

AGENDA

WORCESTER COUNTY COMMISSIONERS

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

February 5, 2019

Item #

- 9:00 AM - Vote to Meet In Closed Session in Commissioners' Conference Room - Room 1103
Government Center, One West Market Street, Snow Hill, Maryland
- 9:01 - Closed Session: Discussion regarding interviewing for an Economic Development Director; hiring a Recycle Worker I, a Transfer Station Attendant and considering a Salary Adjustment in the Solid Waste Division and Maintenance Division of Public Works; considering maintenance on call pay at the Jail; and reviewing personnel matters in the Sheriff's Office and State's Attorney's Office; receiving legal advice from Counsel; and performing administrative functions
- 10:00 - Call to Order, Prayer (Arlene Page), Pledge of Allegiance
- 10:01 - Report on Closed Session; Review and Approval of Minutes
- 10:02 - Presentation of Proclamation Recognizing February as Black History Month in Worcester County 1
- 10:10 - Receiving Objections to Disposal of Surplus Swing Set to Pocomoke City 2
- 10:15 - G. Irwin, B. Smith - Ocean City Development Corporation (OCDC) Annual Report 3
- 10:30 - Vincent and Denise Lynch - Hearing on Nuisance Abatement Order No. 18-4
On Property Located at 10720 St. Martins Neck Road, Bishopville, MD 4
- 10:40 - J. Roache - Your Vote, Your Voice - Receive Petition for an Early Voting Site in Pocomoke City 5
- 10:50 -
- 11:00 - Chief Administrative Officer: Administrative Matters 6-20, 23
(Fire Alarm System Repair at the Jail; Out-of-State Travel for Circuit Court Judge; Report on Table Game Revenues from Casino at Ocean Downs; FY20 Rural Legacy Area Grant Applications - Coastal Bayas and Dividing Creek RLA; Memorandum of Understanding for Continued Watershed Planning in Maryland's Coastal Bays; Ocean City Harbor and Inlet, Section 107, Navigation Improvement Project Partnership Agreement; Approval of FY19 Asphalt Overlay Bid and Slurry Seal Bid for County Road Resurfacing; Dissolution of Sunset Village Service Area; Briddletown Water Plant Building; Nantucket Point/Edgewater Acres Service Area Property Disposal; Ocean Pines Sanitary Service Area Exemption from Bay Restoration Fees; Pending Board Appointments; Attendance at National Hurricane Conference in New Orleans; Requests to Further Revise County Animal Control Ordinance; Mutual Aid Agreement with Snow Hill Police; and potentially other administrative matters)
- 11:10 -
- 11:20 -
- 11:30 -
- 11:40 -
- 11:50 -
- 12:00 - Questions from the Press
- 12:30 PM - Attend Lunch at Worcester Technical High School with Worcester County Board of Education
Superintendent of Schools Louis H. Taylor to share State of Our Schools report 21
- 6:00 PM - Attend Dinner Meeting at Girdletree Firehouse with Worcester County Volunteer Fire Company
Presidents, Chiefs and Ambulance Captains 22

AGENDAS ARE SUBJECT TO CHANGE UNTIL THE TIME OF CONVENING

Hearing Assistance Units Available - see Kelly Shannahan, Asst. CAO.

Please be thoughtful and considerate of others.

Turn off your cell phones & pagers during the meeting!

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Minutes of the County Commissioners of Worcester County, Maryland

January 22, 2019

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

Following a motion by Commissioner Mitrecic, seconded by Commissioner Bunting, the Commissioners unanimously voted to meet in closed session at 9:00 a.m. in the Commissioners' Conference Room to discuss legal and personnel matters permitted under the provisions of Section 3-305(b)(1), (7), and (8) 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 Harold L. Higgins, Chief Administrative Officer; Kelly Shannahan, Assistant Chief Administrative Officer; Maureen Howarth, County Attorney; Kim Moses, Public Information Officer; Stacey Norton, Human Resources Director; and Kristin Heiser, State's Attorney. Topics discussed and actions taken included: hiring Matthew Swistak, Joseph Sinclair, Jr., and Norman Edwards as Correctional Officer Trainees and extending the temporary promotion of George Schoepf from Corporal to Sergeant within the County Jail; posting to fill vacancies for a Maintenance Worker I for the Water & Wastewater Division and a Vehicle & Equipment Mechanic III for the Roads Division of Public Works, and a Welcome Center Greeter for Tourism; reviewing personnel matters in the State's Attorney's office; discussing pending litigation; receiving legal advice from counsel; and performing administrative functions, including: discussing recent inspections at the County Jail; employee medical leave update; receiving FY19 monthly financial update; discussing potential board appointments; and commissioning a formal opinion from the Sewer Committee on a request for sewer service from the Mystic Harbour Sanitary Service Area (SSA).

Following a motion by Commissioner Mitrecic, seconded by Commissioner Bunting, the Commissioners unanimously voted to adjourn their closed session at 10:01 a.m.

After the closed session, the Commissioners reconvened in open session. Commissioner Purnell called the meeting to order, and following a morning prayer by Arlene Page and pledge of allegiance, announced the topics discussed during the morning closed session.

The Commissioners reviewed and approved the minutes of their January 8, 2019 open session as presented and closed session as amended, and their January 15, 2019 work session as amended.

The Commissioners received objections and other public comments on the proposed

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disposal of a surplus 1985 Ford/Peirce fire engine, previously donated to the County by the Ocean Pines Volunteer Fire Department (OPVFD) and no longer in use by the County, by returning it to the OPVFD. There being no objections, upon a motion by Commissioner Bertino, the Commissioners unanimously declared the vehicle to be surplus property and agreed to return it to the OPVFD.

Pursuant to the written request of Sheriff Matt Crisafulli and upon a motion by Commissioner Bertino, the Commissioners unanimously authorized Commission President Purnell to execute online the acceptance of the FY19 State Highway Safety Office Traffic Safety Grant of \$1,999.50, which is to be used for traffic enforcement initiatives during FY19.

Pursuant to the request of Emergency Services Director Billy Birch and upon a motion by Commissioner Bunting, the Commissioners unanimously approved the State Homeland Security Program 2018 Sub-Recipient Grant Agreement administered by the Maryland Emergency Management Agency (MEMA) for the Department of Homeland Security awarding Worcester County Emergency Services a total of \$74,651.35 to provide two-year matching funds toward the Emergency Services Director's salary from October 1, 2017 through September 30, 2019.

Pursuant to the recommendation of Budget Officer Kathy White in response to the written request of Social Services Director Roberta Baldwin and upon a motion by Commissioner Bertino, the Commissioners unanimously approved reallocating \$3,000 of a \$15,000 FY19 County grant to Social Services to help fund the Senior Assistance Program. Mary Beth Quillen, Assistant Director of Administration within Social Services, advised that these additional funds will help cover the needs of 50 additional seniors this fiscal year.

Pursuant to the request of Finance Officer Phil Thompson and upon a motion by Commissioner Elder, the Commissioners unanimously approved a one-year subscription to TransUnion Risk and Alternative Data Solutions, Inc. to assist with property research for 2019 at a total contract cost of \$900. Mr. Thompson explained that the County does not have an adequate system in place to research and locate previous owners whose properties were sold in prior tax sales, and the TransUnion subscription will be a valuable tool the County can utilize in-house to locate these individuals. He concluded that funding is available within the FY19 budget for this expense. In response to a question by Commissioner Nordstrom, Mr. Thompson advised that TransUnion will help the County identify owners or previous owners of properties along with their mailing addresses to notify them of any number of potential issues, including outstanding tax bills, properties going to tax sale, and nuisance properties. He stated that the County has worked with TransUnion on a number of recent cases with great success, noting that the subscription cost will pay for itself many times over.

The Commissioners met with Warden Donna Bounds to discuss the Correct Care Solutions FY20 Medical Services Contract at the Jail, which includes nursing staff adjustments, at a total cost of \$1,346,974.70. These adjustments include transitioning a Registered Nurse to Director of Nursing to provide additional administrative support and medical care coverage; provide an evening Registered Nurse for 24 hours a week; and increase the hours of one

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Administrative Assistant by an additional four hours per week. Warden Bounds advised that the total increase for FY19 would be approximately \$963.33 per month for the Nursing Director to bring the total monthly compensation to \$103,043.38. She stated that the additional medical staff is needed, as the Jail sees an average of 72 inmates per day. In response to a question by Commissioner Nordstrom, Warden Bounds stated that the State recently implemented additional requirements for providing chronic care clinics, and all inmates must be evaluated by medical staff upon intake and release from the Jail. She stated that in 2018, this department answered 26,332 service calls, and all inmates who place a sick call must be seen within 24 hours, with nurses seeing 20-25 inmates per shift. In response to a question by Commissioner Mitrecic, Warden Bounds advised that the Jail averaged 325 inmates per day in 2018, and 25% of those individuals receive medical services per day. In response to a question by Commissioner Elder, Warden Bounds advised that under the current Immigration and Customs Enforcement (ICE) contract, the Jail may detain up to 200 ICE detainees per day if space is available, and during the past weekend the Jail housed 182 ICE detainees, 12 of whom were deported today. She stated that the ICE detainees housed at the Jail are considered to be high-level detainees. In response to a question by Commissioner Church, Warden Bounds confirmed that the County received \$87.11 per day per ICE detainee. In response to an additional question by Commissioner Mitrecic, Warden Bounds confirmed that the County has not issued a request for proposals (RFP) for these medical services, for which the contract began in 2011.

Following some discussion and upon a motion by Commissioner Mitrecic, the Commissioners unanimously authorized Commission President Purnell to sign the revised contract for medical services as presented, once the formal contract has been revised and approved by the County Attorney.

Pursuant to the recommendation of Environmental Programs Director Bob Mitchell and upon a motion by Commissioner Bunting, the Commissioners voted 6-1, with Commissioner Elder voting in opposition, to authorize Commission President Purnell to sign the revised Agreement of Sale for the purchase of a Rural Legacy Area (RLA) easement between Bradley Byron Hauck (Seller) and the County Commissioners of Worcester County, Maryland (Buyer), with FY17 Coastal Bays RLA funds to cover the cost of an easement on approximately 78.43 acres of land located at 3102 Snow Hill Road and identified on Tax Map 79 as Parcel 70. This property, which serves as a buffer to the Spring Hill Branch Creek, is to be purchased at a cost of \$2,046.41 per acre for a total cost of \$160,500. Mr. Mitchell stated that this agreement was previously approved by the Commissioners on November 21, 2017 for 70.396 acres in the deed; however, a subsequent boundary survey revealed that the actual total was 78.43. Mr. Mitchell stated that, since the actual acreage total was a difference of more than 10%, a second round of appraisals was required for the new area. He further advised that the property has a potential of five subdivision rights; however, the RLA limits development to one accessory dwelling. In response to a question by Commissioner Bunting regarding whether the inclusion of the unconnected eight-acre section added to the RLA meets the program goals, Natural Resources Planner V Katherine Munson stated that a State Highway Administration (SHA) right-of-way divided the property, and it is consistent with Maryland Department of Natural Resources (DNR) policy to include this separate section. In response to a question by Commissioner Nordstrom, Mr. Mitchell confirmed that there is no cost to the County for the RLA easement.

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The Commissioners met with Development Review and Permitting Director Ed Tudor and Fire Marshal Jeff McMahon to review and discuss the requirement of State law to provide automatic fire sprinkler systems in all new dwellings in Maryland in response to the Commissioners' desire to allow for an opt-out of these requirements for new homes. Mr. Tudor stated that, pursuant to Subsection 12-505(a) of the Public Safety Article of the Annotated Code of Maryland, each local jurisdiction is required to adopt the most current version of the International Building Codes (Code) no later than 12 months after the codes are adopted by the State. Mr. Tudor cautioned that State law further provides that local jurisdictions may not adopt local amendments that weaken the energy conservation and efficiency provisions, the automatic fire sprinkler system requirements, or the wind design and wind-borne debris provisions of the Code. He advised that the 2009 edition of the Code required that automatic fire sprinkler systems be installed in all dwellings built after January 1, 2011. When the State adopted the 2012 edition of the Code, local jurisdictions were allowed to opt out of the sprinkler requirement for stick built and manufactured homes, but the opt-out provision was subsequently eliminated by State law with the adoption of the 2015 edition of the Code. Mr. Tudor stated that Allegany County, which he understands is operating under the 2009 edition of the Code, appears to be in violation of the State law for not enforcing the sprinkler requirement and for not adopting the 2015 edition of the Code. He advised that County staff currently enforce the sprinkler requirement, and the County will be in direct violation of State law if they cease to do so. Furthermore, such action could affect the County's Insurance Services Office (ISO) rating, which provides information to the insurance industry regarding fire and building codes, which is used by insurers to set homeowner insurance rates. He confirmed that single-family dwelling permits have steadily increased each year since the sprinkler requirement became effective, and it is staff's opinion that residential fire sprinklers are an important part of fire safety, along with smoke and carbon monoxide detectors, as more homes are being constructed with lightweight manufactured wood products that have much different burn characteristics than solid wood materials, and fires tend to spread much faster in today's popular open floor plans, while furnishings made of plastics and composite materials burn faster and generate more smoke and toxic fumes. He stated that not only does an un-sprinkled home place firefighters at greater risk when they enter to rescue inhabitants, suppress fire, or save family pets or belongings, it also places a greater burden on public services. Therefore, it is the joint staff opinion that Worcester County should not ignore the requirements of the State law and regulations relative to this issue. In the event that the Commissioners feel that this requirement is worthy of modification, he suggested the Commissioners urge the Eastern Shore Delegation to introduce State legislation to address their concerns.

In response to a question by Commissioner Bunting, Mr. Tudor confirmed that the County received a flurry of building permit applications prior to the sprinkler requirement going into effect locally. Mr. McMahon stated that members of local fire companies were split on whether or not to support an opt-out clause for fire sprinkler requirements when this issue was last discussed several years ago. Commissioner Elder stated that it is extreme to require fire sprinklers to be installed in all new construction in rural areas where the additional costs make it cost-prohibitive for many to buy a new home. In response to a question by Commissioner Mitrecic, Mr. Tudor confirmed that the County does not require the installation of fire sprinklers for minor home renovations.

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Following some discussion and upon a motion by Commissioner Bunting, the Commissioners unanimously instructed staff to prepare a revised permit application for their review on February 19, 2019, which would allow an opt-out clause to the fire sprinkler requirements for new single-family homes and which would require signatures by the owner and builder requesting to opt out of these requirements. In addition, the purchaser of the single-family home would also be required to sign and acknowledge the opt-out clause, which would then be recorded with the deed when transferred. Upon the Commissioners' review and approval of the revised permit application, the Commissioners plan to then forward the revised application to the State, advising them of the proposed effective date of this new permit application and requesting their comments prior to the effective date.

In response to a question by Commissioner Church, County Attorney Maureen Howarth stated that, regardless of whether the Commissioners adopt a revised permit application, the law is still the law. In response to a question by Mr. Tudor, the Commissioners confirmed that the installation of fire sprinkler systems would still be mandatory for two-family dwellings.

Mr. Mitchell met with the Commissioners to recommend providing FY19 Maryland Agricultural Land Preservation Foundation (MALPF) matching funds that are equal to 9% of the Agricultural Land Transfer Tax (ALTT) collected annually by the County. Mr. Mitchell advised that Worcester County's certification entitles the County to retain 75% instead of 33% of the ALTT. Mr. Mitchell stated that the minimum County match is \$14,385.14, and the County could choose to supplement that figure with an additional match using encumbered Agricultural Preservation Funds, which would then entitle the County to receive more than a 50% return on this investment, with matching funds from the State that would perhaps allow the County to purchase one to two additional easements in this funding cycle. Therefore, he recommended the Commissioners agree to provide the minimum contribution and also provide a supplemental contribution in the amount of \$50,000 in encumbered Agricultural Preservation Funds to be applied toward this program.

In response to questions by Commissioner Nordstrom, Mr. Mitchell stated that the County has identified priority preservation areas within the Comprehensive Plan, but due to State funding constraints, has fallen behind on the goal to protect an additional 800 acres identified in Priority Preservation Areas (PPAs) each year, and this additional money would likely allow the County to protect one additional property per year.

In response to a question by Commissioner Bunting, Mr. Mitchell stated that the \$50,000 would be drawn from \$360,000 in encumbered agricultural preservation funds set aside for the purpose of protecting agricultural lands, in cooperation with the Statewide program. Commissioner Elder opposed the use of taxpayer dollars to fund easements that are not available for public use and that offer incentives only to those he deemed as already being land rich. In response to a question by Commissioner Elder, Ms. Munson stated that less than 30% of lands within the County are protected, noting that roughly 8,000 acres have been protected in perpetuity under this program and 12,000 under the RLA program.

Following some discussion and upon a motion by Commissioner Mitrecic, the Commissioners voted 6-1, with Commissioner Elder voting in opposition, to approve a County match of \$64,385.14.

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The Commissioners met in legislative session to conduct public hearings on bills providing bond authorization to finance public projects. Also in attendance were Finance Officer Phil Thompson and Bond Counsel Bob Doory of Miles and Stockbridge, and his associates, Luisella McBride and Fabian Walters, Jr. Mr. Thompson gave an overview of the bills, and Mr. Doory reviewed the bond process.

The Commissioners conducted a public hearing on Bill 18-8 to authorize and empower the County Commissioners of Worcester County, Maryland to borrow on its full faith and credit, and to issue and sell its general obligation bonds and its bond anticipation notes therefor, at one time or from time to time within four years from the date this bill becomes effective, in an amount not exceeding \$38 million to provide financing for a portion of the cost of construction and equipping a new Showell Elementary School (SES).

Commissioner Purnell opened the floor to receive public comment.

There being no public comment, Commissioner Purnell closed the hearing.

Upon a motion by Commissioner Bertino, the Commissioners unanimously adopted Bill 18-8 as presented.

The Commissioners conducted a public hearing on Bill 18-9 to authorize and empower the County Commissioners of Worcester County, Maryland to borrow on its full faith and credit, and to issue and sell its general obligation bonds and its bond anticipation notes therefor, at one time or from time to time within four years from the date this bill becomes effective, in an amount not exceeding \$1.4 million to provide financing for installation of a new turf athletic field and track at Stephen Decatur High School (SDHS).

Commissioner Purnell opened the floor to receive public comment.

There being no public comment, Commissioner Purnell closed the hearing.

Upon a motion by Commissioner Bunting, the Commissioners voted 6-1, with Commissioner Bertino voting in opposition, to adopt Bill 18-9 as presented.

The Commissioners conducted a public hearing on Bill 18-10 to authorize and empower the County Commissioners of Worcester County, Maryland to borrow on its full faith and credit, and to issue and sell its general obligation bonds and its bond anticipation notes therefor, at one time or from time to time within four years from the date this bill becomes effective, in an amount not exceeding \$3,328,000 to provide financing for the completion of Central Landfill Site Cell No. 5 construction.

Commissioner Purnell opened the floor to receive public comment.

There being no public comment, Commissioner Purnell closed the hearing.

Upon a motion by Commissioner Bunting, the Commissioners unanimously adopted Bill 18-10 as presented.

Commissioner Purnell closed the legislative session.

The Commissioners met with Mr. Thompson and Mr. Tudor to discuss staff's findings regarding steps that could be taken to initiate a Countywide room tax and rental license program and to discuss the success of similar programs already in effect in Talbot County and Ocean City.

Mr. Tudor stated that Talbot County has a very specific code section dealing solely with short-term rentals (STRs), which utilizes software developed by Bear Cloud Software at a cost of

\$1,250 per month for a total annual cost of \$15,000, to identify STRs and assist the County in licensing, enforcement, tax collection, and nuisance abatement for STRs, including online applications and payments, filing of complaints relative to noise, trash, and excess numbers of renters. Mr. Tudor stated that Talbot County began using the software in August, 2018, and rental license applications can only be filed during the months of July, August, January, and February, according to their law, so they have not had sufficient time to evaluate the efficacy of the software.

Mr. Thompson stated that the County collects room tax on behalf of the Town of Ocean City, which in spring 2018 mailed approximately 30,000 letters to remind property owners about the town's property rental license program and to encourage compliance. He advised that the letter campaign yielded approximately 500 new licenses and approximately \$70,000 in additional revenue.

Mr. Tudor stated that the County does not have a rental license requirement, but rather a requirement in the Taxation and Revenue Article known as a Tourism Permit, which is required for any structure rented or capable of being rented to four or more persons for less than six months. A separate section of the County Code requires the payment of a Hotel Rental Tax (Room Tax) on any structure rented or capable of being rented to one or more persons for not more than four consecutive months. Mr. Tudor explained that under the current County Code, the number of combinations of lengths of stay and number of persons can quickly become very confusing, and he cited specific instances in which renting to three people would violate the Zoning Ordinance if the homes were located in the A-1, A-2, E-1, V-1, R-1, R-2, and R-3 Zoning Districts. He noted that, due to the way the County's various codes are written today, it may be counterproductive to hire a software consultant or even send letters to all of the County property owners to increase enforcement or raise awareness of the Tourist Permit and Room Tax requirements until staff can remove all the inconsistencies in the various Codes. He stated that the first step would be to begin with a comprehensive amendment to the Zoning Ordinance to increase the allowable number of rooms or borders to perhaps as many as four or more persons. Then, the Tourist Permit should be repealed and replaced with a comprehensive rental license requirement, which simply put would require anyone renting a property, regardless of the term, to have a rental license. Mr. Tudor stated that the Room Tax provisions concerning the length of stay could remain as is or be revised to a different length of stay at the Commissioners' discretion. However, there needs to be very clear guidance pertaining to the licensing component, specifically whether the Commissioners wish to address nuisance issues and public safety as part of the rental license; basic safety inspections of rental properties for such things as smoke detectors and required means of egress; an established minimum square footage requirement for sleeping rooms (as Ocean City requires) to avoid overcrowding in these rental units; and increased parking beyond the current Zoning Ordinance standard of two parking spaces per single-family dwelling when the house is used for short-term rentals. He stated that perhaps greater awareness and compliance could be gained if that process could be coupled with an aggressive public outreach campaign, thus saving the County the cost of the software firm initially. He stated that additional staff will be necessary to implement any changes to the existing law, and the number and classification of the staff will be dependent upon the components of the licensing program.

Commissioner Mitrecic made a motion to direct staff to develop the framework for

County Code revisions required to remove all of the inconsistencies between the various sections of the County Law and to create a rental license program that would apply to both long-term and short-term rentals.

Commissioner Bunting stated that any doubts he had initially about instituting this Countywide program were removed after he saw on the internet where one individual owns eight to nine houses in a single subdivision and rents those properties weekly throughout the summer months. Commissioner Bertino stated that homeowners should have the right to rent their properties, without government using it as a new means of reaching into their pockets. In response to a question by Commissioner Church, Mr. Tudor stated that the proposed program would require extensive revisions to the County Code, but with guidance from the Commissioners, staff could develop a framework for their consideration by spring 2019.

Commissioner Church stated that he has received calls from concerned constituents regarding rental properties limited to eight occupants that have housed upwards of 25 people, and a defined rental license program would help assure some much-needed accountability. Therefore he is very much in favor of the proposed program. Commissioner Nordstrom concurred, and he pointed out that private rentals, which currently pay no taxes or licensing fees, compete with area hotels that are paying taxes and licensing fees. In response to a question by Commissioner Elder, Mr. Tudor advised that the County could develop a room tax and rental licensing program that takes into account the different rates that could be assessed between short-term and long-term rentals.

Following some discussion and upon a vote on the motion by Commissioner Mitreic, the Commissioners voted 5-1-1, with Commissioner Bertino voting in opposition and Commissioner Elder abstaining due to a conflict of interests, for staff to develop the framework for County Code revisions required to remove all of the inconsistencies between the various sections of the County Law and to create a rental license program that would apply to both long-term and short-term rentals for their consideration in April 2019.

Emergency Services Director Billy Birch, Assistant Director James Hamilton, and Federal Engineering (FE) Senior Consultant Adam Nelson provided the Commissioners with a P25 radio system update and acceptance recommendation. Mr. Birch advised that Emergency Services continues to work with Harris Corporation on completion, acceptance, and next steps for the P25 radio system, noting that the County is in agreement with the findings of the County's consultant, FE, on the system and are working toward implementation of their recommendations. He reviewed an amendment to the Harris purchase agreement, which removes the decommissioning of the Enhanced Digital Access Communication System (EDACS), as well as labor for the installation of software updates to select mobile radios in exchange for credit of \$36,000, for an updated total agreement price of \$5,304,175.16. He stated that, upon execution of this amendment and completion of the punch list items, the initial contract will be fulfilled and final payment issued.

Mr. Nelson reviewed a PowerPoint presentation outlining FE's assessment of the radio system performance issues. Mr. Nelson explained that many of the issues, which were identified before the County hired FE to assist, have been resolved by Harris. However, remaining recommended actions for optimization of the P25 radio system include the following: installing an omnidirectional antenna at Central Site Lane to address poor coverage in the Newark area;

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establishing a comprehensive problem reporting system amongst radio users; having Harris modify the illegal carrier threshold to address interference issues; continuing to monitor interference issues; and preparing for possible re-banding if interference persists.

Commissioner Bertino stated that he could not approve the proposed amendment or accept the system until Harris officials were in attendance to answer the Commissioners' questions. The Commissioners concurred. Commissioner Bertino further questioned whether Harris has truly fulfilled the requirements of their agreement when buildings, such as the fire house and the Developmental Center in Newark, are experiencing radio interference issues. Mr. Hamilton explained that there may be dense metal buildings in the County such as these that will only be able to receive radio coverage by installing signal extenders. Mr. Nelson explained that radio contracts are set up with coverage tolerances. Mr. Shannahan stated that the County's contract with Harris established a 95% coverage tolerance, which appears to have been met. Mr. Hamilton further explained that the County's contract with Harris called out certain critical public buildings for testing, which did not include the Developmental Center building. In response to a question by Commissioner Elder, Mr. Nelson stated that there have been no interference issues reported in the Whaleyville area in at least five months. Following much discussion, the Commissioners thanked Mr. Nelson for his report and agreed to meet with Harris officials at a future meeting to discuss the proposed sixth amendment to the contract and system acceptance. Mr. Nelson agreed to attend the meeting with Harris at the Commissioners' request. The Commissioners recessed for five minutes.

Pursuant to the request of Environmental Programs Director Bob Mitchell and upon a motion by Commissioner Bertino, the Commissioners unanimously approved the Wetland Enhancement Project at the Ilia Fehrer Nature Preserve (the former Adkins property on Ayres Creek) as presented. Work on the project will be constructed by the Maryland Department of Natural Resources (DNR) and managed by the Maryland Coastal Bays Program (MCBP).

Pursuant to the request of Mr. Mitchell and upon a motion by Commissioner Bertino, the Commissioners unanimously adopted Resolution No. 19-4, adopting revisions to the 2017 County Land Preservation Parks and Recreation Plan. Revisions were completed to satisfy DNR Program Open Space (POS) minimum requirements for the current amount of recreational facilities available in the County to ensure the County will continue to qualify for POS funds with a reimbursement rate of 90% State and 10% County for the development of future recreation projects. Mr. Mitchell reviewed the changes, which include additional fields used at the public schools and private schools and other related plan changes. Mr. Mitchell advised that the Planning Commission unanimously recommended adopting the revised draft.

The Commissioners met with Mr. Mitchell to schedule a public hearing on a Sanitary Service Area (SSA) expansion application submitted by Attorney Hugh Cropper, IV, on behalf of Burbage/Melson, Inc (applicant), Silver Fox, LLC (property owner), and Sina Companies, LLC (contract purchaser), to expand the Ocean Pines Sanitary Service Area (SSA) to serve approximately 98,964 square feet of medical office space for an Atlantic General Hospital (AGH) outpatient center to be located on the east side of MD Rt. 589 (Racetrack Road), south of the southern entrance to Ocean Pines and more specifically identified on Tax Map 21 as Parcel

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66, Lots A and B. Mr. Mitchell stated that the proposed outpatient medical center is expected to utilize 34 equivalent dwelling units (EDUs) of water and sewer capacity from the Ocean Pines Wastewater Treatment Plant (WWTP), and the Planning Commission found the planning amendment to be consistent with the Comprehensive Plan, and the amendment was approved by the Commissioners pending the approval of the SSA expansion.

Upon a motion by Commissioner Bertino, the Commissioners unanimously agreed to schedule a public hearing on February 19, 2019 to receive public comment on the proposed expansion of the Ocean Pines SSA for the AGH outpatient center.

The Commissioners met with Assistant Chief Administrative Officer and Sewer Committee representative Kelly Shannahan to review a request from Paul Carlotta of Assateague Island Farm, LLC for allocation of six equivalent dwelling units (EDUs) of sanitary sewer service from the Mystic Harbour Sanitary Service Area (SSA) to serve an existing roadside stand and a proposed restaurant associated with a proposed farm brewery on a 17-acre parcel located on the east side of Stephen Decatur Highway (MD Rt. 611) south of the Ocean City Airport and more specifically identified on Tax Map 33 as Parcel 29. Mr. Shannahan advised that the property is currently zoned A-2 Agricultural District and is designated S-3 (designated for sewer services within 6-10 years) in the County Water and Sewerage Plan, though this does not guarantee any service or obligate the provision of services in that time frame. He stated that if the EDU allocation request is approved, the existing septic system would be required to be abandoned and properly filled, and while the applicant would like to keep the recently-installed well for agricultural use and for the brewing process, he would be required to connect to the public system for potable water supply for domestic service to the roadside stand and restaurant. Mr. Shannahan advised that, to prevent introduction of high-strength processing wastewater to the Mystic Harbour sewer system from the brewery operation, only domestic-strength wastewater from the roadside stand and restaurant should be permitted to be discharged from this property. He explained that brewery waste has been reported to be 30 to 50 times the strength of domestic waste with respect to Biochemical Oxygen Demand (BOD) and could jeopardize operations if introduced to the Mystic Harbour Wastewater Treatment Plant (WWTP). He further stated that the proposed use of agricultural and brewery wastewater on the farm will require State approval. Mr. Shannahan advised that 52 remaining EDUs are available in Area 2 (south of the airport) as follows: 20 EDUs - Commercial Infill (new development); 2 EDUs - Vacant or Multi-Lot Properties (to replace septic); 6 EDUs - Assateague Greens Executive Golf Course (to replace septic); 5 EDUs - Church (to replace septic); and 19 EDUs - Single Family Dwellings (to replace septic). He advised that the Sewer Committee recommended that any approval be contingent upon the following 11 conditions: subdivision of the property within six months; approval from the State for exemption to land apply food processing wastewater; adequate storage of wastewater when land application is not permitted; composting to meet State requirements; installation of a grease trap for the restaurant; separate plumbing for the roadside stand/restaurant and for the brewery/farm operation; approved nutrient management plan for the farm; installation of sampling station to test raw sewage from the restaurant sewer lateral; engineering report to confirm proposed improvements; amendment to the Water and Sewer Plan from S-3 to S-1 (reflecting service within 2 years); and a deadline of December 31, 2019 to meet the above

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conditions.

