

**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>

**October 18<sup>th</sup>, 2022**

	Item #
9:00 AM - Vote to Meet in Closed Session in Commissioners' Meeting Room – Room 1101 Government Center, One West Market Street, Snow Hill, Maryland	
9:01 - Closed Session: Discussion of personnel summary update and certain personnel matters with human resources, receiving legal advice, and performing administrative functions	
10:00 - Call to Order, Prayer (Reverend Zachary L. Brown), Pledge of Allegiance	
10:01 - Report on Closed Session; Review and Approval of Minutes from October 4 <sup>th</sup> , 2022 Meeting	
10:02 - Commendations and Proclamation for Volunteer Spirit Awards, Correctional Officers of the Year, and Economic Development Week	
	<b>1</b>
10:05 - Consent Agenda (EMPG Grant Award, SHSGP Grant Award, Out of State Travel Request, Community Partnership Agreement, Track Equipment Donation, Request to Bid Dirt Hauling, Vehicle Operating Over Expenditure)	
	<b>2-8</b>
10:10 - Chief Administrative Officer: Administrative Matters (Personnel Conversions, Budget Transfers, Budget Encumbrances, Tri-County Board Appointments, Board Appointments)	
	<b>9-13</b>
10:30 - Public Hearing on Bill 22-18 – Food Waste Composting	
	<b>14</b>
10:35 - Public Hearing on Water and Sewer Amendment for Royal Farms	
	<b>15</b>
10:45 - Public Hearing on Nuisance Abatement Order 22-1	
	<b>16</b>
11:00 - Work Session on Legislative Agenda	
	<b>17</b>
12:00- Questions from the Press; County Commissioner's Remarks	

**Lunch**

1:00 PM - Chief Administrative Officer: Administrative Matters (if necessary)

**AGENDAS ARE SUBJECT TO CHANGE UNTIL THE TIME OF CONVENING**

<p><b>Hearing Assistance Units Available</b> – see County Administration Office Please be thoughtful and considerate of others. <b>*Turn OFF all cell phones and notification during the meeting!*</b></p>
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**Minutes of the County Commissioners of Worcester County, Maryland**

October 4, 2022

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 Bertino, seconded by Commissioner Elder, 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 Weston Young, County Attorney Roscoe Leslie, Budget Officer Candace Savage, Public Information Officer Kim Moses, and Human Resources Director Stacey Norton, State's Attorney Kris Heiser, and Board of Education Superintendent Lou Taylor, and Chief Financial Officer Vince Tolbert. Topics discussed and actions taken included the following: discussing personnel matters; negotiating strategy before awarding a contract; receiving legal advice from counsel; and performing administrative functions, including discussing the administration of grant funded programs for the Board of Education and potential board appointments.

Following a motion by Commissioner Nordstrom, seconded by Commissioner Bertino, the commissioners unanimously voted to adjourn their closed session at 10:05 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 Pastor Dale Brown of the Community Church at Ocean Pines and pledge of allegiance, announced the topics discussed during the morning closed session.

The commissioners reviewed and approved their September 20, 2022 closed session minutes as presented and closed session minutes as amended.

The commissioners presented commendations to Worcester Technical High School (WTHS) student Matthew Beck for taking second place in the Principles of Engineering/Technology category and team members Kayla Layfield, Miah Schwind, and Brianna Angelo for taking sixth place in the American Spirit category during the annual SkillsUSA National Leadership and Skills Conference on June 24, 2022.

The commissioners also commended WTHS instructors and students for representing Worcester County across the State of Maryland and the nation with such excellence that WTHS was honored with a bronze award during the conference.

The commissioners joined with Fire Marshal Matt Owens to proclaim October 9-15, 2022 as Worcester County Fire Prevention Week and October as Fire Prevention Month. Mr. Owens that this year’s celebration marks the 100<sup>th</sup> anniversary of Fire Prevention Week.

The commissioners joined with Tourism and Economic Development Director Melanie Pursel, Anne Neely of Shore Craft Beer, Brian Brushmiller of Burley Oak Brewing Company, and Paul Carlotta of Sinepuxent Brewing to recognize October as Shore Craft Beer Month in Worcester County and to encourage residents and visitors to take part in the many local craft beer centered events this month, including the annual autumn Shore Craft Beer Fest in Ocean City’s scenic Sunset Park on October 29.

The commissioners presented a proclamation to Karen Hughes of the Life Crisis Center to recognize October as Domestic Violence Awareness and Prevention Month and to commend Life Crisis professionals for their role in transforming those experiencing domestic violence from victims to #WeAreResilient.

Upon a motion by Commissioner Bertino, the commissioners unanimously approved by consent agenda item numbers 4-8 as follows: out-of-state-travel for two staff members to attend the National Recreation and Parks Association Park Maintenance and Management School January 29 - February 3, 2023; approving the sole source purchase of \$14,410 from Eastern Lift Truck Company for forklift clamps for the Recycling Division; accepting the low bid of \$197,784 from Chesapeake Turf, LLC for upgrades to the Homeowner Convenience Center in Snow Hill; accepting the sole proposal from Maple Shade Youth and Family Services, Inc. for the Bounce Back program within the Local Management Board; and issuing a letter of support for S. 3011/H.R. 5735 to allow administrative flexibility for the U.S. Treasury to ensure their Office of Recovery can be fully functioning to partner with and provide support to counties.

Pursuant to the request of Senior Budget Accountant Kim Reynolds and upon a motion by Commissioner Bertino, the commissioners unanimously accepted a Police Body Worn Equipment grant of \$379,904 for the Sheriff’s Office to begin implementing the body worn camera program. In response to questions by Commissioner Bertino, Ms. Reynolds confirmed that funds allocated by the commissioners to the Sheriff’s Office in the FY23 budget for this purpose will be returned to the County’s General Fund dollar for dollar.

Pursuant to the request of Environmental Programs Director Bob Mitchell and upon a motion by Commissioner Nordstrom, the commissioners unanimously approved an over expenditure of \$5,002.39 for increased fuel costs and to repair a vehicle damaged in an accident that was entirely the fault of the other driver, but for which the insurance companies failed to settle in the case. The commissioners further directed staff to pursue legal action within the District Court, so the driver, not County taxpayers, pay for the vehicle repairs.

The commissioners met with Maryland Department of Transportation (MDOT) and local State Highway Administration (SHA) officials to discuss County projects included in the MDOT/SHA FY23-FY28 Maryland Consolidated Transportation Program budget of \$19.9 billion. MDOT Secretary Jim Ports presented an overview of statewide priority projects, and he

reviewed a list of recent improvements, including upgrades to the intersection of MD Rt. 376 and MD Rt. 611 to improve safety and traffic flow, and reiterated that funds of \$15 million have been allocated by Governor Hogan to accelerate preliminary planning and design for MD Rt. 90, which include a MD Rt. 90 Planning and Environmental Linkages Study to address improve traffic operations, pedestrian and bicycle accessibility, emergency evacuation, economic development, capacity, and traffic operations. He advised that this study will be published and available to the public in December 2022.

SHA Administrator Tim Smith reviewed local projects, including improvements at Bay Street and U.S. Rt. 113 to Flower Street, along with various resurfacing projects throughout the County. In response to concerns raised by Commissioner Elder, Mr. Smith advised that SHA will review options to improve traffic flow and safety at U.S. Rt. 50 and MD Rt. 610.

In response to concerns raised by Commissioner Bertino that there has been no movement on plans developed 20 years ago to dualize MD Rt. 589, Mr. Smith confirmed that no funds have been allocated to that project. Mr. Ports advised that \$19 billion is not enough to complete all local roadway construction projects statewide. Therefore, projects are prioritized based on their ranking. Furthermore, MDOT officials rely on and allocate funds for roadway improvement projects based on the priorities identified by each of the local jurisdictions, which as outlined in the most recent letter from the commissioners includes MD Rt. 90, replacing the Harry W. Kelly Memorial Bridge drawbridge, and MD Rt. 589, respectively. Commissioner Bertino stated that in such a scenario, no improvements would be made to MD Rt. 589 for 50 years, and he requested information on where MD Rt. 589 ranks on the State list of priority projects. Chief Administrative Officer Weston Young advised that MD Rt. 90, the U.S. Rt. 50 drawbridge, and MD Rt. 589 are the County's three Hail Mary projects, though these have not been identified in order of ranking. He advised that County officials are awaiting requested information from the State identifying the amount of right-of-way (ROW) that must be reserved to dualize MD Rt. 589. Mr. Ports confirmed that MDOT staff will expedite that request. Commissioner Nordstrom stated that State approval for the Casino at Ocean Downs created traffic flow problems that exist today; therefore, the State should provide the funding needed to address these concerns.

MTA Planning and Program Director Melissa Williams reviewed Chesapeake Bay Bridge program improvements, and she advised that the civil waiver grace period for video tolls will expire November 30, 2022.

MTA Local Transit Support Director Travis Johnston advised that MTA is providing FY23 operating and capital grants of \$4.1 million for Shore Transit and \$2.9 million for the Ocean City transit system. In response to concerns raised by Commissioner Elder that local transit systems have been operating on a flat budget for 10 years, Mr. Johnston stated that funding for the State Specialized Transportation Program will increase in FY25 to account for inflation.

Ms. Nizer provided an update on MVA services, specifically the online component which provides increased accessibility to customers, and she advised that the deadline to comply with federal REAL ID requirements is May 3, 2023, though Maryland currently has 88% compliance. Mr. Solanki reviewed planned aviation projects, including \$180,000 for runway rehabilitation at the Ocean City Municipal Airport (OCMA).

Senator Mary Beth Carozza thanked MDOT officials for completing the project to dualize U.S. Rt. 113, which for many years was the top priority of the Worcester County



Commissioners, and for their immediate steps to improve safety conditions along Grays Corner Road where a teenage boy was struck and killed by a vehicle. She considered the dualization of MD Rt. 90 and MD Rt. 589 as one combined local priority, and she stressed the urgency for State officials to provide County officials with the information needed to assure that they are able to secure the ROW needed to dualize these State roads.

Delegate Otto highlighted just how vital regional airports, specifically the OCMA, Salisbury Airport, and Crisfield-Somerset County Airport, are to Eastern Shore businesses. He stated that he is looking forward to the unveiling of the new State aviation funding formula to improve regional operations.

Snow Hill Mayor Mike Pruitt urged State officials to include funding for a bypass at MD Rt. 113 and MD Rt. 12 to improve safety, and he expressed his full support for priority funding for the MD Rt. 589 and MD Rt. 90 dualization projects.

The commissioners recessed for 10 minutes.

Pursuant to the request of Board of Elections Director Patti Jackson and upon a motion by Commissioner Bertino, the commissioners unanimously authorized Board of Elections staff to rent one hotel room at a cost of \$992 (\$99.22 per night) for staff to remain in Ocean City throughout the duration of early voting at the Roland E. Powell Convention Center from October 27 - November 3, 2022.

Pursuant to the request of Tourism and Economic Development Director Melanie Pursel and upon a motion by Commissioner Nordstrom, the Commissioners unanimously agreed to adopt Resolution No. 22-24 consenting to the application for the new designation of the Pocomoke City Enterprise Zone. Ms. Pursel explained that the objective of the Enterprise Zones Program is to focus local and State resources on the encouragement of economic growth in economically distressed areas and employment of the chronically unemployed in the State.

Pursuant to the request of Recreation and Parks Director Kelly Rados and upon a motion by Commissioner Nordstrom, the commissioners unanimously approved the following projects to be funded utilizing grant funds of \$1 million from the Maryland Department of Natural Resources (DNR) Local Parks and Playground Infrastructure (LPP) program: \$75,000 for the Worcester County Recreation Center (WCRC) batting cage; \$450,000 for the WCRC bleacher replacement; \$225,000 for the Bishopville Park playground replacement; \$200,000 for the Newark Park playground replacement; and \$50,000 for the Newark Park volleyball court replacement.

In response to a question by Commissioner Bertino, Ms. Rados confirmed that all of these projects are 100% reimbursable, and no County funds have been allocated for these projects. In response to concerns raised by Commissioner Nordstrom regarding the need to prioritize projects to upgrade the concession stands at the County parks in Pocomoke City and Snow Hill, Ms. Rados stated that County staff are inventorying all recreation and parks infrastructure, so that they will be able to apply for Program Open Space funding to cover the cost of replacing this infrastructure as it reaches the end of its useful life.

Pursuant to the request of Public Works Director Dallas Baker and upon a motion by

Commissioner Elder, the commissioners unanimously approved a \$9,000 intergovernmental loan from the General Fund to the Ocean Pines Sanitary Service Area (SSA) for the development of an environmental report, which is required by USDA Rural Development as part of the grant application process for St. Martin's by the Bay. The County has been working with the USDA to obtain grant funding for the design and construction of the proposed water distribution system to serve St. Martin's by the Bay.

Pursuant to the recommendation of Development Review and Permitting (DRP) Director Jennifer Keener and upon a motion by Commissioner Bunting, the commissioners unanimously adopted the Commissioners' Findings of Fact and Zoning Reclassification Resolution 20-4 for Rezoning Case No. 436 to rezone approximately 8.12 acres on the east side of Daye Girls Road, north of and adjacent to the St. Martins River, and more specifically identified on Tax Map 9 as part of Parcel 166, Revised Parcel B, from RP – Resource Protection District to E-1 Estate District.

Pursuant to the recommendation of Ms. Keener and upon a motion by Commissioner Purnell, the commissioners voted 6-1, with Commissioner Bertino voting in opposition, to adopt the Commissioners' Findings of Fact and Zoning Reclassification Resolution 22-5 for Rezoning Case No. 437 to rezone approximately 2.25 acres of a larger 4.5-acre parcel of land on the north side of U.S. Rt. 50 and east of and adjacent to Herring Creek, from R-2 Suburban Residential District to C-2 General Commercial District.

Pursuant to the recommendation of Procurement Officer Nicholas Rice and upon a motion by Commissioner Nordstrom, the commissioners unanimously accepted the low bid of \$96,258.10 from Mike Houck Construction for the blacktop surfacing project at the Health Department in Snow Hill.

The commissioners reviewed and discussed various board appointments.

Upon a nomination by Commissioner Bertino, the commissioners unanimously agreed to appoint Judith Giffin to the Commission for Women.

Upon a nomination by Commissioner Purnell, the commissioners unanimously agreed to appoint Christian Martin to the Agricultural Preservation Advisory Board.

Upon a nomination by Commissioner Elder, the commissioners unanimously agreed to appoint Harry Wimbrow to the Economic Development Advisory Board.

Commissioner Nordstrom thanked Public Works and Emergency Services officials for their public safety efforts during a recent weather event.

The commissioners answered questions from the press, after which they adjourned to meet again on October 18, 2022.

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OFFICE OF THE  
COUNTY COMMISSIONERS

# Worcester County

GOVERNMENT CENTER  
ONE WEST MARKET STREET • ROOM 1103

SNOW HILL, MARYLAND

21863-1195

WESTON S. YOUNG, P.E.  
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JOSEPH E. PARKER, III  
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ROSCOE R. LESLIE  
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JOSHUA C. NORDSTROM  
DIANA PURNELL

## COMMENDATION

**WHEREAS**, Corporal Alisha Morton of the Worcester County Jail has been named a 2022 Worcester County Correctional Officer of the Year by the Maryland Correctional Administrators Association; and

**WHEREAS**, Corporal Morton was nominated for this honor for being a vital member of the WCJ team. She is courteous, always willing to go the extra mile, and has a kind, yet stern disposition, which has earned her the respect of the staff and inmates.

**NOW, THEREFORE**, we the County Commissioners of Worcester County, Maryland, do hereby commend **Corporal Alisha Morton** for her outstanding service to the Worcester County Jail and congratulate her for being named a **2022 Worcester County Correctional Officer of the Year**.

Executed under the Seal of the County of Worcester, State of Maryland, this 18<sup>th</sup> day of October, in the Year of Our Lord Two Thousand Twenty-Two.



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*Citizens and Government Working Together*

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## COMMENDATION

**WHEREAS**, Sergeant Eric Elliott of the Worcester County Jail has been named a 2022 Worcester County Correctional Officers of the Year by the Maryland Correctional Administrators Association; and

**WHEREAS**, Sergeant Elliott was nominated for this honor for being a vital member of the WCJ team. He is courteous, always willing to go the extra mile, and has a kind, yet stern disposition, which has earned him the respect of the staff and inmates.

**NOW, THEREFORE**, we the County Commissioners of Worcester County, Maryland, do hereby commend **Sergeant Eric Elliott** for his outstanding service to the Worcester County Jail and congratulate him for being named a **2022 Worcester County Correctional Officer of the Year**.

Executed under the Seal of the County of Worcester, State of Maryland, this 18<sup>th</sup> day of October, in the Year of Our Lord Two Thousand Twenty-Two.



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## COMMENDATION

**WHEREAS**, Andy Blizzard is a recipient of the 2022 Individual Spirit Award for embodying the Volunteer Spirit of Worcester County; and

**WHEREAS**, Mr. Blizzard has invested over 1,000 hours of his time into picking up trash to “Restore the Shore.”

**NOW, THEREFORE**, we the County Commissioners of Worcester County, Maryland, do hereby we the County Commissioners of Worcester County, Maryland, do hereby honor **Andy Blizzard** as a **2022 Individual Spirit Award** recipient for investing his time and talents into activities that play a key role in furthering the outstanding quality of life in Worcester County.

Executed under the Seal of the County of Worcester, State of Maryland, this 18<sup>th</sup> day of October, in the Year of Our Lord Two Thousand Twenty-Two.

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## COMMENDATION

**WHEREAS**, Larry Batis is a recipient of the 2022 Individual Spirit Award for embodying the Volunteer Spirit of Worcester County; and

**WHEREAS**, Mr. Batis has volunteered with Diakonia for the past 10 years, where he has donated his time on 56 Fridays to pick up food from six restaurants for the food pantry and has volunteered in the Thrift Store.

**NOW, THEREFORE**, we the County Commissioners of Worcester County, Maryland, do hereby we the County Commissioners of Worcester County, Maryland, do hereby honor **Larry Batis** as a **2022 Individual Spirit Award** recipient for investing his time and talents into activities that play a key role in furthering the outstanding quality of life in Worcester County.

Executed under the Seal of the County of Worcester, State of Maryland, this 18<sup>th</sup> day of October, in the Year of Our Lord Two Thousand Twenty-Two.



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## COMMENDATION

**WHEREAS**, Belinda Rose Bender is a recipient of the 2022 Individual Spirit Award for embodying the Volunteer Spirit of Worcester County; and

**WHEREAS**, Ms. Bender has donated over 300 hours of time as a volunteer with the Ocean City Police Department and the Ocean City Fire Department’s Fire Camp.

**NOW, THEREFORE**, we the County Commissioners of Worcester County, Maryland, do hereby honor **Belinda Rose Bender** as a **2022 Individual Spirit Award** recipient for investing her time and talents into activities that play a key role in furthering the outstanding quality of life in Worcester County.

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## COMMENDATION

**WHEREAS**, Gabe and Graham Geiser, students at Stephen Decatur High School, have been recognized as 2022 Emerging Leader Spirit Award recipients for embodying the Volunteer Spirit of Worcester County; and

**WHEREAS**, Gabe and Graham are recognized for their environmental and community outreach efforts, having developed a recycling program in Glen Riddle and volunteering for Ocean City Recreation and Parks.

**NOW, THEREFORE**, we the County Commissioners of Worcester County, Maryland, do hereby honor **Gabe and Graham Geiser** as **2022 Emerging Leader Spirit Award** recipients for investing their time and talents into activities that play a key role in furthering the outstanding quality of life in Worcester County.

Executed under the Seal of the County of Worcester, State of Maryland, this 18<sup>th</sup> day of October, in the Year of Our Lord Two Thousand Twenty-Two.



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DIANA PURNELL

## COMMENDATION

**WHEREAS**, Katie, Corey, and Eric Rimel have been named 2022 Emerging Leader Spirit Award recipients for embodying the Volunteer Spirit of Worcester County; and

**WHEREAS**, Katie, Corey, and Eric are recognized for their extraordinary fundraising efforts, having raised over \$100,000 for children to attend Camp Possibilities.

**NOW, THEREFORE**, we the County Commissioners of Worcester County, Maryland, do hereby honor **Katie, Corey, and Eric Rimel** as **Emerging Leader Spirit Award** recipients for investing their time and talents into activities that play a key role in furthering the outstanding quality of life in Worcester County.

Executed under the Seal of the County of Worcester, State of Maryland, this 18<sup>th</sup> day of October, in the Year of Our Lord Two Thousand Twenty-Two.



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JOSEPH E. PARKER, III  
DEPUTY CHIEF ADMINISTRATIVE OFFICER  
ROSCOE R. LESLIE  
COUNTY ATTORNEY

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

## COMMENDATION

**WHEREAS**, the Berlin Branch Library Gardeners have been named as a 2022 Group/Team Spirit Award recipient for embodying the Volunteer Spirit of Worcester County; and

**WHEREAS**, the Berlin Branch Library Gardeners, who founded the library garden in 2010, have cultivated and sustained the garden, provided educational information about the garden to over 5,200 library visitors, and helped to feed more than 300 individuals per month.

**NOW, THEREFORE**, we the County Commissioners of Worcester County, Maryland, do hereby honor **Berlin Branch Library Gardeners** as a **2022 Group/Team Spirit Award** recipient for undertaking activities that play a key role in furthering the outstanding quality of life in Worcester County.

Executed under the Seal of the County of Worcester, State of Maryland, this 18<sup>th</sup> day of October, in the Year of Our Lord Two Thousand Twenty-Two.



\_\_\_\_\_  
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

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



OFFICE OF THE  
COUNTY COMMISSIONERS

# Worcester County

GOVERNMENT CENTER  
ONE WEST MARKET STREET • ROOM 1103

SNOW HILL, MARYLAND

21863-1195

WESTON S. YOUNG, P.E.  
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JAMES C. CHURCH  
JOSHUA C. NORDSTROM  
DIANA PURNELL

## COMMENDATION

**WHEREAS**, the Ocean City Chamber of Commerce Young Professionals Group has been named as a 2022 Group/Team Spirit Award recipient for embodying the Volunteer Spirit of Worcester County; and

**WHEREAS**, the Young Professionals Group actively serves the community, volunteering with the Ocean City Air Show and the Ocean City Chamber of Commerce Golf Tournament, and hosting the Christmas Spirit Campaign, which serves more than 100 children.

**NOW, THEREFORE**, we the County Commissioners of Worcester County, Maryland, do hereby honor the **Ocean City Chamber of Commerce Young Professionals Group** as a **2022 Group/Team Spirit Award** recipient for undertaking activities that play a key role in furthering the outstanding quality of life in Worcester County.

Executed under the Seal of the County of Worcester, State of Maryland, this 18<sup>th</sup> day of October, in the Year of Our Lord Two Thousand Twenty-Two.



\_\_\_\_\_  
Joseph M. Mitrecic, President

\_\_\_\_\_  
Theodore J. Elder, Vice President

\_\_\_\_\_  
Anthony W. Bertino, Jr.

\_\_\_\_\_  
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DIANA PURNELL

## COMMENDATION

**WHEREAS**, Ron Pilling, a founder of the Jesse Klump Memorial Fund, Inc., is the 2022 Lifetime Spirit Award recipient. Mr. Pilling embodies the Volunteer Spirit of Worcester County; and

**WHEREAS**, Mr. Pilling, who has dedicated his life to serving others and the community, has been a volunteer for Assateague Coastal Trust since 1997 and has been the secretary and treasurer of the Jesse Klump Memorial Fund, Inc. for the past 13 years.

**NOW, THEREFORE**, we the County Commissioners of Worcester County, Maryland, do hereby honor **Ron Pilling** as the **2022 Lifetime Achievement Spirit Award** recipient for investing his lifetime into organizations and activities that play a key role in furthering the outstanding quality of life in Worcester County.

Executed under the Seal of the County of Worcester, State of Maryland, this 18<sup>th</sup> day of October, in the Year of Our Lord Two Thousand Twenty-Two.



\_\_\_\_\_  
Joseph M. Mitrecic, President

\_\_\_\_\_  
Theodore J. Elder, Vice President

\_\_\_\_\_  
Anthony W. Bertino, Jr.

\_\_\_\_\_  
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# Worcester County

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21863-1195

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MADISON J. BUNTING, JR.  
JAMES C. CHURCH  
JOSHUA C. NORDSTROM  
DIANA PURNELL

## PROCLAMATION

**WHEREAS**, this Economic Development Week, October 24-28, 2022, we recognize the Worcester County Economic Development (WCED) partnerships that create jobs and promote economic growth; and

**WHEREAS**, we benefit greatly from the partnerships between WCED and the local chambers of commerce to promote the economic well-being of the region and all of Maryland by providing leadership, education, development opportunities, and special programs that support and promote the business community.

**NOW, THEREFORE**, we the County Commissioners of Worcester County, Maryland, do hereby proclaim October 24-28, 2022 as **Economic Development Week** and celebrate the partnerships between the WCED and area chambers of commerce to attract new residents and businesses, create new jobs, and ultimately strengthen our competitiveness and our economy.

Executed under the Seal of the County of Worcester, State of Maryland, this 18<sup>th</sup> day of October, in the Year of Our Lord Two Thousand and Twenty-Two.



\_\_\_\_\_  
Joseph M. Mitrecic, President

\_\_\_\_\_  
Theodore J. Elder, Vice President

\_\_\_\_\_  
Anthony W. Bertino, Jr.

\_\_\_\_\_  
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Diana Purnell



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: Weston Young, Chief Administrative Officer

From: Billy Birch, Director of Emergency Services 

Re: FY 2022 Sub-Recipient Emergency Management Performance Grant (EMPG) – State Homeland Security Grant Program Awarded

Date: October 11, 2022

---

The Department of Emergency Services is requesting approval of the attached agreement between Worcester County and the Maryland Department of Emergency Management for the FY 2022 State Homeland Security Grant Program. These funds are awarded to the State of Maryland as pass through funds authorized by the Department of Homeland Security for approved programs/activities which is why the county is listed as a sub-recipient. The award is in the amount of \$74,876.33 and requires an official signature.

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

Attachment (1)



**2022 Sub-Recipient Agreement**  
for  
*County Commissioners of Worcester County, Maryland*

Date of Award

9/26/2022

<b>1. Sub-Recipient Name and Address</b>	<b>2. Prepared by:</b> <i>Majette, Ashley</i>	<b>3. MEMAGMS Award Number:</b> 22-SR 8861-01
--	---	---

County Commissioners of Worcester County, Maryland	<b>4. Federal Grant Information</b>	
	<b>Federal Grant Title:</b>	Emergency Management Performance Grant
	<b>Federal Grant Award Number/CFDA Number:</b>	EMP-2022-EP-00001-S01 / 97.042
	<b>Federal Granting Agency:</b>	U.S. Department of Homeland Security

**5. Award Amount**

<p><b>Total Award Amount</b></p> <p>\$74,876.33</p> <p><b>100% Match Required</b></p>	<p><b>2022 Emergency Management Performance Grant</b></p> <p>Performance Period:</p> <p>FROM Oct 1, 2021 – Jun 30, 2024</p>
---	---

**6. Statutory Authority for Grant:** This project is supported under the Homeland Security Act of 2002 as amended as amended (Public Law 107-296),(6USC603)  
**Appropriations Authority for Grant:** The Department of Homeland Security Appropriations Act, 2017

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

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

**9. Agency Approval**

<p><b>Approving SAA Official:</b></p> <p>Robert Poler, Chief Finance Officer</p> <p>Maryland Department of Emergency Management</p> <p>DBA Maryland Emergency Management Agency</p>	<p><b>Signature of SAA Official:</b></p>
	<p><b>Date:</b></p>

**10. Sub-Recipient Acceptance**

I have read and understand the attached Special Terms and Conditions and Certifications and Assurances.

<p><b>Type name and title of Authorized Sub-Recipient official:</b></p>	<p><b>Signature of Sub-Recipient Official:</b></p>
---	--

<p><b>11. Enter Federal Employer Identification Number (FEIN) and DUNS number:</b></p> <p>526001064</p>	<p><b>12. Date Signed :</b></p>
---	---------------------------------

**13. DUE DATE:** 10/26/2022

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



EMERGENCY SERVICES

# Worcester County

GOVERNMENT CENTER

ONE WEST MARKET STREET, ROOM 1002


SNOW HILL, MARYLAND 21863-1193

TEL: 410-632-1311

FAX: 410-632-4686

BILLY BIRCH  
DIRECTOR

To: Weston Young, Chief Administrative Officer

From: Billy Birch, Director of Emergency Services 

Re: FY 2022 State Homeland Security Program - Awarded

Date: October 11, 2022

---

The Department of Emergency Services is requesting approval of the attached agreement between Worcester County and the Maryland Department of Emergency Management for the FY 2022 State Homeland Security Program Grant. These funds are awarded to the State of Maryland as pass through funds authorized by the Department of Homeland Security for approved programs/activities which is why the county is listed as a sub-recipient. The award is in the amount of \$87,467.00 and requires an official signature.

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

Attachment (1)



**2022 Sub-Recipient Agreement**  
for  
**County Commissioners of Worcester County, Maryland**

Date of Award

9/26/2022

<b>1. Sub-Recipient Name and Address</b>	<b>2. Prepared by:</b> <i>Majette, Ashley</i>	<b>3. MEMAGMS Award Number:</b> 22-SR 8861-02
--	---	---

County Commissioners of Worcester County, Maryland	<b>4. Federal Grant Information</b>	
	<b>Federal Grant Title:</b>	State Homeland Security Grant Program
	<b>Federal Grant Award Number/CFDA Number:</b>	EMW-2022-SS-00009-S01 SHSP / 97.067
	<b>Federal Granting Agency:</b>	U.S. Department of Homeland Security

**5. Award Amount**

<b>Total Award Amount</b>  \$87,467.00	<b>2022 State Homeland Security Program</b>  Performance Period: FROM Sep 1, 2022 – Feb 28, 2025
--	---

**6. Statutory Authority for Grant:** This project is supported under the Homeland Security Act of 2002 as amended as amended (Public Law 107-296),(6USC603)  
**Appropriations Authority for Grant:** The Department of Homeland Security Appropriations Act, 2017

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

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

**9. Agency Approval**

<b>Approving SAA Official:</b> Robert Poler, Chief Finance Officer Maryland Department of Emergency Management DBA Maryland Emergency Management Agency	<b>Signature of SAA Official:</b>
	<b>Date:</b>

**10. Sub-Recipient Acceptance**

I have read and understand the attached Special Terms and Conditions and Certifications and Assurances.

<b>Type name and title of Authorized Sub-Recipient official:</b>	<b>Signature of Sub-Recipient Official:</b>

<b>11. Enter Federal Employer Identification Number (FEIN) and DUNS number:</b> 526001064	<b>12. Date Signed :</b>
--	--------------------------

**13. DUE DATE:** 10/26/2022  
Signed award must be returned to the SAA on or before the above due date.

**AGREEMENT ARTICLES  
Emergency Management Performance Grant**

**Recipient: Maryland Department of Emergency  
Management dba Maryland Emergency  
Management Agency  
PROGRAM: Emergency Management Performance Grant  
AGREEMENT NUMBER: EMP-2022-EP-00001-S01**

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The Fiscal Year (FY) 2022 DHS Standard Terms and Conditions apply to all new federal financial assistance awards funded in FY 2022. These terms and conditions flow down to subrecipients unless an award term or condition specifically indicates otherwise. The United States has the right to seek judicial enforcement of these obligations. All legislation and digital resources are referenced with no digital links. The FY 2022 DHS Standard Terms and Conditions will be housed on dhs.gov at [www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions](http://www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions).

**Article II - Assurances, Administrative Requirements, Cost Principles, Representations and Certifications I.**

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

## ITEM 3

- are required to fill out the assurances as instructed by the awarding agency.
2. DHS financial assistance subrecipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200 and adopted by DHS at 2 C.F.R. Part 3002.
  3. By accepting this agreement, recipients, and their executives, as defined in 2 C.F.R. section 170.315, certify that their policies are in accordance with OMB's guidance located at 2 C.F.R. Part 200, all applicable federal laws, and relevant Executive guidance.

### Article III - General Acknowledgements and Assurances

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Subrecipients must cooperate with any DHS and Maryland Department of Emergency Management (MDEM) compliance reviews or compliance investigations conducted by DHS.
2. Subrecipients must give DHS and MDEM access to examine and copy records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities or personnel.
3. Subrecipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
4. Subrecipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law, or detailed in program guidance.
5. Subrecipients (as defined in 2 C.F.R. Part 200 and including recipients acting as pass-through entities) of federal financial assistance from DHS or one of its awarding component agencies must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receipt of the Notice of Award for the first award under which this term applies. Recipients of multiple awards of DHS financial assistance should only submit one completed tool for their organization, not per award. After the initial submission, recipients are required to complete the tool once every two (2) years if they have an active award, not every time an award is made. Recipients should submit the completed tool, including supporting materials, to [CivilRightsEvaluation@hq.dhs.gov](mailto:CivilRightsEvaluation@hq.dhs.gov). This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>. The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension if the recipient identifies steps and a timeline for completing the tool.

Recipients should request extensions by emailing the request to [CivilRightsEvaluation@hq.dhs.gov](mailto:CivilRightsEvaluation@hq.dhs.gov) prior to expiration of the 30-day deadline.

#### **Article IV - Acknowledgement of Federal Funding from DHS**

Subrecipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

#### **Article V - Activities Conducted Abroad**

Subrecipients must ensure that project activities performed outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

#### **Article VI - Age Discrimination Act of 1975**

Subrecipients must comply with the requirements of the Age Discrimination Act of 1975, Public Law 94-135 (1975) (codified as amended at Title 42, U.S. Code, section 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

#### **Article VII - Americans with Disabilities Act of 1990**

Subrecipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. 101-336 (1990) (codified as amended at 42 U.S.C. sections 12101 - 12213), which prohibits subrecipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

#### **Article VIII - Best Practices for Collection and Use of Personally Identifiable Information**

Subrecipients who collect personally identifiable information (PII) are required to have a publicly available privacy policy that describes standards on the usage and

## ITEM 3

maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Subrecipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.

### **Article IX - Civil Rights Act of 1964 - Title VI**

Subrecipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. section 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

### **Article X - Civil Rights Act of 1968**

Subrecipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. 90-284, as amended through Pub. L. 113-4, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. section 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units - i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators) - be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

### **Article XI - Copyright**

Subrecipients must affix the applicable copyright notices of 17 U.S.C. sections 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

### **Article XII - Debarment and Suspension**



Subrecipients are subject to the nonprocurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3002. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

## **Article XIII - Drug-Free Workplace Regulations**

Subrecipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. sections 8101-8106).

## **Article XIV - Duplication of Benefits**

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

## **Article XV - Education Amendments of 1972 (Equal Opportunity in Education Act) - Title IX**

Subrecipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. 92-318 (1972) (codified as amended at 20 U.S.C. section 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19. Article XVI - Energy Policy and Conservation Act Subrecipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. 94- 163 (1975) (codified as amended at 42 U.S.C. section 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

**Article XVII - False Claims Act and Program Fraud Civil Remedies**

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

**Article XVIII - Federal Debt Status**

All subrecipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant d



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: Weston Young, Chief Administrative Officer  
 From: Billy Birch, Director of Emergency Services *(B.B.)*  
 Re: Out of State Travel Request – 2022 APCO Nexus 360 Event  
 Date: October 11, 2022

**Out of State Travel Request**

<u>Emergency Services</u>	<u>1</u>	<u>100.1102.044.7000.040</u>
<b>Department</b>	<b># of Attendees</b>	<b>GL Account Code</b>
<u>Arlington, Virginia</u>	<u>11/2/2022</u>	<u>11/3/2022</u>
<b>Destination</b>	<b>Depart</b>	<b>Return</b>

Purpose of Travel: I am requesting authorization for staff to attend the 2022 APCO Nexus 360 Event conference. This conference will enable Emergency Services to gain up to date educational content on the Next Generation 911 features, various training sessions, and industry standardization practices. Funding was reserved in the FY23 budget for this training.

Estimated Costs:	Airfare	_____
	Lodging	<u>\$550</u>
	Meals	<u>\$125</u>
	Registrations Fees	<u>\$100</u>
	Car Rental	_____
	Other Transportation	_____
	Other (Parking Fees)	<u>\$45</u>
	<b>Total</b>	<u><b>\$820</b></u>

*Worcester County's  
Initiative to Preserve Families*

6040 Public Landing Rd.  
Post Office Box 129  
Snow Hill, MD 21863

Telephone: 410-632-3648



Worcester County's  
Initiative  
to Preserve Families

October 5, 2022

**TO:** Weston Young, Chief Administrative Officer  
**THROUGH:** Jessica Sexauer, Director of the Local Management Board  
**FROM:** Christen Barbierr, Coordinator  
Local Management Board  
**SUBJECT:** 2023 Community Partnership Agreement

A handwritten signature in dark ink, appearing to be 'JS', is placed to the right of the 'THROUGH' line.

Please accept this document as a request to approve the Fiscal Year 2023 Local Management Board Community Partnership Agreement. The total award amount for Worcester County is \$927,531. The programs/strategies to be funded in fiscal year 2023 are:

- Building Bridges to Stable Families
- Worcester Navigation
- Worcester Connects
- Bounce Back
- Local Care Team Coordinator
- Poverty Planning

The results and indicators have been reviewed by LMB staff, LMB Board members, and staff from the Governor's Office for Crime Prevention, Youth, and Victims Services. This Community Partnership Agreement encompasses services provided during fiscal year 2023. We are requesting that the copy of the Community Partnership Agreement be reviewed and signed. Please return the signed copy to the LMB. A fully executed copy will be provided to the County Commissioners after approval by the Governor's Office for Crime Prevention, Youth, and Victims Services. If you have any questions, please contact me at 410-632-3648.

Thank you for your time and consideration.

Attachments (1)

**COMMUNITY PARTNERSHIP AGREEMENT**  
**BETWEEN**  
**STATE OF MARYLAND**  
**AND**  
**COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND**

This Community Partnership Agreement (“**Agreement**”) effective, as of July 1, 2022, between the State of Maryland (“**State**”), acting by and through the Children’s Cabinet (“**Cabinet**”); and the **County Commissioners of Worcester County, Maryland** (“**Subdivision**”), acting by and through the Local Management Board (“**Board**”), the County’s Initiative to Preserve Families, designated as the local management board by the Subdivision pursuant to Section 8-301 of the Human Services Article of the Annotated Code of Maryland.

**WHEREAS**, the **Cabinet** and the **Board** intend to enter into a partnership to develop a more comprehensive integration of children and family services and the funding for these services; and

**WHEREAS**, pursuant to Title 8, Subtitle 5 of the Human Services Article of the Annotated Code of Maryland, the **Board** has made an application for money from the **Cabinet** Fund, and desires to enter into a Community Partnership Agreement that: (1) reflects coordination with the State’s three-year plan for children, youth, and families and any local government plan for services for children, youth, and families; and (2) addresses the priorities and strategies of the Subdivision for meeting the identified needs of children and families as articulated in the **Board’s** community plan; and,

**WHEREAS**, the **Cabinet** intends to disburse **Cabinet** funds to the **Board** subject to certain terms, conditions, performance measures, or outcome evaluations that the **Cabinet** considers necessary,

**NOW THEREFORE**, for good and valuable consideration, the sufficiency of which is acknowledged by both parties, the parties hereto agree as follows:

**I. SCOPE**

The purpose of this **Agreement** is to establish a Community Partnership Agreement in **Worcester County, Maryland** to establish a comprehensive, integrated children and family interagency service delivery system that is community-based, family-focused and culturally competent. This **Agreement** is based on a shared vision and a joint commitment by the **Cabinet** and the **Board** to advance a results-based accountability and management system that enhances child and family well-being.

This **Agreement** includes Appendices A and B, which are attached hereto and incorporated herein. The appendices that are attached and incorporated into this **Agreement** are as follows:

1. Appendix A, Program Description Chart, which sets forth the details of the programs/strategies to be funded in whole or in part by the **Cabinet** and managed by the **Board** under this **Agreement**, for the fiscal year; and,
2. Appendix B, which contains the annual budget for **Cabinet-funded** programs/strategies, Board Administration, and Community Support.

**II. PROGRAMS AND SERVICES TO BE PROVIDED**

- A. The programs, services, requirements, conditions and other activities of the **Board** as to its operations that will be funded by the **Cabinet** are set forth in the Appendices A and B. By accepting **Cabinet** funds under this **Agreement**, the **Board** agrees to the terms and conditions set forth herein and appended hereto and those contained in the State of Maryland Policies and

# ITEM 5

Procedures Manual for Local Management Boards (“Manual”), which is incorporated by reference into this **Agreement** in accordance with paragraph VIII (H) herein.

- B. The **Board** shall comply with applicable provisions of Title 8 of the Human Services Article of the Annotated Code of Maryland; the Code of Maryland Regulations (“COMAR”); written guidelines and policies communicated in writing and issued by the **Cabinet** and the Executive Director for the **Governor’s Office of Crime Prevention, Youth, and Victim Services**; and other applicable federal and State laws, regulations, and policies relating to the terms and conditions of this **Agreement**, including the delivery of services to children and families described herein.
- C. The parties hereby expressly acknowledge the possibility of substantial changes in State and federal regulations applicable to this **Agreement** and expressly agree to negotiate associated amendments to the **Agreement** as necessary to comply with such changes; *provided* that any increase in the scope of work or cost of performance associated with such amendments may be compensated by a budget increase or, in the alternative, by modifying the scope of work to reduce the cost of performance, as determined by the **Cabinet** in its sole discretion. Any such modification in the scope of work or budget shall be performed in accordance with the provisions of this **Agreement** (see Section V “MODIFICATIONS”).

### III. TERM

This **Agreement** shall be effective and remain in full force and effect for State fiscal year 2023 (July 1, 2022 – June 30, 2023) unless modified or terminated under Sections V. (“MODIFICATIONS”) and VI. (“TERMINATION”) herein, and unless renewed thereafter upon the mutual written agreement of the parties.

### IV. FUNDING

- A. Amount: Funding for the programs/strategies to be provided by the **Board** under this **Agreement** will be provided by the **Cabinet**. The total amount will be determined by the **Governor’s Office of Crime Prevention, Youth, and Victim Services** on behalf of the **Cabinet**, based on the proposed budget submitted by the **Board** and approved by the **Governor’s Office of Crime Prevention, Youth, and Victim Services** on behalf of the **Cabinet**, and which is subject to annual **State** appropriations.
- B. Conditions:
  - 1. Funding received from the **Cabinet** is conditioned upon the availability of **State** appropriations. The **Board** shall make every effort to maximize revenue from sources other than **State** appropriations. In the event of a funding reduction, the **Subdivision** shall not be required to utilize **Subdivision** funds to meet the objectives of this **Agreement**.
  - 2. Funding received from the **Cabinet** is conditioned upon the **Board** complying with the conditions as set forth in this **Agreement**, including Appendices A and B.
  - 3. Funding received from the **Cabinet** is conditioned on the submission by the **Board** of an annual budget that has been approved by the **Cabinet**.
  - 4. Funding received from the **Cabinet** is conditioned on the submission by the **Board** of performance measures for each funded program/strategy noted in Appendix A in accordance with the instructions established by the **Cabinet**.

## ITEM 5

5. Funding received from the **Cabinet** is conditioned on the utilization by the **Board** of the Results Scorecard web-based application for each funded program/strategy noted in Appendix A in accordance with the instructions established by the **Governor's Office of Crime Prevention, Youth, and Victim Services**.
- C. Payments: Payments from the **Cabinet** Fund pursuant to this **Agreement** shall be made in accordance with the provisions of the Manual.
- D. Withholding and Repayment of Funds:
  1. The **Cabinet** reserves the right to withhold the transfer of **Cabinet** funds to the **Board** if the **Board** fails to:
    - a) Comply with the terms and conditions of this **Agreement**, including any and all **Children's Cabinet reporting requirements**; and/or,
    - b) Implement the programs/strategies listed in Appendix A in accordance with the terms and conditions of this **Agreement**.
  2. Before any funds are withheld hereunder, the **Cabinet** shall notify the **Board** in writing of the provision(s) of the **Agreement** that the **Board** failed to follow. The **Board** shall have thirty (30) calendar days from receipt of the **Cabinet** notice to develop a corrective plan acceptable to the **Cabinet**. This corrective plan shall specify the date by which deficiencies will be corrected. Failure by the **Board** to correct deficiencies shall result in withholding of funds hereunder by the **Cabinet**.
  3. Any funds not expended during the fiscal year shall be returned to the Children's Cabinet Fund in accordance with Manual requirements or as directed by the Children's Cabinet.

### V. MODIFICATIONS

No amendment or modification to this **Agreement** is binding unless it is in writing and signed by all parties, except as specifically provided in the Manual.

### VI. TERMINATION

- A. This **Agreement** may be terminated by the **Cabinet**, upon sixty (60) calendar days written notice, if the **Board** fails to fulfill its obligations under the **Agreement** as determined by the **Cabinet** in its sole discretion, or if termination is determined by the **Cabinet** in its sole discretion to be in the best interest of the **Cabinet**. The **Subdivision** or the **Board** may terminate the **Agreement**, upon sixty (60) calendar days written notice, if that is determined to be in the best interest of the **Subdivision** or the **Board**. The **Cabinet** shall pay the cost of budgeted expenditures made prior to the date of termination that are consistent with the terms of this **Agreement** and the **Board** Manual.
- B. If the **Cabinet** determines that the **Agreement**, or any portion thereof, must be terminated due to a lack of appropriations or other reductions to the **Cabinet** Fund, the provisions of the above paragraph A. do not apply. In such circumstances, the **Cabinet** will attempt to provide prior notice of termination and payment for allowable budgeted expenditures prior to the date of termination, to the extent feasible.
- C. Termination of this **Agreement** does not relieve the **Subdivision** of the requirements of Section 8-301 of the Human Services Article of the Annotated Code of Maryland requiring the

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establishment of a Local Management Board. Prior to termination of this **Agreement**, the **Subdivision** and the **Board** shall adopt and implement a transition plan, subject to approval by the **Cabinet**, to ensure the continuation of programs and services under this **Agreement** through a State or local entity. However, if the **Cabinet** terminates this **Agreement** due to a lack of appropriations or other reductions to the **Cabinet** Fund, then the **Subdivision** and the **Board** may be relieved of all obligations to continue the programs and services required under this **Agreement** if substitute funding cannot be obtained. Termination under this Paragraph C shall occur in accordance with the provisions of the Manual.

### VII. REVIEW PROCESS

The **Board** may request a review of any decision made by or on behalf of the **Cabinet** with respect to this **Agreement**. The request must be made in writing to the Assistant Deputy Director of the **Governor's Office of Crime Prevention, Youth, and Victim Services** within thirty (30) calendar days of the decision. The Assistant Deputy Director will respond, in writing, within sixty (60) calendar days of the date of the **Board** request. A request for review of the Assistant Deputy Director's response may be made, in writing, to the **Cabinet** or its designee within thirty (30) calendar days of the date of the Assistant Deputy Director's response.

