Davis-Bacon Act (40 U.S.C. 276a) with respect to prevailing wage rates (except for projects for the rehabilitation of residential properties of fewer than eight units);
 - (c) Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C. 327-333, requiring that mechanics and laborers (including watchmen and guards) employed on federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of eight in a calendar day or forty in a work-week, whichever is greater; and
 - (d) Federal Fair Labor Standards Act of 1938, 29 U.S.C. 201 *et seq.*, requiring that covered employees be paid at least the minimum prescribed wage, and also that they be paid one and one-half times their basic wage rate for all hours worked in excess of the prescribed work-week.
- (5) Assessment Provision

It will not attempt to recover any capital costs of public improvements assisted in whole or part with CDBG funds by assessing any amount against properties owned and occupied by persons of low and moderate income including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless (i) CDBG funds received are used to pay the proportion of such fee or assessment that relates to the capital costs of such public improvements that are financed from revenue sources other than CDBG funds; or

- (ii) for purposes of assessing any amount against properties owned and occupied by persons of low an moderate income who are not persons of very low income, the grantee certifies to the Secretary or such State, as the case may be, that it lacks sufficient funds received from CDBG Program to comply with the requirements of clause (i).
- (6) It will comply with all requirements imposed by the State concerning special requirements of law, program requirements, and other administrative requirements approved in accordance with 2 CFR Part 200,
- (7) It will require every building or facility (other than a privately owned residential structure) designed, constructed, or altered with funds provided under this Part to comply with the Requirements of the Americans With Disabilities Act. The applicant will be responsible for conducting inspections to insure compliance with these specifications by the contractor.
- (8) It will comply with the following fair housing and equal opportunity regulations and requirements:
- (a) Title VI of the Civil Rights Act of 1964 (Public Law 88-352), and the regulations issued pursuant thereto (24 CFR Part 1);
 - (b) Title VIII of the Civil Rights Act of 1968 (Public Law 90-284), as amended;
 - (c) Section 106 (d)(5)(B) of Title I of the Housing and Community Development Act of 1974, as amended;
 - (d) Executive Order 11259;
 - (e) Section 109 of Title 1 of the Housing and Community Development Act of 1974, and the regulations issued pursuant thereto (24 CFR Part 570.601);
 - (f) Executive Order 11063 on equal opportunity;
 - (g) Executive Order 11246, as amended by Executive Order 13672;
 - (h) The Fair Housing Amendment Act of 1988;
 - (i) The Housing for Older Persons Act of 1995;
 - (j) The Age Discrimination Act of 1975;
 - (k) Section 504 of the Rehabilitation Act of 1973;
 - (l) The Americans with Disabilities Act of 1990;
 - (m) The Equal Employment Opportunity Act;
 - (n) The Immigration Reform and Control Act of 1986; and
 - (o) The Vietnam Era Veteran's Readjustment Act of 1974 (revised Jobs for Veterans Act of 2002);
- (9) It will comply with Section 3 of the Housing and Urban Development Act of 1968, as amended, for projects with contracts for work in excess of \$100,000, to the greatest extent feasible, provide opportunities for training and employment to lower income residents of the county or award contracts to eligible business concerns which are located in, or owned in substantial part by, persons residing within the county of the grantee.
- (10) It will minimize displacement of persons and provide for services and benefits to any person or business involuntarily and permanently displaced as a result of activities associated with program funds as outlined in

the CDBG Residential Anti-Displacement and Relocation Assistance Plan which was adopted by the elected officials of the jurisdiction prior to submission of the application.

- (11) It will, in the event that displacement occurs as a part of a CDBG funded project, comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and HUD implementing instructions at 24 CFR Part 42.
- (12) It will establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business or other ties.
- (13) It will comply with the provisions of the Hatch Act of 1939 which limits the political activity of employees.
- (14) It will give State, HUD and the Comptroller General through any authorized representatives access to and the right to examine all records, books, paper, or documents related to the grant.
- (15) It will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the program are not listed on the Environmental Protection Agency (EPA) list of Violating Facilities and that it will notify the State of the receipt of any communications from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
- (16) It will comply with the flood insurance purchase requirements of the Flood Disaster Protection Act of 1973, where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any areas, that has been identified by the Federal Emergency Management Agency as being in a floodplain or in an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.
- (17) It will in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, comply with Section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. 470), Executive Order 11593, and the Preservation of Archeological and Historical Data Act of 1974 (16 U.S.C. 469-1, et seq.).
- (18) It will comply with:
 - (a) The National Environmental Policy Act of 1969 (42 U.S.C. Section 4321 et seq.) and 24 CFR Part 58;
 - (b) Executive Order 11988, Floodplain Management;
 - (c) Executive Order 11990, Protection of Wetlands;
 - (d) The Endangered Species Act of 1973, as amended, (16 U.S.C. Section 1531 et seq.);
 - (e) The Fish and Wildlife Coordination Act of 1958, as amended, (16 U.S.C. Section 661 et seq.);
 - (f) The Wild and Scenic Rivers Act of 1968, as amended, (16 U.S.C. Section 1271);
 - (g) The Safe Drinking Water Act of 1974, as amended, (42 U.S.C. Section 300(f) et seq.);
 - (h) The Clean Air Act of 1970, as amended, (42 U.S.C. Section 7401 et seq.);
 - (i) The Federal Water Pollution Control Act of 1972, as amended, (33 U.S.C. Section 1251 et seq.);

- (j) The Clean Water Act of 1977, (Public Law 95-217); and
 - k) The Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. Section 6901 et seq.).
- (19) It will comply with the Residential Lead-Based Paint Hazard Reduction Act of 1992, as amended (Title X of the Housing and Community Development Act of 1992) and the EPA's Lead-Based Paint Renovation, Repair and Painting Rule when rehabilitating houses or buildings for residential use.
- (20) It will comply with all parts of Title I of the Housing and Community Development Act of 1974, as amended, which have not been cited previously as well as with other applicable laws.

Revised 9/17

EXHIBIT E-1

RESTRICTIONS ON THE AWARD OF CERTAIN CONTRACTS AND SUBCONTRACTS TO FOREIGN COUNTRIES

If the Project constitutes a Public Building or Public Work Project, as those terms are defined in this Exhibit E-1, and pursuant to Section 109 of Public Law 100-202, the Joint Resolution making Further Continuing Appropriations in Fiscal Year 1988 (the "Appropriations Act"). Grantee hereby covenants and agrees as follows:

1. It shall not enter into any contract with a contractor or subcontractor of a country listed by the United States Trade Representatives (the "USTR") in the Federal Register on December 30, 1987, 53 FR 49255, for the construction, alteration, or repair of any Public Building or Public Work Project or any contract for architectural, engineering or other service directly related to the preparation for or performance of the construction, alteration, or repair of any Public Building or Public Work Project in the United States or possession of the United States.

2. Grantee shall not use any product in the construction, alteration or repair of any Public Building or Public Work Project in the United States, including permanently affixed equipment, instruments, utilities, electronic and other devices, but not including vehicles or construction equipment, if more than 50% of the total cost of the product is allocable to production or manufacture in a country listed by USTR.

3. A "Public Building" means a building for which construction, completion, rehabilitation or repair is carried on directly by authority of United States Department of Housing and Urban Development ("HUD") where the building is or will be publicly owned or operated and is intended to serve the interest of the general public.

4. A "Public Work Project" means construction activity, including construction, completing rehabilitation or repair of publicly owned or operated improvements such as bridges, dams, parks, streets, sidewalks, curbs, gutters, parking facilities, tunnels, sewers, mains, powerlines, pumping stations, airports, terminals, docks, piers, wharves, ways, levees, canals, dredging, shoring, rehabilitation or reactivation of public buildings, excavating, clearing, and landscaping, where the work performed is for an improvement intended to serve the interest of the general public. For the purposes of this definition, construction activity does not include manufacturing, furnishing of material, or servicing and maintenance work.

5. The Grantee shall include the following provisions in any material it uses to solicit bids or request proposals related to the construction, alteration or repair of the Project:

(a) Definitions.

"Component," as used in this clause, means those articles, materials, and supplies incorporated directly into the product.

"Contractor or subcontractor of a foreign country," as used in this clause, means any contractor or subcontractor that is a citizen or national of a foreign country or is controlled directly or indirectly by citizens or nationals of a foreign country. A contractor or subcontractor shall be considered to be a citizen or national of a foreign country, or controlled directly or indirectly by citizens or nationals of a foreign country:

- (1) If 50 percent or more of the contractor or subcontractor is owned by a citizen or a national of the foreign country;
- (2) If the title to 50 percent or more of the stock of the contractor or subcontractor is held subject to trust or fiduciary obligation in favor of citizens or nationals of the foreign country;

- (3) If 50 percent or more of the voting power in the contractor or subcontractor is vested in or exercisable on behalf of a citizen or national of the foreign country;
- (4) In the case of a partnership, if any general partner is a citizen of the foreign country;
- (5) In the case of a corporation, if its president or other chief executive officer or the chairman of its board of directors is a citizen of the foreign country or the majority of any number of its directors necessary to constitute a quorum are citizens of the foreign country or the corporation is organized under the laws of the foreign country or any subdivision, territory, or possession thereof; or
- (6) In the case of a contractor or subcontractor who is a joint venture, if any participant firm is a citizen or national of a foreign country or meets any of the criteria in subparagraphs (a)(1) through (5) of this clause.

"Product", as used in this clause, means construction materials-i.e., articles, materials, and supplies brought to the construction site for incorporation into the Public Works Project, including permanently affixed equipment, instruments, utilities, electronic or other devices, but not including vehicles or construction equipment. In determining the origin of a product, the Grantee will consider a product as produced in a foreign country if it has been assembled or manufactured in the foreign country; or if the cost of the components mined, produced, or manufactured in the foreign country exceed 50 percent of the cost of all its components.

- (b) Certification. Except as provided in paragraph (c) of this provision, by submission of its bid or proposal, the offeror certifies that it:
 - (1) Is not a contractor of a foreign country included on the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR) (see paragraph (h) of this provision);
 - (2) Has not or will not enter into any subcontract with a subcontractor of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR; and
 - (3) Will not provide any product of a country included on the list of foreign countries that discriminate against U.S. firms published by the USTR.
- (c) Inability to certify. An offeror unable to certify in accordance with paragraph (b) of this provision shall submit with its offer a written explanation fully describing the reasons for its inability to make the certification.
- (d) Applicability of 18 U.S.C. 1001. The certification in paragraph (b) of this provision concerns a matter within the jurisdiction of an agency of the United States, and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, U.S.C. 1001.
- (e) Notice. The offeror shall provide immediate written notice to the Contracting Officer if, at any time before the contract award, the offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

- (f) Restrictions on contract award. Unless a waiver to these restrictions is granted by the Secretary of Housing and Urban Development, no contract will be awarded to a offeror:
- (1) Who is owned or controlled by a citizen or national of a foreign country included on the list of foreign countries that discriminate against U.S. firms published by the USTR;
 - (2) Whose subcontractors are owned or controlled by citizens or nationals of a foreign country on the USTR list; or
 - (3) Who incorporates any product of a foreign country on the USTR list in the public works project.
- (g) Recordkeeping. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (b) of this provision. The knowledge and information of an offer or is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (h) USTR list. The USTR published an initial list in the Federal Register on December 30, 1987 (53 FR 49244), which identified one country - Japan. The USTR can add countries to the list, and remove countries from it, in accordance with Section 109(c) of Publication L. 100-202."
6. The Grantee shall include the following provisions in any contract for the construction, alteration or repair of the Project:
- (a) Definitions.
- "Component," as used in this clause, means those articles, materials, and supplies incorporated directly into the product.
- "Contractor or subcontractor of a foreign country," as used in this clause, means any contractor or subcontractor that is a citizen or national of a foreign country or is controlled directly or indirectly by citizens or nationals of a foreign country. A contractor or subcontractor shall be considered to be a citizen or national of a foreign country, or controlled directly or indirectly by citizens or nationals of a foreign country:
- (1) If 50 percent or more of the contractor or subcontractor is owned by a citizen or a national of the foreign country;
 - (2) If the title to 50 percent or more of the stock of the contractor or subcontractor is held subject to trust or fiduciary obligation in favor of citizens or nationals of the foreign country;
 - (3) If 50 percent or more of the voting power in the contractor or subcontractor is vested in or exercisable on behalf of a citizen or national of the foreign country;
 - (4) In the case of a partnership, if any general partner is a citizen of the foreign country;
 - (5) In the case of a corporation, if its president or other chief executive officer or the chairman of its board of directors is a citizen of the foreign country or the majority of any number of its directors necessary to constitute a quorum are citizens of the foreign country or the corporation is organized under the laws of the foreign country or any subdivision, territory, or possession thereof; or

- (6) In the case of a contractor or subcontractor who is a joint venture, if any participant firm is a citizen or national of a foreign country or meets any of the criteria in subparagraphs (a)(1) through (5) of this clause.

"Product", as used in this clause, means construction materials-i.e., articles, materials, and supplies brought to the construction site for incorporation into the public works project, including permanently affixed equipment, instruments, utilities, electronic or other devices, but not including vehicles or construction equipment. In determining the origin of a product, the Grantee, will consider a product as produced in a foreign country if it has been assembled or manufactured in the foreign country, or if the cost of the components mined, produced, or manufactured in Section 109(c) of Pub. L 100-202.

- (b) Certification. The contractor may rely upon the certification of a prospective subcontractor that it is not a subcontractor of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR and that products supplied by such subcontractor for use on the Federal public works project under this contract are not products of a foreign country included on the list of foreign countries that discriminate against U.S. firms published by the USTR, unless such contractor has knowledge that the certification is erroneous.
- (c) Subcontracts. The contractor shall incorporate this clause, modified only for the purpose of properly identifying the parties, in all subcontracts. This paragraph (c) shall also be incorporated in all subcontracts.

Exhibit E-2

FOR CDBG GRANTS IN EXCESS OF \$100,000

The Grantee certifies, to the best of its knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an office or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The Grantee shall require that the language of this certification be included in the agreements between the Grantee and a subrecipient, contractor, or borrower where the amount a subrecipient, contractor, or borrower receives exceeds \$100,000 and the subrecipient, contractor, or borrower shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

EXHIBIT F

GRANT PAYMENT PROCEDURES

PART I. INTRODUCTION

1. PURPOSE - The Grant Payment procedures outlined herein are designed to expedite the transfer of Maryland Community Development Block Grant (CDBG) funds from the State of Maryland Department of Housing and Community Development (DHCD) to an approved grantee.
2. OUTLINE OF SYSTEM - The following is an outline of the procedures necessary to process a CDBG grant payment request under the State of Maryland's CDBG Program.
 - a. The State of Maryland makes a determination that a local government will receive funds from the Maryland CDBG Program and announces the award. The Maryland CDBG Program in the Division of Neighborhood Revitalization of DHCD sends the local government two copies of the Grant Agreement, which includes Grant Payment Procedures (Exhibit F), Vendor Electronic Funds Transfer (EFT) Registration Request Form (Exhibit 1) and the Authorized Signatures Form (Exhibit 2).
 - b. The grantee executes the Grant Agreement, which includes two sets of required grant payment procedures and forms. The grant agreement and all forms are returned to the Maryland CDBG Director, Division of Neighborhood Revitalization, DHCD, 7800 Harkins Place, Lanham, MD 20706. The grant agreement should be sent back immediately upon signing and the grant payment forms (Exhibits 1 & 2) must be signed and returned prior to first request for payment. *NOTE: The name of the grantee should appear as it is listed in the CDBG Grant Agreement on all forms and accounts.*
 - c. The Maryland CDBG Program approves the completed forms and the grantee's account in the amount of its CDBG award is established in the State's STARS financial management system.
 - d. The Maryland CDBG Program furnishes the grantee a copy of Request for Payment Form (Exhibit 3).
 - e. Following the effective date of the Grant Agreement and the completion of the Environmental Review Record which results in the grantee receiving a completed Notice of Release of Funds Form (Exhibit 4), the grantee may request funds by completing the Request for Payment Form (Exhibit 3) and the Expenditure Tracking Form (Exhibit 3A) and submitting one original to the Maryland CDBG Program in order to meet the grantees' current cash disbursement needs.
 - f. The Maryland CDBG Program will review grantee's Request for Payment. The review will:
 - verify authorized signatures;
 - verify mathematical computations;
 - for appropriate activities, verify that the environmental clearance has been obtained and the notification of release of funds issued;
 - verify that sufficient grant funds are available;
 - verify that request will not exceed amount budgeted for the appropriate project activity;
 - determine that other applicable special conditions have been met; and

- verify that the CDBG Project Manager assigned to the grantee has not put a hold on grant payments.

The Maryland CDBG Program then forwards approved Request for Payment to the Department's Finance Division which processes and submits to the Comptroller's Office for payment.

- g. The State Treasurer's Office disburses the grant payment and electronically transfers funds directly to the grantee's designated depository for credit to its account.

PART II. POLICY

1. The grantee will establish a separate, non-interest bearing depository account in a financial institution insured by FDIC or FSLIC if funds will requested from the State on an advance basis.
2. The grantee shall inform the State on the Request for Payment and Status of Funds Form (Exhibit 3) as to whether it is using an advance or reimbursement system. The system selected must be followed throughout grant implementation.

ADVANCE SYSTEM - An advance is a payment made to a grantee upon its request before cash outlays are made by the grantee.

REIMBURSEMENT SYSTEM - A reimbursement is a payment made to a grantee upon request after cash outlays have been made by the grantee.

3. A grantee that invoices on a reimbursement basis exclusively may earn interest on its depository account.
4. Any interest earned on CDBG monies requested on an advance basis will be collected by the Maryland CDBG Program and returned to the U.S. Treasury.
5. Grant payments cannot be made for any project until the the Grant Agreement is executed by all parties and the CDBG Program has determined that all other possible conditions have been met.
6. The Request for Payment form (Exhibit 3) must be accurately completed or it will not be processed. If there are questions, please contact your CDBG Project Manager prior to request being made.
7. A request should be made allowing approximately thirty days to receive the CDBG grant funds. The payment will be electronically transferred by the Treasurer's Office following receipt and approval of a completed Request for Payment form (Exhibit 3) by the Maryland CDBG Program and DHCD Finance Division.
8. A grantee that submits a request for payment on an advanced basis may keep up to \$5,000 on-hand. Additional requests should be in an amount to meet current disbursement needs (defined as the funds to be expended within five working days of receipt). If a CDBG check is deposited on Friday, checks totaling the entire amount must be written by close of business the following Friday. Grantee's that request payment on a reimbursement basis are not subject to the five working day rule. All grant funds must be expended from grantee's account by the grant end date and any funds remaining on-hand will be recaptured.
9. A grantee may request a grant payment from DHCD as often as needed. Except for the final payment, the minimum amount that may be requested is \$5,000.