In response to a question by Commissioner Bunting, County Attorney Maureen Howarth explained the reason for requiring the property to be subdivided is that under the current County Code the County does not permit private and public services on the same property, and an individual is required to connect to public water and sewer if it is available; however, in this instance the County would allow the owner to continue using his private well if the brewery and farm operation were subdivided from the roadside stand and restaurant to be served by public water and sewer. Mr. Shannahan stated that a subdivision plat is required for this project to be sure there is a clear separation of waste from the brewery, which will be served by septic, and the roadside stand and restaurant, which will receive public services from the Mystic Harbour SSA. In response to follow-up questions by Commissioner Bunting, Environmental Programs Director Bob Mitchell advised that the Maryland Department of the Environment (MDE) will require the applicant to provide a wastewater sample to complete a Nutrient Management Plan and obtain an exemption. Public Works Deputy Director John Ross advised that requiring an engineering report is the most effective way to assure that the proposed systems will work and that the brewery waste is disposed of apart from the restaurant and roadside stand, as it will best identify how many gallons of waste will be generated by the brewery and where that waste can be sprayed on the farm property.

In response to an additional question by Commissioner Bunting, Mr. Mitchell stated that the applicant probably will not be able to meet the December 31, 2019 deadline, given that the equipment needed to complete the project will not be available until summer 2019, and for that reason staff would support extending the deadline to December 31, 2020.

After much discussion and upon a motion by Commissioner Bunting, the Commissioners unanimously approved Option 1, as outlined by the Sewer Committee, to allocate 6 EDUs of sewer service from Area 2 (South) of the Mystic Harbour SSA to serve the Assateague Island Farm, LLC property, with EDU's allocated from the Commercial Infill category, and subject to the 11 above conditions of approval and modifying the deadline to meet all of the above conditions from December 31, 2019 to December 31, 2020.

Pursuant to the request of Public Works Director John Tustin and upon a motion by Commissioner Bertino, the Commissioners unanimously authorized Commission President Purnell to sign the Deed of Assignment of Sewer Service by the County Commissioners in their capacity as the governing body of the Ocean Pines SSA, which formally assigns 27 EDUs from the Ocean Pines SSA to Ocean Enterprise 589 LLC (Ocean Downs), as outlined in a Memorandum of Understanding (MOU) approved by the Commissioners on September 17, 2013, which authorizes the purchase of 27 EDUs per year for 10 years by Ocean Downs from the Ocean Pines SSA. The Commissioners further agreed to amend the Deed of Assignment to reflect the date of the agreement and to revise the cost to add future capital improvement fees.

Pursuant to the request of Mr. Tustin and upon a motion by Commissioner Bertino the Commissioners unanimously agreed to extend the County's two-year contract with Atlantic Pumping of Bishopville, Maryland for an additional year through January 31, 2020 for the rental and service of portable restrooms for Part A - Boat Landings, Solid Waster Homeowner's Convenience Centers, and the County Firing Range for the Maintenance Division of Public

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Works at a total cost of \$4,032.00 and for Part B - passive and active recreational parks for Recreation and Parks at a total cost of \$16,692.00 for a grand total annual cost of \$20,724.00.

Pursuant to the request of Mr. Tustin and upon a motion by Commissioner Bertino, the Commissioners unanimously agreed to exercise the option to extend the County's contract with Delmarva Custom Spraying, Inc. of Bivalve, Maryland for an additional three years for providing pest control services at 42 County facilities at a cost of \$18 per month, per facility for a total annual cost of \$9,072 through March 31, 2022.

Pursuant to the request of Mr. Tustin and upon a motion by Commissioner Bertino, the Commissioners unanimously accepted the offer from Mr. Meticulous Cleaning Services, Inc. of Salisbury, Maryland to extend the current contract for custodial services for County office buildings at the current prices on a month-to-month basis, while the County rebids these services.

Upon a motion by Commissioner Mitreic, the Commissioners unanimously tabled item no. 17 pending the completion of changes requested by County Attorney Maureen Howarth to the proposed Project Partnership Agreement (PPA) between the U.S. Army Corps of Engineers (COE) and the Maryland Department of Natural Resources (DNR), and Worcester County, Maryland for Ocean City Harbor and Inlet Navigation Improvements at the Ocean City Inlet.

Pursuant to the request of Chief Administrative Officer Harold Higgins and upon a motion by Commissioner Bertino, the Commissioners unanimously authorized Commission President Purnell to sign the following three documents to secure State matching funds for the Ocean City Harbor and Inlet Navigation Improvements at the Ocean City Inlet: Maryland Department of Natural Resources (DNR) Chesapeake and Coastal Services (CCS) Center for Waterway Improvement & Infrastructure Application for FY19 Waterway Improvement Fund Grant for State contribution towards the 50/50 match for these improvements; DNR Waterway Improvement Fund Grant Agreement, awarding grant funds of \$300,000 for FY19; and DNR Center for Waterway Improvement and Infrastructure request for reimbursement.

Pursuant to the request of Budget Officer Kathy Whited and upon a motion by Commissioner Bertino, the Commissioners unanimously increased the privately-owned vehicle mileage reimbursement rate for County employees from \$0.505 to \$0.58 per mile traveled on County business effective February 1, 2019 to reflect the recent State of Maryland and Internal Revenue Service (IRS) standard mileage rate increases.

The Commissioners reviewed and discussed various board appointments.

Upon a nomination by Commissioner Nordstrom, the Commissioners unanimously agreed to appoint Matt Gordon to the Local Development Council (LDC) for the Ocean Downs Casino for a four-year term expiring December 31, 2022.

Upon nominations by Commissioner Church, the Commissioners unanimously agreed to appoint Elizabeth Rodier to the Commission for Women for a three-year term expiring December 31, 2021, to replace Michelle Bankert whose term expired; and to reappoint Roberta Baldwin, as the local Social Services member, and Melissa Banks, as the public health nurse, to the Adult

Public Guardianship Board for additional three-year terms each expiring December 31, 2021.

Upon nominations by Commissioner Elder, the Commissioners unanimously agreed to reappoint Tom Babcock and appoint George Solyak, to replace Betty McDermott whose term expired, to the Agricultural Reconciliation Board for four-year terms each expiring December 31, 2022.

Upon a nomination by the Worcester County Farm Bureau and upon a motion by Commissioner Elder, the Commissioners unanimously agreed to appoint Dean Ennis to the Agricultural Reconciliation Board for a four-year term expiring December 31, 2022.

Upon a nomination by Commissioner Bunting, the Commissioners unanimously agreed to appoint Dr. Kenneth Widra, as the psychiatrist member, to the Adult Public Guardianship Board for a three-year term expiring December 31, 2021 to fill the vacant position created by the resignation of Dr. Dia Arpon.

In follow-up to a prior request from the Commissioners to recognize long-term volunteers serving on County boards, pursuant to the recommendation of Assistant Chief Administrative Officer Kelly Shannahan and upon a motion by Commissioner Bertino, the Commissioners unanimously agreed to recognize these volunteers at their meeting on April 2, 2019, and at that time to issue a proclamation declaring April 7-13 as Volunteer Appreciation Week in Worcester County. Commendations are to be issued to each County board member who has served at least 10 years, or six years in the case of the Commission for Women since their members are term limited (in accordance with their bylaws) and may only serve a maximum of two consecutive 3-year terms. Each year thereafter on their first meeting in April to coincide with Volunteer Appreciation Week, the Commissioners will continue to recognize long-term volunteer board members each year on their 10-year, 15-year, 20-year and 25-year anniversaries.

Ms. Howarth met with the Commissioners to discuss officially designating representatives from among them who have completed training in accordance with the requirements of the Open Meetings Act. Ms. Howarth advised that public bodies that conduct closed meetings must designate staff and Commission members for training. Upon recommendations by Ms. Howarth and upon a motion by Commissioner Elder, the Commissioners unanimously designated Ms. Howarth and Mr. Shannahan as the County employee designees and Commission President Diana Purnell and Vice President Joe Mitrecic as the Commissioner designees, as these individuals have all completed the Open Meetings Act training.

Ms. Howarth advised that Calvert Crossland and Verizon officials contacted her to request an opportunity to perform a publicly-advertised balloon test at the Ocean Pines Wastewater Treatment Plant (WWTP) to display the height of a proposed tower at that site and to host one or more community meetings in Ocean Pines to discuss proposed cell phone coverage. On December 4, 2018 the Commissioners voted not to sign the Land Lease Agreement between the County Commissioners (Lessor) and Calvert Crossland, LLC (Lessee) for a tower at the Ocean Pines WWTP and not to look at this site for the location of a tower. Ms. Howarth advised that Verizon officials noted that the proposed balloon test will allow the community to observe the simulation of any visual impact and allow Calvert and Verizon to create photo simulations of

the tower.

Commissioner Bunting stated that the Commissioners, acting on behalf of residents who have clearly stated they oppose erecting a tower at this location, voted not to permit this site to be used now or in the future for a tower. Therefore, he could not support the requested balloon test. He further noted that Verizon does not need approval from the Commissioners to host a public meeting in Ocean Pines, and if they do he will attend the meeting as a taxpayer. He stated that there appear to be other suitable tower sites in the vicinity. Commissioner Bertino concurred. In response to a question by Commissioner Bertino, Mr. Shannahan confirmed that the communications tower at the Mystic Harbour WWTP sits on County-owned property.

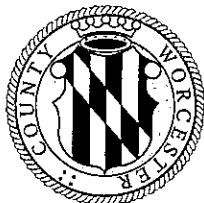
Commissioner Nordstrom stated that he saw no harm in conducting a balloon test, as it does not obligate the Commissioners to allow the tower.

Following some discussion and upon a motion by Commissioner Bunting, the Commissioners voted 6-1, with Commissioner Nordstrom voting in opposition, to deny the request from Verizon and Calvert Crosslands to conduct a balloon test at the Ocean Pines WWTP.

Upon a motion by Commissioner Church, the Commissioners unanimously agreed to allocate funds to cover the cost of one meal at the Coast Guard Station in Ocean City for 37 federal employees at that station, who are currently being furloughed, at a cost of \$20 per staff member for a total cost of \$740.

The Commissioners answered questions from the press, after which they adjourned to meet again on February 5, 2019.

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



1

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

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

OFFICE OF THE
COUNTY COMMISSIONERS

Worcester County

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

PROCLAMATION

WHEREAS, this February we honor African Americans whose triumphs helped to guide this nation to overcome the tragic errors of our past and to become a nation that resoundingly protects and defends the liberty of all," and

WHEREAS, we pause specifically to recognize Eastern Shore natives who champion human rights and unity, historic individuals like Reverend Charles A. Tindley who penned the Civil Rights Movement anthem *We Shall Overcome*; and those bridging gaps in our community today, individuals like Jesse Ballard who served on a state commission that campaigned for the creation of a U.S. federal holiday honoring Martin Luther, King, Jr. and who founded the Tri-County MLK Coalition, Inc., which promotes unity through the community and has been hosting the annual MLK birthday celebration and commemoration banquet for 34 years.

NOW, THEREFORE, we the County Commissioners of Worcester County, Maryland, do hereby proclaim February 2019 as **Black History Month** and encourage citizens to reflect upon the achievements of African-Americans.

Executed under the Seal of the County of Worcester, State of Maryland, this 5th day of February, in the Year of Our Lord Two Thousand and Nineteen.



Diana Purnell, President

Joseph M. Mitrecic, Vice President

Anthony W. Bertino, Jr.

Madison J. Bunting, Jr.

James C. Church

Theodore J. Elder

Joshua C. Nordstrom

2

NOTICE
Disposal of Personal Property
Owned by Worcester County, Maryland

In accordance with the provisions of Section CG 4-403 of the County Government Article of the Code of Public Local Laws of Worcester County, Maryland, the County Commissioners have declared the following described personal property as surplus and are considering disposal of same by conveyance to the Town of Pocomoke City, Maryland which proposes to use this property for other public purposes.

SWING SET FROM STOCKTON PARK PLAYGROUND

The old playground equipment at Stockton Park has recently been replaced with new playground equipment. During the replacement process, Pocomoke City officials have requested that the surplus swing set be donated to the Town of Pocomoke City to be used at Cypress Park in Pocomoke City..

DETERMINED TO BE USED FOR OTHER PUBLIC PURPOSE: The County Commissioners have determined, by at least five-sevenths majority vote, that conveyance of this personal property to the Town of Pocomoke City constitutes a valid public purpose.

TERMS OF CONVEYANCE: The County Commissioners propose to convey the above described property to the Town of Pocomoke City at no cost, subject to Pocomoke City Officials' acceptance of this equipment in "As Is" condition and releasing the County of any future liability associated with it's use.

Anyone objecting to the proposed conveyance of the above personal property shall do so in writing submitted to the address below prior to 4:30 p.m. on Friday, February 1, 2019, or in person at the regularly scheduled meeting of the County Commissioners to be held at 10:00 a.m. on February 5, 2019 in the County Commissioners Meeting Room, Room 1101 - Government Center, One West Market Street, Snow Hill, Maryland 21863.

WORCESTER COUNTY COMMISSIONERS

*

la

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



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

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JOSHUA C. NORDSTROM

OFFICE OF THE
COUNTY COMMISSIONERS

Worcester County

GOVERNMENT CENTER
ONE WEST MARKET STREET • ROOM 1103

SNOW HILL, MARYLAND

21863-1195
December 26, 2018

TO: Harold L. Higgins, Chief Administrative Officer
FROM: Kelly Shannahan, Assistant Chief Administrative Officer *KL.*
SUBJECT: Request for Surplus Swing Set at Stockton Playground to Pocomoke City

As you are aware, we were recently contacted by Pocomoke City Manager Bobby Cowger requesting that the old swing set at Stockton Playground, which is in the process of being replaced with new playground equipment, be declared surplus property and disposed of by gift to the Town of Pocomoke City to be used at Cypress Park in Pocomoke City. If the County Commissioners are inclined to approve this request, they must follow the procedures outlined in Section CG 4-403 regarding Disposition of County property when no longer used by the County (copy attached). In accordance with these procedures, the County Commissioners may, by a five-sevenths majority vote, determine the use of the old swing set by the Town of Pocomoke City is a valid public purpose after which we could advertise the proposed disposal of this swing set to Pocomoke City and offer citizens the opportunity for objections thereto. Regarding terms and compensation, we would propose a no cost transfer subject to Pocomoke City Officials' acceptance of this equipment in "As Is" condition and releasing the County of any future liability associated with it's use.

Please review this matter with the County Commissioners at their next meeting so that we can begin the process of transferring ownership to the Town of Pocomoke City as specified above. If you should have any questions or concerns with regard to this matter, please feel free to contact me.

cc: Bobby Cowger, Pocomoke City Manager
Tom Perlozzo, Director of Recreation and Parks
William Rodriguez, Parks Superintendent
Maureen Howarth, County Attorney
Eddie Carman, Risk Manager
H:\1-wpdocs\MISC\Disposal of Playground Equipment to Pocomoke-2018.wpd

POCOMOKE CITY, MARYLAND

MAYOR

BRUCE A. MORRISON

mayormorrison@pocomokemd.gov

CITY MANAGER

ROBERT L. COWGER, JR.

bobby@pocomokemd.gov



CITY COUNCIL

DIANE DOWNING

TODD J. NOCK

GEORGE TASKER

ESTHER TROAST

DALE TROTTER

Worcester County Commissioners

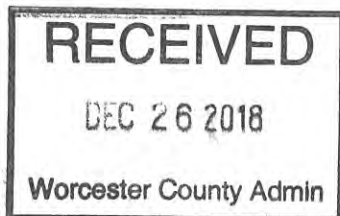
Commissioners:

The City has been notified by the Worcester County Recreation and Parks and Commissioner Lockfall that they will be dismantling the playground at Stockton. There is a swing set that is in nice condition that has been offered to the City for use at our Cypress Park. I would like to request that the City be able to acquire the swing set and place it in our playground at Cypress Park. The City is in the process of replacing many outdated pieces of equipment. This would certainly be an asset to the playground. We greatly appreciate the offer of the equipment.

Respectfully,

Robert L. Cowger Jr.

City Manager



"Friendliest Town on the Eastern Shore"

CITY HALL • P.O. BOX 29 • POCOMOKE CITY, MARYLAND 21851
PHONE 410.957.1333 • FAX 410.957.0939 • www.pocomokemd.gov

SUBTITLE IV
County Real and Personal Property and County Buildings

§ CG 4-401. Title to County property.

Title to all County property, both real and personal, transferred to Worcester County, the County Commissioners or any agency department or branch thereof by way of purchase, grant, gift, dedication or anyway whatsoever shall be titled to the County Commissioners of Worcester County unless otherwise specifically provided in individual cases by a resolution of the County Commissioners.

§ CG 4-402. Management of real and personal property and buildings.

Management authority and responsibility for all County property and buildings is vested in and charged to the County Commissioners, and all decisions with regard to the use of the same and contracts with regard thereto, be they for acquisition, improvement or in any way connected therewith, shall be by resolution of the County Commissioners or as may be provided by law or regulation. The County Commissioners may, at their option, by resolution or as provided by appropriate law and regulation, delegate the authority and responsibility as prescribed by this section by franchise, lease or other appropriate executive or legislative act.

§ CG 4-403. Disposition of County property when no longer used by County.

(a) Generally. Unless otherwise provided by law, whenever the County Commissioners propose to dispose of any County-owned property or any rights incidental thereto by reason of the fact that such property is no longer required for County use, they shall first advertise the same at least once a week for three successive weeks in one or more newspapers of general circulation in said County inviting competitive bids to be made upon such terms and conditions as the County Commissioners may deem appropriate, including, without limitation, the right to accept or reject any and all bids as they see fit with regard to the disposal of such property and giving an opportunity for objections to any such disposal.

(b) For other public use. When any County-owned property is no longer needed for use by the County Commissioners and the County Commissioners propose to dispose of the same by lease, grant or otherwise for a public purpose, as such public purpose may be from time to time determined by a five-sevenths majority vote of the County Commissioners, the Commissioners shall, prior to adopting a resolution for the disposal of such property, advertise the proposed disposal once a week for three successive weeks in one or more newspapers of general circulation in said County stating the terms of such disposal and the compensation to be received therefor and giving opportunity for objections thereto. [Amended 8-20-2002 by Bill No. 02-11]

(c) Where bidding impractical. The County Commissioners may, by a five-sevenths majority vote, determine that it may be impractical to dispose of County-owned property or rights incidental thereto for nonpublic purposes by competitive bidding. In such cases, the County Commissioners shall, prior to adopting a resolution for the disposal of such property, advertise the proposed disposal once a week for three successive weeks in one or more newspapers of general circulation in said County stating the terms of such disposal and the compensation to be received therefor and giving opportunity for objections thereto. [Amended 8-20-2002 by Bill No. 02-11]

(d) Exceptions. The provisions of this section shall not apply to the closing of public roads within the County or easements for public utilities or to property titled to other bodies corporate or politic of the County.





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Board of Directors

Blaine Smith
President

Igor Conev
Vice-President

Stephanie Meehan
Secretary

John Lewis
Treasurer

Anna Dolle Bushnell

January 11, 2019

Diana Purnell, President
Worcester County Commission
Room 1103, Governmental Center
One W. Market Street
Snow Hill, MD 21863-1195

Dear President Purnell:

Spiro Buas

Buddy Dykes

Kevin Gibbs

G. Hale Harrison

Patrick McLaughlin

Bill Sieg

Nick Tekmen

Reid Tingle

Bob Torrey

Joe Wilson

Executive Director
Glenn Irwin

The Ocean City Development Corporation (OCDC) would like to provide an update on our downtown revitalization efforts in Ocean City to the Worcester County Commissioners. We are requesting this brief PowerPoint presentation can be made on Tuesday, February 5th at your regular Commission meeting. The presentation would be completed by Blaine Smith, OCDC President, and I.

Thank you in advance for your consideration of this request.

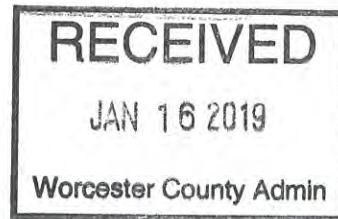
If you have any questions, please do not hesitate to contact my office at (410) 289-7739.

Sincerely,


Glenn Irwin
Executive Director

Ex-Officio Members:

Economic Development Committee
Ocean City Chamber of Commerce
Ocean City Downtown Association
Ocean City Hotel Motel Restaurant
Association, Inc.
Town of Ocean City
Worcester County
Ocean City Museum Society, Inc.



Ocean City Development Corporation
108 Dorchester Street – Ocean City, MD 21842
Telephone: 410-289-7739 Fax: 410-289-7742 Website: www.ocdc.org

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**OCDC UPDATE AND PRESENTATION
TO
Worcester County Commission
2019**

THE OCDC ORGANIZATION

- Established in 2000
- 15 Board members
- 164 Members
- 14 Committees

OCDC FAÇADE PROGRAM

- 217 Buildings Renovated to Date
- \$6.4 Million Private Sector Investment
- 6:1 Leveraging of Private to Public
- 3 Projects Underway

Façade Project 1202 Baltimore Avenue

Before



After



Façade Project
2 St Louis Avenue
Before After



Façade Projects
15 St Louis Avenue 209 16th Street
After After



GREEN BUILDING INITIATIVE

- Energy Star Rated Doors, Windows and Cool Roofs
- 57 Projects Completed
- 5 Projects Underway
- \$950,00 in Private Sector Investment

GREEN BUILDING INITIATIVE 104 Dorchester Street Energy Star rated windows



BUSINESS ASSISTANCE PROGRAM

fixed interior improvements
24 Projects completed - \$1.6 Million in private investment

South Pole Ice Cream



India Emporium



Proposed new Cambria Hotel

- Former Cropper concrete property
- 133 hotel rooms
- New restaurant
- Tremendous tax base increase



CONSTRUCTION UNDERWAY FOR CAMBRIA HOTEL

Opening in 2020



STRATEGIC DEMOLITION PROGRAM

- 2018 16 Baltimore Avenue Project
- First floor Commercial Space
- Upper floors to contain 40 Beds for seasonal housing



SGIF mixed use project (Hotel Monte Carlo Oceanfront)



- 54 hotel rooms
- Boardwalk commercial use
- 14 beds for seasonal housing
- Opened in September 2017

LIGHT UP ALLEY PROGRAM

- Providing lighting of the alleyways in downtown Ocean City
- Improved public safety for pedestrians, bicyclists and employees
- Washington Lane from 2nd to 16th street as Phase I

SPECIAL EVENTS

- **Sunset Park Party Nights- July 11th to August 28th**
- **September 9th Shakespeare's "Measure for Measure" production by Brown Box Theatre**
- **October 26th Craft Beer Fest**
- **Co-sponsor of other events**

UPCOMING OCDC ITEMS

- **Off the Boardwalk Business Directory Panels**
- **Opportunities Zones Designation**
- **Update of the Sustainable Communities Plan**

**“OCDC - REVITALIZING
DOWNTOWN OCEAN CITY
ONE BUILDING AT A TIME”**

*Thank you for your
continued support.*

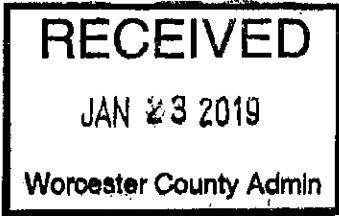
www.ocdc.org



TO: The Worcester County Commissioners
Room 1103 - Worcester County Government Center
One West Market Street
Snow Hill, Maryland 21863-1195

4

Having been served with Nuisance Abatement Order No. 18-4 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.



Vincent Lynch and Denise A. Lynch
Name (please print)

Address 31508 Lighthouse Road
Selbyville, Del 19975

Phone #: 302-436-5221 - home
410-713-9481 - Cell M
302-228-6575 Cell DAL

1/17/2019
Date

TO: Denise A. Lynch & Vincent P. Lynch
31508 Lighthouse Road
Selbyville, DE 19975-3479

BY CERTIFIED MAIL

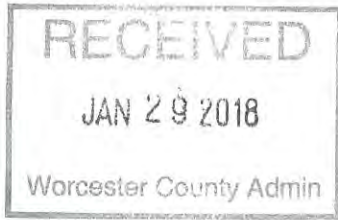
Your request for a hearing on Nuisance Abatement Order No. 18-4 has been received.

The hearing on this matter has been scheduled for February 5, 2019, at 10:30 am, in Room 1101 - Worcester County Government Center, One West Market Street, Snow Hill, Maryland 21863-1195.

Harold L. Higgins
Chief Administrative Officer

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1



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
DATA RESEARCH DIVISION

ADMINISTRATIVE DIVISION
CUSTOMER SERVICE DIVISION
TECHNICAL SERVICE DIVISION

MEMORANDUM

TO: Harold L. Higgins, Chief Administrative Officer
FROM: Edward A. Tudor, Director *EAT*
DATE: January 29, 2019
RE: Nuisance Abatement Order #18-4 - 10720 St. Martins Neck Road

Pursuant to your request, I have reviewed with my staff the letter dated January 8, 2019 from Vincent and Denise Lynch, owners of the above referenced structure. The property owners have proposed three options to abate the nuisance conditions on the property and my staff and I have reviewed them with regard to how each may be affected by the regulations that we enforce. The following discussion addresses only those regulations enforced by my department. Please keep in mind that the options proposed may have other considerations from other departments, such as Environmental Programs concerning well and septic and the Critical Area Program.

Owners' Option A: "Repair the existing property exterior with new wood and windows and siding."

DRP Response: The Department has not conducted any type of comprehensive evaluation with regard to the structural integrity of the existing structure. While it may be able to be repaired, I suspect that the work would be extensive. Other than compliance with the Building Code, I know of no other program that would affect this option from this Department.

Owners' Option B: "Tear down the property that is on the north end of the property and replace with a single story building instead of a two story. The issue we need to overcome is that will the Planning and Zoning Department allow if a demo is done to replace the building in the same foot print as existing house stands today due to the proximity of St. Martins Neck Road."

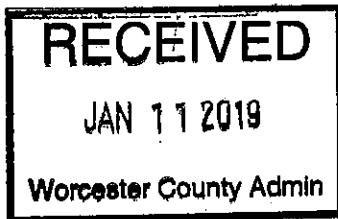
DRP Response: Based on the limited information and survey we have in our records for the property, it appears that the northeasterly corner of the existing dwelling is located 31.6" from St. Martins Neck Road (MD 368). This road is classified as a minor collector highway and only has a thirty foot right-of-way. Therefore, according to §§ ZS 1-326(c) and ZS 1-305(b) of the Zoning and Subdivision Control Article, the minimum required front yard setback is 60 feet. The existing structure is considered a nonconforming structure. § ZS 1-121(d) requires the granting of a Special Exception from the Board of Zoning Appeals for the reconstruction or structural alternation to such a nonconforming building.

Owners' Option C: "Sell the property to another buyer."

DRP Response: While the owners certainly have the right to sell their property, the mere sale does not abate the nuisance. The current or future owners should both be held to whatever time limits the County Commissioners may establish for the abatement of the nuisance.

I will be available to discuss the matter in greater depth with you and the County Commissioners at the upcoming hearing.

cc: Robert Mitchell



January 8, 2019

Mr. Harold L Higgins
Office of County Commissioners
One West Market Street Room 1103
Snow Hill, Maryland 21863-1195

Re: Nuisance Abatement Order #18-4

Dear Mr. Higgins;

After receiving the November 13, 2018 letter from the office of County Commissioners Regarding Nuisance Abatement Order #18-4. My wife and myself have reviewed the order and the property in question. We have discussed several improvement options.

The options that we discussed are going to be expensive and we want to ensure our plans will be acceptable with the planning and zoning commission.

- Options: A. Repair the existing property exterior with new wood and windows and siding.
- B. Tear down the property that is on the North end of the property and replace with a single story building instead of a two story .

The issue that we need to overcome is that will the Planning and Zoning department allow if a demo is done to replace a building in the same foot print as existing house stands today due to the proximity to the St. Martins Neck Road.

- C. Sell the property to another buyer.

With this process we are hereby asking for more time to seek approvals, and obtain a contractor and obtain financing for the project.

Sincerely,

Vincent Lynch
Denise Lynch

31508 Lighthouse Road
Selbyville, Delaware 19975-3479

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



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OFFICE OF THE
COUNTY COMMISSIONERS

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

Worcester County

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

Received! _____

November 13, 2018

Denise A. Lynch & Vincent P. Lynch
31508 Lighthouse Road
Selbyville, DE 19975-3479

BY REGULAR MAIL AND CERTIFIED MAIL

Nuisance Abatement Order #18-4

You are hereby notified pursuant to Section 1-102 of the Public Health Article of the Code of Public Local Laws of Worcester County, Maryland, the County Commissioners of Worcester County have ordered that you abate the nuisance condition which exists on property owned by you located at 10720 St. Martins Neck Road, Bishopville, Maryland 21813, and identified on Worcester County Tax Map 9 as Parcel 153. The precise nature of the nuisance, as determined by the County Commissioners, being the unattended and uninhabitable dilapidated portion of the structure on your property which is beyond reasonable hope of rehabilitation or restoration, which constitutes a nuisance under the provisions of Subsections PH 1-101(a)(11) and (14) of the County Code. A copy of the law is enclosed for your reference.

You are hereby ordered to abate such nuisance by January 15, 2019. Should you wish a hearing on the matter you must sign and deliver the enclosed request for a hearing to the Office of the County Commissioners, Room 1103 - Worcester County Government Center, One West Market Street, Snow Hill, Maryland, 21863-1195, **not later than fifteen (15) days from your receipt of this letter.**

Should you wish technical assistance with regard to the abatement of the nuisance you may contact Lisa Wilkens, Zoning Inspector, at the Worcester County Department of Development Review & Permitting at (410) 632-1200, extension 1135.

For the County Commissioners

Harold L. Higgins
Chief Administrative Officer

cc: Edward A. Tudor, Director of Development Review & Permitting
Jennifer Keener, Zoning Administrator, DRP
Lisa Wilkens, Zoning Inspector, DRP
Phil Thompson, Finance Officer
KS/Misc/Nuisance Abatement 18-4

Citizens and Government Working Together

Title PH1

HEALTH-RELATED NUISANCES

SUBTITLE I Environmental Health Hazards

§ PH 1-101. Nuisances.

§ PH 1-102. Abatement of nuisances.

§ PH 1-103. Tattoo establishments.

§ PH 1-104. Junk vehicles.

§ PH 1-105. Smoking in public buildings.

§ PH 1-106. Litter.

§ PH 1-107. Skin penetrating body
adornment.

§ PH 1-108. Nightclubs.

§ PH 1-109. Adult-oriented businesses,
entertainment, and material.

[HISTORY: Adopted by the Board of County Commissioners of Worcester County 8-25-1981 by Bill No. 81-5 as Title 1 of the Public Health Article of the 1981 Code. Amendments noted where applicable.]