### VIII. GENERAL PROVISIONS AND CONDITIONS

- A. State Laws and Regulations: The terms of this **Agreement** and its execution, interpretation, and enforcement shall be governed by and are subject to all applicable Maryland laws and regulations and approval of other agencies of the **State**, as required under said laws and regulations.
- B. Successors and Assigns: This **Agreement** shall bind the respective agents, successors and assigns of the parties.
- C. Nondiscrimination: The **Board** shall comply with applicable nondiscrimination provisions of federal and Maryland laws and regulations.
- D. Anti-Bribery: The **Board** certifies that, to the best of its knowledge, neither the **Board** nor any of its officers, directors, partners, nor any of its employees directly involved in obtaining this **Agreement** with the **State** or any county, city, or other subdivision of the State, has been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or the United States.
- E. It is understood and agreed that the parties to this **Agreement** do not waive any rights they may have to assert governmental or sovereign immunity.
- F. The **State** shall not assume any obligation to indemnify, hold harmless, or pay attorneys' fees that may arise from or in any way be associated with the performance or operation of this **Agreement**.
- G. In the event that monies designated by the United States Department of Health and Human Services for programs under Title IV-A, IV-B, and IV-E of the Social Security Act, as amended, are used in programs provided for under this **Agreement**, the Maryland Department of Human Services, as the Single State Agency for Title IV-A, IV-B, and IV-E funding, retains all decision-making authority which it held as of the date of this **Agreement** for purposes of implementation of any such program. Similarly, if any services provided under this **Agreement** are funded by Medicaid, under Title XX of the Social Security Act, then the Maryland Department of Health, as



# ITEM 5

the Single State Agency for administration of the Medicaid Program, retains decision-making authority with respect to those funds, to the extent required by 42 U.S.C., Section 1902(a)(5) and 42 CFR 431.10, as amended.

- H. Incorporation by Reference: The provisions of the Manual effective as of July 1, 2021 and amended from time to time, are incorporated herein by reference. The **Board** shall incorporate the Manual by reference into any and all of its subcontracts funded by the **Cabinet** pursuant to this **Agreement**, as appropriate.

**IN WITNESS WHEREOF**, the **State** and **Subdivision** have executed this **Agreement**.

## THE STATE OF MARYLAND

BY: \_\_\_\_\_

Deputy Director for the **Governor's Office of Crime Prevention, Youth, and Victim Services**, on behalf of the Children's Cabinet

DATE: \_\_\_\_\_

## LOCAL MANAGEMENT BOARD

BY: \_\_\_\_\_, Chair

Local Management Board of **Worcester County**

DATE: \_\_\_\_\_

## SUBDIVISION

BY: \_\_\_\_\_, (Local official)

**County Commissioners of Worcester County, Maryland**

DATE: \_\_\_\_\_

Approved as to Form and Legal Sufficiency

This \_\_\_\_\_ day of \_\_\_\_\_, 2021

By: \_\_\_\_\_

**Worcester County** Legal Counsel

Prioritized Result(s)	Prioritized Indicator(s)	Program/Strategy Name	Program/Strategy Description	Target Population	Performance Measures	FY23 Funding	Children's Cabinet Priority
Families are economically stable	Child Poverty	Building Bridges to Stable Families	This program will provide comprehensive support services to children, families, and parents impacted by incarceration. The program will link parents that are incarcerated to resources, including mental health and substance abuse treatment, case management, housing and other local resources that will help maintain stability, and prevent recidivism once released. Parenting classes will be offered to individuals that are incarcerated as well as parents/caregivers in the community. The program will support the children and families of individuals incarcerated by providing case management services that will link families to services and children to programs that promote resilience and sustainability.	The target population for this program will be incarcerated parents, their children, and the families/caregivers of the children.	<p><b>How Much:</b></p> <ul style="list-style-type: none"> <li># of incarcerated individuals that are enrolled in the program</li> <li># of parents/caregivers not incarcerated enrolled in the program</li> <li># of total parenting classes held in the jail and the community</li> <li># of children enrolled in the program</li> </ul> <p><b>How Well:</b></p> <ul style="list-style-type: none"> <li>#/% of Transitional Care plans completed within the first 3 visits to parents (incarcerated and not) DEN: # of newly enrolled individuals enrolled that have been visited 3 times</li> <li>#/% of previously incarcerated parents reporting satisfaction in services offered during their time in detention by the completion of a satisfaction survey within 6 weeks post release DEN: # of incarcerated individuals enrolled that have been released</li> <li>#/% of parents enrolled in a parenting class cohort that complete that cohort DEN: # of incarcerated individuals enrolled that have been released</li> </ul> <p><b>Better Off:</b></p> <ul style="list-style-type: none"> <li>#/% of incarcerated participants who report increased resources and supportive services available during/post incarceration DEN: # of participants that have completed a pre/post survey</li> <li>#/% of participants who report an improved attitude/outlook for communication DEN: # of participants that have completed a pre/post survey</li> <li>#/&amp; of participants who report improved family stability DEN: # of participants that complete a pre/post survey</li> <li>#/% of participants (Incarcerated and non) meeting one or more of their three (3) objectives from their Transitional Care Plan within 6 months of enrollment into the Building Bridges to Stable Families program DEN: # of participants that completed a TCP</li> </ul>	\$150,000	Reducing the impact of parental incarceration on children, youth, families, and communities
Families are Economically Stable	Child Poverty	Worcester Navigation	The Worcester Navigation program will provide Worcester County's children, youth and families in poverty assistance through a local navigator. This Navigator will work with the families to connect them to much needed resources, to improve overall health and well-being.	The target population will be youth and/or families that are receiving some form of public assistance or those	<p><b>How Much:</b></p> <ul style="list-style-type: none"> <li># of families served by a navigator</li> <li>Average # of referrals per family/individuals</li> </ul> <p><b>How Well:</b></p> <ul style="list-style-type: none"> <li>#/% families with action plans completed within 3 days of contact Den: # of families/individuals served by a navigator</li> <li>#/% of participants served by community-based options Den: # of families/individuals served by a navigator</li> </ul>	\$150,000	Reducing Childhood Hunger

				that are living in poverty.	<p><b>Better Off:</b></p> <ul style="list-style-type: none"> <li>● #/% of families who report increase in self-sufficiency DEN: # of participants that complete a pre and post survey</li> <li>● #/% of families that report a reduction in food insecurity DEN: # of participants that complete a pre and post survey</li> <li>● #/% of families reporting an increase in their ability to advocate for the needs of their child(ren) or themselves after working with a navigator based on pre and post assessment DEN: # of participants that complete a pre and post survey</li> </ul>		
Healthy Children	Depressive Episodes	Worcester Connects	This program will provide youth, grades 6-12, with a supportive and positive mentor/role model. The mentor service is designed to be a hybrid of 1:1 mentoring services as well as group mentoring to allow mentees to engender a sense of membership with their peers. This program will be based upon the Check and Connect mentoring program which promotes increased self-esteem, confidence and improve overall health and wellness.	Worcester Connects will be open to all school age youth, with a heavy focus on youth between 6th and 12th grade. The target population will be youth that are truant, bullied, have special needs (learning, developmental, behavioral), and/or youth that are living in poverty.	<p><b>How Much:</b></p> <ul style="list-style-type: none"> <li>● # of youth mentored</li> <li>● # of 1:1 monthly meetings held between youth and mentor</li> <li>● # of monthly group meetings held between mentees and mentor</li> <li>● # of youth that were referred by partnering agencies and enrolled in the program who were identified as “at-risk of entering the juvenile justice system”</li> </ul> <p><b>How Well:</b></p> <ul style="list-style-type: none"> <li>● #/% of successful contacts (face to face meeting, text messages, and/or phone calls) made to youth during the first 30 days of enrollment DEN: # of attempts</li> <li>● #/% of youth that have improved attendance by 10% in school after being enrolled in the program for 3 months DEN: # of youth mentored</li> <li>● #/% of youth who were referred to the diversion program by the law enforcement/Department of Juvenile Services DEN: # of youth mentored</li> </ul> <p><b>Better Off:</b></p> <ul style="list-style-type: none"> <li>● #/% of youth that have improved School Functioning after 3 months enrolled in the program via pre/post BERs Scale DEN: # of youth mentored for 3 months</li> <li>● #/% of youth that have improved their Intrapersonal Strength after 3 months enrolled in the program via pre/post BERs Scale DEN: # of youth mentored for 3 months</li> <li>● #/% of youth who successfully complete the program DEN: # of youth mentored</li> <li>● #/% of youth reporting increased knowledge or skill development as a result of the program DEN: # of youth mentored that complete the survey</li> </ul>	\$150,000	Increasing opportunities for community-based programs and services for youth

Healthy Children	Depressive Episodes	Bounce Back	Bounce Back is an elementary school adaptation of CBITS (Cognitive Behavioral Intervention for Trauma in Schools). The Bounce Back program will operate in the local elementary schools as an afterschool program. The afterschool sessions will be once a week for 10 weeks, with 2-3 children in each. Throughout the 60-minute session, the social workers will incorporate therapeutic elements similar to those used in other CBT therapies, including psychoeducation, relaxation training, cognitive restructuring, problem solving, and positive reinforcement activities. Social workers will work with children to identify feelings and describe the link between thoughts and feelings, making concepts very concrete, and creating games that engage children in skills and strategy. Additionally, parents will be invited to a 1:1 session with the child and the social worker in order to have the child tell their trauma story. The social worker will provide a weekly handout to the parent, outlining what was discussed during each session and the skills learned during that session; this will be encourage the parent to work on the skills learned at home with the child. At the end of the after-school program, children will graduate.	Elementary school aged children (K-5th grade)	<p><b>How Much:</b></p> <ul style="list-style-type: none"> <li>● # of children enrolled the Bounce Back Program</li> <li>● # of schools hosting the Bounce Back program</li> </ul> <p><b>How Well:</b></p> <ul style="list-style-type: none"> <li>● #/% of ACEs screenings completed on children enrolled in the program DEN: # of children enrolled in the program</li> <li>● #/% of children that successfully completed the program DEN: # of children enrolled in the program</li> </ul> <p><b>Better Off</b></p> <ul style="list-style-type: none"> <li>● #/% of parents that report an increase in their child’s self-esteem after completion of the program via post survey DEN: # of surveys completed</li> <li>● #/% of children demonstrating achievement of goals DEN: # of children that completed the program</li> <li>● #/% of children reporting increased knowledge or skill development as a result of the program DEN: # of children that complete post survey</li> </ul>	\$150,000	Increasing opportunities for community-based programs and services for youth
Families are Economically Stable	Child Poverty	Poverty Planning	This planning strategy will explore areas in Worcester County that remain understudied and over represented in the data. More specifically, this planning strategy will explore the impacts of poverty on children and families in Worcester County. This strategy will also explore evidence base and best practices to combat poverty in rural areas.	Children, youth and adults and families that work and live in Worcester County	<p><b>How Much:</b></p> <ul style="list-style-type: none"> <li>● # of trainings provided that addressed poverty</li> <li>● # of participants that attended trainings that addressed poverty</li> </ul> <p><b>How Well:</b></p> <ul style="list-style-type: none"> <li>● #/% of training participants that successfully complete a poverty training DEN: # of participants that attended the training</li> <li>● #/% of individuals that report satisfaction in the training DEN: #/% of individuals reporting confidence in utilizing knowledge learned in the trainings</li> </ul>	\$28,080	Increasing opportunities for community-based programs and services for youth;

					<p><b>Better Off:</b></p> <ul style="list-style-type: none"> <li>● #/% participants reporting increased knowledge of skill development as a result of the Poverty Training DEN: # of participants the complete the post training survey</li> <li>● #/% of participants reporting confidence in utilizing knowledge learned in the trainings DEN: # of participants that completed post training survey</li> </ul>		
		Local Care Team Coordinator			<p><b>How Many:</b></p> <ul style="list-style-type: none"> <li>● # of unique referrals received by the LCT during the reporting period</li> <li>● # of unique referrals (as noted above) that resulted in one or more reviews by the LCT during the reporting period.</li> <li>● Please explain the major reasons why the LCT did not review all unique referrals. (eg. the referrals did not rise to the level of intensive needs, the family did not want to participate in the process, etc)</li> <li>● # of outbound LCT outreach activities completed</li> <li>● # of inbound LCT cross-training and other activities completed</li> <li>● # of LCT meetings</li> <li>● Total # of LCT reviews completed during the reporting period.</li> <li>● #/% of mandated LCT representatives that attend at least 75% of LCT meetings DEN: # of mandated LCT representatives</li> <li>● #/% of all LCT reviews (new, follow-up, and annual reviews) where the youth's parents (or legal guardians) attended DEN: Total # of reviews completed during the reporting period.</li> <li>● Please describe youth engagement in the LCT process and whether that involvement is beneficial to the outcome of cases.</li> </ul>	\$53,000	
		Board Administration			<ul style="list-style-type: none"> <li>● Describe when the Board last participated in a community planning process, the timeline for future planning, and the steps that are being taken to prepare.</li> <li>● Describe how the Local Management Board utilizes organizational and policy assessment tools in assessing community needs, planning, and incorporating the Children's Cabinet overall themes of Adverse Childhood Experiences (ACEs), Trauma-Informed Practices (TIPs), and Racial and Ethnic Disparities (R/ED)</li> <li>● Describe how the Board evaluates planning/program implementation and ongoing effectiveness of the Children's Cabinet funded programs and strategies, including, but not limited to monitoring of vendors for evidence of effectiveness and contract compliance.</li> </ul>	\$237,405	

					<ul style="list-style-type: none"> <li>● Describe how the Board engages participation of individuals with lived experience (youth, parents/caregivers, and community members) including, but not limited to Board membership; program/strategy planning, implementation, evaluation; and outreach.</li> <li>● Provide an example of cooperation and collaboration between LMB staff, Board members, vendors, and other partners affiliated with the Children’s Cabinet funded programs and strategies during the reporting period.</li> <li>● Please list any successes and/or emerging practices developed through Children’s Cabinet funded programs and strategies.</li> <li>● Describe barriers/challenges to implementing programs and strategies. Include corrective actions taken or planned to overcome described barriers (include timeline). Are there any obstacles or barriers that could prevent you from expending all grant funds? Please include any requests for technical assistance</li> <li>● #/% of all LMB staff and Board members that have completed no less than introductory training (ex., Results Accountability 101) in Results Accountability (RA) as provided by a trained RA trainer in the last 3 years DEN: Total # of LMB staff and Board members</li> <li>● #/% age of LMB staff and Board members that completed Results Based Accountability certification DEN: Total # of LMB staff and Board members</li> <li>● #/% of programs/strategies that employ one or more research-based practices (including promising practices, best practices, and evidence-based practices) listed on a national clearing house registry DEN: All Children’s Cabinet-funded programs/strategies; # of new and ongoing programs/strategies</li> <li>● #/% of staff and board members who reported an understanding of R/ED principles after participating in training and education opportunities. DEN: # of staff and board members that responded to a survey or other evaluation method after participating in training and/or education opportunities sponsored by the LMB</li> <li>● #/% of vendors who reported an understanding of R/ED principles after participating in training and education opportunities</li> <li>● DEN: # of vendors that responded to a survey or other evaluation method after participating in training and/or education opportunities sponsored by the LMB</li> </ul>		
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					<ul style="list-style-type: none"> <li>● #/% of community members who reported an understanding of R/ED principles after participating in training and education opportunities.</li> <li>● DEN: # of community members that responded to a survey or other evaluation method after participating in training and/or education opportunities sponsored by the LMB</li> <li>● #/% of staff and board members who reported an understanding of ACEs and TIPs principles after participating in training and education opportunities. DEN: # of staff and board members that responded to a survey or other evaluation method after participating in training and/or education opportunities sponsored by the LMB</li> <li>● #/% of vendors who reported an understanding of ACEs and TIPs principles after participating in training and education opportunities. DEN: # of vendors that responded to a survey or other evaluation method after participating in training and/or education opportunities sponsored by the LMB</li> <li>● #/% of community members who reported an understanding of ACEs and TIPs principles after participating in training and education opportunities. DEN: # of community members that responded to a survey or other evaluation method after participating in training and/or education opportunities sponsored by the LMB</li> </ul>		
		Community Support			N/A	N/A	

Fiscal Year 2023

Budget Summary for Entry Into GMS

A. GENERAL INFORMATION

<b>Local Management Board:</b>	Worcester County's Initiative to Pres			
<b>Street Address:</b>	6040 Public Landing Road			
<b>City:</b>	Snow Hill	<b>State:</b> Maryland	<b>Zip:</b>	21863
<b>Point of Contact:</b>	Jessica Sexauer	<b>Phone:</b>	410-632-3648	<b>Fax:</b> 410-632-0065
<b>Federal Taxpayer ID:</b>	01-0916667			

B. BUDGET SUMMARY

	<u>Children's Cabinet Fund</u>	<u>Non - Children's Cabinet Funds that Directly Support CPA - CASH MATCH</u>	<u>Non - Children's Cabinet Funds that Directly Support CPA - IN KIND</u>
Personnel	670,841.00	0.00	0.00
Operating Expenses	63,146.00	0.00	9,600.00
Travel	20,646.00	0.00	0.00
Contractual Services	93,656.00	0.00	0.00
Equipment	7,900.00	0.00	0.00
Other	71,342.00	0.00	0.00
<b>Grand Total</b>	<u><u>927,531.00</u></u>	<u><u>0.00</u></u>	<u><u>9,600.00</u></u>

Fiscal Year 2023 Appendix A

A. GENERAL INFORMATION

**Local Management Board:** Worcester County's Initiative to Preserve Families

**Street Address:** 6040 Public Landing Road

**City:** Snow Hill

**Zip:** 21863

**Point of Contact:** Jessica Sexauer

**Phone:** 410-632-3648

**Fax:** 410-632-0065

**Federal Taxpayer ID:** 01-0916667

B. TYPE OF REQUEST

New

Modification

Supplemental

Reduction

C. AFFIRMATION

The Local Management Board agrees to the terms and conditions set forth in Section D of this Appendix, for those items containing an X in the box appearing prior to the term/condition. The Local Management Board affirms that the information conveyed in this Appendix is true and accurate to the best of its knowledge.

Local Management Board Chair

Date

Local Management Board Point of Contact

Date

State Official

Date

**D. TERMS and CONDITIONS (for Governor's Office of Crime Prevention, Youth, and Victim Service use only)**

X

Attached Pages

6

Fiscal Year 2023 Appendix B

A. GENERAL INFORMATION							
<b>Local Management Board:</b>	Worcester County's Initiative to Preserve Families						
<b>Street Address:</b>	6040 Public Landing Road						
<b>City:</b> Snow Hill	<b>State:</b> Maryland <b>Zip:</b> 21863						
<b>Point of Contact:</b> Jessica Sexauer	<b>Phone:</b> 410-632-3648 <b>Fax:</b> 410-632-0065						
<b>Federal Taxpayer ID:</b>	01-0916667						
B. TYPE OF AWARD							
New <input checked="" type="checkbox"/>	Modification <input type="checkbox"/>						
Supplemental <input type="checkbox"/>	Reduction <input type="checkbox"/>						
<table style="width: 100%; border: none;"> <tr> <td style="width: 60%;">STATE FUNDS:</td> <td style="text-align: right; border-bottom: 1px solid black;">\$927,531.00</td> </tr> <tr> <td colspan="2" style="height: 100px;"></td> </tr> <tr> <td style="text-align: right;">TOTAL CHILDREN'S CABINET REQUEST</td> <td style="text-align: right;">\$ <span style="color: red; border-bottom: 3px double black;">927,531.00</span></td> </tr> </table>		STATE FUNDS:	\$927,531.00			TOTAL CHILDREN'S CABINET REQUEST	\$ <span style="color: red; border-bottom: 3px double black;">927,531.00</span>
STATE FUNDS:	\$927,531.00						
TOTAL CHILDREN'S CABINET REQUEST	\$ <span style="color: red; border-bottom: 3px double black;">927,531.00</span>						
D. AFFIRMATION							
<p>The Local Management Board affirms that the information and estimates conveyed in this document (with the exception of the SECTION C above) are true and accurate to the best of its knowledge. The Governor's Office of Crime Prevention, Youth, and Victim Services affirms that the information and estimates conveyed above in SECTION C is true and accurate to the best</p>							

of its knowledge.

Local Management Board Chair

Date

Local Management Board Point of Contact

Date

State Official

Date



BOARD ADMINISTRATION BUDGET AND REVENUE  
Fiscal Year 2023

LMB: Worcester County's Initiative to Preserve Families

DESCRIPTION	Community Partnership Agreement				Budget Narrative
	Children's Cabinet Funds	Non-Children's Cabinet Funds that Directly Support CPA (Cash Match)	Non-Children's Cabinet Funds that Directly Support CPA (In-Kind)	Total	
<b>Budget for Board Administration</b>					
<b>Personnel</b>	147,057.00	0.00	0.00	\$147,057	
Salaries	101,507.00	0.00	0.00	\$101,507	45% Program Administrator III/Director (68064x.45=30628.8+ 447 acting pay for 6 months); 25% Coordinator of Special Program IV (fiscal monitoring/contracting/56281*.25=14070.25) 50% Coordinator Special Programs II (30% special projects, 20% monitoring and evaluation/44435* 4=22217.5); 90% Office Administrator (37937*.9=34143.3)= \$101,507
Fringe Costs	45,550.00	0.00	0.00	\$45,550	Fringe benefits for 45% Director, 25% Coordinator of Special Program IV; 50% Coordinator Special Programs II; 90% Administrative Officer positions. Fringe benefits are based on FICA, Retiree, Health Insurance, Retiree Health Insurance, unemployment, and Workman's Comp. There are some staff that elect to take a family health insurance that their fringe will be more than what they make in salaries. There are some staff that have high salaries but do not elect to take health insurance which would be opposite of the previous example.
<b>Operating Expenses</b>	6,780.00	0.00	0.00	\$6,780	
Communications	2,880.00	0.00	0.00	\$2,880	4 telephone lines at \$60 each for 12 months
Postage	300.00	0.00	0.00	\$300	\$254 annual post office box rental fee; approximately 80 mailings at a rate of \$0.58 per stamp
Utilities	0.00	0.00	0.00	\$0	
Advertising	0.00	0.00	0.00	\$0	
Office Supplies	600.00	0.00	0.00	\$600	Shredder bags @\$29.00x 2 = \$58; Shredder Oil @ \$20.00 x1 = \$20; Smead Note File Jackets @ \$19.50 x 6 = \$117; 2 Pocket Folders @ \$22x 4 = \$88; 8 Pack of Pens @ 20.75 x 4 = \$83; Large Binder Clips @ \$17.50 x 2 = \$35; Office Chairs @ \$199 x 1 = \$199;
Insurance	0.00	0.00	0.00	\$0	
Rent/Mortgage	0.00	0.00	0.00	\$0	
Printing/Duplication	1,200.00	0.00	0.00	\$1,200	Printing lease charges for 12,000 black and white printed pages annually @ \$0.05/page (12,000 x 0.05= \$600) and 3,600 color printed pages annually @ \$0.25/page (3,600 x 0.25= \$900); 300 resource guides at \$1.00 each (300 x \$1.00 = \$300)
Information System	1,800.00	0.00	0.00	\$1,800	Software system maintenance for two laptops @ \$75 each per month
Vehicle Operating (other than insurance)	0.00	0.00	0.00	\$0	
<b>Travel</b>	2,450.00	0.00	0.00	\$2,450	
Business Travel	450.00	0.00	0.00	\$450	Approximately 769 miles reimbursed at \$0.585 per mile
Conferences/Conventions	2,000.00	0.00	0.00	\$2,000	Sponsor 4 trainings at a rate of \$500 each including: School and Child Mental Health at \$500 level, 2 Youth Mental Health First Aid trainings (20 seats per training at \$25per person); 1 Mental Health First Aid training (20 seats at \$25 per person)
<b>Contractual Services</b>	54,136.00	0.00	0.00	\$54,136	
Training	500.00	0.00	0.00	\$500	Leadership training \$300 (1 person @ \$300); excel training \$200 (2 people at \$100 each)
Consultant (other than Legal & Accounting/Auditing)	53,600.00	0.00	0.00	\$53,600	Epidemiologist: 8 hours per week x \$100/hour x 52 weeks= \$41,600 for community needs assessment; IT consultant for website at 10 hours per monthx12 months x \$100/hour= \$12,000. Total: \$53,600
Legal	0.00	0.00	0.00	\$0	
Accounting/Auditing	36.00	0.00	0.00	\$36	Banking fees of \$3 per month
<b>Equipment</b>	2,900.00	0.00	0.00	\$2,900	
Office Equipment/Furniture	2,900.00	0.00	0.00	\$2,900	New computer equipment/laptop \$2,400; 2 new monitors @ \$250 each
<b>Other</b>	24,082.00	0.00	0.00	\$24,082	
Vehicle Purchase and Lease	0.00	0.00	0.00	\$0	
Program Supplies (not included in Board Support)	21,582.00	0.00	0.00	\$21,582	10% Indirect Costs
Professional Dues/Publications/Subscriptions	2,500.00	0.00	0.00	\$2,500	Annual Dues for MALMB Association
Food	0.00	0.00	0.00	\$0	
<b>TOTAL Budget for Board Support</b>	<b>\$237,405</b>	<b>\$0</b>	<b>\$0</b>	<b>\$237,405</b>	
<b>Revenue Sources for Non-Children's Cabinet Funds that Directly Support CPA Operations (Admin):</b>					
County/City Direct Revenue (Cash)		0.00	0.00	0.00	
County/City In-Kind		0.00	0.00	0.00	
Fee for Service		0.00	0.00	0.00	
Other (Enter Source Here)		0.00	0.00	0.00	
Other (Enter Source Here)		0.00	0.00	0.00	
<b>TOTAL Non-Children's Cabinet Revenue that Directly Supports CPA</b>		<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	
<b>CPA/Children's Cabinet FUNDING REQUEST</b>	<b>\$237,405</b>				
<b>TOTAL Revenue-Children's Cabinet + Other Sources Used to Support CPA</b>				<b>\$237,405</b>	

COMMUNITY SUPPORT BUDGET AND REVENUE  
Fiscal Year 2023

LMB: Worcester County's Initiative to Preserve Families

DESCRIPTION	Community Partnership Agreement			Total	Budget Narrative
	Children's Cabinet Funds	Non-Children's Cabinet Funds that Directly Support CPA (Cash Match)	Non-Children's Cabinet Funds that Directly Support CPA (In-Kind)		
<b>Budget for Community Support</b>					
Personnel	0.00	0.00	0.00	\$0	
Salaries	0.00	0.00	0.00	\$0	
Fringe Costs	0.00	0.00	0.00	\$0	
Operating Expenses	0.00	0.00	0.00	\$0	
Communications	0.00	0.00	0.00	\$0	
Postage	0.00	0.00	0.00	\$0	
Utilities	0.00	0.00	0.00	\$0	
Advertising	0.00	0.00	0.00	\$0	
Office Supplies	0.00	0.00	0.00	\$0	
Insurance	0.00	0.00	0.00	\$0	
Rent/Mortgage	0.00	0.00	0.00	\$0	
Printing/Duplication	0.00	0.00	0.00	\$0	
Information System	0.00	0.00	0.00	\$0	
Vehicle Operating (other than Insurance)	0.00	0.00	0.00	\$0	
Travel	0.00	0.00	0.00	\$0	
Business Travel	0.00	0.00	0.00	\$0	
Conferences/Conventions	0.00	0.00	0.00	\$0	
Contractual Services	0.00	0.00	0.00	\$0	
Training	0.00	0.00	0.00	\$0	
Consultant (other than Legal & Accounting/Auditing)	0.00	0.00	0.00	\$0	
Legal	0.00	0.00	0.00	\$0	
Accounting/Auditing	0.00	0.00	0.00	\$0	
Equipment	0.00	0.00	0.00	\$0	
Office Equipment/Furniture	0.00	0.00	0.00	\$0	
Other	0.00	0.00	0.00	\$0	
Vehicle Purchase and Lease	0.00	0.00	0.00	\$0	
Program Supplies (not included in Board Support)	0.00	0.00	0.00	\$0	
Professional Dues/Publications/Subscriptions	0.00	0.00	0.00	\$0	
Food	0.00	0.00	0.00	\$0	
<b>TOTAL Budget for Board Support</b>	\$0	\$0	\$0	\$0	
<b>Revenue Sources for Non-Children's Cabinet Funds that Directly Support CPA Operations (Admin):</b>					
County/City Direct Revenue (Cash)		0.00			
County/City In-Kind			0.00		
Fee for Service		0.00	0.00		
Other (Enter Source Here)		0.00	0.00		
Other (Enter Source Here)		0.00	0.00		
<b>TOTAL Non-Children's Cabinet Revenue that Directly Supports CPA</b>		\$0	\$0		
<b>CPA/Children's Cabinet FUNDING REQUEST</b>	\$0				
<b>TOTAL Revenue-Children's Cabinet + Other Sources Used to Support CPA</b>				\$0	

**SUMMARY OF COMMUNITY PARTNERSHIP AGREEMENT PROGRAMS/STRATEGIES  
Fiscal Year 2023**

LMB: Worcester County's Initiative to Preserve Families

PROGRAM/STRATEGY NAME	Community Partnership Agreement			Total
	Children's Cabinet Funds	Non-Children's Cabinet Funds that Directly Support CPA Operations (Cash)	Non-Children's Cabinet Funds that Directly Support CPA Operations (In-Kind)	
Bridges to Stable Families (Worcester County Health Department)	150,378.00	0.00	0.00	\$150,378
Worcester Connects (Worcester Youth and Family Counseling Services)	150,000.00	0.00	9,600.00	\$159,600
Worcester Navigation (Worcester Youth and Family Counseling Services)	150,000.00	0.00	0.00	\$150,000
Bounce Back (TBD)	150,000.00	0.00	0.00	\$150,000
Poverty Planning (Worcester County Health Department)	36,748.00	0.00	0.00	\$36,748
LCT Coordinator (Worcester County Health Department)	53,000.00	0.00	0.00	\$53,000
0	0.00	0.00	0.00	\$0
0	0.00	0.00	0.00	\$0
0	0.00	0.00	0.00	\$0
0	0.00	0.00	0.00	\$0
0	0.00	0.00	0.00	\$0
0	0.00	0.00	0.00	\$0
0	0.00	0.00	0.00	\$0
0	0.00	0.00	0.00	\$0
0	0.00	0.00	0.00	\$0
0	0.00	0.00	0.00	\$0
0	0.00	0.00	0.00	\$0
0	0.00	0.00	0.00	\$0
0	0.00	0.00	0.00	\$0
0	0.00	0.00	0.00	\$0
0	0.00	0.00	0.00	\$0
0	0.00	0.00	0.00	\$0
0	0.00	0.00	0.00	\$0
0	0.00	0.00	0.00	\$0
0	0.00	0.00	0.00	\$0
0	0.00	0.00	0.00	\$0
0	0.00	0.00	0.00	\$0
0	0.00	0.00	0.00	\$0
0	0.00	0.00	0.00	\$0
0	0.00	0.00	0.00	\$0
0	0.00	0.00	0.00	\$0
0	0.00	0.00	0.00	\$0
0	0.00	0.00	0.00	\$0
0	0.00	0.00	0.00	\$0
0	0.00	0.00	0.00	\$0
0	0.00	0.00	0.00	\$0
0	0.00	0.00	0.00	\$0
0	0.00	0.00	0.00	\$0
0	0.00	0.00	0.00	\$0
<b>Total Program/Strategy Funding Request</b>	<b>\$690,126</b>	<b>\$0</b>	<b>\$9,600</b>	<b>\$699,726</b>

Revenue Sources for Non-Children's Cabinet Funds that Directly Support CPA Operations (Programs Only):				
County/City Direct Revenue (Cash)		0.00		
County/City In-Kind			9,600.00	
Fee for Service		0.00	0.00	
Other (Enter Source Here)		0.00	0.00	
Other (Enter Source Here)		0.00	0.00	
<b>TOTAL Non-Children's Cabinet Revenue that Directly Supports CPA - (Programs Only)</b>		<b>\$0</b>	<b>\$9,600</b>	
<b>CPA/Children's Cabinet FUNDING REQUEST - (Programs Only)</b>	<b>\$690,126</b>			
<b>TOTAL Revenue from Children's Cabinet and Other Sources Used to Support CPA - (Programs Only)</b>			<b>F43 must equal</b>	<b>\$699,726</b>

SCHEDULE OF COMMUNITY PARTNERSHIP AGREEMENT - BUDGET AND REVENUE PROJECTIONS  
Fiscal Year 2023

LMB: Worcester County's Initiative to Preserve Families

DESCRIPTION	Community Partnership Agreement				Budget Narrative
	Children's Cabinet	Non-Children's Cabinet Funds that Directly Support CPA Operations (Cash)	Non-Children's Cabinet Funds that Directly Support CPA Operations (In-Kind)	Total	
<b>Program/Strategy: Bridges to Stable Families (Worcester County Health Department)</b>					
<b>Personnel</b>	127,757.00	0.00	0.00	\$127,757	
Salaries	67,754.00	0.00	0.00	\$67,754	CSP II 13/2 Salary 88% \$46,055*. 88= \$40,528; CSP III 14/8 44% Salary \$56,719*. 44= \$27,225; (\$40,528+ \$27,225=\$67,754)
Fringe Costs	60,003.00	0.00	0.00	\$60,003	\$41,743*. 88= \$36,734; Fringe \$48,477*. 44= \$23,269; (\$36,734+\$23,269) From the Accountant: Fringe benefits are based on on FICA, Retiree, Health Insurance, Retiree Health Insurance, unemployment, and Workman's Comp. There are some staff that elect to take a family health insurance that their fringe will be more than what they make in salaries. There are some staff that have high salaries but do not elect to take health insurance which would be opposite of the previous example. But each person in BB that is their actual fringe so if it comes out to be 75% but it might vary depending on the person's salary and
<b>Operating Expenses</b>	1,908.00	0.00	0.00	\$1,908	
Communications	600.00	0.00	0.00	\$600	\$50/month cell phonewith 2G hot spot for program coordinator x 12: \$600 postage costs for program mailings - \$0.55 for 196 stamps for mailing referral packets, applications, outreach - some would be packets which range from \$0.55 - \$7.35/piece and others would be postcards at \$0.35/piece (\$0.55 x 196)
Postage	108.00	0.00	0.00	\$108	
Utilities	0.00	0.00	0.00	\$0	
Advertising	0.00	0.00	0.00	\$0	
Office Supplies	1,200.00	0.00	0.00	\$1,200	Printing 500 pages per month @ \$0.10 per page in black and white: \$600/year. Printing 50 pages per month in color at \$0.50 per page: \$600/ year. Printing supports Parenting Insideout participant documents, flyers and brochures for advertising, printing for reports
Insurance	0.00	0.00	0.00	\$0	
Rent/Mortgage	0.00	0.00	0.00	\$0	
Printing/Duplication	0.00	0.00	0.00	\$0	
Information System	0.00	0.00	0.00	\$0	
Vehicle Operating (other than Insurance)	0.00	0.00	0.00	\$0	
<b>Travel</b>	196.00	0.00	0.00	\$196	
Business Travel	196.00	0.00	0.00	\$196	335 miles annually at a reimbursement rate of \$0.585 per miles. Travel to and from home visits and to/from office to jail.
Conferences/Conventions	0.00	0.00	0.00	\$0	
<b>Contractual Services</b>	0.00	0.00	0.00	\$0	
Training	0.00	0.00	0.00	\$0	
Consultant (other than Legal & Accounting/Auditing)	0.00	0.00	0.00	\$0	
Legal	0.00	0.00	0.00	\$0	
Accounting/Auditing	0.00	0.00	0.00	\$0	
<b>Equipment</b>	0.00	0.00	0.00	\$0	
Office Equipment/Furniture	0.00	0.00	0.00	\$0	
<b>Other</b>	20,517.00	0.00	0.00	\$20,517	
Vehicle purchase and lease	0.00	0.00	0.00	\$0	
Program Supplies	0.00	0.00	0.00	\$0	
Professional Dues/Publications/Subscriptions	14,717.00	0.00	0.00	\$14,717	10% Indirect Cost
Food	0.00	0.00	0.00	\$0	
Other (customer transportation)	1,800.00	0.00	0.00	\$1,800	\$3 bus ticket x 600 tickets=\$1800 to support 15 parental program participants with transportation for one week.
Other (vocational training/higher education)	4,000.00	0.00	0.00	\$4,000	Funds to support incarcerated individuals, post-release, in pursuing job readiness training, job certifications and education support through the local community college. Proposing 4 people at \$1,000 each.
<b>TOTAL budget for Bridges to Stable Families (Worcester County Health Department)</b>	<b>\$150,378</b>	<b>\$0</b>	<b>\$0</b>	<b>\$150,378</b>	
<b>Revenue Sources for Non-Children's Cabinet Funds that Directly Support CPA Operations:</b>					
County/City Direct Revenue (Cash)		0.00			
County/City In-Kind			0.00		
Fee for Service		0.00	0.00		
Other (Enter Source Here)		0.00	0.00		
Other (Enter Source Here)		0.00	0.00		
<b>TOTAL Non-Children's Cabinet Revenue that Directly Supports CPA</b>		<b>\$0</b>	<b>\$0</b>		
<b>CPA/Children's Cabinet FUNDING REQUEST</b>	<b>\$150,378</b>				
<b>TOTAL Revenue from Children's Cabinet and Other Sources Used to Support CPA</b>				<b>\$150,378</b>	

SCHEDULE OF COMMUNITY PARTNERSHIP AGREEMENT - BUDGET AND REVENUE PROJECTIONS  
Fiscal Year 2023

LMB: Worcester County's Initiative to Preserve Families

DESCRIPTION	Community Partnership Agreement				Budget Narrative
	Children's Cabinet	Non-Children's Cabinet Funds that Directly Support CPA Operations (Cash)	Non-Children's Cabinet Funds that Directly Support CPA Operations (In-Kind)	Total	
<b>Program/Strategy: Worcester Connects (Worcester Youth and Family Counseling Services)</b>					
<b>Personnel</b>	123,516.00	0.00	0.00	\$123,516	
Salaries	98,950.00	0.00	0.00	\$98,950	Executive Director @ 87500x.25 = 21875; Program Manager @46,000 x .90= 41400;Program Assistant @31500x.45=14175;Communications Specialist @35,000x.25 = 8750; Accountant @ 51000 x .25 =12750. (21875 + 41400 + 9450 + 8750 + 12750 = 98950.00
Fringe Costs	24,566.00	0.00	0.00	\$24,566	\$24566 is less than 25% of \$98950. 98950 x .25 = 24737.50
<b>Operating Expenses</b>	21,484.00	0.00	9,600.00	\$31,084	
Communications	1,275.00	0.00	0.00	\$1,275	Phone and Internet cost \$5100 per year. 5100.00 x .25 = 1275
Postage	232.00	0.00	0.00	\$232	400 mailers @ .58 stamps equals \$232.00
Utilities	1,640.00	0.00	0.00	\$1,640	Total utilities are \$6560 per year. 6560.00 x .25 = 1640.00
Advertising	500.00	0.00	0.00	\$500	Radio advertising @ \$300.00 and newspaper @ \$200.00 = 500.00
Office Supplies	100.00	0.00	0.00	\$100	Three cases of paper for \$100 from Staples for this program.
Insurance	2,650.00	0.00	0.00	\$2,650	non-vehicle insurance cost is 10600.00 x .25 = \$2650.00
Rent/Mortgage	9,600.00	0.00	9,600.00	\$19,200	Facility Rent is 76,800 a year. 25% is \$19,200.00 WYFCS will pay half for this project in FY23
Printing/Duplication	987.00	0.00	0.00	\$987	Copier cost is \$3948 x .25 = 987.00
Information System	4,500.00	0.00	0.00	\$4,500	Computers/Software Maint. Is \$18000 x .25 = \$4500.00
Vehicle Operating (other than Insurance)	0.00	0.00	0.00	\$0	
<b>Travel</b>	0.00	0.00	0.00	\$0	
Business Travel	0.00	0.00	0.00	\$0	
Conferences/Conventions	0.00	0.00	0.00	\$0	
<b>Contractual Services</b>	2,250.00	0.00	0.00	\$2,250	
Training	0.00	0.00	0.00	\$0	
Consultant (other than Legal & Accounting/Auditing)	0.00	0.00	0.00	\$0	
Legal	0.00	0.00	0.00	\$0	
Accounting/Auditing	2,250.00	0.00	0.00	\$2,250	Outside audit is \$9000 per year. 9000.00 x .25 = \$2250.00
<b>Equipment</b>	0.00	0.00	0.00	\$0	
Office Equipment/Furniture	0.00	0.00	0.00	\$0	
<b>Other</b>	2,750.00	0.00	0.00	\$2,750	
Vehicle purchase and lease	0.00	0.00	0.00	\$0	
Program Supplies	1,250.00	0.00	0.00	\$1,250	Art League fee of \$50 x 25 participants equals \$1250.00
Professional Dues/Publications/Subscriptions	0.00	0.00	0.00	\$0	
Food	1,500.00	0.00	0.00	\$1,500	12 events for mentors @ \$125 equals \$1500.00
Other (specify)	0.00	0.00	0.00	\$0	
Other (specify)	0.00	0.00	0.00	\$0	
<b>TOTAL budget for Worcester Connects (Worcester Youth and Family Counseling Services)</b>	<b>\$150,000</b>	<b>\$0</b>	<b>\$9,600</b>	<b>\$159,600</b>	
<b>Revenue Sources for Non-Children's Cabinet Funds that Directly Support CPA Operations:</b>					
County/City Direct Revenue (Cash)		0.00	0.00		
County/City In-Kind		0.00	9,600.00		
Fee for Service		0.00	0.00		
Other (Enter Source Here)		0.00	0.00		
Other (Enter Source Here)		0.00	0.00		
<b>TOTAL Non-Children's Cabinet Revenue that Directly Supports CPA</b>		<b>\$0</b>	<b>\$9,600</b>		
<b>CPA/Children's Cabinet FUNDING REQUEST</b>	<b>\$150,000</b>				
<b>TOTAL Revenue from Children's Cabinet and Other Sources Used to Support CPA</b>				<b>\$159,600</b>	

SCHEDULE OF COMMUNITY PARTNERSHIP AGREEMENT - BUDGET AND REVENUE PROJECTIONS  
Fiscal Year 2023

LMB: Worcester County's Initiative to Preserve Families

DESCRIPTION	Community Partnership Agreement				Budget Narrative
	Children's Cabinet	Non-Children's Cabinet Funds that Directly Support CPA Operations (Cash)	Non-Children's Cabinet Funds that Directly Support CPA Operations (In-Kind)	Total	
<b>Program/Strategy: Worcester Navigation (Worcester Youth and Family Counseling Services)</b>					
<b>Personnel</b>	116,936.00	0.00	0.00	\$116,936	
Salaries	93,550.00	0.00	0.00	\$93,550	Executive Director @ 87500x.25 = 21875; Program Manager @ 40,000 x .90= 36000;Program Assistant @ 31500x.45=14175;Communications Specialist @35,000x.25 = 8750; Accountant @ 51000 x .25 =12750. (21875 + 36000 + 14175 + 8750 + 12750 = 93550.00
Fringe Costs	23,386.00	0.00	0.00	\$23,386	93550 x .25 = 23386
<b>Operating Expenses</b>	30,814.00	0.00	0.00	\$30,814	
Communications	1,275.00	0.00	0.00	\$1,275	Phone and Internet cost \$5100 per year. 5100.00 x .25 = 1275
Postage	232.00	0.00	0.00	\$232	400 mailers @ .58 stamps equals \$232.00
Utilities	1,640.00	0.00	0.00	\$1,640	Total utilities are \$6560 per year. 6560.00 x .25 = 1640.00
Advertising	200.00	0.00	0.00	\$200	newspaper ads @ \$200.00
Office Supplies	130.00	0.00	0.00	\$130	Four cases of paper for \$130 from Staples for this program.
Insurance	2,650.00	0.00	0.00	\$2,650	non-vehicle insurance cost is 10600.00 x .25 = \$2650.00
Rent/Mortgage	19,200.00	0.00	0.00	\$19,200	Facility Rent is 76,800 a year. One quarter is \$19200.00
Printing/Duplication	987.00	0.00	0.00	\$987	Copier cost is \$3948 x .25 = 987.00
Information System	4,500.00	0.00	0.00	\$4,500	Computers/Software Maint. Is \$18000 x .25 = \$4500.00
Vehicle Operating (other than Insurance)	0.00	0.00	0.00	\$0	
<b>Travel</b>	0.00	0.00	0.00	\$0	
Business Travel	0.00	0.00	0.00	\$0	
Conferences/Conventions	0.00	0.00	0.00	\$0	
<b>Contractual Services</b>	2,250.00	0.00	0.00	\$2,250	
Training	0.00	0.00	0.00	\$0	
Consultant (other than Legal & Accounting/Auditing)	0.00	0.00	0.00	\$0	
Legal	0.00	0.00	0.00	\$0	
Accounting/Auditing	2,250.00	0.00	0.00	\$2,250	Outside audit is \$9000 per year. 9000.00 x .25 = \$2250.00
<b>Equipment</b>	0.00	0.00	0.00	\$0	
Office Equipment/Furniture	0.00	0.00	0.00	\$0	
<b>Other</b>	0.00	0.00	0.00	\$0	
Vehicle purchase and lease	0.00	0.00	0.00	\$0	
Program Supplies	0.00	0.00	0.00	\$0	
Professional Dues/Publications/Subscriptions	0.00	0.00	0.00	\$0	
Food	0.00	0.00	0.00	\$0	
Other (specify)	0.00	0.00	0.00	\$0	
Other (specify)	0.00	0.00	0.00	\$0	
<b>TOTAL budget for Worcester Navigation (Worcester Youth and Family Counseling Services)</b>	<b>\$150,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$150,000</b>	
<b>Revenue Sources for Non-Children's Cabinet Funds that Directly Support CPA Operations:</b>					
County/City Direct Revenue (Cash)		0.00			
County/City In-Kind			0.00		
Fee for Service			0.00		
Other (Enter Source Here)			0.00		
Other (Enter Source Here)			0.00		
<b>TOTAL Non-Children's Cabinet Revenue that Directly Supports CPA</b>		<b>\$0</b>	<b>\$0</b>		
<b>CPA/Children's Cabinet FUNDING REQUEST</b>	<b>\$150,000</b>				
<b>TOTAL Revenue from Children's Cabinet and Other Sources Used to Support CPA</b>				<b>\$150,000</b>	