10. Any eligible project income, such as principal and interest payments from residential or commercial rehabilitation loan, deposited to the grantee's general CDBG account or to a subsidiary account for revolving loan purposes must, to the extent feasible, be disbursed by the grantee prior to a request for additional funds.

PART III. GRANTEE REQUIREMENTS

1. DESIGNATION OF DEPOSITORY - State of Maryland funds will be electronically transferred directly to the depository designated and authorized by the grantee for credit to the grantee's bank account. The grantee shall complete Vendor Electronic Funds Transfer (EFT) Registration Request Form (Exhibit 1) and the Authorized Signatures Form (Exhibit 2).

After the forms are completed by the grantee, send two originals to the Maryland CDBG Program, Division of Neighborhood Revitalization, Department of Housing and Community Development, 7800 Harkins Road, Lanham, MD 20706. The grantee shall retain a copy for your file. The Grantee shall execute a new Vendor Electronic Funds Transfer (EFT) Registration Request Form (Exhibit 1) whenever changes in the depository are made.

2. AUTHORIZED SIGNATURE FORM - The form for Authorized Signatures for Request for Payment on CDBG Account (Exhibit 2) must contain signatures identical to the typed names of the four individuals authorized by the grantee to co-sign the Request for Payment. The written and typed names must be identical on each form. The grantee shall submit the original forms to the Maryland CDBG Program at the address listed above and retain one set for local files. The person certifying the authorized signatures can not be listed as an authorized signature.

When the grantee submits a Request for Payment, the Maryland CDBG Program will accept only the signatures of persons named on the current signature form on file. A grantee therefore shall submit new signature forms whenever there is a change, including additions or deletions of the persons authorized to sign a Request for Payment. A change in the title or position of a person so authorized does not require another signature form if the person's authority to sign a Request for Payment remains unchanged.

3. REQUEST FOR PAYMENT FORM - The grantee shall execute one original of Request for Payment Form (Exhibit 3) each time it is determined that funds are required to meet current disbursement needs or to reimburse the grantee's advance of funds from another source.

The executed original form shall be mailed to the Maryland CDBG Program, Division of Neighborhood Revitalization, Department of Housing and Community Development, 7800 Harkins Road, Lanham, MD 20706. A copy is to be retained by the grantee for its records.

4. EXPENDITURE FORM - The Grantee is required to submit form Exhibit 3A - Expenditure Tracking Form when they submit each Request for Payment Form. This form is required at this stage rather than actual copies of bills to identify the specific expenses to be paid with the CDBG funds.
5. EXPENDITURE TRACKING FORM - LOCAL USE - The grantee is required to use and maintain form Exhibit 3B - Expenditure Tracking Form - Local Use. The purpose of this form when completed will assist the State in monitoring the grant and to assist the grantee with tracking expenditures.

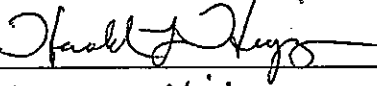

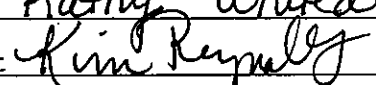
EXHIBIT 2

MARYLAND COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM AUTHORIZED SIGNATURES FOR CDBG REQUESTS FOR PAYMENT

1. Name and Address of Grantee: County Commissioners of
Worcester County, MD
1 West Market Street; Room 1103
Snow Hill, MD 21863

2. Grant Agreement Number: CV -1-13

3. The individuals named below are authorized to sign Requests for Payment:

TYPE NAME	TITLE	SIGNATURE EXACTLY AS IT APPEARS IN TYPED FORM
Harold Higgins	Chief Administrative Officer	
Kathy Whited	Budget Officer	
Kim Reynolds	Senior Budget Accountant	

4. Certification

I certify that the signatures above are of the individuals authorized to sign Requests for Payment for CDBG funds on behalf of the identified grantee. I further understand that, as the person certifying, I am not eligible to sign Requests for Payment.

Date

Title

Signature

Revised 8/19

EXHIBIT 3**MARYLAND COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
REQUEST FOR PAYMENT****SECTION I: REQUEST FOR PAYMENT**

GRANT AGREEMENT NUMBER	PAYMENT SYSTEM	REQUEST NUMBER	AMOUNT REQUESTED
CV-1-	<input type="checkbox"/> ADVANCE <input type="checkbox"/> REIMBURSEMENT		
GRANTEE NAME AND ADDRESS	NAME & TELEPHONE NUMBER OF GRANTEE CONTACT PERSON	FEDERAL ID NUMBER	

DEPOSITORY BANK AND ACCOUNT NUMBER

SECTION II: USE OF FUNDS (CDBG FUNDS ONLY)

BUDGET ACTIVITY LINE	TOTAL CDBG BUDGET AMOUNT(S)	REQUESTED AMOUNT

SECTION III: CERTIFICATION BY GRANTEE

We certify that this request in accordance with the terms and conditions of the grant agreement with the Maryland Department of Housing and Community Development and the amount requested accurately reflects the expenses, as reported on this request, and that the amount is supported by documentation in our files.

_____ AUTHORIZED SIGNATURE	_____ TITLE	_____ DATE
_____ AUTHORIZED SIGNATURE	_____ TITLE	_____ DATE

SECTION IV: STATE USE

DATE RECEIVED	AMOUNT APPROVED	PAYMENT REVIEWED BY	PAYMENT APPROVED BY	APPROPRIATION CODE

EXHIBIT 3A

MARYLAND COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

EXPENDITURE TRACKING FORM

Grant #: _____

Payment Request #: _____ Amount Requested: _____

*For this payment request, please identify the specific expenses to be paid with the CDBG funds.
Please attach copy of form to your payment request and retain copy in your grant financial files.*

Amount Requested	Activity Line Item #	Specific Use	To Be Paid To: (Identify Specific Vendors)

STATUS OF FUNDS (CDBG FUNDS ONLY)

Total Grant Payment Received to Date \$ _____

Total Disbursements to Date \$ _____

EXHIBIT 3B

MARYLAND COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

EXPENDITURE TRACKING FORM - LOCAL USE

Grant #: _____

Please complete and retain this form in your CDBG Financial Files. It is for tracking CDBG grant funds only. The completed form will assist the State with grant monitoring.

Payment Request #	Date of Request	Amount Requested	Date Payment Received

Matching Funds

Please identify the final totals of other funds used to match the CDBG funds. Attach another sheet if necessary. Please identify In-Kind Costs on page 2.

Amount	Source of Funds

In-Kind Costs

Please calculate all in-kind costs related to this project that used match to the CDBG funds. For staff costs, please indicate the person and the number of hours in addition to the costs.

Amount	Specific Use/Hours	Source/Staff Person

EXHIBIT G

FEDERAL AWARD INFORMATION

(i)	Community Development Block Grant – COVID – Round 1	
(ii)	Name of Federal Awarding Agency	U.S. Department of Housing and Urban Development
(iii)	Catalog of Federal Assistance Number	14.228
(iv)	Federal Program Year	2020
(v)	Start Date of Federal Program Year for Program	July 1, 2020
(vi)	Total Amount of Federal Award for Program Year	\$4,691,887
(vii)	Federal Award Identification Number (FAIN)	*
(viii)	DHCD Unique Entity Identifier	028492598
(ix)	Grantee Name	County Commissioners of Worcester County, Maryland
(x)	Grantee Unique Entity Identifier/DUNS Number	101119399
(xi)	Grantee Federal Identification Number	52-6001064
(xii)	Date of Award to Grantee	July 1, 2020
(xiii)	Amount of Federal Fiscal Year 2020 Funds Obligated/Committed by this Agreement to the Grantee by DHCD	\$64,265
(xiv)	Total Amount of Federal Fiscal Year 2020 Funds Obligated/Committed to the Grantee by DHCD to date (Including the current Obligation) for Federal Fiscal Year	\$64,265

*Federal Grant Number not available at time grant agreement was prepared

Maryland Community Development Block Grant

Subrecipient Agreement

This Subrecipient Agreement dated this 15th day of July 2020 (the "Agreement"), is by and between The County Commissioners of Worcester County, MD, a political subdivision of the State of Maryland (the "Recipient") and Worcester County Developmental Center, a Maryland, a nonprofit corporation (the "Subrecipient").

WHEREAS, the Recipient has entered into an agreement (the CDBG Grant Agreement") with the Department of Housing and Community Development, a principal department of the State of Maryland ("DHCD") for a grant in the amount of \$ 31,400 (the "CDBG Grant") under the Community Development Block Grant Program ("CDBG" or the "Program") a federal program under the United States Department of Housing and Urban Development ("HUD") which is administered by DHCD;

WHEREAS, Thirty One Thousand Four Hundred Dollars of the CDBG Grant is being subgranted by the Recipient to the Subrecipient for the purposes described herein;

WHEREAS, the Program is governed by Title I of the Housing and Community Development Act of 1974, an amended (the "Act") and Subpart I of the regulations of the United States Department of Housing and Urban Development which are set forth in 24 CFR 570 (the CDBG Regulations");

WHEREAS, the CDBG Regulations require, among other things, that where all or a portion of the CDBG Grant will be used by a Subrecipient, there must be a written agreement between a recipient and a Subrecipient regarding the use of such funds; and

WHEREAS, the parties hereto desire to set forth the terms and conditions for use of the proceeds of the CDBG Grant.

NOW, THEREFORE, in consideration of the foregoing, and subject to the conditions contained herein, the Recipient and Subrecipient agree as follows:

1. Incorporation of CDBG Grant Agreement. The Subrecipient has reviewed and understands the provisions of the CDBG Grant Agreement. The terms and conditions of the CDBG Grant Agreement and all Exhibits thereto, (collectively, the "CDBG Grant Agreement") a copy of which is attached hereto as Attachment A, are hereby incorporated into and made, a part of this Agreement. The Subrecipient agrees to assist the Recipient, to cooperate with the Recipient and to assume responsibility with the Recipient in fulfilling the terms and conditions of the CDBG Grant Agreement.

2. Purpose of Agreement. The purpose of this Agreement is to provide the Subrecipient with funds to carry out the activities described in Exhibit A of the CDBG Agreement (the "Subrecipient Project").

3. Funds Provided. In consideration of the various obligations to be performed by the Subrecipient pursuant to this Agreement, the Recipient agrees to provide Subrecipient with funds in an amount not to exceed \$ 31,400 (the "Subrecipient Grant") subject to the terms and conditions set forth herein.

4. Schedule for Completion. The funded activities related to the Subrecipient Project shall be completed in accordance with the schedule attached marked as Exhibit C of the CDBG Grant Agreement (the "Schedule").

5. Expenditure of Funds.

(a) The proceeds of the Subrecipient Grant shall be expended in accordance with the Subrecipient Project budget marked as Exhibit B of the CDBG Grant Agreement hereto (the "Budget").

(b) The proceeds of the Subrecipient Grant may be used to reimburse the Subrecipient for costs incurred pursuant to the Budget for the activities described in Exhibit A of the CDBG Grant Agreement.

(c) The Recipient, in its discretion, may advance all or a portion of the Subrecipient Grant in the amounts set forth in the Budget to pay for the activities described in Exhibit A of the CDBG Grant Agreement in accordance with CDBG Payment Procedures.

6. Compliance with Federal Regulations.

(a) The Subrecipient shall undertake the Subrecipient Project in accordance with the Act and the CDBG Regulations.

(b) The Subrecipient shall comply with all of the applicable federal laws, regulations, circulars, and guidelines related to the Program which are set forth in the CDBG Grant Agreement.

7. Disbursement of Subrecipient Grant.

(a) Disbursement of funds under the Subrecipient Grant shall be in the amounts in the Budget and shall be made only for costs which have been determined by the Recipient to have been properly incurred by the Subrecipient.

(b) Requests for disbursements shall be made in the following manner:

The sub-recipient will expend funding to pay for equipment for use by staff and clients to provide virtual day programs and services to developmentally disabled adults who are isolated due to the COVID crisis. The sub-recipient shall ask for reimbursement from the grantee weekly or monthly providing invoices/receipts to substantiate equipment purchase and IT costs.

8. Records and Reports.

(a) The Subrecipient shall maintain the records related to the Subrecipient Project set forth in the CDBG Grant Agreement attached hereto and made a part hereof in a manner satisfactory to the Recipient.

(b) The Subrecipient shall produce the reports or provide information for reports set forth in the CDBG Grant Agreement on the dates and which contain the information indicated.

(c) The Subrecipient shall provide copies of all records related to the Subrecipient Project to the Recipient.

9. Term of Agreement. Unless terminated earlier pursuant to this Agreement or upon the mutual agreement of the parties with the consent of DHCD, this Agreement shall remain in full force and in effect until the Subrecipient Project has been completed to the satisfaction of the Recipient, DHCD, and HUD, all reports required by this Agreement, DHCD, or HUD have been submitted and approved, and all outstanding issues between the Recipient and the Subrecipient have been resolved in a manner satisfactory to the Recipient.

10. Default and Remedies.

(a) Any breach of any representation, warranty, covenant, condition, or provision of this Agreement, including failure of the Subrecipient to conduct and complete the activities associated with the Subrecipient Project in a manner satisfactory to the Recipient, shall constitute a default under this Agreement.

(b) The Recipient shall notify the Subrecipient, in writing, of a default under this Agreement. The Subrecipient shall have 15 days from the date of such notice to cure the default in a manner satisfactory to the Recipient. Upon the failure of the Subrecipient to cure the default in a manner satisfactory to the Recipient, the Recipient, in addition to the remedies set forth in the CDBG Grant Agreement, shall have the following remedies:

- 1) the Subrecipient, shall not be entitled to any undisbursed portions of the Subrecipient Grant;
- 2) the Recipient may, at its option, require the Subrecipient to repay all funds improperly expended by the Subrecipient; and
- 3) the Recipient may take all other actions available to it at law or in equity.

11. Reversion of CDBG Assets. Upon termination of this Agreement, the Subrecipient shall:

(a) transfer to the Recipient all undisbursed Agreement Grant funds in the possession of the Subrecipient at the time of termination, including any accounts receivable attributable to the Subrecipient Grant; and

(b) comply with any special conditions related to the Subrecipient Project set forth in the CDBG Grant Agreement hereto.

12. Inspections. The subrecipient shall permit the authorized representatives of the Recipient, DHCD, or HUD to inspect, at any reasonable time, the Project and all records related to the Project.

13. Third Party Beneficiaries. The Recipient and the Subrecipient hereby agree that all representations and warranties contained in this Agreement run to the benefit of DHCD, the State of Maryland (the "State") and HUD. The Recipient and the Subrecipient further agree and acknowledge that DHCD, the State, and HUD shall have the right to request documentation from time to time from the Recipient and/or the Subrecipient and shall be entitled to exercise all of the rights and remedies available to the Recipient against the Subrecipient.

14. No Waiver. No failure or delay by the Recipient to insist upon the strict performance of any term, condition, representation or warranty of this Agreement or to exercise any right, power or remedy shall constitute a waiver of any such term, condition, representation or warranty nor preclude the Recipient, DHCD, the State, or HUD from exercising any such right, power, or remedy at any later time.

15. Survival. All covenants, agreements, representations and warranties made in this Agreement and in any other documents delivered pursuant hereto shall survive closeout of the CDBG Grant and shall continue in full force and effect until the Recipient has complied with all terms and conditions related to the close out of the CDBG Grant Agreement between DHCD and the Recipient for the Project.

16. Notices. All reports, notices, consents or approvals required under this Agreement shall be in writing and shall be deemed to have been given properly if and when mailed by first class certified mail, return receipt requested, postage prepaid, as follows:

If to Recipient:	<u>County Commissioners of Worcester County</u> <u>Attention: Kim Reynolds</u> <u>1 W. Market Street, Room 1103</u> <u>Snow Hill, MD 21863</u>
If to Subrecipient:	<u>Worcester County Developmental Center</u> <u>8545 Newark Road</u> <u>Newark, MD 21841</u>

or to such other address as the parties above shall have furnished to the other in writing.

17. Modification /Assignment. No portion of this Agreement may be changed, waived or modified except with the written consent of Recipient and by a written agreement executed by the parties hereto. This Agreement may not be assigned, in whole or in part, without the prior written consent of DHCD.

18. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Maryland.

19. Terms Binding. All of the terms, conditions, representations, warranties and covenants of this Agreement shall apply to and be binding upon and inure to the benefit of the Recipient, DHCD, and the State. This Agreement shall be binding upon Subrecipient and its successor[s].

20. Indemnification. The Subrecipient hereby releases the Recipient, DHCD, and the State from, agrees that the Recipient, DHCD, and the State shall have no liability for, and agrees to protect, indemnify and save harmless the Recipient, DHCD, and the State from and against any liability, suit, action, claim, demand, loss, expense or cost of any kind or nature, including attorneys, fees, incurred by or asserted or imposed against, the Recipient, DHCD, or the State as a result of or in connection with the Project. Any money expended by the Recipient, DHCD, or the State as a result of such liabilities, suits, motions, claims, demands, losses, expenses or costs, together with interest at a rate not to exceed the maximum interest rate permitted by law and reasonable attorneys fees, shall be immediately and without notice due and payable by the Subrecipient to the party who has expended such money.

21. Further Assurances and Corrective Instruments. The parties hereto agree that they will, from time to time, execute and deliver, or cause to be executed and delivered, such amendment hereto and such further instruments as may be required by the Recipient, DHCD, the State, or HUD to comply with any existing or future State or federal regulations, policies, directives, procedures or other requirements or to further the general purposes of this Agreement.

22. Severability. The invalidity of any articles, section, subsection, paragraph, clause or provision of this Agreement shall not affect the validity of the remaining articles, sections, subsections, paragraphs, clauses or provisions hereof.

23. Authority. This Agreement has been duly executed and delivered by the Subrecipient and the Recipient, in such manner and form as to comply with all requirements necessary to make this Agreement the valid and legally binding and enforceable act and agreement of the Subrecipient and the Recipient.

WITNESS our hands and seals, all as of the date first written above.

WITNESS/ATTEST

(Name of Recipient) County Commissioners
of Worcester County, MD

_____(SEAL)

Name:

Title:

WITNESS/ATTEST

(Worcester County Developmental Center)

Kim Reynolds

[Signature]

Name: JACK FERRY

Title: EXECUTIVE DIRECTOR

Attachment A CDBG Grant Agreement

Attachment B CDBG Required Records and Reports

Attachment C Special Terms and Conditions

Maryland Community Development Block Grant

Subrecipient Agreement

This Subrecipient Agreement dated this 15th day of July 2020 (the "Agreement"), is by and between The County Commissioners of Worcester County, MD, a political subdivision of the State of Maryland (the "Recipient") and Diakonia, Inc., a Maryland, a nonprofit corporation (the "Subrecipient").