SUBTITLE I Environmental Health Hazards

§ PH 1-101. Nuisances. [Amended 11-10-1987 by Bill No. 87-5; 4-25-1989 by Bill No. 89-2]

(a) Certain conditions to be declared nuisances. The existence of any of the following conditions in the County which are found to be dangerous or prejudicial to the maintenance of property values, health, safety or general welfare of the people of the County by the duly designated County department or official are hereby declared to constitute a public nuisance: [Amended 11-16-2004 by Bill No. 04-11]

(1) The uncontrolled growth of grass, weeds or other rank vegetation, including but not limited to ragweed, poison ivy, poison oak, poison sumac, and all other noxious weeds which are generally known to be either allergenic, a skin irritant, or toxic when ingested, to a height exceeding one foot. [Amended 5-18-2010 by Bill No. 10-4]

A. The above requirement shall not apply where the Department has determined, after an investigation which considers the physical characteristics or actual use of the property or other relevant factors, that the property qualifies as one of the following: properties utilized for a bona fide agricultural purpose, natural wooded areas, stream protection areas, habitat protection areas, steep slope and erodible soil protection areas, stormwater management facilities areas, unimproved areas of more than three acres in size, areas publicly owned and maintained as natural areas, and private open space areas covenanted with the County as recreational areas to be maintained in their natural state. In no case shall noxious weeds as described above be allowed to grow within sixty feet of any property line adjoining an occupied property zoned for residential, commercial or industrial purposes. In addition, the

above requirement shall not apply to wetlands, stream protection areas, habitat protection areas, steep slope and erodible soils protection areas, stormwater management facilities areas and nature study areas. Any uncontrolled growth as described in and subject to the provisions of this section shall be cut to a height not exceeding four inches.

- B. Where it is ascertained that the owner, occupant or person in control of any lot or lands within the County has allowed or maintained on such lot or lands any growth of weeds or other rank vegetation to a height over one foot or that noxious weeds, as defined herein, are growing on lands within the County, written notice shall be served upon the owner, lessee, agent, or tenant having charge of any lot or lands within the County that weeds or other rank vegetation have been allowed to grow to a height exceeding one foot and that such weeds or other vegetation must be cut to a height not exceeding three inches. If the owner or other person having charge of such lands is a nonresident, notice shall be sent by regular United States mail to his address as shown on the tax assessment rolls as maintained by the Maryland Department of Assessment and Taxation. Mailing by regular United States mail shall constitute adequate notice. In addition such notice shall be posted on the lot or lands not less than fifteen days prior to taking any further action and shall contain information describing the nature of the violation, the anticipated corrective action, and whom to contact for further information. If the address of any owner or person having charge of such lot or lands cannot be located after diligent search, posting of such notice on the lot or land shall constitute adequate notice.
- (2) Any accumulation of animal or vegetable matter or manure that is offensive by virtue of odors or vapors or by the inhabitation therein of rats, mice, snakes or vermin of any kind which is or may be dangerous or prejudicial to the public health.
- A. The provisions of this section pertaining to manure shall not apply to legitimate agricultural land use unless said use is immediately adjacent to a residential structure on another lot. In such cases, manure cannot be stored within one hundred feet of the residential structure.
- (3) Any placing, leaving, dumping or accumulation of rubbish, household trash or junk causing or threatening to cause a fire hazard, or causing the inhabitation therein of rats, mice, snakes, or vermin of any kind or the accumulation of stagnant water causing or threatening to cause the breeding of insects which is or may be dangerous or prejudicial to the public health.
- (4) Other than as provided in Subsections (a)(4)A and B below, the outdoor storage or accumulation of personal property occupying greater than one hundred square feet of land area per parcel or lot, including but not limited to the following: appliances, appliance parts, furniture, linens, household goods, lawn mowers, auto, truck, boat, recreational vehicle, motorcycle or bicycle parts, scrap metal, glass, scrap paper, bicycles, wire, electrical or plumbing parts and fixtures, tools, building

supplies and materials not in storage for existing permitted construction activity on the site.

- A. When the storage or accumulation of personal property as described in Subsection (a)(4) above is visually screened from adjoining public road rights-of-way and adjoining properties or contained wholly within a completely enclosed structure, the storage or accumulation of personal property may occupy greater than one hundred square feet of land area per parcel or lot.
- B. The provisions of this subsection shall not apply to properties utilized for bona fide agricultural purposes.
- (5) The deposit or accumulation of any foul, decaying or putrescent substance or garbage, trash, rubbish or other offensive matter upon the ground surface or in or upon any groundwater, abandoned well, sewage system, bathing area, lake, pond, watercourse, ditch, drain, gutter or tidewater, hole or pit.
- (6) The overflow of any foul liquids or sewage or the escape of any sewage or sewage gas from any privy, cesspool, septic tank, subsurface tile field or any other type of sewage system which is not connected to a municipal sewage system; or any open cesspool or unsafe sewage system. [Amended 7-26-2005 by Bill No. 05-8]
- (7) A toilet or urinal in any public or quasi-public building which is maintained in an unsanitary condition.
- (8) The accumulation or deposit of manure, human feces, garbage, cannery wastes or by-products, feathers and poultry offal, carcasses of animals or any form of filth.
- (9) A polluted or unsafe water system, well or spring or the pollution of any well or spring. [Amended 7-26-2005 by Bill No. 05-8]
- (10) Any premises having an unsafe sewerage system or facility, or that is not provided with a suitable toilet or sanitary privy for all persons gathering, working or living therein. [Amended 7-26-2005 by Bill No. 05-8]
- (11) Any dilapidated, burned-out, fallen-down, ramshackled or decayed structure or remnant thereof which is unattended and uninhabitable or unusable for its intended purpose and is beyond reasonable hope of rehabilitation or restoration. The Commissioners, in making a determination of a nuisance condition under this subsection, shall consider the historical significance of the structure and its danger or potential danger to the public.
- (12) Any unattended and unprotected man-made hole, cave, crater, cavity, pit or pool or similar surface condition which constitutes or has the potential of becoming a hazardous area to the public because of potential for cave-in, subsidence or collapse or because of an accumulation of water.
- (13) The disposition of any animal carcass upon the surface of any land, road or highway.

- (14) Such other similar conditions as the County Commissioners may determine to be prejudicial or dangerous to the health or safety of the people of the County or any of the above or similar conditions as may be determined by the County Commissioners to be prejudicial to property values in the County.

(b) Procedure for determination of nuisance.

- (1) The County Commissioners shall, by resolution, designate County departments or officials to investigate, determine the existence of and issue citations for nuisances.
- (2) The County Commissioners or any department or official designated to enforce this Subtitle may require that nuisance complaints be in writing, signed by the complainant and contain such information as may be necessary to locate and investigate the condition.
- (3) No complaint shall be necessary to institute the investigation of a nuisance.
- (4) Departments and officials designated to enforce this Subtitle shall cooperate with each other in sharing information and making investigations.
- (5) The investigating department or official shall, after investigation, determine whether or not a nuisance exists.

(c) Violations.

- (1) Anyone permitting or maintaining a nuisance as determined hereunder shall be guilty of a civil infraction.
- (2) Each day that a nuisance is permitted or maintained shall constitute a separate infraction.
- (3) A property owner of property on which a nuisance exists, as well as the person causing the nuisance, shall be guilty of such civil infraction.
- (4) Nothing in this Subtitle shall prohibit the abatement of a nuisance under any other legal procedure or relieve a person charged with a civil infraction hereunder from liability under any other civil or criminal enactment.

- (d) Notice. In addition to the penalties contained in Subsection (c) hereof, where it has been determined pursuant to Subsection (b)(5) hereof that a nuisance exists, the Department or official making such determination shall cause written notice to be sent to the property owner, as well as the occupant or other person in possession of the property in question, said notice to describe the nature of the nuisance and the actions necessary for correction. Such notice shall be sent by registered mail to the owners address as identified on the tax assessment rolls as maintained by the Maryland Department of Assessment and Taxation. If the address of any owner or person having charge of such lot or lands which is the subject of the nuisance cannot be located after diligent search or if the aforementioned notice by registered mail is not accepted or otherwise not deliverable, posting of such notice on the lot or land shall constitute adequate notice. Such notice shall be posted on the lot or lands not less than seven days prior to taking any further action and shall contain information describing the nature of the violation, the required corrective action,

and whom to contact for further information. [Added 11-16-2004 by Bill No. 04-11; amended 5-18-2010 by Bill No. 10-4]

(e) Applicability.

- (1) This Subtitle shall apply only in the unincorporated areas of Worcester County and shall not apply to any disposal site operated by the County Commissioners or the Worcester County Sanitary Commission.²
- (2) This Subtitle shall not apply to any legal, bona fide, recognized agricultural practice, provided that such practice does not constitute a health hazard.

§ PH 1-102. Abatement of nuisances. [Amended 11-10-1987 by Bill No. 87-5; 8-2-1988 by Bill No. 88-6; 4-25-1989 by Bill No. 89-2]

- (a) County Commissioners may abate. The County Commissioners may abate any nuisance so designated under this Subtitle.
- (b) Procedure. Where necessary corrections have not been completed after the notice requirements as contained in § PH 1-101(d) hereof have been fulfilled, any Department or official charged with the enforcement of this subtitle may cause or request abatement of any nuisance condition in accordance with the following: [Amended 11-16-2004 by Bill No. 04-11; 5-18-2010 by Bill No. 10-4]
 - (1) Where the Department has ascertained there to be a violation of the provisions of § PH 1-101(a)(1) hereof and corrective actions have not commenced after notice as provided for in § PH 1-101(d) hereof, the Department may enter upon the premises and cut or otherwise remove the overgrowth of vegetation in accordance with the standards as set forth in § PH 1-101(a) hereof. All costs associated with cutting and or removal of the vegetation, and a service fee, shall be assessed in accordance with a fee schedule established by resolution of the County Commissioners. The Department shall mail a statement of charges promptly upon completion of the corrective action to the owner of the premises. All such statements shall be due and payable within thirty days of mailing and shall bear interest thereafter in the same percentage as a delinquent County tax bill. Any unpaid and delinquent statement shall become a lien upon all real estate and personal property of the subject in the same manner as delinquent taxes and a notation shall be made upon the tax records of the County Finance Officer.
 - (2) For all nuisance conditions which remain uncorrected after notice as provided for in § PH 1-101(d) hereof, other than that described in Subsection (b)(1) hereof, the appropriate Department or official may request abatement of a nuisance.
- (c) Notice, order, hearing. After the receipt of a request as described in Subsection (b)(2) hereof, the County Commissioners shall notify, in writing, the owner of the property on which the nuisance is located, as shown on the tax assessment rolls of the County as

1. Editor's Note: This bill also redesignated former Subsection (d) as Subsection (e).
2. Editor's Note: The Sanitary Commission was abolished by Bill No. 93-19.

maintained by the Maryland Department of Assessments and Taxation, as well as the occupant or other person in possession of the property in question, of the request for abatement and shall send to such person an order requiring the prompt abatement of such nuisance within a reasonable time, to be set in such order, which is to take into account the nature of the nuisance. The notice shall afford the owner, occupant or other person in possession of the premises the opportunity to be heard by the County Commissioners within a reasonable time, to be set in such order, which time shall take into account the nature of the nuisance. Such notice shall be sent to the owner's address as shown on the tax assessment rolls of the County as maintained by the Maryland Department of Assessments and Taxation by registered United States mail. If the address of any owner or person having charge of such lot or lands cannot be located after diligent search, or if the aforementioned notice by registered mail is not accepted or otherwise not deliverable, it shall be sufficient to post such notice on the lot or land. Such notice shall be posted on the lot or lands not less than fifteen days prior to taking any further action and shall contain information describing the nature of the violation, the anticipated corrective action, and whom to contact for further information. [Amended 11-16-2004 by Bill No. 04-11; 5-18-2010 by Bill No. 10-4]

(d) Abatement by County.

(1) In the event that such person does not abate any such nuisance as prescribed hereby within the prescribed period of abatement or does not appear before the County Commissioners and have such abatement order rescinded by the County Commissioners within the time prescribed, the County Commissioners may enter upon the premises and cause such condition to be removed or otherwise remedied by such means as the County Commissioners may deem most appropriate and expedient.

(2) Any person, upon receipt of an abatement notice as prescribed by this section, may, at any time up to the date on which such person might have been heard with regard to an order to abate, request the County, in writing, to abate such condition, provided that such request states an affirmative agreement on the part of the requesting party to pay the costs of such removal or abatement.

(e) Cost of abatement. Any actual costs incurred by the County in removing, abating or otherwise remedying any nuisance as herein prescribed, including reasonable attorney's fees, shall be charged to the owner of the land on which the nuisance existed as well as all subjects of the civil infraction citation and shall become a lien upon all real estate and personal property of the subject of the civil infraction citation in the same manner as delinquent taxes. In the case of a condominium or cooperative, the lien shall be upon all of the individual units proportionally. It shall be the duty of the County Finance Officer to mail a statement of such charges to the persons responsible at the address shown on the tax assessment rolls of the County or, in the case of no address on the assessment roll, to the last known address. All such statements shall be due and payable within thirty days from the date of receipt thereof and shall bear interest thereafter in the same percentage as a delinquent County tax bill. In the event that any such statement becomes delinquent, a notation of the delinquency shall be made upon the tax records of the County Finance Officer. [Amended 7-26-2005 by Bill No. 05-8]

- (f) Emergency nuisances. If, upon receipt of a report pursuant to Subsection (b) hereof, the Commissioners determine that a nuisance constitutes an emergency situation presenting a clear and present danger to the health or safety of the public, the Commissioners may abate the nuisance pursuant to Subsection (d) hereof without notice or hearing; provided, however, that the Commissioners shall make a good-faith effort to informally contact the property owner or occupant of the premises or person in possession and provide a reasonable opportunity to be heard. The cost of abatement pursuant to Subsection (e) shall not be assessed against the property owner until after the property owner has been given a notice and a reasonable opportunity to be heard.

§ PH 1-103. Tattoo establishments. [Added 12-10-1985 by Bill No. 85-4]

- (a) Legislative intent. The County Commissioners of Worcester County have determined:
- (1) That the coloration of the skin by the aid of needles or any other instruments designed to touch, puncture or penetrate the skin by improperly trained or unsupervised individuals or in unsanitary facilities is dangerous to the health and general welfare of the community.
 - (2) That the puncturing or penetrating of skin area that has rash, pimples, boils, infections or other skin disorders or diseases can cause a spread of the skin disorders or diseases which may result in the communication of such skin disorders or diseases to other persons.
 - (3) That the communication of disease poses a threat to the public health, safety and general welfare.
 - (4) That, in order to protect the public health, safety and general welfare, it is necessary to regulate tattoo establishments.
- (b) Definitions. Unless the particular provision or the context otherwise requires, the definitions and provisions contained in this section shall govern the construction, meaning and application of words and phrases as used in this section.

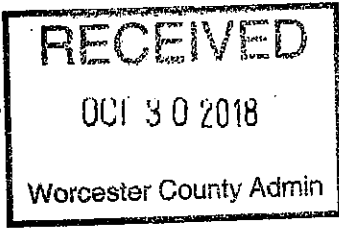
CERTIFICATE OF INSPECTION — The written approval from the Worcester County Health Department, Department of Health and Mental Hygiene of the State of Maryland or their designated representative that the tattooing establishment has been inspected and meets all the requirements of this section relating to physical facilities, equipment and layout for the operation of a tattoo establishment.

EMPLOYEE — Any person over eighteen years of age, other than an operator, who renders any service in connection with the operation of a tattoo establishment and receives compensation from the operator of the business or its patrons.

HEALTH DEPARTMENT — The Worcester County Health Department, Department of Health and Mental Hygiene of the State of Maryland, or its designated representative.

OPERATOR — Any individual, firm, company, corporation or association that owns or operates an establishment where tattooing is performed and any individual who performs or practices the art of tattooing on the person of another.

25



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

ADMINISTRATIVE DIVISION
CUSTOMER SERVICE DIVISION
TECHNICAL SERVICE DIVISION

ZONING DIVISION
BUILDING DIVISION
DATA RESEARCH DIVISION

MEMORANDUM

TO: Harold L. Higgins, Chief Administrative Officer
FROM: Edward A. Tudor, Director *EAT*
DATE: October 29, 2018
RE: Nuisance Condition - 10720 Saint Martins Neck Road

APPROVED
Worcester County Commissioners
Date 11/14/18
60 days to remedy

This memorandum is in follow-up to your request regarding the condition of the above referenced property which is owned by Denise and Vincent Lynch of Selbyville, Delaware. Specifically, concerns have been raised about the condition of the dwelling unit on the property.

As evidenced by the attached photographs, the structure consists of a very old two-story dwelling with a somewhat later single-story addition. The assessment records indicate that the original structure was built in 1920. My office has no information on the dwelling whatsoever. Some years ago the two-story section was stripped and gutted with apparent intentions of fixing it up. Work soon stopped, however, and there has been only very minor activity on this section in recent years. The single-story side of the structure was and continues to be occupied. Given the amount of time the two-story section has sat without any follow-up work it appears rehabilitation of this section is highly unlikely. At this point in time it is difficult to ascertain without a detailed inspection if the two-story section could be removed without damage to the occupied portion of the structure. At the very least I would recommend against the removal of the two-story section with the single-story section occupied. It is for these reasons that should the County Commissioners find that the structure meets the definition of a ramshackled or decayed structure as contemplated by § PH 1-101(a)(11) or similar conditions as described in subsection (14) of that section, I recommend that the property owner be given some time greater than the usual 30 days to remedy the situation. It may very well take more than 30 days to relocate the occupants from the one portion of the structure.

If you need any additional information or photographs, please let me know. As always, I will be available to discuss the matter with you and the County Commissioners at your convenience.

Attachment

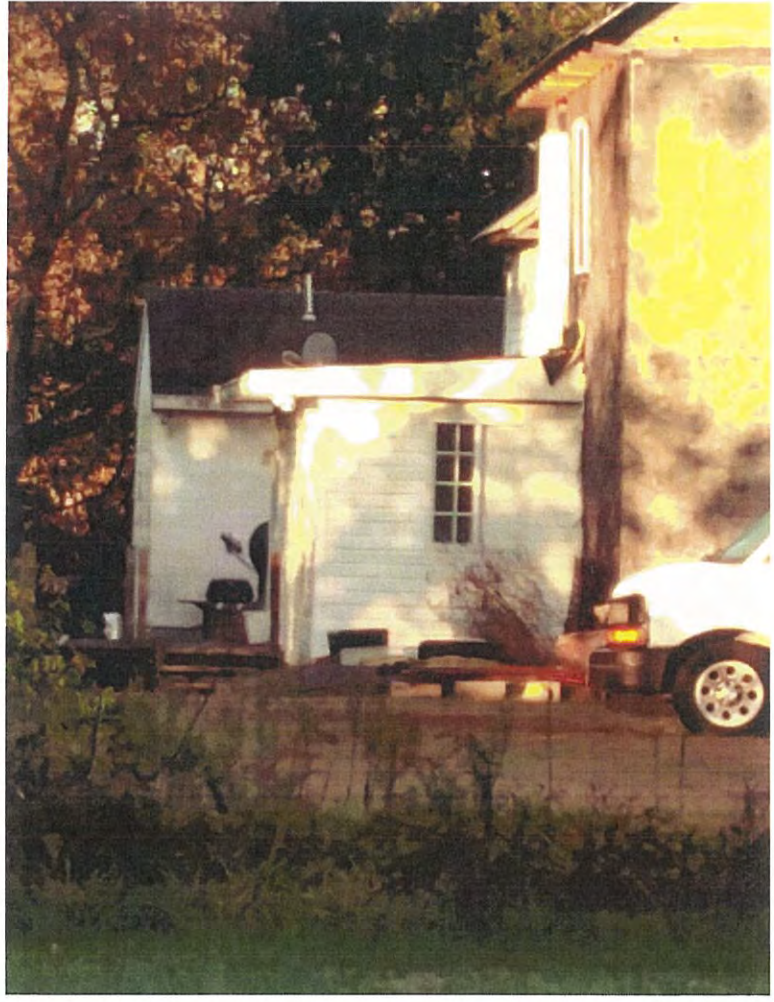
Real Property Data Search (w1)

Search Result for WORCESTER COUNTY

View Map		View GroundRent Redemption		View GroundRent Registration					
Tax Exempt:		Special Tax Recapture:							
Exempt Class:		NONE							
Account Identifier:		District - 05 Account Number - 006716							
Owner Information									
Owner Name:	LYNCH DENISE A & VINCENT P LYNCH			Use:	RESIDENTIAL				
Mailing Address:	31508 LIGHTHOUSE RD SELBYVILLE DE 19975-3479			Principal Residence:	NO				
				Deed Reference:	/02782/ 00161				
Location & Structure Information									
Premises Address:		10720 ST MARTINS NECK RD BISHOPVILLE 21813-0000		Legal Description:	2 ACS S SIDE ST MARTINS NECK RD BISHOPVILLE				
Map:	Grid:	Parcel:	Sub District:	Subdivision:	Section:	Block:	Lot:	Assessment Year:	Plat No:
0009	0005	0153		0000				2019	Plat Ref:
Special Tax Areas:				Town:		NONE			
				Ad Valorem:					
				Tax Class:					
Primary Structure Built		Above Grade Living Area		Finished Basement Area		Property Land Area		County Use	
1920		2,016 SF				2.0000 AC			
Stories	Basement	Type	Exterior	Full/Half Bath	Garage	Last Major Renovation			
2	NO	STANDARD UNIT	ASBESTOS SHINGLE	2 full					
Value Information									
		Base Value		Value		Phase-in Assessments			
				As of 01/01/2016		As of 07/01/2018		As of 07/01/2019	
Land:		84,500		84,500					
Improvements		17,300		17,300					
Total:		101,800		101,800		101,800			
Preferential Land:		0							
Transfer Information									
Seller: WILLIAMS ROWEN C FOR LIFE				Date: 11/30/1999		Price: \$45,000			
Type: NON-ARMS LENGTH OTHER				Deed1: SVH /02782/ 00161		Deed2:			
Seller: WILLIAMS GEO W JR &				Date: 02/18/1983		Price: \$0			
Type: NON-ARMS LENGTH OTHER				Deed1: BB /00037/ 00008		Deed2:			
Seller: GEORGE W JR & MINNIE WILLIAMS				Date: 12/12/1957		Price: \$0			
Type: NON-ARMS LENGTH OTHER				Deed1: /00000/ 00000		Deed2:			
Exemption Information									
Partial Exempt Assessments:		Class		07/01/2018		07/01/2019			
County:		000		0.00					
State:		000		0.00					

14







5

To: County Commissioners
From: Your Vote Your Vote
Re: Presentation of Petition on Feb. 5, 2019
Attn: Mr. Higgins
Fax: (410) 632-3131

January 14, 2019

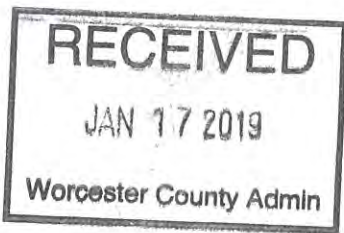
At the suggestion of Josh Nordstrom, I am contacting you to request being added to the agenda of the County Commission Meeting on Feb. 5, 2019.

Your Vote, Your Voice conducted a county wide voter registration drive during which we collected hundreds of signatures of residents who would like to see a 2nd early voting site in Pocomoke City. We are a group of Worcester County residents with over 40 people certified by the Board of Elections to register voters.

We would like to introduce our petition and give the signatures to the county commissioner. I hope this will be possible.

If you have questions, you can reach me at 443-944-6495. Please let us know as soon as possible as we have a number of people who wish to attend. No more than 2-3 people will speak.

Thank You,
Joan Roache
co-coordinator



Petition for an Early Voting Site in Pocomoke City

Petition Summary and Background	It is 29 miles and 35-45 minutes to get from the Pocomoke City to Gull Creek in Berlin, the current and only early voting site in the county. There is no accessible public transportation and if you have a car and work, it is a hardship to go to the current site. Therefore
Action petitioned for	We the undersigned concerned citizens of Worcester County urge our County Commissioners to act now to create an early voting site in Pocomoke City.

Printed Name	Signature	Address	Email	Date



2

Telephone: 410-632-1320

Fax: 410-632-3031



MD RELAY SERVICE:

1-800-735-2258

Agenda

Worcester County Board of Elections

Board Meeting

Wednesday, January 30, 2019; 10 am
201 Belt Street, Suite C, Snow Hill, MD 21863

- I. Call Meeting to Order and determine quorum.
- II. Welcome all guests and report any Board or Staff absences.
- III. Minutes:
 - A. Approve Minutes from January 9, 2019
- IV. Correspondence
 - A. Memo from Joan Roache to Commissioners
- VII. Old Business

None
- VIII. New Business

Discussion regarding establishing new early voting polling place in Southern end of County

Additional items may be added to this agenda prior to meeting

Agenda sent to: Board Members & Board Attorney, Chairmen of Republican and Democratic Central Committees: Mary Burgess & Loretta Spinuzza, Co-Chrs. Rep CC, (marybinoc@aol.com & jagspin@gmail.com), Roxie Dennis, Chr. Dem CC, (vanessadennis1959@yahoo.com), Worcester County Commissioners (commissioners@co.worcester.md.us), SBE

Board Meeting Agenda

Harold Higgins

From: Patricia Jackson -SBE- [patricia.jackson@maryland.gov]
Sent: Wednesday, January 30, 2019 4:44 PM
To: Harold Higgins
Subject: Re: Early voting site in Pocomoke
Attachments: EV Costs Jan 31, 2019.xlsx

Harold,

Our Board met today to discuss the possible addition of an early voting site in the southern end of the county. I received a list of costs from SBE along with my estimates and I am attaching this hereto.

House Bill 79 addresses several changes for early voting. The MAEO Legislative Committee is asking for an amendment to this bill that if a county with one early voting site adds an additional early voting site, the county will need to fund one additional full time office staff person. I have included this cost in the event the Bill should pass. You will see this listed on the costs. Also, these costs are start up costs and not a per election cost; there is voting equipment that our office will need to obtain, but once we have this equipment, the costs per early voting will be less.

While our Board does not recommend adding an additional early voting site at this time due to the costs involved, they directed me to include the costs in our FY20 budget and if the Commissioners agree to fund the costs, our office will be happy to pursue this.

I understand the Your Vote group will be meeting with the Commissioners on Tuesday, February 5th. I will be in Wicomico County Election Office assisting with their manual audit beginning at 9:45 am, but may be able to attend the Commissioners meeting if the time is later that afternoon. Or, if the Commissioners would

like me to attend a future meeting to discuss the costs, I would be glad to do so.

Patricia Jackson, Election Director
Worcester County Election Office
201 Belt Street, Suite C
Snow Hill, Maryland 21863
410.632.1320, ext. 102
Patricia.Jackson@maryland.gov

On Mon, Jan 21, 2019 at 11:36 AM Harold Higgins <hhiggins@co.worcester.md.us> wrote:

Thanks, Joan Bellet Roache has requested to present this request to the Commissioners at their Feb. 5th meeting.

Harold

From: Patricia Jackson -SBE- [<mailto:patricia.jackson@maryland.gov>]
Sent: Monday, January 21, 2019 11:32 AM
To: Harold Higgins
Subject: Re: Early voting site in Pocomoke

Harold,

Our Board is meeting on January 30th at 10 am here in the office to discuss this matter. I am obtaining estimates from SBE for costs. I will keep you posted.

Patricia Jackson, Election Director
Worcester County Election Office
201 Belt Street, Suite C
Snow Hill, Maryland 21863

410.632.1320, ext. 102

Patricia.Jackson@maryland.gov

On Wed, Jan 16, 2019 at 12:23 PM Harold Higgins <hhiggins@co.worcester.md.us> wrote:

Patty could you review this request with your Board and the State office to see if there is any appetite to include this in your FY20 budget request.

Harold

Harold L. Higgins, CPA

Chief Administrative Officer

Worcester County

One West Market Street, Room 1103

Snow Hill, Maryland 21863

410-632-1194

Estimate for additional Early Voting site in Worcester

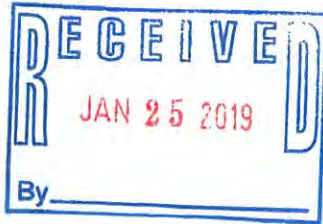
Additional Early Voting Polling Place		
Rent (\$500 per day x 8 days)	4,000	4000
Judges:		
2 Chief Judges \$275 per day x 8 = 4400		4400
1 Election Field Support \$275 per day x 8 = 2200		2200
11 Election Judges \$165 per day x 8 = 14,520		14520
Training for 112 judges (\$40 x 112) = 6,720		6720
SBE Trainers \$550		550
Additional Equipment for Early Voting:		
6 Electronic pollbooks \$1,800 x 6 = 10,800		10800
6 Electronic pollbook printers \$800 x 6 = 4,800		4800
2 voting units \$2,035 x 2 = 4,070		4070
1 Ballot Marking Device \$1,200		1200
ADA table for BMD \$900		900
10 voting booths \$4,000		4000
ADA voting booth \$229		229
Secrecy Sleeves 100 x \$60 = 600		600
6 Ballot Judge bags \$175 x 6 = 1,050		1050
Delivery & Pickup charges by SBE movers \$2,000		2000
Election supplies (pens, clipboards, etc.) \$300		300
10 tables and 40 chairs \$1,800		1800
Router & Telecon services charged by SBE \$2,000		2000
Antenna & modem charged by SBE \$1,600		1600
Early Voting Manuals \$2,000		2000
8 Provisional Ballot bags 8 x \$65 = 520		520
Supplies bag \$260		260
Vote here signs \$30 x 5 = 150		150
Early Voting Feather Sign \$350		350
No Electioneering signs and cones 4 x \$70		280
Sign tower \$160		160
Contingency & Extended Hours supplies \$450		450
Security Guard \$25/hr for 14 hrs/day x 8 days		2800
HB79 - additional staff member for office for each additional EV site		
Election Administrative Assistant \$42,000		42000
		\$116,709

(plus benefits)



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DONNA J. BOUNDS
WARDEN



**Worcester County
Jail**

P.O. BOX 189
SNOW HILL, MARYLAND
21863

TEL: 410-632-1300
FAX: 410-632-3002

QUINTIN L. DENNIS
SECURITY

FULTON W. HOLLAND JR.
CLASSIFICATION

January 24, 2019

Harold Higgins, Chief Administrative Officer
Worcester County Administration
Room 1103 Government Center
One West Market Street
Snow Hill, MD 21863

RE: Fire alarm system repair

Mr. Higgins,

I am submitting this letter to advise you of an overage in account 6550.010 (Building Property Improvements). In July 2018, the Jail roof of the 1982 section and the roof of the 2009 addition developed significant leaks. Service Max completed the repairs for the 1982 section in October 2018 at a cost of \$4775.00. The 2009 section is under a 20 year warranty from Johns Manville in Littleton, Colorado. After extensive email and phone contacts, the repair work was completed December 26, 2018. Due to the roof leaks, the fire alarm systems for the 1982 section and portions of the 2009 addition have suffered damage and need repair to bring the system back on line as required by the Worcester County Fire Marshal. I have obtained a proposal and service agreement from Johnson Controls Fire Protection to repair the entire system at a cost of \$22,089.68. I have included a copy of the proposal and service agreement with this letter. I request approval to have the work completed to repair the fire alarm system. Please contact me if you have any questions or concerns.