SCHEDULE OF COMMUNITY PARTNERSHIP AGREEMENT - BUDGET AND REVENUE PROJECTIONS  
Fiscal Year 2023

LMB: Worcester County's Initiative to Preserve Families

DESCRIPTION	Community Partnership Agreement			Total	Budget Narrative For each Column C line item where funding is proposed, enter below the calculations that show how the expense was derived. No entries are required for shaded lines.
	Children's Cabinet	Non-Children's Cabinet Funds that Directly Support CPA Operations (Cash)	Non-Children's Cabinet Funds that Directly Support CPA Operations (In-Kind)		
<b>Program/Strategy: Bounce Back (TBD)</b>					
<b>Personnel</b>	103,359.00	0.00	0.00	\$103,359	
Salaries	71,110.00	0.00	0.00	\$71,110	3,000 hours at a rate of \$23.70/ hour. (3 social workers each to provide 1,000 hours to implement bounce back).
Fringe Costs	32,249.00	0.00	0.00	\$32,249	Fringe benefits for 3000 hours of a social worker I based on single health insurance plan (based on 3 part time positions).
<b>Operating Expenses</b>	2,160.00	0.00	0.00	\$2,160	
Communications	2,160.00	0.00	0.00	\$2,160	3 Telephone lines @ \$60 per month each
Postage	0.00	0.00	0.00	\$0	
Utilities	0.00	0.00	0.00	\$0	
Advertising	0.00	0.00	0.00	\$0	
Office Supplies	0.00	0.00	0.00	\$0	
Insurance	0.00	0.00	0.00	\$0	
Rent/Mortgage	0.00	0.00	0.00	\$0	
Printing/Duplication	0.00	0.00	0.00	\$0	
Information System	0.00	0.00	0.00	\$0	
Vehicle Operating (other than Insurance)	0.00	0.00	0.00	\$0	
<b>Travel</b>	0.00	0.00	0.00	\$0	
Business Travel	0.00	0.00	0.00	\$0	
Conferences/Conventions	0.00	0.00	0.00	\$0	
<b>Contractual Services</b>	20,460.00	0.00	0.00	\$20,460	
Training	20,460.00	0.00	0.00	\$20,460	2 day CBITS training @ \$5,000; 1 day bounce back @ \$2,500 (up to 15 participants); training participation for additional clinical staff at a rate of \$48/hour not to exceed 10 people
Consultant (other than Legal & Accounting/Auditing)	0.00	0.00	0.00	\$0	
Legal	0.00	0.00	0.00	\$0	
Accounting/Auditing	0.00	0.00	0.00	\$0	
<b>Equipment</b>	5,000.00	0.00	0.00	\$5,000	
Office Equipment/Furniture	5,000.00	0.00	0.00	\$5,000	2x HP notebook laptops and docking station at \$2,500 each
<b>Other</b>	19,021.00	0.00	0.00	\$19,021	
Vehicle purchase and lease	0.00	0.00	0.00	\$0	
Program Supplies	4,917.00	0.00	0.00	\$4,917	\$13.29x4=\$53.16; 15-50 piece fidget sets \$29.95x15=\$449.25; Coloring markers 12pk \$26.37x3=79.11; 24 pack crayons 12pk \$18.86*6=111.60; 4,000 sheets of 20lb paper \$70.29; 24pk pens \$12.39x15=\$185.85; 6pack desk caddy \$35.10x15=\$526.50; 100 ct. scissors \$38.99; 30 glue sticks \$8.27*2=\$16.54; 50 pack 1oz play doh \$19.95*2=\$39.90; 50 ct. therapy dough \$14.95x50=\$749.95; Laminating pouches ct. 220 \$23.77*3=\$71.31; 150 count index cards \$8.95x15=\$134.25; Spot feelings book set \$53.99x15=\$809.85. Bowling
Professional Dues/Publications/Subscriptions	0.00	0.00	0.00	\$0	
Food	468.00	0.00	0.00	\$468	snacks for youth participants (7 per group x 10 group sessions= 70 x4 groups= 280 snacks)
Other (10% Indirect)	13,636.00	0.00	0.00	\$13,636	\$300 snacks (Goldfish; pretzles; water for 280 sessions). End of year family night \$168 pizza, 10% Indirect Costs
Other (specify)	0.00	0.00	0.00	\$0	
<b>TOTAL budget for Bounce Back (TBD)</b>	\$150,000	\$0	\$0	\$150,000	
<b>Revenue Sources for Non-Children's Cabinet Funds that Directly Support CPA Operations:</b>					
County/City Direct Revenue (Cash)		0.00			
County/City In-Kind			0.00		
Fee for Service			0.00		
Other (Enter Source Here)			0.00		
Other (Enter Source Here)			0.00		
<b>TOTAL Non-Children's Cabinet Revenue that Directly Supports CPA</b>		\$0	\$0		
<b>CPA/Children's Cabinet FUNDING REQUEST</b>	\$150,000				
<b>TOTAL Revenue from Children's Cabinet and Other Sources Used to Support CPA</b>				\$150,000	

SCHEDULE OF COMMUNITY PARTNERSHIP AGREEMENT - BUDGET AND REVENUE PROJECTIONS  
Fiscal Year 2023

LMB: Worcester County's Initiative to Preserve Families

DESCRIPTION	Community Partnership Agreement				Budget Narrative
	Children's Cabinet	Non-Children's Cabinet Funds that Directly Support CPA Operations (Cash)	Non-Children's Cabinet Funds that Directly Support CPA Operations (In-Kind)	Total	
<b>Program/Strategy: Poverty Planning (Worcester County Health Department)</b>					
<b>Personnel</b>	0.00	0.00	0.00	\$0	
Salaries	0.00	0.00	0.00	\$0	
Fringe Costs	0.00	0.00	0.00	\$0	
<b>Operating Expenses</b>	0.00	0.00	0.00	\$0	
Communications	0.00	0.00	0.00	\$0	
Postage	0.00	0.00	0.00	\$0	
Utilities	0.00	0.00	0.00	\$0	
Advertising	0.00	0.00	0.00	\$0	
Office Supplies	0.00	0.00	0.00	\$0	
Insurance	0.00	0.00	0.00	\$0	
Rent/Mortgage	0.00	0.00	0.00	\$0	
Printing/Duplication	0.00	0.00	0.00	\$0	
Information System	0.00	0.00	0.00	\$0	
Vehicle Operating (other than Insurance)	0.00	0.00	0.00	\$0	
<b>Travel</b>	18,000.00	0.00	0.00	\$18,000	
Business Travel	0.00	0.00	0.00	\$0	
Conferences/Conventions	18,000.00	0.00	0.00	\$18,000	Bridges to sustainable communities virtual training \$9,000 for 2 days; Just Getting ahead virtual training \$9,000 for 2 days
<b>Contractual Services</b>	14,560.00	0.00	0.00	\$14,560	
Training	0.00	0.00	0.00	\$0	
Consultant (other than Legal & Accounting/Auditing)	14,560.00	0.00	0.00	\$14,560	8 hours per week of consultant time @ \$35/hourx 52 weeks= \$14,560
Legal	0.00	0.00	0.00	\$0	
Accounting/Auditing	0.00	0.00	0.00	\$0	
<b>Equipment</b>	0.00	0.00	0.00	\$0	
Office Equipment/Furniture	0.00	0.00	0.00	\$0	
<b>Other</b>	4,188.00	0.00	0.00	\$4,188	
Vehicle purchase and lease	0.00	0.00	0.00	\$0	
Program Supplies	850.00	0.00	0.00	\$850	Books and material to enhance poverty trainings at \$25 per book for approximately 34
Professional Dues/Publications/Subscriptions	0.00	0.00	0.00	\$0	
Food	0.00	0.00	0.00	\$0	
Other (Indirect)	3,338.00	0.00	0.00	\$3,338	10% Indirect
Other (specify)	0.00	0.00	0.00	\$0	
<b>TOTAL budget for Poverty Planning (Worcester County Health Department)</b>	<b>\$36,748</b>	<b>\$0</b>	<b>\$0</b>	<b>\$36,748</b>	
<b>Revenue Sources for Non-Children's Cabinet Funds that Directly Support CPA Operations:</b>					
County/City Direct Revenue (Cash)		0.00			
County/City In-Kind			0.00		
Fee for Service		0.00	0.00		
Other (Enter Source Here)		0.00	0.00		
Other (Enter Source Here)		0.00	0.00		
<b>TOTAL Non-Children's Cabinet Revenue that Directly Supports CPA</b>		<b>\$0</b>	<b>\$0</b>		
<b>CPA/Children's Cabinet FUNDING REQUEST</b>	<b>\$36,748</b>				
<b>TOTAL Revenue from Children's Cabinet and Other Sources Used to Support CPA</b>				<b>\$36,748</b>	



SCHEDULE OF COMMUNITY PARTNERSHIP AGREEMENT - BUDGET AND REVENUE PROJECTIONS  
Fiscal Year 2023

LMB: Worcester County's Initiative to Preserve Families

DESCRIPTION	Community Partnership Agreement				Budget Narrative
	Children's Cabinet	Non-Children's Cabinet Funds that Directly Support CPA Operations (Cash)	Non-Children's Cabinet Funds that Directly Support CPA Operations (In-Kind)	Total	
<b>Program/Strategy: LCT Coordinator (Worcester County Health Department)</b>					
Personnel	52,216.00	0.00	0.00	\$52,216	
Salaries	33,326.00	0.00	0.00	\$33,326	CSP II 13/2 Salary 75% \$44,435*.75= \$33,326
Fringe Costs	18,890.00	0.00	0.00	\$18,890	75% Fringe benefits of CSP, II. Fringe benefits are based on FICA, Retiree, Health Insurance, Retiree Health Insurance, unemployment, and Workman's Comp. Cost is based on actual fringe as of 3/23/2022.
<b>Operating Expenses</b>	0.00	0.00	0.00	\$0	
Communications	0.00	0.00	0.00	\$0	
Postage	0.00	0.00	0.00	\$0	
Utilities	0.00	0.00	0.00	\$0	
Advertising	0.00	0.00	0.00	\$0	
Office Supplies	0.00	0.00	0.00	\$0	
Insurance	0.00	0.00	0.00	\$0	
Rent/Mortgage	0.00	0.00	0.00	\$0	
Printing/Duplication	0.00	0.00	0.00	\$0	
Information System	0.00	0.00	0.00	\$0	
Vehicle Operating (other than Insurance)	0.00	0.00	0.00	\$0	
<b>Travel</b>	0.00	0.00	0.00	\$0	
Business Travel	0.00	0.00	0.00	\$0	
Conferences/Conventions	0.00	0.00	0.00	\$0	
<b>Contractual Services</b>	0.00	0.00	0.00	\$0	
Training	0.00	0.00	0.00	\$0	
Consultant (other than Legal & Accounting/Auditing)	0.00	0.00	0.00	\$0	
Legal	0.00	0.00	0.00	\$0	
Accounting/Auditing	0.00	0.00	0.00	\$0	
<b>Equipment</b>	0.00	0.00	0.00	\$0	
Office Equipment/Furniture	0.00	0.00	0.00	\$0	
<b>Other</b>	784.00	0.00	0.00	\$784	
Vehicle purchase and lease	0.00	0.00	0.00	\$0	
Program Supplies	0.00	0.00	0.00	\$0	
Professional Dues/Publications/Subscriptions	0.00	0.00	0.00	\$0	
Food	0.00	0.00	0.00	\$0	
Other (indirect)	784.00	0.00	0.00	\$784	Indirect Costs. 1.47%
Other (specify)	0.00	0.00	0.00	\$0	
<b>TOTAL budget for LCT Coordinator (Worcester County Health Department)</b>	<b>\$53,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$53,000</b>	
<b>Revenue Sources for Non-Children's Cabinet Funds that Directly Support CPA Operations:</b>					
County/City Direct Revenue (Cash)		0.00			
County/City In-Kind			0.00		
Fee for Service		0.00	0.00		
Other (Enter Source Here)		0.00	0.00		
Other (Enter Source Here)		0.00	0.00		
<b>TOTAL Non-Children's Cabinet Revenue that Directly Supports CPA</b>		<b>\$0</b>	<b>\$0</b>		
<b>CPA/Children's Cabinet FUNDING REQUEST</b>	<b>\$53,000</b>				
<b>TOTAL Revenue from Children's Cabinet and Other Sources Used to Support CPA</b>				<b>\$53,000</b>	



Worcester County Recreation & Parks  
6030 Public Landing Road | Snow Hill MD 21863 | (410) 632-2144 | [www.PlayMarylandsCoast.org](http://www.PlayMarylandsCoast.org)

**MEMORANDUM**

TO: Weston S. Young, Chief Administrative Officer  
FROM: Kelly Rados, Director of Recreation & Parks  
DATE: October 11, 2022  
SUBJECT: Request to donate track equipment

---

Our Department is requesting permission to donate our current pole vault pit to Stephen Decatur High School. This includes seven connected mats, along with a cover mat, measuring approximately 20’L x 21’W x 32”H. These mats are over 15 years old and hold no monetary value.

The Stephen Decatur Track Coach has expressed interest in these mats. Instead of throwing them away, we would like to donate them to the school. Previously when we replaced the high jump pit, the old high jump pit mats were donated to the Pocomoke High School Track team.

A new pole vault system was included within our FY23 Capital Equipment. Prior to purchasing the new equipment we need to get rid of the current mats in order to have enough storage space for the new equipment. High School Track meets begin in December. We want to make sure we allow enough time for delivery in order to get the equipment in time for the season.

The Worcester County Recreation Center has hosted High School track meets since 2006. Typically, 7 track meets are held per year, with an average of 18-24 teams in attendance. Over the last 5 years we have worked to replace the track equipment. We have spread these expenses over the last five budgets, FY19 – FY23. The pole vault system will be the last major piece of equipment to be replaced.

cc: Lisa Gebhardt, Recreation Facility Superintendent  
Ben Kirk, Recreation Superintendent



Worcester County Government

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

(410) 632-1194 | (410) 632-3131 (fax) | [admin@co.worcester.md.us](mailto:admin@co.worcester.md.us) | [www.co.worcester.md.us](http://www.co.worcester.md.us)

**MEMORANDUM**

TO: Worcester County Commissioners  
FROM: Nicholas W. Rice, Procurement Officer  
DATE: October 18, 2022  
RE: Request to Bid - Langmaid Dirt Hauling

---

Attached for your review and approval are bid documents for dirt hauling services from the county pit on Langmaid Road to the Central Site Landfill. Once the Commissioners have had the opportunity to review these documents, it is requested that authorization be provided to solicit bids for these services.

Funding in the amount of \$350,000 for these services was approved in the current FY23 operating budget in account 680.7002.6550.020, Public Works Solid Waste Building Site Expenses Buildings and Grounds Maintenance.

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



## **ADVERTISEMENT**

### **Bid Solicitation – Langmaid Dirt Hauling**

Worcester County is seeking Bids from qualified Vendors to contract for dirt hauling services for the Worcester County Central Site Landfill in conformity with the requirements contained herein Bid Documents.

Bid Documents for the above referenced project may be obtained from the Worcester County Commissioner's Office by either e-mailing the Procurement Officer, Nicholas Rice, at [nrice@co.worcester.md.us](mailto:nrice@co.worcester.md.us) or by calling 410-632-1194 during normal business hours, or via the County's Bids page on the County's [website](#). Vendors are responsible for checking this website for addenda prior to submitting their bids. Worcester County is not responsible for the content of any Bid Document received through any third party bid service. It is the sole responsibility of the vendor to ensure the completeness and accuracy of their Completed Bid Documents.

The last day for questions will be noon on Wednesday, November 2, 2022. Sealed Bid Documents are due no later than 2:30pm on Wednesday, November 9, 2022 and will be opened and read aloud in the Office of the County Commissioners, Worcester County Government Center – Room 1103, One West Market Street, Snow Hill, Maryland 21863.

Late Bid Documents will not be accepted.

Minority vendors are encouraged to compete for award of the solicitation.

Nicholas W. Rice, CPPO, CPPB, NIGP-CPP  
Procurement Officer  
Worcester County, Maryland

**Worcester County Administration  
1 West Market Street, Room 1103  
Snow Hill, Maryland 21863**



**INVITATION FOR BID**

**PROJECT:** Langmaid Road Dirt Hauling

**DEPARTMENT:** Public Works

**VENDOR:**

**NAME:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_  
\_\_\_\_\_

**BID OPENING:**

**DATE:** Wednesday, November 9, 2022

**TIME:** 2:30 PM

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## SECTION I: INTRODUCTION

### A. PURPOSE

1. The purpose of this Invitation for Bid Document is for Worcester County (“County”) to contract for dirt hauling services for the Worcester County Central Site Landfill in conformity with the requirements contained herein (“Bid Document(s”).

### B. CLARIFICATION OF TERMS

1. Firms or individuals that submit a bid for award of a contract (“Contract”) are referred to as vendors (“Vendors”) in this document. The Vendor that is awarded the Contract is herein referred to as the (“Successful Vendor”).

### C. QUESTIONS AND INQUIRES

1. Questions must be addressed in writing to the Worcester County Procurement Officer at [nrice@co.worcester.md.us](mailto:nrice@co.worcester.md.us).
2. The last date to submit questions for clarification will be noon on Wednesday, November 2, 2022.
3. Addenda are posted on the County website at <https://www.co.worcester.md.us/> under County Info: Bid Board: at <https://www.co.worcester.md.us/commissioners/bids> at least five calendar days before bid opening.
4. It is the Vendors responsibly to make sure all addenda are acknowledged in their bid. Failure to do so could result in the bid being disqualified.

### D. FILLING OUT BID DOCUMENTS

1. Use only forms supplied by the County.
2. One unbound original and two bound copies of the bid form and any required attachments must be submitted in the solicitation and can be submitted in the same envelope unless otherwise instructed.
3. Bid Documents should be complied as follows: (1) Cover letter, (2) Form of Bid, (3) References, (4) Exceptions Document and Signed addenda, if necessary (5) Individual Principal Document, (6) Vendor’s Affidavit of Qualification to Bid, and (7) Non-Collusive Affidavit
4. Where so indicated by the make-up of the Bid Documents, sums will be expressed in both words and figures, and in the case of a discrepancy between the two, the amount written in words will govern. In the event there is a discrepancy between the unit price and the extended totals, the unit prices will govern.
5. Any interlineation, alteration, or erasure will be initialed by the signer of the Bid Documents.
6. Each copy of the Bid Documents will be signed by the person(s) legally authorized to bind the Vendor to a contract, using the legal name of the signer. Bid Documents submitted by an agent will have a current Power of Attorney attached certifying the agent’s authority to bind the Vendor.
7. Vendor will supply all information and submittals required by the Bid Documents to constitute a proper and responsible completed Bid Document package.
8. Any ambiguity in the Bid Documents as a result of omission, error, lack of clarity or non-compliance by the Vendor with specifications, instructions, and/or all conditions of bidding will be construed in the light most favorable to the County.

### E. SUBMISSION OF BID DOCUMENTS

1. All copies of the Bid Documents and any other documents required to be submitted with the Bid Documents will be enclosed in a sealed envelope. The envelope will be addressed to the



Worcester County Commissioners and will be identified with the project name: **LANGMAID ROAD DIRT HAULING** and the Vendor's name and address. If the Bid Documents are sent by mail, the sealed envelope will be enclosed in a separate mailing envelope with the notation "SEALED BID DOCUMENTS ENCLOSED" on the face thereof.

2. Bids must be mailed or hand carried to the **Worcester County Administration Office, 1 West Market Street, Room 1103, Snow Hill, MD 21863**, in order to be received **prior** to the announced bid deadline. *Bids received after said time or delivered to the wrong location will be returned to the Vendor unopened.*
3. **Bids are due and will be opened at the time listed on the front of this Bid Document.**
4. If you are delivering a bid in person please keep in mind to allow time to get through security and into the Administration Office. It is fully the responsibility of the Vendor to ensure that the bid is received on time.
5. The County will not speculate as to reasonableness of the postmark, nor comment on the apparent failure of a public carrier to have made prompt delivery of the bid.
6. Vendors, or their authorized agents, are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting Bid Documents; failure to do so will be at the Vendor's own risk.
7. A fully executed Affidavit of Qualification to Bid will be attached to each Bid Document.
8. Minority vendors are encouraged to participate.
9. All Vendor submitted Bid Documents will be valid for a minimum of sixty days from the date of Bid Document opening.
10. Electronically mailed bids are **not** considered sealed bids and will **not** be accepted.

#### F. **OPENING OF BIDS**

1. Bid Documents received on time will be opened publicly and Vendor's names and total costs will be read aloud for the record.
2. The Contract will be awarded or all Bid Documents will be rejected within sixty days from the date of the Bid Document opening.

#### G. **ACCEPTANCE OR REJECTION OF BIDS**

1. Unless otherwise specified, the Contract will be awarded to the most responsible and responsive Vendor complying with the provisions of the Bid Documents, provided the bid does not exceed the funds available, and it is in the best interest of the County to accept it. The County reserves the right to reject the Bid Documents of any Vendor who has previously failed to perform properly in any way or complete on time contracts of a similar nature; or a Bid Document from a Vendor who, investigation shows, is not in a position to perform the Contract; or Bid Documents from any person, firm, or corporation which is in arrears or in default to the County for any debt or contract.
2. Completed Bid Documents from Vendors debarred from doing business with the State of Maryland or the Federal Government will not be accepted.
3. In determining a Vendor's responsibility, the County may consider the following qualifications, in addition to price:
  - a. Ability, capacity, and skill to provide the commodities or services required within the specified time, including future maintenance and service, and including current financial statement or other evidence of pecuniary resources and necessary facilities.
  - b. Character, integrity, reputation, experience and efficiency.

- c. Quality of past performance on previous or existing contracts, including a list of current and past contracts and other evidence of performance ability.
  - d. Previous and existing compliance with laws and ordinances relating to contracts with the County and to the Vendor's employment practices.
  - e. Evidence of adequate insurance to comply with Contract terms and conditions.
  - f. Statement of current work load and capacity to perform/provide the Goods and/or Services.
  - g. Explanation of methods to be used in fulfilling the Contract.
  - h. The Vendor, if requested, will be prepared to supply evidence of its qualifications, listed above, and its capacity to provide/perform the Goods and/or Services; such evidence to be supplied within a specified time and to the satisfaction of the County.
4. In determining a Vendor's responsiveness, the County will consider whether the Bid Document conforms in all material respects to the Bid Documents. The County reserves the right to waive any irregularities that may be in its best interest to do so.
  5. The County will have the right to reject any and all Bid Documents, where applicable to accept in whole or in part, to add or delete quantities, to waive any informalities or irregularities in the Bid Document received, to reject a Bid Document not accompanied by required Bid security or other data required by the Bid Documents, and to accept or reject any Bid Document which deviates from specifications when in the best interest of the County. Irrespective of any of the foregoing, the County will have the right to award the Contract in its own best interests.

#### H. QUALIFICATIONS

1. The Vendor must be in compliance with the laws regarding conducting business in the State of Maryland.

All Vendors shall provide a copy Certificate of Status from the Maryland Department of Assessments and Taxation, evidencing the Vendor is in good standing with the State of Maryland. See [https://sdatcert1.resiusa.org/certificate\\_net/](https://sdatcert1.resiusa.org/certificate_net/) for information on obtaining the Certificate of Status. *Certificates of status are not available for trade names, name reservations, government agencies, sole proprietorships, and some other accounts as these are not legal entities and thus are not required for these categories of Vendors.* For more information on the Certificate of Status please see <http://www.dat.state.md.us/sdatweb/COSinfo.html> .

2. Worcester County reserves the right, at its sole discretion, to extend the date this documentation must be provided. The Vendor's inability to provide this documentation could result in the bid being rejected.

#### I. DESCRIPTIVE LITERATURE

1. The proposed descriptive literature fully describing the product bid is what is intended to be included as the price. Failure to do so may be cause for rejection of the bid.
2. Any items, systems or devices supplied in this bid that are proprietary in nature relative to maintenance, repair, servicing or updating must be disclosed on the bid form.

#### J. NOTICE TO VENDORS

1. Before a Vendor submits the Bid Documents it will need to become fully informed as to the extent and character of the Goods and/or Services required and are expected to completely familiarize themselves with the requirements of this Bid Document's specifications. Failure to do so will not relieve the Vendor of the responsibility to fully perform in accordance therewith. No consideration will be granted for any alleged misunderstanding of the material to be furnished or

the Services to be performed, it being understood that the submission of a Bid Document is an agreement with all of the items and conditions referred to herein.

**K. PIGGYBACKING**

1. Worcester County may authorize, upon request, any governmental entity (hereafter Authorized User) within the County to purchase items under the contract awarded pursuant to this bid solicitation.
2. All purchase orders issued against the contract by an authorized User shall be honored by the Successful Vendor in accordance with all terms and conditions of this contract.
3. The issuance of a purchase order by an Authorized User pursuant to this provision shall constitute an express assumption of all contractual obligations, covenants, conditions and terms of the contract. A breach of the contract by any particular Authorized User shall neither constitute nor be deemed a breach of the contract as a whole which shall remain in full force and effect, and shall not affect the validity of the contract nor the obligations of the Successful Vendor thereunder respecting the County.
4. The County specifically and expressly disclaims any and all liability for any breach by an Authorized User other than the County and each such Authorized User and Successful Vendor guarantee to save the County, its officers, agents and employees harmless from any liability that may be or is imposed by the Authorized User's failure to perform in accordance with its obligations under the contract.

**END OF SECTION**

**SECTION II: GENERAL INFORMATION****A. ECONOMY OF BID**

1. Bid Documents will be prepared simply and economically, providing straightforward and concise description of the Vendor's capabilities to satisfy the requirements of the Bid Documents. Emphasis should be on completeness and clarity of content. Elaborate brochures and other representations beyond that sufficient to present a complete and effective Bid Document are neither required nor desired.

**B. PUBLIC INFORMATION ACT (PIA)**

1. Worcester County is subject to the Maryland Public Information Act and may be required to release bid submissions in accordance with the Act.
2. Any materials the Vendor deems to be proprietary or copyrighted must be marked as such; however, the material may still be subject to analysis under the Maryland Public Information Act.
  - a. The Vendor may invoke proprietary information or trade secret protection for submission of any data/material by (1) identifying the data/material in a written description, (2) clearly marking the data/material as proprietary, and (3) providing a written statement detailing the reasons why protection is necessary. The County reserves the right to ask for additional clarification prior to establishing protection.

**C. CONTRACT AWARD**

1. A written award by the County to the Successful Vendor in the form of a Purchase Order or other contract document will result in a binding Contract without further action by either party. If the Successful Vendor fails or refuses to sign and deliver the Contract and the required insurance documentation, the County will have the right to award to the next responsible and responsive Vendor. Contract will be executed by the Successful Vendor within fourteen calendar days of receipt of the Contract.
2. Bid Documents and Contracts issued by the County will bind the Vendor to applicable conditions and requirements herein set forth, unless otherwise specified in the Bid Documents, and are subject to all federal, state, and municipal laws, rules, regulations, and limitations.
3. County personal property taxes ("Taxes") must be on a current basis; if any such Taxes are delinquent, they must be paid before award of Contract. Failure to pay will result in the award of Contract to another Vendor.
4. The County reserves the right to engage in individual discussions and interviews with those Vendors deemed fully qualified, responsible, suitable and professionally competent to provide the required Goods and/or Services should the project size warrant it. Vendors will be encouraged to elaborate on their qualifications, performance data, and staff expertise.

**D. AUDIT**

1. The Successful Vendor agrees to retain all books, records, and other documents relative to the awarded Contract for five years after final payment, or until audited. The County, its authorized agents, and/or State auditors will have full access to and the right to examine any of said materials during said period.

**E. NONPERFORMANCE**

1. The County reserves the right to inspect all operations and to withhold payment for any goods not performed or not performed in accordance with the specifications in this Bid Document. Errors, omissions or mistakes in performance will be corrected at no cost to the County. Failure to do so

will be cause for withholding of payment for that Goods and/or Services. In addition, if deficiencies are not corrected in a timely manner, the County may characterize the Successful Vendor as uncooperative, which may jeopardize future project order solicitations.

**F. MODIFICATION OR WITHDRAWAL OF BID**

1. A Bid Document may not be modified, withdrawn, or cancelled by the Vendor during the stipulated time period following the time and date designated for the receipt of Bid Documents, and each Vendor so agrees in submitting Bid Documents.

**G. DEFAULT**

1. The Contract may be cancelled or annulled by the County in whole or in part by written notice of default to the Successful Vendor upon non-performance, violation of Contract terms, delivery failure, bankruptcy or insolvency, any violation of state or local laws, or the making of an assignment for the benefit of creditors. An award may then be made to the next most highly rated Vendor, or when time is of the essence, similar commodities and/or service may be purchased on the open market. In either event, the defaulting Vendor (or his surety) will be liable to the County for cost to the County in excess of the defaulted Contract price.
2. If a representative or warranty of either Party to the Contract is false or misleading in any material respect, or if either Party breaches a material provision of the Contract (“Cause”), the non-breaching Party will give the other Party written notice of such cause. If such Cause is not remedied within fifteen calendar days (“Cure Period”) after receipt of such notice, (unless, with respect to those Causes which cannot be reasonably corrected or remedied within the Cure Period, the breaching Party will have commenced to correct or remedy the same within such Cure Period and thereafter will proceed with all due diligence to correct or remedy the same), the Party giving notice will have the right to terminate this Contract upon the expiration of the Cure Period.

**H. COLLUSION/FINANCIAL BENEFIT**

1. The Vendor certifies that his/her Bid is made without any previous understanding, agreement, or connection with any person, firm, or corporation making a Bid Document for the same project; without prior knowledge of competitive prices; and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.
2. Upon signing the Bid Document, Vendor certifies that no member of the governing body of the County, or members of his/her immediate family, including spouse, parents or children, or any other officer or employee of the County, or any member or employee of a Commission, Board, or Corporation controlled or appointed by the County Commissioners has received or has been promised, directly or indirectly, any financial benefit, related to this Bid Document and subsequent Contract.

**I. TAX EXEMPTION**

1. In buying products directly from a Vendor, Worcester County is exempt from being *directly* charged Federal excise and Maryland sales tax. A copy of an exemption certificate shall be furnished upon request.
2. According to the Office of the Comptroller of Maryland, a *Contractor is responsible for paying sales tax* on his/her purchases relating to any projects or services and should incorporate it into their bid.
3. Successful Vendors **cannot** use the County tax exemption to buy materials or products used on County projects.

## J. CONTRACT CHANGES

1. No claims may be made by anyone that the scope of the project or that the Vendor's Goods and/or Services have been changed (requiring changes to the amount of compensation to the Vendor or other adjustments to the Contract) unless such changes or adjustments have been made by an approved written amendment (Change Order) to the Contract signed by the Chief Administrative Officer (and the County Commissioners, if required), prior to additional Goods and/or Services being initiated. Extra Goods and/or Services performed without prior, approved, written authority will be considered as unauthorized and at the expense of the Vendor. Payment will not be made by the County.
2. No oral conversations, agreements, discussions, or suggestions, which involve changes to the scope of the Contract, made by anyone including any County employee, will be honored or valid. No written agreements or changes to the scope of the Contract made by anyone other than the Procurement Officer (with the Chief Administrative Officer and/or County Commissioners approval, if required) will be honored or valid.
3. If any Change Order in the Goods and/or Services results in a reduction in the Goods and/or Services, the Vendor will neither have, nor assert any claim for, nor be entitled to any additional compensation for damages or for loss of anticipated profits on Goods and/or Services that are eliminated.

## K. ADDENDUM

1. No oral statements of any person will modify or otherwise affect or interpret the meaning of the Contract specifications, or the terms, conditions, or other portions of the Contract. All modifications and every request for any interpretation must be addressed to Worcester County's Procurement Officer and to be given consideration, must be received no later than the last day for questions listed in Section I, Subsection C.2.
2. Any and all interpretations, corrections, revisions, and amendments will be issued by the Procurement Officer to all holders of Bid Documents in the form of written addenda. Vendors are cautioned that any oral statements made by any County employee that materially change any portion of the Bid Documents cannot be relied upon unless subsequently ratified by a formal written amendment to the Bid Document.
3. All addenda will be issued so as to be received at least five days prior to the time set for receipt of Bid Documents, and will become part of the Contract and will be acknowledged in the Bid Document form. Failure of any Vendor to receive any such addenda will not relieve said Vendor from any obligation under the Bid Document as submitted.
4. Vendors are cautioned to refrain from including in their Bid Document any substitutions which are not confirmed by written addenda. To find out whether the County intends to issue an amendment reflecting an oral statement made by any employee, contact Worcester County's Procurement Officer during normal business hours.
5. The Worcester County Procurement Officer reserves the right to postpone the Bid Document opening for any major changes occurring in the five-day interim which would otherwise necessitate an Addendum.

## L. EXCEPTIONS/ SUBSTITUTIONS

1. Any exceptions or substitutions to the specifications requested should be marked on the bid form and listed on a separate sheet of paper attached to the bid.

2. An exception to the specifications may disqualify the bid. The County will determine if the exception is an essential deviation or a minor item.
3. In the case of a minor deviation, the County maintains the option to award to that Vendor if it determines the performance is not adversely affected by the exception.

## **M. APPROVED EQUALS**

1. In all specifications where a material or article is defined by describing a proprietary product or by using the name of a Vendor or manufacturer, it can be assumed that an approved equal can be substituted.
2. The use of a named product is an attempt to set a particular standard of quality and type that is familiar to the County. Such references are not intended to be restrictive.
3. However, the County shall decide if a product does in fact meet or exceed the quality of the specifications listed in the solicitation. It shall be the responsibility of the Vendor that claims his product is an equal to provide documentation to support such a claim.

## **N. DELIVERY**

1. All items shall be delivered F.O.B. destination and delivery costs and charges included in the bid unless otherwise stated in the specifications or bid form.

## **O. INSURANCE**

1. If required by the General Conditions or Terms and Conditions, the Successful Vendor shall provide the County with Certificates of Insurance within ten calendar days of bid award notification evidencing the required coverage.
2. Successful Vendor must provide Certificates of Insurance before commencing work in connection with the Contract.

## **P. BID EVALUATION**

1. Bid tabulations will be posted on the County website at <https://www.co.worcester.md.us/commissioners/bids>. Click on the Expired Bids & Results tab and find the bid tabulation for the bid you are interested in. Bid tabulations will be posted as soon as reasonably possible after the Bid opening.

**END OF SECTION**



**SECTION III: GENERAL CONDITIONS****A. DRAWINGS AND SPECIFICATIONS**

1. Should any detail be omitted from the drawings or specifications, or should any errors appear in either, it shall be the duty of the Successful Vendor to notify the County's designated construction inspector.
2. In no case shall the Successful Vendor proceed with the work without notifying and receiving definite instructions from the County. Work wrongly constructed without such notification shall be corrected by the Successful Vendor at his own cost.

**B. MATERIALS, SERVICES AND FACILITIES**

1. It is understood that, except as otherwise specifically stated in the Bid Documents, the Successful Vendor will provide and pay for all materials, labor, tools, equipment, water, light, power and transportation, supervision, temporary construction of any nature, and all other services and facilities of any nature whatsoever necessary to execute, complete, and deliver the Work within the specified time.
2. Materials and equipment will be so stored as to insure the preservation of their quality and fitness for the Work. Stored materials and equipment to be incorporated in the Work will be located so as to facilitate prompt inspection.
3. Manufactured articles, materials, and equipment will be applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturer.
4. Materials, supplies and equipment will be in accordance with samples submitted by the Successful Vendor and approved by the County.

**C. INSPECTION AND TESTING**

1. All materials and equipment used in the construction of the Work will be subject to adequate inspection and testing in accordance with generally accepted standards, as required and defined in the Bid Documents.
2. The County or its representatives may, at any time, enter upon the work and the premises used by the Successful Vendor, and the Successful Vendor shall provide proper and safe facilities to secure convenient access to all parts of the work, and all other facilities necessary for inspection, as may be required.
3. The County will appoint such persons as deemed necessary to properly inspect the materials furnished or to be furnished, and the work done under the contract and to see that the same strictly corresponds with the drawings and specifications. All such materials and workmanship shall be subject to approval of the County. Approval or acceptance of payment shall not be misconstrued as approval of items or work not in conformance with specifications and drawings nor shall it prevent the rejection of said work or materials at any time thereafter during the existence of the contract, should said work or materials be found to be defective, or not in accordance with the requirements of the contract.
4. Work and material will be inspected promptly, but if for any reason should a delay occur, the Successful Vendor shall have no claim for damages or extra compensation.
5. The Successful Vendor shall pay for all inspection costs necessary to complete the work which may be incurred to comply with the requirements of any agency other than the County, such as a railroad, public service utility company, or any other governmental agency or any other agency whose jurisdiction affects the work in any manner unless otherwise specified herein.

## **D. APPROVAL OF SUBSTITUTION OF MATERIALS**

1. Samples of materials shall be submitted by the Successful Vendor for approval before such materials are ordered from the manufacturers or distributors and shall be approved by the County before actual work is begun.
2. It is the intention of these specifications to permit all vendors bidding on this work to secure the fullest amount of competition on the various materials and specialties names herein. Wherever a material or article is defined by describing a proprietary product or by using the name of a vendor or manufacturer, the term or approved equal shall be presumed to be implied unless otherwise stated.

## **E. PROTECTION OF WORK, PROPERTY AND PERSONS**

1. Successful Vendor will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Successful Vendor will take all necessary precautions and programs in connection with the Work. Successful Vendor will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to, all employees on the Work and other persons who may be affected thereby, all the Work and all materials or equipment to be incorporated therein, whether in storage on off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.
2. Successful Vendor will comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction. Successful Vendor will erect and maintain, as required by the conditions and progress of the Work, all necessary safeguards for safety and protection. Successful Vendor will notify owners of adjacent utilities when progress of the Work may affect them. The Successful Vendor will remedy all damage, injury or loss to any property caused, directly or indirectly, in whole or in part, by Successful Vendor, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them be liable.
3. In emergencies affecting the safety of persons or the Work or property at the site or adjacent thereto, the Successful Vendor, without special instruction or authorization from the County, will act to prevent threatened damage, injury or loss. Successful Vendor will give the County prompt Written Notice of any significant changes in the Work or deviations from the Bid Documents caused thereby, and a Change Order will thereupon be issued covering the changes and deviations involved.

## **F. BARRICADES, DANGER, WARNING AND DETOUR SIGNS**

1. The Successful Vendor shall provide, erect and maintain all necessary barricades, sufficient red lights, flares, danger signals and signs, provide a sufficient number of watchmen and take all necessary precautions for the protection of the work and safety of the public.

## **G. LICENSES AND PERMITS**

1. The Successful Vendor shall have all necessary licenses required to do the work and give all notices and obtain and pay all necessary permits required by local laws and regulations for building.
2. State and Federal permits (if applicable) to undertake work have been obtained by the County and accompany these specifications.

## H. SUPERVISION

1. The Successful Vendor shall maintain, at all times during the progress of work, a competent and experienced supervisor who shall represent the Successful Vendor, and all directions given to him shall be binding. Important decisions regarding directions, if requested by the supervisor, shall be confirmed in writing.
2. Supervision by the County or its representative does not relieve the Successful Vendor of responsibility for defective work executed under the direct control of the Successful Vendor. Responsibility for defective work rests upon the Successful Vendor, whether discovered by the County prior to final payment or subsequent thereto.

## I. CLEAN UP

1. Upon completion of the items within a given location as specified and before monthly estimates will be paid, the construction area and all other areas occupied by the Successful Vendor during the construction of said Contract shall be cleaned of all surplus and discarded materials, bracing, forms, rubbish and temporary structures that were placed there by the Successful Vendor.
2. Disposal of the aforementioned shall be the responsibility of the Successful Vendor.

## J. CHANGES IN WORK

1. The County, without invalidating the contract, may order extra work or make changes by altering, adding or deducting from the work with the contract sum being adjusted accordingly.
2. All such work shall be executed under the conditions of the original contract, except that any claim for the extension of time caused thereby shall be adjusted at the time of ordering such change.
3. The value of any such extra work or change shall be determined in one or more of the following ways:
  - a. By estimate and acceptance of lump sum.
  - b. By unit prices named in the contract or subsequently agreed upon.

## K. TIME FOR COMPLETION

1. The Work contemplated under this Contract shall be considered as continuous and be completed within the timeframe(s) stated in Section IV of this Bid Document.
2. The Successful Vendor will be allowed to work eight hours per day, Monday through Friday, except for holidays, fifty-two weeks per year.
3. The Successful Vendor will not be permitted to work on holidays observed by Worcester County or the State of Maryland or on Sundays unless otherwise authorized in writing.
4. In case of an emergency which may require that work be done on Saturdays, Sundays, and Holidays, the Successful Vendor shall request permission of the County to do so. If, in the opinion of the County, the emergency is bonafide, permission may be granted to the Successful Vendor to work such hours as may be determined are necessary by the County. Also, if in the opinion of the County a bonafide emergency exists, the Successful Vendor may be directed to work such hours as may be necessary whether or not the Successful Vendor requests permission to do so.
5. The Successful Vendor shall pay the County for all costs incurred for inspection services required for work permitted during holidays, weekends or in excess of eight hours per day.

**L. LIQUIDATED DAMAGES**

1. If the Successful Vendor shall fail to start and complete the project within the time frame stated above, the County shall assess liquidated damages in the amounts listed below per calendar day for each and every day the Successful Vendor fails to complete the contract.

<u>Amount of Contract</u>	<u>Liquidated Damages per Day</u>
Less than \$10,000	\$100.00
\$10,000 or less than \$100,000	\$250.00
\$100,000 or less than \$500,000	\$750.00
\$500,000 or more	\$1,000.00
Or will be based on actual cost to the County, whichever is greater.	

2. The designated County project manager reserves the option to extend the scheduled completion date or waive the liquidated damages clause in its entirety if he is of the opinion that extenuating circumstances deemed such action appropriate.

**M. CORRECTION OF WORK**

1. The Successful Vendor will promptly remove from the premises all Work rejected by the County for failure to comply with the Bid Documents, whether incorporated in the construction or not, and the Successful Vendor will promptly replace and re-execute the Work in accordance with the Bid Documents and without expense to the County and will bear the expense of making good all Work of other Vendors destroyed or damaged by such removal or replacement.
2. All removal and replacement Work will be done at the Successful Vendor's expense. If the Successful Vendor does not act to remove such rejected Work within ten days after receipt of Written Notice, the County may remove such Work and store the materials at the expense of the Successful Vendor.

**N. CONSTRUCTION SAFETY AND HEALTH STANDARDS**

1. It is a condition of this contract, and shall be made a condition of each sub-contract entered into pursuant to this contract, that the Successful Vendor and any sub-contractor shall not require any laborer or mechanic employed in performance of the contract to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health or safety, as determined under construction safety and health standards (Title 29, Code of Federal Regulations, Part 1926, formerly Part 1518, as revised from time to time, promulgated by the United States Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standard Act.) (83 Stat. 96).
2. Failure of Worcester County to inform the Successful Vendor of safety violations will not release the Successful Vendor of his responsibilities.

**O. BID BOND**

1. Bid Documents must be accompanied by a Bid Bond if the Vendor's total Bid amount exceeds \$100,000, payable to the County for five percent of the total amount of the bid. After the analysis of the Bid Documents the County will return Bid Bonds to all Vendors except the three lowest Responsive and Responsible Vendors. After execution of the Contract, and receipt, execution, and approval of the Successful Vendor's Payment and Performance bond, the Bid Bonds will be returned. A certified check may be used in lieu of a Bid Bond.

2. The County, at its discretion, may consider a Vendor in default if the Vendor fails to execute the Contract, in which the County will retain said Bid Bond.

**P. PERFORMANCE AND PAYMENT BONDS**

1. The Successful Vendor will be required to provide the County with a Performance Bond and Payment Bond if the total Contract amount exceeds \$100,000, each in the amount of one hundred percent of the Contract Price, with a corporate surety approved by the County for the faithful performance of the Contract.
2. The Successful Vendor will within fourteen calendar days after the receipt of the Contract furnish the County with a Performance Bond and Payment Bond in penal sums equal to the amount of the Contract Price, conditioned upon the performance by the Successful Vendor of all undertakings, covenants, terms, conditions and agreements of the Bid Documents, and upon the prompt payment by the Successful Vendor to all persons supplying labor and materials in the prosecution of the Work provided by the Bid Document. Such Bonds will be executed by the Successful Vendor and corporate bonding company licensed to transact such business in the state in which the Work is to be performed and named on the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Circular Number 570. The expense of these Bonds will be borne by the Successful Vendor. If at any time a surety on any such Bond is declared bankrupt or loses its right to do business in the State of Maryland or is removed from the list of surety companies accepted on federal bonds, Successful Vendor will within ten calendar days after notice from the County to do so, substitute an acceptable Bond(s) in such form and sum and signed by such other surety or sureties as may be satisfactory to the County.

**Q. GUARANTEE**

1. The Successful Vendor shall furnish the County with a one-year guarantee of workmanship and materials, dating from time of acceptance of the project and shall make good any defects which may occur during that period.
2. If any special guarantees in excess of the one-year period are specified by the manufacturer, these guarantees shall take precedence over the one-year period guarantee.
3. Upon completion of work, and before final payment or release of retainage, the Successful Vendor shall submit, and obtain from each subcontractor, material supplier and equipment manufacture general warranties and a notarized asbestos free guarantee.

**END OF SECTION**

## SECTION IV: BID SPECIFICATIONS

### A. SCOPE

1. The County is seeking bids from qualified Vendors to contract for dirt hauling services for the Worcester County Central Site Landfill in accordance with the terms and conditions and specifications set forth in this solicitation.

### B. CONTRACT PRICING

1. Contract pricing will be valid for the term of one year from the notice to proceed date, (“Contract Period”).
2. Pricing must include all labor, materials, tools, and equipment to perform Work.
3. Pricing will not change during the Contract Period.

### C. CONTRACT PERIOD RENEWAL OPTION

1. The County reserves the right to extend the Contract Period for two additional one-year terms, provided the Successful Vendor agrees there will be no increase in price for the additional Contract Period(s). The Successful Vendor will notify the County’s Administration Office in writing within 60 days of each subsequent year regarding the Successful Vendor’s decision to hold prices firm for an additional year. The County will then have the option to either extend the Contract Period or re-bid.

### D. SUMMARY

1. Successful Vendor will be hauling dirt from the County pit on Langmaid Rd. in Newark Maryland, to the Landfill on Central Site Lane Newark Maryland.
  - a. The round-trip distance is approximately seventeen (17) miles.
2. The County will provide the labor and equipment to load the hauling trucks using an excavator or front-end loader.
3. Hauling shall be accomplished utilizing tri axle dump trucks with a minimum fifteen (15) cubic yard capacity.
4. **Loaded trucks should weigh as close to but not to exceed 70,000 lbs.**
5. Tractor trailers with dump trailers shall not be used.
6. The Successful Vendor(s) shall provide all necessary labor, equipment, material, supervision, transportation and any service to preform material hauling (soil, etc.).
7. The Successful Vendor(s) shall be required to deliver an average daily volume of three hundred (300) yards of soil from Langmaid pit to Central Site Landfill.
  - a. Worcester County reserves the right to adjust the quantities depending on varying circumstances.
8. Hours of operation will be 7:30am – 3:45pm, Monday thru Friday, excluding County recognized holidays and inclement weather days.
9. Hauling may not be continuous daily due to weather, available space, and other factors but will be continuous for 12 months.
10. Soil will be delivered to the working face on the landfill or a stock pile area at the landfill.
11. The hauling equipment shall be in good condition road worthy, DOT inspected and adheres to all OSHA, AND MOSHA STANDARDS and specifications. Drivers must adhere to current Maryland Vehicle Laws. All tarps and tail gates should be in good condition. Any spilled or wind-blown material will be the responsibility of the Successful Vendor to clean up.
12. The Successful Vendor is responsible for maintaining load tickets for documenting number of loads hauled. A load slip shall be turned in at the end of each day to the

County, documenting hauler and drivers name, date and number of loads picked up and delivered.

13. At the end of each month the Successful Vendor shall present the County with a bill verifying all loads hauled by County ticket numbers that month.

**E. GENERAL REQUIREMENTS**

1. The Successful Vendor must be licensed to perform Work in the state of Maryland.
2. The Successful Vendor must be in good standing with Worcester County.

**F. PRE-BID CONFERENCE**

1. Provide date, time and location if a pre-bid conference is scheduled.

**G. PAYMENT**

1. The County will make payment(s) to the Successful Vendor within thirty calendar days from the receipt of a proper invoice for approved and accepted work performed.

**H. QUESTIONS**

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

**I. AWARD**

1. The County intends to award to the lowest Responsive and Responsible Vendor(s) meeting the specifications.
2. Please note, this Contract may be awarded to multiple vendors to ensure the County has access to an adequate fleet of commercial hauling vehicles and drivers.
3. Preference for which Successful Vendor is given usage priority shall be based on price per load and average number of loads delivered per day.
4. At any point, the County reserves the right to exclude a vendor or use another vendor or combination of vendors if the required average daily volume of soil is not being delivered

**END OF SECTION**

**THIS AND PREVIOUS SECTIONS, OTHER THAN THE COVER PAGE, DO NOT NEED TO BE RETURNED WITH SUBMITTAL**





**REFERENCES**

List three references for which the Vendor has provided Goods/Services similar to those requested in the Bid Document within the last 12-36 months. Include contact name, address, telephone number, email address and services provided.

Company Name:		Company Name:	
Type of Project:		Type of Project:	
Address:		Address:	
Town, State, Zip Code:		Town, State, Zip Code:	
Contact Person:		Contact Person:	
Telephone Number:		Telephone Number:	
Email:		Email:	
Date of Service:		Date of Service:	
Company Name:			
Type of Project:			
Address:			
Town, State, Zip Code:			
Contact Person:			
Telephone Number:			
Email:			
Date of Service:			

\_\_\_\_\_  
Sign for Identification

\_\_\_\_\_  
Printed Name

**EXCEPTIONS**

The undersigned hereby certifies that, except as listed below, or on separate sheets attached hereto, the enclosed Completed Bid Document covers all items as specified.

**EXCEPTIONS:**

(If none, write none) \_\_\_\_\_

The vendor hereby acknowledges receipt of the following addenda.