WHEREAS, the Recipient has entered into an agreement (the "CDBG Grant Agreement") with the Department of Housing and Community Development, a principal department of the State of Maryland ("DHCD") for a grant in the amount of \$ 32,865 (the "CDBG Grant") under the Community Development Block Grant Program ("CDBG" or the "Program") a federal program under the United States Department of Housing and Urban Development ("HUD") which is administered by DHCD;

WHEREAS, Thirty Two Thousand Eight Hundred Sixty Five Dollars of the CDBG Grant is being subgranted by the Recipient to the Subrecipient for the purposes described herein;

WHEREAS, the Program is governed by Title I of the Housing and Community Development Act of 1974, an amended (the "Act") and Subpart I of the regulations of the United States Department of Housing and Urban Development which are set forth in 24 CFR 570 (the "CDBG Regulations");

WHEREAS, the CDBG Regulations require, among other things, that where all or a portion of the CDBG Grant will be used by a Subrecipient, there must be a written agreement between a recipient and a Subrecipient regarding the use of such funds; and

WHEREAS, the parties hereto desire to set forth the terms and conditions for use of the proceeds of the CDBG Grant.

NOW, THEREFORE, in consideration of the foregoing, and subject to the conditions contained herein, the Recipient and Subrecipient agree as follows:

1. Incorporation of CDBG Grant Agreement. The Subrecipient has reviewed and understands the provisions of the CDBG Grant Agreement. The terms and conditions of the CDBG Grant Agreement and all Exhibits thereto, (collectively, the "CDBG Grant Agreement") a copy of which is attached hereto as Attachment A, are hereby incorporated into and made, a part of this Agreement. The Subrecipient agrees to assist the Recipient, to cooperate with the Recipient and to assume responsibility with the Recipient in fulfilling the terms and conditions of the CDBG Grant Agreement.

2. Purpose of Agreement. The purpose of this Agreement is to provide the Subrecipient with funds to carry out the activities described in Exhibit A of the CDBG Agreement (the "Subrecipient Project").

3. Funds Provided. In consideration of the various obligations to be performed by the Subrecipient pursuant to this Agreement, the Recipient agrees to provide Subrecipient with funds in an amount not to exceed \$ 32,865 (the "Subrecipient Grant") subject to the terms and conditions set forth herein.

4. Schedule for Completion. The funded activities related to the Subrecipient Project shall be completed in accordance with the schedule attached marked as Exhibit C of the CDBG Grant Agreement (the "Schedule").

5. Expenditure of Funds.

(a) The proceeds of the Subrecipient Grant shall be expended in accordance with the Subrecipient Project budget marked as Exhibit B of the CDBG Grant Agreement hereto (the "Budget").

(b) The proceeds of the Subrecipient Grant may be used to reimburse the Subrecipient for costs incurred pursuant to the Budget for the activities described in Exhibit A of the CDBG Grant Agreement.

(c) The Recipient, in its discretion, may advance all or a portion of the Subrecipient Grant in the amounts set forth in the Budget to pay for the activities described in Exhibit A of the CDBG Grant Agreement in accordance with CDBG Payment Procedures.

6. Compliance with Federal Regulations.

(a) The Subrecipient shall undertake the Subrecipient Project in accordance with the Act and the CDBG Regulations.

(b) The Subrecipient shall comply with all of the applicable federal laws, regulations, circulars, and guidelines related to the Program which are set forth in the CDBG Grant Agreement.

7. Disbursement of Subrecipient Grant.

(a) Disbursement of funds under the Subrecipient Grant shall be in the amounts in the Budget and shall be made only for costs which have been determined by the Recipient to have been properly incurred by the Subrecipient.

(b) Requests for disbursements shall be made in the following manner:

The sub-recipient will expend Homeless Services funding for the cost of a staff person and for COVID testing and supplies for homeless persons due to increased needs as result of the COVID 19 crisis. The sub-recipient shall ask for reimbursement from the grantee weekly or monthly providing payroll information and receipts to substantiate staff and supply costs.

8. Records and Reports.

- (a) The Subrecipient shall maintain the records related to the Subrecipient Project set forth in the CDBG Grant Agreement attached hereto and made a part hereof in a manner satisfactory to the Recipient.
- (b) The Subrecipient shall produce the reports or provide information for reports set forth in the CDBG Grant Agreement on the dates and which contain the information indicated.
- (c) The Subrecipient shall provide copies of all records related to the Subrecipient Project to the Recipient.

9. Term of Agreement. Unless terminated earlier pursuant to this Agreement or upon the mutual agreement of the parties with the consent of DHCD, this Agreement shall remain in full force and in effect until the Subrecipient Project has been completed to the satisfaction of the Recipient, DHCD, and HUD, all reports required by this Agreement, DHCD, or HUD have been submitted and approved, and all outstanding issues between the Recipient and the Subrecipient have been resolved in a manner satisfactory to the Recipient.

10. Default and Remedies.

(a) Any breach of any representation, warranty, covenant, condition, or provision of this Agreement, including failure of the Subrecipient to conduct and complete the activities associated with the Subrecipient Project in a manner satisfactory to the Recipient, shall constitute a default under this Agreement.

(b) The Recipient shall notify the Subrecipient, in writing, of a default under this Agreement. The Subrecipient shall have 15 days from the date of such notice to cure the default in a manner satisfactory to the Recipient. Upon the failure of the Subrecipient to cure the default in a manner satisfactory to the Recipient, the Recipient, in addition to the remedies set forth in the CDBG Grant Agreement, shall have the following remedies:

- 1) the Subrecipient, shall not be entitled to any undisbursed portions of the Subrecipient Grant;
- 2) the Recipient may, at its option, require the Subrecipient to repay all funds improperly expended by the Subrecipient; and
- 3) the Recipient may take all other actions available to it at law or in equity.

11. Reversion of CDBG Assets. Upon termination of this Agreement, the Subrecipient shall:

(a) transfer to the Recipient all undisbursed Agreement Grant funds in the possession of the Subrecipient at the time of termination, including any accounts receivable attributable to the Subrecipient Grant; and

(b) comply with any special conditions related to the Subrecipient Project set forth in the CDBG Grant Agreement hereto.

12. Inspections. The subrecipient shall permit the authorized representatives of the Recipient, DHCD, or HUD to inspect, at any reasonable time, the Project and all records related to the Project.

13. Third Party Beneficiaries. The Recipient and the Subrecipient hereby agree that all representations and warranties contained in this Agreement run to the benefit of DHCD, the State of Maryland (the "State") and HUD. The Recipient and the Subrecipient further agree and acknowledge that DHCD, the State, and HUD shall have the right to request documentation from time to time from the Recipient and/or the Subrecipient and shall be entitled to exercise all of the rights and remedies available to the Recipient against the Subrecipient.

14. No Waiver. No failure or delay by the Recipient to insist upon the strict performance of any term, condition, representation or warranty of this Agreement or to exercise any right, power or remedy shall constitute a waiver of any such term, condition, representation or warranty nor preclude the Recipient, DHCD, the State, or HUD from exercising any such right, power, or remedy at any later time.

15. Survival. All covenants, agreements, representations and warranties made in this Agreement and in any other documents delivered pursuant hereto shall survive closeout of the CDBG Grant and shall continue in full force and effect until the Recipient has complied with all terms and conditions related to the close out of the CDBG Grant Agreement between DHCD and the Recipient for the Project.

16. Notices. All reports, notices, consents or approvals required under this Agreement shall be in writing and shall be deemed to have been given properly if and when mailed by first class certified mail, return receipt requested, postage prepaid, as follows:

If to Recipient:	<u>County Commissioners of Worcester County</u> <u>Attention: Kim Reynolds</u> <u>1 W. Market Street, Room 1103</u> <u>Snow Hill, MD 21863</u>
If to Subrecipient:	<u>Diakonia, Inc.</u> <u>12747 Old Bridge Road</u> <u>Ocean City, MD 21842</u>

or to such other address as the parties above shall have furnished to the other in writing.

17. Modification /Assignment. No portion of this Agreement may be changed, waived or modified except with the written consent of Recipient and by a written agreement executed by the parties hereto. This Agreement may not be assigned, in whole or in part, without the prior written consent of DHCD.

18. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Maryland.

19. Terms Binding. All of the terms, conditions, representations, warranties and covenants of this Agreement shall apply to and be binding upon and inure to the benefit of the Recipient, DHCD, and the State. This Agreement shall be binding upon Subrecipient and its successor[s].

20. Indemnification. The Subrecipient hereby releases the Recipient, DHCD, and the State from, agrees that the Recipient, DHCD, and the State shall have no liability for, and agrees to protect, indemnify and save harmless the Recipient, DHCD, and the State from and against any liability, suit, action, claim, demand, loss, expense or cost of any kind or nature, including attorneys, fees, incurred by or asserted or imposed against, the Recipient, DHCD, or the State as a result of or in connection with the Project. Any money expended by the Recipient, DHCD, or the State as a result of such liabilities, suits, motions, claims, demands, losses, expenses or costs, together with interest at a rate not to exceed the maximum interest rate permitted by law and reasonable attorneys fees, shall be immediately and without notice due and payable by the Subrecipient to the party who has expended such money.

21. Further Assurances and Corrective Instruments. The parties hereto agree that they will, from time to time, execute and deliver, or cause to be executed and delivered, such amendment hereto and such further instruments as may be required by the Recipient, DHCD, the State, or HUD to comply with any existing or future State or federal regulations, policies, directives, procedures or other requirements or to further the general purposes of this Agreement.

22. Severability. The invalidity of any articles, section, subsection, paragraph, clause or provision of this Agreement shall not affect the validity of the remaining articles, sections, subsections, paragraphs, clauses or provisions hereof.

23. Authority. This Agreement has been duly executed and delivered by the Subrecipient and the Recipient, in such manner and form as to comply with all requirements necessary to make this Agreement the valid and legally binding and enforceable act and agreement of the Subrecipient and the Recipient.

WITNESS our hands and seals, all as of the date first written above.

WITNESS/ATTEST

(Name of Recipient) County Commissioners
of Worcester County, MD

(SEAL)

Name:

Title:

WITNESS/ATTEST

(Diakonia, Inc.)

Kim Reynolds

Belinda M. Dwyer

Name:

Title:

Executive Director

Attachment A - CDBG Grant Agreement

Attachment B - CDBG Required Records and Reports

Attachment C - Special Terms and Conditions



Worcester County
Department of Recreation & Parks

Tom Perlozzo, Director of Recreation, Parks, Tourism, and Economic Development
Kelly Rados, Director of Recreation and Parks

6030 Public Landing Road, Snow Hill, Maryland 21863
410.632.2144 • Fax: 410.632.1585

ITEM 7



MEMORANDUM

TO: Harold L. Higgins, Chief Administrative Officer
Kelly Shannahan, Assistant Chief Administrative Officer
Weston Young, Assistant Chief Administrative Officer
FROM: Tom Perlozzo, Director of Recreation, Parks, Tourism & Economic Development
DATE: July 13, 2020
SUBJECT: West Ocean City Boat Slip Bids 2020 to 2025

9

The bids for the West Ocean City Boat Slips were opened on July 13, 2020. Eight (8) bids were received. I would recommend that subject to proof of liability insurance, the following high bidders be awarded a five-year lease effective September 23, 2020 through September 22, 2025 with a 2% escalator starting in year two (2) through year five (5).

100' slips:

	Year 1
H. Drexel Harrington, 'Tiki XIV, Inc'	5,675.00
Samuel Martin, 'Atlantic Girl'	6,000.00
Samuel Martin, 'Second Wind'	5,500.00

75' slips:

	Year 1
Jeffrey Eutsler, 'Tony & Jan'	5,001.99
Micah Fooks, 'Dream Catcher'	5,250.00
David Trader, 'Valerie Marie'	4,500.00
Earl R. Gwin, 'Skilligalee, Inc.'	3,724.00
James Hahn, 'Allison'	7,005.00
TOTAL	<u>\$42,655.99</u>

The attached bids indicate a \$5,838.00 increase from 2018 and 2019. Should you have any questions please feel free to reach out at your earliest convenience. Thank you.

Attachment

Competitive Bid Worksheet

Item: Commercial Boat Slip Leases - West Ocean City Harbor

Bid Deadline/Opening Date: 1:00 P.M., July 13, 2020

Bids Received by deadline = 8

Vendor's Submitting Bids

100-foot slip (3)

75-foot slip (5)

James Hahn (75-foot slip)

"Allison"

5527 Indian Town Road, Rhodesdale, MD 21859

\$7,005.⁰⁰

Edgar Seafood Products, Inc. (100-foot slip)

Samuel Martin - "Atlantic Girl"

12929 Harbor Road, Ocean City, MD 21842

\$6,000.⁰⁰

\$6,000.⁰⁰

FV Second Wind LLC (100-foot slip)

Samuel Martin - "Second Wind"

12929 Harbor Road, Ocean City, MD 21842

\$5,500.⁰⁰

\$5,500.⁰⁰

H. Drexel Harrington (Stormv)

"Tiki XIV"

12928 Swordfish Drive, Ocean City, MD 21842

\$5,675.⁰⁰

\$3,724.⁰⁰

Jeanene Gwin (75-foot slip)

"Skilligalee"

10448 Azalea Road, Berlin, MD 21811

D. Trader (75-foot slip)

"Valerie Marie"

8520 Newark Road, Newark, MD 21841

\$4,500.⁰⁰

Tony and Jan (100-foot slip)

Jeffrey Eutsler - "Tony and Jan"

12412 Blueberry Road, Whaleyville, MD 21872

\$5,001.⁹⁹

\$5,250.⁰⁰

Micah Fooks (75-foot slip)

"Dream Catcher"

8 East Wind, Berlin, MD 21811

West Ocean City Harbor Boat Slip Bid

The undersigned hereby submits a bid for the FIRST YEAR, from September 23, 2020 through September 22, 2021, of a total FIVE-YEAR lease period beginning September 23, 2020 and ending September 22, 2025 on a ☒ 100 foot OR ☐ 75 foot dock space in the West Ocean City Harbor. I understand that an annual 2% escalator will be applied to my FIRST YEAR bid each year for the duration of the FIVE YEAR lease period.

TOTAL FIRST YEAR BID (9/23/20 - 9/22/21)

\$ 5675.00

Deposit (10% of FIRST YEAR BID)

\$ 567.50

Bidder understands that an annual 2% escalator will be applied to their FIRST YEAR bid each year for the duration of the FIVE YEAR lease period through September 22, 2025. Bidder further understands that the 10% Deposit will be held by the County and applied to the Rent Payment in Year 5 covering the period beginning September 23, 2024 and ending September 22, 2025.

Bidder warrants and represents that s/he is, a bona fide commercial fisherman as defined by the Worcester County Code of Public Local Laws, Section CG 4-405 and, the owner of a commercial fishing vessel that operates from the West Ocean City Harbor.

The vessel to be docked would be used for the following purposes: Longline

The primary vessel(s) to be tied at the dock space should the bid be accepted are:

Vessel Name: <u>Tiki XIV</u>	USCG Doc. Number: <u>512432</u>
Owner: <u>H. Drexel Harrington</u>	Length: <u>72, 8'</u>
Vessel Description: <u>Trawler Longliner White Green Trim</u>	

This bid shall be binding upon the bidder and may not be withdrawn for a period of thirty (30) days following the bid opening.

- Bids and licenses are not assignable.
- Bidder, if successful, agrees to pay annual lease payment with an annual escalator of 2% that will be applied to the annual lease payments for a 5 year term.
- Bidder understands and agrees that only one space will be awarded for each successful bidder. Bids will be opened in the following order, 100-foot then 75 foot dock space. Once a bidder has been determined to be successful, no other bids from that individual will be considered.

PLEASE NOTE: Certain bulkhead work may be done in the West Ocean City Harbor during the term of any lease, and the Licensee may be required to vacate the slip temporarily. Abatement of the rent will not be permitted in such instances.

Bidder has read and agrees to all statements contained herein as well as the Instructions to Bidders.

Signature: [Signature]

Date: 6/26/20

Print Name: H. Drexel Harrington

Address: 12928 Swordfish Dr O.C., Md

Telephone Number(s): (Cell) 410-713-1623 (home) Same

Email address: Stormy@Tikiadventures.com

Vehicle Make 7-150 Model Ford License Plate No. C496179

EMERGENCY CONTACT (Should be available 24 hrs): Contact Phone Number: 410-713-1623

Contact Name: Bev Harrington 410-713-1622

West Ocean City Harbor Boat Slip Bid

The undersigned hereby submits a bid for the FIRST YEAR, from September 23, 2020 through September 22, 2021, of a total FIVE-YEAR lease period beginning September 23, 2020 and ending September 22, 2025 on a ☒ 100 foot OR ☐ 75 foot dock space in the West Ocean City Harbor. I understand that an **annual 2% escalator** will be applied to my FIRST YEAR bid each year for the duration of the FIVE YEAR lease period. **Slip #2 - If we our out-bid for 100' we will take a 75'**

TOTAL FIRST YEAR BID (9/23/20 – 9/22/21) \$ 6000.00

Deposit (10% of FIRST YEAR BID) \$ 600.00

Bidder understands that an **annual 2% escalator** will be applied to their FIRST YEAR bid each year for the duration of the FIVE YEAR lease period through September 22, 2025. Bidder further understands that the 10% Deposit will be held by the County and applied to the Rent Payment in Year 5 covering the period beginning September 23, 2024 and ending September 22, 2025.

Bidder warrants and represents that s/he is, a bona fide commercial fisherman as defined by the Worcester County Code of Public Local Laws, Section CG 4-405 and, the owner of a commercial fishing vessel that operates from the West Ocean City Harbor.

The vessel to be docked would be used for the following purposes: Commercial Fishing
The primary vessel(s) to be tied at the dock space should the bid be accepted are:

Vessel Name:	Atlantic Girl	USCG Doc. Number:	679524
Owner:	Edgar Seafood Products Inc	Length:	65.0'
Vessel Description:	Steel Hull Trawler		

This bid shall be binding upon the bidder and may not be withdrawn for a period of thirty (30) days following the bid opening.

- Bids and licenses are not assignable.
- Bidder, if successful, agrees to pay annual lease payment with an annual escalator of 2% that will be applied to the annual lease payments for a 5 year term.
- Bidder understands and agrees that only one space will be awarded for each successful bidder. Bids will be opened in the following order, 100-foot then 75 foot dock space. Once a bidder has been determined to be successful, no other bids from that individual will be considered.

PLEASE NOTE: Certain bulkhead work may be done in the West Ocean City Harbor during the term of any lease, and the Licensee may be required to vacate the slip temporarily. Abatement of the rent will not be permitted in such instance.