Sincerely,

Donna J. Bounds, Warden
Worcester County Jail



Johnson Controls Fire Protection LP
 Carolyn Yerkes – Systems Integrity Representative
 Carolyn.yerkes@jci.com
 18 Boulden Circle Ste 24 New Castle, De 19720
 Tel: 302-395-3546
 Fax: 302-328-5184
 License number: 0036

PROPOSAL AND SERVICE AGREEMENT

SimplexGrinnell Customer# 558678	Salesperson: Carolyn Yerkes 175112	Date: 01/10/19
Customer: Worcester County Jail	Job Location: Worcester County Jail 5022 Joyner Road Snow Hill, Md 21863	Invoice To (if different from Customer): Same
	Inspection SR# 42541300	Contact: Dave Smith 443-880-7701 dsmith@co.worcester.md.us

SimplexGrinnell LP ("Company"), for and in consideration of the prices herein named, proposes to furnish the work, and/or materials hereinafter described, subject to the terms and conditions of this Agreement.

At the time of your last fire alarm inspection, the following deficiencies were noted:

1. Fire Alarm Panel had (12) troubles upon arrival.
 - a. INSSI Cell smoke detector M1-245 No answer
 - b. Lower level corridor Library 473 M2-67 smoke No answer
 - c. Roof AHU-1 M2-93 No answer
 - d. Roof AHU-7 M2-94 No answer
 - e. Roof AHU-2 M2-95 No answer
 - f. Roof AHU-4 M2-96 No answer
 - g. Roof AHU-3 M2-97 No answer
 - h. Spare zone 25 disabled
 - i. Max Sec 175 Auto device Z-16 disabled
 - j. Upper Level corridor women's Med sec 458 M2-44 Smoke disabled
 - k. Upper level stair women's Med sec 457 M2-35 smoke disabled
 - l. Block lower front M1-227 dirty smoke
2. Smoke detector, 1st floor "A" block in room A55 segregation, failed to trip fire alarm control panel
3. Smoke detector, 1st floor "A" block in room A54 segregation, failed to trip fire alarm control panel
4. Smoke detector, upper level men's medium security 482 M1-104 damaged
5. (2) Smoke detectors, 1st floor in trash room next to kitchen failed to trip fire alarm control panel
6. Smoke detector 2nd floor women's medium security "L" block, water damaged disabled in fire alarm control panel
7. Smoke detector, INSSI cell, med 1 room smoked M1-245, failed to trip the fire alarm control panel, disabled at fire panel
8. Smoke detector, A block 2nd floor center head, failed to trip the fire alarm control panel
9. Smoke detector, B block day room closest to gate has water damage
10. Smoke detector, B block 2nd floor center, failed to trip the fire alarm control panel
11. Smoke detector, C block day room closest to gate has water damage
12. (2) Smoke detectors in maintenance room R6 failed to trip the fire alarm control panel
13. Smoke detector in electrical room K11, failed to trip the fire alarm control panel
14. Smoke detector in west storage room across from "B" block failed to trip the fire alarm control panel
15. Smoke detector in storage room R4, failed to trip the fire alarm control panel
16. (5) Smoke detectors in gym and gym storage area failed to trip the fire alarm control panel
17. (6) Smoke detectors in Max security unit, failed to trip the fire alarm control panel
18. (2) Smoke detectors in old boiler room next to the kitchen failed to trip the fire alarm control panel
19. Horn in "D" block failed to sound

Not to exceed (2) technicians (16) hours each troubleshoot / Replace 35 smoke detectors and troubleshoot / re-build 6 duct detectors failed to be defective at the time of the last inspection. If more time or material is needed an additional quote will be provided.

**NOTE: SimplexGrinnell LP is not responsible for the repair of drywall or ceiling damage that may occur during the repair of your life safety system. If wiring or programming issues arise during the repair of your life safety system, repairs will be completed on a time and material basis at \$150.00 per hour per man plus parts. Fixed price and labor quoted is for repairs to be made during normal Simplex Grinnell LP business hours of Monday thru Friday, 8am to 5pm, excluding

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TERMS AND CONDITIONS

holidays. If a lift is required for work to be completed, an additional lift rental fee will be applied. Any applicable taxes are not included. Price does not include fuel surcharge.

**** TO HAVE THE REPAIRS COMPLETED, PLEASE SIGN AND RETURN THE PROPOSAL ADDRESSED TO CAROLYN YERKES****
 Carolyn.yerkes@jci.com

Payment	NET 10 <input type="checkbox"/>	NET 30 <input type="checkbox"/>	C.O.D. <input type="checkbox"/>	DEPOSIT: \$
Time and Material <input type="checkbox"/>	Price Not to Exceed \$22,089.68		Fixed Price of \$	BALANCE DUE: \$ 22,089.68

CUSTOMER ACCEPTANCE

In accepting this Agreement, Customer agrees to the terms and conditions contained herein including those on the following page(s) of this Agreement and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that the Customer may issue. Any changes in the system requested by the Customer after the execution of this Agreement shall be paid for by the Customer and such changes shall be authorized in writing. **ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS CONTAINED IN THIS AGREEMENT.** This offer shall be void if not accepted in writing within thirty (30) days from the date first set forth above.

Customer

SIMPLEXGRINNELL LP

By: _____
 Name: _____
 Title: _____

By: _____
 Name: Carolyn Yerkes
 Title: Systems Integrity Representative

1. **Payment.** Work performed on a time and material basis shall be at the then-prevailing Company rate for material, labor, and related items, in effect at the time supplied under this Agreement. Further, in the event that this Agreement is executed on a "price not to exceed" basis, the price to Customer shall be lesser of: 1) the limit price quoted, or 2) the actual cumulative billing based on the aforementioned prevailing rate. Unless otherwise agreed in writing between the parties, Customer shall pay Company within thirty (30) days of the date of this Agreement. Customer agrees to pay all taxes, permits, and other charges, including but not limited to state and local sales and excise taxes, however designated, levied or based on the service charges pursuant to this Agreement. Company shall have the right, at Company's sole discretion, to stop performing any Services if Customer fails to make any payment when due, until the account is current. The Customer's failure to make payment when due is a material breach of this Agreement.

2. **Pricing.** The pricing set forth in this Agreement is based on the number of devices to be installed and services to be performed as set forth in the Scope of Work. If the actual number of devices installed or services to be performed is greater than that set forth in the Scope of Work, the price will be increased accordingly. Company may increase prices upon notice to the Customer or annually to reflect increases in material and labor costs. Customer agrees to pay all taxes, permits, and other charges, including but not limited to federal, state and local sales and excise taxes, installation or alarm permits, false alarm assessments, or any charges imposed by any government body, however designated, levied or based on the service charges pursuant to this Agreement.

3. **Alarm Monitoring Services.** Any reference to alarm monitoring services in this Agreement is included for pricing purposes only. Alarm monitoring services are performed pursuant to the terms and conditions of Company's standard alarm monitoring services agreement.

4. **Code Compliance.** Company does not undertake an obligation to inspect for compliance with laws or regulations unless specifically stated in the Scope of Work. Customer acknowledges that the Authority Having Jurisdiction (e.g. Fire Marshal) may establish additional requirements for compliance with local codes. Any additional services or equipment required will be provided at an additional cost to Customer.

5. **Limitation of Liability; Limitations of Remedy.** It is understood and agreed by the Customer that Company is not an insurer and that insurance coverage, if any, shall be obtained by the Customer and that amounts payable to company hereunder are based upon the value of the services and the scope of liability set forth in this

Agreement and are unrelated to the value of the Customer's property and the property of others located on the premises. Customer agrees to look exclusively to the Customer's insurer to recover for injuries or damage in the event of any loss or injury and that Customer releases and waives all right of recovery against Company arising by way of subrogation. Company makes no warranty or Warranty, including any implied warranty of merchantability or fitness for a particular purpose that equipment or services supplied by Company will detect or avert occurrences or the consequences therefrom that the equipment or service was designed to detect or avert. It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of Company to perform any of its obligations under this Agreement. Accordingly, Customer agrees that, Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences therefrom, which the equipment or service was designed to detect or avert. Should Company be found liable for any loss, damage or injury arising from a failure of the equipment or service in any respect, Company's liability shall be limited to an amount equal to the Agreement price (as increased by the price for any additional work) or where the time and material payment term is selected, Customer's time and material payments to Company. Where this Agreement covers multiple sites, liability shall be limited to the amount of the payments allocable to the site where the incident occurred. Such sum shall be complete and exclusive. If Customer desires Company to assume greater liability, the parties shall amend this Agreement by attaching a rider setting forth the amount of additional liability and the additional amount payable by the Customer for the assumption by Company of such greater liability, provided however that such rider shall in no way be interpreted to hold Company as an insurer. **IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGE, LOSS, INJURY, OR ANY OTHER CLAIM ARISING FROM ANY SERVICING, ALTERATIONS, MODIFICATIONS, CHANGES, OR MOVEMENTS OF THE COVERED SYSTEM(S) OR ANY OF ITS COMPONENT PARTS BY THE CUSTOMER OR ANY THIRD PARTY. COMPANY SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO DAMAGES ARISING FROM THE USE, LOSS OF THE USE, PERFORMANCE, OR FAILURE OF THE COVERED SYSTEM(S) TO PERFORM.** The limitations of liability set forth in this Agreement shall

inure to the benefit of all parents, subsidiaries and affiliates of Company, whether direct or indirect, Company's employees, agents, officers and directors.

6. **Reciprocal Waiver of Claims (SAFETY Act).** Certain of SimplexGrinnell's systems and services have received Certification and/or Designation as Qualified Anti-Terrorism Technologies ("QATT") under the Support Anti-terrorism by Fostering Effective Technologies Act of 2002, 6 U.S.C. §§ 441-444 (the "SAFETY Act"). As required under 6 C.F.R. 25.5 (e), to the maximum extent permitted by law, SimplexGrinnell and Customer hereby agree to waive their right to make any claims against the other for any losses, including business interruption losses, sustained by either party or their respective employees, resulting from an activity resulting from an "Act of Terrorism" as defined in 6 C.F.R. 25.2, when QATT have been deployed in defense against, response to, or recovery from such Act of Terrorism.

7. **General Provisions.** Customer has selected the service level desired after considering and balancing various levels of protection afforded, and their related costs. Customer acknowledges and agrees that by this Agreement, Company, unless specifically stated, does not undertake any obligation to maintain or render Customer's system or equipment as Year 2000 compliant, which shall mean, capable of correctly handling the processing of calendar dates before or after December 31, 1999. All work to be performed by Company will be performed during normal working hours of normal working days (8:00 a.m. - 5:00 p.m., Monday through Friday, excluding Company holidays), as defined by Company, unless additional times are specifically described in this Agreement. All work performed unscheduled unless otherwise specified in this Agreement. Appointments scheduled for four-hour window. Additional charges may apply for special scheduling requests, e.g. working around equipment shutdowns, after hours work. Company will perform the services described in the Scope of Work section ("Services") for one or more system(s) or equipment as described in the Scope of Work section or the listed attachments ("Covered System(s)"). The Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention. This Agreement assumes the Covered System(s) are in operational and maintainable condition as of the Agreement date. If, upon initial inspection, Company determines that repairs are recommended, repair charges will be submitted for approval prior to any work. Should such repair work be declined Company shall be relieved from any and all liability arising therefrom. **UNLESS OTHERWISE SPECIFIED IN THIS AGREEMENT, ANY INSPECTION (AND, IF SPECIFIED, TESTING) PROVIDED UNDER THIS**

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TERMS AND CONDITIONS

AGREEMENT DOES NOT INCLUDE ANY MAINTENANCE, REPAIRS, ALTERATIONS, REPLACEMENT OF PARTS, OR ANY FIELD ADJUSTMENTS WHATSOEVER, NOR DOES IT INCLUDE THE CORRECTION OF ANY DEFICIENCIES IDENTIFIED BY COMPANY TO CUSTOMER. COMPANY SHALL NOT BE RESPONSIBLE FOR EQUIPMENT FAILURE OCCURRING WHILE COMPANY IS IN THE PROCESS OF FOLLOWING ITS INSPECTION TECHNIQUES, WHERE THE FAILURE ALSO RESULTS FROM THE AGE OR OBSOLESCENCE OF THE ITEM OR DUE TO NORMAL WEAR AND TEAR. THIS AGREEMENT DOES NOT COVER SYSTEMS, EQUIPMENT, COMPONENTS OR PARTS THAT ARE BELOW GRADE, BEHIND WALLS OR OTHER OBSTRUCTIONS OR EXTERIOR TO THE BUILDING, ELECTRICAL WIRING, AND PIPING.

8. Customer Responsibilities. Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention. This Agreement assumes any existing system(s) are in operational and maintainable condition as of the Agreement date. If, upon initial inspection, Company determines that repairs are recommended, repair charges will be submitted for approval by Customer's on-site representative prior to work. Should such repair work be declined, Company shall be relieved from any and all liability arising therefrom.

Customer further agrees to:

- Provide Company clear access to Covered System(s) to be serviced including, if applicable, lift trucks or other equipment needed to reach inaccessible equipment;
- Supply suitable electrical service, heat, heat tracing adequate water supply, and required system schematics and/or drawings;
- Notify all required persons, including but not limited to authorities having jurisdiction, employees, and monitoring services, of scheduled testing and/or repair of systems;
- Provide a safe work environment;
- In the event of an emergency or Covered System(s) failure, take reasonable precautions to protect against personal injury, death, and/or property damage and continue such measures until the Covered System(s) are operational; and
- Comply with all laws, codes, and regulations pertaining to the equipment and/or services provided under this agreement.

9. Repair Services (if Selected by Customer). Where Customer expressly includes repair, replacement, and emergency response services in the Scope of Work, such services apply only to the components or equipment of the Covered System(s). Customer agrees to promptly request repair services in the event the System becomes inoperable or otherwise requires repair. The Agreement price does not include repairs to the Covered System(s) recommended by Company during the initial inspection, for which Company may submit independent pricing to customer and as to which Company will not proceed until Customer authorizes such work and approves the pricing. Repair or replacement of non-maintainable parts of the Covered System(s) including, but not limited to, unit cabinets, insulating material, electrical wiring, structural supports, and all other non-moving parts, is not included under this Agreement.

10. System Equipment. The purchase of equipment or peripheral devices, (including but not limited to smoke detectors, passive infrared detectors, card readers, sprinkler system components, extinguishers and hoses) from Company shall be subject to the terms and conditions of this Agreement. If, in Company's sole judgment, any peripheral device or other system equipment, which is attached to the Covered System(s), whether provided by Company or a third party, interferes with the proper operation of the Covered System(s), Customer shall remove or replace such device or equipment promptly upon notice from Company. Failure of Customer to remove or replace the device shall constitute a material breach of this Agreement. If Customer adds any third party device or equipment to the Covered System(s), Company shall not be responsible for any damage to or failure of the Covered System(s) caused in whole or in part by such device or equipment.

11. Reports. Where inspection and/or test services are selected, such inspection and/or test shall be completed on Company's then current Report form, which shall be given to

Customer, and, where applicable, Company may submit a copy thereof to the local authority having jurisdiction. The Report and recommendations by Company are only advisory in nature and are intended to assist Customer in reducing the risk of loss to property by indicating obvious defects or impairments noted to the system and equipment inspected and/or tested. They are not intended to imply that no other defects or hazards exist or that all aspects of the Covered System(s), equipment, and components are operational at the time of inspection. Final responsibility for the condition and operation of the Covered System(s), equipment and components lies with Customer.

12. Confined Space. If access to confined space by Company is required for the performance of Services, Services shall be scheduled and performed in accordance with Company's then-current hourly rate.

13. Hazardous Materials. Customer represents that, except to the extent that Company has been given written notice of the following hazards prior to the execution of this Agreement, to the best of Customer's knowledge there is no:

- "Permit confined space," as defined by OSHA,
- Risk of infectious disease,
- Need for air monitoring, respiratory protection, or other medical risk,
- Asbestos, asbestos-containing material, formaldehyde or other potentially toxic or otherwise hazardous material contained in or on the surface of the floors, walls, ceilings, insulation or other structural components of the area of any building where work is required to be performed under this Agreement.

All of the above are hereinafter referred to as "Hazardous Conditions".

Company shall have the right to rely on the representations listed above. If hazardous conditions are encountered by Company during the course of Company's work, the discovery of such materials shall constitute an event beyond Company's control and Company shall have no obligation to further perform in the area where the hazardous conditions exist until the area has been made safe by Customer as certified in writing by an independent testing agency, and Customer shall pay disruption expenses and re-mobilization expenses as determined by Company.

This Agreement does not provide for the cost of capture, containment or disposal of any hazardous waste materials, or hazardous materials, encountered in any of the Covered System(s) and/or during performance of the Services. Said materials shall at all times remain the responsibility and property of Customer. Company shall not be responsible for the testing, removal or disposal of such hazardous materials.

14. Limited Warranty. COMPANY WARRANTS THAT ITS WORKMANSHIP AND MATERIAL FURNISHED UNDER THIS AGREEMENT WILL BE FREE FROM DEFECTS FOR A PERIOD OF NINETY (90) DAYS FROM THE DATE OF FURNISHING. Where Company provides product or equipment of others, Company will warrant the product or equipment only to the extent warranted by such third party. EXCEPT AS EXPRESSLY SET FORTH HEREIN, COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES PERFORMED OR THE PRODUCTS, SYSTEMS OR EQUIPMENT, IF ANY, SUPPORTED HEREUNTO. COMPANY MAKES NO WARRANTY OR REPRESENTATION, AND UNDERTAKES NO OBLIGATION TO ENSURE BY THE SERVICES PERFORMED UNDER THIS AGREEMENT, THAT COMPANY'S PRODUCTS OR THE SYSTEMS OR EQUIPMENT OF THE CUSTOMER WILL CORRECTLY HANDLE THE PROCESSING OF CALENDAR DATES BEFORE OR AFTER DECEMBER 31, 1999.

15. Indemnity. Customer agrees to indemnify, hold harmless and defend Company against any and all losses, damages, costs, including expert fees and costs, and expenses including reasonable defense costs, arising from any and all third party claims for personal injury, death, property damage or economic loss, including specifically any damages resulting from the exposure of workers to Hazardous Conditions whether or not Customer pre-notifies Company of the existence of said hazardous conditions, arising in any way from any act or omission of Customer or Company relating in any way to this

Agreement, including but not limited to the Services under this Agreement, whether such claims are based upon contract, warranty, tort (including but not limited to active or passive negligence), strict liability or otherwise. Company reserves the right to select outside counsel to represent it in any such action.

16. Insurance. Customer shall name Company, its officers, employees, agents, subcontractors, suppliers, and representatives as additional insureds on Customer's general liability and auto liability policies.

17. Availability and Cost of Steel, Plastics & Other Commodities. Company shall not be responsible for failure to provide services, deliver products, or otherwise perform work required by this Agreement due to lack of available steel products or products made from plastics or other commodities.

(i) In the event Company is unable, after reasonable commercial efforts, to acquire and provide steel products, or products made from plastics or other commodities, if required to perform work required by this Agreement, Customer hereby agrees that Company may terminate the Agreement, or the relevant portion of the Agreement, at no additional cost and without penalty. Customer agrees to pay Company in full for all work performed up to the time of any such termination. (ii) If Company is able to obtain the steel products or products made from plastics or other commodities, but the price of any of the products has risen by more than 10% from the date of the bid, proposal or date Company executed this Agreement, whichever occurred first, then Company may pass through that increase through a reasonable price increase to reflect increased cost of materials.

18. Exclusions. This Agreement expressly excludes, without limitation, testing inspection and repair of duct detectors, beam detectors, and UV/IR equipment; provision of fire watches; clearing of ice blockage; draining of improperly pitched piping; batteries; recharging of chemical suppression systems; reloading of, upgrading, and maintaining computer software; making repairs or replacements necessitated by reason of negligence or misuse of components or equipment or changes to Customer's premises, vandalism, corrosion (including but not limited to micro-bacterially induced corrosion ("MIC")), power failure, current fluctuation, failure due to non-Company installation, lightning, electrical storm, or other severe weather, water, accident, fire, acts of God or any other cause external to the Covered System(s). This Agreement does not cover and specifically excludes system upgrades and the replacement of obsolete systems, equipment, components or parts. All such services may be provided by Company at Company's sole discretion at an additional charge. If Emergency Services are expressly included in the scope of work section, the Agreement price does not include travel expenses.

19. Force Majeure. Company shall not be responsible for delays or failure to render services due to causes beyond its control, including but not limited to material shortages, work stoppages, fires, civil disobedience or unrest, severe weather, fire or any other cause beyond the control of Company.

20. Termination. Company may terminate this Agreement immediately at its sole discretion upon the occurrence of any Event of Default as hereinafter defined. Company may also terminate this Agreement at its sole discretion upon notice to Customer if Company's performance of its obligations under this Agreement becomes impracticable due to obsolescence of equipment at Customer's premises or unavailability of parts.

21. No Option to Solicit. Customer shall not, directly or indirectly, on its own behalf or on behalf of any other person, business, corporation or entity, solicit or employ any Company employee, or induce any Company employee to leave his or her employment with Company, for a period of two years after the termination of this Agreement.

22. Default. An Event of Default shall be 1) failure of the Customer to pay any amount within ten (10) days after the amount is due and payable, 2) abuse of the System or the Equipment, 3) dissolution, termination, discontinuance, insolvency or business failure of Customer. Upon the occurrence of an Event of Default, Company may pursue one or more of the following remedies, 1) discontinue furnishing Services, 2) by written notice to Customer declare the balance of unpaid amounts due and to become due under the this Agreement to be immediately due and payable, provided that all past due amounts shall bear interest at the rate of 1 1/2% per

TERMS AND CONDITIONS

month (18% per year) or the highest amount permitted by law, 3) receive immediate possession of any equipment for which Customer has not paid. 4) proceed at law or equity to enforce performance by Customer or recover damages for breach of this Agreement, and 5) recover all costs and expenses, including without limitation reasonable attorneys' fees, in connection with enforcing or attempting to enforce this Agreement.

23. One-Year Limitation on Actions; Choice of Law. It is agreed that no suit, or cause of action or other proceeding shall be brought against either party more than one (1) year after the accrual of the cause of action or one (1) year after the claim arises, whichever is shorter, whether known or unknown when the claim arises or whether based on tort, contract, or any other legal theory. The laws of Massachusetts shall govern the validity, enforceability, and interpretation of this Agreement.

24. Assignment. Customer may not assign this Agreement without Company's prior written consent. Company may assign this Agreement to an affiliate without obtaining Customer's consent.

25. Entire Agreement. The parties intend this Agreement,

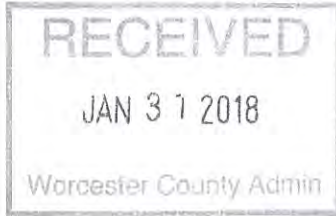
together with any attachments or Riders (collectively the "Agreement") to be the final, complete and exclusive expression of their Agreement and the terms and conditions thereof. This Agreement supersedes all prior representations, understandings or agreements between the parties, written or oral, and shall constitute the sole terms and conditions of sale for all equipment and services. No waiver, change, or modification of any terms or conditions of this Agreement shall be binding on Company unless made in writing and signed by an Authorized Representative of Company.

26. Severability. If any provision of this Agreement is held by any court or other competent authority to be void or unenforceable in whole or in part, this Agreement will continue to be valid as to the other provisions and the remainder of the affected provision.

27. Legal Fees. Company shall be entitled to recover from the Customer all reasonable legal fees incurred in connection with Company enforcing the terms and conditions of this Agreement.

28. License Information (Security System Customers): AL Alabama Electronic Security Board of Licensure 7956 Vaughn

Road, Pmb 392, Montgomery, Alabama 36116 (334) 264-9388: AR Regulated by: Arkansas Board of Private Investigators And Private Security Agencies, #1 State Police Plaza Drive, Little Rock 72209 (501)618-8600: CA Alarm company operators are licensed and regulated by the Bureau of Security and Investigative Services, Department of Consumer Affairs, Sacramento, Ca, 95814. Upon completion of the installation of the alarm system, the alarm company shall thoroughly instruct the purchaser in the proper use of the alarm system. Failure by the licensee, without legal excuse, to substantially commence work within 20 days from the approximate date specified in the agreement when the work will begin is a violation of the Alarm Company Act: NY Licensed by N.Y.S. Department of the State: TX Texas Commission on Private Security, 5805 N. Lamar Blvd., Austin, 78752-4422, 512-424-7710. License numbers available at www.simplexgrinnell.com or contact your local SimplexGrinnell office.



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The Circuit Court for Worcester County
First Judicial Circuit of Maryland

MICHAEL E. HOWARD
COURT ADMINISTRATOR
COURT HOUSE - ROOM 208
ONE W. MARKET STREET
SNOW HILL, MD 21863
(410) 632-2342

January 31, 2019

Mr. Harold Higgins
Chief Administrative Officer
Office of the County Commissioners

Re: Brian D. Shockley Travel/Training

Greetings,

The Court's budget indicates \$6,300.00 for Judge's training, some of which is contemplated to be out of state. Judge Shockley has the opportunity to attend advanced evidence training out of state through the National Judicial College. The purpose of this correspondence is to request approval of same.

Judge Shockley has received a \$500 scholarship to attend which would be deducted from the county funding, reducing the costs associated with the training to \$2,114.00, including accommodations, plus travel.

I am requesting the approval from the County Commissioners for Judge Shockley to attend this training which will be held in Bar Harbor, Maine from June 24, 2019 through June 27, 2019.

Thank you.

Very truly yours,

Michael Howard, Court Administrator

Enclosure: Registration Acceptance
State Approval to Travel
Course Schedule

MEH/as

Carol Johnson

From: The National Judicial College <registrar@judges.org>
Sent: Thursday, January 24, 2019 2:32 PM
To: Brian Shockley
Cc: Carol Johnson
Subject: [EXTERNAL] NJC Online Registration - Scholarship application complete

Greetings,

Thank you for using online registration at The National Judicial College.

Advanced Evidence
In Bar Harbor, Maine from 06/24/2019 to 06/27/2019

Tuition: \$1,499.00
Conference Fee: \$399.00

Your scholarship application will now be reviewed by the scholarship committee. The committee considers each application on a case-by-case basis. After a decision has been reached you will be notified within 7-10 days of the committee's decision. If the scholarship coordinator has questions before your application is presented to the committee you will be contacted by phone or email.

Please note that submission of your registration does not guarantee you a scholarship award or that you will be enrolled in the course.

- Enrollment is subject to course eligibility requisites and space availability.
- Do not make any travel or lodging commitments until your enrollment is confirmed. The NJC is not responsible for any costs incurred should your registration be declined.

The NJC Registrar's Office will email you within three business days regarding your enrollment. Should you have any changes to or questions about this registration or scholarship application, please do not hesitate to contact the Registrar's Office at (800) 255-8343 or via email at registrar@judges.org.

This registration will appear on the homepage under Registrations In-Process until it has been reviewed by the registrar. Once reviewed you will receive an enrollment confirmation email and the enrollment will then be listed under Confirmed Enrollments on your homepage.

If you need further assistance please call our Registrar Office Monday-Friday 8:00am-4:00pm Pacific at (800) 255-8343 or email us at registrar@judges.org

Thank you,

The National Judicial College

1898
-500

1398

Hon. Brian D. Shockley

Circuit Court for Worcester County

Snow Hill, MD 21863

410-632-0600

Telephone



JUDGES' REQUEST FOR OUT-OF-STATE TRAVEL*

Dear Chief Judge Barbera,
Chief Judge Morrissey (for District Court requests only),
Administrative Judge: N/A

In accordance with the Judicial Branch Travel Policy, I am requesting administrative leave and travel as follows:

Date(s): June 24-27, 2019

Name of Event: Advanced Evidence (National Judicial College)

Leave Type: [X] Educational [] Outreach [] Leadership [] Other:

Location: Bar Harbor, Maine

Involvement: [] Presenter [X] Attendee [] Support Staff [] Other:

Table with 2 columns: Expenses (If you are requesting reimbursement, fill in amounts.) and Total Estimated Costs. Rows include Registration Fee (\$1998.00), Transportation (\$352.00), Accommodations (\$716.00), Per Diems (meals provided are not reimbursable) (\$), Other (specify) (\$), and Total Maximum Budget Request (\$3066.00).

If no funds are being requested, the source of funding is: Worcester County, NJC scholarship (pending), personal funds

Additional Considerations:

Total Administrative Leave days used and expected / already approved this year, including this request:

- [X] Information regarding this conference / program is attached.
[] A visiting judge will be required to cover a courtroom if this request is granted.
[X] Response requested by ASAP (registration/scholarship pending)

1/25/19 Date

Signature of Brian D. Shockley, Judge, Printed Name

Approval checkboxes for Administrative Judge, District Court Chief Judge, and Court of Appeals Chief Judge with associated date lines.

*For approval only. Judiciary Expense Account form must still be completed for reimbursement.

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2018 Course



Advanced Evidence (JS 617)

WHEN:

October 1, 2018 –
October 4, 2018

all-day

 (<http://www.judges.org/2018courses/>)



WHERE:

The National Judicial
College
Reno Nevada

COST:

Tuition: \$1,099 |
Conference Fee: \$299

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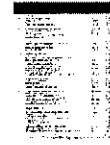
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This course is a must for judges who want to improve their evidentiary rulings. The expert faculty will review recent cases that impact evidentiary rulings, address problematic areas under the Federal Rules of Evidence, and explore the impact of these on evidentiary issues in state courts. After attending this course, you will be able to rule on evidentiary issues with greater accuracy and confidence.

PREREQUISITE: A law degree or completion of one of the following courses is required to attend: *Fundamentals of Evidence* (or its equivalent), *Special Court Jurisdiction*, or *Special Court Jurisdiction: Advanced*.

REGISTER
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Why should I take this course?

Consistently rated as one of the top courses at NJC, *Advanced Evidence* is a must for judges who want to improve their



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Master's and Ph.D.

This course qualifies for credits toward the Judicial Studies degree programs.

evidentiary rulings. This course gives you the opportunity to analyze rules of criminal and civil evidence in a setting where you can debate the rules with other judges from around the country. The expert faculty will not only lead you through the quagmire of the Federal Rules of Evidence, but will also compare and contrast the common law rules of evidence. The course is “advanced” in the sense that you have the opportunity to examine the various rules of evidence in depth. It is helpful if you can bring your state’s evidence rules with you, so you can compare and contrast those rules with the federal rules.

Learn more

What will I learn?

During this course, you will learn to:

- ✓ Rule on evidentiary issues with greater accuracy and confidence.
- ✓ Ensure that the baseline relevancy issues are met and their probative value outweighs unfair prejudice.
- ✓ Re-evaluate pre-hearing and post-hearing procedures in your court.
- ✓ Effectively examine your administrative hearings for implementation of ADR techniques.
- ✓ Analyze quickly whether character evidence is admissible, particularly with regard to prior bad acts.
- ✓ Describe when habit and custom evidence may be admitted.

Terrific course. Faculty outstanding. Materials and charts signifying complex topics can be used



6

- immediately* ✓ Rule on impeachment objections after analyzing bias, capacity, and prior inconsistent statement rules.
- upon return to the bench.* ✓ Outline an analytical scheme for ruling on hearsay objections and the exceptions.
- Very valuable.* ✓ Recognize the judicial role of gatekeeper.
- Hon. John A. Schaefer, *Clearwater, FL* ✓ Confidently rule on issues relating to lay opinion and expert opinion testimony.