<u>Number</u>	<u>Date</u>	<u>Initials</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

\_\_\_\_\_  
Sign for Identification

\_\_\_\_\_  
Printed Name

**INDIVIDUAL PRINCIPAL**

Vendor Name: \_\_\_\_\_

Signed By: \_\_\_\_\_ In the presence of: \_\_\_\_\_

Address of Vendor: \_\_\_\_\_ Town, State, Zip \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

\*\*\*\*\*

CO-PARTNERSHIP PRINCIPAL

Name of Co-Partnership: \_\_\_\_\_

Address: \_\_\_\_\_ Town, State, Zip

\_\_\_\_\_

Telephone No.: \_\_\_\_\_ Fax: \_\_\_\_\_

Signed By: \_\_\_\_\_ In the presence of: \_\_\_\_\_

Partner

Witness

Signed By: \_\_\_\_\_ In the presence of: \_\_\_\_\_

Partner

Witness

Signed By: \_\_\_\_\_ In the presence of: \_\_\_\_\_

Partner

Witness

\*\*\*\*\*

CORPORATE PRINCIPAL

Name of Corporation: \_\_\_\_\_

Address: \_\_\_\_\_ Town, State, Zip

\_\_\_\_\_

Telephone No.: \_\_\_\_\_ Fax:

\_\_\_\_\_

Signed By: \_\_\_\_\_ In the presence of: \_\_\_\_\_

President

Witness

Attest: \_\_\_\_\_

Corporate Secretary

Affix Corporate Seal

**VENDOR’S AFFIDAVIT OF QUALIFICATION TO BID**

I HEREBY AFFIRM THAT:

I, \_\_\_\_\_ am the \_\_\_\_\_  
(Printed Name) (title)  
and the duly authorized representative of the Vendor of  
\_\_\_\_\_ whose address is  
(name of corporation)

\_\_\_\_\_ and that I possess the legal authority to make this affidavit on behalf of myself and the Vendor for which I am acting.

Except as described in paragraph 3 below, neither I nor the above Vendor, nor to the best of my knowledge and of its officers, directors or partners, or any of its employees directly involved in obtaining contracts with the State or any county, bi-county or multi-county agency, or subdivision of the State have been convicted of, or have pleaded nolo-contendere to a charge of, or have during the course of an official investigation or other proceeding admitted in writing or under oath acts or omissions which constitute, bribery, attempted bribery, or conspiracy to bribe under the provisions of Article 27 of the Annotated Code of Maryland or under the laws of any state or federal government (conduct prior to July 1, 1977 is not required to be reported).

(State “none” or, as appropriate, list any conviction, plea or admission described in paragraph 2 above, with the date, court, official or administrative body, the individuals involved and their position with the Vendor, and the sentence or disposition, if any.)

\_\_\_\_\_  
\_\_\_\_\_

I acknowledge that this affidavit is to be furnished to the County, I acknowledge that, if the representations set forth in this affidavit are not true and correct, the County may terminate any Contract awarded and take any other appropriate action. I further acknowledge that I am executing this affidavit in compliance with section 16D of Article 78A of the Annotated Code of Maryland, which provides that certain persons who have been convicted of or have admitted to bribery, attempted bribery or conspiracy to bribe may be disqualified, either by operation of law or after a hearing, from entering into contracts with the State or any of its agencies or subdivisions.

I do solemnly declare and affirm under the penalties of perjury that the contents of this affidavit are true and correct.

\_\_\_\_\_  
Sign for Identification

\_\_\_\_\_  
Printed Name

NON-COLLUSIVE AFFIDAVIT

\_\_\_\_\_ being first duly sworn,  
deposes and says that:

1. He/she is the \_\_\_\_\_, (Owner, Partner, Officer, Representative or Agent) of \_\_\_\_\_, the Vendor that has submitted the attached Bid Documents;
2. He/she is fully informed respecting the preparation and contents of the attached Bid Document and of all pertinent circumstances respecting such Bid Documents;
3. Such Bid Document is genuine and is not a collusive or sham Bid Document;
4. Neither the said Vendor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Vendor, firm, or person to submit a collusive or sham Bid Document in connection with the Work for which the attached Bid Document has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Vendor, firm, or person to fix the price or prices in the attached Bid Document or of any other Vendor, or to fix any overhead, profit, or cost elements on the Bid Document price or the Bid Document price of any other Vendor, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any disadvantage against (Recipient), or any person interested in the Work;
5. The price or prices quoted in the attached Bid Document are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Vendor or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed and delivered in the presence of:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

**EXHIBIT A****WORCESTER COUNTY MARYLAND  
STANDARD TERMS AND CONDITIONS**

The provisions below are applicable to all Worcester County (“County”) contracts. These provisions are not a complete agreement. These provisions must be attached to an executed document that identifies the work to be performed, compensation, term, incorporated attachments, and any special conditions (“Contract”). If the Standard Terms and any other part of the Contract conflict, then the Standard Terms will prevail.

1. **Amendment.** Amendments to the Contract must be in writing and signed by the parties.
2. **Bankruptcy.** If a bankruptcy proceeding by or against the Contractor is filed, then:
  - a. The Contractor must notify the County immediately; and
  - b. The County may cancel the Contract or affirm the Contract and hold the Contractor responsible for damages.
3. **Compliance with Law.** Contractor must comply with all applicable federal, state, and local law. Contractor is qualified to do business in the State of Maryland. Contractor must obtain, at its expense, all licenses, permits, insurance, and governmental approvals needed to perform its obligations under the Contract.
4. **Contingent Fee Prohibition.** The Contractor has not directed anyone, other than its employee or agent, to solicit the Contract and it has not promised to pay anyone a commission, percentage, brokerage fee, contingent fee, or other consideration contingent on the making of the Contract.
5. **Counterparts and Signature.** The Contract may be executed in several counterparts, each of which may be an original and all of which will be the same instrument. The Contract may be signed in writing or by electronic signature, including by email. An electronic signature, a facsimile copy, or computer image of the Contract will have the same effect as an original signed copy.
6. **Exclusive Jurisdiction.** All legal proceedings related to this Contract must be exclusively filed, tried, and maintained in either the District Court of Maryland for Worcester County, Maryland or the Circuit Court of Worcester County, Maryland. The parties expressly waive any right to remove the matter to any other state or federal venue and waive any right to a jury trial.
7. **Force Majeure.** The parties are not responsible for delay or default caused by fire, riot, acts of God, County-declaration-of-emergency, or war beyond their reasonable control. The parties must make all reasonable efforts to eliminate a cause of delay or default and must, upon cessation, diligently pursue their obligations under the Contract.
8. **Governing Law.** The Contract is governed by the laws of Maryland and the County.
9. **Indemnification.** The Contractor must indemnify the County and its agents from all liability, penalties, costs, damages, or claims (including attorney’s fees) resulting from personal injury, death, or damage to property that arises from or is connected to the performance of the work or failure to perform its obligations under the Contract. All indemnification provisions will survive the expiration or termination of the Contract.

**10. Independent Contractor.**

- a. Contractor is an “Independent Contractor”, not an employee. Although the County may determine the delivery schedule for the work and evaluate the quality of the work, the County will not control the means or manner of the Contractor’s performance.
- b. Contractor is responsible for all applicable taxes on any compensation paid under the Contract. Contractor is not eligible for any federal Social Security, unemployment insurance, or workers’ compensation benefits under the Contract.
- c. Contractor must immediately provide the County notice of any claim made against Contractor by any third party.

**11. Insurance Requirements.**

- a. Contractor must have Commercial General Liability Insurance in the amounts listed below. The insurance must include coverage for personal injury, discrimination, and civil rights violation claims. All insurance must name County, its employees, and agents as “ADDITIONAL INSURED”. A copy of the certificate of insurance must be filed with the County before the Contract is executed, providing coverage in the amount of \$1,000,000 per occurrence, \$2,000,000 general aggregate, and \$500,000 for property damage.
- b. Contractor must have automobile insurance on all vehicles used in the Contract to protect Contractor against claims for damages resulting from bodily injury, including wrongful death, and property damage that may arise from the operations in connection with the Contract. All insurance must name County, its employees, and agents as “ADDITIONAL INSURED”.
- c. Contractor must provide the County with a certification of Workers’ Compensation Insurance, with employer’s liability in the minimum amount required by Maryland law in effect for each year of the Contract.
- d. All insurance policies must have a minimum 30 days’ notice of cancellation. The County must be notified immediately upon cancellation.
- e. When insurance coverage is renewed, Contractor must provide new certificates of insurance prior to expiration of current policies.

**12. Nondiscrimination.** Contractor must not discriminate against any worker, employee, or applicant because of religion, race, sex, age, sexual orientation, physical or mental disability, or perceived disability. This provision must be incorporated in all subcontracts related to the Contract.

**13. Ownership of Documents; Intellectual Property.**

- a. All documents prepared under the Contract must be available to the County upon request and will become the exclusive property of the County upon termination or completion of the services. The County may use the documents without restriction or without additional compensation to the Contractor. The County will be the owner of the documents for the purposes of copyright, patent, or trademark registration.
- b. If the Contractor obtains, uses, or subcontracts for any intellectual property, then it must provide an assignment to the County of ownership or use of the property.
- c. The Contractor must indemnify the County from all claims of infringement related to



the use of any patented design, device, materials, or process, or any trademark or copyright, and must indemnify the County, its officers, agents, and employees with respect to any claim, action, costs, or infringement, for royalties or user fees, arising out of purchase or use of materials, construction, supplies, equipment, or services covered by the Contract.

14. **Payments.** Payments to the Contractor under the Contract will be within 30 days of the County's receipt of a proper invoice from the Contractor. If an invoice remains unpaid 45 days after the invoice was received, interest will accrue at 6% per year.
15. **Records.** Contractor must maintain fiscal records relating to the Contract in accordance with generally accepted accounting principles. All other relevant records must be retained by Contractor and kept accessible for at least three years after final payment, termination of the Contract, or until the conclusion of any audit, controversy, or litigation related to the Contract. All subcontracts must comply with these provisions. County may access all records of the Contractor related to the Contract.
16. **Remedies.**
  - a. **Corrections of errors and omissions.** Contractor must perform work necessary to correct errors and omissions in the services required under the Contract, without undue delays and cost to the County. The County's acceptance will not relieve the Contractor of the responsibility of subsequent corrections of errors.
  - b. **Set-off.** The County may deduct from any amounts payable to the Contractor any back-charges, penalties, or damages sustained by the County, its agents, or employees caused by Contractor's breach. Contractor will not be relieved of liability for any costs caused by a failure to satisfactorily perform the services.
  - c. **Cumulative.** These remedies are cumulative and without waiver of any others.
17. **Responsibility of Contractor.**
  - a. The Contractor must perform the services with the standard of care, skill, and diligence normally provided by a Contractor in the performance of services similar the services.
  - b. Notwithstanding any review, approval, acceptance, or payment for the services by the County, the Contractor will be responsible for the accuracy of any work, design, drawings, specifications, and materials furnished by the Contractor under the Contract.
  - c. If the Contractor fails to conform with subparagraph (a) above, then it must, if required by the County, perform at its own expense any service necessary for the correction of any deficiencies or damages resulting from the Contractor's failure. This obligation is in addition to any other remedy available to the County.
18. **Severability/Waiver.** If a court finds any term of the Contract to be invalid, the validity of the remaining terms will not be affected. The failure of either party to enforce any term of the Contract is not a waiver by that party.
19. **Subcontracting or Assignment.** The Contractor may not subcontract or assign any part of the Contract without the prior written consent of the County. The County may withhold consent for any reason the County deems appropriate.

20. **Termination.** If the Contractor violates any provision of the Contract, the County may terminate the Contract by written notice. All finished or unfinished work provided by the Contractor will, at the County's option, become the County's property. The County will pay the Contractor fair compensation for satisfactory performance that occurred before termination less the amount of damages caused by the Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and the County can affirmatively collect damages.
21. **Termination of Contract for Convenience.** Upon written notice, the County may terminate the Contract when the County determines termination is in the County's best interest. Termination for convenience is effective on the date specified in the County's written notice. The County will pay for reasonable costs allocable to the Contract for costs incurred by the Contractor up to the date of termination. But the Contractor will not be reimbursed for any anticipatory profits that have not been earned before termination.
22. **Termination of Multi-year Contract.** If funds are not available for any fiscal period of the Contract after the first fiscal period, then the Contract will be terminated automatically as of the beginning of unfunded fiscal period. Termination will discharge the Contractor and the County from future performance of the Contract, but not from their rights and obligations existing at the time of termination.
23. **Third Party Beneficiaries.** The County and Contractor are the only parties to the Contract and are the only parties entitled to enforce its terms. Nothing in the Contract gives any benefit or right to third persons unless individually identified by name and expressly described as intended beneficiaries of the Contract.
24. **Use of County Facilities.** Contractor may only County facilities that are needed to perform the Contract. County has no responsibility for the loss or damage to Contractor's personal property which may be stored on County property.
25. **Whole Contract.** The Contract, the Standard Terms, and attachments are the complete agreement between the parties and supersede all earlier agreements, proposals, or other communications between the parties relating to the subject matter of the Contract.



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

TO: Weston Young, Chief Administrative Officer  
FROM: Candace Savage, Budget Officer *CS*  
DATE: October 11, 2022  
SUBJECT: Vehicle Operating Expenses Over Expenditures

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Due to rising fuel and vehicle maintenance costs several departments were over spent in vehicle operating expenses at the end of FY22. Where budget savings were available the departments have request budget transfers to cover the overage. However, the following departments who have the highest fuel and vehicle usage were not able to transfer enough savings to cover and are requesting an over expenditure.

Department	Account Name	General Ledger Account	Amount
Sheriff's Office	Fuel	100.1101.030.6540.020	\$82,017
Roads	Fuel	100.1202.6540.020	\$60,825
Roads	Vehicle Maintenance	100.1202.6540.030	\$14,920

## Worcester County Sheriff's Office

Matthew Crisafulli  
Sheriff



Douglas Dods  
Chief Deputy

October 4, 2022

Mr. Weston Young  
Chief Administrative Office  
Worcester County, Maryland

RE: Personnel Conversion Request

Sir,

On behalf of Sheriff M. Crisafulli, we are respectfully requesting to be placed on the Commissioner Meeting agenda scheduled for October 18, 2022. Sheriff Crisafulli and staff have been extensively evaluating the staffing needs for the Worcester County Sheriff's Office to ensure that we continue to provide exceptional services. As you are aware, law enforcement agencies throughout the nation have been experiencing significant staffing challenges do to a multitude of various reasons. We are no exception to this trend, however, we are fortunate to continue to receive full time applicants, some of which are laterals from other agencies. As you know, a portion of the sworn staff of this agency are part time positions. Typically our part time positions are filled with applicants who are retired from other law enforcement agencies and are assigned to courts and some in our schools. Unfortunately, we have experienced a significant decline in applicants for part time sworn positions. Over the last three years, we have had more than eight open part time sworn positions at any given time. As you know, not being able to fill all of these positions, certainly causes strain on daily operations. However, we are receiving applicants for full time positions, some of which are laterals from other agencies.

With recent resignation from one of part personnel, we currently have nine part time positions that are vacant, with no part time applicants. Two of these part time positions are already budgeted with benefits. By converting these part time positions to full time would be a cost effective solution to decrease the strain on daily operations. The projected cost to implement this request would be approximately \$517,516.00. For the remainder of this budget cycle, this cost would be approximately \$235,000.00, due to the fact that we are partially through this years budget, along with the amount of time it would take to process applicants for employment. Equipment cost would be minimal and any cost would be absorbed into this current budget.

Sheriff M. Crisafulli, is respectfully requesting the conversion of these nine part time positions to full time. Sheriff M. Crisafulli and his designee will be available to answer and questions or concerns brought forth by the Commissioners.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Capt. Nate Passwaters", written over a horizontal line.

Captain Nate Passwaters  
Operations Commander



Worcester County Administration

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

TO: Weston Young, Chief Administrative Officer  
FROM: Candace Savage, Budget Officer *CS*  
DATE: October 11, 2022  
RE: Fiscal Year 2022 Year End Budget Transfers

---

The budget transfer request is a component of the General Fund annual audit. We ask the Department and agency heads to wait until the end of the fiscal year to request budget transfers in order to keep the accounting down to one journal entry. The Department heads and Agencies must keep track during the fiscal year of budget accounts that may be over due to unforeseen reasons and then submit their requests for budget transfers to cover these expenditures in their budgets. There is still savings for the County after these transfers have been completed.

I have evaluated the requests and made some adjustments where needed and I concur with the need for all transfers submitted in the attached summary.

I would ask for your review and the County Commissioners approval of the FY2022 Budget Transfer Request worksheets provided which totals \$339,698.

Thank you for your consideration and I am available for any questions you may have.

# ITEM 10

FY2022 GENERAL FUND BUDGET TRANSFER REQUEST				
Department Name /Number: Commissioners/ 1001			<i>Whole Dollars Only, Round UP to nearest Dollar</i>	
Account Name	NWS Acct No. (include location if available)	Budget \$ Add	Budget \$ Subtract	Explanation
1 Code Expenses	100.1001.6510.035	3,050		Code expenses fluctuate based on timing of invoices
2 Transcripts	100.1001.6510.110	668		Transcripts for jail
3 Uniforms	100.1001.6150.050	160		Uniforms for public events
4 Computer Repairs & Supplies	100.1001.6110.080		(500)	Savings to cover overages
5 Computers & Printers	100.1001.6110.090		(1,853)	Savings to cover overages
6 Mobile Phones	100.1001.6110.245		(1,525)	Savings to cover overages
Department Name/Number: Circuit Court / 1002			<i>Whole Dollars Only, Round UP to nearest Dollar</i>	
Account Name	NWS Acct No. (include location if available)	Budget \$ Add	Budget \$ Subtract	Explanation
1 Administrative Expenses Office Supplies	100.1002.6100.190	2,244		Funds needed to cover office supplies
2 Legal Services	100.1002.6510.080		(2,244)	Legal services savings to cover office supplies
3 Supplies & Equipment Jury Expenses	100.1002.6110.170	11,924		Funds need to cover expenses for use of fire house for off-site jury space due to COVID-19 restrictions
4 Supplies & Equipment Office Equipment	100.1002.6110.290	3,377		Funds needed to cover office equipment
5 Supplies & Equipment Mobile Phones	100.1002.6110.245	386		Funds needed to cover mobile phones
6 Legal Services	100.1002.6510.080		(15,687)	Legal services savings to cover expenses for use of fire house for off-site jury space due to COVID-19 restrictions
7 Uniforms & Personal Equipment	100.1002.6150.050	49		Funds needed to cover uniforms & personal equipment costs
8 Travel, Training & Expense	100.1002.7000.115		(49)	Travel, Training & Expenses savings to cover uniforms & personal equipment costs
Department Name/Number: State's Attorney / 1004			<i>Whole Dollars Only, Round UP to nearest Dollar</i>	
Account Name	NWS Acct No. (include location if available)	Budget \$ Add	Budget \$ Subtract	Explanation
1 Equipment Maintenance	100.1004.6130.010	4,097		increased color printing due to state v. harmon retrial and walter lomax hearing
2 Office Supplies	100.1004.6100.190		(4,097)	supply savings to cover overage in 6130 for increased color printing
3 Legal Services	100.1004.6510.110	9,528		increase in audio/video evidence increased need for transcripts
4 Extradition Expense	100.1004.7000.080		(4,905)	extradition savings due to COVID closures to cover overage in 6510 for transcripts
5 Meetings/Conferences/Shows	100.1004.7000.100		(4,623)	savings due to COVID cancellations to cover overage in 6510 for transcripts
6 Vehicle Operating Expenses Fuel	100.1004.6540.020	1,030		increased fuel cost
7 Vehicle Operating Expenses Maintenance	100.1004.6540.030	2,003		unexpected repair work to 2012 Tahoe
8 Office Supplies	100.1004.6100.190		(2,408)	supply savings to cover overage in 6540 for fuel and repair work

# ITEM 10

9	Administrative Expenses	100.1004.6100.010			admin savings to cover coverage in 6540 for fuel and repair work
<b>Department Name/Number: Treasurers / 1005</b>			<b>Whole Dollars Only, Round UP to nearest Dollar</b>		
	Account Name	NWS Acct No. (include location if available)	Budget \$ Add	Budget \$ Subtract	Explanation
1	Administrative Expenses Envelopes	100.1005.010.6100.110	642		Transfer due to rising cost of envelopes and items used for the billing process.
2	Travel Training Mileage	100.1005.010.7000.115		(642)	Training and travel savings due to decreased conferences/events (Covid) used to cover Admin. Exp..
3	Supplies & Equipment Computer & Printers	100.1005.010.6110.090	7,158		Transfer due to increased cost of computer/printers and the need to upgrade devices to remain compliant with upgraded versions of existing software used for taxes, and document imaging.
5	Supplies & Equipment Scanners	100.1090.025.6110.350		(7,158)	Supplies and Equip. - Scanners savings used to cover Supplies and Equip. - Computers and Printers.
<b>Department Name/Number: Elections / 1006</b>			<b>Whole Dollars Only, Round UP to nearest Dollar</b>		
	Account Name	NWS Acct No. (include location if available)	Budget \$ Add	Budget \$ Subtract	Explanation
1	Administrative Expenses Paper	100.1006.6100.210	965		Increased cost of supplies
2	Travel Training Mileage	100.1006.7000.115	2,430		Increased to cover primary mileage that will be encumbered
3	Travel Training Meetings Conferences Shows	100.1006.7000.100		(3,395)	Savings to cover Administrative Expenses and Mileage
<b>Department Name/Number: Human Resources / 1007</b>			<b>Whole Dollars Only, Round UP to nearest Dollar</b>		
	Account Name	NWS Acct No. (include location if available)	Budget \$ Add	Budget \$ Subtract	Explanation
1	Supplies & Equipment Other Office Equipment	100.1007.090.6110.290	40		Office Chairs
2	Vehicle Operating Expenses Vehicle Maintenance	100.1007.090.6540.030	164		New Tires
3	Administrative Expenses Office Supplies	100.1007.090.6100.190		(204)	Savings to cover overages
<b>Department Name/Number: DRP / 1008</b>			<b>Whole Dollars Only, Round UP to nearest Dollar</b>		
	Account Name	NWS Acct No. (include location if available)	Budget \$ Add	Budget \$ Subtract	Explanation
1	Administrative Expenses	100.1008.6100.010	1,554		Funds needed to cover credit card fees
2	Supplies & Equipment - Computers & Printers	100.1008.6110.090		(1,554)	Computer savings to cover credit card fees
3	Building Site Expenses - Fire Extinguishers	100.1008.6550.081	87		Funds needed to cover fire extinguisher costs
4	Supplies & Equipment - Office Equip. Repairs	100.1008.6110.270		(87)	Office equipment repair savings to cover fire extinguisher costs
5	Advertising - Legal Advertisements	100.1008.6900.025	5,265		Funds needed to cover advertising costs
6	Travel, Training & Expense - Meetings/ Conferences/ Shows	100.1008.7000.100		(5,265)	Conference savings to cover advertising costs
<b>Department Name/Number: Environmental Prog / 1010</b>			<b>Whole Dollars Only, Round UP to nearest Dollar</b>		
	Account Name	NWS Acct No. (include location if available)	Budget \$ Add	Budget \$ Subtract	Explanation
1	Computer Repairs & Supplies	100.1010.6110.080		(2,360)	Savings to cover credit card fees
2	Mobile Phones	100.1010.6110.245		(1,539)	Savings to cover credit card fees



# ITEM 10

3	GIS Mapping Supplies	100.1010.6110.140		(1,000)	Savings to cover credit card fees
4	Small Equipment	100.1010.6110.390		(470)	Savings to cover credit card fees
5	Copier Lease	100.1010.6130.010		(893)	Savings to cover credit card fees
6	Administrative Expenses (credit card fees)	100.1010.6100.010	6,262		Unanticipated credit card usage and fees
<b>Department Name/Number: Information Tech / 1011</b>			<b>Whole Dollars Only, Round UP to nearest Dollar</b>		
	Account Name	NWS Acct No. (include location if available)	Budget \$ Add	Budget \$ Subtract	Explanation
1	Vehicle Operating Expenses	100.1011.6540.020	241		Funds needed to cover repairs for county vehicle
2	Administrative Expense	100.1011.6100.190		(241)	Administrative funds savings to cover vehicle maintenance
<b>Department Name/Number: Sheriff's Office / 1101</b>			<b>Whole Dollars Only, Round UP to nearest Dollar</b>		
	Account Name	NWS Acct No. (include location if available)	Budget \$ Add	Budget \$ Subtract	Explanation
1	Administrative Expense Dues, Licenses & Subscriptions	100.1101.030.6100.100	11,128		IAPro - internal affairs software license and other lincense increases
2	Legal Expenses Other Legal Expenses	100.1101.030.6510.085	48,622		Shortage in Other Legal Services due to increase in legal needs
3	Travel, Training & Expenses Educational Training	100.1101.030.7000.060	21,228		Increased training needs
4	Advertising Personnel Advertisements	100.1101.030.6900.040	579		Increase in advertising rates
5	Vehicle Operating Expenses Maintenance	100.1101.030.6540.030	40,569		Increased costs to maintain fleet
6	Vehicle Operating Expenses Fuel	100.1101.030.6540.020	44,682		Transfer to cover fuel overage - \$82,017 over expenditure remaining
7	Supplies & Equipment Bike Patrol Equipment	100.1101.030.6110.030		(2,800)	Surplus in Bike Patrol Equipment, Camera Equipment, Computer Repairs/Supplies, Computers & Printers, Equipment Maintenance/Repair, Investigation Supplies, K9 Expense, Law Enforcement Equipment, Office Equipment Repairs, Other Office Equipment, Program Supplies/Equipment, Community Policing Supplies, Radio Supplies
8	Supplies & Equipment Computers & Printers	100.1101.030.6110.090		(30,330)	
9	Supplies & Equipment Maintenance & Repair	100.1101.030.6110.125		(3,000)	
10	Supplies & Equipment Law Enforcement Equipment	100.1101.030.6110.190		(21,260)	
11	Supplies & Equipment Community Policing Supplies	100.1101.030.6110.297		(3,360)	
12	Supplies & Equipment Radio Supplies	100.1101.030.6110.320		(1,475)	
13	Supplies & Equipment Fuel for Incinerator	100.1101.040.6110.135		(3,684)	
14	Supplies & Equipment Spay and Neuter Supplies	100.1101.040.6110.395		(10,800)	
15	Equipment Maintenance Copier Lease	100.1101.030.6130.010		(2,112)	
16	Equipment Maintenance Annual Main Contr	100.1101.030.6130.020		(2,706)	
17	Equipment Maintenance Software Licensing	100.1101.030.6130.060		(11,750)	Surplus in Copier Lease, Equipment Annual Maintenance Contracts, MILES/MDT User Fees, Software Licensing, Software Maintenance Agreements
18	Equipment Maintenance Software Maintenance	100.1101.030.6130.070		(27,988)	
19	Uniforms & Personal Equipment Bullet Proof Vests	100.1101.030.6150.010		(28,879)	
20	Uniforms & Personal Equipment Uniforms	100.1101.700.6150.050		(2,189)	Surplus in Bullet Proof Vests, Uniform Allowance, Uniforms
21	Consulting Services Vet Services Spay & Neuter	100.1101.040.6150.165		(5,225)	Surplus in Vet Services Spay & Neuter

# ITEM 10

22	Building Site Expenses Grounds Maintenance	100.1101.035.6550.020		(1,195)	Surplus in Grounds Maintenance and Electricity
23	Building Site Expenses Grounds Maintenance	100.1101.040.6550.020		(1,714)	
24	Building Site Expenses Electricity	100.1101.035.6550.060		(1,065)	
25	Building Site Expenses Electricity	100.1101.040.6550.060		(5,276)	
<b>Department Name/Number: Emergency Services / 1102</b>			<b>Whole Dollars Only, Round UP to nearest Dollar</b>		
	Account Name	NWS Acct No. (include location if available)	Budget \$ Add	Budget \$ Subtract	Explanation
1	Administrative Expense Dues, Licenses & Subscriptions	100.1102.044.6100.100	2,405		Over expenditure
2	Consulting Services Pre-Employment Drug Testing	100.1102.044.6530.095	2,500		Over expenditure
3	Vehicle Operating Expenses Fuel	100.1102.044.6540.020	5,865		Increased fuel prices
4	Vehicle Operating Expenses Maintenance	100.1102.044.6540.030	3,635		Aging fleet of vehicles and trailers
5	Advertising	100.1102.044.6900.025	250		Increased advertising costs
6	Travel, Training & Expenses Continuing Education	100.1102.044.7000.040		(7,200)	Savings due to COVID and not traveling
7	Travel, Training & Expenses Meeting Conferences Shows	100.1102.044.7000.100		(7,000)	Savings due to COVID and not traveling
8	Uniforms & Personal Equipment	100.1102.044.6150.050		(455)	Budget Savings
<b>Department Name/Number: Fire Marshal / 1104</b>			<b>Whole Dollars Only, Round UP to nearest Dollar</b>		
	Account Name	NWS Acct No. (include location if available)	Budget \$ Add	Budget \$ Subtract	Explanation
1	Vehicle Operating Fuel	100.1104.6540.020	12,350		Increase due to rising fuel costs
2	Vehicle Operating Maintenance	100.1104.6540.030	4,170		Increase due to vehicle age
3	Vehicle Operating Vehicle Equipment	100.1104.6540.060	700		Running boards, jump n carry, rear wheel well
4	Equipment Maintenance Software	100.1104.6130.070	380		Increased software costs
5	Administrative Expenses Dues Subscriptions	100.1104.6100.100		(3,020)	Transfer to cover Vehicle Expenses
6	Travel Training Hazmat	100.1104.7000.010		(14,200)	Transfer to cover Vehicle Expenses
7	Travel Training Meetings Conferences Shows	100.1104.7000.100		(380)	Software Maintenance
<b>Department Name/Number: Maintenance / 1201</b>			<b>Whole Dollars Only, Round UP to nearest Dollar</b>		
	Account Name	NWS Acct No. (include location if available)	Budget \$ Add	Budget \$ Subtract	Explanation
1	Administrative Expenses Dues, Licenses & Subscription	100.1201.6100.100	235		Increased license cost
2	Administrative Expenses Miscellaneous	100.1201.6100.170	148		PPE Masks
3	Uniforms & Personal Equipment	100.1201.6150.050	819		Increased uniform cost
4	Vehicle Operating Expenses Fuel	100.1201.6540.020	6,281		Increased fuel cost
5	Advertising Bid	100.1201.6900.005	921		Increased advertising costs
6	Supplies & Equipment Computers & Printers	100.1201.6110.090		(751)	Budget savings
7	Supplies & Equipment Lawn	100.1201.6110.200		(1,089)	Budget savings
8	Supplies & Equipment Mobile Phones	100.1201.6110.245		(3,383)	Budget savings
9	Supplies & Equipment Radio Supplies	100.1201.6110.320		(2,000)	Budget savings
10	Building Site Expenses Heating Propane	100.1201.6550.120		(1,181)	Budget savings

# ITEM 10

<b>Department Name/Number: Roads / 1202</b>		<b>Whole Dollars Only, Round UP to nearest Dollar</b>		
Account Name	NWS Acct No. (include location if available)	Budget \$ Add	Budget \$ Subtract	Explanation
1 Administrative Expenses Dues, Licenses & Subscription	100.1202.6100.100	153		Increased license cost
2 Equipment Maintenance Roads Management System	100.1202.6130.055	109		Increased cost
3 Vehicle Operating Expenses Equipment Rental	100.1202.6540.010	1,152		Towing Charges Snow Storm
4 Vehicle Operating Expenses Maintenance	100.1202.6540.030	29,801		Increased Maintenance Costs and Needs - \$14,920 remaining as over expenditure
5 Supplies & Equipment Equipment Repair	100.1202.6110.125		(1,627)	Budget savings
6 Supplies & Equipment Safety Program Equip	100.1202.6110.340		(4,101)	Budget savings
7 Supplies & Equipment Salt	100.1202.6110.345		(4,669)	Budget savings
8 Supplies & Equipment Paint & Supplies	100.1202.6110.400		(3,127)	Budget savings
9 Supplies & Equipment Small Equipment	100.1202.6110.390		(562)	Budget savings
10 Road Maintenance Materials Stone	100.1202.6140.030		(12,981)	Budget savings
11 Road Maintenance Materials Bridge Material	100.1202.6140.050		(1,567)	Budget savings
12 Uniforms & Personal Equipment	100.1202.6150.050		(2,581)	Budget savings
<b>Department Name/Number: Public Works / 1203</b>		<b>Whole Dollars Only, Round UP to nearest Dollar</b>		
Account Name	NWS Acct No. (include location if available)	Budget \$ Add	Budget \$ Subtract	Explanation
1 Supplies & Equipment Computers	100.1203.6110.090	813		Unanticipated computer was required
2 Uniforms & Personal Equipment	100.1203.6150.050	98		Increased cost
3 Advertising Bid	100.1203.6900.005	533		Increased advertising costs
4 Advertising Legal Advertisements	100.1203.6900.025	284		Increased advertising costs
5 Building Site Expenses Closed Landfill	100.1203.6550.043		(1,728)	Budget savings
<b>Department Name/Number: Mosquito Control / 1302</b>		<b>Whole Dollars Only, Round UP to nearest Dollar</b>		
Account Name	NWS Acct No. (include location if available)	Budget \$ Add	Budget \$ Subtract	Explanation
1 Travel Training Continuing Education	100.1302.7000.040	95		Increased training cost
2 Uniforms & Personal Equipment	100.1302.6150.050		(95)	Budget savings
<b>Department Name/Number: Health Department / 1301</b>		<b>Whole Dollars Only, Round UP to nearest Dollar</b>		
Account Name	NWS Acct No. (include location if available)	Budget \$ Add	Budget \$ Subtract	Explanation
1 Advertising	100.1301.6900.025	663		Change in how advertising is billed to the department
2 Administrative Expenses	100.1301.6100.010		(663)	Budget savings
<b>Department Name/Number: Recreation / 1601</b>		<b>Whole Dollars Only, Round UP to nearest Dollar</b>		
Account Name	NWS Acct No. (include location if available)	Budget \$ Add	Budget \$ Subtract	Explanation
1 Uniforms & Personal Equipment	100.1601.400.6150.050	550		Funds Needed for Uniforms & Personal Equipment
2 Travel, Training & Continuing Education	100.1601.400.7000.040		(550)	Available funds for Uniforms & Personal Equipment

# ITEM 10

<b>Department Name/Number: Parks / 1602</b>		<b>Whole Dollars Only, Round UP to nearest Dollar</b>		
Account Name	NWS Acct No. (include location if available)	Budget \$ Add	Budget \$ Subtract	Explanation
1 Vehicle Operating Expenses Fuel	100.1602.500.6540.020	11,265		Funds needed to cover vehicle expenses; price of fuel increase and repairs needed on existing vehicles as replacement vehicles were delayed.
Vehicle Operating Expenses Maintenance	100.1602.500.6540.030	987		
2 Building Site Expenses	100.1602.540.6550.170		(16,306)	Building site savings to cover Vehicle Expense
3 Other Equipment Lease	100.1602.500.6130.100		(12,000)	Funds were originally put in the wrong account.
4 Capital Equipment Other	100.1602.500.9010.060	16,054		Funds needed to cover aquisition of 2 year lease on field painting robot.
<b>Department Name/Number: Libraries / 1603</b>		<b>Whole Dollars Only, Round UP to nearest Dollar</b>		
Account Name	NWS Acct No. (include location if available)	Budget \$ Add	Budget \$ Subtract	Explanation
1 Legal Services	100.1603.200.6510.085	410		funds needed for Library Attorney to review policy
2 Office Supplies	100.1603.200.6100.190		(410)	office supply savings to cover legal services
<b>Department Name/Number: Economic Development / 1801</b>		<b>Whole Dollars Only, Round UP to nearest Dollar</b>		
Account Name	NWS Acct No. (include location if available)	Budget \$ Add	Budget \$ Subtract	Explanation
1 Consulting Services	100.1801.6530.040	870		Over expenses for consulting
2 Vehicle Operating Expenses - Fuel	100.1801.6540.020	482		Overages for fuel
3 Building Site Expenses Telephone	100.1801.6550.270	205		Overages for telephone charges
4 Travel Training Expense Meetings/Conferences/Shows	100.1801.7000.100		(1,557)	Savings to cover Phones, fuel, and Consulting overexpenditures
<b>Department Name/Number: Tourism / 1803</b>		<b>Whole Dollars Only, Round UP to nearest Dollar</b>		
Account Name	NWS Acct No. (include location if available)	Budget \$ Add	Budget \$ Subtract	Explanation
1 Administrative Expenses	100.1803.200.6100.010	250		funds needed to cover water
2 Administrative Expense Dues, Licenses, & Subscriptions	100.1803.200.6100.100	328		funs needed to cover dues and subscriptions
3 Administrative Expense Office Supplies	100.1803.200.6100.190	538		funds needed to cover office supplies, ink
4 Supplies & Equipment Special Events Sponsorship	100.1803.200.6110.393		(1,116)	sponsorship savings to cover dues, water, and office supplies
5 Travel, Training, Expense Board Member Allowance	100.1803.200.7000.020	50		funds needed to cover board member over expenditure - raised reimbursement
6 Travel Training Expense Meetings Conferences & Shows	100.1803.200.7000.100	1,399		funds needed to cover over expenditure for shows
7 Travel Training Expense Mileage	100.1803.200.7000.115	83		funds needed to cover mileage overage
8 Advertising Tourism	100.1803.200.6900.055		(1,532)	advertising savings to cover mileage & meetings/shows
9 Building Site Expenses Electricity	100.1803.420.6550.060	1,537		funds needed to cover electric
10 Building Site Expenses Telephone	100.1803.200.6550.270	198		funds needed to cover long distance
11 Advertising Tourism	100.1803.200.6900.055		(1,735)	Savings need to cover electric, telephone
		339,698	(339,698)	



Worcester County Administration

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

TO: Weston Young, Chief Administrative Officer  
FROM: Candace Savage, Budget Officer *CS*  
DATE: October 11, 2022  
SUBJECT: Fiscal Year 2022 Reserve for Assigned Encumbrances

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The Reserve for Encumbrances is required as part of the General Fund annual audit, which would set aside or commit funds for contracts and purchase orders that will be fulfilled in a subsequent fiscal period. During July and August expenses are recorded back to June 30, 2022 and at fiscal year-end, encumbrances still open are accounted for as a reservation of fund balance. I have reviewed the requests from each of the Department and Agency heads for assigned encumbrances and have made some adjustments where needed.

Attached for your review and the County Commissioners approval is the FY2022 encumbrance request detail as outlined below and the total request is \$2,630,080.

Page 2-3 Part A – sub-totals \$2,430,570 and is for approved projects and expenditures. Of that amount \$1,248,387 is related to vehicles that were not received in FY22 and \$132,952 is for the postponement of the primary election.

Page 4 Part B – sub-totals \$194,510. Some items include Library furniture, Sheriff ammunition and the continued carryover of matching funds for rural legacy and conservation projects.

A proposed purchase that exceeds \$25,000 must be reviewed and approved by the Commissioners before being placed out to bid. Expenses of less than \$25,000 could be made administratively by the individual department after soliciting estimates for the most favorable cost to the County.

Attachments

FY2022 BUDGET ENCUMBRANCE REQUEST

A ENCUMBRANCE REQUEST-CURRENTLY APPROVED PROJECTS (UNCOMPLETED AT 6/30/22):

	Department	General Ledger Account No.	Project Description	Remaining funds to Encumber as of 6/30/22	Meeting Date Approved by Commissioners
1	Elections Office	100.1006.6120.050	Poll Expenses Election Cell Phone	925	06/01/21
2	Elections Office	100.1006.6120.060	Election Judge Expenses	108,330	06/01/21
3	Elections Office	100.1006.6120.080	Poll Rent and School Expense	9,000	06/01/21
4	Elections Office	100.1006.6120.120	Voting Machine Suplies	930	06/01/21
5	Elections Office	100.1006.7000.115	Training Travel Expense - Mileage	4,000	06/01/21
6	Elections Office	100.1006.6110.440 100.1006.6110.090	Per SBE requested encumbrance for printing and delivery of ballots and test decks for Primary Election; plus computer replacements	9,767	06/01/21
7	Environmental Programs	100.1010.7180	WS Plan - DBF Contract	71,099	10/01/19
8	Environmental Programs	100.1010.7180	Groundwater Protection Report	10,000	02/02/21
9	Environmental Programs-NR	100.1702.7180	MALPF FY20 cycle matching funds	48,459	01/21/20
10	Environmental Programs-NR	100.1702.7180	Environmental Conservation Services	10,000	02/02/21
11	Environmental Programs	100.1010.9010.010	Ford F150	28,485	11/02/21
12	Sheriff's Office	100.1101.030.6110.190	Supplies & Equipment Law Enforcement Equipment - handguns ordered in FY22 but not yet rec'd	4,290	06/01/21
13	Sheriff's Office	100.1101.030.6540.040	Vehicle Operating Expenses Vehicle Registration - registrations for vehicles ordered in FY22 but not yet rec'd	1,100	06/01/21
14	Sheriff's Office	100.1101.030.6540.050	Vehicle Vehicle Use/Other Areas - labor to outfit vehicles ordered in FY22 but not yet rec'd	56,792	06/01/21
15	Sheriff's Office	100.1101.030.9010.010	Capital Equipment New Vehicles - vehicles ordered in FY22 but not yet rec'd	635,961	11/02/21
16	Sheriff's Office	100.1101.030.9010.020	Capital Equipment Public Safety Equipment - specialized equipment for vehicles ordered in FY22 but not yet rec'd	129,315	06/01/21
17	Emergency Services	100.1102.6110.017	Supplies & Equipment AED Units	5,000	06/01/21
18	Emergency Services	100.1102.6110.325	Supplies & Equipment Radio Equipment	74,905	06/01/21
19	Emergency Services	100.1102.6130.050	Equipment Maintenance Radio Maintenance Contract	199,000	06/01/21
20	Emergency Services	100.1102.9010.020	Capital Equipment Public Safety Equipment	580,000	06/01/21
21	Jail	100.1103.9010.010	New Vehicle	25,725	11/02/21
22	Fire Marshal	100.1104.9010.010	New Replacement Vehicle	37,732	11/02/21
23	Maintenance	100.1201.6110.340	Lighting Installation on New Vehicles	2,000	06/01/21
24	Maintenance	100.1201.6110.420	Outfitting New Vehicles	3,750	06/01/21
25	Maintenance	100.1201.6540.040	New Vehicle Registration Fees	300	06/01/21

# ITEM 11

26	Maintenance	100.1201.9010.010	New Vehicles on order	123,630	11/02/21
27	Maintenance	100.1201.9010.070	Outfitting New Vehicles	1,500	06/01/21
28	Homeowner Convenience	100.1205.9010.060	Compactors	81,000	06/01/21
29	Recycling	100.1206.9010.060	Recycle Bins	27,824	05/03/22
30	Mosquito Control	100.1302.6540.040	Vehicle Registration - New Vehicle Registration	100	6/1/21
31	Mosquito Control	100.1302.9010.010	Capital Equipment New Vehicles - vehicles ordered in FY22 but not yet rec'd	32,396	11/2/21
32	Commission on Aging	100.1401.350.9010.010	Local match for fleet upgrade 3 vehicles	33,393	07/01/21
33	Recreation	100.1601.400.9010.010	New Vehicle	22,450	11/02/21
34	Recreation	100.1601.400.6160.255	Rec Center Storage Project	50,000	07/01/21
35	Parks	100.1602.540.7180	NWAC Parking Lot and Field Upgrades	118,834	07/01/20
36	Parks	100.1602.590.6160.241	Pocomoke Park Development Project	15,000	07/01/20
37	Parks	100.1602.590.7180	Greys Creek Development	41,815	07/01/20
38	Parks	100.1602.500.9010.010	New Vehicles on order	65,600	11/02/21
39	Boat Landings	100.1204.265.6160.244	Pavillion and Bathroom Project	7,500	07/01/21
40	Library	100.1603.200.9010.010	Mobile Library Outreach Vehicle - final payment, expected delivery date is December 2022	48,158	10/5/2021; this project was covered by unspent FY21 funds
41	Tourism	100.1803.200.6900.055	Advertising in FY22 Alyosha	5,500	07/01/21

**Sub-Total Part A: \$ 2,430,570**

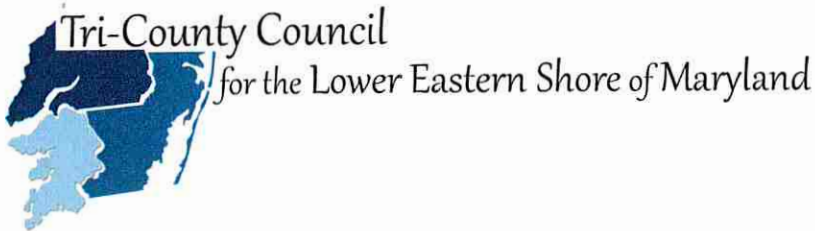
# ITEM 11

**B ENCUMBRANCE REQUEST-OTHER (PLEASE EXPLAIN)**

Department	General Ledger Account No.	Project Description	Encumbrance \$ Request as of 6/30/22	Detailed Description
1 Sheriff's Office	100.1101.030.6150.060	Uniforms & Personal Equipment Ammunition	16,454	Because of availability issues and long lead times, we request encumbrance of remaining FY22 ammunition budget to allow us to procure ammunition as available to maintain necessary inventory levels.
2 Library	100.1603.200.6110.280	Supplies & Equipment Office Furniture	20,000	computer table replacement - Ocean Pines; youth furniture - Snow Hill & OC
3 Library	100.1603.335.6550.090 and 100.1603.310.6550.090	To cover general maintenance projects	15,000	faucet replacement public restrooms - OC, storage tank removal - Pocomoke
4 Circuit Court	100.1002.6550.270	Verizon services	5,493	Charges from Verizon for past fiscal year; currently working with Verizon and County IT to eliminate redundant services and reduce future monthly charges.
5 Circuit Court	100.1002.6100.010	Verizon services	1,007	Charges from Verizon for past fiscal year; currently working with Verizon and County IT to eliminate redundant services and reduce future monthly charges.
6 Natural Resources	100.1702.7180	Environmental Conservation Services	75,780	Remaining matching funds Rural Legacy
7 Natural Resources	100.1702.7180	Malpf Match	65,776	Remaining matching funds Rural Legacy
<b>Sub-Total Part B:</b>			<b>\$ 199,510</b>	

**Total All Parts: \$ 2,630,080**





# ITEM 12

31901 TRI-COUNTY WAY  
SUITE 203  
SALISBURY, MARYLAND 21804  
PHONE: 410-341-8989  
FAX: 410-341-8988  
WWW.LOWERSHORE.ORG

September 20, 2022

Weston Young  
Chief Administrator Officer  
Worcester County  
One West Market Street, Room 1103  
Snow Hill, MD 21863

Dear Mr. Young,

I would like to take this opportunity to thank the Worcester County Commissioners for their service to the Tri-County Council the past year. As we look forward to 2023, it is time to solicit nominations for next year.

### Tri-County Council Full Board

According to the Tri-County Council Bylaws, Article V, Section 9, *"At the end of a term, a member continues to serve until a successor is appointed."* Five Worcester County Commissioners are required to serve. The following Commissioners are currently service:

- Commissioner Ted Elder
- Commissioner Josh Nordstrom
- Commissioner President Joe Mitrecic
- Commissioner Diana Purnell
- Commissioner Bud Church

### Tri-County Council Executive Board

On the 2023 Tri-County Council Executive Board, Worcester County will hold the office of Chair and Third Vice Chair. The following individuals are currently serving on the Executive Board in the following positions:

- Commissioner Ted Elder, First Vice Chair
- Commissioner Josh Nordstrom, Secretary

I would appreciate it if the Worcester County Commission would confirm its give members along with its nominations for the Executive Board. Please contact me with your nominations by Friday, November 18, 2022.