Bidder has read and agrees to all statements contained herein as well as the Instructions to Bidders.

Signature: 

Date: 7/7/2020

Print Name: Samuel Martin

Address: 12929 Harbor Road Ocean City, MD 21842

Telephone Number(s): (Cell) 609-381-889 (home) N/A

Email address: smartin@atlanticcapes.com

Vehicle Make Ford Model F-150 License Plate No. _____

EMERGENCY CONTACT (Should be available 24 hrs): Contact Phone Number: 262-200-1221

Contact Name: John R. Martin

West Ocean City Harbor Boat Slip Bid

The undersigned hereby submits a bid for the FIRST YEAR, from September 23, 2020 through September 22, 2021, of a total FIVE-YEAR lease period beginning September 23, 2020 and ending September 22, 2025 on a ☒ 100 foot OR ☐ 75 foot dock space in the West Ocean City Harbor. I understand that an annual 2% escalator will be applied to my FIRST YEAR bid each year for the duration of the FIVE YEAR lease period. Slip #3- If we our out-bid for 100' we will take a 75'

TOTAL FIRST YEAR BID (9/23/20 – 9/22/21) \$ 5500.00

Deposit (10% of FIRST YEAR BID) \$ 550.00

Bidder understands that an annual 2% escalator will be applied to their FIRST YEAR bid each year for the duration of the FIVE YEAR lease period through September 22, 2025. Bidder further understands that the 10% Deposit will be held by the County and applied to the Rent Payment in Year 5 covering the period beginning September 23, 2024 and ending September 22, 2025.

Bidder warrants and represents that s/he is, a bona fide commercial fisherman as defined by the Worcester County Code of Public Local Laws, Section CG 4-405 and, the owner of a commercial fishing vessel that operates from the West Ocean City Harbor.

The vessel to be docked would be used for the following purposes: Commercial Fishing

The primary vessel(s) to be tied at the dock space should the bid be accepted are:

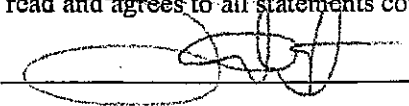
Vessel Name:	Second Wind	USCG Doc. Number:	965332
Owner:	FV Second Wind LLC	Length:	63.5'
Vessel Description:	Steel Hull Trawler		

This bid shall be binding upon the bidder and may not be withdrawn for a period of thirty (30) days following the bid opening.

- Bids and licenses are not assignable.
- Bidder, if successful, agrees to pay annual lease payment with an annual escalator of 2% that will be applied to the annual lease payments for a 5 year term.
- Bidder understands and agrees that only one space will be awarded for each successful bidder. Bids will be opened in the following order, 100-foot then 75 foot dock space. Once a bidder has been determined to be successful, no other bids from that individual will be considered.

PLEASE NOTE: Certain bulkhead work may be done in the West Ocean City Harbor during the term of any lease, and the Licensee may be required to vacate the slip temporarily. Abatement of the rent will not be permitted in such instance.

Bidder has read and agrees to all statements contained herein as well as the Instructions to Bidders.

Signature: 

Date: 7/7/2020

Print Name: Samuel Martin

Address: 12929 Harbor Road Ocean City, MD 21842

Telephone Number(s): (Cell) 609-381-8892 (home) N/A

Email address: smartin@atlanticcapes.com

Vehicle Make Ford Model F-150 License Plate No. _____

EMERGENCY CONTACT (Should be available 24 hrs): Contact Phone Number: 262-200-1221

Contact Name: John R. Martin

West Ocean City Harbor Boat Slip Bid

The undersigned hereby submits a bid for the FIRST YEAR, from September 23, 2020 through September 22, 2021, of a total FIVE-YEAR lease period beginning September 23, 2020 and ending September 22, 2025 on a ☒ 100 foot OR ☐ 75 foot dock space in the West Ocean City Harbor. I understand that an **annual 2% escalator** will be applied to my FIRST YEAR bid each year for the duration of the FIVE YEAR lease period.

TOTAL FIRST YEAR BID (9/23/20 – 9/22/21)

\$ 5,001.99^{35¢}

Deposit (10% of FIRST YEAR BID)

\$ 500.19

Bidder understands that an **annual 2% escalator** will be applied to their FIRST YEAR bid each year for the duration of the FIVE YEAR lease period through September 22, 2025. Bidder further understands that the 10% Deposit will be held by the County and applied to the Rent Payment in Year 5 covering the period beginning September 23, 2024 and ending September 22, 2025.

Bidder warrants and represents that s/he is, a bona fide commercial fisherman as defined by the Worcester County Code of Public Local Laws, Section CG 4-405 and, the owner of a commercial fishing vessel that operates from the West Ocean City Harbor.

The vessel to be docked would be used for the following purposes: Commercial Fishing
The primary vessel(s) to be tied at the dock space should the bid be accepted are:

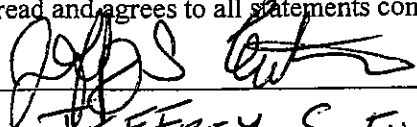
Vessel Name: <u>TONY AND JAN</u>	USCG Doc. Number:
Owner: <u>Jeff Eutsler / TONY AND JAN</u>	Length: <u>52</u>
Vessel Description: <u>TRAWLER</u>	

This bid shall be binding upon the bidder and may not be withdrawn for a period of thirty (30) days following the bid opening.

- Bids and licenses are not assignable.
- Bidder, if successful, agrees to pay annual lease payment with an annual escalator of 2% that will be applied to the annual lease payments for a 5 year term.
- Bidder understands and agrees that only one space will be awarded for each successful bidder. Bids will be opened in the following order, 100-foot then 75 foot dock space. Once a bidder has been determined to be successful, no other bids from that individual will be considered.

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Bidder has read and agrees to all statements contained herein as well as the Instructions to Bidders.

Signature: 

Date: 7/10/2020

Print Name: JEFFREY S. EUTSLER

Address: 12412 BLUEBERRY Rd Whaleyville, Md 21872

Telephone Number(s): (Cell) 443-497-3078 (home) 443-497-3078

Email address: tandje1@comcast.net

Vehicle Make FORD Model F-250 License Plate No. 1B/V 2084 MD

EMERGENCY CONTACT (Should be available 24 hrs): Contact Phone Number: Jeff Eutsler

Contact Name: JEFF EUTSLER 443-497-3078

West Ocean City Harbor Boat Slip Bid

The undersigned hereby submits a bid for the FIRST YEAR, from September 23, 2020 through September 22, 2021, of a total FIVE-YEAR lease period beginning September 23, 2020 and ending September 22, 2025 on a ☐ 100 foot OR ☒ 75 foot dock space in the West Ocean City Harbor. I understand that an annual 2% escalator will be applied to my FIRST YEAR bid each year for the duration of the FIVE YEAR lease period.

TOTAL FIRST YEAR BID (9/23/20 – 9/22/21)

\$ ~~5020~~ ^{MF 31} 5250

Deposit (10% of FIRST YEAR BID)

\$ ~~502~~ 525

Bidder understands that an annual 2% escalator will be applied to their FIRST YEAR bid each year for the duration of the FIVE YEAR lease period through September 22, 2025. Bidder further understands that the 10% Deposit will be held by the County and applied to the Rent Payment in Year 5 covering the period beginning September 23, 2024 and ending September 22, 2025.

Bidder warrants and represents that s/he is, a bona fide commercial fisherman as defined by the Worcester County Code of Public Local Laws, Section CG 4-405 and, the owner of a commercial fishing vessel that operates from the West Ocean City Harbor.

The vessel to be docked would be used for the following purposes: gill Net, Conch, Tuna fish ect.
The primary vessel(s) to be tied at the dock space should the bid be accepted are:

Vessel Name: <u>DREAM Catcher</u>	USCG Doc. Number: <u>MD 43960A</u>
Owner: <u>Micah Fooks</u>	Length: <u>42'</u>
Vessel Description: <u>42' provincial white Hull blue strip, fiber glass</u>	

This bid shall be binding upon the bidder and may not be withdrawn for a period of thirty (30) days following the bid opening.

- Bids and licenses are not assignable.
- Bidder, if successful, agrees to pay annual lease payment with an annual escalator of 2% that will be applied to the annual lease payments for a 5 year term.
- Bidder understands and agrees that only one space will be awarded for each successful bidder. Bids will be opened in the following order, 100-foot then 75 foot dock space. Once a bidder has been determined to be successful, no other bids from that individual will be considered.

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Bidder has read and agrees to all statements contained herein as well as the Instructions to Bidders.

Signature: Micah Fooks Date: 7/08/20

Print Name: Micah Fooks

Address: 8 EAST Wind DRIVE Berlin MD 21811

Telephone Number(s): (Cell) 443-944-2606 (home) SAME

Email address: fooks micah@gmail.com

Vehicle Make Ford Model F350 License Plate No. 6CE 5337

EMERGENCY CONTACT (Should be available 24 hrs): Contact Phone Number: 302-236-4247

Contact Name: Leigh Banning

West Ocean City Harbor Boat Slip Bid

The undersigned hereby submits a bid for the FIRST YEAR, from September 23, 2020 through September 22, 2021, of a total FIVE-YEAR lease period beginning September 23, 2020 and ending September 22, 2025 on a ☐ 100 foot OR ☒ 75 foot dock space in the West Ocean City Harbor. I understand that an annual 2% escalator will be applied to my FIRST YEAR bid each year for the duration of the FIVE YEAR lease period.

TOTAL FIRST YEAR BID (9/23/20 - 9/22/21) \$ 4,500

Deposit (10% of FIRST YEAR BID) \$ 450.00

Bidder understands that an annual 2% escalator will be applied to their FIRST YEAR bid each year for the duration of the FIVE YEAR lease period through September 22, 2025. Bidder further understands that the 10% Deposit will be held by the County and applied to the Rent Payment in Year 5 covering the period beginning September 23, 2024 and ending September 22, 2025.

Bidder warrants and represents that s/he is, a bona fide commercial fisherman as defined by the Worcester County Code of Public Local Laws, Section CG 4-405 and, the owner of a commercial fishing vessel that operates from the West Ocean City Harbor.

The vessel to be docked would be used for the following purposes: Fishing (Commercial)
The primary vessel(s) to be tied at the dock space should the bid be accepted are:

Vessel Name:	<u>Valerie Marie</u>	USCG Doc. Number:	<u>247532</u>
Owner:	<u>David Trader</u>	Length:	<u>65'</u>
Vessel Description:	<u>White, commercial Fishing Boat</u>		

This bid shall be binding upon the bidder and may not be withdrawn for a period of thirty (30) days following the bid opening.

- Bids and licenses are not assignable.
- Bidder, if successful, agrees to pay annual lease payment with an annual escalator of 2% that will be applied to the annual lease payments for a 5 year term.
- Bidder understands and agrees that only one space will be awarded for each successful bidder. Bids will be opened in the following order, 100-foot then 75 foot dock space. Once a bidder has been determined to be successful, no other bids from that individual will be considered.

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Bidder has read and agrees to all statements contained herein as well as the Instructions to Bidders.

Signature: David Trader Date: 6/7/20

Print Name: David Trader

Address: 8520 Newark Rd Newark, MD 21841

Telephone Number(s): (Cell) 443-880-5996 (home) Same

Email address: dtrader62@icloud.com

Vehicle Make Chevy Model Truck License Plate No. _____

EMERGENCY CONTACT (Should be available 24 hrs): Contact Phone Number: 410-251-2993

Contact Name: Valerie Trader

West Ocean City Harbor Boat Slip Bid

The undersigned hereby submits a bid for the FIRST YEAR, from September 23, 2020 through September 22, 2021, of a total FIVE-YEAR lease period beginning September 23, 2020 and ending September 22, 2025 on a ☐ 100 foot OR ☒ 75 foot dock space in the West Ocean City Harbor. I understand that an annual 2% escalator will be applied to my FIRST YEAR bid each year for the duration of the FIVE YEAR lease period.

TOTAL FIRST YEAR BID (9/23/20 - 9/22/21)

\$ 3724.00

Deposit (10% of FIRST YEAR BID)

\$ 372.40

Bidder understands that an annual 2% escalator will be applied to their FIRST YEAR bid each year for the duration of the FIVE YEAR lease period through September 22, 2025. Bidder further understands that the 10% Deposit will be held by the County and applied to the Rent Payment in Year 5 covering the period beginning September 23, 2024 and ending September 22, 2025.

Bidder warrants and represents that s/he is, a bona fide commercial fisherman as defined by the Worcester County Code of Public Local Laws, Section CG 4-405 and, the owner of a commercial fishing vessel that operates from the West Ocean City Harbor.

The vessel to be docked would be used for the following purposes: Commercial Fishing
The primary vessel(s) to be tied at the dock space should the bid be accepted are:

Vessel Name: <u>Skelligalee</u>	USCG Doc. Number: <u>559582</u>
Owner: <u>EARL R GWIN JR (SONNY)</u>	Length: <u>50'</u>
Vessel Description: <u>50' Lobster SEABASS Fisheries</u>	

This bid shall be binding upon the bidder and may not be withdrawn for a period of thirty (30) days following the bid opening.

- Bids and licenses are not assignable.
- Bidder, if successful, agrees to pay annual lease payment with an annual escalator of 2% that will be applied to the annual lease payments for a 5 year term.
- Bidder understands and agrees that only one space will be awarded for each successful bidder. Bids will be opened in the following order, 100-foot then 75 foot dock space. Once a bidder has been determined to be successful, no other bids from that individual will be considered.

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Bidder has read and agrees to all statements contained herein as well as the Instructions to Bidders.

Signature: Earl R Gwin Jr.

Date: 7-6-20

Print Name: EARL R GWIN JR

Address: 10448 AZALEA RD

Telephone Number(s): (Cell) 410 251 3790 (home) 410 208 1149

Email address: SONNYGWIN@Verizon.net

Vehicle Make Chery Model truck License Plate No. 8DP8251

EMERGENCY CONTACT (Should be available 24 hrs): Contact Phone Number: 911

Contact Name: Fire Police Amb. JEANE GWIN 410 726 8667

West Ocean City Harbor Boat Slip Bid

The undersigned hereby submits a bid for the FIRST YEAR, from September 23, 2020 through September 22, 2021, of a total FIVE-YEAR lease period beginning September 23, 2020 and ending September 22, 2025 on a ☐ 100 foot OR ☒ 75 foot dock space in the West Ocean City Harbor. I understand that an annual 2% escalator will be applied to my FIRST YEAR bid each year for the duration of the FIVE YEAR lease period.

TOTAL FIRST YEAR BID (9/23/20 – 9/22/21)

~~\$ 700.00~~ \$ 7005.00

Deposit (10% of FIRST YEAR BID)

~~\$ 70.00~~ \$ 700.50

Bidder understands that an annual 2% escalator will be applied to their FIRST YEAR bid each year for the duration of the FIVE YEAR lease period through September 22, 2025. Bidder further understands that the 10% Deposit will be held by the County and applied to the Rent Payment in Year 5 covering the period beginning September 23, 2024 and ending September 22, 2025.

Bidder warrants and represents that s/he is, a bona fide commercial fisherman as defined by the Worcester County Code of Public Local Laws, Section CG 4-405 and, the owner of a commercial fishing vessel that operates from the West Ocean City Harbor.

The vessel to be docked would be used for the following purposes: Commercial Fishing
The primary vessel(s) to be tied at the dock space should the bid be accepted are:

Vessel Name: <u>Allison</u>	USCG Doc. Number: <u>MD626713L</u>
Owner: <u>James Hahn</u>	Length: <u>43</u>
Vessel Description: <u>43 Donnel</u>	

This bid shall be binding upon the bidder and may not be withdrawn for a period of thirty (30) days following the bid opening.

- Bids and licenses are not assignable.
- Bidder, if successful, agrees to pay annual lease payment with an annual escalator of 2% that will be applied to the annual lease payments for a 5 year term.
- Bidder understands and agrees that only one space will be awarded for each successful bidder. Bids will be opened in the following order, 100-foot then 75 foot dock space. Once a bidder has been determined to be successful, no other bids from that individual will be considered.

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Bidder has read and agrees to all statements contained herein as well as the Instructions to Bidders.

Signature: [Signature]

Date: 7/13/2020

Print Name: James Hahn

Address: 5527 Indian Town Rd Rhodes/c mt 21659

Telephone Number(s): (Cell) 410 310 4296 (home) 410 310 4296

Email address: Stormy Seas LLC@yahoo.com

Vehicle Make Ford Model 250 License Plate No. 130193 md

EMERGENCY CONTACT (Should be available 24 hrs): Contact Phone Number: 410 924 0915

Contact Name: Theresa Hahn

ITEM
9



TEL: 410-632-0686
FAX: 410-632-3003

OFFICE OF THE TREASURER

Worcester County

GOVERNMENT CENTER

ONE WEST MARKET STREET, ROOM 1105

P.O. Box 248

SNOW HILL, MARYLAND

21863

PHILLIP G. THOMPSON, CPA
FINANCE OFFICER

JESSICA R. WILSON, CPA
ASSISTANT FINANCE OFFICER

MEMORANDUM

TO: Harold Higgins, Chief Administrative Officer
FROM: Jessica Wilson, Assistant Finance Officer *DC for J.W.*
DATE: July 14, 2020
RE: Declaration of Official Intent for the Newark Spray Irrigation project
.....

The Newark Spray Irrigation Project cost of \$2,093,542 will be funded through MDE.

The funding committed is as follows:

MDE loan	\$1,046,771
MDE loan forgiveness	1,046,771
<u>Total funding</u>	<u>\$2,093,542</u>

Attached for your review and approval is the Resolution for the Declaration of Official Intent relating to the MDE loan of \$1,046,771. Fabian Waters, Miles & Stockbridge P.C. bond counsel, and MDE have reviewed this resolution. We recommend you approve and sign this resolution for the Newark Spray Irrigation project.

DRAFT

RESOLUTION NO. 20-__

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF WORCESTER COUNTY, PROVIDING OFFICIAL INTENT PURSUANT TO TREASURY REGULATION SECTION 1.150-2 IN CONNECTION WITH THE ISSUANCE AND SALE BY COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND (THE "COUNTY") OF ONE OR MORE SERIES OF ITS TAX-EXEMPT WATER QUALITY BONDS IN AN AMOUNT NOT TO EXCEED \$1,046,771 FOR THE PURPOSE OF FINANCING WATER AND WASTEWATER CAPITAL PROJECTS.

RECITALS

WHEREAS, The U.S. Treasury Department issued Treasury Regulation §1.150-2 governing the use of the proceeds of tax-exempt bonds or other obligations for the purpose of reimbursing expenditures paid prior to the issuance of such bonds or obligations and requiring, among other things, the declaration of an official intent to reimburse.