Who should attend?

The NJC promotes a very professional environment for learning. The instructors have never disappointed me. This course has been specially developed for general jurisdiction judges or special court judges who hear criminal and/or civil cases. If you are a legally trained administrative law judge, you certainly are welcome; however, some of your practical concerns may not be specifically addressed. Appellate judges are encouraged to enroll not only for an update on evidence, but to hear the practicalities of applying evidentiary rules from a trial court judge’s perspective.

Who are the members of the faculty?

Hon. Rick Varner, *Sidman, PA* Faculty members are judges recognized as experts in the field of evidence, as well as law professors who understand the real-life concerns that judges face.

How is this course taught?

The faculty uses a number of adult education techniques including lecture, audio-visual aids, question and answer, debate, and class problems. Participants will also be directly involved in solving hypotheticals in your small group discussions.

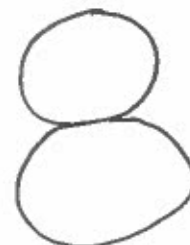
What should I tell my presiding judge or funding agency so that my attendance will be approved?

Judges must have a good understanding of the rules of evidence to make appropriate decisions in their courtrooms. This course gives the participant judge the rare opportunity to contrast their state rules of evidence with those of their colleagues from around the country. Each participant will also be given in-class problems that they must present to their colleagues. Ultimately, the judge participant will come away with a greater grasp of the rules of evidence and the reasons underlying those rules.

Whom should I contact for more information?

For more information, please contact the Registrar's Office at (800) 255-8343 or registrar@judges.org.





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

OFFICE OF THE TREASURER

PHILLIP G. THOMPSON, CPA
FINANCE OFFICER

Worcester County

JENNIFER C. SWANTON, CPA
ASSISTANT FINANCE OFFICER

GOVERNMENT CENTER

ONE WEST MARKET STREET, ROOM 1105

P.O. Box 248

SNOW HILL, MARYLAND

21863

TO: Harold L. Higgins, Chief Administrative Officer
FROM: Phillip G. Thompson, Finance Officer *[Signature]*
Jennifer Swanton, Assistant Finance Officer *[Signature]*
DATE: January 31, 2019
SUBJECT: Casino – Local Impact Grant Revenue

.....

Pursuant to your request please find our most current Ocean Downs VLT/Casino Activity Report through December 2018 attached. This report includes the Local Impact Grant revenue the County has received since the facility opened as well as one full year of table games activity (January – December 2018) in the columns to the right. The table games activity averaged \$32,396 per month in 2018 and the total revenue attributable to this activity was \$388,757 for calendar year 2018. It is important to note that the table games operation opened for two days in 2017 that is reflected on the report however I did not include this activity in the 2018 numbers since it did not represent a full month's activity.

In response to concerns expressed regarding the appropriation of the County Local Impact Grant revenue which includes the table games activity I would recommend that we review the history of this revenue stream. The County made the decision in June 2011 to allocate the Local Impact Grants received from Ocean Downs Casino to retire the debt service attributable to the Worcester Career and Technical High School (WCTHS). The school was constructed in 2008 and the County financed the project with a 15 year \$28.1M bond. The first transfer of Local Impact Grant monies did not occur until FY14 and the transfer was not sufficient to cover the total annual debt service for WCTHS. It is important to point out that through FY18 the annual Local Impact Grant revenue has yet to reach an amount sufficient to satisfy the annual WCTHS debt service. As a result, I would recommend that we stay the course as originally planned and continue to allocate the County Local Impact Grant revenue (which includes table game activity) to the WCTHS debt service. This bond is scheduled to be paid in full in four years at which point the County will have the opportunity to re-evaluate how these funds will be spent moving forward. *

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

Ocean Downs VLT/Casino Activity									
Worcester County revenue only									
	FY2013*	FY2014*	FY2015*	FY2016	FY2017	FY2018	FY2019	FY2018	FY2019
July	155,797.15	157,738.91	165,005.47	211,050.67	216,301.46	213,302.46	301,150.45		44,808.33
August	153,449.26	161,722.56	167,854.94	200,502.12	204,705.65	229,138.13	288,581.16		45,624.55
September	132,817.96	137,959.73	163,551.94	188,504.88	193,894.69	217,357.57	260,769.32		38,450.50
October	95,087.83	115,075.75	136,149.91	153,744.01	162,938.37	174,827.66	215,170.86		37,087.58
November	89,811.28	93,954.83	110,232.51	127,256.44	125,064.97	128,606.95	182,168.58		27,540.08
December**	90,471.21	91,857.20	111,439.14	128,018.90	335,881.88	324,746.44	390,121.88	2,697.60	30,456.88
January	79,256.57	85,950.25	111,652.87	122,817.04	121,316.95	159,907.42		28,907.70	
February	93,973.12	95,183.15	110,358.26	128,959.11	133,524.28	171,104.31		22,029.95	
March	107,125.57	112,682.21	132,917.69	147,555.23	154,186.61	202,663.17		23,403.88	
April	107,519.11	98,260.36	141,877.80	154,295.28	159,406.95	191,719.29		25,022.58	
May	129,260.37	127,790.34	164,862.60	169,972.85	175,505.04	221,627.85		27,111.58	
June	130,276.55	130,115.47	174,646.87	167,125.73	183,035.12	250,809.08		38,313.15	
Total Revenue	\$1,364,845.98	\$1,408,290.76	\$1,690,550.00	\$1,899,802.26	\$2,165,761.97	\$2,485,810.33	\$1,637,962.25	\$167,486.44	\$223,967.92
Portion attributable to table games						\$ 167,486.44	\$ 223,967.92		
* FY2012 through August 2014 is net of an 18% distribution to Baltimore and Prince Georges Counties in accordance with state law.									
** Extra annual \$200,000 allocate once PG County facility opened FY17									
*** Table games added December 2017									
Source: Maryland Racing Commission summary report									

In follow up to recent requests from the towns of Pocomoke City and Snow Hill as well as the Ocean Pines Association (OPA) for the Commissioners to allocate a portion of the increase in revenues from Local Impact Grant (LIG) funds that are generated by the addition of table games in December 2017 to the Ocean Downs Video Lottery Facility (Casino), Chief Administrative Officer Harold Higgins reviewed the State law, providing that 5.5% of video lottery terminal (VLT) proceeds shall be distributed as LIG funds to the local jurisdictions in immediate proximity of Ocean Downs - these include Worcester County (60%), Ocean City (20%), Berlin (10%), and Ocean Pines Association (10%). The State law further requires a plan for use of the LIG funds to address the impacts of the casino on each local jurisdiction. Mr. Higgins explained that the County's Multi-Year Plan for the Expenditure of Local Impact Grant Funds from the Ocean Downs Video Lottery Facility was adopted by Worcester County Resolution No. 11-12 and prioritizes LIG fund expenditures as follows: education and workforce development; public safety impacts; road and transportation system impacts; public facilities, services, and improvements; and problem gambling and secondary impacts. Mr. Higgins advised that the County plan identifies debt service reduction for the new Worcester Technical High School (WTHS) as the top priority for use of the County portion of LIG funds, as the school will provide a large portion of the workforce development education and training.

Mr. Higgins stated that, while State law provides that the County benefits from a portion of table game revenues, it does not specifically require distribution of those local revenues to other jurisdictions within the County. Furthermore, the County's portion of LIG funds, including table games, totals slightly over \$2 million annually, while the debt service for Worcester Technical High School totals roughly \$2.5 million annually. Therefore, he recommended adhering to the existing multi-year plan adopted by the County Commissioners to continue to apply the County's share of LIG funds to pay the WTHS debt service and not to consider allocating these County revenues for other purposes until the debt fully matures in FY23.

Commissioner Lockfaw stated that Pocomoke City and Snow Hill residents supported the Ocean Downs Casino and introduction of gambling in Worcester County, but they were left out of the distribution schedule. He stated that the new revenue from table games is essentially found money, and he urged his fellow Commissioners to allocate a portion of this new money to Pocomoke and Snow Hill to be used to assist with upcoming infrastructure projects.

Commissioner Bunting stated that he would prefer to allocate table game revenues to public safety, specifically the volunteer fire companies. In response to a question by Commissioner Bunting, Mr. Higgins advised that table games did not begin operating at the casino until December 2017, so it is far too soon to determine what actual revenues will be generated by this addition, though projected revenues are anticipated to be minimal. He further affirmed that the County's multi-year plan, which specifies that LIG funds are to be allocated to fund the \$2.4 million annual debt service for WTHS through FY23, does not distinguish between VLT and table game revenues. Commissioner Bertino recommended waiting until the WTHS debt service is fully repaid to amend the multi-year plan or to consider other uses for these County funds.

Commissioner Elder expressed concern that allocating LIG funds to the County, the OPA and only two of the four municipalities only serves to divide the County, and he recommended reducing the County's existing allocation from 60% to 40%, and redistributing those funds as follows: 10% to Pocomoke City, and 10% to Snow Hill. Mr. Higgins reminded the

Commissioners that the LIG funds are to be used to address casino impacts in immediate proximity to the casino which is why Snow Hill and Pocomoke City were not included in the original allocation schedule for LIG funds.

Commissioner Church urged his fellow Commissioners to postpone making any changes to the allocation of LIG funds to the County until they are able to study six to nine months worth of table game revenues and develop accurate projections for this new revenue stream. He further noted that the intent of the State was to provide Local Impact Grant funds to alleviate the impact of the casino in immediate proximity and did not include Pocomoke and Snow Hill because neither town is located within proximity to or impacted by the Ocean Downs Casino. However, he agreed that he may consider allocating a portion of the additional revenues from table games to Snow Hill and Pocomoke City once the extent of those additional revenues are known.

Commissioner Purnell stated that more time is needed to determine what revenues will be generated from table games and what impact table games may have on VLT revenues.

Following much discussion and upon a motion by Commissioner Lockfaw, the Commissioners unanimously agreed to postpone further discussion at this time and directed staff to monitor the new table game revenues and report back to them after six months, so they may consider whether to allocate a portion of those additional revenues to the local municipalities to address the casino's impact in the towns.



OFFICE OF THE
COUNTY COMMISSIONERS

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

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THEODORE J. ELDER, VICE PRESIDENT
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MERRILL W. LOCKFAW, JR.
JOSEPH M. MITRECIC

Worcester County

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

TO: Commissioners
FROM: Harold L. Higgins, Chief Administrative Officer HH
RE: Local Impact Grant – Ocean Downs Casino
DATE: March 14, 2018

In response to the recent request from the Town of Pocomoke City as well as references from the Town of Snow Hill and the Ocean Pines Association in their FY19 budget requests, I wanted to provide some background on the Local Impact Grants associated with the Ocean Downs Casino. On June 7, 2011 the County Commissioners passed Resolution 11-12, Adopting a Multi-Year Plan for the Expenditure of Local Impact Grant Funds from the Ocean Downs Video Lottery Facility (now known as the Ocean Downs Casino). State law provides that 5.5% of the proceeds of video lottery terminals shall be distributed as local impact grants which are to be used for improvements in the communities in immediate proximity to the video lottery facilities. The State law further provides that the local impact grant associated with the Ocean Downs Video Lottery Facility shall be distributed to the local jurisdictions in immediate proximity of Ocean Downs as follows: 60% to Worcester County, 20% to Ocean City, 10% to the Town of Berlin and 10% to the Ocean Pines Association. As required by State law, each jurisdiction is required to develop a multi-year plan for the expenditure of the local impact grant funds to address the local impact of the casino which is then reviewed by the Local Development Council. The County's multi-year plan prioritized the expenditure of local impact grant funds as follows:

1. Education and Workforce Development
2. Public Safety Impacts
3. Road and Transportation System Impacts
4. Public Facilities, Services and Improvements
5. Problem Gambling and Secondary Impacts

In particular, the County plan further noted that the top priority for use of the County's share of local impact grant revenues is to reduce the debt service for "the recently completed County Career and Technology Center" (now known as Worcester Technical High School) since the school will provide a large portion of the workforce development education and training.

Recently, table games were added at the Ocean Downs Casino in December 2017. While State law provides that the County benefits from a portion of those new revenues, the law does not specifically require distribution of those local revenues to other jurisdictions within the County.

The County's portion of the local impact grant from the Ocean Downs Casino, including table games, totals slightly over \$2 million annually. The debt service for Worcester Technical High School totals roughly \$2.5 million per year. Therefore, it is my recommendation to continue to apply the County's share of the local impact grant to pay the debt service for Worcester Technical High School rather than to allocate any of the table games revenues to other local jurisdictions at least until the debt for the Technical High School fully matures in FY23.

Kelly Shannahan

From: Maureen L. Howarth
Sent: Friday, March 16, 2018 10:11 AM
To: Kelly Shannahan
Subject: full section being printed at from printer for you.

SG 9-1A-27

Amounts retained at video lottery facility and paid to Education Trust Fund

(d)(1) Each video lottery operation licensee shall retain 80% of the proceeds of table games at the video lottery facility.

(2) On a properly approved transmittal prepared by the Commission, the Comptroller shall pay the following amounts from the proceeds of **table games** at each video lottery facility:

(i) 5% to the local jurisdiction in which the video lottery facility is located provided that:

1. 50% of the proceeds paid to Baltimore City shall be used to fund school construction projects; and
2. 50% of the proceeds paid to Baltimore City shall be used to fund the maintenance, operation, and construction of recreational facilities; and

(ii) 15% to the Education Trust Fund established under § 9-1A-30 of this subtitle.

Maureen F.L. Howarth

County Attorney for Worcester County, Maryland
Worcester County Government Center
One W. Market Street, Room 1103
Snow Hill, Maryland 21863
410-632-1194

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CHIEF ADMINISTRATIVE OFFICER
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Worcester County

GOVERNMENT CENTER
ONE WEST MARKET STREET • ROOM 1103

SNOW HILL, MARYLAND

21863-1195

March 22, 2018

Robert L. Cowger, Jr., City Manager
Mayor and Council of Pocomoke
Post Office Box 29
Pocomoke City, Maryland 21851

RE: Local Impact Grants from Ocean Downs Casino

Dear Bobby:

Please be advised that at their meeting of March 20, 2018, the Worcester County Commissioners reviewed your letter dated February 28, 2018 and my attached memo dated March 14, 2018 regarding Local Impact Grants from the Ocean Downs Casino issued to Worcester County which are to be used for improvements in the communities in immediate proximity to the casino. Upon review of this matter, the County Commissioners have directed County Administration to carefully monitor the new revenues to the County derived by the addition of table games at the Ocean Downs Casino and report back to them after six months. Once we have a better understanding regarding the amount of additional revenues in Local Impact Grants to the County as a result of table games, the County Commissioners may consider allocating a portion of those new revenues to the local municipalities to address the casino's impact in the towns.

We will keep you apprised of any further discussion regarding this matter. If you should have any questions or concerns, please feel free to contact me at this office.

Sincerely,

Harold L. Higgins
Chief Administrative Officer

HLH/KS:dd

cc: Worcester County Commissioners
Mayor and Council of Ocean City
Mayor and Council of Berlin
Mayor and Council of Snow Hill
Ocean Pines Association
Kathy Whited, Budget Officer
Phil Thompson, Finance Officer
CC101/Bobby Cowger, Local Impact Grants

Citizens and Government Working Together

POCOMOKE CITY, MARYLAND

MAYOR

BRUCE A. MORRISON
mayormorrison@pocomokemd.gov

CITY MANAGER

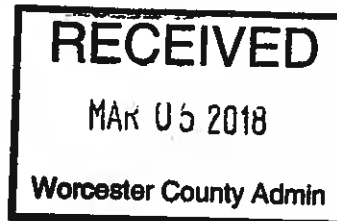
ROBERT L. COWGER
bobby@pocomokemd.gov



CITY COUNCIL
DIANE DOWNING
BRIAN HIRSHMAN
GEORGE TASKER
ESTHER TROAST
DALE TROTTER

February 28, 2018

Worcester County Commissioners
Worcester County Government Center
One West Market Street, Room 1103
Snow Hill, MD 21863



Dear Commissioners:

In 2008, the Worcester County Commissioners created a system to allocate the funds derived from gambling revenues at the Ocean Downs Casino. That system appropriated 5% of the revenue to a local impact fund that would be shared by Ocean City, Ocean Pines, Berlin and the County. The two remaining municipalities in the County, Pocomoke City and Snow Hill, were excluded from the formula and receive no impact funds from the Casino.

Now ten years later the landscape has changed. The Ocean Downs Casino is under new ownership and the facility has been expanded to include table games as a new source of income. As the County Commissioners evaluate how this additional revenue may be allocated, the Mayor and Council of Pocomoke City respectfully request that you consider including our City along with Snow Hill in the formula for receiving impact funds. These monies will be a tremendous asset to assist with the day-to-day operations of and improvements to our communities.

Pocomoke City is in the process of major infrastructure upgrades to our water and sewer plants. The systems are extremely outdated and have been patch-work repaired for years. We are now moving forward with long-needed improvements, but the progress comes with a great cost. The City will be acquiring grants and loans of approximately \$8 million over the next 3 years to bring our systems up to M.D.E. standards. The majority of the grants require a 25% to 50% match from the City and our payback on the low-interest loan from the USDA will be over 40 years.

As part of our Downtown Pocomoke City revitalization plan, the City envisions purchasing several blighted buildings to be demolished and the properties redeveloped into a vibrant and viable business district. There is no grant money or low interest loans available for the purchase and demolition of these properties. Total funding for this project will be borne by the City.

"Friendliest Town on the Eastern Shore"

CITY HALL • P.O. Box 29 • POCOMOKE CITY, MARYLAND 21851
PHONE 410.957.1333 • FAX 410.957.0939 • www.cityofpocomokemd.gov

February 28, 2018
Page Two

In step with our revitalization plan, the City is currently in the approval process for a Downtown Marina. The potential of our beautiful riverfront has never been fully realized. This marina will be a linchpin and catalyst for much more riverfront and downtown development. At present, three stages of approvals have been met. We are now in the permit process for submission to M.D.E. If this extremely exciting project is approved – and we have great hope that it will - the City will require matching funds for grants and loan funding.

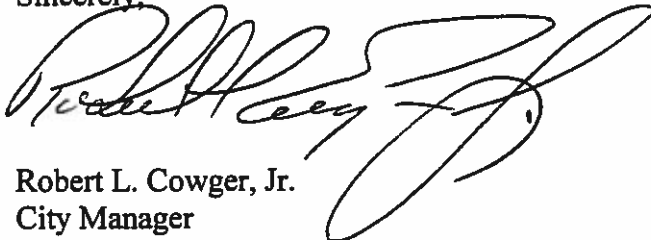
Our sidewalks and streets are in dire need of repair. It is essential to set aside funding each year to establish a program of on-going street paving and sidewalk replacement. Grant funding for these projects is difficult to obtain.

An in-town recreation center for our children has long been an aspiration for our Mayor and Council. While we are blessed with a full-service YMCA in Pocomoke, the location of the facility on busy Worcester Highway makes it very difficult and unsafe for school-aged children to attend either by walking or on bicycles. We need a recreation facility that is convenient for our children – especially our disadvantaged and at-risk youth. The Armory – once the home of a Salvation Army youth club – is an ideal location for such a facility. However, renovation of this building will take much time and money. But this project will be a great investment in the youth of our community.

In closing, Pocomoke City is truly on the verge of a renaissance. We have much to offer on the south end of the County and are proud of what we have accomplished. But there is so much more to be completed to bring the shine back to the “Friendliest Town on the Eastern Shore”. By being included in the Ocean Downs impact fund allocation as are our neighbors to the north, the additional revenue will enable us to continue to do great things to improve the quality of life in Pocomoke City.

Thank you for your consideration of this request and please don't hesitate to contact me should you have any questions.

Sincerely,



Robert L. Cowger, Jr.
City Manager

rlc/pms



MAYOR AND COUNCIL OF SNOW HILL

February 26, 2018

Ms. Diana Purnell, President
Worcester County Government Building
One W. Market Street
Snow Hill, Maryland 21863

Dear Commissioner Purnell:

The Town of Snow Hill is writing to request your support and financial assistance for the FY18-19 budget.

Snow Hill continues to work on downtown revitalization to encourage new business owners. We are thankful to have less vacant storefronts and while we have had several new businesses open in the past few years, we still need to focus on bringing visitors and residents to our town.

Two main areas of focus that we have are maintaining our infrastructure and reducing the amount of vacant properties in town. We continue to offer commercial building improvement grants and offer low-interest loans to new or current business owners. We are home to most County offices and this brings more people to town. We want to ensure they have a memorable and positive experience that will encourage their return.

I continue to champion that the Video Lottery Grants, currently distributed in northern Worcester County, should include Snow Hill and Pocomoke. I have repeatedly contacted Delegates and Senators to have the legislation changed that would afford all the municipalities to benefit financially, especially with infrastructure.

We recognize that small municipalities are economically restricted; however, as the County Seat we feel it is a priority for us to provide the best service to our citizens and to offer a viable community for visitors and prospective residents. Our roadways need continual repair as we have a great deal of tractor trailer and vehicle traffic connecting to Salisbury, Berlin, or Pocomoke City. Your funding last year was very helpful in some of our roadway improvement needs.

We are very appreciative of the funding you continue to provide to Snow Hill and recognize the economic strain on granting agencies. Grant funding in the amount of \$455,000 last year was allocated to Snow Hill and we are hopeful that you will consider providing the same, if not an increase of that amount this year.

Municipal Building • P.O. Box 348 • Snow Hill, Maryland 21863
Telephone: 410-632-2080 Fax: 410-632-2858

Last year, you provided a payment in lieu of taxes of \$150,000. We are hopeful that you will increase the amount this year, as the actual taxes that would have been collected in 2016 was \$320,209.82 and we are sure this amount has increased over the past two years. Additionally, you provided \$36,000 for the replacement of police radios that was extremely helpful to the needs our agency.

The funding from Worcester County assists us with many of the functions that are necessary to maintain our municipality, namely infrastructure and downtown revitalization.

We appreciate any consideration you give to our request and again express our sincere appreciation for your continued support.

Sincerely,



John C. Dorman
Mayor



OCEAN PINES ASSOCIATION, INC.

239 Ocean Parkway • Ocean Pines, Maryland 21811
Telephone: 410-641-7717 • Fax: 410-641-5581

February 26, 2018

Ms. Kathy Whited, Budget Officer
Worcester County Government Center
One West Market Street
Snow Hill, Maryland 21863

Dear Ms. Whited:

This request is being submitted to you in accordance with the letter dated January 2, 2018 from President Diana Purnell. President Purnell asked that the Association provide information on funding requests as a beginning step to developing the Worcester County Budget for the coming fiscal year.

Ocean Pines contains 8,452 properties with a year-round population of about 12,000, and thus represents a significant percentage of the overall county population. In addition to the county residents that live and own property in Ocean Pines, the Association shares the use of its physical assets with thousands of guests who come to the area to visit each year. These physical assets include our 82 miles of road and associated bridges, five pools, golf course, restaurants, and multiple parks and playgrounds. There are also many services that the Association provides to the residents of the county when they are in Ocean Pines – public safety services, and parks & recreation programming, including dozens of classes for physical fitness and wellness as well as educational forums.

The aforementioned are the underpinning support pillars of our request for funding. Ocean Pines has historically received less financial support from the county than other population centers. However, we believe that the County can recognize the Association for the asset that it is to the county through its consideration of funding for this next year and beyond.

To better relate our funding request to the County's budget structure, the requests fall into four categories: Public Safety, Roads & Bridges, Tourism, and Recreation.

Public Safety

The County has consistently provided grant funding for the dedicated purpose of supporting the Ocean Pines Police Department. We appreciate this financial support and trust that the County will be able to continue to provide a strong level of funding for this public safety service.

Visit Us Online at www.oceanpines.org

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Last year, the Ocean Pines Police Department answered the call of duty 12,277 times, with 401 instances of providing mutual aid assistance. Continued growth on the Route 589 corridor and the unfortunate rise of the opioid crisis had contributed significantly to our response needs in the last couple of years. Your help in providing much needed funding is imperative to meet the related and growing demands on manpower, training, and time.

To assist us in meeting the current and increasing demands on our police force, we respectfully request Public Safety funding in the form of a grant in the amount of \$500,000, an increase of 7.6% over current year support.

Roads & Bridges (& associated drainage improvements)

There are eighty-two miles of roads in Ocean Pines and we literally provide vehicle passage for thousands every day. We have four bridges and we have 387 pipes that cross under roads; 16 are currently in dire need of replacement. We also must maintain the literally thousands of driveway pipes throughout the community.

Ocean Pines needs to be more proactive in maintaining and repairing our roadways and enforcing proper roadway cuts for new housing and piping replacement. Furthermore, OPA is pursuing a much more aggressive posture in dealing with drainage problems. A developer could not build a community like Ocean Pines today, especially with regard to drainage and run-off issues, as the legal requirements of handling such matters are very different today than they were when Boise-Cascade was originally granted permitting. We have over 200 miles of drainage ditches, a high-water table, very little incline/decline to create appropriate drainage. We need new pipes to replace old, as well as new piping where we have none; however, if funding were available, these projects could be done and thus alleviate significant problems impacting hundreds of property owners.

To assist us in meeting the infrastructure needs of our portion of the county, we respectfully request additional funding in the amount of \$100,000.

As a side note, Ocean Pines is very interested in participating in any discussions the county has regarding the issue of the Casino funds and the impact of the implementation of table games.

Tourism / Parks & Recreation

Tourism is a vital part of the economic engine of Worcester County and the assets of Ocean Pines play a key part in helping the county achieve its tourism goals. Thousands of tourists stay and/or play in Ocean Pines throughout the year, not just during the summer. They are drawn by our proximity to the beach as well as by our many amenities – marinas, pools, golf course, parks, racquet courts; in addition, they are drawn to our many programs, sporting events, and

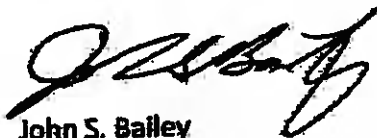
special events. One of those events is our Fourth of July celebration. This celebration includes a firework show that is one of the best in the area and draws over 20,000 spectators; many from other parts of Worcester County and beyond.

Our Recreation & Parks Department operates seven days a week, year-round, to meet the needs of our residents, visitors, and tourists. We offer many no-fee amenities and activities, including concerts and movies in the park, holiday events, basketball courts, soccer fields, playgrounds, a skate park, walking trails and other special event programs that are open to the public and well attended by residents and non-residents alike. However, there are considerable maintenance and operational costs associated with these "free" amenities; most of which is considerably borne by the residents.

To assist us in continuing to execute high-quality events and programming for the community at-large and our visiting guests to the county, we respectfully request Tourism funding in the amount of \$25,000 and Recreation & Parks funding in the amount of \$40,000.

We appreciate your consideration of our funding request and we look forward to continuing the role that the Ocean Pines Association has in the overall success and quality of life achieved in Worcester County.

Respectfully submitted,



John S. Bailey
General Manager

RESOLUTION NO. 11 - 12

**RESOLUTION ADOPTING A MULTI-YEAR PLAN
FOR THE EXPENDITURE OF LOCAL IMPACT GRANT FUNDS
FROM THE OCEAN DOWNS VIDEO LOTTERY FACILITY**

WHEREAS, Section 9-1A-27 of the State Government Article of the Annotated Code of Maryland provides that 5.5% of the proceeds of video lottery terminals at each video lottery facility in the State of Maryland shall be distributed as local impact grants to Baltimore City (18%) and the local jurisdictions with video lottery facilities (82%); and

WHEREAS, State law further provides that the local impact grant associated with the Ocean Downs Video Lottery Facility shall be distributed to the local jurisdictions in Worcester County as follows: 60% to Worcester County, 20% to Ocean City, 10% to the Town of Berlin, and 10% to the Ocean Pines Association; and

WHEREAS, in accordance with the provisions of Section 9-1A-31 of the State Government Article of the Annotated Code of Maryland, prior to any expenditure of local impact grant funds, the County shall develop, in consultation with the local development council, a multi-year plan for the expenditure of the local impact grant funds for services and improvements including: infrastructure improvements, facilities, public safety, sanitation, economic and community development including housing, and other public services and improvements; and

WHEREAS, at their meeting of April 5, 2011, the Board of County Commissioners of Worcester County, Maryland conceptually approved a draft Multi-year Plan for the Expenditure of Local Impact Grant Funds from the Ocean Downs Video Lottery Facility which was submitted to the Local Development Council for the Ocean Downs Video Lottery Facility for their review and comment in accordance with State law; and

WHEREAS, at their meeting on May 16, 2011 the Local Development Council for the Ocean Downs Video Lottery Facility reviewed and unanimously approved the County's Multi-year plan as presented.


NOW, THEREFORE, BE IT RESOLVED by the County Commissioners of Worcester County, Maryland that:

1. The attached Multi-year Plan for the Expenditure of Local Impact Grant Funds from the Ocean Downs Video Lottery Facility is hereby formally adopted and shall guide the expenditure of local impact grant funds distributed to Worcester County.


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

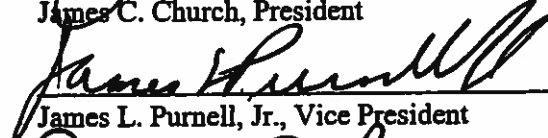
PASSED AND ADOPTED this 7th day of June, 2011.

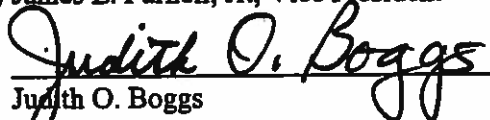
ATTEST:



Gerald T. Mason
Chief Administrative Officer

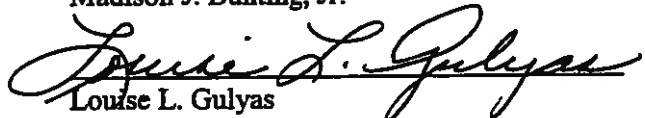
WORCESTER COUNTY COMMISSIONERS

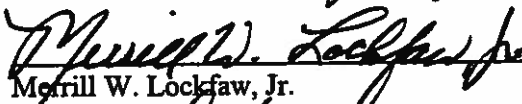

James C. Church, President


James L. Purnell, Jr., Vice President


Judith O. Boggs


Madison J. Bunting, Jr.


Louise L. Gulyas


Merrill W. Lockfaw, Jr.


Virgil L. Shockley

**MULTI-YEAR PLAN
FOR THE
EXPENDITURE OF
LOCAL IMPACT GRANT FUNDS
FROM
THE OCEAN DOWNS VIDEO LOTTERY FACILITY**

BACKGROUND: In 2007 the Maryland General Assembly passed legislation to authorize video lottery terminals in Maryland subject to the passage of a Constitutional Amendment by the voters of the State. The Constitutional Amendment passed by a majority vote in the 2008 general election. One of the components of the original legislation, which was subsequently amended in the 2009 General Assembly Session, provided for the establishment of local development councils. These development councils are to advise county or municipal governments regarding the expenditure of local impact grants received from video lottery terminal facilities located in or adjacent to their jurisdiction. Prior to the expenditure of any such funds the county must develop, in consultation with the development council, a multi-year plan for the use of the funds. While State law is silent relative to the structure of the plan it says that the funds shall be used for improvements in the communities in immediate proximity to the video lottery facilities for the following purposes:

1. Infrastructure improvements;
2. Facilities;
3. Public safety;
4. Sanitation;
5. Economic and community development, including housing; and
6. Other public services and improvements.