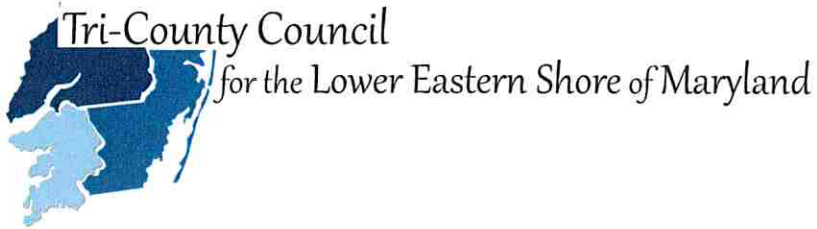
Sincerely,

Gregory Padgham  
Executive Director



Serving Somerset, Wicomico and Worcester Counties





## ITEM 12

31901 TRI-COUNTY WAY  
SUITE 203  
SALISBURY, MARYLAND 21804  
PHONE: 410-341-8989  
FAX: 410-341-8988  
WWW.LOWERSHORE.ORG

### Attachments

- 2023 Tri-County Council Full Board
- 2023 Tri-County Council Executive Board
- Bylaws of the Tri-County Council for the Lower Eastern Shore



Serving Somerset, Wicomico and Worcester Counties



12 - 2

**Tri-County Council for the Lower Eastern Shore of Maryland**

Under the Bylaws of Tri-County Council for the Lower Eastern Shore of Maryland, Article V,  
Section 1: "The members of the organization entitled to vote shall be Five (5) County  
Commissioners of Worcester County."

**2022 Worcester County Voting Members**

Ted Elder – 1<sup>st</sup> Vice Chair

Josh Nordstrom - Secretary

Joe Mitrecic - Member

Diana Purnell - Member

Bud Church - Member

**2023 Worcester County Voting Members**

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Tri-County Council for the Lower Eastern Shore of Maryland

**2022 Executive Board**

John Cannon – Chair, Somerset County

Ted Elder – 1<sup>st</sup> Vice Chair, Wicomico County

Eldon Willing– 2<sup>nd</sup> Vice Chair, Worcester County

Josh Hastings – 3<sup>rd</sup> Vice Chair, Somerset County

Josh Nordstrom – Secretary, Wicomico County

Randy Laird– Treasurer, Worcester County

Senator Mary Beth Carozza – At-Large

Rex Simpkins– Past Chair (Non-Voting), Worcester County

**2023 Executive Board Positions for Nomination**

_____	Chair, Worcester County
_____	1 <sup>st</sup> Vice Chair, Somerset County
_____	2 <sup>nd</sup> Vice Chair, Wicomico County
_____	3 <sup>rd</sup> Vice Chair, Worcester County
_____	Secretary, Somerset County
_____	Treasurer, Wicomico County
Senator Mary Beth Carozza	At-Large
John Cannon	Immediate Past Chair, Wicomico County

Amended 12/10/2009

BYLAWS  
OF  
TRI-COUNTY COUNCIL FOR THE LOWER EASTERN SHORE  
OF MARYLAND

ARTICLE I

Name

The name of the organization shall be Tri-County Council for the Lower Eastern Shore of Maryland, hereby known as the Council, which said organization is a public body politic and corporate of the State of Maryland. Unless otherwise specified in these bylaws, terms used herein that are defined in the Economic Development Article of the Annotated Code of Maryland shall have the meanings specified therein.

ARTICLE II

Purpose

Section 1: The Council is a tax-exempt public body politic and corporate that shall operate as a cooperative regional planning and development agency within the area consisting of Somerset, Wicomico, and Worcester Counties to foster the physical, economic and social development of the Region and utilize effectively the assistance provided by the State or other public or private sources. It shall initiate and coordinate regional plans and projects for the development of human and economic resources of the Lower Shore. It shall also serve as a resource for the three local governments to assist them with developing of grants, conducting research, and other activities deemed appropriate by the Council.

Section 2: The Council shall perform any and all duties as required or any duties which it determines are in the best interest of the Area, as set forth in the Economic Development Article of the Annotated Code of Maryland, as amended.

ARTICLE III

Authority and Relationship to Other Agencies

Section 1: The Council obtains its authority from the public laws of Maryland as set forth in the Economic Development Article of the Annotated Code of Maryland, as amended. The Council will cooperate with any and all State departments and agencies concerned and submit for approval plans and projects of the Council in which such departments or agencies have statutory functions and responsibilities and coordinate with all of the counties. At the request of the County government, the Council may review that County's local plans, proposals for projects, and

ordinances having an impact outside the boundaries of that County and within the Region. The Council also has the authority to:

- (a) Sue and be sued in contract and in tort;
- (b) Complain and defend in all courts;
- (c) Make and enter into all contracts or agreements necessary or incidental to the performance of its duties;
- (d) Borrow money and apply for and accept advances, loans, grants, contributions and any other form of assistance from the federal government, the State, or other public body, or from any sources, public or private; and
- (e) Execute any instruments and perform any acts or things necessary, convenient, or desirable for its purposes or to carry out the powers expressly given in the Economic Development Article of the Annotated Code of Maryland, as amended.

Section 2: The Council shall select and retain its own legal counsel.

Section 3: Notwithstanding Section 2 of this article, the Attorney General of Maryland may serve as legal adviser to the Council in all matters pertaining to the Council's activities.

## ARTICLE IV

### Seal

The corporate seal of the Council shall be in such form and shall have such inscription thereon as the Council may determine.

## ARTICLE V

### Membership

Section 1: The members of the organization entitled to vote shall be as follows:

- (a) Five (5) County Commissioners of Somerset County;
- (b) The County Executive of Wicomico County;
- (c) Four (4) County Councilpersons of Wicomico County;
  - (i) The County Council must provide written notification to the Council prior to its annual meeting as to which members will be serving as voting members for that year.
- (d) Five County Commissioners of Worcester County;
- (e) Three (3) municipal elected officials, one (1) from each County,
  - (i) Appointed by their respective municipal corporations; or
  - (ii) If the municipal corporations located within a County are unable to choose a municipal elected official within a reasonable period of time determined by the Council, The Eastern Shore Municipal Association shall appoint an

- elected municipal official to represent the municipal corporations of that County;
- (f) Members of the General Assembly representing the Region the majority of whose legislative districts are in the Region.
  - (g) Private individuals designated as additional members of the Council by the Executive Board.

Section 2: Other members of the General Assembly representing the Region the majority of whose legislative districts are not in the region, County Commissioners/Councilpersons who are not selected by their respective Counties as voting members, the three (3) County Administrators/Managers, one from each County, and one (1) representative from the Maryland Department of Business and Economic Development or its successors will serve as non-voting members.

Section 3: Other County staff may be added as non-voting members as determined by the Council.

Section 4: Each member of the Council shall be entitled to one (1) vote, except those members specified in Article V, Sections 2 and 3 above, who shall have no vote on any issue to come before the Council.

Section 5: A voting commissioner/councilperson or Wicomico County Executive, as defined in Section 1 a, b c, and d, may designate another commissioner/councilperson or County administrator/manager representing the same County to vote by proxy on behalf of the voting commissioner/councilperson or Wicomico County Executive when the voting commissioner/councilperson or Wicomico County Executive is absent from a meeting.

Section 6: Members of the Council shall serve without compensation.

Section 7: The members of the Council who hold membership by virtue of their elected or appointed positions shall retain their membership on the Council only during their terms of office.

Section 8: Vacancies on the Council by reason of death, resignation, change of residence, or other cause shall be filled for the duration of the term in the same manner as is provided for in the original appointment.

Section 9: At the end of a term, a member continues to serve until a successor is appointed.

Section 10: If a County commission increases its official membership to more than five (5) members, it must provide written notification to the Council prior to the annual meeting of which five (5) members will be serving as voting members for that year.

## ARTICLE VI

### Officers

Section 1: The officers of the organization shall be a Chairman, First Vice-Chairman, Second Vice-Chairman, Third Vice-Chairman, Secretary, and Treasurer who must be selected from among the voting members of the Council.

Section 2: Each Vice-Chairman shall be from a different County.

Section 3: The officers shall be elected for a term of one (1) year at the annual meeting of the council and shall hold office for a one (1) year period or until the next annual meeting. The Chairman may not be re-elected to serve more than one consecutive term.

Section 4: The officers and members of the Executive Board of the Council shall be elected by a majority vote of the voting members of the Council.

Section 4.1: The office of chairman shall rotate annually among the counties. Each year at the annual meeting, the chairman shall be selected from the county holding the office of first vice-chairman during the immediately preceding year.

Section 5: The offices of First, Second, and Third Vice-Chairman shall rotate annually, county by county, according to the following order: in the first year the First, Second, and Third Vice-Chairmen shall be from Somerset, Wicomico, and Worcester counties respectively; in the second year – Wicomico, Worcester, and Somerset; in the third year – Worcester, Somerset, and Wicomico; and beginning with the fourth year the process shall be repeated.

Section 6: The Executive Board shall consist of the officers of the Council, plus one (1) at-large member assuring balanced representation. There will be no more than three (3) representatives from each County on the Executive Board. For the purposes of this Section, County representation is defined as the County's municipal representative, County commissioners/councilpersons, and the Wicomico County Executive. Decisions of the Executive Board shall be subject to the ratification of the full Council.

Section 7: The newly elected officers and Executive Board shall assume their duties upon election at the annual meeting of the Council.

Section 8: The election of the Council officers will occur at the first meeting following the General Election in November. A five (5) member nominating committee made up of three (3) members of the Executive Board and two (2) members of the Council not on the Executive Board will submit a slate of officers at that meeting. Other nominations will be accepted from the floor. Once nominations are complete, elections will be held.

Section 9: The Immediate Past Chairman will be a non-voting member of the Executive Board.



## ARTICLE VII

### Duties of the Council and Its Officers

Section 1: The Council shall establish the general policies and procedures for the organization, adopt the annual budget, elect the officers and Executive Board members, and appoint the Executive Director of the Council.

Section 2: The Chairman Shall preside at all of the meetings of the Council and the Executive Board. The Chairman shall perform all duties pertaining to the office, including the appointment of all standing and special committees, ensuring that those committees consist of a cross-section of the Council's membership.

Section 3: The Vice-Chairmen. In the absence or temporary incapacity of the Chairman, the First Vice-Chairman shall perform the duties and exercise the powers of the Chairman. In the event of the death of the Chairman or his resignation, the First Vice-Chairman shall become the Acting Chairman, performing the duties and exercising the powers of the Chairman until the members of the Council elect a new Chairman. If the remaining term of the Chairman is greater than six (6) months, the remaining members of the Executive Board shall call a special meeting of the Council for the election of a new Chairman. The Second Vice-Chairman and the Third Vice-Chairman shall be succeeding officers to the Chairman's position in the event of incapacity, resignation or death of the Chairman and First Vice-Chairman and shall perform the duties required of the officer whom they succeed.

Section 4: The Treasurer shall receive, or cause to be received, all monies and make all disbursements of funds. The Treasurer shall be accountable for all financial transactions and be responsible for reporting on the financial condition of the Council and the end of the fiscal year. The Treasurer shall maintain all books of account and monies of the Council, have the authority to sign checks issued by the Council, keep and maintain complete and accurate accounts of all receipts and disbursements, and make reports thereof at each meeting. All financial transactions will require signatures from two of the following: Executive Director, Chairman, Treasurer, or one member to be determined by the Executive Board.

Section 5: The Secretary shall take or cause to be taken and keep the minutes of each meeting of the Council and shall have custody of and maintain all records of proceedings of the various meetings, including committee reports and all other official reports of the Council. The Secretary shall maintain a list of all members of the Council and record and keep such other records as may be required.

Section 6: The Executive Board shall have the responsibility for monitoring the implementation of Council policies and procedures by the Executive Director and for recommendation of new policies and procedures for the consideration of the Council as appropriate. The Executive Board shall have additional responsibilities and powers as may be granted to it by the Council.

ARTICLE VIII

Executive Director

Section 1: The Council shall have the power to hire an Executive Director.

Section 2: The Executive Director is the chief administrative, fiscal, and planning officer and regular technical advisor of the Council. Subject to the approval of the Executive Board, the Executive Director may make agreements with local planning agencies and economic development agencies, within the jurisdiction of the Council, with the concurrence of appropriate public officials for temporary transfer or joint use of staff employees and may contract for professional or consultative services from other governmental and private agencies. The Executive Director shall serve as the co-custodian with the Secretary of all minutes of the Council.

Section 3: The Council shall be authorized to pay to the Executive Director an established salary that is commensurate with the responsibilities of the position and contingent upon the Council's funding. The Council shall authorize the Executive Director, in accordance with the law establishing the Council, to hire employees to assist the Executive Director in carrying out the purposes of the Council as set forth in the law establishing the Council and shall authorize the Executive Director to pay established salaries to the employees within the confines of the budget available to the Council.

Section 4: The Executive Board shall designate not more than three (3) of its members to conduct an annual performance evaluation of the Executive Director to determine whether the Executive Director is meeting organizational goals and objectives that have been set by the Council. The Executive Director serves at the pleasure of the Council.

ARTICLE IX

Meetings

Section 1: The Council shall meet at least quarterly, and any special meetings of the Council may be called at the discretion of a simple majority of the Executive Board or of the Chairman of the Council at any time upon giving notice as required herein. The annual meeting of the Council shall be held as close to the beginning of the Council's Fiscal Year as is practical.

Section 2: The Executive Board shall meet as necessary.

Section 3: At all meetings of the Council there shall be a quorum when at least twelve (12) voting members of the Council are present, including at least two (2) voting members from each County. For these purposes, the members from each County are defined as the voting commissioners/councilpersons and Wicomico County Executive, their proxies, and the Counties' municipal representatives.

Section 4: The Secretary shall give written notice to the members at least fourteen (14) days in advance of all meetings of the Council and at least five (5) days in advance of all meetings of the Executive Board if practical.

Section 5: At all meetings of the Executive Board there shall be a quorum when at least four (4) members of the Executive Board are present.

ARTICLE X

Voting

The members shall be entitled to vote as previously stated in Article V entitled “Membership,” and no one shall have more than one (1) vote.

ARTICLE XI

Fiscal Year

The fiscal year of the Council shall begin on the first day of July and end on the thirtieth day of June of the following year.

ARTICLE XII

Independent Audit

Beginning in Fiscal Year 2003, an independent auditor, certified in the State of Maryland, shall be retained to audit the financial records of the Council at the end of the fiscal year, whose report and findings will be presented to the Council at the next quarterly meeting.

ARTICLE XIII

Committees

The Chairman of the Council, with the approval of the Executive Board, may appoint such balanced committees as the work of the Council may from time to time require. The Chairman and the Executive Board have the express authority to appoint such committees without receiving the approval of the full Council, notwithstanding Article VI Section 6 of these bylaws.

ARTICLE XIV

Governing Rules

The rules contained in Robert’s Rules of Order Revised shall govern the organization in all cases to which they are applicable and where they are not inconsistent with these bylaws.

**ARTICLE XV**

**Amendments**

Amendments to these bylaws may be adopted at a meeting of the Council where a quorum is present, two-thirds or more of the voting members present approve the proposed amendments, and notice of the meeting and the text of the proposed amendments has been provided to all voting members of the Council at least fourteen (14) calendar days in advance of the meeting at which approval of the proposed amendments is requested.



OFFICE OF THE  
 COUNTY COMMISSIONERS

## Worcester County

GOVERNMENT CENTER  
 ONE WEST MARKET STREET • ROOM 1103

SNOW HILL, MARYLAND

21863-1195

October 7, 2022

WESTON S. YOUNG, P.E.  
 CHIEF ADMINISTRATIVE OFFICER

ROSCOE R. LESLIE  
 COUNTY ATTORNEY

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

TO: Worcester County Commissioners  
 FROM: Karen Hammer, Administrative Assistant V  
 SUBJECT: Upcoming Board Appointments -Terms Beginning January 1, 2022

Attached, please find copies of the Board Summary sheets for all County Boards or Commissions (7), which have current or upcoming vacancies (15). The annual report for each board is also included. I have circled the members whose terms have expired or will expire on each of these boards.

**President Mitrecic - You have assigned all positions**

**Commissioner Purnell – You have assigned all positions**

**Commissioner Bunting - You have Two (2) position open:**

- David Deutsch - Term Ending - Dec. 21- Ethics Board
- Susan Childs – Resigned – April, 2022 – Commission For Women

**Commissioner Nordstrom - You have assigned all of your positions.**

**Commissioner Church - You have Six (6) positions open:**

- Martin Kwesko - Term Ending - Dec. 21-Water & Sewer Advisory Council, Mystic Harbour
- Richard Jendrek- passed- Water & Sewer Advisory Council, Mystic Harbour
- Bruce Bums -passed- Water & Sewer Advisory Council, Mystic Harbour
- Keith Swanton -Term Ending-Dec. 21- Water & Sewer Advisory Council, West Ocean City
- Elizabeth Rodier -Term Ending-Dec. 21- Commission for Women- Not a Reappointment
- Cam Bunting – Local Development Council Ocean Downs – available and in agreement to be reappointed Berlin - Resident

**Commissioner Elder - You have One (1) position open:**

- Vacancy – Local Development Council Ocean Downs – Snow Hill – Resident

**Commissioner Bertino – You have assigned all positions**

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



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WESTON S. YOUNG, P.E.  
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 DEPUTY CHIEF ADMINISTRATIVE OFFICER  
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 MADISON J. BUNTING, JR.  
 JAMES C. CHURCH  
 JOSHUA C. NORDSTROM  
 DIANA PURNELL

### All Commissioners:

- **(1)-Adult Public Guardianship Board-** (1) Vacancy/Resignation- Dr. Kenneth Widra - Psychiatrist - The Health Department is researching for a suitable candidate for this position.
- **(1) -Drug and Alcohol Abuse Council - 1 Position** - (Passing of Dr. Cragway, Jr., also Knowledgeable of Substance Abuse Treatment), Mr. Orris hopes to have recommendations for The Commissioners later this year, however, if the Commissioners have someone they'd like to appoint, please advise.
- **(4) - At Large position on Local Development Council For the Ocean Downs Casino-4 yr.** Mark Wittmyer (Business-Ocean Pines) Terms Ending-Dec. 21 for (3)- Gee Williams (Church), David Massey (At-Large-Business O.P.), Gary Weber (Resident-Elder-Snow Hill);  
**(1) – LDCODC** – available and in agreement to be reappointed – Cam Bunting-Business, Berlin
- **(3) - Water and Sewer Advisory Council - Mystic Harbour** (Passing of Richard Jendrek and Bruce Burns) (1)-Term Ending-Dec. 21- Martin Kwesko
- **(1)- Water and Sewer Advisory Council- West Ocean City-**(1) Term Endings-Dec. 21 - Keith Swanton
- **(3) - Commission for Women-** Elizabeth Rodier, (Church) does not choose to be reappointed. Resignation of Susan Childs (Bunting) and the resignation of Kris Heiser (Public Safety Department)

**Pending Board Appointments - By Commissioner**

**District 1 - Nordstrom** Thank you! All of your positions are assigned.

**District 2 - Purnell** Thank you! All of your positions are assigned.

**District 3 - Church**

- p. 8 - Local Development Council for Ocean Downs Casino – Cam Bunting (reappoint)
- p. 10 - Water & Sewer - Mystic Harbour - Martin Kwesko
- p. 10 - Water & Sewer - Mystic Harbour - Richard Jendrek
- p. 10 - Water & Sewer - Mystic Harbour - Bruce Burns
- p. 11 - Water and Sewer Advisory Board -West Ocean City - Keith Swanton
- p. 12 - Commission for Women - Elizabeth Rodier

**District 4 - Elder** p. 8 - Local Development Council for Ocean Downs Casino – Vacancy Snow Hill-Resident

**District 5 - Bertino** Thank you! All of your positions are assigned

**District 6 - Bunting**

- p. 9 – Ethics Board – David Deutsch
- p. 12 – Commission For Women – Susan Childs - resigned

**District 7 - Mitrecic**

Thank you! All of your positions are assigned.

**All Commissioners**

**p. 4 (1) – Adult Public Guardianship Board-** (1) Vacancy - Psychiatrist

**p. 6 (1) -Drug and Alcohol Abuse Council - 1 Position** - (Passing of Dr. Cragway, Jr., also Knowledgeable of Substance Abuse Treatment), Mr. Orris hopes to have recommendations for The Commissioners later this year, **however**, if the Commissioners have someone they'd like to appoint, please advise.

**p. 8 (4) - At Large position on Local Development Council For the Ocean Downs Casino-**4 yr. Mark Wittmyer (Business – Ocean Pines) Terms Ending – Dec. 21 for (3) – Gee Williams (Church), David Massey ( At-Large- Business O.P.), Gary Weber (Resident-Snow Hill, Elder)  
(1) – Terms Ending – Available for Reappointment – Cam Bunting 9 At Large- Berlin Business)

**p. 10 (3) - Water and Sewer Advisory Council – Mystic Harbour** (Passing of Richard Jendrek and Bruce Burns) (1) – Term Ending-Dec. 21- Martin Kwesko

**p. 11 (1) - Water and Sewer Advisory Council- West Ocean City** – (1) Term Endings – Dec. 21 – Keith Swanton

**p. 12 (4) – Commission for Women** – Elizabeth Rodier (Church) does not choose to be reappointed. Resignation of Susan Childs (Bunting) and Resignation – Kris Heiser (Public Safety Department)

ADULT PUBLIC GUARDIANSHIP BOARD

Reference: PGL Family Law 14-402, Annotated Code of Maryland

Appointed by: County Commissioners

Function: Advisory  
Perform 6-month reviews of all guardianships held by a public agency.  
Recommend that the guardianship be continued, modified or terminated.

Number/Term: 11/3 year terms  
Terms expire December 31st

Compensation: None, travel expenses (under Standard State Travel Regulations)

Meetings: Semi-annually

Special Provisions: 1 member must be a professional representative of the local department  
1 member must be a physician  
1 member must be a psychiatrist from the local department of health  
1 member must be a representative of a local commission on aging  
1 member must be a representative of a local nonprofit social services organization  
1 member must be a lawyer  
2 members must be lay individuals  
1 member must be a public health nurse  
1 member must be a professional in the field of disabilities  
1 member must be a person with a physical disability

Staff Contact: Department of Social Services - Roberta Baldwin (410-677-6872)

Current Members:

<u>Member's Name</u>	<u>Representing</u>	<u>Years of Term(s)</u>
Dr. Kenneth Widra	Psychiatrist	18-21
Dr. William Greer	Physician	07-10-13-16-19, 19-22
Richard Collins	Lawyer	95-98-01-04-07-10-13-16-19-22
Nancy Howard	Lay Person	*17-19, 19-22
Connie Wessels	Lay Person	*15-16-19, 19-22
Brandy Trader	Non-profit Soc. Service Rep.	*15-17, 17-20, 20-23
LuAnn Siler	Commission on Aging Rep.	17-20, 20-23
Jack Ferry	Professional in field of disabilities	*14-14-17-20, 20-23
Thomas Donoway	Person with physical disability	17-20, 20-23
Roberta Baldwin	Local Dept. Rep. - Social Services	03-06-09-12-15-18-21-24
Melissa Banks	Public Health Nurse	*02-03-06-09-12-15-18-21-24



**ADULT PUBLIC GUARDIANSHIP BOARD**  
(Continued)

## Prior Members:

Dr. Donald Harting  
Maude Love  
Thomas Wall  
Dr. Dorothy Holzworth  
B. Randall Coates  
Kevin Douglas  
Sheldon Chandler  
Martha Duncan  
Dr. Francis Townsend  
Luther Schultz  
Mark Bainum  
Thomas Mulligan  
Dr. Paul FloryBarbara Duerr  
Craig Horseman  
Faye Thornes  
Mary Leister  
Joyce Bell  
Ranndolph Barr  
Elsie Briddell  
John Sauer  
Dr. Timothy Bainum  
Ernestine Bailey  
Terri Selby (92-95)  
Pauline Robbins (92-95)  
Darryl Hagey  
Dr. Ritchie Shoemaker (92-95)  
Barry Johansson (93-96)  
Albert Straw (91-97)  
Nate Pearson (95-98)  
Dr. William Greer, III (95-98)  
Rev. Arthur L. George (95-99)  
Irvin Greene (96-99)  
Mary Leister (93-99)  
Otho Aydelotte, Jr. (93-99)  
Shirley D'Aprix (98-00)  
Theresa Bruner (91-02)  
Tony Devereaux (93-02)  
Dr. William Krone (98-02)  
David Hatfield (99-03)  
Dr. Kimberly Richardson (02-03)  
Ina Hiller (91-03)  
Dr. David Pytlewski (91-06)  
Jerry Halter (99-06)  
Dr. Glenn Arzadon (04-07)  
Madeline Waters (99-08)  
Mimi Peuser (03-08)  
Dr. Gergana Dimitrova  
(07-08)Carolyn Cordial (08-13)  
June Walker (02-13)  
Bruce Broman (00-14)  
Lori Carson (13-14)

## Since 1972

Pattie Tingle (15-16)  
The Rev. Guy H. Butler  
(99-17)Debbie Ritter (07-17)  
Dean Perdue (08-17)  
Dr. Dia Arpon \*(10-18)

Reference: PGL Health-General, Section 8-1001

Appointed by: County Commissioners

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

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

Compensation: None

Meetings: As Necessary

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

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

Current Members:

<u>Name</u>	<u>Representing</u>	<u>Years of Term(s)</u>
	<b><u>At-Large Members</u></b>	
Eric Gray (Christina Purcell)	Substance Abuse Treatment Provider	*15-18, 18-22
Sue Abell-Rodden	Recipient of Addictions Treatment Services	10-14-18, 18-22
Colonel Doug Dods	Knowledgeable on Substance Abuse Issues	04-10 (adv)-14-18-22
Jaclyn Sturgis	Knowledgeable on Substance Abuse Issues	*22-23
Jim Freeman, Jr.	Knowledgeable on Substance Abuse Issues	04-11-15, 15-19, 19-23
Mimi Dean	Substance Abuse Prevention Provider	*18-19, 19-23
Kim Moses	Knowledgeable on Substance Abuse Issues	08-12-16-20, 20-24
Dr. Roy W. Cragway, Jr.	Knowledgeable on Substance Abuse Issues	*17-20, 20-24
Rev. James Jones	Knowledge of Substance Abuse Issues	*21-25
Tina Simmons	Knowledge of Substance Abuse Treatment	21-25

**Ex-Officio Members**

Rebecca Jones	Health Officer	Ex-Officio, Indefinite
Roberta Baldwin	Social Services Director	Ex-Officio, Indefinite
Spencer Lee Tracy, Jr.	Juvenile Services, Regional Director	Ex-Officio, Indefinite
Trudy Brown	Parole & Probation, Regional Director	Ex-Officio, Indefinite
Kris Heiser	State's Attorney	Ex-Officio, Indefinite
Burton Anderson	District Public Defender	Ex-Officio, Indefinite
Sheriff Matt Crisafulli	County Sheriff	Ex-Officio, Indefinite
William Gordy (Eloise Henry Gordy)	Board of Education President	Ex-Officio, Indefinite
Diana Purnell	County Commissioners	Ex-Officio, Indefinite
Judge Brian Shockley (Jen Bauman)	Circuit Court Administrative Judge	Ex-Officio, Indefinite
Judge Gerald Purnell (Tracy Simpson)	District Court Administrative Judge	Ex-Officio, Indefinite
Donna Bounds	Warden, Worcester County Jail	Ex-Officio, Indefinite

## Advisory Members

Lt. Earl W. Starner	Maryland State Police	Since 2004
Charles "Buddy" Jenkins	Business Community - Jolly Roger Amusements	
Chief Ross Buzzuro (Lt. Rick Moreck)	Ocean City Police Dept.	
Leslie Brown	Hudson Health Services, Inc.	
James Mcquire, P.D.	Health Care Professional - Pharmacist	Since 2018
Shane Ferguson	Wor-Wic Community College Rep.	Since 2018
Jessica Sexauer, Director	Local Behavioral Health Authority	Since 2018

## Prior Members:

Since 2004

Vince Gisriel	Peter Buesgens
Michael McDermott	Aaron Dale
Marion Butler, Jr.	Garry Mumford
Judge Richard Bloxom	Sharon Smith
Paula Erdie	Jennifer Standish
Tom Cetola	Karen Johnson (14-17)
Gary James (04-08)	Rev. Bill Sterling (13-17)
Vickie Wrenn	Kat Gunby (16-18)
Deborah Winder	William McDermott
Garry Mumford	Sheriff Reggie Mason
Judge Theodore Eschenburg	Colleen Wareing ( *06-19)
Andrea Hamilton	Rev. Matthew D'Amario(*18-21)
Fannie Birkhead	Donna Nordstron *(19-21)
Sharon DeMar Reilly	Jennifer LaMade (*12-22)
Lisa Gebhardt	
Jenna Miller	
Dick Stegmaier	
Paul Ford	
Megan Griffiths	
Ed Barber	
Eloise Henry-Gordy	
Lt. Lee Brumley	
Ptl. Noal Waters	
Ptl. Vicki Fisher	
Chief John Groncki	
Chief Arnold Downing	
Frank Pappas	
Captain William Harden	
Linda Busick (06-10)	
Sheriff Chuck Martin	
Joel Todd	
Diane Anderson (07-10)	
Joyce Baum (04-10)	
James Yost (08-10)	
Ira "Buck" Shockley (04-13)	
Teresa Fields (08-13)	
Frederick Grant (04-13)	
Doris Moxley (04-14)	
Commissioner Merrill Lockfaw	
Kelly Green (08-14)	
Sheila Warner - Juvenile Services	
Chief Bernadette DiPino - OCPD	
Chief Kirk Daugherty -SHPD	
Mike Shamburek - Hudson Health	
Shirleen Church - BOE	
Tracy Tilghman (14-15)	
Marty Pusey (04-15)	
Debbie Goeller	

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

**ITEM 13**

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

Appointed by: County Commissioners

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

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

Compensation: None

Meetings: At least semi-annually

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

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

**Current Members:**

<u>Member's Name</u>	<u>Nominated By</u>	<u>Represents/Resides</u>	<u>Years of Term(s)</u>
Mark Wittmyer	At-Large	Business - Ocean Pines	15-19
Gee Williams °	Dist. 3 - Church	Resident - Berlin	09-13-17, 17-21
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
Mary Beth Carozza	Indefinite	Maryland Senator	14-18, 18-22
Wayne A. Hartman	Indefinite	Maryland Delegate	18-22
Charles Otto	Indefinite	Maryland Delegate	14-18, 18-22
Roxane Rounds	Dist. 2 - Purnell	Resident - Berlin	*14-15-19, 19-23
Michael Donnelly	Dist. 7 - Mitrecic	Resident - Ocean City	*16-19, 19-23
Steve Ashcraft	Dist. 6 - Bunting	Resident - Ocean Pines	*19-20, 20-24
Gary Weber	Dist. 4 - Elder	Resident - Snow Hill	*19-20, 20-24
Mayor Rick Meehan °	At-Large	Business - Ocean City	*09-12-16-20-24
Bob Gilmore	Dist. 5 - Bertino	Resident - Ocean Pines	*19-21, 21-25
Matt Gordon	Dist. 1 - Nordstrom	Resident - Pocomoke	19-22, 22-26

**Prior Members:**

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)

**Since 2009**

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)

**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 31<sup>st</sup>

Compensation: \$100 per meeting

Meetings: As Necessary

Special Provisions:

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

Current Members:

<u>Member's Name</u>	<u>Nominated By</u>	<u>Resides</u>	<u>Years of Term(s)</u>
David Deutsch	D-6, Bunting	Ocean Pines	17-21
Mickey Ashby	D-1, Nordstrom	Pocomoke	14-18, 18-22
Frank Knight	D-7, Mitrecic	Ocean City	*14-19, 19-23
Judy Giffin	D-5, Bertino	Ocean Pines	*21-24
Joseph Stigler	D-4, Elder	Berlin	16-20, 20-24
Bruce Spangler	D-3, Church	Berlin	*02-05-09-13-17-21-25
Iola Tariq	D-2, Purnell	Berlin	*22-26

Prior Members: (Since 1972)

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

**WATER AND SEWER ADVISORY COUNCIL  
MYSTIC HARBOUR SERVICE AREA**

Reference: County Commissioners' Resolutions of 11/19/93 and 2/1/05

Appointed by: County Commissioners

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

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

Compensation: \$100.00/meeting

Meetings: Monthly or As-Needed

Special Provisions: Must be residents of Mystic Harbour Service Area

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

Current Members:

<u>Member's Name</u>	<u>Resides</u>	<u>Years of Term(s)</u>
Martin Kwesko	Mystic Harbour	13-17, 17-21
Richard Jendrek <sup>C</sup>	Bay Vista I	05-10-14-18, 18-22
Matthew Kraeuter	Ocean Reef	19-22
Joseph Weitzell <sup>C</sup>	Mystic Harbour	05-11-15-19, 19-23
Bruce Burns	Deer Point	19-23
David Dypsky	Teal Marsh Center	*10-12-16, 16-20, 20-24
Stan Cygam	Whispering Woods	*18-20, 20-24

Prior Members: (Since 2005)

John Pinnero <sup>C</sup> (05-06)	Carol Ann Beres (14-18)
Brandon Phillips <sup>C</sup> (05-06)	Bob Hunt (*06-19)
William Bradshaw <sup>C</sup> (05-08)	
Buddy Jones (06-08)	
Lee Trice <sup>C</sup> (05-10)	
W. Charles Friesen <sup>C</sup> (05-13)	
Alma Seidel (08-14)	
Gerri Moler (08-16)	
Mary Martinez (16-18)	

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

Reference: County Commissioners' Resolution of November 19, 1993

Appointed by: County Commissioners

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

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

Compensation: \$100.00/Meeting

Meetings: Monthly

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

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

Current Members:

<u>Member's Name</u>	<u>Resides/Ratepayer of</u>	<u>Terms (Years)</u>
Keith Swanton	West Ocean City	13-17, 17-21
Deborah Maphis	West Ocean City	95-99-03-07-11-15-19, 19-23
Gail Fowler	West Ocean City	99-03-07-11-15-19,19-23
Blake Haley	West Ocean City	*19-20, 20-24
Todd Ferrante	West Ocean City	13-17-21-25

Prior Members: (Since 1993)

Eleanor Kelly<sup>c</sup> (93-96)                      Andrew Delcorro (\*14-19)

John Mick<sup>c</sup> (93-95)

Frank Gunion<sup>c</sup> (93-96)

Carolyn Cummins (95-99)

Roger Horth (96-04)

Whaley Brittingham<sup>c</sup> (93-13)

Ralph Giove<sup>c</sup> (93-14)

Chris Smack (04-14)

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 (3<sup>rd</sup> 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: Tamara White and Coleen Colson, 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>
Elizabeth Rodier	D-3, Church	Bishopville	18-21
Mary E. (Liz) Mumford	At-Large	W. 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
Tamara White	D-1, Nordstrom	Pocomoke City	17-20, 20-23
Kris Heiser	Public Safety – State Attorney Office		21-24 Resigned
Susan Childs	D-6, Bunting	Berlin	21-24
Terri Shockley	At-Large	Snow Hill	17-20, 20-23
Laura Morrison	At-Large	Pocomoke	*19-20, 20-23
Crystal Bell, MPA	Health Department		*22-23
Vanessa Alban	D-5, Bertino	Ocean Pines	17-20, 20-23
Dr. Darlene Jackson- Bowen	D-2, Purnell	Pocomoke	*19-21, 21-24
Kimberly List	D-7, Mitrecic	Ocean City	18- 21, 21-24
Gwendolyn Lehman	At-Large	OP, Berlin	*19-21, 21-24

Prior Members: Since 1995

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



## 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)	Bess Cropper (15-19)
Merilee Horvat (06-09)	Kelly Riwniak *(19-20)
Jody Falter (06-09)	Kelly O'Keane (17-22)
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)	



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

TO: The Daily Times Group and The Ocean City Today Group
FROM: Candace Savage, Budget Officer
DATE: September 21, 2022
SUBJECT: Worcester County Public Hearing Notice – Bill 22-18

Please print the attached Public Hearing Notice in The Daily Times/Worcester County Times/Ocean Pines Independent and Ocean City Digest/Ocean City Today on September 29, 2022 and October 6, 2022. Thank you.

NOTICE OF INTRODUCTION OF BILL 22-18
Zoning-Food Waste Composting Facilities
WORCESTER COUNTY COMMISSIONERS

Take Notice that Bill 22-18 (Zoning – Food Waste Composting Facilities) was introduced by Commissioners Bertino, Bunting, Church, Mitrecic, Nordstrom and Purnell on September 20, 2022.

A fair summary of the bill is as follows:

- § ZS 1-103(b). (Adds definitions related to Food Waste Composting Facilities.)
§ ZS 1-201(c)(33). (Renumbers the existing subsection 33 to subsection 34 and adds this new subsection to permit, by special exception in the A-1 Agricultural District, food waste composting systems in accordance with the provisions of § ZS 1-329.)
§ ZS 1-202(c)(43). (Renumbers the existing subsection 43 to subsection 44 and adds this new subsection to permit, by special exception in the A-2 Agricultural District, food waste composting systems in accordance with the provisions of § ZS 1-329.)
§ ZS 1-212(c)(14). (Renumbers the existing subsection 14 to subsection 15 and adds this new subsection to permit, by special exception in the I-1 Light Industrial District, food waste composting systems in accordance with the provisions of § ZS 1-329.)
§ ZS 1-213(c)(10). (Renumbers the existing subsection 10 to subsection 11 and adds this new subsection to permit, by special exception in the I-2 Heavy Industrial District, food waste composting systems in accordance with the provisions of § ZS 1-329.)
§ ZS 1-329. (Repeals and reenacts this section to add standards for “Food Waste Composting Facilities” while retaining the existing standards for Solid Waste Disposal Sites.)

The Commissioners will hold a:

PUBLIC HEARING
on
Tuesday, October 18, 2022
at 10:30 A.M.
in the
County Commissioners Meeting Room
Room 1101 - Government Center
One West Market Street
Snow Hill, Maryland 21863

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. A full copy of the bill is available on the County Website at www.co.worcester.md.us.

THE WORCESTER COUNTY COMMISSIONERS

APPROVED

WSY 09/20/22



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: Weston S. Young, P.E., Chief Administrative Officer
From: Jennifer K. Keener, AICP, Director JKK
Date: September 6, 2022
Re: Request for Introduction and Scheduling of a Public Hearing - Text Amendment Application to:

- (1) Amend the text of the Zoning Ordinance to allow "Food Waste Composting Facilities" by Special Exception in the A-1 and A-2 Agricultural Districts, the I-1 Light Industrial District and the I-2 Heavy Industrial District;
(2) Amend the text of §ZS 1-103(b) Definitions to add definitions related to Food Waste Composting; and
(3) Amend the text of §ZS 1-329 Solid Waste Disposal Sites to add standards for Food Waste Composting.

\*\*\*\*\*

I am requesting that the Worcester County Commissioners consider the introduction of a proposed text amendment at their next meeting that would revise several sections of the zoning ordinance to allow "food waste composting facilities" as listed above. If introduced, a draft notice for the required public hearing is attached for your use.

The Department received and processed the text amendment application submitted by Garvey Heiderman of Ocean Compost and The Hobbit Restaurant. The amendment would allow for two types of these facilities - an "agricultural food waste composting facility" where food waste is composted and used on land in agricultural use; and a "commercial food waste composting facility" that also allows the sale of the composted food waste to the public. The commercial facilities have more stringent requirements than the agricultural ones.

The proposed text amendment was reviewed by the Planning Commission at its meeting on September 1, 2022. Following discussion, the Planning Commission gave a favorable recommendation to the text amendment application as submitted. Attached herewith, along with the draft notice separately in a Word document so that it can be modified, you will find a copy of the entire text amendment file, which includes the draft amendment in bill form.

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

**Attachments**

**cc: Gary Pusey, Deputy Director**

COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND

BILL 22-

BY:  
INTRODUCED:

A BILL ENTITLED

AN ACT Concerning

Zoning – Food Waste Composting Facilities

For the purpose of amending the Zoning and Subdivision Control Article to add definitions of agricultural and commercial food waste composting facilities and related terms, to provide specific development standards for these facilities, and to allow these uses only after the granting of a Special Exception by the Board of Zoning Appeals in the A-1 and A-2 Agricultural Districts, the I-1 Light Industrial District, and the I-2 Heavy Industrial District.

Section 1. BE IT ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that Subsection § ZS 1-103(b) of the Zoning and Subdivision Control Article of the Code of Public Local Laws of Worcester County, Maryland be amended by the addition of the following definitions, to read as follows:

COMPOSTING – The controlled aerobic biological decomposition of organic waste material to yield a nuisance-free, humus-like product.

COMPOSTING FACILITY - An area of land, structures, and/or facility where composting takes place.

COMPOSTING, IN SUPPORT OF – Activities and the means used to conduct any phase of composting, including but not limited to feedstock receipt, feedstock storage, active composting, curing, compost storage, composting equipment storage or maintenance, or storage of any solid waste or non-compostable materials.

FOOD WASTE – Source-separated organics from residential curbside or drop-off programs and non-residential sources, including pre-consumer and post-consumer food scraps and non-recyclable paper, but not including residuals from industrial food processing.

FOOD WASTE COMPOSTING FACILITY, AGRICULTURAL - An area of land and/or structures where food waste is composted for use in conjunction with a bona fide agricultural activity.

FOOD WASTE COMPOSTING FACILITY, COMMERCIAL – An area of land and/or structures where food waste is composted for sale. The composted product may also be used on the property in conjunction with a bona fide agricultural activity.

Section 2. BE IT FURTHER ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that existing Subsection § ZS 1-201(c)(33) of the Zoning and Subdivision Control Article of the Code of Public Local Laws of Worcester County, Maryland be renumbered as Subsection § ZS 1-201(c)(34) and a new Subsection § ZS 1-201(c)(33) be enacted to read as follows:

(33) Food waste composting facilities in accordance with § ZS 1-329 hereof.

Section 3. BE IT FURTHER ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that existing Subsection § ZS 1-202(c)(43) of the Zoning and Subdivision Control Article of the Code of Public Local Laws of Worcester County, Maryland be renumbered as Subsection § ZS 1-202(c)(44) and a new Subsection § ZS 1-202(c)(43) be enacted to read as follows:

(43) Food waste composting facilities in accordance with § ZS 1-329 hereof.

Section 4. BE IT FURTHER ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that existing Subsection § ZS 1-212(c)(14) of the Zoning and Subdivision Control Article of the Code of Public Local Laws of Worcester County, Maryland be renumbered as Subsection § ZS 1-212(c)(15) and a new Subsection § ZS 1-212(c)(14) be enacted to read as follows:

(14) Food waste composting facilities in accordance with § ZS 1-329 hereof.

Section 5. BE IT FURTHER ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that existing Subsection § ZS 1-213(c)(10) of the Zoning and Subdivision Control Article of the Code of Public Local Laws of Worcester County, Maryland be renumbered as Subsection § ZS 1-213(c)(11) and a new Subsection § ZS 1-213(c)(10) be enacted to read as follows:

(10) Food waste composting facilities in accordance with § ZS 1-329 hereof.

Section 6. BE IT FURTHER ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that existing § ZS 1-329 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:

§ ZS 1-329. Solid waste disposal sites AND FOOD WASTE COMPOSTING FACILITIES.

Section 7. BE IT FURTHER ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that existing Subsection § ZS 1-329(a) of the Zoning and Subdivision Control Article of the Code of Public Local Laws of Worcester County, Maryland be repealed and reenacted to read as follows:

- (a) Conformance with Title. No site shall be developed as a solid waste disposal site OR FOOD WASTE COMPOSTING FACILITY and no existing solid waste disposal site OR FOOD WASTE COMPOSTING FACILITY shall be enlarged, altered or changed in use except in conformity with the provisions of this Title.

Section 8. BE IT FURTHER ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that existing Subsection § ZS 1-329(b) 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:

- (b) Additional conditions FOR SOLID WASTE DISPOSAL SITES. In addition to the provisions contained in other parts of this Title, the following shall apply to such sites:

Section 9. BE IT FURTHER ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that a new Subsection § ZS 1-329(c) be enacted to read as follows:

- (c) Additional conditions for food waste composting facilities. In addition to the provisions contained in other parts of this Title, the following shall apply to such sites:

- (1) Lot requirements. The minimum lot requirements shall be: lot area five acres; and lot width, two hundred feet.

- (2) Setbacks and separation distances.

- A. Except where a greater setback is required by the Board of Zoning Appeals, local, state, or federal law or regulations, activities in support of composting may not be located closer than:

- 1. Front yard setback, fifty feet [see § ZS 1-305(b) hereof]; each side yard setback, fifty feet; and rear yard setback, fifty feet.
- 2. One hundred feet to a domestic well.
- 3. One hundred feet to any intermittent or perennial stream, lake, or other body of water except an impoundment for use in the composting process.

- B. There shall be a minimum separation distance of three hundred feet from activities in support of composting to the nearest existing or permitted residential structure on an adjacent parcel.

- C. A composting facility shall not be located in a special flood hazard area as designated on the official Flood Insurance Rate Maps (FIRMs).
- (3) Standards for agricultural food waste composting facilities.
- A. Composting operations shall not cause undue damage to any public road and its associated drainage system beyond that which may be reasonably expected to occur from ordinary traffic on that roadway.
  - B. The entrance to the property from the roadway must be secured by a chain, gate, cable or other appropriate means in order to prohibit vehicular access, except during hours of operation. During hours of operation, the entrance must be properly marked with "Truck Entrance" caution signs. Any internal travelway shall be of adequate length to prevent truck traffic from stopping or parking on a public road right-of-way.
  - C. Structures and outdoor storage of materials and debris shall be screened from public road rights-of-way and adjacent residential uses by vegetation, walls or fences.
  - D. All perimeter property lines shall be screened in accordance with § ZS 1-322 hereof or by an acceptable alternative as determined by the Board of Zoning Appeals.
  - E. Prior to the issuance of a certificate of use and occupancy, copies of all State of Maryland permits must be submitted to the Department so that any conditions placed on the state-issued permits can be incorporated into the conditions under which the certificate of use and occupancy is issued. In addition, any conditions placed on renewed permits shall also be submitted in order to determine if they should also be made conditions of the County approval.
  - F. The facility operator shall certify the annual tonnage of food waste that has been diverted from the solid waste stream. The report shall be provided to the Worcester County Department of Public Works on or before October 1 of each year.
  - G. The composting operations shall comply with all applicable federal and state laws and regulations. In the event of conflict between these laws and regulations, the most restrictive legally applicable law or regulation shall apply.



- H. The operator shall control and contain dust and other particulates to prevent visible emissions from crossing the boundary of the property.
- (4) Standards for commercial food waste composting facilities. In addition to the provisions of § ZS 1-329(c)(3) hereof, the following standards shall apply to commercial food waste composting facilities:
- A. All commercial food waste composting facilities shall be located such that they have direct access, without traveling on any public road right-of-way, to an arterial highway or collector highway as defined in § ZS 1-326 hereof. A traffic impact analysis may be required to ensure that adequate highway capacity, traffic congestion, and traffic safety measures are addressed. Prior to the issuance of any certificate of use and occupancy under this Subtitle for a compost facility, the owner and operator shall provide a satisfactory bond or guaranty to the County Commissioners to ensure that any undue damage to the public road or its associated drainage system is repaired to the satisfaction of the County.
  - B. All points of access to a public road from the site shall at a minimum be designed in accordance with the County's standards for commercial entrances with regard to acceleration and deceleration lanes. Additionally, the areas on either side of the access point to the public road right-of-way shall be cleared of vegetation, debris, etc. in order to provide adequate line-of-sight for vehicles traveling on the public road right-of-way as well as for vehicles utilizing the access point.
  - C. Commercial food waste composting facilities shall be subject to the requirements of § ZS 1-325 hereof.
  - D. Off-street parking shall be provided in accordance with § ZS 1-320 hereof consistent with the agritourism facilities use category.
- (5) Review procedure.
- A. In conjunction with an application for a special exception, the applicant shall prepare a site plan meeting the requirements of § ZS 1-116(d)(2) hereof for submission to the Board of Zoning Appeals for its review.
  - B. In addition, the applicant shall submit the following:
    - 1. A composting facility operation plan that includes:

- i. A description of the type and quantities of the materials to be accepted;
- ii. Procedures utilized to determine whether unacceptable materials are received, and the procedures that will be followed in the event unacceptable materials are received;
- iii. Composting method and equipment to be used;
- iv. The maximum quantity of feedstocks to be accepted on an annual basis;
- v. The maximum quantity of finished compost to be produced on an annual basis;
- vi. The maximum height, width and spacing of piles;
- vii. Truck access and frequency of trips;
- viii. Days and hours of operation;
- ix. Measures to be taken to protect the public; and
- x. Any other information necessary to adequately understand the operation.