WHEREAS, the County proposes to make certain capital expenditures in connection with the spray irrigation project at the Newark Water and Wastewater Treatment Plant (the "Capital Project").

WHEREAS, the County intends to issue tax-exempt water quality bonds (the "Bonds") to finance the purchase price, acquisition and installation expenses, costs of related construction, renovation and improvements and issuance costs of the Capital Project, all constituting capital expenditures (collectively referred to as the "Project Costs").

WHEREAS, the County reasonably expects that a portion of the Project Costs will be paid by the County prior to the issuance of the Bonds and that certain proceeds of the Bonds will be used to reimburse the County for the Project Costs paid by the County prior to the issuance of the Bonds.

DRAFT

NOW, THEREFORE, THE COUNTY MAKES THE FOLLOWING DECLARATION OF OFFICIAL INTENT:

SECTION 1. BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF WORCESTER COUNTY, That the County reasonably expects that a portion of the Project Costs will be paid by the County prior to the issuance of the Bonds and that certain proceeds of the Bonds will be used to reimburse the County for those Project Costs incurred and paid by the County prior to the issuance of the Bonds. The Bonds will be issued in a principal amount not to exceed \$1,046,771.

SECTION 2. AND BE IT FURTHER RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF WORCESTER COUNTY, That the County intends that the adoption of this Resolution shall be and constitute an “official intent resolution” within the meaning of Section 1.150-2 of the Income Tax Regulations prescribed by the U.S. Treasury Department.

SECTION 3. AND BE IT FURTHER RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF WORCESTER COUNTY, That the provisions of this Resolution are severable, and if any provision, sentence, clause, section or part hereof is held to be illegal, invalid or unconstitutional or inapplicable to any person or circumstances, such illegality, invalidity or unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, sentences, clauses, sections, or parts of this Resolution or their application to other persons or circumstances. It is hereby declared to be the legislative intent that this Resolution would have been passed if such illegal, invalid or unconstitutional provision, sentence, clause, section or part had not been included herein, and if the person or circumstances to which this Resolution or any part hereof is inapplicable had been specifically exempted therefrom.

DRAFT

SECTION 4. AND BE IT FURTHER RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF WORCESTER COUNTY, That this Resolution shall take effect immediately.

Passed and Approved this ____ day of _____, 2020:

ATTEST:

COUNTY COMMISSIONERS OF
WORCESTER COUNTY, MARYLAND

Harold L. Higgins,
Chief Administrative Officer

Joseph M. Mitrecic, President

Theodore J. Elder, Vice President

Anthony W. Bertino, Commissioner

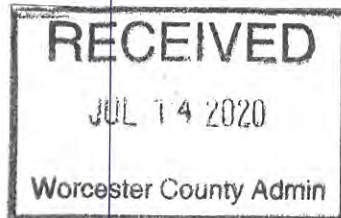
Madison J. Bunting, Jr., Commissioner

James C. Church, Commissioner

Joshua C. Nordstrom, Commissioner

Diana Purnell, Commissioner

ITEM
10



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

JOHN H. TUSTIN, P.E.
DIRECTOR

JOHN S. ROSS, P.E.
DEPUTY DIRECTOR

TEL: 410-632-5623
FAX: 410-632-1753

MEMORANDUM

TO: Harold L. Higgins, Chief Administrative Officer
FROM: John H. Tustin, P.E., Director *[Signature]*
DATE: July 13, 2020
SUBJECT: FY21 Asphalt Overlay Bid
Department of Public Works - Roads Division

DIVISIONS

MAINTENANCE
TEL: 410-632-3766
FAX: 410-632-1753

ROADS
TEL: 410-632-2244
FAX: 410-632-0020

SOLID WASTE
TEL: 410-632-3177
FAX: 410-632-3000

**FLEET
MANAGEMENT**
TEL: 410-632-5675
FAX: 410-632-1753

**WATER AND
WASTEWATER**
TEL: 410-641-5251
FAX: 410-641-5185

Attached for your review and approval are bid documents for the purchase of Bituminous Concrete for resurfacing approximately 12.16 miles (64,244 feet) ± of County roadway. Included in this packet is the Notice to Bidders, Specifications, Bid Forms, Listing of County Roads to be resurfaced, and Vendor List. Once the Commissioners have had the opportunity to review the packet, it is requested that authorization is provided to solicit bids for the purchase of Bituminous Concrete.

Funding in the amount of \$1,000,000.00 for the purchase of Bituminous Concrete was approved in the current FY21 operating budget in the general fund account 100.1202.6140.010.

Should you have any questions, please do not hesitate to call me.

Attachments

cc: Frank J. Adkins

NOTICE TO BIDDERS	<u>P6</u> 2
SPECIFICATIONS	3
BID FORM	8
COUNTY ROAD LIST	9
VENDOR LIST	10

NOTICE TO BIDDERS

Blacktop Surfacing of Roadways Worcester County, Maryland

The Worcester County Commissioners are currently accepting bids for county-wide surfacing of various sections of roadways in Worcester County to be completed by November 25, 2020 requiring approximately 13,180 Tons of Superpave 9.5mm Bituminous Concrete for paving of roughly 12.16 miles (64,244 feet) of road for the Roads Division of Public Works. Bid specification packages and bid forms are available from the Office of the County Commissioners, Room 1103 – Worcester County Government Center, One West Market Street, Snow Hill, Maryland 21863, obtained online at www.co.worcester.md.us or by calling the Commissioners' Office at 410-632-1194 to request a package by mail. **Sealed bids will be accepted until 1:00 p.m., Monday, August 10, 2020**, in the Office of the County Commissioners at the above address, at which time they will be opened and publicly read aloud. Envelopes shall be marked **"Blacktop Bid"** in the lower left-hand corner. After opening, bids will be forwarded to the Department of Public Works for tabulation, review and recommendation to the County Commissioners for their consideration at a future meeting. In awarding the bid, the Commissioners reserve the right to reject any and all bids, waive formalities, informalities and technicalities therein, and to take whatever bid they determine to be in the best interest of the County considering lowest or best bid, quality of goods and work, time of delivery or completion, responsibility of bidders being considered, previous experience of bidders with County contracts, or any other factors they deem appropriate. All inquiries shall be directed to Frank Adkins, Roads Superintendent, at 410-632-2244, Monday through Thursday, 6:00 a.m. to 4:30 p.m.

Bid Specifications

The Worcester County Commissioners are currently accepting bids on Bituminous Concrete. Sealed bids will be accepted until **1:00 PM, Monday, August 10, 2020**, at the Worcester County Commissioners Office, Room 1103, Worcester County Government Center, One West Market Street, Snow Hill, MD 21863 at which time they will be opened and publicly read aloud. After opening, bids will be forwarded to the Department of Public Works for tabulation, review and recommendation to the County Commissioners for award at a future date. **Envelopes must be marked in lower left corner with "Blacktop Bid".**

The work is to be completed by **November 25, 2020**. No bid bond is required. If all work is not completed as specified within liquidated damages shall be imposed as stated. **A pre-construction meeting will be required within five (5) days prior to commencement of work.**

ITEM 1 - BLACK TOP SPECIFICATIONS:

All paving will be done in accordance with the requirements and covenants of the Maryland State Highway Administration's Specifications of March 1968 and all subsequent addenda thereto, the plans of the proposed improvements and the special provisions contained herein.

The contractor will provide, erect and maintain all necessary barricades, danger signals and signs provide sufficient number of **certified flaggers** and take all necessary precaution for the protection of the work and safety of the public.

The contractor will use Bituminous Concrete Material Surface Course which will be placed at approximately one and one-half (1-1/2) inches± compacted depth, Superpave 9.5mm. Quantities are approximate and unit prices shall apply regardless of any increase or decrease in the estimated quantities.

This item, "Bituminous Concrete", shall be paid for on a per ton basis, which price and payment shall constitute full compensation for furnishing, hauling and placing, preparation of all materials and for all labor, equipment, tools and incidentals necessary to complete this item. All milling of joints are to be included in bid price which include but not limited to driveways, intersections, curbing, etc. Milled joints are to be adequately signed and shall not be milled more than 1 day prior to paving. Any wedging of roads to be paved shall be determined by the inspector or Roads Superintendent. The tons of bituminous concrete required for wedging shall be deducted from the total tons required for paving "said road" or will be deducted from the total tons required for the entire project.

A materials laboratory under the direction of a competent laboratory technician or engineer shall be available at the plant site at all times during the mixing of bituminous concrete. Bitumen extraction, marshall, stability tests and aggregate gradation will be required at the discretion of the engineer. This will not be a pay item and considered as incidental to the construction.

Miscellaneous: **No work will be performed on weekends or holidays.**

WARRANTY:

All work and materials shall be warranted for a period of one year. This shall include but not be limited to slippage or tearing.

DESCRIPTION:

The project requires the furnishing and application of all specified asphalt and Aggregate cover materials. The contractor provides all necessary labor, equipment and materials, including maintenance of traffic items.

Asphalt distributing equipment per SHA specifications.

Power broom required. See following section below.

The contractor shall use two (2) 12-15 ton steel wheel rollers. Anything less will **not** be accepted.

Contractor shall assign a sufficient number of trucks to each job site to allow for continuous paving of each road without affecting the efficiency of the paving process. The amount of trucks will be determined sufficient by either the inspector or the Roads Superintendent. If the amount of trucks is determined to be insufficient, then the operation will cease until these corrections are made.

Contractor shall ensure that a sufficient of employees is on-site to complete the job in a safe and efficient manner. This will be determined by the inspector or Roads Superintendent. If it is determined that the number of employees are insufficient, then the operation will cease until these corrections are made.

All other equipment per SHA specifications or as required for successful prosecution of the work.

Weather:

Referenced SHA section 503.03.02

Foundation Preparation:

The County will trim the shoulders of roads to be paved.

The County will patch all ruts or potholes as deemed necessary.

The contractor shall power broom the surface to remove all loose and foreign materials prior to application of the asphalt. The power broom, operator, fuel, maintenance, and traffic control will not be paid for directly, and is considered incidental to the pay items in the schedule of prices.

Verification:

The type, quantity, and temperature of asphalt material applied must be verified to the satisfaction of the inspector.

Maintenance, Protection and Performance of the Work:

The contractor shall exercise control of the delivery and application of asphalt materials to prevent damage to the roadway surface. Contractor shall be responsible for all delivery trucks and operators to assure no damage is done to recently laid mat. Delivery drivers will not be allowed to use diesel fuel for the purpose of cleaning dump bodies of the trucks in area where new mat is to be laid.

POC:

The contractor shall designate a contact person and telephone number for the handling of complaints or claims of the public due to the contractor's operation.

Mail and paper box care:

The contractor's attention is called to mail or paper boxes on this project that may be within the limit of work. These boxes if required to be moved for equipment shall be the contractor's responsibility. They shall be moved to a suitable location that mail and papers may be received as usual. When construction in a given area has reached the stage that there is no more conflict with such boxes, they shall be placed permanently at or near their original location to conform to U.S. postal requirements. If these boxes or their supports are damaged by the contractor during construction of this project, they shall be repaired or replaced in kind at the contractor's expense. No additional payment will be made to the contractor for adjustments to the existing mail and or paper boxes, but will be considered incidental to other pay items.

MAINTENANCE OF TRAFFIC

Conformance requirements:

SHA "Standard Specifications for Construction and Materials" (SHA Standard Specifications) section 104

SHA "Book of Highway Standards"

FHA "Manual on Uniform Traffic Control Devices" (MUTCD)

The contractor must maintain traffic at all times throughout the entire length of the project, including public and private and commercial entrances, street intersections, etc.

Traffic Manager (TM) - Traffic Control Plan (TCP)

Referenced SHA section 104.02.03

The contractor shall appoint a Traffic Manager responsible for Maintenance of Traffic conformance requirements. This individual shall develop and submit to the County a Traffic Control Plan suitable to his plan of construction for a given location. This plan will be reviewed with the project inspector and jointly agreed upon prior to starting the work. If during the course of the work adjustments are necessary to traffic control measures the contractor shall take corrective action as required or directed.

Temporary Traffic Signs (TTS):

The contractor shall furnish and install all necessary TTS as required by Sec. 6B of the MUTCD.

Cones:

Cones shall meet the requirements of Sec. 104.14 SHA Standard Specifications.

Flaggers-Pilot Vehicles-Radio Communication:

The contractor shall furnish all necessary MD SHA Certified flag persons in conformance with Section 6F of the MUTCD and Sec. 104.15 of the SHA Standard Specifications. Flaggers shall use STOP/SLOW paddles. Two-way radios or pilot vehicles shall be used whenever flaggers are not within sight distance of each other, or when directed by the Engineer. If there are not enough Certified Flaggers, the paving operation will cease until adequate safety concerns are addressed.

Basis of Payment:

All aforementioned items under this section Maintenance of Traffic will NOT be paid for directly and shall be considered incidental to the other pay items.

MOBILIZATION:

Movement of personnel and equipment to and from the project sites and staging equipment will not be paid for directly and shall be considered incidental to the other pay items.

METHOD OF MEASUREMENT AND BASIS OF PAYMENT

All correspondence and invoices are to be sent to the Worcester County Department of Public Works, Roads Division, 5764 Worcester Highway, Snow Hill, MD 21863.

The County Commissioners shall be the sole judge as to whether or not any bid meets specifications. The County Commissioners reserve the right to accept or reject any bid in the best interest of the County.

1. **LIQUIDATED DAMAGES** - For each day that the work shall remain uncompleted after the time specified for completion, the sum per day, given in the following schedule shall be deducted by the County from monies due the Contractor, not as a penalty, but as liquidated damages.

<u>Amount of Contract</u>	<u>Amount of Liquidated Damages per Day</u>
Less than \$10,000	\$ 80.00
\$10,000 and less than \$50,000	\$160.00
\$50,000 and less than \$100,000	\$240.00
Greater than \$100,000	\$400.00

2. **CONTRACTOR'S INSURANCE** - The contractor shall take out and maintain during the life of this contract, Workmen's Compensation Insurance for all of his or any subcontractor's employees employed at the site of the work; and such Public Liability and Property Damage Insurance as shall protect him from claims which may arise from operations under this contract for personal injury (including accidental death) as well as for property damage - whether such operations are by himself or by any subcontractor, or by anyone directly employed by them.

Public Liability Insurance shall be in the amount not less than \$500,000 for injuries, including wrongful death to any one person; and, subject to the same limit for each person, in an amount not less than \$1,000,000 on account of one accident.

Property Damage Insurance shall be in an amount not less than \$500,000 for damages on account of any one accident, and in an amount not less than \$1,000,000 for damages on account of all accidents.

MEASUREMENT AND PAYMENT

1. **MEASUREMENT OF QUANTITIES** - The Engineer shall make final measurements to determine the quantities of various items of work performed as the basis of final settlement. Pay weight for all items to be paid for by weight shall be determined by actual certified scale weight, certified shipping weight, or by computed weight as specified herein. Materials specified for measurement by tallying of vehicles shall be hauled only in approved units, the carrying capacity of which has been pre-determined. Each hauling unit shall be marked to designate its approved capacity.
2. **PARTIAL PAYMENTS** - Partial payments shall be made monthly in an amount not greater than 90% of the money earned during the pay month. The Contractor shall prepare the application for payment in form satisfactory to the Engineer. Process time shall be thirty (30) days upon receipt.

3. **ACCEPTANCE AND FINAL PAYMENT** - When in the opinion of the Engineer, the Contractor has completed the work in a satisfactory manner in accordance with the terms of the contract, the Engineer shall make final inspection of the entire project and shall certify in writing to the County as to the completion of the work submitting with this report the final estimate showing the amount of each item of work performed as the value thereof.
4. **RELEASE OF LIENS** - The Contractor shall deliver (in a form satisfactory to the owner) a written report to the effect that all bills for labor, materials, and supplies have been paid or satisfactorily secured.
5. **CONSENT OF SURETY** – Projects bonded by a surety bond will require written **CONSENT OF SURETY FOR FINAL PAYMENT.**

BID FORM
“FY21 – Blacktop Bid”

I/We have reviewed the specifications and provisions for furnishing and applying approximately 13,180 tons± of Superpave 9.5mm Bituminous Concrete (1-1/2 inches± compacted depth) to approximately 12.16 miles (64,244 feet)± of roads at various locations in Worcester County. I/We hereby propose to furnish and apply:

13,180 Tons± Bituminous Concrete @ \$_____ fixed price per ton = \$_____

Work is to be completed by **November 25, 2020.**

Worcester County reserves the right to adjust the quantities depending on varying circumstances

BID MUST BE SIGNED TO BE VALID.