PURPOSE: The Ocean Downs Video Lottery Facility has only been in operation for approximately three months. Consequently, the facility's true impacts on the immediate area surrounding it and on the County in general as well as the amounts of the local impact grants are only hypothetical at this time. Until such time as discernable patterns emerge, it is difficult to establish a long term plan for funds distribution. With that being said, this document outlines general classes of distributions that should be considered until sufficient data exists that can be used to refine this plan.

MAJOR IDENTIFIED IMPACTS AND POTENTIAL DISTRIBUTIONS:

1. Education and Workforce Development. Probably one of the most easily overlooked impacts from the video lottery facility, but arguably one of the most important, is the need to ensure that the County has an adequate supply of highly trained and well educated workers. If Worcester County is to benefit economically from the gaming industry over the long term, it is vital that it be County citizens who fill the jobs generated, not only those at the facility itself but also those in all of the other fields it will impact as outlined above. Many of the businesses that constitute the tourism industry or that support and service it are owned by

Worcester County citizens. They, their families and many of their friends and associates make their living primarily from the tourism industry that will benefit from the gaming venue. These people invest in our local economy through the businesses they operate, the homes they construct or buy, the local stores they buy from, the employees they pay, and the tax revenue to local government that ensues from those investments. Additionally, those that live in Worcester County and have invested in it care the most about the quality of life here. Making sure these people stay here is critical.

One way to assist in retaining our citizens is to make sure that they are prepared to fill the job opportunities that are expected to come. It is not only education and training for the two hundred jobs that have reportedly been created as a result of the video lottery operation but even more importantly in those other fields that will be affected such as public safety workers, addictions counselors, traffic engineers, event planners, hospitality workers, food service staff, building trades, and even public sector jobs in the government agencies that will plan for and manage the impacts. Adequate consideration must be given to weight the value of investing in education and training for the future against more short term projects that address only more immediate needs. This should not be construed to mean that we necessarily need to or even should create a number of new education and training programs but instead signifies that proper investment of the impact grants in educational facilities is certainly suitable. In particular, reducing the debt service for the recently completed Worcester County Career and Technology Center with impact grants strikes an appropriate balance since it will provide a large portion of the workforce development education and training.

2. Public Safety Impacts. Without a doubt one of the most important functions of local government is to provide for the health and safety of its citizens. It is also highly probable that this is one area where the impact of the video lottery facility will be most easily identifiable. One will only need to compare the statistics dealing with the number of calls for assistance from police and emergency medical personnel before and after the opening of the video lottery facility to gauge its impact. It has already been reported that the Berlin Fire Company has responded to additional calls for ambulance services since the opening of the facility. It can be expected that during the summer months the number of calls will rise even more due to the influx of summer visitors. The additional direct burdens on law enforcement will also be easy to identify. Certainly the increased traffic will likely result in more traffic accidents. Furthermore, the increased number of visitors will probably lead to a greater number of calls for service to deal with criminal behavior and for assistance for such things as disorderly conduct, petty theft and drunk and disorderly calls. There is also a strong belief by some people that there will be increased burdens on law enforcement personnel from more significant criminal activity such as prostitution, drug use and sale, and burglary, etc. Only time will tell the true extent of the additional demands on personnel and expenses. These factors should be monitored closely and appropriate resources provided to meet the demand.

3. Road and Transportation System Impacts. One can hardly quarrel that the video lottery facility will have impacts on the transportation network in the immediate area of the facility. The mere construction of the MD Rt. 589 improvements in front of Ocean Downs and the US Rt. 50 turn lane extensions are a clear indication of that. More importantly it should be recognized that these improvements were paid for by Ocean Downs and are located on State Highways. This is significant since most additional impacts and the improvements necessary to mitigate them will also occur on these same State Highways and be funded by the developer. At the present time it appears that any impacts to actual County roads in the immediate vicinity will be rather limited with one major exception.

The exception is the provision of a service road on the southerly side of US Rt. 50. Current long term plans for the MD Rt. 589 and US Rt. 50 interchange call for a grade separated interchange with a connection to the proposed and partially constructed County service road. It is entirely possible that construction may occur sooner rather than later should the video lottery facility generate traffic demands greater than currently anticipated or from the addition of table games and other forms of entertainment at Ocean Downs. Estimated costs for construction of such an interchange are significant. However, once again, these costs are not expected to be borne in any part by the County. The County requires that all costs associated with the construction of the service road are borne by the developers of the properties along its alignment. However, there will most likely be some costs to the County in connecting the service road to the interchange should development of the properties south of US Rt. 50 and the construction of the service road occur prior to the construction of a grade separated interchange. Planning for this possibility, from both an engineering and a financial perspective, should begin in the near future.

4. Public Facilities, Services and Improvements. Certainly changes have come and will continue as a result of the video lottery facility opening at Ocean Downs. Increases in attendance over the summer and fall seasons will have impacts different or at least more intense than those evident during the winter. Should table games be introduced, as currently being contemplated in the Maryland Legislature, or current restrictions on entertainment and promotional activities be lifted or modified, the intensity of the existing impacts will certainly escalate and new and perhaps currently unidentified impacts could follow. Actual impacts to public facilities and services, however, may be less significant in Worcester County than other areas due to the unique way in which the County addresses public facilities like water and sewer, trash collection, stormwater management, public housing or other services and improvements not discussed previously.

Worcester County has a long history of requiring development to pay its own way. For example, while the County operates numerous water and wastewater plants, they were not constructed or expanded with the use of County funds. The infrastructure must be built to the County's standards at a developer's expense and then turned over to the County for operation. Any expansion or other modifications due to intensified needs are also at the expense of the developer. In the same manner, all stormwater management facilities are designed and

constructed at the developer's expense. However, unlike water and wastewater facilities, they are not turned over to the County for operation but remain the sole responsibility of the developer. At present, the County does not fund or operate a housing authority. It does manage a number of grant programs for housing rehabilitation but it does not appear that there will be any additional demands on these programs as a result of the video lottery facility as it currently exists or may evolve. Worcester County does not operate a trash collection program either. All businesses contract with private haulers to transport their refuse to the County-owned central landfill site north of Snow Hill. The solid waste division of the County operates as an enterprise fund. This structure of operation is designed so that the cost of operation is borne by the users. Therefore, any additional refuse disposal requirements generated by the facility (which are not anticipated to be significant) will be the sole financial responsibility of the facility. Given that the Town of Ocean City recently ceased taking solid waste to the central landfill, actual landfill capacity should be more than adequate.

5. Problem Gambling and Secondary Impacts. It is anticipated that the presence of the new video lottery facility at the existing Ocean Downs Racetrack will contribute to increases in cases of problem gambling and their secondary impacts, such as family strife, separation, divorce and, at times, problem drinking. These are significant issues affecting the resident population and visitors. We recognize, however, that specific dedicated funding sources for addressing these problems have already been established through legislation. Current law provides that programs to deal with the affects of problem gambling will be administered largely through the Health Department. Certainly there will be instances of non-residents needing some type of assistance; however, when seeking help these individuals generally will do so when returning to their home areas as do the many others with differing issues that visit our County every year.




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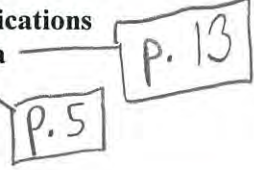
Worcester County
Department of Environmental Programs

Memorandum

To: Harold L. Higgins, Chief Administrative Officer

From: Robert J. Mitchell, LEHS 
Director, Environmental Programs

Subject: Rural Legacy – FY 20 Grant Applications
Dividing Creek Rural Legacy Area
Coastal Bays Rural Legacy Area



Date: January 29, 2019

Attached you will find a memorandum from Katherine Munson and applications for funding for both the Coastal Bays and Dividing Creek Rural Legacy Areas (RLA). The amount requested in these applications totals \$6,046, 000. There is no required County match to participate in this state program. The County is in partnership with Somerset County for the Dividing Creek RLA and they have the Lower Shore Land Trust (LSLT) handle the administrative, accounting, and reporting responsibilities as a co-grantee for easements in Somerset County.

Rural Legacy pays landowners for permanent conservation easements on their properties. The program is funded through a combination of state Program Open Space and general obligation bonds from the state's capital budget. There are two (2) approved legacy areas in Worcester County – the Dividing Creek RLA (approved 2008) and the Coastal Bays RLA (approved 1999). The funding pays for the perpetual easements and reimburses the county for administrative costs.

The LSLT is the lead sponsor for the Dividing Creek RLA and they are also requesting an expansion of the Somerset portion of the RLA. That portion of the application was endorsed and approved by the Somerset County Commissioners at their meeting on January 22, 2019. A copy of a letter confirming that action is attached. Typically, we request enough money on the Coastal Bays RLA to fund an acreage total that can be serviced by county staff and achievable in an 18 month cycle. We request more for Dividing Creek RLA because we share that with Somerset County. This year, the LSLT would like enough funding requested to cover all of the Dividing Creek properties. The usual award is \$1-2MM per RLA.

The program requires a preference indicated each cycle for which RLA we wish to have forwarded for preferred funding. While we typically alternate between the two programs, we have not received funding for the Coastal Bays RLA since FY 17. Accordingly, we recommend that the Coastal Bays RLA be listed as the preferred RLA on our application. Therefore, I respectfully recommend that the County

Citizens and Government Working Together

1

Commissioners authorize President Purnell to sign the letter where indicated and include the recommended preference.

If you have any questions or need any additional information please let me know. Both Ms. Munson and I will be available to discuss this request with you and the County Commissioners at your convenience.

Enclosures

cc: Maureen Howarth
Katherine Munson
Kim Reynolds



DEPARTMENT OF
ENVIRONMENTAL PROGRAMS

Worcester County

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

AGRICULTURAL PRESERVATION
CONSERVATION PROGRAM
WATER & SEWER PLANNING
SHORELINE CONSTRUCTION

WELL & SEPTIC
NATURAL RESOURCES
PLUMBING & GAS
COMMUNITY HYGIENE

Memorandum

TO: Robert Mitchell, Director

FROM: Katherine Munson, Planner V

SUBJECT: FY20 Rural Legacy Grant Applications

DATE: January 29, 2019

Please find attached applications for FY20 funding for the Coastal Bays and the Dividing Creek Rural Legacy Areas for a total of \$ 6,046,000.00, for approval by the County Commissioners. FY20 applications are due February 12, 2019.

No county funding is required or is offered as match by these applications.

Counties with two Rural Legacy Areas are required to indicate which Area is preferred for funding. The attached letter indicates preference for Coastal Bays Rural Legacy Area for FY20. Typically we alternate preference each application cycle, however the Coastal Bays RLA has not received funding since FY17. Dividing Creek RLA received funding in FY18 and FY19.

The grant funds would be used to purchase perpetual conservation easements from willing landowners. The funds also reimburse the county for administrative and all other costs associated with purchasing the conservation easements and long term monitoring.

Please note that Lower Shore Land Trust is the lead sponsor on the Dividing Creek RLA. LSLT and Somerset County are proposing an expansion of Dividing Creek RLA in Somerset County (only). This is shown on the map and described in the application. The Rural Legacy Program board approved expansions for both Areas that were proposed in Worcester County in 2018.

Somerset County has approved the FY20 Dividing Creek RLA application.

Please contact me with any questions. Thank you for your attention to this matter.

February 5, 2019

Rural Legacy Board
c/o Rural Legacy Program
Land Acquisition and Planning Unit
Maryland Department of Natural Resources
580 Taylor Ave., E-4
Annapolis, MD 21401

RE: Coastal Bays and Dividing Creek Rural Legacy Areas, FY20 Applications

Dear Members of the Rural Legacy Board:

The Worcester County Commissioners are pleased to submit requests for funding for both the Coastal Bays Rural Legacy Area (RLA) and the Dividing Creek RLA. Since we are requesting funding for more than one RLA, we are asked to indicate which application we favor for funding in FY20. We place higher priority on the Coastal Bays RLA application this year, as the last award for Coastal Bays RLA acquisitions was made in FY17.

Thank you for considering our FY20 applications. We look forward to continuing to work with the Rural Legacy Program on our shared land protection goals in FY20.

Sincerely,

Diana Purnell
President

cc: Bob Mitchell, Director, Environmental Programs (EP)
David Bradford, Deputy Director, EP
Katherine Munson, Planner V, EP

**Cover Sheet Rural Legacy Application
FY 2020**

Please complete this Cover Sheet and submit it with all Attachments.

Rural Legacy Area Name: Coastal Bays	
Name of Sponsor: Worcester County	
County or Counties Where Eligible Properties Located: Worcester County	
Name of Sponsor's Lead Contact: Katherine Munson	
Contact's Title: Planner V	
Daytime Phone Number: 410-632-1220, ext 1302	Fax #: 410-632-2012
E-Mail Address: kmunson@co.worcester.md.us	
Address: Department of Environmental Programs; 1 West Market St., #1306 Worcester County Government Center, Snow Hill, MD 21863	

As authorized representative of the above referenced Sponsoring organization, I hereby certify that the information in this application is accurate and complete to the best of my knowledge.

Signature:

Date: February 5, 2019

Rural Legacy Area Name: Coastal Bays

RURAL LEGACY PROGRAM – FISCAL YEAR 2020

**RENEWAL AND AREA EXPANSION
GRANT APPLICATION**

SECTION I: RLA Statistical Information

1. What is the total acreage of the Rural Legacy Area (RLA)? 45,945 acres
2. With this Application, is a RLA boundary expansion being requested? No
If so, how many additional acres are in the expansion area? N/A
Please describe in detail the adjustments to the boundaries of the approved RLA.
3. How much of the acreage within the RLA (in acres), is:
 - a. Unprotected land 27,425 +/- acres
 - b. Protected land (all sources) 17,400 acres (*Through permanent conservation programs – MALPF, MET, CREP Permanent easements, County conservation easements, etc.*)
 - c. Developed land 1,120 +/- acres

**please note these three categories are EXCLUSIVE of each other and should add up to the total acres in the RLA. There should be no overlap between a.b. and c.*

4. How many acres do you propose to protect with the funds requested in this Application?
500 acres
5. What is the projected total cost per acre for land acquisition proposed in this Application?
(Include land and transactional costs, i.e. administrative, indirect and compliance costs.)

Easement \$2,100 (on average)
Fee Simple N/A
6. What is the total amount of Rural Legacy Program (RLP) grant funds being requested in this Application? \$1,050,000.00
7. How many acres, including the acres proposed in this Application, do you plan to protect with RLP funds over the next 10 years of the Program? 4,000
8. Estimate the amount of additional RLP funds that will be needed to preserve the RLA goal acreages (based on current easement prices and the acreages currently preserved in the RLA).
\$8,500,000.00

SECTION II: Leveraging RLP Funds

1. Describe ways the Sponsor utilized their own funds in the past 12 months to permanently conserve land in the RLA. N/A
2. Detail all funding sources/conservation programs that were utilized in the past 12 months to permanently conserve land in the RLA (ex: MALPF, MET, County, Federal, Private, etc.).

MALPF easement ("round 2" bargain sale): Porter Mill Properties, LLC; Tax Map 94, Parcel 174; 178.65 acres; settled 10/3/2018; \$217,695.00

SECTION III: Bonus Points

1. What was the average width of riparian buffers for RLA properties acquired in the past 12 months? Fifty (50) feet
2. Describe any form of public access that has been permitted on properties during the past 12 months, i.e., hunting, educational school trips, trail access? Many RL properties are leased for hunting; one property is used for the annual Worcester County Herp Search in May; another property is used by Delmarva Birding Weekend for a walking tour and for landowner educational outreach conducted by Lower Shore Land Trust annually.
3. Describe any social benefits that resulted because of RLA properties preserved during the past 12 months, i.e., support for local food supply, farm-to-schools, benefits to underserved communities, innovative partnerships, linking children to nature?

SECTION IV: Special Circumstances

Describe any unique circumstances or specific projects that should be considered for potential RLP funding. Please limit your response (if any) to one (1) page.

SECTION V: Multiple County Priority Designation

For Sponsors of more than one RLA in the same County, please submit a letter of RLA funding preference.

SECTION VI: Proposed Property Acquisitions

Complete the Proposed Acquisition List Form for the top ten (10) proposed acquisitions in the RLA for Fiscal Year 2020 funding (submit Form with Application).

SECTION VII: FOR EXPANSION REQUESTS ONLY

1. Submit digital geographic information (GIS data) for the boundary of the RLA. This should be on a CD or emailed to the Rural Legacy Program as an ArcView shapefile in state plane 83 meters projection. This information must be submitted with the Application or the Application will be considered incomplete.

2. 10 Color Maps of the proposed RLA (8 ½" x 11").

Please submit an electronic copy (in Word or PDF format) of the Application and all Attachments.

SUBMIT COMPLETED RURAL LEGACY PROGRAM GRANT APPLICATIONS TO:

**Rural Legacy Program
Land Acquisition and Planning Unit
Cathy Beasley Pope, Rural Legacy Program Administrator
Cathy.Pope@maryland.gov**

***Fiscal Year 2020 Grant Application submission deadline (*unless given specific permission otherwise):
Second Tuesday in February (February 12, 2019) by 5:00 p.m.***

State of Maryland Department of Natural Resources
Rural Legacy Program Application

Proposed Acquisitions – Fiscal Year 2020

Rural Legacy Area Name Coastal Bays

PROPERTY	Owner's Name	Property Address	Estimated Cost	Acres	Tax Map Information					Easement or Fee (E or F)	Buffer Width	Public Access (Y or N)	Social Benefits (Y or N)
					Tax Map	Account ID #	Grid	Parcel	Lot				
Pending	Hauck, Bradley	3102 Snow Hill Road	\$130,000.00	78	79	02014459	10	70		E	100	N	N
Pending	Porter Mill Properties, LLC	E side Snow Hill Road	\$170,000.00	63.32	94	08008094	15	175		E	100	N	N
1	Long Point Farm, Inc.	E side Greenbackville Road	\$500,000.00	232.44	94	08007209	23	44		E	100	N	N
2	Connor, Mary Twilley	4308 Paw Paw Creek Road	\$400,000.00	177	72	02012138	6	50		E	100	N	N
3	Pusey, Joseph et al	5174 Little Mill Road	\$250,000.00	106	86	08005281	19	36		E	100	N	N

PROPERTY	Owner's Name	Property Address	Estimated Cost	Acres	Tax Map Information					Easement or Fee (E or F)	Buffer Width	Public Access (Y or N)	Social Benefits (Y or N)
					Tax Map	Account ID #	Grid	Parcel	Lot				
4	Millville Timber, Inc.	4223 Brick Kiln Road	\$700,000.00	700.57	72	02012332	2	35		E	100	N	N
5	Holland, Dale	Snow Hill Road	\$180,000.00	78.54	71	02011735	6	5		E	100	N	N
6	Fair, Freddie and Faye	W side Steel Pond Road	\$170,000.00	102	93	08006016	16	41		E	100	N	N
7	John T. Payne Trust	N side Stockton Road	\$200,000.00	113.22	85	08003319	12	23		E	100	N	N
8	Aydelotte, Benjamin and Brooks	W side Payne Road	\$300,000.00	190	101	01014609	3	21		E	100	N	N
9	Jones, Richard	Brantley Road	\$120,000.00	81	93	01011413	13	71		E	100	N	N

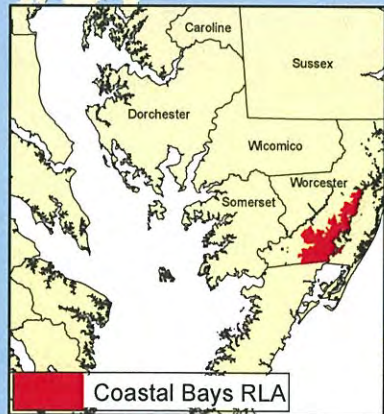
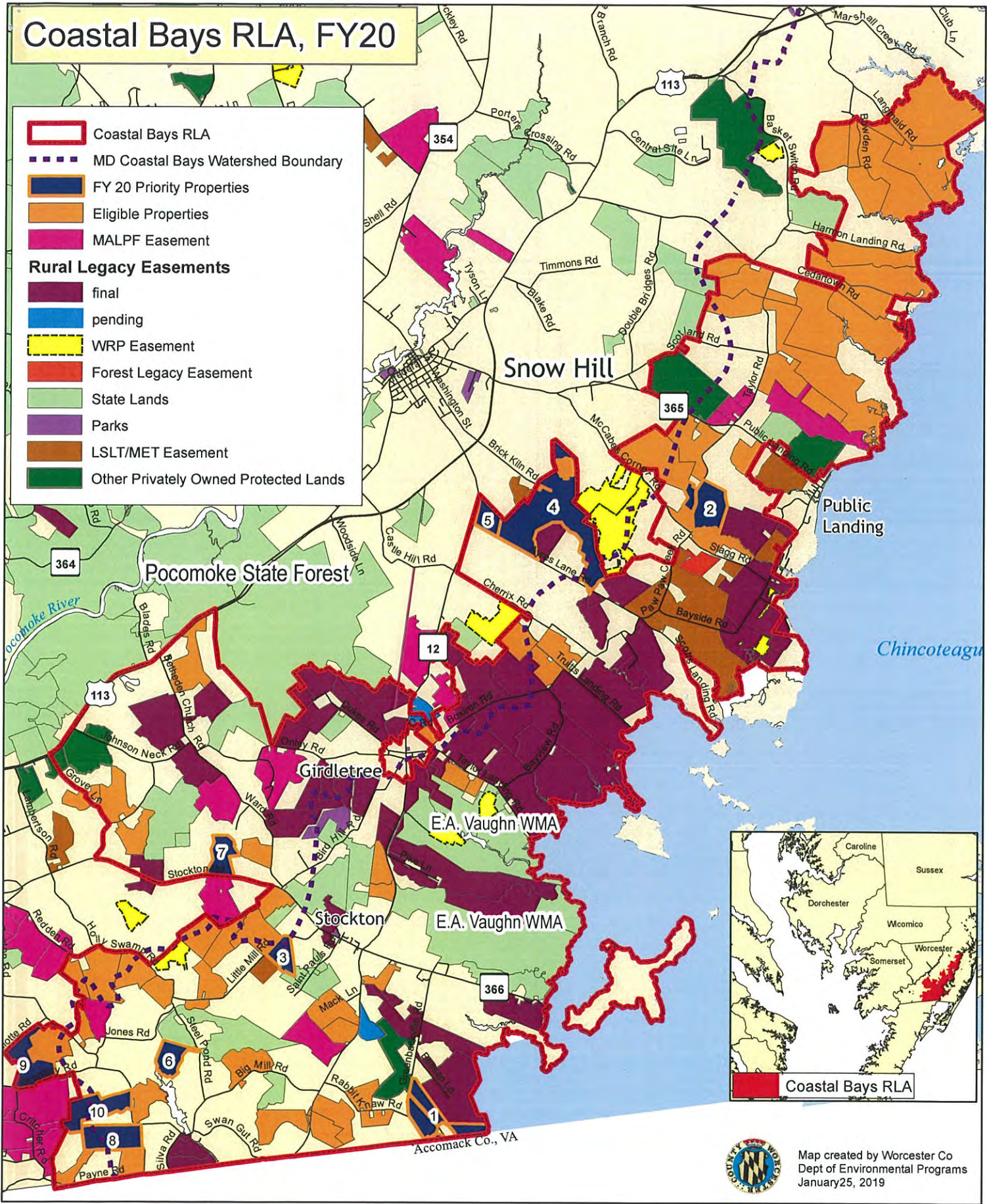
10

RLA Name: _____

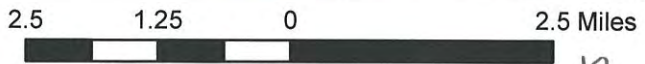
PROPERTY	Owner's Name	Property Address	Estimated Cost	Acres	Tax Map Information					Easement or Fee (E or F)	Buffer Width	Public Access (Y or N)	Social Benefits (Y or N)
					Tax Map	Account ID #	Grid	Parcel	Lot				
10	Holland Land Company	W side Sheephouse Road	\$400,000.00	198.59	93	01011561	21	74		E	100	N	N

Coastal Bays RLA, FY20

- Coastal Bays RLA
 - MD Coastal Bays Watershed Boundary
 - FY 20 Priority Properties
 - Eligible Properties
 - MALPF Easement
- Rural Legacy Easements**
- final
 - pending
 - WRP Easement
 - Forest Legacy Easement
 - State Lands
 - Parks
 - LSLT/MET Easement
 - Other Privately Owned Protected Lands



Map created by Worcester Co
 Dept of Environmental Programs
 January 25, 2019



**Cover Sheet Rural Legacy Application
FY 2020**

Please complete this Cover Sheet and submit it with all Attachments.

Rural Legacy Area Name: DIVIDING CREEK	
Name of Sponsor: Somerset and Worcester Counties, Lower Shore Land Trust	
County or Counties Where Eligible Properties Located: Somerset and Worcester	
Name of Sponsor's Lead Contact: Jared R. Parks, Lower Shore Land Trust	
Contact's Title: Land Programs Manager	
Daytime Phone Number: 443-234-5587	Fax #: N/A
E-Mail Address: jparks@lowershorelandtrust.org	
Address: 100 River Street, Snow Hill, MD 21863	

As authorized representative of the above referenced Sponsoring organization, I hereby certify that the information in this application is accurate and complete to the best of my knowledge.	
Signature:	Date:

Rural Legacy Area Name:

**RENEWAL AND AREA EXPANSION
GRANT APPLICATION**

SECTION I: RLA Statistical Information

1. What is the total acreage of the Rural Legacy Area (RLA)? 55,527 (currently)
2. With this Application, is a RLA boundary expansion being requested? Yes
If so, how many additional acres are in the expansion area? 12,285 (67,812 total with expansion)
Please describe in detail the adjustments to the boundaries of the approved RLA.

The proposed expansion of the Dividing Creek Rural Legacy Area (DCRLA) is in Somerset County. It includes properties in areas west of the current boundary. The expansion would build on conservation goals for protecting the State of Maryland's Chesapeake Forest system and forests protected by state easements. As well, a contiguous area of priority forestland with some interspersed farmland in Somerset County would be eligible for protection under the Rural Legacy Program. The expanded area will allow additional protection of properties with shoreline along creeks draining east to the Pocomoke River and west to the Manokin River. It will also provide opportunities to link/buffer large blocks of woodlands within the Chesapeake Forest system.

Additional details of the proposed expansion include:

- Nearly 95% of the expansion is a Targeted Ecological Area, and over 78% is a Green Infrastructure Hub and Forest Interior Species habitat.
- The proposed area includes approximately 3,800 acres of cropland and approximately 1,100 acres of prime farmland.
- Approximately 3,913 acres are already protected in the proposed expansion area.
- Landowners of unprotected lands in the area have expressed interest in easements. (Please refer to property list for proposed easements for FY20)

The expansion would more than double the total area covered by the DCRLA in Somerset County. However, Somerset County currently is in the lowest five of Maryland counties in total acres covered by a RLA (~11,178) and percent of the county covered by an RLA (2.9%). This is the first expansion requested in Somerset County. With the expansion we will have more landowner opportunities and will be able to link/buffer/increase the currently protected lands in the ecologically significant eastern portion of Somerset County.

3. How much of the acreage within the RLA (in acres), is:

Unprotected land:	33,037 (current RLA)	41,217 (with expansion)
-------------------	----------------------	-------------------------

Protected land (all sources): 21,199 (current RLA) 25,112 (with expansion)
Developed land: 1,291 (current RLA) 1,483 (with expansion)

4. How many acres do you propose to protect with the funds requested in this Application?
2,076 (current RLA) 2,498 (with expansion)
5. What is the projected total cost per acre for land acquisition proposed in this Application?
(Include land and transactional costs, i.e. administrative, indirect and compliance costs.)

Easement- \$2200/acre farmland; \$1500/acre woodland
Fee Simple- N/A

6. What is the total amount of Rural Legacy Program (RLP) grant funds being requested in this Application? \$4,996,000 (with expansion based on an average per acre value of \$2,000)
7. How many acres, including the acres proposed in this Application, do you plan to protect with RLP funds over the next 10 years of the Program? We have a goal to protect 50% of non-developed and within the DCRLA. If we include the expansion, then the goal is 67,812 acres – 1,483 acres of developed lands divided by 2 or 33,165 acres. 25,112 acres are already protected (including proposed expansion) so we have 8,053 acres to protect in 10 years to reach the 50% goal (with expansion).
8. Estimate the amount of additional RLP funds that will be needed to preserve the RLA goal acreages (based on current easement prices and the acreages currently preserved in the RLA).
\$16,106,000

SECTION II: Leveraging RLP Funds

1. Describe ways the Sponsor utilized their own funds in the past 12 months to permanently conserve land in the RLA.

Worcester County provided \$126,069.80 in matching funds towards the Corbin MALPF easement that preserved 165 acres on 9/29/2018.

2. Detail all funding sources/conservation programs that were utilized in the past 12 months to permanently conserve land in the RLA (ex: MALPF, MET, County, Federal, Private, etc.).

Worcester County completed the Corbin MALPF easement on 9/29/2018 preserving 165 acres within the DCRLA. The total easement purchase price was \$315,069.80.

SECTION III: Bonus Points

1. What was the average width of riparian buffers for RLA properties acquired in the past 12 months? 100 feet from tidal waters and tributary streams

2. Describe any form of public access that has been permitted on properties during the past 12 months, i.e., hunting, educational school trips, trail access? Hunting is permitted on all properties.
3. Describe any social benefits that resulted because of RLA properties preserved during the past 12 months, i.e., support for local food supply, farm-to-schools, benefits to underserved communities, innovative partnerships, linking children to nature? N/A

SECTION IV: Special Circumstances

Describe any unique circumstances or specific projects that should be considered for potential RLP funding. Please limit your response (if any) to one (1) page.

SECTION V: Multiple County Priority Designation

For Sponsors of more than one RLA in the same County, please submit a letter of RLA funding preference. Letter Attached

SECTION VI: Proposed Property Acquisitions

Complete the Proposed Acquisition List Form for the top ten (10) proposed acquisitions in the RLA for Fiscal Year 2020 funding (submit Form with Application).

SECTION VII: FOR EXPANSION REQUESTS ONLY

1. Submit digital geographic information (GIS data) for the boundary of the RLA. This should be on a CD or emailed to the Rural Legacy Program as an ArcView shapefile in state plane 83 meters projection. This information must be submitted with the Application or the Application will be considered incomplete.
2. 10 Color Maps of the proposed RLA (8 ½" x 11").

Please submit an electronic copy (in Word or PDF format) of the Application and all Attachments.