2. A nuisance plan that addresses the methods to prevent and control dust, odors, rodents, insects and other pests at the facility and a complaint response protocol.

Section 10. 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 \_\_\_\_\_, 2022.

ATTEST:

COUNTY COMMISSIONERS OF  
WORCESTER COUNTY, MARYLAND

\_\_\_\_\_  
Weston S. Young  
Chief Administrative Officer

\_\_\_\_\_  
Joseph M. Mitrecic, President

\_\_\_\_\_  
Theodore J. Elder, Vice President

\_\_\_\_\_  
Anthony W. Bertino, Jr., Commissioner

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Madison J. Bunting, Jr., Commissioner

---

James C. Church, Commissioner

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Joshua C. Nordstrom, Commissioner

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Diana Purnell, Commissioner



DEPARTMENT OF  
DEVELOPMENT REVIEW AND PERMITTING

**Worcester County**

GOVERNMENT CENTER  
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SNOW HILL, MARYLAND 21863  
TEL: 410.632.1200 / FAX: 410.632.3008  
[www.co.worcester.md.us/drp/drpindex.htm](http://www.co.worcester.md.us/drp/drpindex.htm)

DATA RESEARCH DIVISION  
CUSTOMER SERVICE DIVISION  
TECHNICAL SERVICES DIVISION

ZONING DIVISION  
BUILDING DIVISION  
ADMINISTRATIVE DIVISION

MEMORANDUM

To: Jennifer K. Keener, AICP, Director  
From: Gary Pusey, Deputy Director  
Date: September 2, 2022  
Re: Planning Commission Recommendation - Text Amendment Application for Food Waste Composting Facilities

\*\*\*\*\*

The purpose of this memo is to forward the Planning Commission’s comments and recommendation regarding a text amendment application submitted by Garvey Heiderman, owner of Ocean Compost and The Hobbit Restaurant. The proposed amendment would allow “food waste composting facilities” in certain districts and subject to specific standards, as described in more detail below. The Planning Commission reviewed this request at its meeting on September 1, 2022.

The amendment would allow “food waste composting facilities” by Special Exception from the Board of Zoning Appeals in the A-1, A-2, I-1 and I-2 zoning districts. As proposed, there are two types of these facilities – (1) an “agricultural” food waste composting facility and (2) a “commercial” food waste composting facility. For agricultural facilities, composting would take place on a property actively involved in agriculture, and the composted material would be used on that same property. For commercial facilities, food waste would be composted for sale to the public.

Both types of facilities would be subject to certain standards, including a five (5) acre minimum lot size; expanded setbacks; a 300’ separation distance between composting activities and a residence on an adjacent parcel; and the required submittal of an operations plan (detailing the type and quantity of material to be accepted, days and hours of operation, etc.) and a nuisance plan (explaining how dust, odors and other possible adverse effects would be controlled).

Commercial facilities would have additional requirements. These include being restricted to locating on an arterial or collector highway as defined in the County Code; obtaining site plan approval; and providing a financial guaranty to the County to repair road or drainage system damage attributed to the composting facility.

As part of the application, definitions would be added to the zoning ordinance that are related to composting facilities and clearly define what is being regulated. For example, the “composting” definition restricts the process used in these facilities to aerobic as opposed to anaerobic, as anaerobic facilities can generate byproducts that can be objectionable to nearby properties.

Finally, the proposed amendment clearly refers to only food waste facilities, and not other types of composting operations that utilize materials that also could be objectionable, such as poultry manure or residuals from industrial food processing.

The Planning Commission reviewed the proposed text amendment at its meeting on September 1, 2022. In addition to testimony from the applicant and the information contained in the staff report, the Commission was provided with a letter of support that was submitted by the Assateague Coastal Trust. After discussion, the Planning Commission gave a unanimous favorable recommendation to the text amendment application as submitted.

A copy of the staff report including the application and the letter of support from the Assateague Coastal Trust is attached, as is a draft bill.

Should you have questions or require additional information, please let me know. Thanks!

Attachments



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DEVELOPMENT REVIEW AND PERMITTING

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ZONING DIVISION  
BUILDING DIVISION  
ADMINISTRATIVE DIVISION

DATA RESEARCH DIVISION  
CUSTOMER SERVICE DIVISION  
TECHNICAL SERVICES DIVISION

MEMORANDUM

To: Worcester County Planning Commission

From: Gary Pusey, Deputy Director *GP*

Date: August 24, 2022

Re: Text Amendment Application - "Food Waste Composting Facilities" -

- (1) Amend the text of the Zoning Ordinance to allow "Food Waste Composting Facilities" by Special Exception in the A-1 and A-2 Agricultural Districts, the I-1 Light Industrial District and the I-2 Heavy Industrial District;
- (2) Amend the text of §ZS 1-103(b) Definitions to add definitions related to Food Waste Composting; and
- (3) Amend the text of §ZS 1-329 Solid Waste Disposal Sites to add standards for Food Waste Composting

\*\*\*\*\*

With the Staff's assistance, Garvey Heiderman has submitted the attached text amendment application to add a new use of "food waste composting facilities" as a Special Exception (SE) in the A-1, A-2, I-1 and I-2 Districts. The amendment will also add development standards and definitions for these facilities and related terms.

Mr. Heiderman, owner of Ocean Compost and The Hobbit Restaurant, has been operating under a transient use SE approved by the Board of Zoning Appeals (BZA) to allow compost operations of restaurant food waste in the A-1 District at a property on St. Martins Neck Road for the last two years. Transient uses may be permitted for one year with an additional one year extension, and the approval for his current operation will expire this Fall and cannot be extended.

As noted, DRP Staff, and in particular Jennifer Keener, Director, assisted Mr. Heiderman with the proposed amendment. Input was also received from the County's Public Works Department, and Roscoe Leslie, County Attorney and Planning Commission Attorney. Comments provided by the Director and Kristen Tremblay, Zoning Administrator, are attached and summarized in the "Discussion" section below.

As is the case with all text amendment applications, the Planning Commission reviews the request and makes a recommendation to the County Commissioners. If at least one County

Commissioner is willing to introduce the amendment as a bill, then a Public Hearing date will be set for the Commissioners to obtain public input prior to acting on the request.

### DISCUSSION

For this application, two separate food waste composting facilities are addressed: (1) “agricultural food waste composting facilities” and (2) “commercial food waste composting facilities.”

An “agricultural” facility would accept food waste for on-site composting for use on an agricultural property and in conjunction with a bona fide agricultural activity; a “commercial” facility would accept food waste for composting for sale to the general public, and the composted material could also be applied on-site.

The request proposes to amend the existing text of §ZS 1-329 Solid Waste Disposal Sites to add the special development standards for these facilities. Some of the specific standards applicable to both agricultural and commercial facilities include:

- 5 acre minimum lot size;
- 50’ setback from all property lines;
- 100’ setback from a domestic well;
- 100’ setback from a stream, lake or other waterbody;
- 300’ separation distance between composting activities and residence on an adjacent parcel;
- Facility may not be located in a floodplain;
- Structures and outdoor storage of materials and debris must be screened from public roads and adjacent residential uses by vegetation, walls or fences;
- An annual report must be submitted to County Public Works certifying the annual tonnage of food diverted from the solid waste stream;
- An operations plan must be submitted to the BZA during the SE review that includes, among other things, a description of the type and quantities of materials to be accepted; the maximum quantity of feedstocks to be accepted annually; truck access and frequency of trips; and days and hours of operation; and
- A nuisance plan must be submitted to the BZA during the SE review that addresses how dust, odors, rodents, etc. will be controlled.

The standards applicable to commercial facilities only include:

- Facilities must be located on either an arterial or collector highway as defined in §ZS 1-326 (these are predominantly State-maintained roads);
- A traffic impact analysis may be required;
- A bond or guaranty shall be provided to the County to cover any repair costs for road or associated drainage system damage;

- Access points must be designed in accordance with the County's standards for commercial entrances with regard to acceleration/deceleration lanes;
- The site plan requirements of §ZS 1-325 must be met; and
- Off- street parking must be provided in accordance with the agritourism facilities use category contained in §ZS 1-320, which is calculated at a minimum rate of one space for each 300 s.f. of building area open to the public plus two per acre for the first 10 acres of land open to the public plus one space per acre thereafter.

In her comments, the Director notes that the Maryland Department of the Environment (MDE) regulates composting systems using a tier system, which is based on the type of feedstock used (yard waste, food scraps, compostable products, or mixed municipal solid waste) and the size of the operation, measured in cubic yards of compost per year. She explains that food waste composting facilities are classified as either Tier 2 (less than 10,000 cubic yards of compost per year) or Tier 3 (greater than 10,000 cubic yards of compost per year), and there is a permit exemption for facilities less than 5,000 s.f. in area that are "in support of composting," with other limitations as well. Mr. Heiderman's current operation on St. Martins Neck Road qualifies for the MDE exemption, but as the Director notes, as his operation becomes more successful and generates more food waste, an MDE permit will be needed.

The Director states that she felt it was important to differentiate between agricultural and commercial facilities, as opposed to the amount of compost generated. A bona fide farm that accepts food waste for composting and then utilizes the finished product on-site would be considered an agricultural facility; whereas a facility that accepts food waste and sells the finished product to the public would be considered a commercial facility, and would be subject to additional requirements such as site plan review, parking standards, and a detailed access management review. If approved as proposed, both types of facilities would be allowed in the Agricultural and Industrial zoning districts, after the approval of a SE by the BZA.

As noted by the Director, Mr. Heiderman requested that setbacks and separation distances contained in the County Code be consistent with those required by MDE, and that has been accomplished, as listed in §ZS 1-329(c)(2) and as shown in the attached draft bill. The proposed lot area (5 acres) and lot width (200') requirements are consistent with the County's standards for commercialized agricultural uses.

The Director also notes that the County's Public Works Department was consulted concerning the potential impact of these facilities on the road system. From those discussions, it was recommended that commercial facilities be located only on collector or arterial highways as defined in the Zoning Code. In addition, depending on the scale of the proposed operation a traffic impact analysis may be required, and bonding may also be required to ensure that costs to repair any damage to roads resulting from a commercial operation would be the financial responsibility of the facility operator.

Finally, the Director points out that these facilities would only be allowed in the Agricultural and Industrial Districts by SE from the BZA, and an operations and nuisance plan must be submitted as part of the application for review by the Board. The amendment would



allow the BZA to increase setbacks if necessary to protect adjoining properties or to protect environmental features, and under the current Code, the BZA has the ongoing authority to ensure the use is being operated in accordance with the BZA's approval, as well as the authority to decide on any expansion, alteration or change to the facility.

The Zoning Administrator recommended that material brought to a property for composting be covered and not exposed to the elements in order to prevent runoff, and that a contact phone number be provided and updated annually as part of the nuisance plan. The Zoning Administrator also suggested that DRP be given the authority to approve alternate required screening of the property instead of the BZA, and that wording be added to require that an internal roadway on the property have an adequate width (in addition to length) to help ensure that trucks do not stop or park on a public roadway when entering the property (see attached comments).

### SUMMARY

Staff does not object to the proposed amendment.

Composting of food waste can provide a benefit to the County by diverting that waste from the landfill in order to create a product that can benefit the community, such as farmers and home gardeners. Or, as is the case with the Town of Ocean City, food waste generated in the Town is collected and included in the Town's refuse that is trucked to Pennsylvania for use in a waste-to-energy incineration facility, and a composting facility could provide a lower cost alternative for that material, with the same benefits to local farmers and home gardeners.

Allowing these facilities in the Agricultural, Light Industrial and Heavy Industrial districts only by Special Exception from the Board of Zoning Appeals will help ensure that appropriate locations are approved, and in conjunction with the proposed development standards, that any potential adverse impacts will be addressed.

A draft bill is attached for the Commission's review.

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

### Attachments

cc: Jennifer Keener, AICP, Director  
Roscoe Leslie, County Attorney  
Kristen Tremblay, AICP, Zoning Administrator  
Garvey Heiderman, Applicant



DEPARTMENT OF  
DEVELOPMENT REVIEW AND PERMITTING

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ZONING DIVISION  
BUILDING DIVISION  
DATA RESEARCH DIVISION

ADMINISTRATIVE DIVISION  
CUSTOMER SERVICE DIVISION  
TECHNICAL SERVICES DIVISION

MEMORANDUM

To: Gary Pusey, Deputy Director  
From: Jennifer Keener, AICP, Director **JKK**  
Date: August 23, 2022  
Re: Text Amendment Application – Food Waste Composting Facilities

.....  
This memorandum is in response to your request for comments on the text amendment submitted by Mr. Garvey Heiderman. As you know, staff assisted Mr. Heiderman in the drafting of the amendment to facilitate a permanent use for the diversion of food waste from the solid waste stream. Mr. Heiderman is currently operating a similar agricultural facility as a transient use special exception in the A-1 District, which is set to expire this fall and is unable to be renewed. As drafted, the proposed amendment would allow these facilities in the Agricultural and Industrial zoning districts by special exception.

Currently, Maryland Department of the Environment (MDE) regulates composting facilities based upon a tier system. This is broken down between the type of feedstock (yard waste, food scraps, compostable products, or mixed municipal solid waste) and the size of the operation measured in cubic yards of compost per year. Food waste compost facilities are classified as either Tier 2 (less than 10,000 cubic yards of compost per year) or Tier 3 (greater than 10,000 cubic yards of compost per year). There is also a permit exemption for facilities with less than 5,000 square feet of area “in support of composting” with other limitations. Mr. Heiderman’s current transient use operation falls under the permit exemption threshold. As his operation becomes more successful, it will generate more food waste, and require a permit through MDE.

As we developed the regulations, I felt it was important to differentiate between agricultural facilities and commercial facilities rather than the amount of compost generated. As defined, a bonafide farm which accepts food waste for composting and utilizes the finished product on-site would be considered an agricultural facility. Those facilities which accept food waste and sell the finished composted product to the public would be considered a commercial facility, and would be subject to additional requirements such as site plan review, parking standards, and a more detailed access management review. The amendment would allow both types of facilities in the Agricultural and Industrial zoning districts.

In developing the setbacks and separation distances of the proposed amendment, Mr. Heiderman requested that they be consistent with the state siting criteria found in COMAR 26.04.11.08,

which are generally as proposed in § ZS 1-329(c)(2). The recommended lot area and lot width requirements in § ZS 1-329(c)(1) have been tailored specifically to similar Worcester County standards for commercialized agricultural uses (5 acres and 200' respectively). In reviewing similar regulations imposed by other jurisdictions in Maryland, they have either mirrored the state requirements, or are more restrictive. Examples include 100' setbacks to property lines instead of 50' setbacks; higher lot area requirements (10 acres minimum), setbacks to a special flood hazard area, and limitations on the total area of the parcel or lot that may be utilized for in support of composting.

Additionally, staff worked with the Worcester County Department of Public Works to determine appropriate road and entrance requirements for food waste composting facilities. Commercial facilities are proposed to be limited to locations fronting on a collector or arterial highway as defined in the Zoning Code. A traffic impact analysis may be required, depending on the scale of the operation. Bonding of the roadway may be required to ensure that the increased truck traffic does not unduly burden the county tax payers if there are damages to the road that require repairs.

Overall, both types of facilities would be subject to a special exception hearing before the Board of Zoning Appeals, with operations and nuisance plans required as part of the application for review. The proposed amendment would also provide the board with the authority to enhance the proposed setbacks or place other conditions of approval upon an application if they find that there may be a negative impact on an adjoining property or environmental feature. The Board has continuing jurisdiction over the use under the provisions of § ZS 1-116(c)(8), as well as authority over any expansion, alteration or change to the facility under § ZS 1-329(a).

As always, should you have any additional questions or need additional information, please let me know. I will be available to discuss this matter with the Planning Commission at their upcoming meeting.



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DEVELOPMENT REVIEW AND PERMITTING

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ZONING DIVISION  
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TECHNICAL SERVICES DIVISION

**MEMORANDUM**

To: Jennifer K. Keener, AICP, Director  
Gary R. Pusey, Deputy Director  
From: Kristen M. Tremblay, AICP, Zoning Administrator  
Date: August 24, 2022  
Re: Zoning Ordinance Proposed Text Amendment – Amend the text to allow “Food Waste Composting Facilities” by Special Exception; Amend § ZS 1-103(b) to add definitions related to Food Waste Composting; and Amend ZS 1-329 to add standards for Food Waste Composting

.....  
Thank you for providing me with an opportunity to comment on the proposed text amendment requested by Garvey Heiderman.

I recommend the following minor adjustments and additions to the proposed text amendment language as written:

1. §ZS 1-329(c)(3)(B): Addition of '*and width*' to read as follows: “Any internal travelway shall be of adequate length *and width* to prevent truck traffic from stopping or parking on a public road right of way.”
2. §ZS 1-329(c)(3)(D): Replacement of screening decisions to be revised from the ‘Board of Zoning Appeals’ to the ‘Department of Development Review and Permitting.’
3. §ZS1-329 (c)(5)(B)(2): Addition of a provision applicable to commercial food waste composting facilities:
  - a. Recommendation – “A contact number for nuisance complaints shall be provided as part of the nuisance plan complaint response protocol to the Department of Development Review and regularly updated on an annual basis or as otherwise needed.”
4. Further, I suggest that a component be added that the principal food waste acceptance points on the site be located under cover and not exposed to the elements in order to prevent runoff of material not yet treated and/or sorted. I suggest this on the off-chance that individuals responsible for primary sorting accidentally include items not conducive to composting that may cause environmental harm.

Please let me know if you have any other questions regarding this proposed text amendment.



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TECHNICAL SERVICES DIVISION

MEMORANDUM

To: Jennifer Keener, AICP, Director  
Roscoe Leslie, County Attorney  
Kristen Tremblay, AICP, Zoning Administrator  
From: Gary Pusey, Deputy Director GP  
Date: August 17, 2022  
Re: Text Amendment Application –

- (1) Amend the text of the Zoning Ordinance to allow “Food Waste Composting Facilities” by Special Exception in the A-1 and A-2 Agricultural Districts, the I-1 Light Industrial District and the I-2 Heavy Industrial District;
- (2) Amend the text of §ZS 1-103(b) Definitions to add definitions related to Food Waste Composting; and
- (3) Amend the text of §ZS 1-329 Solid Waste Disposal Sites to add standards for Food Waste Composting;

\*\*\*\*\*

Garvey Heiderman has submitted the attached text amendment application to add a new use of “food waste composting facilities” as a Special Exception (SE) in the A-1, A-2, I-1 and I-2 Districts. The amendment will also add development standards and definitions for these facilities and related terms.

Mr. Heiderman, owner of Ocean Compost and The Hobbit Restaurant, has been operating under a transient use SE approved by the Board of Zoning Appeals to allow compost operations of restaurant food waste in the A-1 District at a property on St. Martins Neck Road for the last two years. Transient uses may be permitted for one year, with an additional one year extension.

For this application, two separate food waste composting facilities are addressed: (1) “agricultural food waste composting facilities” and (2) “commercial food waste composting facilities.”

An “agricultural” facility would accept food waste for on-site composting for use on an agricultural property and in conjunction with a bona fide agricultural activity; a “commercial” facility would accept food waste for composting for sale to the general public, and the composted material could also be applied on-site.

The request proposes to amend the existing text of §ZS 1-329 Solid Waste Disposal Sites to add the special development standards for these facilities. Some of the specific standards applicable to both agricultural and commercial facilities include:

- 5 acre minimum lot size;
- 50' setback from all property lines;
- 100' setback from a domestic well;
- 100' setback from a stream, lake or other waterbody;
- 300' separation distance between composting activities and residence on an adjacent parcel;
- Facility may not be located in a floodplain;
- Structures and outdoor storage of materials and debris must be screened from public roads and adjacent residential uses by vegetation, walls or fences;
- An annual report must be submitted to County Public Works certifying the annual tonnage of food diverted from the solid waste stream; and
- A nuisance plan must be submitted to the BZA during the SE review that addresses how dust, odors, rodents, etc. will be controlled.

The standards applicable to commercial facilities only include:

- Facilities must be located on either an arterial or collector highway as defined in §ZS 1-326;
- A traffic impact analysis may be required;
- A bond or guaranty shall be provided to the County to cover any repair costs for road or associated drainage system damage;
- Access points must be designed in accordance with the County's standards for commercial entrances with regard to acceleration/deceleration lanes;
- The site plan requirements of §ZS 1-325 must be met; and
- Off- street parking must be provided in accordance with the agritourism facilities use category of §ZS 1-320.

The application, with the proposed text, is attached.

This request is scheduled to be presented to the Planning Commission at its September 1, 2022 meeting. Please provide any comments you may have by Tuesday, August 23, 2022.

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



Worcester County Commissioners  
Worcester County Government Center  
One W. Market Street, Room 1103  
Snow Hill, Maryland 21863

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

(For 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 8/17/2022

Date Reviewed by the 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:
- b. Taxpayer of Worcester County:
- c. Governmental Agency: \_\_\_\_\_  
(Name of Agency)

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

- a. Section Number: ZS 1-103 (b); 1-201(c); 1-202(c); 1-212(c); 1-213(c); 1-32
- b. Page Number: ZS I: 3; ZS I: II: 3; ZS I: II: 11; ZS I: II: 69; ZS I: II: 76; ZS I: III: 13
- c. Proposed revised text, addition or deletion:  
See attached



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:

to have an appropriate standard for compost sites in the county

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

IV. Signature of Applicants

Signature(s): T. Garvey

Printed Name(s): T. Garvey Heiderman

Mailing Address: Po Box 3921 ocean city, MD 21843

Phone Number: 443-783-4835

Email: tgheiderman@gmail.com

Date: 8-9-22

V. Signature of Attorney

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email: \_\_\_\_\_

Date: \_\_\_\_\_

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.

**§ ZS 1-103(b) Definitions**

**COMPOSTING** – The controlled aerobic biological decomposition of organic waste material to yield a nuisance-free, humus-like product.

**COMPOSTING FACILITY** - An area of land, structures, and/or facility where composting takes place.

**COMPOSTING, IN SUPPORT OF** – Activities and the means used to conduct any phase of composting, including but not limited to feedstock receipt, feedstock storage, active composting, curing, compost storage, composting equipment storage or maintenance, or storage of any solid waste or non-compostable materials.

**FOOD WASTE** – Source-separated organics from residential curbside or drop-off programs and non-residential sources, including pre-consumer and post-consumer food scraps and non-recyclable paper, but not including residuals from industrial food processing.

**FOOD WASTE COMPOSTING FACILITY, AGRICULTURAL** - An area of land and/or structures where food waste is composted for use in conjunction with a bonafide agricultural activity.

**FOOD WASTE COMPOSTING FACILITY, COMMERCIAL** – An area of land and/or structures where food waste is composted for sale. The composted product may also be used on the property in conjunction with a bonafide agricultural activity.

**A-1 District: New § ZS 1-201(c)(33), renumber existing (33) as (34):**

**(33)** Food waste composting facilities in accordance with § ZS 1-329 hereof.

**A-2 District: New § ZS 1-202(c)(43), renumber existing (43) as (44):**

**(43)** Food waste composting facilities in accordance with § ZS 1-329 hereof.

**I-1 District: New § ZS 1-212(c)(14), renumber existing (14) as (15):**

**(14)** Food waste composting facilities in accordance with § ZS 1-329 hereof.

**I-2 District: New § ZS 1-213(c)(10), renumber existing (10) as (11):**

**(10)** Food waste composting facilities in accordance with § ZS 1-329 hereof.

**§ ZS 1-329. Solid waste disposal sites and food waste composting facilities.**

**(a)** Conformance with Title. No site shall be developed as a solid waste disposal site or food waste composting facility and no existing solid waste disposal site or food waste composting facility shall be enlarged, altered or changed in use except in conformity with the provisions of this Title.

- (b) Additional conditions for solid waste disposal sites.** In addition to the provisions contained in other parts of this Title, the following shall apply to such sites:
- (1) Disposal areas on every such site shall be set back from every public road right-of-way and every perimeter property line at least one hundred feet.**
  - (2) The solid waste disposal area shall be effectively screened from public view by dense foliage, topography or fencing prior to use of the area as a solid waste disposal site. In addition, a security fence and gate at least six feet in height and of such length and construction to effectively control vehicular entrance to the disposal operation shall be constructed prior to the operation of the site. Such fence shall be visually screened along the outside by landscaping in accordance with the provisions of § ZS 1-322 hereof.**
  - (3) The burning of refuse or other waste material shall not be permitted at such sites, except by permission of the Department of the Environment and the Deputy State Fire Marshal.**
  - (4) The solid waste disposal area shall not accept hazardous or toxic waste.**
  - (5) All solid waste disposal sites shall be subject to the provisions of § ZS 1-116 hereof.**
  - (6) The solid waste disposal area shall not be located over any aquifer.**
- (c) Additional conditions for food waste composting facilities.** In addition to the provisions contained in other parts of this Title, the following shall apply to such sites:
- (1) Lot requirements. The minimum lot requirements shall be: lot area five acres; and lot width, two hundred feet.**
  - (2) Setbacks and separation distances.**
    - A. Except where a greater setback is required by the Board of Zoning Appeals, local, state, or federal law or regulations, activities in support of composting may not be located closer than:**
      - 1. Front yard setback, fifty feet [see § ZS 1-305(b) hereof]; each side yard setback, fifty feet; and rear yard setback, fifty feet.**
      - 2. One hundred feet to a domestic well.**
      - 3. One hundred feet to any intermittent or perennial stream, lake, or other body of water except an impoundment for use in the composting process.**

- B. There shall be a minimum separation distance of three hundred feet from activities in support of composting to the nearest existing or permitted residential structure on an adjacent parcel.
- C. A composting facility shall not be located in a special flood hazard area as designated on the official Flood Insurance Rate Maps (FIRMs).

**(3) Standards for agricultural food waste composting facilities.**

- A. Composting operations shall not cause undue damage to any public road and its associated drainage system beyond that which may be reasonably expected to occur from ordinary traffic on that roadway.
- B. The entrance to the property from the roadway must be secured by a chain, gate, cable or other appropriate means in order to prohibit vehicular access, except during hours of operation. During hours of operation, the entrance must be properly marked with "Truck Entrance" caution signs. Any internal travelway shall be of adequate length to prevent truck traffic from stopping or parking on a public road right-of-way.
- C. Structures and outdoor storage of materials and debris shall be screened from public road rights-of-way and adjacent residential uses by vegetation, walls or fences.
- D. All perimeter property lines shall be screened in accordance with § ZS 1-322 hereof or by an acceptable alternative as determined by the Board of Zoning Appeals.
- E. Prior to the issuance of a certificate of use and occupancy, copies of all State of Maryland permits must be submitted to the Department so that any conditions placed on the state-issued permits can be incorporated into the conditions under which the certificate of use and occupancy is issued. In addition, any conditions placed on renewed permits shall also be submitted in order to determine if they should also be made conditions of the County approval.
- F. The facility operator shall certify the annual tonnage of food waste that has been diverted from the solid waste stream. The report shall be provided to the Worcester County Department of Public Works on or before October 1 of each year.
- G. The composting operations shall comply with all applicable federal and state laws and regulations. In the event of conflict between these laws and regulations, the most restrictive legally applicable law or regulation shall apply.

H. The operator shall control and contain dust and other particulates to prevent visible emissions from crossing the boundary of the property.

(4) Standards for commercial food waste composting facilities. In addition to the provisions of § ZS 1-329(c)(3) hereof, the following standards shall apply to commercial food waste composting facilities:

A. All commercial food waste composting facilities shall be located such that they have direct access, without traveling on any public road right-of-way, to an arterial highway or collector highway as defined in § ZS 1-326 hereof. A traffic impact analysis may be required to ensure that adequate highway capacity, traffic congestion, and traffic safety measures are addressed. Prior to the issuance of any certificate of use and occupancy under this Subtitle for a compost facility, the owner and operator shall provide a satisfactory bond or guaranty to the County Commissioners to ensure that any undue damage to the public road or its associated drainage system is repaired to the satisfaction of the County.

B. All points of access to a public road from the site shall at a minimum be designed in accordance with the County's standards for commercial entrances with regard to acceleration and deceleration lanes. Additionally, the areas on either side of the access point to the public road right-of-way shall be cleared of vegetation, debris, etc. in order to provide adequate line-of-sight for vehicles traveling on the public road right-of-way as well as for vehicles utilizing the access point.

C. Commercial food waste composting facilities shall be subject to the requirements of § ZS 1-325 hereof.

D. Off-street parking shall be provided in accordance with § ZS 1-320 hereof consistent with the agritourism facilities use category.

(5) Review procedure.

A. In conjunction with an application for a special exception, the applicant shall prepare a site plan meeting the requirements of § ZS 1-116(d)(2) hereof for submission to the Board of Zoning Appeals for its review.

B. In addition, the applicant shall submit the following:

1. A composting facility operation plan that includes:

- i. A description of the type and quantities of the materials to be accepted;
- ii. Procedures utilized to determine whether unacceptable materials are received, and the procedures that will be followed in the event unacceptable materials are received;

- iii. **Composting method and equipment to be used;**
  - iv. **The maximum quantity of feedstocks to be accepted on an annual basis;**
  - v. **The maximum quantity of finished compost to be produced on an annual basis;**
  - vi. **The maximum height, width and spacing of piles;**
  - vii. **Truck access and frequency of trips;**
  - viii. **Days and hours of operation;**
  - ix. **Measures to be taken to protect the public; and**
  - x. **Any other information necessary to adequately understand the operation.**
2. **A nuisance plan that addresses the methods to prevent and control dust, odors, rodents, insects and other pests at the facility and a complaint response protocol.**





Assateague Coastal Trust – PO Box 731, Berlin, MD 21811 – 410-629-1538

9/1/22

Attn: Worcester County Planning Commission, County Commissioners  
 Worcester County Government Center, Room 1102, One West Market Street,  
 Snow Hill, MD 21863

RE: Text Amendment of Zoning Ordinance to allow “Food Waste Composting Facilities” by Special Exception in the A-1 and A-2 Agricultural Districts, the I-1 Light Industrial District, and the I-2 Heavy Industrial District

Dear Planning Commission Members and Honorable County Commissioners,

Thank you for this opportunity to comment on the text amendment regarding Food Waste Composting Facilities. Assateague Coastal Trust would like to commend the county for their willingness to work with Go Green OC and Garvey Heiderman in recognizing food waste as a valuable resource here in Worcester. Allowing aerobic food waste composting will enable Go Green OC to expand its reach within the Town of Ocean City and the county – creating valuable compost and soil to be used and sold locally. In addition, this initiative is keeping tens of thousands of tons of food waste out of landfills- saving space and the Town of Ocean City (and hopefully one day the county) money. The current need for aerobic food-waste composting is extensive, and we hope to see more funding targeted for their efforts of diverting waste that would otherwise be incinerated or landfilled.

We do believe the language in the amendment is adequate and effectively defines the use for only aerobic food-waste composting within the code. However, the words ‘compost(ing)’ and ‘organic’ can be used in various ways. Specific definitions of types of ‘feedstocks’ and ‘organic waste’ should be used as the demand for alternative energies and waste diversions are growing. I am submitting the following for your consideration:

European companies are currently flooding the US looking to operate Anaerobic Digestors within rural areas, specifically targeting animal waste from chickens, pigs, and cows as well as sewage sludge, fats and greases, animal mortality and poultry processing waste. The county should adopt language that specifically diversifies the two. This would enable Worcester County to avoid what is currently happening in Delaware and Wicomico County. Large, industrialized companies are seeking to truck toxic waste into facilities to be burned to create methane which results in water-soluble digestate that must be land-applied and generates substantial CO2 emissions in Ag-Residential areas. In Wicomico County, a company tried to mislabel themselves as a composting facility- due to the nature of a small percentage of composting being conducted for their process and avoid amending the counties code. Their \$2.4-million funding from Maryland Dept. of Agriculture was pulled due to this as well as trying to operate within a residential area with already had existing health impairments.

For the reasons listed above, Assateague Coastal Trust implores the Planning Commission and County Commissioners to consider adopting this amendment regarding food-waste composting with revised language that protects the citizens of Worcester County from other operations that are detrimental to our environment and health.

Thank you for your consideration of our concerns, and for your efforts to protect the quality of life in our Coastal Bays Watershed.

Sincerely,

A handwritten signature in black ink that reads "Gabrielle Ross". The signature is written in a cursive, flowing style.

Gabrielle (Gabby) Ross  
Assateague Coastkeeper  
Assateague Coastal Trust  
443.235.2014  
[coastkeeper@actforbays.org](mailto:coastkeeper@actforbays.org)



## COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND

## BILL 22-

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BY:  
INTRODUCED:

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## A BILL ENTITLED

AN ACT Concerning

## Zoning – Food Waste Composting Facilities

For the purpose of amending the Zoning and Subdivision Control Article to add definitions of agricultural and commercial food waste composting facilities and related terms, to provide specific development standards for these facilities, and to allow these uses only after the granting of a Special Exception by the Board of Zoning Appeals in the A-1 and A-2 Agricultural Districts, the I-1 Light Industrial District, and the I-2 Heavy Industrial District.

Section 1. BE IT ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that Subsection § ZS 1-103(b) of the Zoning and Subdivision Control Article of the Code of Public Local Laws of Worcester County, Maryland be amended by the addition of the following definitions, to read as follows:

**COMPOSTING** – The controlled aerobic biological decomposition of organic waste material to yield a nuisance-free, humus-like product.

**COMPOSTING FACILITY** - An area of land, structures, and/or facility where composting takes place.

**COMPOSTING, IN SUPPORT OF** – Activities and the means used to conduct any phase of composting, including but not limited to feedstock receipt, feedstock storage, active composting, curing, compost storage, composting equipment storage or maintenance, or storage of any solid waste or non-compostable materials.

**FOOD WASTE** – Source-separated organics from residential curbside or drop-off programs and non-residential sources, including pre-consumer and post-consumer food scraps and non-recyclable paper, but not including residuals from industrial food processing.

**FOOD WASTE COMPOSTING FACILITY, AGRICULTURAL** - An area of land and/or structures where food waste is composted for use in conjunction with a bona fide agricultural activity.

**FOOD WASTE COMPOSTING FACILITY, COMMERCIAL** – An area of land and/or structures where food waste is composted for sale. The composted product may also be used on the property in conjunction with a bona fide agricultural activity.

**Section 2. BE IT FURTHER ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that existing Subsection § ZS 1-201(c)(33) of the Zoning and Subdivision Control Article of the Code of Public Local Laws of Worcester County, Maryland be renumbered as Subsection § ZS 1-201(c)(34) and a new Subsection § ZS 1-201(c)(33) be enacted to read as follows:**

**(33) Food waste composting facilities in accordance with § ZS 1-329 hereof.**

**Section 3. BE IT FURTHER ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that existing Subsection § ZS 1-202(c)(43) of the Zoning and Subdivision Control Article of the Code of Public Local Laws of Worcester County, Maryland be renumbered as Subsection § ZS 1-202(c)(44) and a new Subsection § ZS 1-202(c)(43) be enacted to read as follows:**

**(43) Food waste composting facilities in accordance with § ZS 1-329 hereof.**

**Section 4. BE IT FURTHER ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that existing Subsection § ZS 1-212(c)(14) of the Zoning and Subdivision Control Article of the Code of Public Local Laws of Worcester County, Maryland be renumbered as Subsection § ZS 1-212(c)(15) and a new Subsection § ZS 1-212(c)(14) be enacted to read as follows:**

**(14) Food waste composting facilities in accordance with § ZS 1-329 hereof.**

**Section 5. BE IT FURTHER ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that existing Subsection § ZS 1-213(c)(10) of the Zoning and Subdivision Control Article of the Code of Public Local Laws of Worcester County, Maryland be renumbered as Subsection § ZS 1-213(c)(11) and a new Subsection § ZS 1-213(c)(10) be enacted to read as follows:**

**(10) Food waste composting facilities in accordance with § ZS 1-329 hereof.**

**Section 6. BE IT FURTHER ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that existing Subsection § ZS 1-329 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:**

**§ ZS 1-329. Solid waste disposal sites and food waste composting facilities.**

- (a) Conformance with Title. No site shall be developed as a solid waste disposal site or food waste composting facility and no existing solid waste disposal site or food waste composting facility shall be enlarged, altered or changed in use except in conformity with the provisions of this Title.**
- (b) Additional conditions for solid waste disposal sites. In addition to the provisions contained in other parts of this Title, the following shall apply to such sites:**

- (1) Disposal areas on every such site shall be set back from every public road right-of-way and every perimeter property line at least one hundred feet.
  - (2) The solid waste disposal area shall be effectively screened from public view by dense foliage, topography or fencing prior to use of the area as a solid waste disposal site. In addition, a security fence and gate at least six feet in height and of such length and construction to effectively control vehicular entrance to the disposal operation shall be constructed prior to the operation of the site. Such fence shall be visually screened along the outside by landscaping in accordance with the provisions of § ZS 1-322 hereof.
  - (3) The burning of refuse or other waste material shall not be permitted at such sites, except by permission of the Department of the Environment and the Deputy State Fire Marshal.
  - (4) The solid waste disposal area shall not accept hazardous or toxic waste.
  - (5) All solid waste disposal sites shall be subject to the provisions of § ZS 1-116 hereof.
  - (6) The solid waste disposal area shall not be located over any aquifer.
- (c) Additional conditions for food waste composting facilities. In addition to the provisions contained in other parts of this Title, the following shall apply to such sites:
- (1) Lot requirements. The minimum lot requirements shall be: lot area five acres; and lot width, two hundred feet.
  - (2) Setbacks and separation distances.
    - A. Except where a greater setback is required by the Board of Zoning Appeals, local, state, or federal law or regulations, activities in support of composting may not be located closer than:
      1. Front yard setback, fifty feet [see § ZS 1-305(b) hereof]; each side yard setback, fifty feet; and rear yard setback, fifty feet.
      2. One hundred feet to a domestic well.
      3. One hundred feet to any intermittent or perennial stream, lake, or other body of water except an impoundment for use in the composting process.

- B. There shall be a minimum separation distance of three hundred feet from activities in support of composting to the nearest existing or permitted residential structure on an adjacent parcel.
- C. A composting facility shall not be located in a special flood hazard area as designated on the official Flood Insurance Rate Maps (FIRMs).

(3) Standards for agricultural food waste composting facilities.

- A. Composting operations shall not cause undue damage to any public road and its associated drainage system beyond that which may be reasonably expected to occur from ordinary traffic on that roadway.
- B. The entrance to the property from the roadway must be secured by a chain, gate, cable or other appropriate means in order to prohibit vehicular access, except during hours of operation. During hours of operation, the entrance must be properly marked with "Truck Entrance" caution signs. Any internal travelway shall be of adequate length to prevent truck traffic from stopping or parking on a public road right-of-way.
- C. Structures and outdoor storage of materials and debris shall be screened from public road rights-of-way and adjacent residential uses by vegetation, walls or fences.
- D. All perimeter property lines shall be screened in accordance with § ZS 1-322 hereof or by an acceptable alternative as determined by the Board of Zoning Appeals.
- E. Prior to the issuance of a certificate of use and occupancy, copies of all State of Maryland permits must be submitted to the Department so that any conditions placed on the state-issued permits can be incorporated into the conditions under which the certificate of use and occupancy is issued. In addition, any conditions placed on renewed permits shall also be submitted in order to determine if they should also be made conditions of the County approval.
- F. The facility operator shall certify the annual tonnage of food waste that has been diverted from the solid waste stream. The report shall be provided to the Worcester County Department of Public Works on or before October 1 of each year.

- G. The composting operations shall comply with all applicable federal and state laws and regulations. In the event of conflict between these laws and regulations, the most restrictive legally applicable law or regulation shall apply.
  - H. The operator shall control and contain dust and other particulates to prevent visible emissions from crossing the boundary of the property.
- (4) Standards for commercial food waste composting facilities. In addition to the provisions of § ZS 1-329(c)(3) hereof, the following standards shall apply to commercial food waste composting facilities:
- A. All commercial food waste composting facilities shall be located such that they have direct access, without traveling on any public road right-of-way, to an arterial highway or collector highway as defined in § ZS 1-326 hereof. A traffic impact analysis may be required to ensure that adequate highway capacity, traffic congestion, and traffic safety measures are addressed. Prior to the issuance of any certificate of use and occupancy under this Subtitle for a compost facility, the owner and operator shall provide a satisfactory bond or guaranty to the County Commissioners to ensure that any undue damage to the public road or its associated drainage system is repaired to the satisfaction of the County.
  - B. All points of access to a public road from the site shall at a minimum be designed in accordance with the County's standards for commercial entrances with regard to acceleration and deceleration lanes. Additionally, the areas on either side of the access point to the public road right-of-way shall be cleared of vegetation, debris, etc. in order to provide adequate line-of-sight for vehicles traveling on the public road right-of-way as well as for vehicles utilizing the access point.
  - C. Commercial food waste composting facilities shall be subject to the requirements of § ZS 1-325 hereof.
  - D. Off-street parking shall be provided in accordance with § ZS 1-320 hereof consistent with the agritourism facilities use category.
- (5) Review procedure.
- A. In conjunction with an application for a special exception, the applicant shall prepare a site plan meeting the requirements of § ZS 1-116(d)(2) hereof for submission to the Board of Zoning Appeals for its review.

**B. In addition, the applicant shall submit the following:**

- 1. A composting facility operation plan that includes:**
  - i. A description of the type and quantities of the materials to be accepted;**
  - ii. Procedures utilized to determine whether unacceptable materials are received, and the procedures that will be followed in the event unacceptable materials are received;**
  - iii. Composting method and equipment to be used;**
  - iv. The maximum quantity of feedstocks to be accepted on an annual basis;**
  - v. The maximum quantity of finished compost to be produced on an annual basis;**
  - vi. The maximum height, width and spacing of piles;**
  - vii. Truck access and frequency of trips;**
  - viii. Days and hours of operation;**
  - ix. Measures to be taken to protect the public; and**
  - x. Any other information necessary to adequately understand the operation.**
  
- 2. A nuisance plan that addresses the methods to prevent and control dust, odors, rodents, insects and other pests at the facility and a complaint response protocol.**

**Section 7. 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 \_\_\_\_\_, 2022.**

**ATTEST:**

**COUNTY COMMISSIONERS OF  
WORCESTER COUNTY, MARYLAND**

\_\_\_\_\_  
**Weston S. Young  
Chief Administrative Officer**

\_\_\_\_\_  
**Joseph M. Mitrecic, President**

\_\_\_\_\_  
**Theodore J. Elder, Vice President**

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**Anthony W. Bertino, Jr., Commissioner**

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**Madison J. Bunting, Jr., Commissioner**

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**James C. Church, Commissioner**

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**Joshua C. Nordstrom, Commissioner**

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**Diana Purnell, Commissioner**



Worcester County Administration

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

TO: *The Daily Times Group and The Ocean City Today Group*  
 FROM: Candace Savage, Budget Officer  
 DATE: September 21, 2022  
 SUBJECT: Worcester County Public Hearing – Amendment to Worcester County Water and Sewerage

.....  
 Please publish the notice below in *The Daily Times/Worcester County Times/Ocean Pines Independent* and *Ocean City Digest/Ocean City Today* on September 29, 2022, October 6, 2022. Thank you.

**Notice of Public Hearing  
 Amendment to Worcester County  
 Water and Sewerage Plan and  
 Expansion of the Sewer Planning Area  
 Town of Pocomoke City**

The Worcester County Commissioners will hold a public hearing to consider an application filed by Mr. Mark Cropper representing Royal Farms, Inc. This amendment seeks to expand the sewer planning area to add the Royal Farm store in New Church, Virginia. The applicant requests the inclusion of the store’s flow, estimated at 2,250 gpd, in the sewer planning area of Pocomoke City. This potential new wastewater customer will contribute approximately nine (9) EDUs of flow according to the Town’s planning figures. The store will connect to a previously installed line completed in 2010 that serves the Virginia Rest Area Plaza, which is also located in New Church, Virginia, south of this property. That plaza tied into an existing force main that runs south from the corporate limits of Pocomoke City to the Virginia state line. The Worcester County Planning Commission reviewed the proposed Water and Sewerage Plan amendment at its meeting of September 1, 2022 and found it to be consistent with the Worcester County Comprehensive Plan.

The **public hearing** on this application will be held on:

**Tuesday, October 18, 2022  
 at 10:35 A.M.**  
 in the  
 Commissioners’ Meeting Room  
 Room 1101 – Government Center  
 One West Market Street  
 Snow Hill, Maryland 21863

For additional information, please contact the County Administration at (410) 632-1220 x 1601 or visit the County website at: [online at www.co.worcester.md.us](http://online.at/www.co.worcester.md.us).





Worcester County Department of Environmental Programs WSY 09/20/22  
Worcester County Government Center, 1 West Market Street, Rm 1306 | Snow Hill MD 21863  
Tel: (410) 632-1220 | Fax: (410) 632-2012

Memorandum

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

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

**Subject:** **Public Hearing Notice**  
Pocomoke City Service Area  
Expansion of Sewer Planning Area  
SW-2022-02

**Date:** 9/12/22

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The Planning Commission met on September 1, 2022, and reviewed this amendment application. We are writing to forward the Planning Commission's finding of consistency with the *Comprehensive Development Plan* and their recommendation to amend the *Comprehensive Water and Sewerage Plan* for an amendment to expand the sewer planning area to include the New Church, Virginia Royal Farms store.

Mr. Mark Cropper represents Royal Farms, Inc., which is the applicant for this amendment. This amendment seeks to expand the sewer planning area to add the Royal Farm store in New Church Virginia. The applicant requests the inclusion of the store's flow, estimated at 2,250 gpd, in the sewer planning area of Pocomoke City. This potential new wastewater customer will contribute approximately nine (9) EDUs of flow according to the Town's planning figures. The store will connect to a previously installed line completed in 2010 that serves the Virginia Rest Area Plaza, which is also located in New Church, Virginia, south of this property. That plaza tied into an existing force main that runs south from the corporate limits of Pocomoke City to the Virginia state line. The planning amendment has been reviewed by the Planning Commission and was found to be consistent with the *Comprehensive Plan* at their September 1<sup>st</sup> meeting.

A public hearing will be scheduled for the Amendment to the *Comprehensive Water and Sewerage Plan* to revise the sewer planning area to include the subject property.

I have forwarded a draft advertisement for this joint hearing to County Administration under separate cover. As always, I will be available to discuss this matter with you and the County Commissioners at your convenience. Should you have any questions or require future information in the interim, please do not hesitate to contact me.