Date:_____ Signature:_____

Typed Name:_____

Title:_____

Firm:_____

Address:_____

Phone:_____

PROPOSED PAVING FY21

<i>1-1/2 inches± compacted depth</i>		<u>Length – feet</u>	<u>Width</u>	<u>Tons</u>
Airport Road	Rt 611 - Ocean Reef Drive	1,400	22'	308
Aydelotte Road	Sheephouse - Joint	5,544	17'6"	982
Germantown Road	start at Tyree Ame church	3,702	24'	889
Groton Road	Rt 113 - Rt 366	2,904	22'	639
Jarvis Road	Bunting Road - Bishopville	11,995	20.5'	2,539
McGrath Road		11,616	18'	2,111
Nine Pin Branch Road	Rt 374 - bridge	2,059	19'	391
Old Bridge Road	Golf Course Road - end	3,100	23'	853
Peerless Road	Murray Road - Campbelltown Road	5,491	21'	1,153
Pit Circle Road		3,221	16'	515
Queponco Road	Five Mile Branch - Nine Pin Branch	8,237	21'	1,730
Selby Road	West Line Rd - MB #13047	4,975	21.5'	1,070

64,244 feet
(12.16 miles)

13,180

VENDOR LIST:

Bunting and Murray
32924 Lighthouse Road
Selbyville, Delaware 19975
Attn: Jody McClanahan
Phone No.: 302-436-5144
Fax No.: 302-436-1753
E-mail: jody@buntingandmurray.com

Allan Myers
440 Twin Oaks Drive
Dover, Delaware 19904
Attn: Wesley Paxton
Phone No.: 302-883-3501
Fax No.: 302-883-3498
E-Mail: Wesley.Paxton@allanmyers.com

Terra Firma of Delmarva, Inc.
Post Office Box 478
Delmar, Delaware 19940
Attn: Vicki Pusey
Phone No.: 302-846-3350
Fax No.: 302-846-3517
E-mail: vicki@terrafirmacorp.com

Chesapeake Paving and Sealing, Inc.
2445 North Zion Road
Salisbury, Maryland 21801
Attn: Jeff Brown/Kelly Marlott
Phone No.: 410-742-2330/443-978-8176
Fax No.: 410-749-0466
E-mail: chesapeakepaving@verizon.net

River Asphalt, L.L.C.
30548 Thorogoods Road
Dagsboro, Delaware 19939
Attn: Joe Taylor
Phone No.: 302-934-0881
Fax No.: 302-934-0886
E-mail: jtaylor@hkgroup.com

George & Lynch
150 Lafferty Lane
Dover, Delaware 19901
Attn: Anthony Taddeo / Jeff Norman
Phone No.: 302-736-3031
Fax No.: 302-734-9743
E-mail: jnorman@geolyn.com
ataddeo@geolyn.com

Pavement Corporation
2255 Pinefield Station Road
Post Office Box 1498
Waldorf, Maryland 20601
Attn: John Trotter
Phone No.: 301-855-1650, ext 1024
Fax No.: 301-396-5783
Email: johnt@pavementcorp.com

Del-Mar-Va Paving LLC
Post Office Box 1519
Easton, Maryland 21601
Attn: Mac Nossick
Phone No.: 410-819-3001
Fax No.: 410-745-2033
Email: mnoossick@dmvpaving.com

Asphalt Emulsion Industries, LLC
3617 Nine Mile Road
Richmond, VA 23223
Attn: Eugene Cifers
Phone No.: 804-716-7900
Fax No.: N/A
Email: ecifers@asphalt-emulsion.com

Russell Paving Company
Post Office Box 186
Church Creek, MD 21622
Attn: Monica Russell
Phone No.: 410-228-8040
Fax No.: N/A
Email: russellpavingcompany@gmail.com

ECM Corporation
7704 Race Road
Jessup, MD 20794
Attn: Lazaro Constanza
Phone No.: 301-880-9729, Ext 101
Fax No.: 301-560-8882
Email: lazaro@ecmutilities.com



DEPARTMENT OF
INFORMATION TECHNOLOGY

Worcester County

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

To: Harold Higgins, Chief Administrative Officer

From: Brian Jones, IT Director

Re: Skyline Technology Solutions

Date: July 13, 2020

I would like to request approval on our yearly maintenance contract for Skyline Technology Solutions. Skyline provides services to Worcester County through our WAN (Wide Area Network) service offering. The maintenance agreement provides hardware support for all of our County Public Network including the county Libraries, Emergency Services Radio, Public Safety Buildings, HVAC Hardware and telephone systems throughout the county.

Our Managed WAN Services include the following:

Monitoring and alerting for 43 devices and or locations	\$4,640.00
Maintenance (patches and replacement) for 42 devices	\$2,219.96

Monthly total	\$6,859.96
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The above contract costs were approved in the FY21 budget. We fall under the Carroll County parent contract, which gives us reduced contract pricing and more fiber solutions available to us as a county.

This contract term covers July 1, 2020 thru June 30, 2021.

In addition, I would like to further request administrative approval for future years providing the maintenance costs remains unchanged.



Skyline Technology Solutions

6956-F Aviation Blvd.
Glen Burnie, MD 21061
Phone: (410) 553-2600
Fax: (410) 787-2551

QUOTATION

Quote No. Q0004513
Customer ID WOR CO GOVT
Quote Date 4/10/2020
Buyer James Hamilton
Project Name O&M MSC

BILL TO:	SHIP TO:
Brian Jones Worcester County Government 1 W Market St Snow Hill, MD 21863	Brian Jones Worcester County Government 1 W Market St Snow Hill, MD 21863

F.O.B. POINT		SHIP VIA		ORDERED BY		
				James Hamilton		
QUOTE DATE		TERMS		SALES PERSON		EXPIRATION DATE
4/10/2020		Net 30 Days		John Hackman		5/10/2020
PART NUMBER	QUANTITY	UNITS	M.S.R.P.	UNIT PRICE	DISC %	EXTENDED PRICE

O&M MANG.SRVC.	1.00	EA	0.00	82,319.5200	0.00	82,319.52
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O&M Manged Services Contract

Notes: Worcester County Govenment will be invoiced Monthly for the following services:

Monitoring and Alerting

Juniper MX 5 or equivalent 4 X \$400.00 = \$1,600.00
Core Switch (Ciena 5160 or equivalent) 6 X \$80.00 = \$480.00
Edge Switch (Ciena 3916 or equivalent) 33 X \$80.00 = \$2,560.00
Monthly Subtotal \$4,640.00

Maintenance

MX104 4 X \$96.52 = \$386.08
FSP 150CC 6 X \$48.26 = \$289.56
ACX 2200 7 X \$48.26 = \$337.82
ACX 1100 25 X \$48.26 = \$1,206.50
Monthly Subtotal \$2,219.96

Monthly Total: \$6,859.96

Annual Total: \$82,319.52

Contract Term: July 1, 2020 – June 30, 2021

Continued



Skyline Technology Solutions

6956-F Aviation Blvd.
Glen Burnie, MD 21061
Phone: (410) 553-2600
Fax: (410) 787-2551

QUOTATION

Quote No. Q0004513
Customer ID WOR CO GOVT
Quote Date 4/10/2020
Buyer James Hamilton
Project Name O&M MSC

BILL TO:		SHIP TO:	
Brian Jones Worcester County Government 1 W Market St Snow Hill, MD 21863		Brian Jones Worcester County Government 1 W Market St Snow Hill, MD 21863	
F.O.B. POINT	SHIP VIA	ORDERED BY	
		James Hamilton	
QUOTE DATE	TERMS	SALES PERSON	EXPIRATION DATE
4/10/2020	Net 30 Days	John Hackman	5/10/2020
PART NUMBER	QUANTITY	UNITS	M.S.R.P.
			UNIT PRICE
			DISC %
			EXTENDED PRICE

Prices subject to change- we shall not be liable for any loss of profits, business, goodwill, data, interruption of business, nor for incidental or consequential warranty of merchantability or fitness for a particular purpose, and damages related to this agreement. Minimum 20% restocking fee with original packaging.

Make Purchase Orders to:

Skyline Technology Solutions
6956 Aviation Blvd., Suite F
Glen Burnie, MD 21061
410.553.2600 FAX 410.787.2551

Order Instructions

Please Include the Following Information on your PO

Customer Address and Email
Ship to Address and Contact Name
Invoice Name and Address
PO Number
Quantities and Part Numbers
Order Date
Chassis Serial #(s) - Maintenance Requests
F.O.B. = Origin

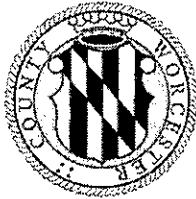
Vendor Authorization:

Contract Vehicle

CCPN RFP# F.49.18.19

Total	82,319.52
Total Misc. Charges	0.00
Sales Tax	0.00
TOTAL	82,319.52

TEL: 410-632-1194
FAX: 410-632-3131
E-MAIL: admin@co.worcester.md.us
WEB: www.co.worcester.md.us



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

OFFICE OF THE
COUNTY COMMISSIONERS

HAROLD L. HIGGINS, CPA
CHIEF ADMINISTRATIVE OFFICER
MAUREEN F.L. HOWARTH
COUNTY ATTORNEY

Worcester County

GOVERNMENT CENTER
ONE WEST MARKET STREET • ROOM 1100

SNOW HILL, MARYLAND

21863-1195

August 22, 2019

Mr. Rick Fairhurst
Skyline Technology Solutions
6956 Aviation Boulevard, Suite F
Glen Burnie, Maryland 21061

RE: Proposal for Managed WAN Services for Worcester County

Dear Mr. Fairhurst:

Please be advised that at their meeting of August 20, 2019, the Worcester County Commissioners approved your proposal for the amendment to the Worcester County Shared Communications Network Design, Implement & Support Contract for Managed WAN Services as specified in your proposal and quotations to Worcester County for the period of October 1, 2018 through June 30, 2020 at a monthly cost of \$6,697.50. Attached, please find two copies of the contract for these services. Please have Jason Ross sign both copies, have his signature witnessed and return both copies to this office. County Administration will sign both copies and return one fully executed copy for your records. Please contact Brian Jones, Information Technology Director, at (410) 632-5610 to make arrangements for commencement of this work.

Congratulations on your successful proposal. We look forward to continuing to do business with you. If you should have any other questions or concerns, please feel free to contact me at this office.

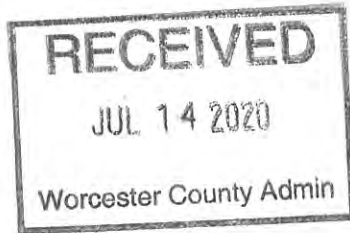
Sincerely,

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

Kelly Shannahan
Assistant Chief Administrative Officer

KS:dd

cc: Brian Jones, IT Director
Billy Birch, Emergency Services Director
Kathy Whited, Budget Officer
CC112/Rick Fairhurst 2019



ITEM
12

DEPARTMENT OF
DEVELOPMENT REVIEW AND PERMITTING

Worcester County

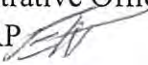
ZONING DIVISION
BUILDING DIVISION
DATA RESEARCH DIVISION

GOVERNMENT CENTER
ONE WEST MARKET STREET, ROOM 1201
SNOW HILL, MARYLAND 21863

TEL: 410-632-1200 / FAX: 410-632-3008

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

ADMINISTRATIVE DIVISION
CUSTOMER SERVICE DIVISION
TECHNICAL SERVICE DIVISION

To: Harold Higgins, Chief Administrative Officer
From: Edward A. Tudor, Director, DRP 
Date: July 14, 2020
Re: Fee Waiver Request

Attached you will find a memorandum from Kelly Henry, Technical Services Manager, of my staff, transmitting a request for a waiver of fees for GIS data. Specifically, Mr. Gerhard J. Norkus, Minister, Jehovah's Witnesses, is requesting the waiver of \$250 in fees for certain GIS data layers. I believe you will find the attached letter from Mr. Norkus self-explanatory; however, if you need any additional information please do not hesitate to ask.

cc: Jennifer Keener, Deputy Director
Kelly Henry, Technical Services Manager
John W. Birch, Jr., Director of Emergency Services



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

TO: Edward A. Tudor, Director
FROM: Kelly L. Henry, Technical Services Division Manager
DATE: July 6, 2020
SUBJECT: Request to Waive GIS Data Release Fee – Jehovah's Witnesses

I received a request for the release of GIS data, specifically address point data, from Gerhard J. Norkus, Jehovah's Witnesses Minister. According to the letter dated July 2, 2020, the Jehovah's Witnesses want to use address point data as a tool to perform outreach ministry to people in the community. Normally I would handle this request, however Mr. Norkus is requesting a waiver of the fee. I advised Mr. Norkus that there is a cost of \$250.00 per data layer and that I did not have the authority to waive it. I told him I would forward his request to the Commissioners for consideration.

Please find the attached letter, Release Agreement and Letter regarding status with the Internal Revenue Service. As always I am available to discuss this matter in greater detail if necessary. Please let me know when this matter will be scheduled. Thank you for your attention to this matter.

Sincerely,

Kelly Henry
Technical Services Division Manager

Cc:
John W. Birch, Jr., Department of Emergency Services Director
Gerhard J. Norkus, Minister Jehovah's Witnesses

Gerhard J Norkus

Jehovah's
Witnesses

9424 Crooked Rd, Lincoln, DE 19960
Phone: 302-531-7415

► **Worcester County**
Department of Development Review & Planning

One West Market St-Room 1201, Snow Hill, MD 21863
Phone: 410-632-1200

To Whom it May Concern,

We are requesting complete 911 address point information for Worcester County, MD. We have already obtained a subset of this from the Maryland Open Data Portal, but we have found the data to be incomplete, and in some instances, quite outdated. The data is prohibited for commercial use, and is to be distributed by responsible individuals who will make sure that the data is not posted online, and is distributed in small amounts to our volunteers to assist in comforting and educating the public on how to cope with this and any future disasters. The data requested is only the street address (house number, street name), city, state, zip, and latitude/longitude location. No ownership or financial information is being requested.


The purpose for our request is for disaster relief and ministerial work. Jehovah's Witnesses have been engaged in a ministerial work that is well known to aid the community. During the time of the Covid-19 pandemic and some of the public unrest that we have been enduring, the services provided by our volunteers have been quite valuable. Many older and younger ones find themselves isolated and lonely. Additionally, with unemployment and public unrest, many have been the victims of domestic abuse, other crimes, or are experiencing anxiety. Our ministry has proven effective at helping people cope with disasters and injustices.

Until Covid-19, we had been conducting our ministry door to door. We do not solicit for funds or membership, and none of our ministers are paid. Rather, our organization is made up of ordinary citizens who spend their own time and resources in an attempt to reach their neighbors and assist them to cope with current world conditions. We are trained to be courteous and respectful. During the crisis, however, we cannot use the usual means of contact, so we have taken to the telephone and the mailbox to reach people. This is not done in a robotic, unfeeling way. Millions of volunteers, including several congregations in your area, are either calling or writing individualized letters to our neighbors to check on their welfare or aid individuals in coping. Our volunteers range in age from younger than 8 to over 100 years of age, and do what they personally can to contribute to the effort.

Due to the voluntary, non-profit nature of our work (see attached 501(c) form), we are requesting a waiver of the \$250 fee that your department customarily charges for the requested map layers. The most current data will also save our volunteers from wasting money in returned mail, which unfortunately, comes along with older data. We are making a reasonable effort, at least, to confirm the existence of addresses before mailing.

Anything you are able to provide will no doubt help.

Sincerely,



Gerhard J Norkus **Jehovah's Witnesses**
Minister
Jehovah's Witnesses
July 2nd, 2020

Christian Congregation of Jehovah's Witnesses

675 Red Mills Road, Wallkill, NY 12589-3292, U.S.A.
Phone: (845) 306-1100 Fax: (845) 524-0111



April 17, 2020

TO WHOM IT MAY CONCERN:

This serves to acknowledge that English Congregation of Jehovah's Witnesses, Milford, Delaware (the "Congregation"), is duly recognized as a congregation of Jehovah's Witnesses in the United States. The Congregation is a "church" that meets all the organizational and operational requirements of Section 501(c)(3) of the Internal Revenue Code (the "Code").

Christian Congregation of Jehovah's Witnesses provides administrative support to congregations and circuits of Jehovah's Witnesses in the United States, and is recognized as tax-exempt under Section 501(c)(3) of the Code.

Pursuant to the provisions of Section 508(c)(1)(A) of the Code, "churches, their integrated auxiliaries, and conventions or associations of churches" as "mandatory exceptions" are excepted from "applying for [formal] recognition of section 501(c)(3) status."

Thus, the Congregation qualifies for exemption from federal income tax without receiving a ruling or determination letter from the Internal Revenue Service ("IRS") or being included as a subordinate under a group exemption letter issued by the IRS to a central organization. Contributions to congregations or circuits of Jehovah's Witnesses are tax-deductible even though they are not separately listed in IRS Publication 78.

Sincerely,

*Christian Congregation
of Jehovah's Witnesses*

**GIS DATA MAPPING SYSTEM
PRODUCT USER LICENSE AGREEMENT**

WHEREAS, the County Commissioners of Worcester County, Maryland, (hereinafter called the "County"), provided in the FY2006-2007 Fiscal Year budget thru the ENSB grant process a GIS Management/Mapping System for use by Worcester County Department of Emergency Services. The responsibility of administration, maintenance and control of this system was placed with the Department of Emergency Services (hereinafter called the "Administrator"). The Director of Emergency Services or her/his designee(s) shall act as the Systems Administrator(s). The dataset (hereinafter called the "Product") will be stored and maintained by the Worcester County Department of Development, Review, and Permitting - Technical Services Division (hereinafter called the "Editor"). Any distribution or access to this data requires the approval of the Administrator as some data layers contain sensitive, confidential, and proprietary information.

This Agreement serves as a License entered into this 2nd day of July, 2020
by and between the Administrator and Jehovah's Witnesses
_____ (hereinafter called the "User").

WHEREAS, the County is the developer of the Product specified in the agreement with the right to license and distribute the Product; and

WHEREAS, the User desires a license to use the Product and the County desires to grant such a license to the User for the sole purpose of permitting the User to use the Product in its business activity and for no other purpose whatsoever;

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

I. USER

A. The User is currently under contract with the County or municipality _____
_____ to conduct and complete a
project which requires the use and analysis of the Product to fulfill said contract. The project
and/or contract pertains to or is referred to as _____
_____ located _____
_____ or;

B. The User is a federal, state or local governmental agency or university _____
_____. Said User plans to utilize the Product in
association with governmental or educational business and/or operations. or;

C. The User is a business, organization or private citizen, Jehovah's Witnesses
_____ requesting Product for the following
purpose Disaster Relief and Ministerial Work to aid in the wellbeing of the public during these times of the Covid-19
pandemic and occurrences of public unrest.

II. USE:

- A. The County shall retain all rights, title and interest in the Product and subsequent copies. The County reserves the right to deny or modify a request.
- B. The User may make digital and/or hard copies of the Product solely for the purpose of supporting the User in its specified activity. The User may make hard copies for public and noncommercial use. The User shall not duplicate the Product in digital format except as provided by this Agreement.
- C. The User acknowledges and accepts that the use of said Product is strictly in conjunction with the specified contract, project or purpose specified herein.
- D. The User shall not sell, loan, rent, assign, distribute or otherwise transfer the Product in any digital form or format, including but not limited to networks, timesharing, or multiple CPU arrangements.
- E. The User may translate the Product into other digital formats. These "conversions" shall be subject to the same restrictions as the Product under this Agreement.
- F. The User requests the following Product (map, data layers, etc) meeting certain specifications (size, format, etc.) for a portion of Worcester County or its entirety
ESRI Shapefile format files of all 911 Address Points for the entire area of Worcester County. NO ownership data
is being requested. We will accept any data and parse out the extraneous information. The information
we will retain will be the street address (house number, direction prefix/suffix, street name, etc.), city,
state, zip code, and latitude/longitude.

III. WARRANTY

- A. The User acknowledges and accepts the Product provided "as is" without warranty of any kind or any representation of accuracy, timeliness or completeness. The burden for determining accuracy, completeness, timeliness, merchantability and fitness for or the appropriateness for use rests solely on the User. The User acknowledges and accepts the limitations of the Product, including the fact that the Product is dynamic and is in a constant state of maintenance, correction and update. The County shall not be responsible for delays or inability to service or deliver, caused directly or indirectly by strikes, accidents, climatic conditions, or other reasons of similar nature beyond its control.
- B. The County shall not be liable for any damages resulting directly or indirectly from any activity involving the Product.