SUBMIT COMPLETED RURAL LEGACY PROGRAM GRANT APPLICATIONS TO:

**Rural Legacy Program
Land Acquisition and Planning Unit
Cathy Beasley Pope, Rural Legacy Program Administrator
Cathy.Pope@maryland.gov**

***Fiscal Year 2020 Grant Application submission deadline (*unless given specific permission otherwise):
Second Tuesday in February (February 12, 2019) by 5:00 p.m.***

State of Maryland Department of Natural Resources
Rural Legacy Program Application

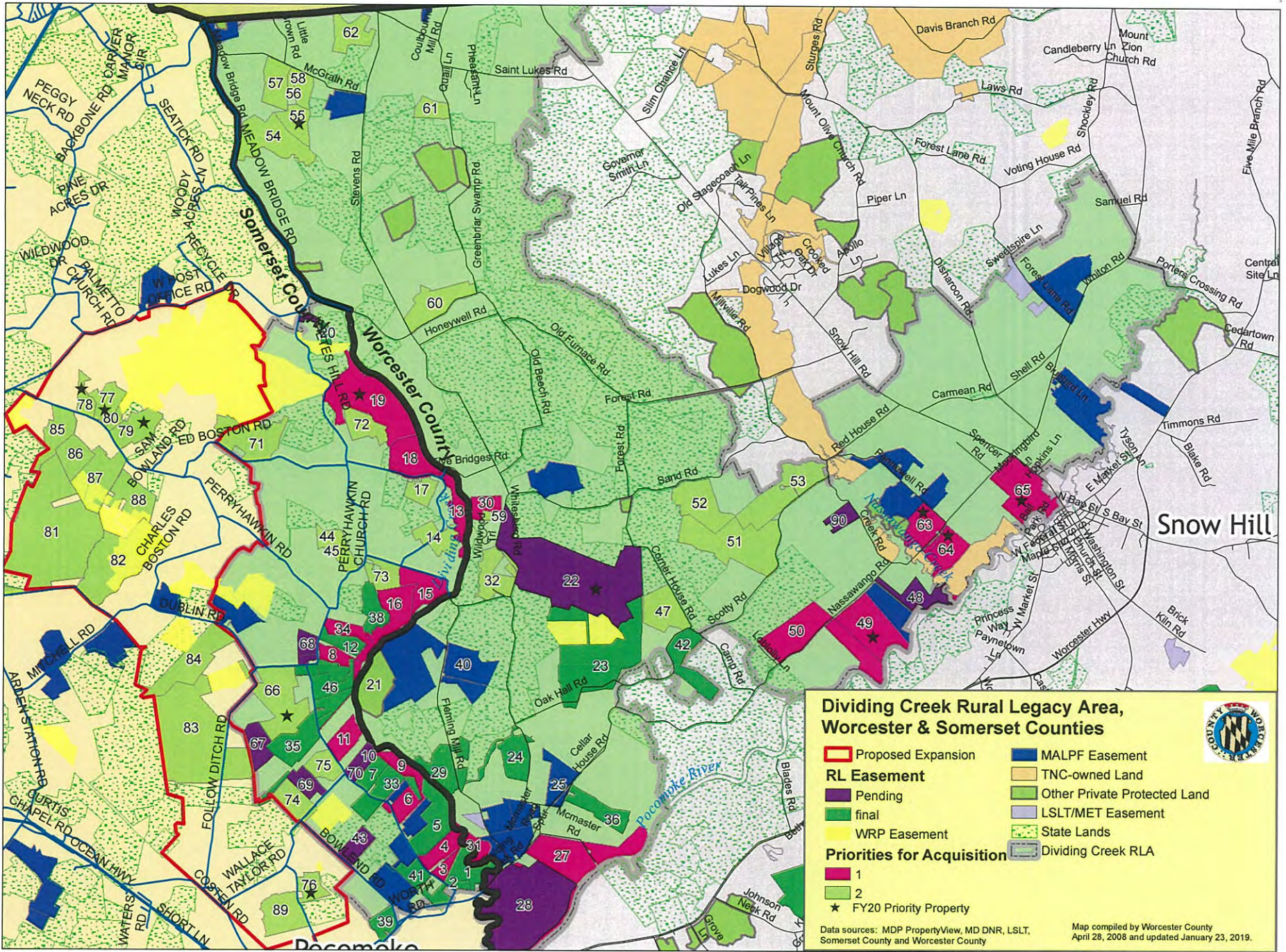
Proposed Acquisitions – Fiscal Year 2020

Rural Legacy Area Name DIVIDING CREEK

PROPERTY	Owner's Name	Property Address	Estimated Cost	Acres	Tax Map Information					Easement or Fee (E or F)	Buffer Width	Public Access (Y or N)	Social Benefits
					Tax Map	Account ID #	Grid	Parcel	Lot				
BPW Approved	Royer, Regina and Jeffrey	N Side Nassawango Road	\$229,871.00	122.25	WO 63	07768514	13	167		E	100	N	N
BPW Approved	Royer, Regina and Jeffrey	W Side Creek Road	\$233,543.25	64.64	WO62	07005091	5	4		E	N/A	N	N
Pending	L. Beauchamp Parcel #67 on list	Follow Ditch Road	\$195,000	100	SO 34	04060539	14	31		E	100	N	N
Pending	L. Carey Parcel #43 on list	Bowlend Road	\$160,000	81	SO 42	04068785 04066138	10,11	157, 57		E	100	N	N
Pending	J. Beauchamp Parcel #68 on list	Dublin Road	\$120,000	60	SO 34	04062655	4	5		E	100	N	N
Pending	W. Miller Parcel #69 on list	Wallace Taylor Road	\$160,000	81.77	SO 34	04069714	22	72		E	100	N	N
Pending	J. Beauchamp Parcel #70 on list	Courthouse Hill Road	\$90,000	45	SO 34	04060393 04060377	23	22, 25		E	100	N	N
Pending	Barnes Parcel #28 on list	Dividing Creek Road	\$1,000,000	716.2	WO 77	07006322	15	8		E	100	N	N
Pending	E.S. Adkins Parcel #22 on list	South of Whitesburg RD	\$700,000	492	WO 16	07006829	15	8		E	100	N	N

PROPERTY	Owner's Name	Property Address	Estimated Cost	Acres	Tax Map Information					Easement or Fee (E or F)	Buffer Width	Public Access (Y or N)	Social Benefits
					Tax Map	Account ID #	Grid	Parcel	Lot				
1	Manufacturers and Traders Trust Co Parcel #65 on list	5531 Snow Hill Road	\$800,000	324.824	WO 55	02005085	21	13		E	100	N	N
2	Double J's Hunting Parcel #19 on list	Pete's Hill Road	\$660,000	329.1	SO 17	15-007729	11	7		E	100	N	N
3	Boyer Family LLC Parcel #49 on list	Nassawango RD	\$560,000	256	WO 62	07005040	24	24		E	100	N	N
4	Cottman Parcel #66 on list	Dublin and Follow Ditch Roads	\$690,000	342.75	SO 34	04-061721 04-061713 04-061705 04-061691 04-061683 04-061675	9	10		E	100	N	N
5	Manufacturers and Traders Trust Co Parcel #64 on list	Nassawango Road	\$250,000	144.48	WO 63	02007819	7	85		E	100	N	N

PROPERTY	Owner's Name	Property Address	Estimated Cost	Acres	Tax Map Information					Easement or Fee (E or F)	Buffer Width	Public Access (Y or N)	Social Benefits
					Tax Map	Account ID #	Grid	Parcel	Lot				
6	Dryden Parcel #76 on list (in proposed expansion area)	Hayward Road	\$135,000	116	SO 42	04-073134 04-063031	16	10, 195		E	100	N	N
7	Pennewell Parcel #54 on list	Meadowbridge Rd McGrath Rd	\$800,00	325 82 120	44 35 35	07002637 07000669 047951400	3 21 15	31 50 46		E	100	N	N
8	Insley Parcel #77 on list (in proposed expansion area)	Perryhawkin Road	\$345,000	171.56	SO 16	15-017325 15-005173	10, 17	91, 7		E	100	N	N
9	Fulton, Martha and Jennie Parcel #63 on list	4824 Pennewell Road	\$350,000	151.3	63	02007371	7	83		E	100	N	N
10	Layfield Parcel #79 on list (in proposed expansion area)	Perryhawkin Road	\$280,000	135.39	SO 16	15-005157 15-005149	17	5	2 lots	E	100	N	N



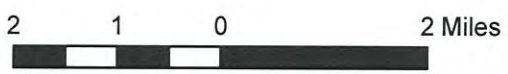
**Dividing Creek Rural Legacy Area,
Worcester & Somerset Counties**



- Proposed Expansion
- MALPF Easement
- Pending
- final
- WRP Easement
- Priority 1
- Priority 2
- ★ FY20 Priority Property
- TNC-owned Land
- Other Private Protected Land
- LSLT/MET Easement
- State Lands
- Dividing Creek RLA

Data sources: MDP PropertyView, MD DNR, LSLT,
Somerset County and Worcester County

Map compiled by Worcester County
April 28, 2008 and updated January 23, 2019.



RD

COMMISSIONERS FOR SOMERSET COUNTY

11916 SOMERSET AVENUE, ROOM 111
PRINCESS ANNE, MARYLAND 21853
TELEPHONE 410-651-0320, FAX 410-651-0366

COMMISSIONERS
CRAIG N. MATHIES, SR., PRESIDENT
CHARLES LAIRD, VICE-PRESIDENT
RANDY LAIRD
REX SIMPKINS
ELDON WILLING



COUNTY ADMINISTRATOR-CLERK
RALPH D. TAYLOR

COUNTY ATTORNEY
KIRK G. SIMPKINS

January 25, 2019

Maryland's Rural Legacy Program
c/o Stacy Schaefer
Associate Director, Land Acquisition and Planning Unit
Maryland Department of Natural Resources
Tawes State Office Building
580 Taylor Avenue, E-4
Annapolis, Maryland 21401

RE: Dividing Creek Rural Legacy Area & Expansion

Dear Ms. Schaefer:

Please accept this letter in response to the Lower Shore Land Trust's request from the County Commissioners of Somerset to amend and expand the boundaries of the above referenced Rural Legacy Area.

Somerset County fully supports the request to amend and expand the Dividing Creek Rural Legacy Area boundaries as shown on the attached map. The proposed expansion is consistent with Somerset County's Comprehensive Plan including current zoning, planning, and growth management policies that contribute to land conservation and protection of environmental, cultural, and agricultural resources. Furthermore, the proposed expansion is located approximately three-quarters (3/4) of a mile from any municipal growth areas.

Thank you for this opportunity to comment. Should you have any questions, please contact Kristen M. Tremblay, Assistant Director, or Gary R. Pusey, Director, at (410) 651-1424 or at ktremblay@somersetmd.us or gpusey@somersetmd.us.

Sincerely,

Craig N. Mathies, Sr., President, Somerset County Commissioners



10

Worcester County
Department of Environmental Programs

Memorandum

To: Harold L. Higgins, Chief Administrative Officer

From: Robert J. Mitchell, LEHS 
Director, Environmental Programs

Subject: **Memorandum of Understanding**
Maryland Coastal Bays Program
Funding for Continuation of Watershed Planning in
Maryland's Coastal Bays

Date: 1/29/19

We have been working under a grant from Maryland Department of the Environment (MDE) on watershed planning for the Coastal Bays. The initial grant was a pass-through of federal funds from MDE to us to assemble our prior work, the work done on the Watershed Restoration Area Strategies (WRAS), and incorporate those efforts into a combined document. For that effort we contracted with the Center for Watershed Protection (the Center) to assist with the plan assembly. The draft of that document has been prepared and we are still working through reviews and revisions with MDE and the EPA Regional office on acceptable *a-thru i* watershed plan criteria so plan approval can be granted.

The Maryland Coastal Bays Program (MCB) is funded through a variety of sources, with the majority coming from federal funding from the EPA. Since we awarded the original contract under the MDE grant utilizing federal funding, and we followed federal procurement guidelines in the solicitation of the RFP, we are able to utilize discretionary MCB funding for an ad-on contract to continue work with the Center in informing the plan with new information and conducting additional examinations needed to finish our work. Approval of our plan will allow the County and our local partners the opportunity to seek future Section 319 grants for implementation projects to reduce nutrient loadings to the Coastal Bays.

Attached is the Memorandum of Understanding (MOU) with MCB and the corresponding scope of work from the Center to complete the needed activities. This MOU has been reviewed by the County Attorney. Environmental Programs staff will monitor and work with the Center in the

Citizens and Government Working Together

completion of their work items and collaborate with MCB and our local partners in this process. The grant funding under the MOU will cover the Center's work.

I would respectfully request the approval of the County Commissioners to authorize our involvement with this MOU so we can complete this plan and move forward to work on restoration activities in our Coastal Bays watersheds.

If you have any questions or need any additional information please let me know. Both Ms. Munson and I will be available to discuss with you and the County Commissioners at your convenience.

Enclosures

cc: Maureen Howarth
Katherine Munson
Kim Reynolds

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
MARYLAND COASTAL BAYS PROGRAM
AND
WORCESTER COUNTY, MARYLAND

RE: Funding for Continuation of Watershed Planning (A-I) Plans in the Maryland Coastal Bays.

PURPOSE: This memorandum documents a Memorandum of Understanding ("Agreement") by and between the Maryland Coastal Bays Program (hereinafter "Program") and Worcester County Maryland through Worcester County Department of Environmental Programs (hereinafter "WCDEP"). The purpose of this Agreement is to make available to WCDEP funds to support the Scope of Work (*Watershed Planning a-i Plans*).

TERMS: The parties agree to the following terms:

I. DURATION

This Agreement takes effect as of date signed and shall continue until its completion, which shall not be later than **September 30, 2019**.

II. SOURCE AND LEVEL OF FUNDING

The Program shall provide WCDEP with funds not to exceed \$20,000 for tasks to be performed in accordance with the Scope of Work (SOW) related to this Agreement. Such funds are to be used solely and exclusively for tasks performed and materials required in accordance with this Agreement.

III. SCOPE OF WORK (Attached)

WCDEP shall perform its responsibilities as set forth in this Agreement and shall perform and/or ensure the performance of the activities outlined in the Scope of Work, which is expressly incorporated into and made a part of this Agreement. In addition, the conditions of the sub-award agreement shall be acknowledged as part of this Agreement.

IV. METHOD OF PAYMENT

Costs will be paid for the project under this Agreement on a reimbursable basis. Invoices will be paid in response to receipt of a written invoice and an itemized breakdown of all expenditures and operating costs incurred by the project during the period. These payments will be contingent upon receipt and approval by the Program of all deliverables due at the time the payment is to be made. The final payment will be withheld until the Program's project officer determines that the project has been completed, that all deliverables under this Agreement are received and approved, and that the final invoice for payment is received.

V. PRODUCTS AND SCHEDULE

WCDEP will provide work products and deliverables to the Program according to the schedule and requirements described in Scope of Work. Products and deliverables submitted by WCDEP will be reviewed for approval by the Program to determine that they are sufficient to meet both the terms of this Agreement and the Program's reporting needs for the US Environmental Protection Agency.

VI. ASSURANCES

WCDEP shall perform its responsibilities under this Agreement in such a way that will enable the Program to perform its responsibilities.

Non-Discrimination in Employment

WCDEP agrees (a) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, or physical or mental handicap unrelated in nature and extent so as reasonably to preclude the performance of such employment; (b) to include a provision similar to that contained in subsection (a) above in any underlying subcontract except a subcontract for standard commercial supplies or raw materials; and (c) to post and to cause sub-Grantees to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

Dispute Resolution

In the event of a dispute under this Agreement, the parties agree to each appoint an authorized representative to resolve the dispute.

Compliance with Laws

Grantee and the Program shall comply with all applicable federal laws and regulations related to the receipt of funds under the CFDA#66.456 National Estuary Program, Clean Water Act: Sec. 320

VII. AGREEMENT REPRESENTATIVES

The following individuals shall have authority to act under this Agreement for their respective parties:

Program: Frank Piorko
Maryland Coastal Bays Program
8219 Stephen Decatur Highway,
Ocean City MD 21842
410-213-2297
fpiorko@mdcoastalbays.org

Subrecipient: Harold Higgins
Position: Chief Administrative Officer
Organization: Worcester County Maryland
Address: Government Center, 1 West Market Street, Room 1103, Snow Hill, MD 21863
Phone: 410-632-11194
Email: hhiggins@co.worcester.md.us

These representatives shall have authority to render any decision or take any action under this Agreement. Service of any notice required by the Agreement shall be complete upon mailing of such notice, postage prepaid, to the appropriate representative at the address indicated above.

VIII. CONTRACTOR STATUS AND SUBCONTRACTING

WCDEP shall be responsible for providing all supplies and materials necessary for the performance of all work under this Agreement. WCDEP is not an agent of the Program and cannot commit the Program to any expenditure of funds, nor enter into any contractual obligation on behalf of the Program.

WCDEP may subcontract any portion of the grant with notice thereof to the Program. Any sub-Grantee(s) shall, and WCDEP shall require that any sub-Grantee(s) shall, provide to the Program upon request copies of any invoices, records, timesheets, work logs, contracts, or any other documents or information needed for the Program to comply with State or federal reporting and audit requirements. Consent to subcontract, assign, or otherwise dispose of any portion of the Agreement shall not be construed to relieve WCDEP of any responsibility for fulfilling all the requirements of this Agreement.

All sub-Grantees retained by WCDEP during performance of this Agreement shall indemnify and save harmless and defend the State of Maryland, the Program, WCDEP, and all their respective representatives from all suits,

actions, or claims of any character, brought because any injuries or damage sustained by any person or property in consequence of any work performed under this Agreement, either by WCDEP or the Program, or any sub-Grantee, or their respective employees, agents, or representatives. This responsibility is not to be deemed as a waiver of any immunity, which may exist in any action against the Program or WCDEP.

IX. AMENDMENTS

This Agreement may only be amended in writing by mutual consent of both parties.

X. WARRANTY

WCDEP agrees to perform all work under this Agreement continuously and diligently, and to meet all milestones and provide all deliverables referenced above. WCDEP shall be responsible for the supervision, inspection, technical accuracy, and coordination of all data and work pursuant to this Agreement and shall produce in a timely manner to the Program's satisfaction a product meeting professional standards of quality and methodology. WCDEP shall not be responsible for any delay in performance caused by events beyond its control including labor strikes, fires, or natural disasters.

XI. RETENTION OF RECORDS – AUDIT

The Program shall have the right, at any time during usual business hours, to examine and audit records of WCDEP, which the Program deems necessary or advisable in order to verify invoices submitted pursuant to this Agreement. This audit may be conducted in person or through a request that the records be forwarded to the Program for verification. WCDEP and its Grantee(s) or sub-Grantee(s) shall retain and maintain all records and documents relating to the services performed under this Agreement, for a minimum period of five years after the Program conducts close out of the grant.

XII. LIABILITY FOR THIRD PARTY CLAIMS

(a) WCDEP is and will be acting as an independent Grantee in the performance of its work and other obligations under this Agreement. The Program has no obligation for the payment of any judgments or the settlement of any claims made against WCDEP, its employees, agents, or sub-Grantees, if any, as a result of or relating to WCDEP's work and other obligations under this Agreement.

(b) The Program has no obligation to provide legal counselor legal defense to the Grantee, its employees, agents, or sub-Grantees, if any, in the event that a suit, claim, or action of any character is brought by any persons not party to this Agreement as a result of or relating to WCDEP's work and other obligations under this Agreement.

(c) WCDEP shall immediately give notice to the Program of any claim or suit made or filed against WCDEP, its employees, agents, or sub-Grantees, if any, regarding any matter resulting from or relating to WCDEP's work and other obligations under this Agreement.

(d) WCDEP shall cooperate, assist and consult with the Program in the defense or investigation of any claim, suit, or action made or filed against the Program as a result of or relating to WCDEP's work or other obligations under this Agreement.

XIII. TERMINATION

(a) This Agreement may be terminated at any time by mutual agreement or by either party giving ninety (90) days-notice in writing to the other party. Termination of this Agreement by WCDEP prior to the completion of the project shall result in the immediate remittance of funds to the Program for the uncompleted portion of the project.

(b) Notwithstanding the provisions of XIII the Program reserves the right to terminate this agreement at any time if funding is unavailable.

XIV. EFFECTIVE DATE

It is understood and agreed by the parties that this Agreement and any modification thereof shall not become effective or enforceable until the date it is executed by the Program.

XV. COMPLIANCE WITH LAWS

WCDEP shall observe and comply with all federal, State, and local laws and ordinances that affect the work to be performed under this Agreement, the persons employed or engaged in connection therewith, or any material or equipment used. WCDEP shall procure and bear the expense of all necessary licenses, permits, and insurance.

XVI. SEVERABILITY

It is understood and agreed by the parties hereto that, if any of these provisions shall contravene, or be invalid under, the laws of the particular state, county, or jurisdiction where used, such contravention or invalidity shall not invalidate the Agreement, but the Agreement shall be construed as if not containing the particular provision or provisions held to be invalid in the particular state, county, or jurisdiction, and the rights and obligations of the parties shall be construed and enforced accordingly.

XVII. ENFORCEMENT

The failure of the Program to enforce at any time the provisions of this Agreement, or to exercise any option which is herein provided, or to require at any time performance by WCDEP of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way to affect the validity of this Agreement or any part thereof, or the right of Program to enforce each and every such provision.

XIII. MERGER

The Agreement embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations referring to the subject matter, other than those contained herein or incorporated herein by reference.

XIX. MARYLAND LAW

Maryland Law governs this Agreement.

XX. NO THIRD-PARTY BENEFICIARIES

Nothing in this Agreement shall be construed to: a) provide a benefit to any third party; (b) operate in any way as a promise, covenant, warranty or other assurance to any third party; or (c) create any obligation to any third party.

IN WITNESS WHEREOF, the parties have executed this Agreement by causing the same to be signed as of the day and year first set forth above.

MARYLAND COASTAL BAYS PROGRAM

By _____ Date _____
Print Name _____

WCDEP
By _____ Date _____
Print Name _____

Memorandum



Date: 1/31/2019

To: Bob Mitchell and Katherine Munson, Worcester County Department of Environmental Programs

From: Karen Cappiella
Center for Watershed Protection, Inc.

Re: Completion of Maryland Coastal Bays "a-i" Watershed Plan

3290 North Ridge Road
Suite 290
Ellicott City, MD 21043
410.461.8323
FAX 410.461.8324
www.cwp.org

The Center for Watershed Protection, Inc. (the Center) is pleased to submit this scope of work and fee proposal for assisting the Worcester County Department of Environmental Programs (WCDEP) with completion of Maryland Coastal Bays "a-i" Watershed Plan. This memorandum outlines the Center's scope of work and fee proposal. If the proposed scope of work, fee, and terms and conditions outlined here are acceptable to WCDEP, please sign and return this document, which will then serve as the project contract.

Scope of Work

The Center will focus on revising the 2017 Maryland Coastal Bays Watershed Plan to incorporate new data, with the goal of satisfying the "a-i" criteria and securing approval by Maryland Department of the Environment (MDE) and U.S. Environmental Protection Agency (EPA) for one or more individual watersheds. The Center will work with WCDEP and the Maryland Coastal Bays Program (MCBP) on these updates and will also coordinate directly with MDE for assistance and clarification of questions as they arise.

Task 1. Data Gathering and Evaluation

The Center will host a kick-off meeting with WCDEP and MCBP to discuss the process for collecting and populating the plan with additional data. The product of this meeting will be a list of known data to be added to the plan and a list of agencies to contact regarding potential new data to support the plan. WCDEP will provide any data that has already been collected to the Center at this meeting. Following the meeting, WCDEP will provide the 2017 plan to staff at relevant federal, state and local agencies and NGOs to request their review and assistance with identifying missing, inaccurate, or new data.

Data that will be collected and reviewed for inclusion in the plan include: street sweeping data for Berlin and Ocean City, stormwater BMPs for Ocean City, agricultural BMPs from Maryland Department of Agriculture, point source data from WCDEP, land use/land cover data, and BMP crediting protocols from the Chesapeake Bay Program. The Center will research the land use/land cover data and BMP crediting protocols,

while MCDEP and/or MCBP will collect all other data. The Center will review all collected data and make a recommendation regarding its use in the plan to WCDEP and MCBP at the first monthly progress meeting.

Task 2. Updates to Assawoman Bay Watersheds

The Center will incorporate the agreed-upon new data collected in Task 1 into the plan for the Assawoman Bay watersheds. This may include the addition of new BMPs implemented since the TMDL baseline, updates to BMP crediting protocols, adjustments to future BMPs based on use of newer land use data, updates to the percent of required reductions achieved, among other updates. The Center will also add details into the plan on the urban BMP estimates, e.g., the number of trees planted, number of rooftops disconnected. The result of this task will be an updated plan with revised information for the Assawoman Bay watersheds. This draft will be presented to WCDEP and MCBP at the next monthly progress meeting.

Task 3. Monitoring Section Revisions

MCBP, Maryland DNR, MDE and WCDEP will work on most of the changes that EPA wants to see on this section. The Center will review the revised monitoring section of and will incorporate into the plan.

Task 4. Updates to Other Watersheds

After Tasks 1-3 are complete, the Center will update the data for all remaining watersheds. The Center will then host an in-person meeting with WCDEP and MCBP to discuss which watersheds do not meet 100% of the required reductions and a strategy for getting there (e.g., BMP types to further evaluate for future implementation, priority watersheds based on how close they are to meeting the required reductions). The remaining hours will be used to implement this strategy with the goal of getting as many of the watersheds as possible to meet the “a-i” criteria. The plan updates will be presented to WCDEP and MCBP at a monthly progress meeting.

Task 5. Finalize Plan

The Center will provide a draft version of the plan that incorporates all changes from Tasks 1-4 to WCDEP, MCBP and MDE for review. WCDEP, MCBP and MDE will provide one consolidated set of comments, which the Center will address with revisions. This version of the plan will be used by WCDEP to solicit public comment and approval by the County Commissioners. The Center will also provide all spreadsheets and data developed for this project to WCDEP.

Schedule

A proposed schedule is provided in Table 1. This schedule assumes a notice-to-proceed date of February 1st.

Table 1. Schedule

Task	Activity/Deliverable	Timeframe
Task 1	Kickoff meeting	February 2019
	Gather new data	February 1 – March 31, 2019
	Review of current plan for missing/inaccurate data by other agencies/NGOs	By March 1, 2019
	Evaluate new data	February -March 2019
	Monthly progress call	March 2019
Task 2	Update Assawoman Bay	March-April 2019
	Monthly progress call	April 2019
Task 3	Monitoring section revisions	April-May 2019
	Monthly progress call	May 2019
Task 4	In-person meeting	June 2019
	Update watershed data	June 2019
	Monthly progress call	June 2019
	Update proposed BMPs for priority watersheds	June-July 2019
Task 5	Final draft plan submitted to WCDEP, MCPB and MDE	July 12, 2019
	Revised final draft plan submitted to WCDEP	July 30, 2019

Fee Proposal

The Lump Sum fee for Task 1 through 5 is \$20,000. Table 2 provides a breakdown by task.

Task	Personnel Hours and Rate				Direct Costs	Total
	Stack (\$175/hr)	Cappiella (\$150/hr)	Fraley-McNeal (\$125/hr)	Fox (\$95/hr)		
1	0	4	12	4	\$0	\$2,480
2	1	5	10	24	\$0	\$4,455
3	3	3	4	0	\$0	\$1,475
4	0	11	31	27	\$0	\$8,090
5	2	4	12	0	\$0	\$2,100
Project Admin	0	4	6	0	\$50 conference call	\$1,400
Total	4	31	75	55	\$50	\$20,000

Terms and Conditions

The following terms apply to this scope of work:

1. The current federal government rate for travel mileage reimbursement will be applied.
2. The client will be billed on a monthly basis and payment is expected upon receipt. Payments delinquent by more than 30 days will automatically receive a 3% charge to the total cost. This 3% will be applied each 30 day cycle that the payment is late.
3. All costs above and beyond the proposed amount will billed only with prior approval from the client.
4. If the source of funding is federal, a Catalogue of Federal Domestic Assistance number must be supplied to the Center before the project starts.
5. The Center is permitted to re-budget expense line items as long as it does not exceed 10% of the total project.
6. The Client shall at all times indemnify and save harmless the Center and its officers, agents and employees on account of any claims, damages, losses, litigation, expenses, counsel fees, and compensation arising out of any claims, damages, personal injuries, property losses and/or economic damages sustained by or alleged to have been sustained by any person or entity, caused in whole or in part by the performance of the work or any negligent act or omission of the Client, its agents, employees, or subcontractors in connection with the project.
7. The Client acknowledges that the Center is a corporation and agrees that any claim made by the Client arising out of any act or omission of any director, officer, or employee of the Center in the performance of this or any other agreement between the parties shall be made against the corporation and not against such director, officer, or employee individually. Any breach of this section shall entitle such director, officer, or employee of the Center to, in addition to all other relief, costs and reasonable attorneys' fees.
8. The Client or the Center may terminate this Agreement at any time, by providing ten (10) days written notice to the Client, for any reason whatsoever. In the event of such termination, the Center will be paid a pro rata amount of the compensation due for work performed up to the date notice of such termination is provided.
9. The Center shall comply with all applicable federal, state, and local laws, rules, ordinances, decisions, and executive orders dealing with affirmative action and nondiscrimination in employment and with subcontracting to disadvantaged, minority-owned, and woman-owned businesses. In addition, the Center shall comply with all policies, plans, and procedures the Client may have with respect to such matters.
10. If this Agreement involves the expenditure of federal funds all required federal clauses are incorporated herein by reference as if fully set forth, including, but not limited to, those clauses found in Title 48 of The Code of Federal Regulations, Chapter 1, Parts 52 and 53 of The Federal Acquisition Regulations. The Center is required to complete all forms and reports required by law and the Client.

Scope of Work

Worcester County DEP

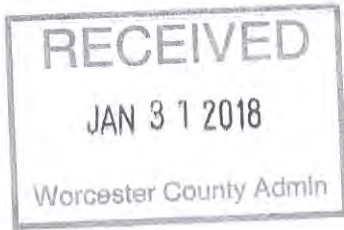
Date

Hye Yeong Kwon, *Executive Director*
Center for Watershed Protection, Inc.

Date

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Worcester County
Department of Environmental Programs

Memorandum

To: Harold L. Higgins, Chief Administrative Officer

From: Robert J. Mitchell, LEHS 
Director, Environmental Programs

Subject: **Project Partnership Agreement**
Ocean City Harbor and Inlet
Section 107, Navigational Improvement Project

Date: 1/29/19

At the County Commissioners meeting on January 22, 2019, the Commissioners approved a Waterway Improvement Fund Grant Agreement for the Ocean City Inlet Project in which the Maryland Department of Natural Resources (MD DNR) granted the County \$300,000 of Waterway Improvement Funds to assist with Ocean City Inlet Project. This related item, a Project Partnership Agreement (PPA), is between the Department of the Army, MD DNR, and the County Commissioners. Specifically, this Agreement is for a Section 107 project for the design and construction of the Ocean City Harbor and Inlet Navigational Improvements. Section 107 of the River and Harbor Act of 1960, as amended, authorizes the Federal government to plan, design, and implement projects in the interest of navigation.