Attachments

1. Environmental Program's transmittal letter and staff report to the Planning Commission; and
2. Minutes for the Planning Commission meeting on September 1, 2022
3. Additional Materials to Planning Commission from County Staff
4. Handout from Applicant to Planning Commission

**Attachment 1**

**Planning Commission  
Packet**



DEPARTMENT OF  
ENVIRONMENTAL PROGRAMS

**Worcester County**

GOVERNMENT CENTER  
ONE WEST MARKET STREET, ROOM 1306  
SNOW HILL, MARYLAND 21863  
TEL: 410-632-1220 / FAX: 410-632-2012

LAND PRESERVATION PROGRAMS  
STORMWATER MANAGEMENT  
SEDIMENT & EROSION CONTROL  
SHORELINE CONSTRUCTION  
AGRICULTURAL PRESERVATION  
ADVISORY BOARD

WELL & SEPTIC  
WATER & SEWER PLANNING  
PLUMBING & GAS  
CRITICAL AREAS  
FOREST CONSERVATION  
COMMUNITY HYGIENE

August 25, 2022

Worcester County Planning Commission  
Worcester County Courthouse  
1 West Market Street, Room 1201  
Snow Hill, MD 21863

RE: Transmittal-Comprehensive Water and Sewerage  
Plan Amendment –Town of Pocomoke City  
Sanitary Area – Expansion of Sewer Planning Area  
(SW-2022-02)

Dear Commissioners:

We are writing to forward the proposed *Worcester County Comprehensive Water and Sewerage Plan (The Plan)* amendment to expand the S-1 sewer planning area for the Pocomoke City Sanitary Area in *The Plan*, for your review and comment to the County Commissioners. According to Chapter One, Section 1.4.2 of *The Plan* (“Application for Amendments”), the applicant submitted a complete application and we have attached it.

Mr. Mark Cropper represents Royal Farms, Inc., which is the applicant for this amendment. We have also attached a letter from the Town of Pocomoke City indicating the Town’s acceptance of this connection amendment should it be approved. They have presented their reasoning for the acceptance of this additional customer and have also included a draft of their connection agreement specifying terms the Town is imposing on the applicant. This amendment seeks to expand the sewer planning area to add the Royal Farm store in New Church Virginia. The applicant requests the inclusion of the store’s flow, estimated at 2,250 gpd, in the sewer planning area of Pocomoke City. This potential new wastewater customer will contribute approximately nine (9) EDUs of flow according to the Town’s planning figures. The store will connect to a previously installed line completed in 2010 that serves the Virginia Rest Area Plaza, which is also located in New Church, Virginia, south of this property. That plaza tied into an existing force main that runs south from the corporate limits of Pocomoke City to the Virginia state line. The amendment for that prior connection was approved in 2010 under County Commissioner Resolution No. 10-11. That amendment also provided for the sewer main widening project that would assist with the delivery of sewage from the southern end of their service area to the plant.

WS Amendment Case No. 2022-02  
August 25, 2022

The current onsite septic system serving the property has failed and the option for repair is limited to a connection to public sewer. The Pocomoke City Wastewater Treatment Plant (WWTP) is already receiving their sewage as part of their septage receiving flow as the store is on a pump-and-haul arrangement at the present time. That use of the current septic system as a holding tank which needs pumping out every few days is a costly expense for the store's owner. The lack of a sufficient septic repair option for the store's septic system, a desire on the Town's part to avoid a blighted property on a major commercial route into town, and the presence of an existing sewer line that runs right in front of the store are just some of the reasons behind the consideration on the Town's part to plan for this connection. The corporation will pay all infrastructure, connection, and associated town charges for this sewer hookup. Besides the previously connected visitor's center, this is the only location over the Virginia state line that the town will support a tie-in to their WWTP.

There was a previously approved amendment (SW-2003-06) that approved the corridor of properties south of the town boundary to the Virginia state line. The town has annexed the median of Route 13 to the state line and the area was designated S-1 by the same amendment. This provides adjacency of an S-1 planning area for the subject property requested in this amendment. The transmission line is currently designated as a restricted access line and this amendment requests that designation remain, save for the addition of the subject property.

The Planning Commission is tasked by Section 1.4 of *The Plan* ("Procedures for Plan Amendments") to make a finding as to whether this amendment would be consistent with The Comprehensive Plan. The Planning Commission may also submit its project comments and recommendations. The findings and comments will be submitted to the County Commissioners. The County Commissioners will hold a public hearing and then take action on the proposal.

### **Comprehensive Plan Policies**

The Comprehensive Plan designates the area(s) designated for improvements (Maryland side) as Municipalities as they are within the municipal boundaries of Pocomoke City.

Municipalities are defined (p.12) as follows:

- "The towns with their existing public services are expected to take up much of the county's projected growth. This will occur through infill and through logical annexations. To minimize unnecessary land consumption, the majority of the towns' growth should occur through infill. Appropriate public service expansions should be planned."

The comprehensive plan goes on to state:

Chapter One, "Introduction" states:

- Provide for adequate public services to facilitate the desired amount and pattern of growth (p.8).

Chapter Three, "Natural Resources", under Total Maximum Daily Loads (TMDLs) states:

- Provides a goal that Worcester County recognizes the value of and is committed to conservation and protection of the following natural resources (...) clean surface and ground water (p.33).
- Worcester County recognizes the value of and is committed to conservation and protection of the following natural resources...clean surface and ground water (p. 33).
- Improve water bodies on the "Impaired Water Bodies (303d) List" to the point of their removal from this list (p. 33).



WS Amendment Case No. 2022-02  
August 25, 2022

- To address the county’s responsibility, all reasonable opportunities to improve water quality should be undertaken as a part of good faith efforts to meet the TMDL standards.” (p.36)

Chapter Four, “Economy” States:

- Work with the towns to help their economic development efforts (p.58).

Chapter Six, “Public Infrastructure” states:

- Consistent with the development philosophy, facilities and services necessary for the health, safety, and general welfare shall be cost effectively provided (p.70).
- Require new development “pay its way” by providing adequate public facilities to meet the infrastructure demand it creates (p.70).
- Plan for efficient operation, maintenance, and upgrades to existing sanitary systems as appropriate (p. 73).
- Sewer systems should be sized to serve their service areas planned for land uses (p. 74).

### Staff’s Comments

Staff comments are submitted below for your consideration.

1. The Pocomoke City WWTP has adequate available sewer capacity to handle this addition of flow.
2. The designation of (S-6, no planned service) for the intervening properties between the Virginia Visitor’s Center and the Maryland State Line, save for the subject property of this amendment, will deny access to the sewer line for any adjacent Virginia property owners. Only the existing customer, the Visitor’s Center, and the Royal Farms store will be allowed to connect to the sewer line.
3. Under the Plan Implementation Chapter of Pocomoke City’s Comprehensive Plan states under Economic Development that the town “actively promotes and supports the economic vitality in the region supporting appropriate development in its industrial park and along the US Rt. 13 business corridor (p.128).
4. The abandonment of the current commercially-sized, conventional, septic system that does not have advanced treatment will improve water quality in the Lower Pocomoke watershed of the Chesapeake Bay.
5. Pocomoke City already receives the wastewater from this facility as septage received in their WWTP because of the current pump-and-haul operating arrangement. A connection will supply metered usage revenue for the town in perpetuity. The planned agreement with Royal Farms and the letter detailing their reasoning why the Town desires this connection are included with this application.
6. *The Plan* states that proposed amendments must be consistent with *The Comprehensive Plan* and existing zoning classifications.

WS Amendment Case No. 2022-02

August 25, 2022

If you have any questions, please do not hesitate to contact me at (410) 632-1220.

Sincerely,



Robert J. Mitchell, LEHS, REHS/RS  
Director

**Attachments**

cc: WS Amendment File (SW 2022-02)

**Attachment 1**

**Application and attached  
Materials**

REQUEST FOR AMENDMENT  
TO  
THE WORCESTER COUNTY WATER AND SEWERAGE PLAN

\*\*\*\*\*

Mail or Present to: Department of Environmental Programs  
Government Center, Room 1306  
One West Market Street  
Snow Hill, Maryland 21863

All appropriate forms and profiles describing the request must be completed and attached hereto (Existing Sewerage System; Existing Water System; Planned Sewerage System; Planned Water System; profiles regarding same, etc.). Pertinent changes to tables currently contained in the Worcester County Water and Sewerage Plan and a copy of the proposed revised map must be submitted in conjunction with this request as well.

Review fees are as follows:

- A) Minor Water and Sewerage Plan Amendments (not pertaining to the addition or deletion of a water or sewer system): \$100.00
- B) Major Water and Sewerage Plan Amendments (pertaining to the addition or deletion of a water or sewer system): \$500.00

Type of Amendment: \_\_\_\_\_ Water  Sewerage \_\_\_\_\_  
 Other \_\_\_\_\_  
 Character of Amendment:  Addition \_\_\_\_\_ Deletion \_\_\_\_\_  
 Change \_\_\_\_\_

Applicant's Name, Mailing Address, Phone Number and Appropriate Contact Person:

Royal Farms  
Chris Bollino, Construcion Manager  
3611 Roland Ave  
Baltimore, MD 21211

Owner's Name, Mailing Address, Phone Number and Appropriate Contact Person (if different from applicant):

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Property Identification: Royal Farms Store #79, 2497 Lankford Highway, New Church, VA 23415

Tax Map(s) \_\_\_\_\_ Parcel(s) \_\_\_\_\_ Tax



EXISTING SEWERAGE SYSTEM

System Name: Pocomoke City Sewer System

Area Served: Pocomoke City Limits, Annexed Areas, & Virginia Welcome Center

Owned By: City of Pocomoke

Operated By: City of Pocomoke

	Current	2010	2020
Population (EDUs, if App.):			
Served:			4,200
Unserved:			
GPCD (EDUs, if App.):			
Capacity (MGD):			
Demand:			
Planned:			
Collection System:	<u>Combined Gravity and Pump Stations</u>		

Treatment Plant:

Location: 1634 Dunn Swamp Road, Pocomoke City, MD 21851

Type: ENR Biolac Treatment Plant  
Enhanced Nutrient Removal

Site Size (Acres):

    Occupied: 125 +/- acres

    Vacant: No

Site Capacity (MGD):

    Secondary: N/A

    Advanced: 1.4 MGD

Existing Capacity (MGD): 1.4 MGD

Existing Flow (MGD):

    Average: 0.550 MGD

    Peak: 1.2 MGD (in storm conditions)

Sludge Disposal: None

Discharge:

Type of Discharge: Effluent discharge to the Pocomoke River

Location of Discharge: (not exposed) McMichael Ave, Pocomoke City

NPDES Permit: \_\_\_\_\_

Planned Expansion, Alteration, Abandonment or Other Changes, Allocation, Agreements,  
Policies, Facility Plan, Etc.:

Royal Farms Store #79 in New Church, VA to hook sewer discharge to the Pocomoke City  
sewer main. Grease trap provided on-site prior to sewer main.

---

## PLANNED SEWERAGE SYSTEM

System Name: Pocomoke City Sewer SystemPriority Category: ASAPArea to be Served: RoyalFarms Store #79, New Church, VAPopulation to be Served (EDUs, if App.): Employees and customersTo Be Constructed By: TK ConstrctionTo Be Owned By: Sewer Main to be owned by Pocomoke City  
Lateral to main from store to be owned by Royal FarmsTo Be Operated By: Sewer Main to be operated by Pocomoke City  
Lateral and pump station to be owned by Royal FarmsPlanned Collection System: Sewer main

Planned Treatment Facility:

Type: Pocomoke City Wastewater Treatment PlantCapacity (MGD): 1.4 MGD

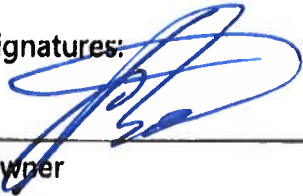
Discharge:

Type: Effluent to Pocomoke River - GravityLocation: McMichael Ave, Pocomoke City, MDEstimated Cost and Source of Funding: Royal farmsEstimated Begin Construction: ASAPEstimated Complete Construction: 1 month

District \_\_\_\_\_

Nearby Roads: Marva Road, U.S. Route 13 (Lankford Highway)

Community: \_\_\_\_\_

Signatures: 

6-15-2027

Owner

Date

Date

Applicant



# POCOMOKE CITY, MARYLAND



To: Robert Mitchell, LEHS, REHS/RS  
 Director, Department of Environmental Programs  
 Worcester County

August 24, 2021

From: Jeremy Mason  
 City Manager- Pocomoke City

RE: Royal Farms tie-in to Pocomoke City sewer main

Mr. Mitchell,

Pocomoke City is in full support of allowing Royal Farms to begin using their connection from the store to the sewer main. Below are some bullet-points for consideration by Worcester County when addressing the proposed amendment to the Comprehensive Plan:

- 1) The Pocomoke City wastewater facility is already receiving the septage from the Royal Farms holding tank via pump trucks and will continue to do so until the sewer main is tapped into. Currently, the existing on-site septic is beyond repair.
- 2) Pocomoke City sees this as a way to support commerce on the Rt 13 commercial corridor and to avoid the possibility of future blighted, closed or failing businesses on the corridor due to lack of sewer availability, which would also inhibit future commercial development.
- 3) This tie-in will be maintenance-free for the City of Pocomoke and Worcester County (Royal farms will maintain the connection in perpetuity).
- 4) The tie-in will allow for a better protected area environmentally through the elimination of a failing drain field and potential sewer spills on a neighboring property (Worcester County)
- 5) The Royal Farms tie-in will provide metered-usage revenue for the City of Pocomoke in perpetuity.
- 6) The Royal Farms store is the only location over the Virginia line that Pocomoke City will support to tie-in. No other location over the Virginia line will be considered in the future.
- 7) The sewer main connection that Royal Farms installed in 2021 is not currently active, and is locked in place in off-mode. Our Wastewater superintendent verifies each week that there is no septage being pumped from Royal Farms to the sewer main.

Sincerely,

Jeremy J. Mason, CPM  
 City Manager





**POCOMOKE CITY, MARYLAND**

Pocomoke City and Royal Farms agree to the following terms on the condition that the Worcester County Commissioners approve the amendment to the Worcester County Comprehensive Plan to allow the Royal Farms store located at 2497 Lankford Highway, New Church, Virginia 23415 to tie into and utilize a sewer connection to the Pocomoke City Wastewater Treatment Plant:

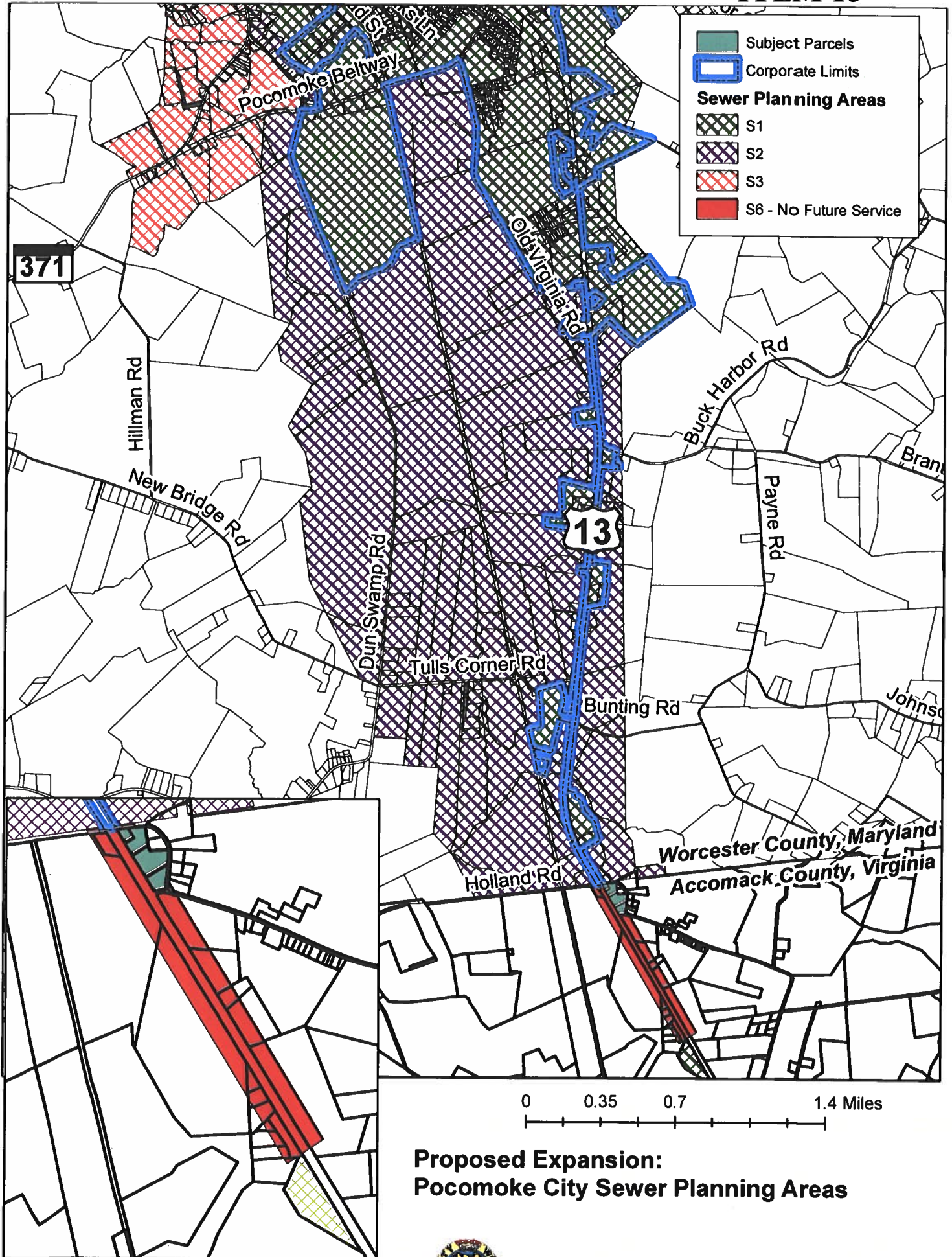
- 1) Royal Farms will prepay Pocomoke City a one-time \$300,000 flat fee for metered sewer usage for the period beginning in 2021 and extending through December 31, 2026. The tie-in/hook up and permit fees will be paid from this cost. The payment will be made within 30 days of the Worcester County Commissioners approval of the amendment to the Worcester County Comprehensive Plan. Payment will be mailed to PO Box 29 Pocomoke City, Maryland 21851.
- 2) Beginning in 2027, metered sewage fees will be set by the Council as part of the annual fee schedule.
- 3) Royal Farms agrees to cover all construction and engineering costs for the project. This includes any costs involving the Maryland Department of Transportation, Virginia Department of Transportation, Worcester County or Accomack County.
- 4) Royal Farms agrees to let Pocomoke City’s engineering firm (GMB) review the plans from its engineering firm prior to construction or any amendment to the current connection.
- 5) Royal Farms will be responsible for all ownership and maintenance of the lift station. Grease will not be allowed to enter into the force main. Royal Farms is responsible for maintaining a separate grease trap on the property. If grease enters into the force main from Royal Farms, Pocomoke City may petition the Worcester County Commissioners to rescind the amendment to the Worcester County Comprehensive Plan to allow the connection.

John Kemp, President Royal Farms	Date	Jeremy Mason, City Manager Pocomoke City, Maryland	Date

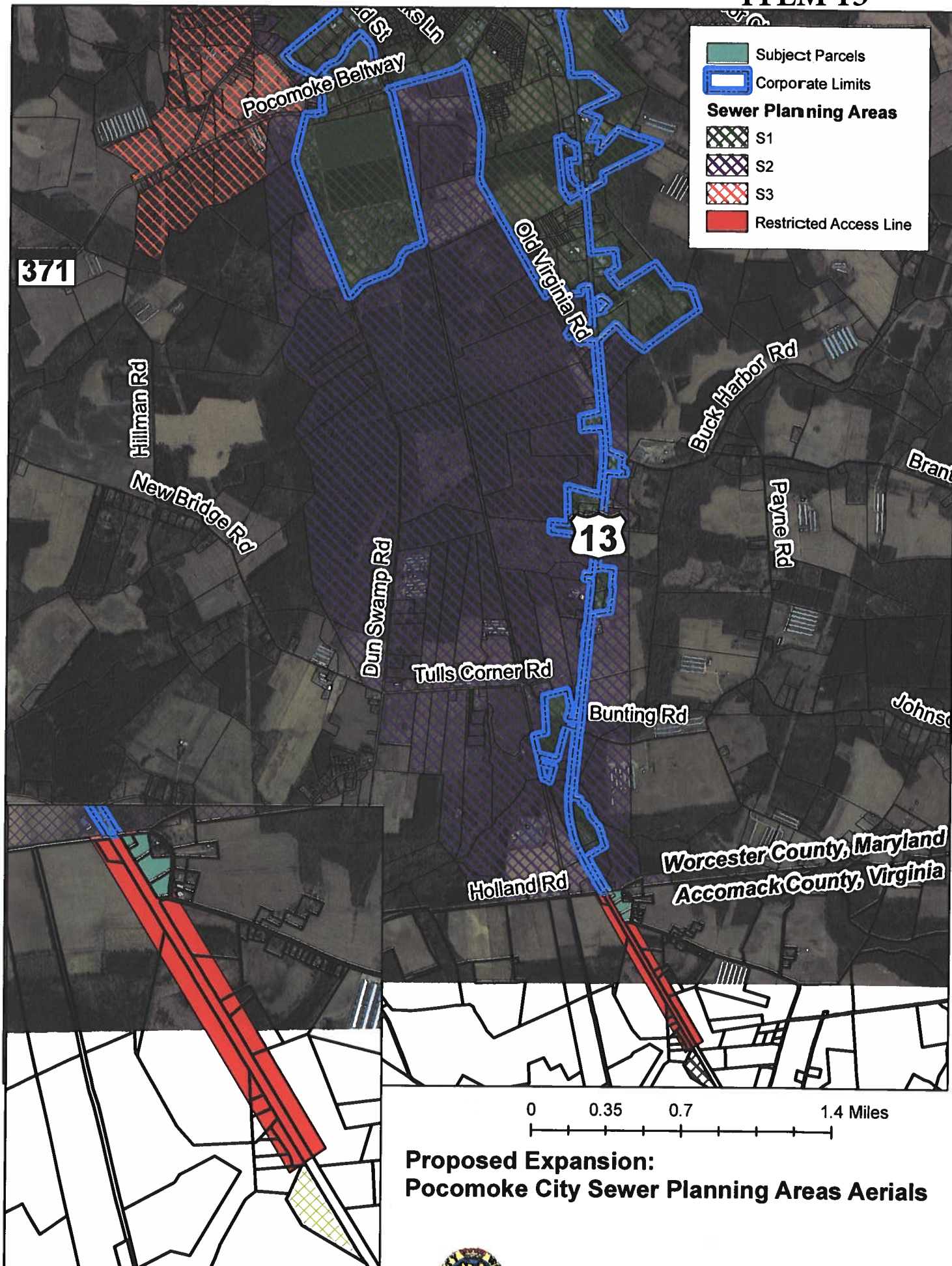
# Attachment 2

# Maps





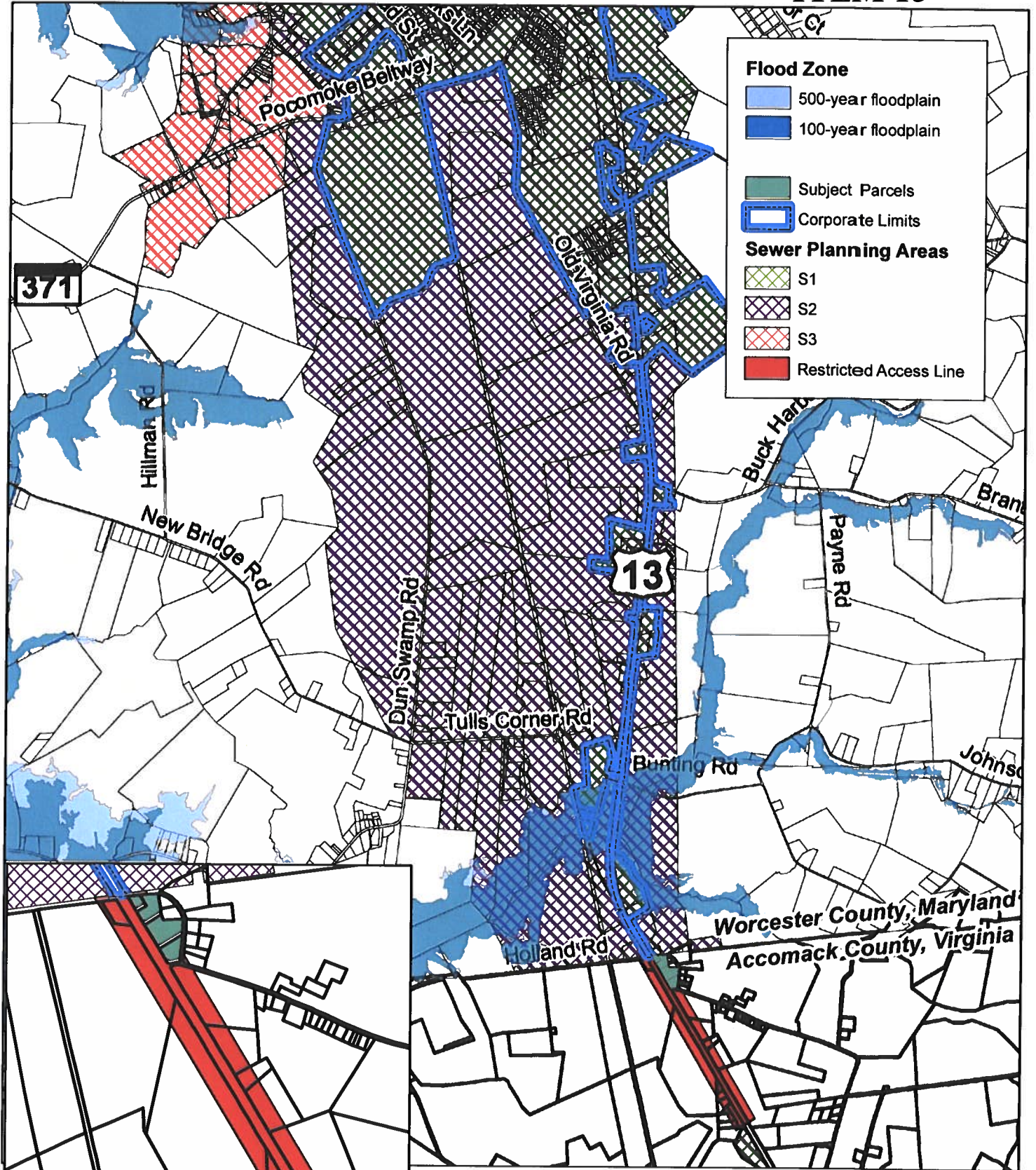




Proposed Expansion:  
Pocomoke City Sewer Planning Areas Aerials







**Flood Zone**

- 500-year floodplain
- 100-year floodplain

**Subject Parcels**

- Subject Parcels

**Corporate Limits**

- Corporate Limits

**Sewer Planning Areas**

- S1
- S2
- S3

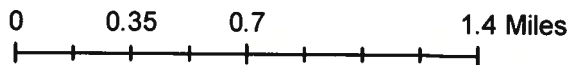
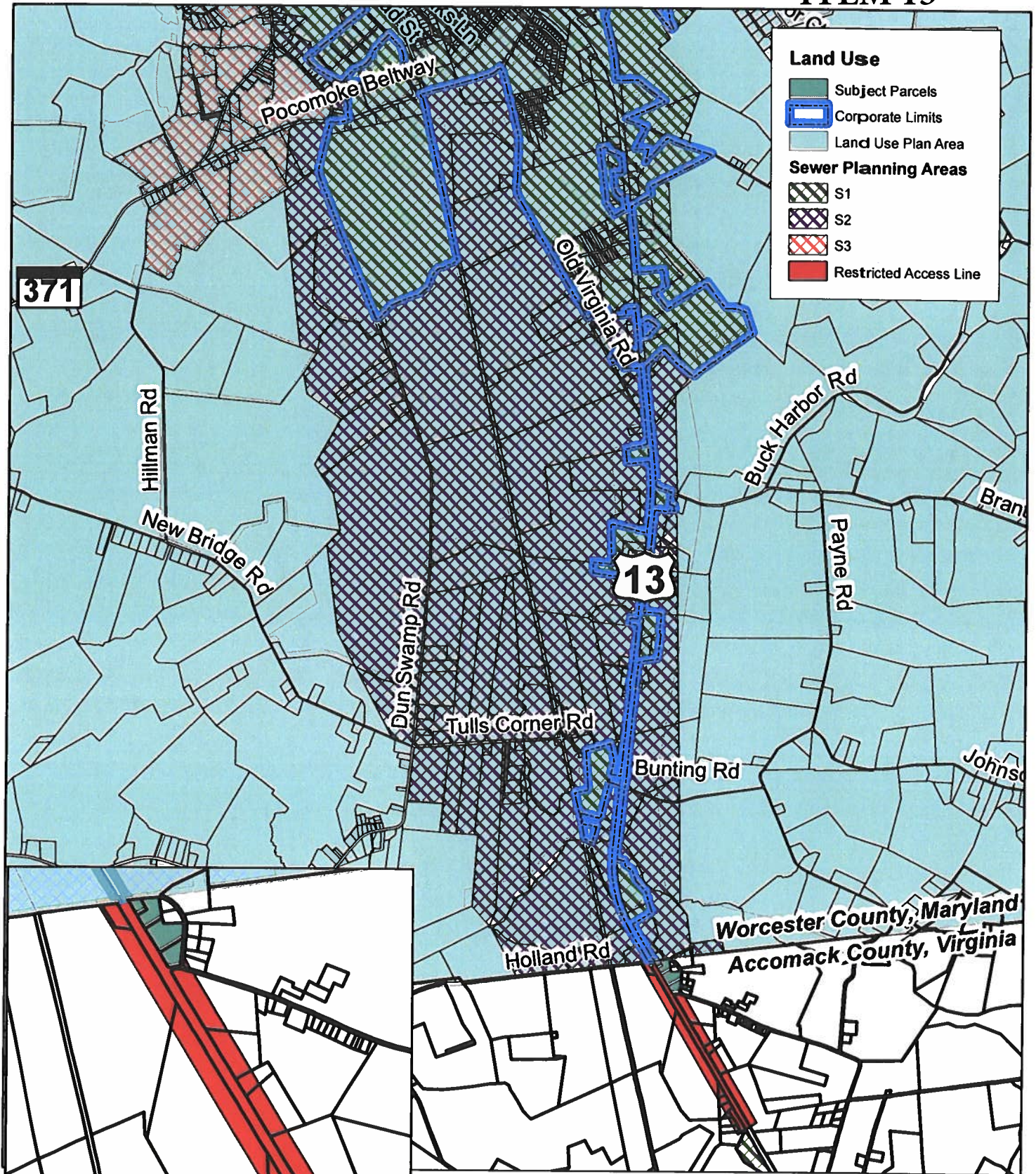
**Restricted Access Line**

- Restricted Access Line

**Proposed Expansion:  
Pocomoke City Sewer Planning Areas  
Flood Zones**



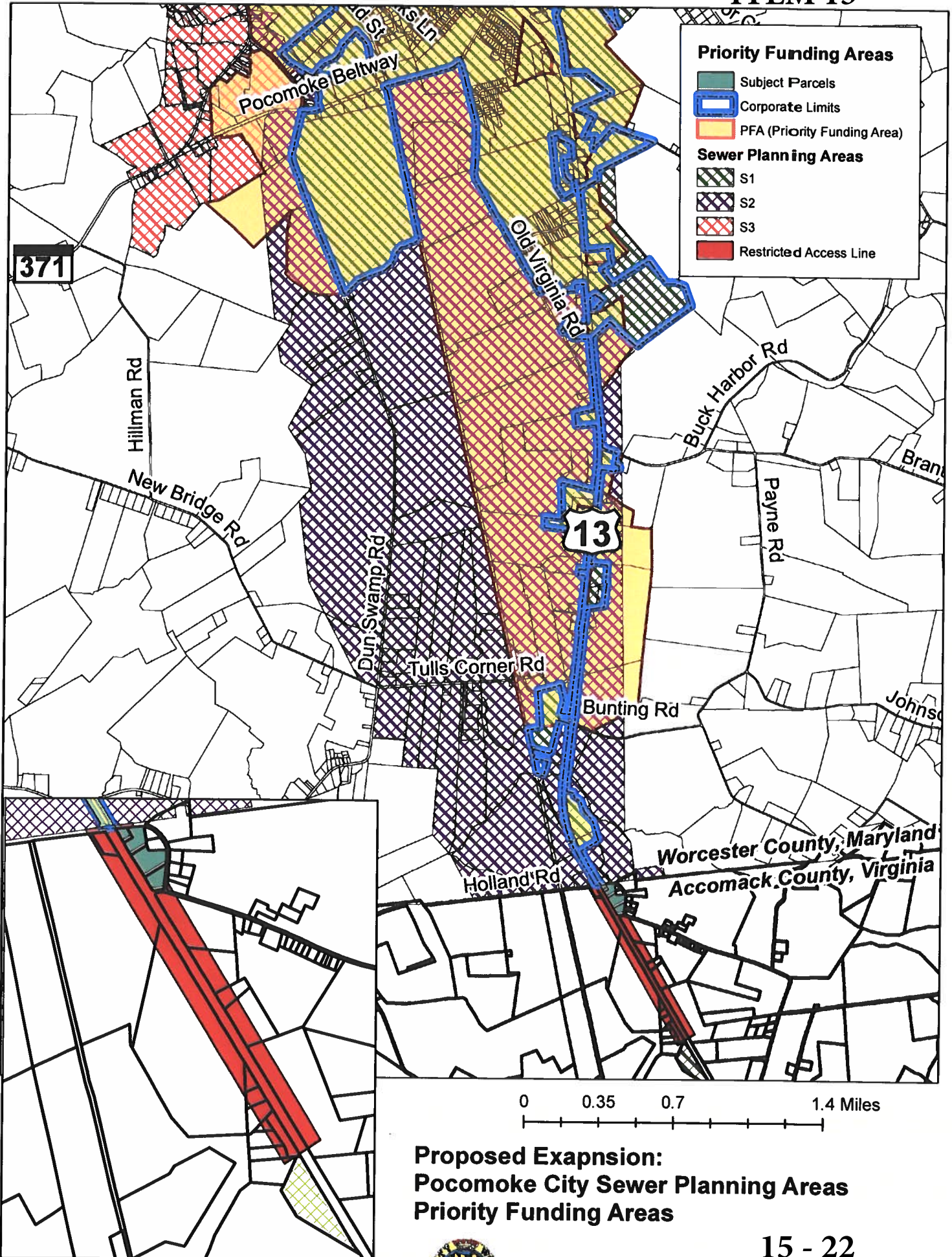




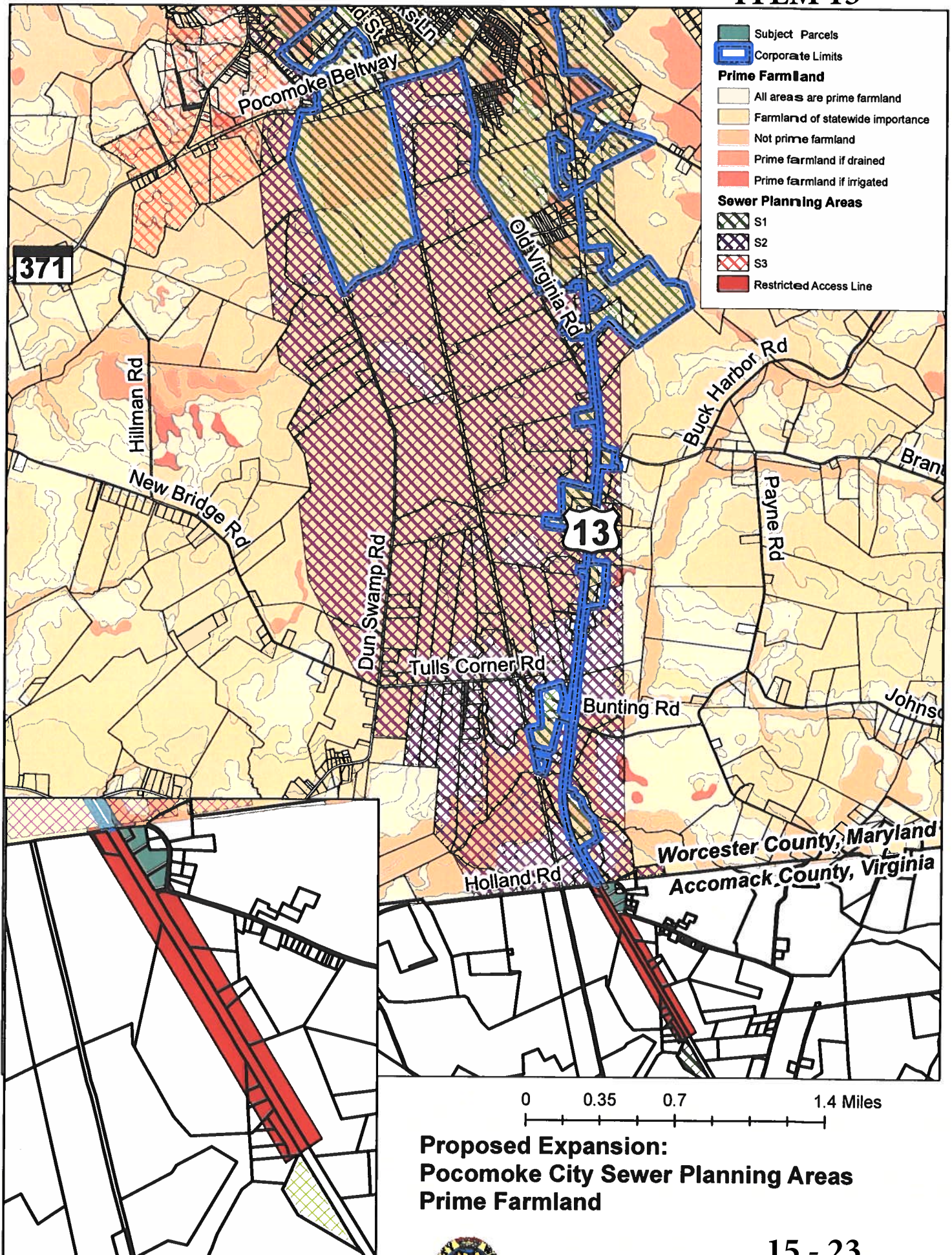
**Proposed Expansion:  
Pocomoke City Sewer Planning Areas  
Land Usage**



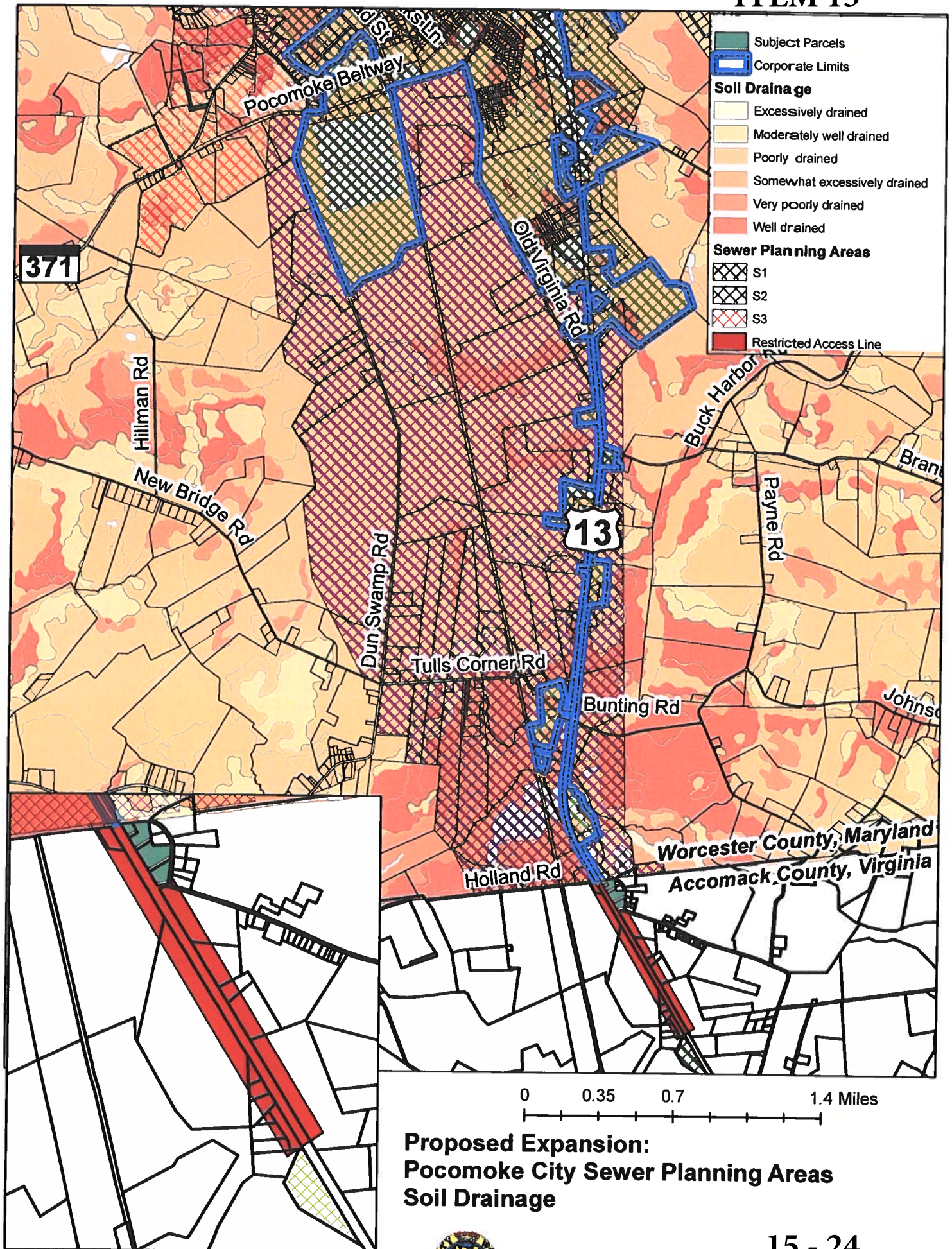




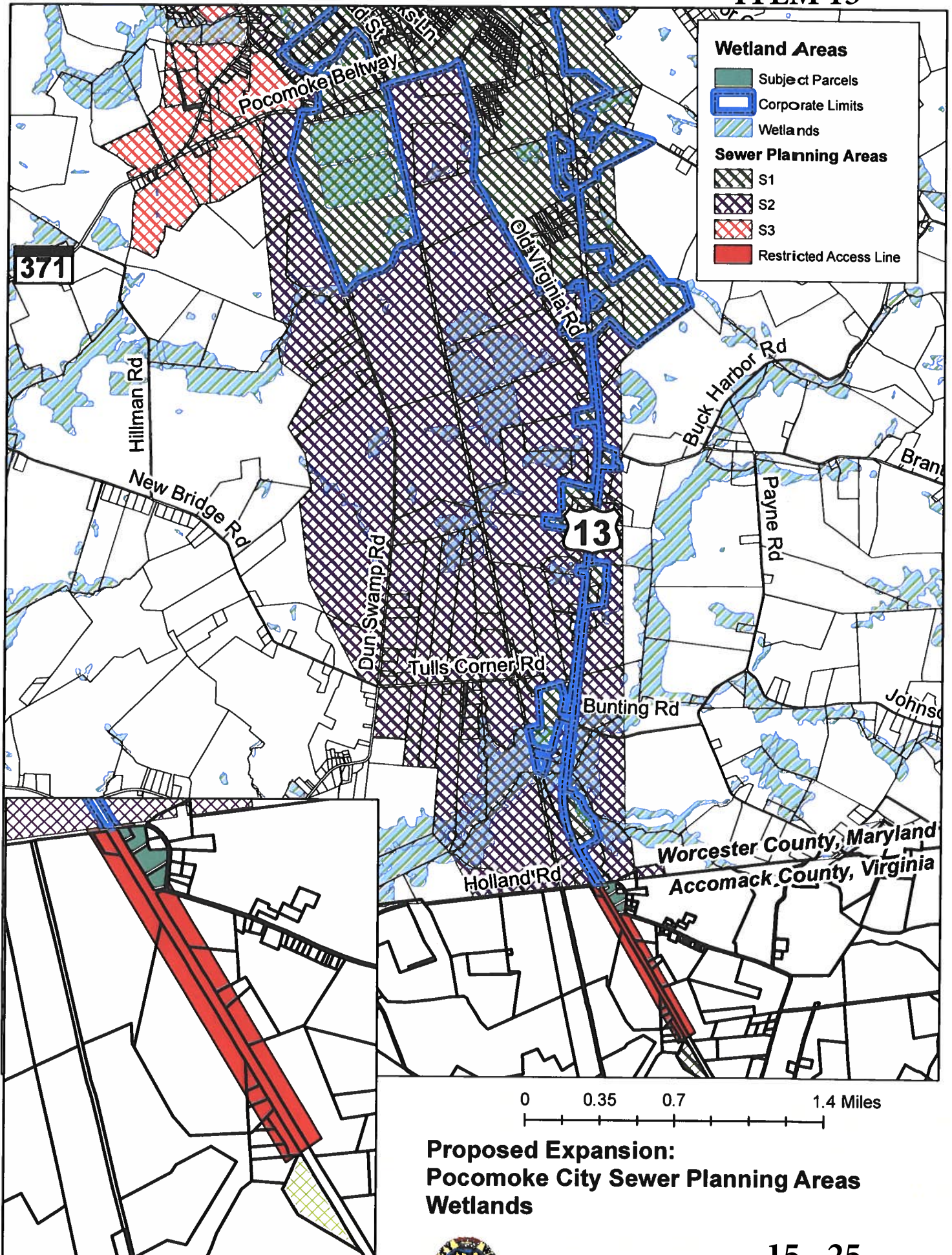




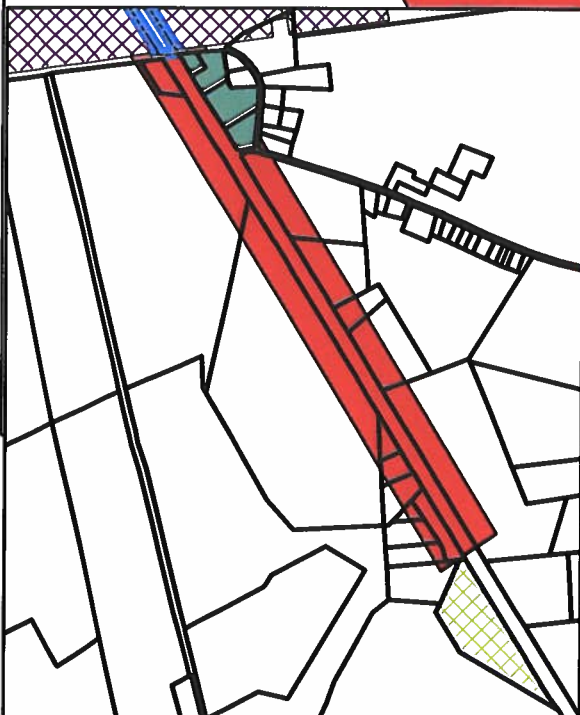
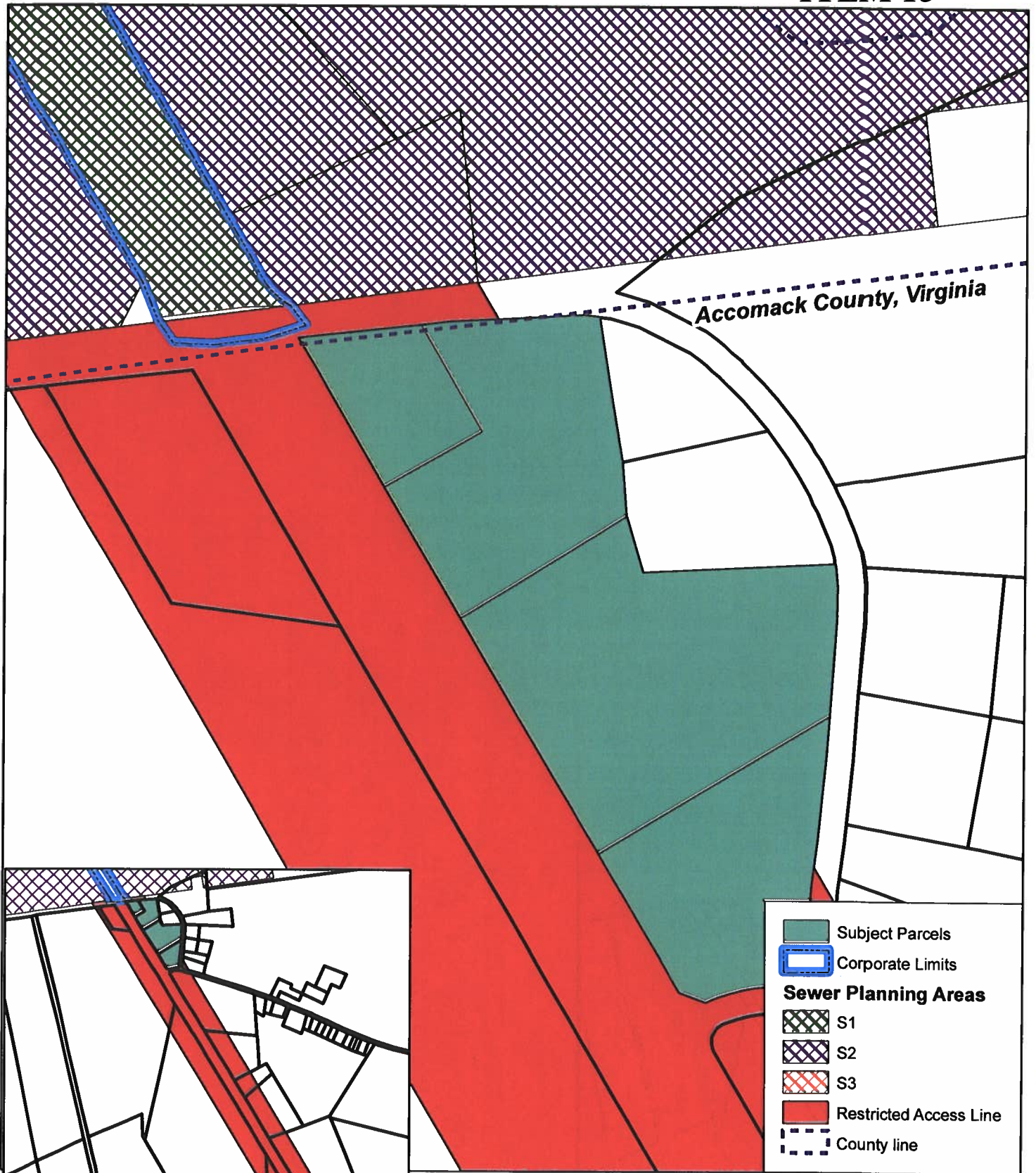












**Proposed Expansion:  
Pocomoke City Sewer Planning Areas Aerials**

Case No. SW2022-01

**15 - 26** Worcester  
County Environmental Programs and Accomack County, Virginia

Data Sources:



**Attachment 2**

**Planning Commission  
Minutes**

**VI. Comprehensive Water and Sewerage Plan Amendment**

- A. As the next item of business, the Planning Commission reviewed an application associated to expand the Pocomoke City sewer planning area to serve a single property, the Royal Farm store located just south of the Virginia state line in New Church Virginia in the *Master Water and Sewerage Plan (The Plan)*. Royal Farms, submitted the amendment and were represented by Mark Cropper. Robert Mitchell, Director of Environmental Programs presented the staff report to the Planning Commission.