- C. The User acknowledges and accepts all data is distributed via CD, DVD or ftp site. Special requests for data distribution on other media will be considered. If an external hard drive is needed for the conveyance of data, the User shall provide equipment that has current anti-virus software protection approved by the County. The County reserves the right to refuse the connection of non-County drives to any and all County computers which it may deem to be a security threat to the County network. The User acknowledges and accepts that a breach of system integrity or damage to the County computer network system, software, or data caused by User shall make it liable for all expenses incurred to the County for repairs. This includes any equipment or software replacement or repairs, reprogramming costs, penalties, or lawsuits incurred by such actions of the User. Any such actions that result in damage to the County network or mapping systems shall immediately terminate this Agreement and all computers shall be removed from system privileges until such time as a request for reinstatement is made and restitution of all damages is paid;
- D. User's sole and exclusive remedy for defective delivery media will be to return the Product within 60 days of receipt. The County shall, at its discretion, retain the returned Product and refund the fee for the Product, or replace the Product, or repair the Product and return it to the User.

IV. ASSIGNMENT AND TRANSFER

User shall not lease, sell, distribute, make, transfer, or modify the Product or engage in any other transaction which has the effect of transferring the right of use or part of the Product without prior consent of the County.

V. TERM

The term of this Agreement shall commence the date the agreement is executed. The term of the license shall expire at such time the User discontinues use of the Product, or the User fails to comply with any of the terms and conditions provided herein at which time the license shall be revoked. The license shall be revoked by the County by giving written notice of such revocation to the User.

VI. PAYMENT

The User shall submit payment in accordance with the County's Fee Schedule prior to the execution of this Agreement by the County and receipt of the Product. The County Commissioners have the sole discretion to adjust the fee schedule from time to time.

VII. GENERAL

The parties agree and stipulate that in the event of a dispute, jurisdiction shall reside in the State of Maryland, and this Agreement will be governed and controlled by the laws of the State of Maryland. If any provision(s) of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not, in any way, be affected or impaired thereby. No action, regardless of form, arising out of this Agreement may be brought by either party more than two (2) years after the cause arisen.

IN WITNESS WHEREOF, this Agreement is executed on the date subscribed under the parties' names.

COUNTY -

Department of Emergency Services
John W. Birch, Jr., Director

Department of Development Review and
Permitting – Technical Services Division
Kelly Henry, Technical Services Manager

Signature: _____

Signature: _____

Date: _____

Date: _____

USER – Primary

USER –Secondary (Contractor)

Name: Gerhard J Norkus

Name: _____

Title: Minister

Title: _____

Company: Jehovah's Witnesses

Company: _____

Address: 9424 Crooked Rd

Address: _____

Lincoln, DE 19960

Phone: 302-531-7415

Phone: _____

Signature: Gerhard J Norkus

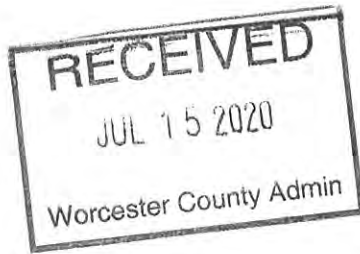
Signature: _____

Date: July 2, 2020

Date: _____

Signature: _____

Date: _____



ITEM
13

EMERGENCY SERVICES

BILLY BIRCH
DIRECTOR

Worcester County

GOVERNMENT CENTER
ONE WEST MARKET STREET, ROOM 1002

SNOW HILL, MARYLAND 21863-1193

TEL: 410-632-1311

FAX: 410-632-4686

To: Harold Higgins, Chief Administrative Officer

From: Billy Birch, Director of Emergency Services *BB*

Re: 2020 Hazard Mitigation & Resilience Plan

Date: 15 July 2020

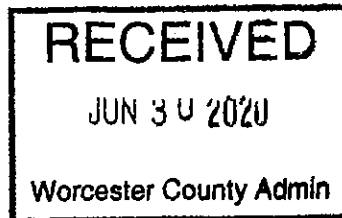
The Department of Emergency Services is requesting a public hearing at a future Commissioners meeting followed by a resolution for adoption the 2020 Hazard Mitigation & Resilience Plan (HMP&R). Additionally, an updated copy of the HMP&R plan on the Department of Emergency Services website for public review.

Once approved, the next steps in the process include Emergency Services staff delivering copies of the plan to the local municipalities (ex. Pocomoke, Snow Hill, Berlin, Ocean Pines, and Ocean City) for their review and acceptance Ocean City's Office of Emergency Services provided its own plan to the City Government.

Staff and I are available to answer any questions at your convenience.

1 - Attachment

1A



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

BILLY BIRCH
DIRECTOR

To: Harold Higgins, Chief Administrative Officer

From: Billy Birch, Director of Emergency Services *BB*

Re: 2020 Hazard Mitigation & Resilience Plan

Date: 30 June 2020

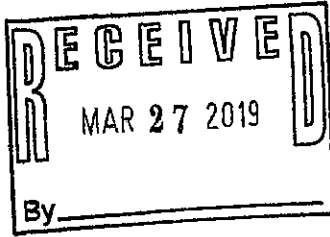
Attached with this memo is the latest revision to the county's updated 2020 Hazard Mitigation & Resilience Plan. The Department of Emergency Services is requesting issuing a press release announcing the posting of the draft plan on the county website, a public hearing at a future Commissioners meeting followed by a resolution for adoption.

Once approved, the next steps in the process include Emergency Services staff delivering copies of the draft plan to the local municipalities (ex. Pocomoke, Snow Hill, Berlin, Ocean Pines, and Ocean City) for their review and acceptance. Ocean City's Office of Emergency Services provided its own plan to the City Government.

Tom and I are available to answer any questions at your convenience.

1 - Attachment

DUE TO FILE SIZE
COPY WILL BE SENT
BY EMAIL AND A
HARD COPY MADE BY
REQUEST.



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

11

BILLY BIRCH
DIRECTOR

To: Harold Higgins, Chief Administrative Officer

From: Billy Birch, Director of Emergency Services *BB*

Re: Hazardous Mitigation Plan contract renewal

Date: 25 March 2019

The Department of Emergency Services is seeking permission to enter into a contractual agreement with Smith Planning and Design (SP&D) to renew the Worcester County Hazardous Mitigation plan. Renewal of the plan is required every 5 years per MEMA and FEMA and this ensures residents are eligible for FEMA assistance for disaster relief. We are requesting to use SP&D under professional services due to our past experience with them and a cost savings for the county. The total amount of the request to SP&D is \$19,950.00. While we are finalizing the contract now to secure resources from the vendor, the work will not be completed until FY20. Copies of the contract and proposal are included, which will require an Elected Official or Designee's signature.

I am available to answer any questions at your convenience.

APPROVED

Worcester County Commissioners

Date *HH* *4/3/19*

2020 Worcester County Hazard Mitigation & Resilience Plan





FEMA

May 20, 2020

JaLeesa Tate, CFM
State Hazard Mitigation Officer
Maryland Emergency Management Agency
5401 Rue Saint Lo Drive
Reisterstown, Maryland 21136

Dear Ms. Tate:

The Federal Emergency Management Agency (FEMA) has completed our review of the Worcester County Hazard Mitigation and Resilience Plan, based on the standards contained in 44 Code of Federal Regulations (CFR), Part 201, as authorized by the Disaster Mitigation Act of 2000 (DMA2K). These criteria address the planning process, hazard identification and risk assessment, mitigation strategies and plan maintenance requirements.

The plan received a "satisfactory" rating for all required criteria and is approvable pending adoption. However, prior to formal approval, Worcester County is required to provide FEMA with a resolution of adoption.

We commend you for your dedication demonstrated in supporting the DMA2K and your commitment to reduce future disaster losses. If you have questions, please contact Sarah Wolfe, Chief, Floodplain Management & Insurance Branch, at (215) 931-5532.

Sincerely,

Sarah Wolfe, Branch Chief
Floodplain Management and Insurance Branch
FEMA Region III

Enclosure:

cc: Kristen Forti, Lead Hazard Mitigation Specialist, MEMA
Billy Birch, Director, Department of Emergency Services, Worcester County



2020 Plan Update Synopsis

The 2020 Worcester County Hazard Mitigation & Resilience Plan has been updated. Summary highlights by chapter are provided in the table below.

Chapter	Overview
1 - Introduction	Revised the purpose and detailed the planning requirements and planning process involved in the development of the 2020 Hazard Mitigation and Resilience Plan. Detailed organization of the Plan, as well as the composition and members of the Hazard Mitigation Planning Committee (HMPC) and the plan review processes. Added new information on regional planning meetings, Local Emergency Planning Committee Members table, hazard mitigation committee outreach and public stakeholder outreach.
2 - County Profile	Updated data tables pertaining to population projections, population estimates, property assessment, new development permits, and National Flood Insurance Statistics. Added new seasonal peak population figure. Updated new development mapping.
3 - Hazard Identification & Risk Assessment	Renamed this Chapter from <i>Chapter 3: Vulnerability Assessment</i> to <i>Chapter 3: Hazard Identification & Risk Assessment</i> . Chapter 3 was reorganized and the remaining sections pertaining to Flood Hazard Vulnerability was moved to <i>Chapter 4: Flood Related Hazards</i> . Added new probability & future risk and climate impacts sections to this chapter.
4 - Flooding Related Hazards	This chapter has been renamed from <i>Chapter 4: Riverine Flooding</i> to <i>Chapter 4: Flooding Related Hazards</i> . This chapter includes new information on hazard profiles, historical occurrences, and vulnerability for tropical storm & hurricane, riverine and coastal flood, sea level rise & shoreline erosion. Vulnerability has been assessed based on both coastal and riverine flooding flood inundation areas. New Hazard Impact Tables and Flood Hazard Risk Assessment data tables have been added. Updated Hurricane Storm Surge Inundation Area map. New Hurricane Storm Surge At-Risk Structures map, and FEMA Special Flood Hazard Areas (SFHA) maps were added. Refined HAZUS loss estimates and number of at-risk structures provided for coastal and riverine flood events were added.

<p>4 – Flooding Related Hazards cont</p>	<p>New sections added within chapter includes Essential Facilities At-Risk to Riverine and Coastal Flood Hazards, Water and Wastewater Facilities At-Risk to Riverine and Coastal Flood Hazards, Riverine & Coastal Flood Debris Generation, and Riverine & Coastal Flood Projected Shelter Needs. Sea Level Rise & Shoreline Erosion was moved from Chapter 5 to Chapter 4. New Rate of Shoreline Erosion and Sea Level Rise Hazard Rank by County tables included. A new section on Social Vulnerability & Flood Related hazards was added with mapping to address all flood related hazards captured within this chapter.</p>
<p>5 – Non-Flood Related Hazards</p>	<p>Sea Level Rise & Shoreline Erosion was moved to Chapter 4. New Hazard Impact Tables and Hazard Risk Assessment data tables have been added for each hazard. Updated information provided on hazard profiles and historical occurrences. Thunderstorms was listed as its own hazard apart from Wind. New tables included: Hazmat Incidents 1994-2018, Wildfire Events 2000-2017, and Southern Eastern Shore Climate Division I Drought Periods. A new section on Social Vulnerability & Non-Flood Related Hazards was added with mapping to address all hazards captured within this chapter.</p>
<p>6 – Capability Assessment</p>	<p>Updated overview and added new sections include: All Hazards Planning, Building Codes, and Notification and Alarms. Updated capability for each identified hazard. In addition, tables were added for Worcester Hazard Mitigation Funded by FEMA, Critical Facilities Generator Installation & Capabilities, Worcester County Shelter Locations, and Mitigation Actions & Capabilities by Worcester County Health Department under each section.</p>
<p>7 – Jurisdictional Perspective</p>	<p>This is a new chapter in the <i>2020 Worcester County Hazard Mitigation & Resilience Plan</i>. The chapter details the physical location, demographics, economy, development trends, hazard event data, National Flood Insurance data, and riverine flood at-risk structures for each jurisdiction. This includes the Town of Berlin, the City of Pocomoke, the Town of Snow Hill, and the Ocean Pines community. Mapping and data tables included. In addition, the 2014 Community Mitigation Strategies Assessment and Results were detailed, and a status table was provided. An additional table was added detailing new Mitigation Action Items. County-wide Mitigation Strategies Assessment & Results are Captured in <i>Chapter 8: Mitigation Status Report</i>.</p>
<p>8 – Mitigation Status Report</p>	<p>This is a new chapter in the <i>2020 Worcester County Hazard Mitigation & Resilience Plan</i>. 2014 County-wide Mitigation Strategies Assessment and Results and Table are included within this chapter.</p>

9 – Mitigation Strategies	This is a new chapter in the <i>2020 Worcester County Hazard Mitigation & Resilience Plan</i> . New objectives were added to existing goals and two new goals and associated objectives were added as part of the update process. Climate Adaptation & Resilience Strategies were added, as well as updated Repetitive & Nuisance Flooding. An updated new Mitigation Action Items table and six “High” priority projects sheets were identified and detailed.
10 – Plan Maintenance & Implementation	This chapter has been reviewed and updated during the 2020 planning process.



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CHAPTER 1: INTRODUCTION

Executive Summary

The *2020 Hazard Mitigation & Resilience Plan* (Plan Update) seeks to eliminate or reduce hazard related human, economic, and environmental losses. This is a plan written by and for Worcester County, MD. The plan includes unincorporated areas of Worcester County and the towns of Berlin, Pocomoke and Snow Hill. Ocean City is addressed somewhat; however, Ocean City has its own plan and recently completed the *2017 Ocean City, Maryland Hazard Mitigation Plan*. To that end, the *2014 Worcester County Hazard Mitigation Plan* has been updated to include new data, mapping, *HAZUS Level 2 Enhanced Analysis*, status of 2014 mitigation action items and new Mitigation actions and projects.

As with the 2014 Plan, the Plan Update is intended as a dynamic assessment of natural hazards that will be maintained and updated as needed. It primarily focuses on high risk natural hazards. The plan pays particular attention to the County's coastal location and character. Coastal related hazards including hurricanes, nor'easters, floods, and wind can and have caused significant damage, while threatening life and limb. Therefore, coastal hazards have been identified as high-risk hazards by Worcester County, and prioritized within this Plan Update. Coastal hazards include coastal storms; storm surge; hurricane/tropical storm; nor'easter; potential sea level rise; and shoreline erosion. In addition to coastal hazards, the plan analyzes the County's vulnerability to riverine flooding, tornado, wildfires, wind, drought, extreme heat, thunderstorm, winter storm and hazmat incidents.

For each hazard identified in the Plan Update, a profile, historical occurrences, vulnerability, and mitigation actions have been provided. The intent of the plan is to cultivate a hazard resistant and resilient community through awareness, preparedness, and action-oriented projects. Implementing the items outlined in this plan will heighten awareness and better prepare individuals as well as agencies to help themselves in the event of a disaster.

Finally, with an approved Plan Update, Worcester County and the towns of Berlin, Pocomoke and Snow Hill will remain eligible for funding from several sources including the Maryland Emergency Management Agency (MEMA) and the Federal Emergency Management Agency (FEMA). Funding is available for pre-disaster and post-disaster mitigation projects as well as recovery and reconstruction. This funding is not available without an approved plan.

An updated plan is required every five years. The intent of the Departments of Emergency Services is to keep the plan relevant and current, easing the five-year plan update process. It is therefore essential that those implementing the plan carefully document their process and the results of the mitigation actions taken.

ITEM
14



LARRY HOGAN
GOVERNOR

STATE OF MARYLAND
OFFICE OF THE GOVERNOR

July 14, 2020

Dear County Leaders:

While states across the country and in our region are experiencing spikes and outbreaks, Maryland's key COVID-19 health metrics continue to decline. However, we are closely monitoring some concerning trends, including increasing infection rates among young people. The positivity rate among Marylanders under the age of 35 is now 84% higher than Marylanders 35 and older.

An increasing number of COVID-19 cases have been connected to non-compliance with public health requirements, particularly in bars and restaurants. Businesses that fail to comply with the state's orders put their customers and employees at grave risk, and jeopardize our safe, effective, and gradual recovery.

At least 12 states have already moved to re-close bars and restaurants—we do not want to be forced to take the same action here in Maryland. Under Executive Order 20-06-10-01, which was issued on June 10, and the accompanying directives from the Maryland Department of Health:

- Bars and restaurants are open for seated service only with physical distancing and capacity restrictions. Customers must be seated at least six feet apart from other guests. Standing and congregating in bar areas is strictly prohibited.
- All staff must wear a face covering while working and interacting with customers.
- For facilities with booths, every other booth must be closed.
- No more than six people may sit at a table.

The vast majority of bars and restaurants in our state are in compliance, but some are flagrantly violating the law and endangering public health. You have the responsibility to enforce these laws. Violators should be warned, fined, have actions taken regarding their licenses, or closed if necessary. Local health departments, local liquor boards and inspectors, and local law enforcement agencies must work together to ensure public health is protected.

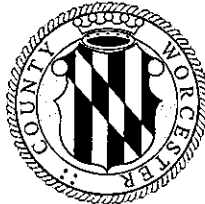
Our continued economic health and recovery depend on the active and aggressive local enforcement of these critical public health measures. We cannot allow a small segment of willful violators to squander the collective efforts of the overwhelming majority of Maryland citizens and businesses.

Thank you for your prompt attention to this matter.

Sincerely,

Larry Hogan
Governor

cc: Local Health Officers
Local Liquor Boards
Local Law Enforcement Agencies
Maryland Association of Counties



ITEM
15

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

OFFICE OF THE
COUNTY COMMISSIONERS

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

Worcester County

GOVERNMENT CENTER
ONE WEST MARKET STREET • ROOM 1103

SNOW HILL, MARYLAND

21863-1195

June 17, 2020

FAXED
6/17/20 @ 11:03am

TO: *The Daily Times Group and Ocean City Today Group*
FROM: Kelly Shannahan, Assistant Chief Administrative Officer *KL*

Please print the attached Notice of Introduction of Bill 20-6 in *The Daily Times/Worcester County Times/Ocean Pines Independent* and *Ocean City Digest/Ocean City Today* on July 2, 2020 and July 16, 2020. Thank you.

NOTICE OF INTRODUCTION OF BILL 20-6 WORCESTER COUNTY COMMISSIONERS

Take Notice that Bill 20-6 (Zoning - Home Occupations in E-1 District) was introduced by Commissioners Bertino, Bunting, Church, Elder, Mitrecic, Nordstrom and Purnell on June 16, 2020.

A fair summary of the bill is as follows:

§ ZS 1-339(a)(10). (Repeals and reenacts this subsection regarding home occupations to include the E-1 Estate District as a zoning district in which a home occupation of up to three thousand square feet in gross floor area may be permitted in an accessory building located on a parcel greater than eighty thousand square feet in area in the A-1 or A-2 Agricultural Districts and now the E-1 Estate District as well.)