Mr. Mitchell explained that the applicant requests the inclusion of the store's flow, estimated at 2,250 gpd, in the sewer planning area of Pocomoke City. This flow would amount to nine (9) EDUs of flow according to the Town's planning figures. He indicated that this is essentially the same application as the one the Town submitted in 2021, this time with a different applicant, Royal Farms. The store will connect to a previously installed line completed in 2010 that serves the Virginia Rest Area Plaza, which is also located in New Church, Virginia, south of this property. That plaza tied into an existing force main that runs south from the corporate limits of Pocomoke City to the Virginia state line. Mr. Mitchell added the amendment for that prior connection was approved in 2010 under Worcester County Commissioner Resolution No. 10-11. That amendment also provided for the sewer main widening project that would assist with the delivery of sewage from the southern end of the Town's service area to the plant.

Mr. Mitchell further explained that the current onsite septic system serving the property has failed and the option for repair is limited to a connection to public sewer. He noted that the Pocomoke City Wastewater Treatment Plant (WWTP) is already receiving their sewage as part of their septage receiving flow as the store is on a pump-and-haul arrangement at the present time. That use of the current septic system as a holding tank which needs pumping out every few days is a costly expense for the store's owner. The lack of a sufficient septic repair option is why the Royal Farms ownership group is applying for this amendment. The corporation will pay all infrastructure, connection, and associated town charges for this sewer hookup. Besides the visitor's center, this is the only location over the Virginia line that the town will support a tie-in to their WWTP. The transmission line is currently designated as a restricted access line and this amendment requests that designation remain, save for the addition of the subject property.

Mr. Mitchell added that he also provided the Rt 13 Utility Contract for Sewer Service between Virginia Department of Transportation (VDOT) and Pocomoke City to the Planning Commission before the meeting. That contract details how the original connection was made for the Visitor's Center. County staff also provided with the application a letter from the Town indicating support of this proposed connection, reasoning for their support of the connection, and includes the proposed contract for connection between the Town and Royal Farms.

Mr. Cropper introduced himself and indicated to the Planning Commission that he was here representing the applicant, Royal Farms. He introduced Chris Bollino, Royal Farms construction manager and Jeremy Mason, City Manager for the Town of

Pocomoke City. He indicated that the 2021 amendment failed at the County Commissioner public hearing on a 3-3 tie. He further explained that Commissioner Church was not present for that hearing, and would like the opportunity to be heard on this matter. Mr. Cropper explained to the Planning Commission that the amendment was in conformance with the County Comprehensive Plan and the Town's plan, the same as the last amendment. He said the Town does receive this sewage currently via pump and haul by sewage trucks delivering to the Town's wastewater plant. He indicated that the pipe is already in the ground in front of the store, the pipe is sized for the addition of this store, everyone knows this works, and that it's just a matter of the County Commissioners approving this amendment

Mr. Cropper introduced Chris Bollino, construction manager for Royal Farms. He asked if everything was the same as before, Mr. Bollino responded it was. He asked Mr. Mason, City Manager, if everything was the same as before, Mr. Mason responded it was. He asked if the Town agreed with this connection and Mr. Mason indicated it was and referenced the letter from his office that is in the application packet. He also indicated that the Town wanted to modify the existing agreement with VDOT and VDOT has approved this connection by virtue of the connection permit approval.

Mr. Cropper introduced Jeff Harman of Becker Morgan to explain specifics involved with the connection. Mr. Harman indicated that the sewer force main running by the store is currently utilizing 18% of its capacity, the store would take another 10% of the line's capacity, leaving over 70% of the capacity for the remaining customers along the main route. Mr. Cropper stated that the owners of the Royal Farms store had replaced the system twice and could not replace the system again on the property. Due to the expenses in hauling multiple loads to the Town's plant, if they cannot secure this connection, they will have to shut down the store that has been there 29 years and lay off the 40 employees, many who are from the Pocomoke City area.

Mr. Cropper handed out an exhibit for the Planning Commission and staff that depicted the store location and environmental features adjacent to the property. They indicated drainage from the store's property would flow to Worcester County to Pitts Creek, a tributary of the Pocomoke River. Mr. Harman said that eliminating the threat of surface runoff to the creek and ending the pump and haul trips to the wastewater plant, up to four (4) times a week, would be a benefit to the local environment.

Mr. Cropper finished his presentation by stating this amendment was favorable with the Comprehensive Plan. He added positive economic talking points regarding this potential connection: that Royal Farms has invested millions of dollars in Worcester County for their existing properties and was a large employer of county residents. Regarding similar instances of cross-border service, Mr. Cropper mentioned that there are over 250 residential properties in northern Worcester County served by Delaware treatment plants, that have an assessed value of tens of millions of dollars. He closed by asking for a favorable recommendation as was done in the prior amendment by the Planning Commission.

## ITEM 15

The Planning Commission members did have a few comments. Mr. Barbierri, Chairman, indicated that he was concerned about the accidents in the Rt 13 corridor and didn't like the idea of multiple truckloads a week from this store traversing those heavily travelled roads. Mr. Wells said he objected to the connection to the Virginia store. He said others would try to connect and if this continues then Virginia needs to establish a sewer service in the area. He also added that it would take capacity from the Pocomoke wastewater plant.

Following the discussion, a motion was made by Ms. Ott, seconded by Ms. Knight, to find this application consistent with the *Comprehensive Plan* and recommended that they forward a favorable recommendation to the County Commissioners. The vote was 4-2 with Commissioners Clayville and Wells opposed.



**Attachment 3**

**Additional Materials  
Submitted to Planning  
Commission by Staff**

**MEMORANDUM OF AGREEMENT  
UTILITY CONTRACT FOR SEWER SERVICE**

**Virginia Department of Transportation  
And  
Pocomoke City, Maryland**

**THIS AGREEMENT** is made and entered into this 2<sup>nd</sup> day of May, 2011 between the Commonwealth of Virginia Department of Transportation, (herein referred to as "VDOT"), and Pocomoke City, Maryland (hereinafter referred to as "the City").

**WITNESSETH**

**WHEREAS**, VDOT owns and operates a safety rest area and welcome center on Route 13 in Accomack County, Virginia (Rest Area) and desires to discontinue use of its own wastewater treatment facilities and connect to the City's wastewater treatment system (City Utility System); and

**WHEREAS**, the City is agreeable to connecting the Rest Area to the City Utility System provided VDOT constructs the required facilities (Connector Facilities) between the Rest Area and the City's Utility System, pays the connection fee and monthly service fee as provided in this Agreement, and abides by the other terms of this Agreement and the Ordinances and Regulations of the City.

**NOW THEREFORE**, for the mutual considerations herein contained, the parties agree as follows:

- A. VDOT will design and construct the Connector Facilities, including a new pump station and force main, between the Rest Area and the City Utility System. The Connector Facilities shall be constructed to plans and specifications as mutually agreed in writing by both VDOT and the City.
- B. VDOT will obtain permits for the construction of the Connector Facilities, including the wastewater lines within the highway right-of-way in the State of Maryland. The City will cooperate with VDOT in the acquisition of permits, as necessary.
- C. VDOT's consulting engineer will design and prepare the project plans, specifications and estimates for the Connector Facilities and VDOT will cause the project to be bid in accordance with the Code of Virginia and constructed according to the project plans and specifications. VDOT will supervise the construction and the City will have the right to inspect the Connector Facilities while under construction and approve construction of the same in accordance with the approved plans and specifications.



- D. The City will provide a wastewater connection point for VDOT to tie the Connector Facilities into the City Utility System, approximately 1245 linear feet past the state line on Route 13. The final tie-in shall be shown on a location map mutually agreed to in writing by both VDOT and the City prior to completion of the final plans and specifications.**
- E. Upon completion of the Connector Facilities the City will assume all ownership, operation and maintenance of that portion of the Connector Facilities in Maryland, including the approximate 1245 L.F. of force main that begins at the Virginia – Maryland state line and connects to the City's existing Utility System.**
- F. Upon completion of the Connector Facilities VDOT will assume all ownership, operation and maintenance of that portion of the Connector Facilities located in Virginia, including the force main on VDOT right of way as well as any lines, equipment and facilities located in its buildings or elsewhere at the Rest Areas.**
- G. VDOT will pay to the City a connection fee of \$150,000 for connection to the Utility System to be paid upon completion of the Connector Facilities and the commencement of service.**
- H. It is expected that the Rest Area will generate an annual flow of 10,000 gpd of wastewater and the City agrees to collect and treat at least this amount of wastewater from the Rest Area. VDOT will pay the City for its services based upon the monthly metered usage for the Rest Area at the wastewater fee rate charged by the City for commercial customers. The City will read the meter and bill VDOT for payment on a monthly basis, and VDOT will pay for such service promptly upon billing. Service may be modified or terminated as provided in the rules, regulations and ordinances governing wastewater treatment as adopted and amended by the City.**
- I. The City and VDOT agree to the following additional covenants.**
- 1) If, at any time after the initial construction of the Connector Facilities is completed, it becomes necessary due to highway construction or improvements initiated or approved by VDOT to relocate, reconstruct or modify the Connector Facilities, the complete cost of relocation will be the responsibility of VDOT. If, at any time after the initial construction of the Connector Facilities is completed, it becomes necessary, due to highway construction or improvements initiated or approved by the City, to relocate, reconstruct or modify the Connector Facilities located in the State of Maryland, the complete cost of such relocation, reconstruction or modification shall be paid for by the City.**
  - 2) The City agrees that no service taps for service to any customer other than VDOT will be made from within the City's or the State of Maryland's right of way to the Connector Facilities unless VDOT approves in writing, in advance.**
  - 3) This agreement shall be binding on each party and each party's successors, assigns and legal representatives in respect to all covenants and agreements herein.**

- 4) All notices, demands and other communications under this agreement shall be in writing and either personally served or given by certified mail, postage prepaid, return receipt requested, if to VDOT, to:

**VDOT Maintenance Division  
1401 E. Broad Street  
Richmond VA, 23219  
Attn: Allen Campbell;**

and if to the City, to:

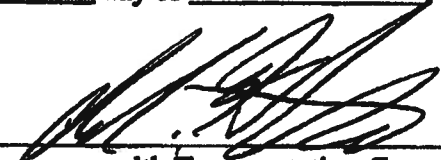
**City Manager  
Pocomoke City  
101 Clarke Avenue  
Pocomoke City, MD, 21851**

or to such other addresses as may be requested by the parties in writing at least one (1) week prior to the date of such notice. Any notice given shall be deemed given when delivered, if personally served, or if delivered by mail, three (3) days after being posted with the U.S. Post Office, first class postage pre-paid.

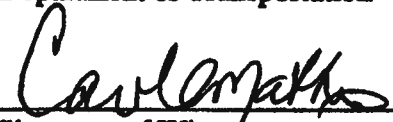
- 5) If any clause, section or provision of this agreement is held to be illegal, invalid or unenforceable by a court of competent jurisdiction, such illegality, invalidity or unenforceability shall not affect any of the remaining clauses, sections or provisions hereof, and this agreement shall be construed and enforced as if the illegal, invalid or unenforceable clause, section or provision had not been contained in it.
- 6) The failure of VDOT or the City to insist in any one or more cases upon the strict performance of any of the promises, representations or warranties of this agreement shall not be construed as a waiver or relinquishment of any right as to future performance of the same or any other promises, representation or warranty hereof. No waiver by VDOT or the City of any provision of this agreement shall be deemed to have been made unless expressed in writing signed by the party making the waiver.
- 7) If any party to this agreement asserts a legal challenge against the other party, such challenge shall be brought in the jurisdiction and in accordance with the laws of the jurisdiction of the other party.
- 8) This Agreement shall be construed and governed in accordance with the Constitution and laws of the Commonwealth of Virginia. Nothing in this Agreement shall be construed to subject VDOT or the Commonwealth of Virginia or the City to the jurisdiction of any court or governmental authority of any other state. Nothing in this Agreement shall be construed to be a waiver of the sovereign immunity of VDOT, the Commonwealth of Virginia or the City.

Insofar as authorized by law, this agreement shall be binding upon the parties hereto, their successors or assignees; however, this agreement may be amended or terminated upon the written agreement of both VDOT and the City.

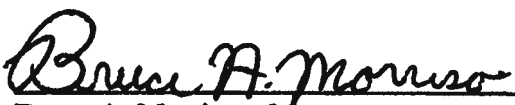
In WITNESS WHEREOF, the parties sign and cause this Agreement to be executed on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

  
\_\_\_\_\_  
Commonwealth Transportation Commissioner  
Commonwealth of Virginia  
Department of Transportation

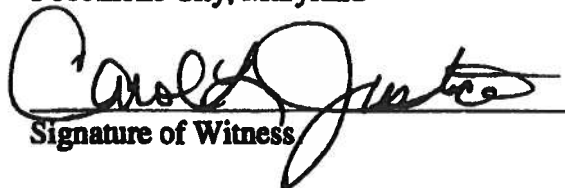
5/29/11  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Signature of Witness

5/29/11  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Bruce A. Morrison, Mayor  
Pocomoke City, Maryland

5/3/11  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Signature of Witness

May 3, 2011  
\_\_\_\_\_  
Date

9) **Nothing in this Agreement shall be construed to as creating any personal liability on the part of any officer, employee or agent of the parties, nor shall it be construed as giving any rights or benefits to anyone other than the parties to this Agreement.**

10)

**The parties hereto covenant and warrant to each other that all formalities and approvals necessary to validly enter into this agreement have been observed and obtained prior to the execution of this agreement.**

**This agreement may be amended to add, modify, or delete provisions with the written, mutual consent of VDOT and the City.**

**EXHIBIT A**

**Plats Depicting Easement Locations**

**COMMISSIONER'S AGREEMENT TRANSMITTAL FORM**

This form is to be used only for agreements submitted to the Commissioner or his designee for signature. Please see Instructions on page 2 for further information and submit to the appropriate member of the Commissioner's staff.

ⓐ To be completed by Division/District: CO Maintenance Division  
 Submitted By: Emmett R. Heltzel, P.E. Phone: 804-786-2949  
 Date Due: 06/01/11 mm/dd/yy Date Returned: \_\_\_\_\_  
 Agreement/Project Name: Memorandum of Agreement Utility Contract for Sewer Service, Virginia Department of Transportation and Pocomoke City, Maryland  
 Contractor/Consultant Name: Pocomoke City, Maryland Contract Amount: \$150,000.00  
 Purpose of Agreement: The agreement is for sanitary sewer flow acceptance from Pocomoke City by the VDOT New Church Rest Area and Welcome Center, located on Route 13.  
 Project & UPC Number: pending  
 Project & UPC Number: \_\_\_\_\_

Note: Attach Form AS-58 if agreement pertains to consultant contract. Form AS-58 attached?  Yes  Not applicable

Comments/Special Handling Instructions: \_\_\_\_\_

ⓑ Approval of Agreement- Name of person approving agreement & date for all that apply  
 Division/District Administrator: Emmett R. Heltzel Date: 5/18/2011  
 Other (specify name & title): \_\_\_\_\_ Date: \_\_\_\_\_  
 Reviewed by the Office of the Attorney General (See Instructions) Date: 05/16/2011

ⓒ Commissioner's Staff Approval - Signature of Commissioner's Staff approving agreement & date. The CFO must approve if agreement involves the expenditure of funds as well as the Deputy or Director/Chief responsible for the Division/District. Signature on this form certifies that all applicable approvals & reviews have been completed:

	<u>Signature</u>	<u>Approved</u>	<u>Not Approved</u>	<u>Date</u>
<input type="checkbox"/>	Charles Kilpatrick	<input type="checkbox"/>	<input type="checkbox"/>	_____
<input type="checkbox"/>	Reta Busher	<input type="checkbox"/>	<input type="checkbox"/>	_____
<input checked="" type="checkbox"/>	John Lawson	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>5/23/2011</u>
<input type="checkbox"/>	Gary Allen	<input type="checkbox"/>	<input type="checkbox"/>	_____
<input type="checkbox"/>	Malcolm Kerley	<input type="checkbox"/>	<input type="checkbox"/>	_____
<input checked="" type="checkbox"/>	Constance Sorrell	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>5/22/2011</u>
<input type="checkbox"/>	Richard Walton	<input type="checkbox"/>	<input type="checkbox"/>	_____
<input type="checkbox"/>	Wanda Wells	<input type="checkbox"/>	<input type="checkbox"/>	_____
<input type="checkbox"/>	Jeff Caldwell	<input type="checkbox"/>	<input type="checkbox"/>	_____
<input type="checkbox"/>	Grindly Johnson	<input type="checkbox"/>	<input type="checkbox"/>	_____

Commissioner's Staff Comments: \_\_\_\_\_

ⓓ Commissioner's Approval -  Approved  Not Approved Date: 5/29/11

Comments: \_\_\_\_\_

Print Fc

APPLICATION FOR UTILITY PERMIT  
MARYLAND STATE HIGHWAY ADMINISTRATION

Permit No.: \_\_\_\_\_

Date: 2011-06-14 15:46:08

SECTION I - TYPE OF PERMIT REQUEST (Check One Only)

- Utility Construction Permit
- Blanket Permit (Tree Trimming, Utility Infrastructure Maintenance/Emergency Permit)
- Utility Installation and Upgrade Permit Extension Permit Number to be Extended: \_\_\_\_\_
- Utility Relocation Permit (for SHA Projects) SHA Project Number: \_\_\_\_\_
- Remarks/Reason for need of extension:  
VDOT intends to extend rest area wastewater discharge to Pocomoke City Utility system

SECTION II - UTILITY COMPANY INFORMATION

Name: Pocomoke City, Maryland Phone: +1 (410) 957-1333  
 Address: 101 Clark Avenue Fax: +1 (410) 957-0939  
 City: Pocomoke City State: MD Zip: 21851 E-mail: russ@cityofpocomoke.com

SECTION III - LOCATION & DESCRIPTION OF FACILITIES UNDER PERMIT

A. LOCATION OF WORK

SHA Route #: US Route 13 Also known as (street name) Lankford Highway  
 From: MD/VA State Line (Holland Road) To: ±1250' north of State Line at US 13 Visitors' Center.  
 County: Worcester Utility Company's Reference # or Job ID #: \_\_\_\_\_

B. DESCRIPTION OF PROPOSED UTILITY WORK

- Routine Maintenance & Repair of Existing Utilities  Construction / Relocation of Underground Utilities
- Construction / Relocation of Aerial Utilities  Other (Specify) \_\_\_\_\_

Description of proposed work (brief summary of Section V questions):

Extension of ±1250 lf of 3" Force Main from MD State Line to existing Force Main in US Route 13

- No Pavement Cuts  Pavement Cut (Trenching / Test Pits)  Trenchless Installation (Specify): \_\_\_\_\_

Anticipated Start Date: 09/01/2011 Duration of Work: 12 weeks

C. PROJECT SPECIFIC CONTACT INFORMATION

Name: Mr Allen Campbell Title: VDOT - SRA Program Manager  
 Phone: +1 (804) 786-0668 Fax: \_\_\_\_\_ E-mail: allen.campbell@vdot.virginia.gov

SECTION IV - TRAFFIC CONTROL INFORMATION

Posted Speed Limit: 55

TRAFFIC NOTES/TRAFFIC CONTROL PLAN STATUS:

- Expressway / Freeway Highway TCP  Site Specific TCP
- Secondary Highway TCP  Submitted to MSHA: Date - \_\_\_\_\_
- Lane Closure Permit Required
- Sidewalk Closure:  15 Days or Less  Greater Than 15 Days

Traffic Control Manager (Name): Kari Atkinson E-mail: hurleyl@branscome.com

Contact Information Phone #: 757-787-4801 Fax: 757-787-8149



**SECTION V – QUESTIONS**

To be completed by applicants for Utility Construction and Relocations Permits only:

1. Will aerial wires or cables be installed within the public rights-of-way under this permit?

Yes  No If yes, complete the following.

- a) Total length of aerial utility installations (To be measured longitudinally along the centerline of the utility. Multiple wires or cables on the same poles that provide the same type of utility service shall be measured as one installation.): \_\_\_\_\_ LF
- b) Total number of new poles to be installed within the public rights-of-way: \_\_\_\_\_ each
- c) Total number of existing poles to be relocated within the public rights-of-way: \_\_\_\_\_ each
- d) Total number of new guys to be installed within the public rights-of-way: \_\_\_\_\_ each
- e) Will placement of facilities comply with SHA ADA compliance policy:  Yes  No

2. Will underground utilities be installed within the public rights-of-way under this permit?

Yes  No If yes, complete the following.

In the following table, list all of the underground utilities to be installed within the public right of ways under this permit. Length shall be measured longitudinally along the utility. Multiple conduits or cables within the same trench that provide the same type of utility service shall be measured as one utility installation. Include manholes and/or handboxes.

Location			Length installed under the roadway or paved shoulders	Length outside paved areas
Street	From	To		
US Route 13	MD State Line	US 13 Visitors Center	150 lf	1100 lf
Total Length of Underground Utilities:				1250 lf

3. Will sidewalk closure(s) be required to perform this work?  Yes  No

If yes, a plan for rerouting pedestrian traffic must be included with the application.

4. Will excavation of sidewalk(s) be required to install utilities under this permit?  Yes  No

If yes, what type of sidewalk will be excavated? \_\_\_\_\_

**SECTION VI – CERTIFICATION**

I hereby certify that I have authorization to make this application and that the information is complete and correct. I understand that false statement or misrepresentations could result in, among other things, revocation of the application or permit.

It is also hereby agreed and understood that in consideration of the approval of this application that: (i) the applicant agrees to all the terms and conditions of the permit issued; and (ii) the proposed construction shall be performed and completed in accordance with all applicable County, State, and Federal laws, rules, regulations and ordinances, and subject to the inspection and control of SHA; and (iii) that all plans and other documents submitted by the applicant for approval by the SHA in connection with this application are hereby made a material part of this application.

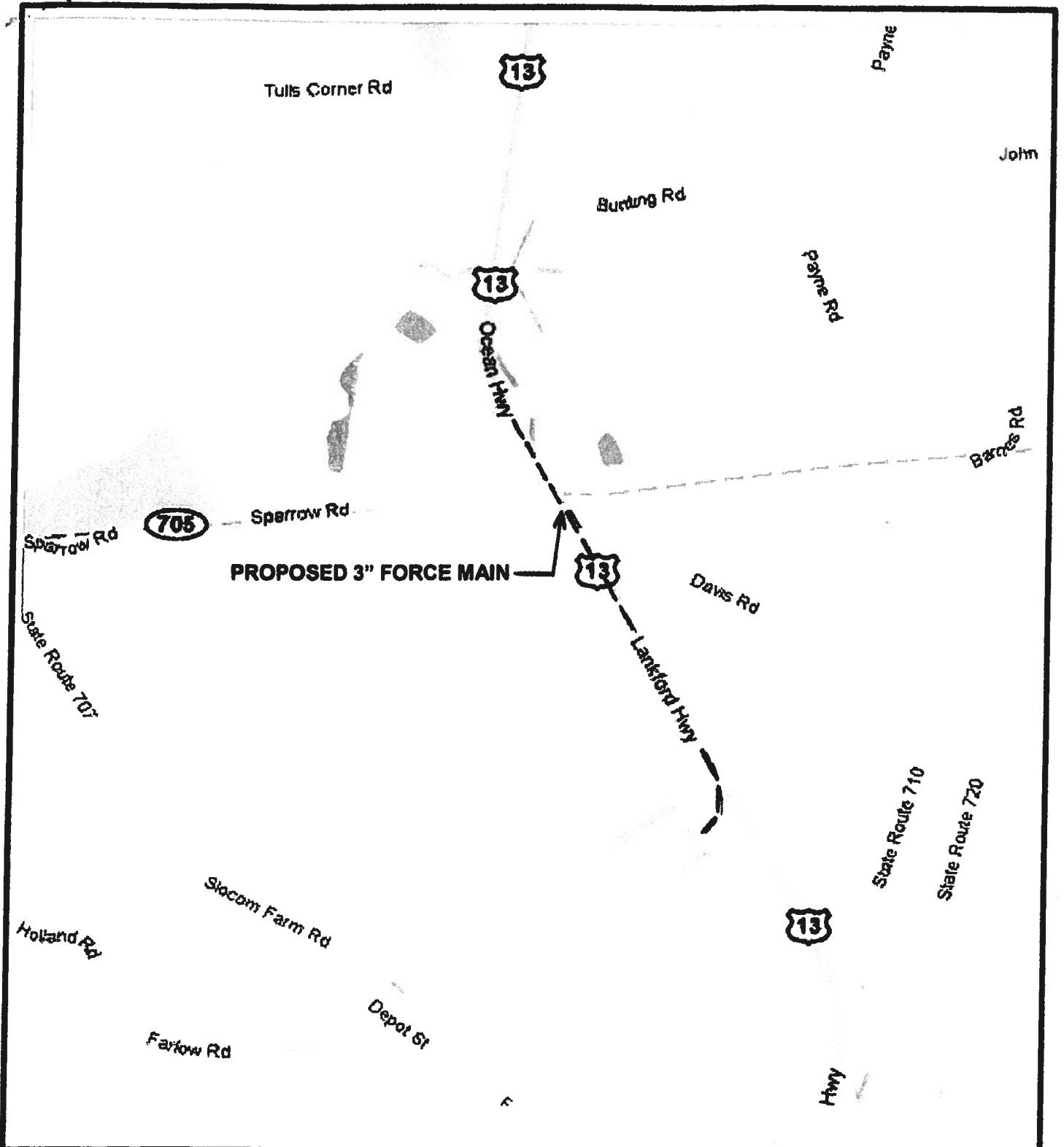
Russell W. Blake *Russell W. Blake* 6/21/11  
 Print Name Signature Date

Telephone Number: 410.957.1333 E-mail: russ@cityofpocdmoke.com

**Notes:**

- 1. Submit proof that the Traffic Manager listed on the application is certified.
- 2. It is the applicant's responsibility to obtain any additional permits, approvals or licenses from other agencies which may be required.
- 3. For Utility Construction Permits, the applicant must complete Section V.
- 4. Items A through D below are to be submitted as three (3) separate packages. Each package is to be neatly folded to an 8 1/2" X 11" size.
  - a. A copy of the permit application
  - b. A copy of an 8 1/2" X 11" vicinity sketch with the area of work indicated with a colored pen or pencil
  - c. A copy of the plans for the proposed work within the State Highway Administration right-of-way showing the location in relation to the roadway
  - d. A copy of the Traffic Control Plan or applicable standard

Return to: District Utility Engineer, State Highway Administration to the District where the work is being performed



PROPOSED 3" FORCE MAIN

VICINITY MAP  
FOR  
VDOT NEW CHURCH



**MSA, P.C.**

Environmental Sciences • Planning • Surveying  
Civil & Environmental Engineering • Landscape Architecture  
5033 Rouse Drive, Virginia Beach, VA 23462  
757-490-9264 (Ofc) 757-490-0634 (Fax)  
www.msasonline.com

PROJ. NO.: 06127A  
DATE: SEPTEMBER 30, 2011



MARYLAND STATE HIGHWAY ADMINISTRATION  
Engineering District 1

VDOT

Utility Permit No. SHA-1-WO-0078-11

Route: US 13                      Issue Date: 11/30/11                      Expire Date: 11/29/12

PERMISSION IS HEREBY GIVEN TO:                      CITY OF POCOMOKE  
101 CLARK AVENUE  
CITY OF POCOMOKE, MD 21851  
ATTN: MR. RUSSELL BLAKE (410-957-1333)

So far as the State Highway Administration has the right and power to grant same:

Install approximately 1250' of 3" PVC Force main inside SHA right of way along US 13 (Langford Highway) in Worcester County. Job to begin at Maryland/Virginia State Line and proceed in northerly direction approximately 1250 LF to existing Force Main near Maryland Rest Area site. The specification, restoration and alignment of proposed sanitary force main shall be as per approved drawing submitted by MSA, P.C. contract #501-A1501-001 for VDOT Rest Area and Information Centex pump Station & Forcemain Project. All facilities shall be placed a minimum of 36" below existing grades including drainage facilities.

Special Note:

1. Restoration of roadway shall be "in kind" and shall be completed immediately after facilities are installed.
2. All Force Main shall be Directional Bore only.

- Notes:
- (1) All work shall be done off the roadway.
  - (2) If through lane traffic is affected, an additional "Lane Closure Permit" is required. Please contact Mr. Kenneth Cimino, A.D.E. Traffic at 410-677-4040 for more information.
  - (3) Restoration shall be "in kind" and shall be completed immediately after facilities are installed.

The Traffic Control Plan (TCP) to be utilized on this permit shall be Work Zone Traffic Control typical Standard No(s) As per D.U.E. No work shall be permitted within SHA Right-of-Way unless an approved T.C.P. is operational.

The Permittee has designated Mr. John Kolbush to be the Traffic Manager (TM) and the 24-hour emergency number as: 410-742-9244. The TM shall be responsible for properly implementing and maintaining the approved Traffic Control Plan as well as conducting regular day and night inspections of the Traffic Control Devices and overall traffic operations. The TM shall comply with all requirements as outlined in the full-length SHA permit and Section 814.03 of the Standard Specifications.

It is very important that the permittee shall give at least 48 hours notice prior to starting any work under this permit to Mr. Bruce w. Poole, D.U.E. at 410-677-4082 or Mr. Milan Shah, Asst. D.U.E. at 410-677-4095. This permit is issued with the requirement that it will be enforced by the general provisions, special provisions, and permit regulations as outlined in the full length SHA utility permit which will hereby be attached by the permittee to this page and found on the job site at all times.

District Utilities Engineer

Bruce W. Poole  
For State Highway Administration

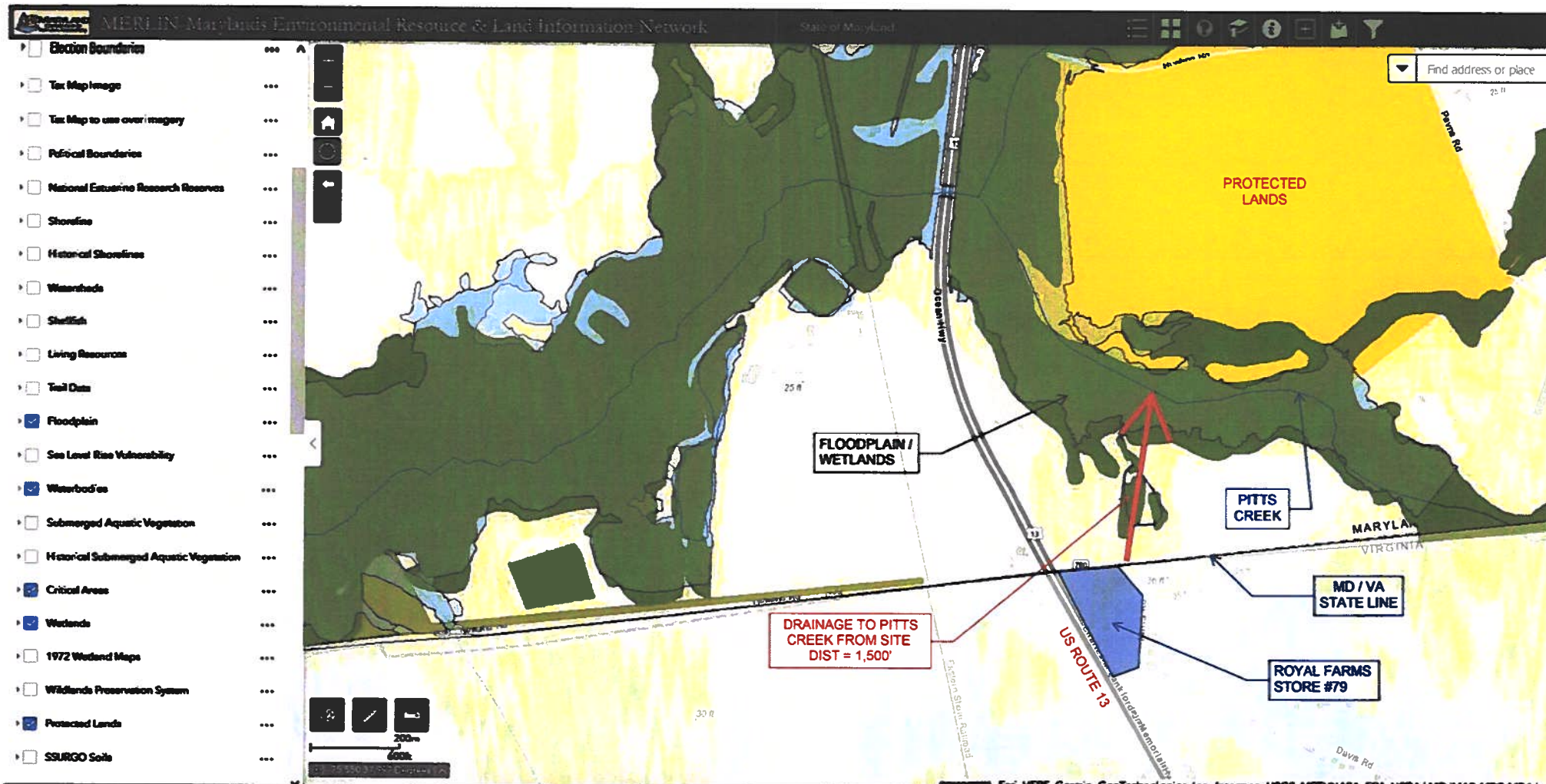
Job completed on:                      Remarks:

**Attachment 4**

**Handout from Applicant to  
Planning Commission**

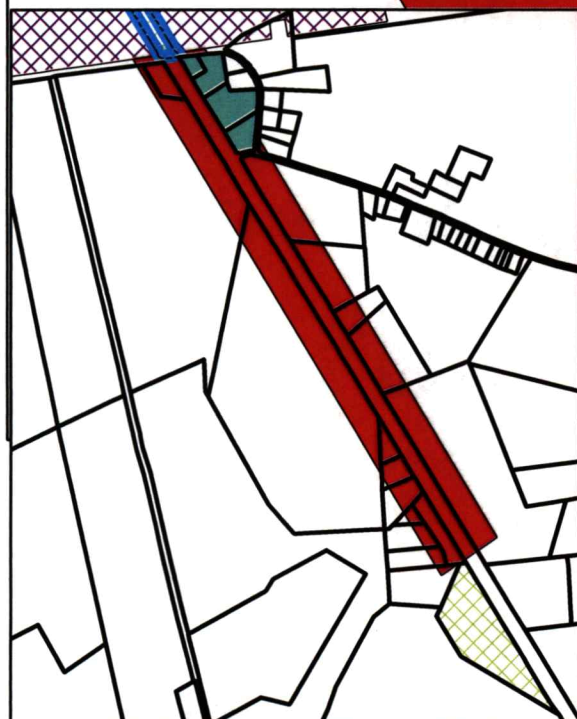
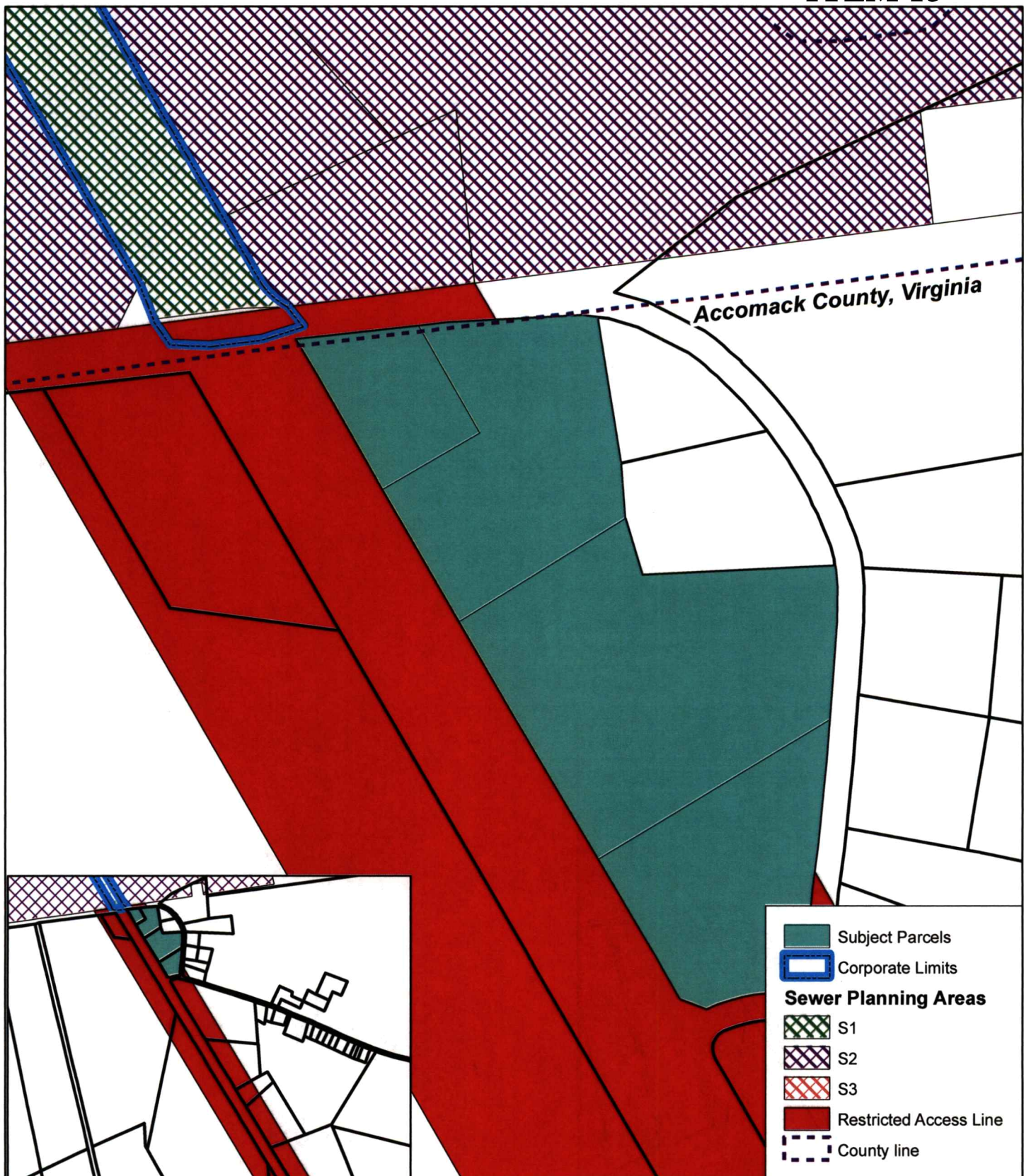




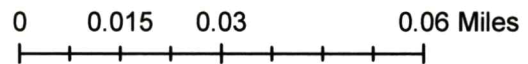


BECKER NOBMAN  
ROYAL FARMS #79 - LOCATION EXHIBIT  
09/01/2022





	Subject Parcels
	Corporate Limits
<b>Sewer Planning Areas</b>	
	S1
	S2
	S3
	Restricted Access Line
	County line



**Proposed Expansion:  
Pocomoke City Sewer Planning Areas Aerials**

Case No. SW2022-01

**15 - 46** Worcester  
County Environmental Programs and Accomack County, Virginia

Data Sources:





**DRAFT****RESOLUTION NO. 22-\_\_**

**RESOLUTION AMENDING THE COMPREHENSIVE WATER AND  
SEWERAGE PLAN FOR WORCESTER COUNTY  
EXPANSION OF SEWER PLANNING AREA – POCOMOKE CITY SERVICE  
AREA**

**WHEREAS**, the County Commissioners of Worcester County, Maryland adopted a comprehensive water and sewerage plan for the County on August 23, 1994, pursuant to Section 9-503 of the Environment Article of *The Annotated Code of Maryland*; and

**WHEREAS**, the County Commissioners have received a request from Mark Cropper on behalf of Royal Farms to amend the *Worcester County Comprehensive Water and Sewerage Plan* as shown on the map attached hereto entitled “Proposed Expansion: Pocomoke City Sewer Planning Areas Aerials” to add service to the Royal Farm store on US RT 13 in New Church, Virginia. The applicant requests the inclusion of the store’s flow, estimated at 2,250 gpd, in the sewer planning area of Pocomoke City from the Pocomoke Wastewater Treatment Plant. The portion of the sewer planning expansion area occupied by the store will be designated S-1 (immediate service), while the transmission force main that connects with the Maryland portion of the Pocomoke sewer collection system will continue to be designated as S-6 (no planned service). The Pocomoke Wastewater Treatment Plant will not have to be expanded to accommodate this addition to the sewer planning area.

**WHEREAS**, the Worcester County Planning Commission, at their September 1, 2022 meeting, reviewed the amendment application to the Worcester County Water and Sewerage Plan and found the proposal consistent with the *Worcester County Comprehensive Development Plan*; and

**WHEREAS**, the County Commissioners held a public hearing October 18, 2022, to hear public comment on this amendment to the *Worcester County Comprehensive Water and Sewerage Plan*; and

**WHEREAS**, as a result of their investigation and evaluation of the proposal per the provisions of Section 9-503 et. seq. of the Environmental Article of *The Annotated Code of Maryland*, the Commissioners have determined that the proposed amendment to the *Worcester County Comprehensive Water and Sewerage Plan* to add the Royal Farms New Church (VA) store to the Pocomoke Sewer Planning Area, is desirable.

**NOW, THEREFORE, BE IT RESOLVED** by the County Commissioners of Worcester County, Maryland that:

1. *The Comprehensive Water and Sewerage Plan* for Worcester County is hereby amended as specified in the proposal of Mark Cropper on behalf of Royal Farms, to add service to this facility from the Pocomoke City Sewer Planning Area to provide public sewer service to the Royal Farms store on US RT 13 in New

Church, Virginia. The portion of the sewer planning expansion area occupied by the Royal Farms store in New Church, Virginia will be designated S-1 (immediate service), while the transmission force main that connects with the Maryland portion of the Pocomoke sewer collection system will continue to be designated as S-6 (no planned service).

- 2. The Pocomoke Wastewater Treatment Plant will not have to be expanded to accommodate this addition to the sewer planning area.

**AND BE IT FURTHER RESOLVED** that this proposed amendment to the *Worcester County Comprehensive Water and Sewerage Plan* shall be forwarded to the Maryland Department of the Environment (MDE) for their review and approval in accordance with the provisions of Section 9-507 of *The Annotated Code of Maryland* and that this amendment shall be officially incorporated into the *Worcester County Comprehensive Water and Sewerage Plan* upon approval by MDE.

PASSED AND ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

ATTEST:

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

WORCESTER COUNTY  
COMMISSIONERS

\_\_\_\_\_  
Joseph M. Mitrecic, President

\_\_\_\_\_  
Theodore J. Elder, Vice President

\_\_\_\_\_  
Anthony W. Bertino, Jr., Commissioner

\_\_\_\_\_  
Madison J. Bunting, Jr., Commissioner

\_\_\_\_\_  
James C. Church, Commissioner

\_\_\_\_\_  
Joshua C. Nordstrom, Commissioner

\_\_\_\_\_  
Diana Purnell, Commissioner

TO: The Worcester County Commissioners  
Room 1103 – Worcester County Government Center  
One West Market Street  
Snow Hill, Maryland 21863-1195

Having been served with Nuisance Abatement Order No. 22-1 of the board of County Commissioners of Worcester County to abate a nuisance pursuant to Section 1-102 of the Public Health Article of the Code of Public Local Laws of Worcester County, Maryland, I hereby request a hearing on the matter before the Board of County Commissioners.



3:00 pm.

Sharon N. Brown  
Name (please print)  
Address 10130 Silver Point Ln  
Ocean City, Md 21842

Phone #: 410-671-1773

Date: 9/9/22


\*\*\*\*\*

TO: James Anderson Brown  
c/o Sharon Brown  
10130 Silver Point Lane  
Ocean City, MD 21842-0172

BY CERTIFIED MAIL

Your request for a hearing on Nuisance Abatement Order No. 22-1 has been received.

The hearing on this matter has been scheduled for October 18<sup>th</sup>, 2022, at 10:45am, in Room 1101 – Worcester County Government Center, One West Market Street, Snow Hill, Maryland 21863-1195.

  
Weston S. Young  
Chief Administrative Officer



Worcester County Administration

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

**MEMORANDUM**

TO: Worcester County Commissioners  
FROM: Candace Savage, Budget Officer *CS*  
DATE: October 13, 2022  
RE: Work Session on Legislative Priorities

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The next Maryland legislative session will convene in Annapolis January 11 – April 10, 2023. Paul Ellington from State and Local Advisors would like to schedule a work session to discuss legislative priorities for the upcoming session.