A Public Hearing

will be held on Bill 20-6 at the Commissioners' Meeting Room, Room 1101 - Government Center, One West Market Street, Snow Hill, Maryland, on **Tuesday, July 21, 2020 at 11:00 a.m.**

This is only a fair summary of the bill. A full copy of the bill is posted on the Legislative Bulletin Board in the main hall of the Worcester County Government Center outside Room 1103, is available for public inspection in Room 1103 of the Worcester County Government Center once County Government Offices are opened to the public. In the interim, a full copy of the bill is available on the County Website at www.co.worcester.md.us.

THE WORCESTER COUNTY COMMISSIONERS

COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND

BILL 20-6

BY: Commissioners Bertino, Bunting, Church, Elder, Mitrecic, Nordstrom and Purnell
INTRODUCED: June 16, 2020

A BILL ENTITLED

AN ACT Concerning

Zoning - Home Occupations in E-1 District

For the purpose of amending the Zoning and Subdivision Control Article to include the E-1 Estate District as a zoning district in which a home occupation of up to three thousand square feet in gross floor area may be permitted in an accessory building.

Section 1. BE IT ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that Subsection § ZS 1-339(a)(10) of the Zoning and Subdivision Control Article of the Code of Public Local Laws of Worcester County, Maryland be repealed and reenacted to read as follows:

- (10) In the A-1, A-2 and E-1 Districts on parcels greater than eighty thousand square feet in area, the area used for a home occupation in an existing accessory building or the gross floor area of a single accessory building to be constructed for a home occupation may comprise up to three thousand square feet in gross floor area.

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

PASSED this _____ day of _____, 2020.

ATTEST:

COUNTY COMMISSIONERS OF
WORCESTER COUNTY, MARYLAND

Harold L. Higgins
Chief Administrative Officer

Joseph M. Mitrecic, President

Theodore J. Elder, Vice President

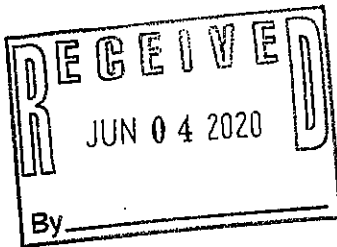
Anthony W. Bertino, Jr.

Madison J. Bunting, Jr.

James C. Church

Joshua C. Nordstrom

Diana Purnell



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 SERVICE DIVISION

MEMORANDUM

TO: Harold L. Higgins, Chief Administrative Officer
FROM: Edward A. Tudor, Director *EAT*
DATE: June 4, 2020
RE: Planning Commission Recommendation - Text Amendment Application -
Home Occupations in the E-1 Estate District

The Department has received and processed a text amendment application submitted by Mark S. Cropper seeking to amend § ZS 1-339(a)(10) of the Zoning and Subdivision Control Article to include the E-1 Estate District as one of the zoning districts in which a home occupation may be in an accessory building of up to 3,000 square feet in gross floor area. Currently this is limited to the A-1 and A-2 Agricultural Districts on parcels of greater than 80,000 square feet in area.

The proposed text amendment was reviewed by the Planning Commission at its meeting on June 4, 2020. Following their discussion, the Planning Commission gave a favorable recommendation to the amendment. Attached herewith you will find a copy of the entire text amendment file, which includes the draft amendment in bill form. An electronic version has also been sent to your office for use should one of the Commissioners wish to introduce it at their upcoming legislative session.

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

Attachments

cc: Phyllis H. Wimbrow, Deputy Director
Jennifer Keener, Zoning Administrator

APPROVED

Worcester County Commissioners

Date HH 4/16/20



DEPARTMENT OF
DEVELOPMENT REVIEW AND PERMITTING

Worcester County

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ZONING DIVISION
BUILDING DIVISION
DATA RESEARCH DIVISION

ADMINISTRATIVE DIVISION
CUSTOMER SERVICE DIVISION
TECHNICAL SERVICE DIVISION

MEMORANDUM

TO: Edward A. Tudor, Director
FROM: Phyllis H. Wimbrow, Deputy Director *PHW*
DATE: June 4, 2020
RE: Planning Commission Recommendation - Text Amendment Application -
§ ZS 1-339(a)(10) - Home Occupations

The purpose of this memo is to forward the Planning Commission's comments and recommendation regarding a text amendment application submitted by Mark S. Cropper which seeks to amend § ZS 1-339(a)(10) of the Zoning and Subdivision Control Article to include the E-1 Estate District as one of the zoning districts in which a home occupation may be in an accessory building of up to 3,000 square feet in gross floor area. Currently this is limited to the A-1 and A-2 Agricultural Districts on parcels of greater than 80,000 square feet in area.

In their report to the Planning Commission the staff noted that the Comprehensive Plan calls for the elimination of the E-1 Estate District, with its replacement by either an agricultural or residential district, and concluded that given the rural location and large size of many of the E-1 parcels, they had no issue with the requested text amendment. The Planning Commission reviewed the proposed text amendment at its meeting on June 4, 2020 and concurred with the staff conclusions. Following the discussion the Planning Commission gave a favorable recommendation to the text amendment application as submitted by the applicant.

A copy of the staff report includes the application and is attached, as is a draft bill should any of the County Commissioners wish to introduce it. Should you have any questions or require additional information, please do not hesitate to contact me.



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DEVELOPMENT REVIEW AND PERMITTING

Worcester County

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ZONING DIVISION
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MEMORANDUM

TO: Worcester County Planning Commission
FROM: Phyllis H. Wimbrow, Deputy Director *Phyllis*
DATE: May 20, 2020
RE: Text Amendment Application - § ZS 1-339(a)(10) - Home Occupations

The attached text amendment application was submitted by Mark S. Cropper and seeks to amend Section §1-339(a)(10) of the Zoning and Subdivision Control Article to include the E-1 Estate District as one of the zoning districts in which a home occupation may be in an accessory building of up to 3,000 square feet in gross floor area. Currently this is limited to the A-1 and A-2 Agricultural Districts on parcels of greater than 80,000 square feet in area.

Following our customary practice, once I received the text amendment application I forwarded it to Ed Tudor, Director, Jennifer Keener, Zoning Administrator, and Roscoe Leslie, County Attorney and Planning Commission Attorney, for their review and comment. The comments of both Mr. Tudor and Ms. Keener are attached. Both noted that the Comprehensive Plan calls for the elimination of the E-1 Estate District, with its replacement by either an agricultural or residential district. Given the rural location and large size of many of the E-1 parcels, Mr. Tudor and Ms. Keener both stated that they had no issue with the requested text amendment. I concur with those conclusions.

Therefore, the staff gives a favorable recommendation to the text amendment application as specifically requested. A draft bill is attached for your reference

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

cc: Edward A. Tudor
Roscoe Leslie
Jennifer Keener



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

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

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

Date Received by Office of the County Commissioners: _____

Date Received by Development Review and Permitting: 5/11/2020

Date Reviewed by Planning Commission: _____

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

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

(Name of Agency)

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

- A. Section Number: ZS 1-339(a)(10)
B. Page Number: ZS 1:III:148
C. Proposed revised text, addition or deletion:

Revise as follows: (10) In the A-1, A-2 and E-1 Districts on parcels greater than eighty thousand square feet in area, the area used for a home occupation in an existing accessory building or the gross floor area of a single accessory building to be constructed for a home occupation may comprise up to three thousand square feet in gross floor area.

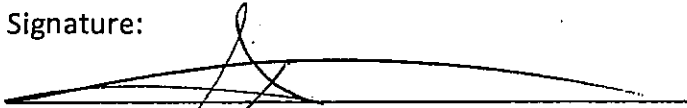
- III. Reasons for Requesting Text Change.

- A. Please list reasons or other information as to why the proposed text change is necessary and therefore requested:

The reason for the text change is to provide consistency between the A-1, A-2 and E-1 Districts with regard to home occupations in accessory buildings.

IV. Signature of Applicants

Signature:



Printed Name of Applicant:

Mark Spencer Cropper

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

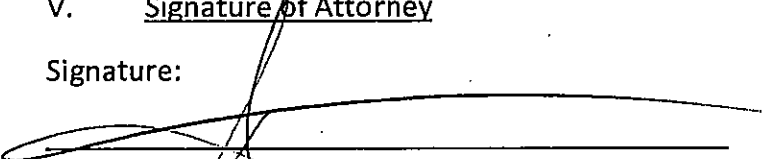
Phone Number: **(410) 723-1400**

Email: **mcropper@ajgalaw.com**

Date: 5/7/20

V. Signature of Attorney

Signature:



Printed Name of Applicant:

Mark Spencer Cropper

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

Phone Number: **(410) 723-1400**

Email: **mcropper@ajgalaw.com**

Date: 5/7/20

VI. General Information Relating to the Text Change Process.

- A. Applications for text amendments shall be addressed to and filed with the Office of the County Commissioners. The required filing fee must accompany the application.
- B. Procedure for Text Amendments – Text amendments shall be passed by the County Commissioners of Worcester County as Public Local Laws according to legally required procedures, with the following additional requirements. Any proposed amendment shall first be referred to the Planning Commission for recommendation. The Planning Commission shall make a recommendation within a reasonable time after receipt of the proposed amendment. After

receipt of the recommendation of the Planning Commission, the County Commissioners shall hold at least one public hearing in relation to the proposed amendment, at which parties and interested citizens shall have an opportunity to be heard. At least fifteen (15) days notice of the time and place of such hearing and the nature of the proposed amendment shall be published in an official paper or a paper of general circulation in Worcester County. IN the event no County Commissioner is willing to introduce the proposed amendment as a bill, it will not be considered.

Phyllis Wimbrow

From: Ed Tudor
Sent: Wednesday, April 29, 2020 5:28 PM
To: Phyllis Wimbrow; Jennifer Keener; Roscoe Leslie
Subject: RE: Text Amendment - Home Occupations

Well, given the fact that we had always thought that when the E-1 district goes away as it is supposed to, the zoning districts the parcels will go to will either be the A-1 or A-2, I don't really have a problem with it.

Ed Tudor
Director, Development Review and Permitting Worcester County Government

-----Original Message-----

From: Phyllis Wimbrow <pwimbrow@co.worcester.md.us>
Sent: Wednesday, April 29, 2020 9:16 AM
To: Ed Tudor <etudor@co.worcester.md.us>; Jennifer Keener <jkkeener@co.worcester.md.us>; Roscoe Leslie <roscoe.leslie@co.worcester.md.us>
Subject: Text Amendment - Home Occupations

Good morning all,

Mark Cropper submitted the attached draft text amendment application to me yesterday and would like our comments before formally submitting it. The proposed text amendment seeks to amend Section ZS 1-339(a)(10) to add the E-1 Estate District to the zoning districts in which a home occupation may be in an accessory building of up to 3,000 sq. ft. in gross floor area. Currently this is limited to the A-1 and A-2 Agricultural Districts.

Please let me know your thoughts. I'd like to place this item on the agenda for the June Planning Commission meeting if possible.

Phyllis H. Wimbrow
Deputy Director
Worcester County Development
Review and Permitting
1 West Market Street, Room 1201
Snow Hill, Maryland 21863
(410) 632-1200, ext. 1110

-----Original Message-----

From: wcg-xerox@co.worcester.md.us [mailto:wcg-xerox@co.worcester.md.us]
Sent: Wednesday, April 29, 2020 9:18 AM
To: Phyllis Wimbrow <pwimbrow@co.worcester.md.us>
Subject: Scanned from DRP-XeroxB8065

Please open the attached document. It was sent to you using a Xerox multifunction printer.

Attachment File Type: pdf, Multi-Page



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
www.co.worcester.md.us/drp/drpindex.htm

ZONING DIVISION
BUILDING DIVISION
ADMINISTRATIVE DIVISION

DATA RESEARCH DIVISION
CUSTOMER SERVICE DIVISION
TECHNICAL SERVICES DIVISION

MEMORANDUM

To: Phyllis Wimbrow, Deputy Director
From: Jennifer K. Keener, AICP, Zoning Administrator *JKK*
Date: May 5, 2020
Re: Home Occupations

I have reviewed the proposed text amendment submitted by Mr. Mark Cropper that seeks to modify the home occupation section, §ZS 1-339. Specifically, he is seeking the inclusion of the E-1 Estate District within the list of permissible districts for a home occupation to exceed 600 square feet, but in no case larger than 3,000 square feet, in a detached accessory building. Currently, this provision only applies to those parcels located in the A-1 and A-2 Agricultural Districts with a minimum lot area of eighty thousand square feet.

Per the Comprehensive Plan, the E-1 Estate District was intended to be eliminated with the most recent re-write of the Zoning Code as well as the comprehensive rezoning efforts of 2009. The intent was to re-designate those properties as either Agricultural (A-1 or A-2) or Residential. Due to the desire of a segment of the E-1 Estate District residents to retain their zoning classification, this district was not eliminated, though some areas were rezoned.

Currently, the E-1 District can be found in Bishopville, along the southerly side of Saint Martins Neck Road; in the South Point area, from Assateague Road (MD Route 376) to the end of the peninsula; a small portion at the northerly terminus of Racetrack Road (MD Route 589); and several parcels of land on both sides of Public Landing Road (MD Route 365) just west of the Village district. Given the quantity of parcels affected, in addition to the minimum lot area required, I have no issue with this request.

COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND

BILL 20-

BY:
INTRODUCED:

A BILL ENTITLED

DRAFT

AN ACT Concerning

Zoning - Home Occupations in E-1 District

For the purpose of amending the Zoning and Subdivision Control Article to include the E-1 Estate District as a zoning district in which a home occupation of up to three thousand square feet in gross floor area may be permitted in an accessory building.

Section 1. BE IT ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that Subsection § ZS 1-339(a)(10) of the Zoning and Subdivision Control Article of the Code of Public Local Laws of Worcester County, Maryland be repealed and reenacted to read as follows:

- (10) In the A-1, A-2 and E-1 Districts on parcels greater than eighty thousand square feet in area, the area used for a home occupation in an existing accessory building or the gross floor area of a single accessory building to be constructed for a home occupation may comprise up to three thousand square feet in gross floor area. ← *

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

PASSED this _____ day of _____, 2020.

ATTEST:

COUNTY COMMISSIONERS OF
WORCESTER COUNTY, MARYLAND

Harold L. Higgins
Chief Administrative Officer

Joseph M. Mitrecic, President

Theodore J. Elder, Vice President

Anthony W. Bertino, Jr.

Madison J. Bunting, Jr.

James C. Church

Joshua C. Nordstrom

Diana Purnell

- (4) When located within an accessory building, the building shall be located so that its entire perimeter is within one hundred feet of the principal building on the property.
- A. A separation distance greater than one hundred feet may be permitted in accordance with the provisions of § ZS 1-117(e)(5) provided that the property upon which the accessory apartment is located is not located within the Chesapeake or Atlantic Coastal Bays Critical Area.
- (5) The minimum floor area for an accessory apartment within the principal building shall be five hundred square feet, but in no case shall it exceed thirty-five percent of the gross floor area, exclusive of any garage, of the dwelling in which it is located or nine hundred square feet, whichever is less. For accessory apartments located in an accessory building, the minimum floor area shall also be five hundred square feet, but in no case shall it exceed thirty-five percent of the gross floor area of the principal dwelling or nine hundred square feet, whichever is less. No accessory apartment shall contain more than two bedrooms.
- (6) There shall be no more than one accessory apartment permitted per existing single-family dwelling.
- (7) If an accessory apartment is located in the principal dwelling unit on the property, entry to the accessory apartment shall be designed such that the appearance of the building remains as a single-family dwelling. However, nothing herein shall be construed to require any entry to the accessory apartment to be confined to the side or rear of the structure.
- (8) Off-street parking for the accessory apartment shall be in accordance with § ZS 1-320 hereof and shall be in addition to any other parking required for other uses on the site.

§ ZS 1-339. Home occupations.

- (a) Provisions governing home occupations. All home occupations shall be in accordance with the following provisions:
- (1) A home occupation may be conducted in a dwelling unit, provided that such occupation shall be clearly incidental and subordinate to its use for residential purposes and not more than twenty-five percent of the gross floor area of the dwelling unit shall be used for such occupation. Alternatively, a home occupation not exceeding six hundred square feet in gross floor area may be conducted in a single accessory building except as provided in Subsection (a)(9) hereof. Any outdoor storage, including storage of equipment or vehicles, shall not exceed three hundred square feet and shall be screened in accordance with § ZS 1-322 hereof.
- (2) All persons engaged in such occupation, except for one outside employee, shall reside on the premises. Day-care homes and large day-care homes as defined in § ZS 1-103(b) hereof may have a maximum of two outside employees who do not reside on the premises. [Amended 2-18-2014 by Bill No. 14-1]

- (3) Nothing, other than parts or supplies used in the occupation, shall be sold or stocked on the premises except what is produced on the premises or as permitted by special exception by the Board of Appeals.
- (4) There shall be no visible change in the outside appearance of the building or premises, except for one sign as provided in § ZS 1-324 hereof.
- (5) The occupation shall not create noise, vibration, glare, light trespass, fumes, odors or electrical interference which is objectionable to neighboring uses.
- (6) The use of the dwelling unit for such occupation shall not generate substantial amounts of vehicular or pedestrian traffic.
- (7) Off-street parking shall be provided in accordance with the provisions of § ZS 1-320 hereof.
- (8) The operation of a day-care home shall be considered a home occupation and shall not be subject to the six-hundred-square-foot gross floor area limitation as specified in this section or to any off-street parking requirements.
- (9) The operation of a large day-care home as defined in § ZS 1-103(b) hereof shall be considered a home occupation in the A-1 and A-2 Agricultural Districts and in the E-1 Estate District and shall not be subject to the six-hundred-square-foot gross floor area limitation as specified in Subsection (a)(1) hereof nor to any off-street parking requirements. [Added 2-18-2014 by Bill No. 14-1]
- (10) In the A-1 and A-2 Districts on parcels greater than eighty thousand square feet in area, the area used for a home occupation in an existing accessory building or the gross floor area of a single accessory building to be constructed for a home occupation may comprise up to three thousand square feet in gross floor area.
- (11) A home occupation shall not be interpreted to include animal boarding facilities, restaurants, lounges, overnight exterior storage, body piercing establishments or tattoo establishments.
- (12) Engaging in agriculture shall not be considered a home occupation.

§ ZS 1-340. Bed-and-breakfast establishments.

- (a) Bed-and-breakfast defined. A "bed-and-breakfast establishment" shall be a single-family, owner-occupied dwelling in which overnight sleeping rooms are rented on a short-term basis to transients.
- (b) Restrictions on bed-and-breakfast establishments.
 - (1) No bed-and-breakfast facility shall contain more than twenty guest sleeping rooms. Only designated rooms shall be used for sleeping. [Amended 10-15-2019 by Bill No. 19-3]

5. Editor's Note: This bill also renumbered former Subsection (a)(9), (10) and (11) as Subsection (a)(10), (11) and (12), respectively.