This project covers the general navigation features, which includes deepening of the channel inlet to 16 feet mean low water and the harbor channel to 14 feet mean lower water, and depositing dredged material from the Ocean City Inlet channel in approved nearshore locations for the Assateague Island Restoration Project, and placing material dredged from the harbor into a land based site. The design of the project could be adjusted with revisions documented in an Engineering Documentation Report.

The County needs to identify a land based site for depositing the harbor dredge materials. At this time, it may not be needed, but we need to be prepared with a site.

I would also draw your attention to Article IV, Paragraph A of the PPA, which details the project budget and payment of funds by the Non-Federal Sponsors. The budgetary exposure for the County

Citizens and Government Working Together

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in this project could be quite significant. The County and MD DNR are responsible for \$1,704,360. We have exposure if the project goes over budget or over the \$10,000,000 limit of Corp. The Corp. needs \$222,180 of the Non-Federal Match by February 13, 2019. The Corp. will need \$630,000 around the fall of 2020. This amount is for construction. The final \$852,180 is due to the Federal Treasury around the end of the project.

Attached please find the PPA presented for President Purnell's signature. There are several pages that require signature and date within the package. All four copies are to be sent to MD DNR to sign then MD DNR needs to return documents to the Corp. These documents have been reviewed by the County Attorney.

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

Attachment

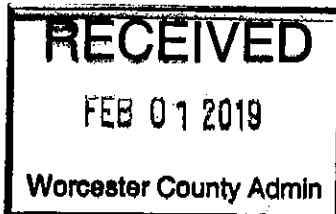
cc: Kelly Shannahan
Maureen Howarth
Ed Tudor
John Tustin



DEPARTMENT OF THE ARMY
BALTIMORE DISTRICT, U.S. ARMY CORPS OF ENGINEERS
2 HOPKINS PLAZA
BALTIMORE, MARYLAND 21201

REPLY TO
ATTENTION OF
Planning Division

Harold Higgins
Chief Administrative Officer
Worcester County
One West Market Street, Room 1103
Snow Hill, Maryland 21863



January 30, 2019

Dear Mr. Higgins:

The U.S. Army Corps of Engineers, North Atlantic Division (NAD), reviewed and approved the execution of the revised Project Partnership Agreement (PPA) for the Ocean City Harbor and Inlet, Section 107, Navigation Improvement Project. Please find four hard copies of the PPA enclosed for your review and signature. Please note that there are several pages that require signature and date (pages 19, 22 and 24) within the package.

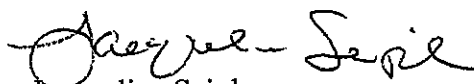
In addition to signatures from the Worcester County, Maryland Department of Natural Resources will also need to sign the agreement. Upon obtaining Worcester County signatures, please forward this package with the enclosed cover letter to the Maryland Department of Natural Resources at the following address:

Matthew Fleming
Director, Chesapeake and Coastal Service
Maryland Department of Natural Resources
580 Taylor Avenue, E2
Annapolis, Maryland 21401

Once the hard copies are signed and returned by Maryland Department of Natural Resources, the Baltimore District Engineer will sign the PPA, which will be in effect as of the date of signature. An original of the PPA will be mailed to you for your records. We will then send you a letter requesting funds.

If you have any questions, please call me at 410-962-4398 or Tony Clark at 410-962-3413.

Sincerely,


Jacqueline Seiple
Project Manager

Enclosures

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DEPARTMENT OF THE ARMY
BALTIMORE DISTRICT, U.S. ARMY CORPS OF ENGINEERS
2 HOPKINS PLAZA
BALTIMORE, MARYLAND 21201

REPLY TO
ATTENTION OF
Planning Division

Matthew Fleming
Director, Chesapeake and Coastal Service
Maryland Department of Natural Resources
580 Taylor Avenue, E2
Annapolis, Maryland 21401

Dear Mr. Fleming:

The U.S. Army Corps of Engineers, North Atlantic Division (NAD), reviewed and approved the execution of the Project Partnership Agreement (PPA) for the Ocean City Harbor and Inlet, Section 107, Navigation Improvement Project. Worcester County has already signed the PPA.

Please find four hard copies of the PPA enclosed for your review and signature. Please note that there are several pages that require signature and date (pages 19, 21 and 23) within the package. These can be returned to my attention.

Once the hard copies are signed and returned, the Baltimore District Engineer will sign the PPA, which will be in effect as of the date of signature. An original of the PPA will be mailed to you for your records. We will then send you a letter requesting funds.

If you have any questions, please call me at 410-962-4398 or Tony Clark at 410-962-3413.

Sincerely,


Jacqueline Seiple
Project Manager

Enclosures

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PROJECT PARTNERSHIP AGREEMENT
BETWEEN
THE DEPARTMENT OF THE ARMY
AND
THE MARYLAND DEPARTMENT OF NATURAL RESOURCES
AND
COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND
FOR
OCEAN CITY HARBOR AND INLET NAVIGATION IMPROVEMENTS,
WORCESTER COUNTY, MARYLAND

THIS AGREEMENT is entered into this _____ day of _____, _____, by and between the Department of the Army (hereinafter the "Government"), represented by the U.S. Army Engineer, Baltimore District (hereinafter the "District Commander"), and the Maryland Department of Natural Resources and County Commissioners of Worcester County, Maryland (hereinafter the "Non-Federal Sponsors"), represented by their Secretary and Administrator, respectively.

WITNESSETH, THAT:

WHEREAS, Section 107 of the River and Harbor Act of 1960, as amended (33 U.S.C. 577) (hereinafter "Section 107"), authorizes the Secretary to undertake construction of small river and harbor navigation projects not specifically authorized by Congress;

WHEREAS, pursuant to the authority provided in Section 107, design and construction of the Ocean City Harbor and Inlet Navigation Improvements, Worcester County, Maryland (hereinafter the "Project", as defined in Article I.A. of this Agreement) was approved by the Division Commander for North Atlantic Division (hereinafter the "Division Commander") on August 3, 1999;

WHEREAS, Section 101 of the Water Resources Development Act of 1986, Public Law 99-662, as amended (33 U.S.C. 2211), specifies the cost-sharing requirements applicable to the Project;

WHEREAS, total Federal costs associated with planning, design, and construction of a project pursuant to Section 107 may not exceed \$10,000,000; and

WHEREAS, the Government and the Non-Federal Sponsors have the full authority and capability to perform in accordance with the terms of this Agreement and acknowledge that Section 221 of the Flood Control Act of 1970, as amended (42 U.S.C.1962d-5b), provides that this Agreement shall be enforceable in the appropriate district court of the United States.

NOW, THEREFORE, the parties agree as follows:

ARTICLE I - DEFINITIONS

A. The term "Project" means the general navigation features, which includes, deepening of the inlet channel to 16 feet mean lower low water and the harbor channel to 14 feet mean lower low water. The design of the project could be adjusted with revisions documented in an Engineering Documentation Report. The project is generally described in the 2018 Ocean City, Maryland Inlet and Harbor Federal Interest Determination Report and the Ocean City, Maryland and Vicinity Water Resources Study Final Integrated Feasibility Report and Environmental impact Statement, dated June 1998 and approved by the Division Commander for North Atlantic Division on August 3, 1999.

B. The term "construction costs" means all costs incurred by the Government and Non-Federal Sponsors in accordance with the terms of this Agreement that are cost shared and directly related to design and construction of the Project, including mitigation, if applicable. The term includes, but is not necessarily limited to: the Government's costs of engineering, design, and construction (including the costs of alteration, lowering, raising, or replacement and attendant demolition of any highway or railroad bridges over navigable waters of the United States); the Government's supervision and administration costs; the Government's costs of removing obstructions acquired by the Non-Federal Sponsors or for which no compensation is owed and no owner can be located; the Non-Federal Sponsors' creditable costs for providing in-kind contributions, if any; and the costs of historic preservation activities except for data recovery for historic properties. The term does not include any costs for operation and maintenance; dispute resolution; participation in the Project Coordination Team; audits; or additional work, if any; or the Non-Federal Sponsors' cost for negotiating this Agreement or for providing relocations or real property interests, except for those provided for mitigation. It also does not include any costs for local service facilities or for aids to navigation.

C. The term "real property interests" means lands, easements, and rights-of-way, including those required for relocations and dredged material placement facilities. Acquisition of real property interests may require the performance of relocations.

D. The term "relocation" means the alteration, lowering, raising, or replacement and attendant demolition of a utility (including privately and publicly owned pipelines, cables, and related facilities located in or under navigable waters of the United States, regardless of whether they serve the general public), cemetery, highway, railroad (including any bridge thereof), or public facility, excluding any highway or railroad bridges over navigable waters of the United States and any structure determined to be an "obstruction" as that term is defined in paragraph I. of this Article.

E. The term "dredged material placement facilities" means the improvements required on real property interests to enable the placement of dredged or excavated material during construction, operation, and maintenance of the Project, including, but not limited to, retaining dikes, wasteweirs, bulkheads, embankments, monitoring features, stilling basins, and de-watering pumps and pipes.

F. The term “in-kind contributions” means those materials or services provided by the Non-Federal Sponsors that are identified as being integral to the Project by the Division Commander. To be integral to the Project, the material or service must be part of the work that the Government would otherwise have undertaken for design and construction of the Project. The in-kind contributions also include any investigations performed by the Non-Federal Sponsors to identify the existence and extent of any hazardous substances that may exist in, on, or under real property interests required for the Project.

G. The term “fiscal year” means one year beginning on October 1st and ending on September 30th of the following year.

H. The term “Federal Participation Limit” means the \$10,000,000 statutory limitation on the Government’s financial participation in the planning, design, and construction of the Project.

I. The term “obstruction” means any structure located in or under navigable waters of the United States that must be removed to construct, operate, and maintain the Project but that does not require replacement because it is no longer needed.

J. The term “additional work” means items of work related to, but not cost shared as part of, the Project that the Government will undertake on the Non-Federal Sponsors’ behalf while the Government is carrying out the Project, with the Non-Federal Sponsor responsible for all costs and any liabilities associated with such work.

ARTICLE II - OBLIGATIONS OF THE PARTIES

A. In accordance with Federal laws, regulations, and policies, the Government shall undertake construction of the Project using funds appropriated by the Congress and funds provided by the Non-Federal Sponsors.

B. The Non-Federal Sponsors shall provide the following, in accordance with the provisions of this paragraph:

1. The Non-Federal Sponsors shall provide 10 percent of construction costs assigned to a channel depth not in excess of 20 feet; and 25 percent of construction costs assigned to a channel depth in excess of 20 feet but not greater than 45 feet.

a. In providing in-kind contributions, if any, as part of its cost share, the Non-Federal Sponsors shall obtain all applicable licenses and permits necessary for such work. Upon completion of the work, the Non-Federal Sponsors shall so notify the Government and provide the Government with a copy of as-built drawings for the work.

b. After considering the estimated amount of credit for in-kind contributions, the Government shall determine the estimated amount of funds required from the Non-Federal Sponsors for the then-current fiscal year. No later than 30 calendar days after receipt of notification from the Government, the Non-Federal Sponsors shall provide the full amount of such funds to the Government in accordance with Article VI.C.

c. No later than August 1st prior to each subsequent fiscal year of construction, the Government shall provide the Non-Federal Sponsors with a written estimate of the amount of funds required from the Non-Federal Sponsors during that fiscal year to meet its cost share. No later than September 1st prior to that fiscal year, the Non-Federal Sponsors shall provide the full amount of such required funds to the Government in accordance with Article VI.C.

2. In accordance with Article III, the Non-Federal Sponsors shall provide the real property interests, acquire or compel the removal of obstructions, and perform or ensure the performance of relocations required for construction, operation, and maintenance of the Project.

3. The Non-Federal Sponsors shall pay an additional 10 percent of construction costs (hereinafter the "additional 10 percent payment"), less any credit afforded by the Government for the real property interests and relocations, over a period not to exceed 30 years in accordance with Article VI.D.

4. The Non-Federal Sponsors shall construct, operate, and maintain, at no cost to the Government, the local service facilities, including obtaining all applicable licenses and permits necessary for construction, operation, and maintenance of such work.

C. To the extent practicable and in accordance with Federal law, regulations, and policies, the Government shall afford the Non-Federal Sponsors the opportunity to review and comment on solicitations for contracts, including relevant plans and specifications, prior to the Government's issuance of such solicitations; proposed contract modifications, including change orders; and contract claims prior to resolution thereof. Ultimately, the contents of solicitations, award of contracts, execution of contract modifications, and resolution of contract claims shall be exclusively within the control of the Government.

D. The Government, as it determines necessary, shall undertake actions associated with historic preservation, including, but not limited to, the identification and treatment of historic properties as those properties are defined in the National Historic Preservation Act (NHPA) of 1966, as amended. All costs incurred by the Government for such work (including the mitigation of adverse effects other than data recovery) shall be included in construction costs and shared in accordance with the provisions of this Agreement. If historic properties are discovered during construction and the effects of construction are determined adverse, strategies shall be developed to avoid, minimize or mitigate these adverse effects. In accordance with 54 U.S.C. 312507, up to 1 percent of

the total amount authorized to be appropriated for the Project may be applied toward data recovery of historic properties and such costs shall be borne entirely by the Government. In the event that costs associated with data recovery of historic properties exceed 1 percent of the total amount authorized to be appropriated for the Project, the Government and Non-Federal Sponsors shall consult with each other and reach an agreement on how to fund such data recovery costs. Upon agreement in accordance with 54 U.S.C. 312508, the Government may seek a waiver from the 1 percent limitation under 54 U.S.C. 312507.

E. The Government, as it determines necessary and subject to the availability of funds, shall operate and maintain the Project, which includes operation and maintenance of dredged material placement facilities, using funds appropriated by the Congress and, if applicable, funds provided by the Non-Federal Sponsors. The Non-Federal Sponsors hereby authorize the Government to enter, at reasonable times and in a reasonable manner, upon real property interests that the Non-Federal Sponsors now or hereafter own or control for the purpose of operating and maintaining the Project. In addition, the Government shall have the full authority and right to operate and maintain or manage dredged material placement facilities including the right to place, remove, use, or reuse the materials therein for any purpose without charge to the Government. The Non-Federal Sponsors shall ensure that use of any additional capacity provided by the Government as additional work under 33 U.S.C. 2326a(a) complies with the operations plan approved by the Government. Except for such additional capacity, the Non-Federal Sponsors shall not place or authorize placement of material in the dredged material placement facilities unless the Government authorizes the placement under 33 U.S.C. 2326a(b) or 33 U.S.C. 1341(c), whichever is applicable. The Non-Federal Sponsors shall not otherwise modify or improve the dredged material placement facilities unless the Government approves the modification or improvement under 33 U.S.C. 408.

F. The Non-Federal Sponsors shall not use Federal Program funds to meet any of their obligations under this Agreement unless the Federal agency providing the funds verifies in writing that the funds are authorized to be used for the Project. Federal program funds are those funds provided by a Federal agency, plus any non-Federal contribution required as a matching share therefor.

G. In carrying out its obligations under this Agreement, the Non-Federal Sponsors shall comply with all the requirements of applicable Federal laws and implementing regulations, including, but not limited to: Section 601 of the Civil Rights Act of 1964 (P.L. 88-352), as amended (42 U.S.C. 2000d), and Department of Defense Directive 5500.11 issued pursuant thereto; the Age Discrimination Act of 1975 (42 U.S.C. 6102); and the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Army Regulation 600-7 issued pursuant thereto.

H. In addition to the ongoing, regular discussions of the parties in the delivery of the Project, the Government and the Non-Federal Sponsors may establish a Project Coordination Team to discuss significant issues or actions. The Government's costs for participation on the Project Coordination Team shall not be included in construction costs

that are cost shared but shall be included in calculating the Federal Participation Limit. The Non-Federal Sponsors' costs for participation on the Project Coordination Team shall not be included in construction costs that are cost shared and shall be paid solely by the Non-Federal Sponsors without reimbursement or credit by the Government.

I. The Non-Federal Sponsors may request in writing that the Government perform additional work on behalf of the Non-Federal Sponsors. Each request shall be subject to review and written approval by the Division Commander. If the Government agrees to such request, the Non-Federal Sponsors, in accordance with Article VI.E., must provide funds sufficient to cover the costs of such work in advance of the Government performing the work.

J. Notwithstanding any other provision of this Agreement, the Non-Federal Sponsors shall be responsible for all costs in excess of the Federal Participation Limit.

ARTICLE III - REAL PROPERTY INTERESTS, RELOCATIONS, AND COMPLIANCE WITH PUBLIC LAW 91-646, AS AMENDED

A. The Government, after consultation with the Non-Federal Sponsors, shall determine the real property interests needed for construction, operation, and maintenance of the Project. The Government shall provide the Non-Federal Sponsors with general written descriptions, including maps as appropriate, of the real property interests that the Government determines the Non-Federal Sponsors must provide for construction, operation, and maintenance of the Project, and shall provide the Non-Federal Sponsors with a written notice to proceed with acquisition. The Non-Federal Sponsors shall acquire the real property interests and shall provide the Government with authorization for entry thereto in accordance with the Government's schedule for construction of the Project. The Non-Federal Sponsors shall ensure that real property interests provided for the Project are retained in public ownership for uses compatible with the authorized purposes of the Project.

B. The Government, after consultation with the Non-Federal Sponsors, shall determine the relocations necessary for construction, operation, and maintenance of the Project, and shall provide the Non-Federal Sponsors with general written descriptions, including maps as appropriate, of such relocations and shall provide the Non-Federal Sponsors with a written notice to proceed with such relocations. The Non-Federal Sponsors shall perform or ensure the performance of these relocations in accordance with the Government's construction schedule for the Project.

C. The Government, after consultation with the Non-Federal Sponsors, shall identify obstructions to construction, operation, and maintenance of the Project and shall provide the Non-Federal Sponsors with general written descriptions, including maps as appropriate, of such obstructions and shall provide the Non-Federal Sponsors with a written notice to proceed with acquiring or compelling the removal of such obstructions. The Non-Federal Sponsors shall acquire or compel the removal of such obstructions in accordance with the Government's construction schedule for the Project. If the owner of

an obstruction cannot be located, the Government shall remove the obstruction during construction of the Project after following all applicable procedures in Parts 325 and 326 of Title 33 of the Code of Federal Regulations.

D. To the maximum extent practicable, not later than 30 calendar days after the Government provides to the Non-Federal Sponsors written descriptions and maps of the real property interests and relocations required for construction, operation, and maintenance of the Project, the Non-Federal Sponsors may request in writing that the Government acquire all or specified portions of such real property interests, perform the necessary relocations, or invoke navigation servitude to compel utility relocations or removal of obstructions under navigable waters of the United States.

1. In General. If the Government agrees to such a request, the Non-Federal Sponsors, in accordance with Article VI.E., must provide funds sufficient to cover the costs of such work in advance of the Government performing the work. The Government shall acquire the real property interests, perform the relocations, or invoke navigation servitude to compel utility relocations or removal of obstructions under navigable waters of the United States, applying Federal laws, policies, and procedures. The Government shall acquire real property interests in the name of the Non-Federal Sponsors except, if acquired by eminent domain, the Government shall convey all of its right, title and interest to the Non-Federal Sponsors by quitclaim deed or deeds. The Non-Federal Sponsors shall accept delivery of such deed or deeds. The Government's providing real property interests or performing relocations on behalf of the Non-Federal Sponsors does not alter the Non-Federal Sponsors' responsibility under Article IV for the costs of any cleanup and response related thereto.

2. Relocations of Utilities Located in or under Navigable Waters of the United States. If the Non-Federal Sponsors request that the Government exercise the navigation servitude to compel relocation of utilities located in or under navigable waters of the United States, the Non-Federal Sponsors must demonstrate that they have made a good faith effort to negotiate with the owner(s) for relocation of the utilities; that they lack authority to compel relocation of the utilities through eminent domain or other legal proceedings; and that payment obligations for relocation costs, as between the Non-Federal Sponsors and the utility owner(s), are clear under the laws of the State of Maryland and the terms of applicable non-Federal permits, licenses, or agreements. The Non-Federal Sponsors must also obtain a letter from the State of Maryland, signed by the governor or a duly authorized state official, concurring in the Non-Federal Sponsors' request that the Government exercise the navigation servitude. The Government's exercise of the navigation servitude to compel relocation of utilities does not negate or otherwise affect the Non-Federal Sponsors' payment obligations for relocation costs under the laws of the State of Maryland; or the terms of applicable non-Federal permits, licenses, or agreements.

3. Removal of Obstructions. If the Non-Federal Sponsors request that the Government exercise the navigation servitude to compel removal of obstructions, the Non-Federal Sponsors must demonstrate that the owner of the obstruction has no

compensable interest under the laws of the State of Maryland or the terms of applicable non-Federal permits, licenses, or agreements; that they have made a good faith effort to negotiate with the owner(s) for removal of the obstructions; and that they lack authority to compel removal of obstructions through eminent domain or other legal proceedings. The Non-Federal Sponsors must also obtain a letter from the State of Maryland, signed by the governor or a duly authorized state official, concurring in the Non-Federal Sponsors' request that the Government exercise the navigation servitude to compel removal of the obstructions.

E. As required by Sections 210 and 305 of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Public Law 91-646, as amended (42 U.S.C. 4630 and 4655), and Section 24.4 of the Uniform Regulations contained in 49 C.F.R. Part 24, the Non-Federal Sponsors assure that (1) fair and reasonable relocation payments and assistance shall be provided to or for displaced persons, as are required to be provided by a Federal agency under Sections 4622, 4623 and 4624 of Title 42 of the U.S. Code; (2) relocation assistance programs offering the services described in Section 4625 of Title 42 of the U.S. Code shall be provided to such displaced persons; (3) within a reasonable period of time prior to displacement, comparable replacement dwellings will be available to displaced persons in accordance with Section 4625(c)(3) of Title 42 of the U.S. Code; (4) in acquiring real property, the Non-Federal Sponsors will be guided, to the greatest extent practicable under State law, by the land acquisition policies in Section 4651 and the provision of Section 4652 of Title 42 of the U.S. Code; and (5) property owners will be paid or reimbursed for necessary expenses as specified in Sections 4653 and 4654 of Title 42 of the U.S. Code.

ARTICLE IV - HAZARDOUS SUBSTANCES

A. The Non-Federal Sponsors shall be responsible for undertaking any investigations to identify the existence and extent of any hazardous substances regulated under the Comprehensive Environmental Response, Compensation, and Liability Act (hereinafter "CERCLA") (42 U.S.C. 9601-9675), that may exist in, on, or under real property interests required for construction, operation, and maintenance of the Project. However, for real property interests that the Government determines to be subject to the navigation servitude, only the Government shall perform such investigations unless the District Commander for the Baltimore District (hereinafter the "District Commander") provides the Non-Federal Sponsors with prior specific written direction, in which case the Non-Federal Sponsors shall perform such investigations in accordance with such written direction.

B. In the event it is discovered that hazardous substances regulated under CERCLA exist in, on, or under any of the required real property interests, the Non-Federal Sponsors and the Government, in addition to providing any other notice required by applicable law, shall provide prompt written notice to each other, and the Non-Federal Sponsors shall not proceed with the acquisition of such real property interests until the parties agree that the Non-Federal Sponsors should proceed.

C. If hazardous substances regulated under CERCLA are found to exist in, on, or under any required real property interests, the parties shall consider any liability that might arise under CERCLA and determine whether to initiate construction, or if already initiated, whether to continue construction, suspend construction, or terminate construction.

1. Should the parties initiate or continue construction, the Non-Federal Sponsors shall be responsible, as between the Government and the Non-Federal Sponsors, for the costs of cleanup and response, including the costs of any studies and investigations necessary to determine an appropriate response to the contamination. Such costs shall be paid solely by the Non-Federal Sponsors without reimbursement or credit by the Government.

2. In the event the parties cannot reach agreement on how to proceed or the Non-Federal Sponsors fail to provide any funds necessary to pay for cleanup and response costs or to otherwise discharge the Non-Federal Sponsors' responsibilities under this Article upon direction by the Government, the Government may suspend or terminate construction, but may undertake any actions it determines necessary to avoid a release of such hazardous substances.

D. The Non-Federal Sponsors and the Government shall consult with each other in an effort to ensure that responsible parties bear any necessary cleanup and response costs as defined in CERCLA. Any decision made pursuant to this Article shall not relieve any third party from any liability that may arise under CERCLA.

E. To the maximum extent practicable, the Government and Non-Federal Sponsors shall perform their responsibilities under this Agreement in a manner that will not cause liability to arise under CERCLA.

ARTICLE V - CREDIT FOR REAL PROPERTY INTERESTS, RELOCATIONS, AND IN-KIND CONTRIBUTIONS

A. The Government, in accordance with the following procedures, requirements, and conditions, shall credit the value of real property interests and relocations required for the Project against the additional 10 percent payment. Such costs shall be subject to audit in accordance with Article X.B. to determine reasonableness, allocability, and allowability of costs.

1. Real Property Interests.

a. General Procedure. The Non-Federal Sponsors shall obtain, for each real property interest, an appraisal of the fair market value of such interest that is prepared by a qualified appraiser who is acceptable to the parties. Subject to valid jurisdictional exceptions, the appraisal shall conform to the Uniform Standards of

Professional Appraisal Practice. The appraisal must be prepared in accordance with the applicable rules of just compensation, as specified by the Government. To the maximum extent practicable, no later than 6 months after it provides the Government with authorization for entry onto a real property interest or pays compensation to the owner, whichever occurs later, the Non-Federal Sponsors shall provide the Government with documents sufficient to determine the amount of credit to be provided for such real property interest.

(1) Date of Valuation. For real property interests owned by the Non-Federal Sponsors on the effective date of this Agreement, the date the Non-Federal Sponsors provide the Government with authorization for entry thereto shall be used to determine the fair market value, except for such real property interests for in-kind contributions covered by an In-Kind Memorandum of Understanding, the date of initiation of construction shall be used to determine the fair market value. The fair market value of real property interests acquired by the Non-Federal Sponsors after the effective date of this Agreement shall be the fair market value of such real property interests at the time the interests are acquired.

(2) Except for real property interests acquired through eminent domain proceedings instituted after the effective date of this Agreement, the Non-Federal Sponsors shall submit an appraisal for each real property interest to the Government for review and approval no later than, to the maximum extent practicable, 60 calendar days after the Non-Federal Sponsors provide the Government with an authorization for entry for such interest or concludes the acquisition of the interest through negotiation or eminent domain proceedings, whichever occurs later. If, after coordination and consultation with the Government, the Non-Federal Sponsors are unable to provide an appraisal that is acceptable to the Government, the Government shall obtain an appraisal to determine the fair market value of the real property interest for crediting purposes.

(3) The Government shall credit the Non-Federal Sponsors the appraised amount approved by the Government. Where the amount paid or proposed to be paid by the Non-Federal Sponsors exceeds the approved appraised amount, the Government, at the request of the Non-Federal Sponsors, shall consider all factors relevant to determining fair market value and, in its sole discretion, after consultation with the Non-Federal Sponsors, may approve in writing an amount greater than the appraised amount for crediting purposes.

b. Eminent Domain Procedure. For real property interests acquired by eminent domain proceedings instituted after the effective date of this Agreement, the Non-Federal Sponsors shall notify the Government in writing of their intent to institute such proceedings and submit the appraisals of the specific real property interests to be acquired for review and approval by the Government. If the Government provides written approval of the appraisals, the Non-Federal Sponsors shall use the amount set forth in such appraisals as the estimate of just compensation for the purpose of instituting the eminent domain proceeding. If the Government provides written

disapproval of the appraisals, the Government and the Non-Federal Sponsors shall consult to promptly resolve the issues that are identified in the Government's written disapproval. In the event the issues cannot be resolved, the Non-Federal Sponsors may use the amount set forth in its appraisal as the estimate of just compensation for purpose of instituting the eminent domain proceeding. The fair market value for crediting purposes shall be either the amount of the court award for the real property interests taken or the amount of any stipulated settlement or portion thereof that the Government approves in writing.

c. Waiver of Appraisal. Except as required by paragraph A.1.b. of this Article, the Government may waive the requirement for an appraisal pursuant to this paragraph if, in accordance with 49 C.F.R. Section 24.102(c)(2):

(1) the owner is donating the property to the Non-Federal Sponsors and releases the Non-Federal Sponsors in writing from their obligation to appraise the property, and the Non-Federal Sponsors submit to the Government a copy of the owner's written release; or

(2) the Non-Federal Sponsors determine that an appraisal is unnecessary because the valuation problem is uncomplicated and the anticipated value of the property proposed for acquisition is estimated at \$25,000 or less, based on a review of available data. When the Non-Federal Sponsors determine that an appraisal is unnecessary, the Non-Federal Sponsors shall prepare the written waiver valuation required by 49 C.F.R. Section 24.102(c)(2) and submit a copy thereof to the Government for approval.

d. Incidental Costs. The Government shall credit the incidental costs the Non-Federal Sponsors incurred in acquiring any real property interests required pursuant to Article III for the Project within a five-year period preceding the effective date of this Agreement, or at any time after the effective date of this Agreement, that are documented to the satisfaction of the Government. Such incidental costs shall include closing and title costs, appraisal costs, survey costs, attorney's fees, plat maps, mapping costs, actual amounts expended for payment of any relocation assistance benefits provided in accordance with Article III.E., and other payments by the Non-Federal Sponsors for items that are generally recognized as compensable, and required to be paid, by applicable state law due to the acquisition of a real property interest pursuant to Article III.

2. Relocations. To the maximum extent practicable, no less frequently than on a semi-annual basis, the Non-Federal Sponsors shall provide the Government with documentation sufficient for the Government to determine the amount of credit to be provided for such relocations.

a. For a relocation other than a utility, or portion thereof, located in or under navigable waters of the United States, credit shall be afforded for the value of

the relocation if the Non-Federal Sponsors are responsible for the relocation under applicable principles of just compensation.

b. For a relocation of a utility, or portion thereof, located in or under navigable waters of the United States, credit shall be afforded for the costs borne by the Non-Federal Sponsors but shall not exceed the total value of the relocation as determined by the Government.

c. In general, the value of a relocation shall be equivalent to the costs, documented to the satisfaction of the Government, incurred to provide the relocation. The value may not exceed the amount the Government determines is necessary to provide a functionally equivalent facility, reduced by depreciation, as applicable, and by the salvage value of any removed items. For the relocation of a highway or road, including any bridge thereof, that is owned by a public entity, a functionally equivalent facility may be constructed to the current design standard that the State of Maryland would apply under similar conditions of geography and traffic load. Relocation costs include actual costs of performing the relocation; planning, engineering, and design costs; supervision and administration costs; and documented incidental costs associated with performance of the relocation, as determined by the Government. Relocation costs do not include any costs associated with betterments, as determined by the Government, nor any additional cost of using new material when suitable used material is available.

B. The Government, in accordance with the following procedures, requirements, and conditions, shall include in construction costs, the costs for in-kind contributions determined by the Government to be integral to the Project and credit such costs against the non-Federal share of construction costs. Such costs shall be subject to audit in accordance with Article X.B. to determine reasonableness, allocability, and allowability of costs.

1. The value shall be equivalent to the costs, documented to the satisfaction of the Government, that the Non-Federal Sponsors incurred to provide the in-kind contributions. Such costs shall include, but not necessarily be limited to, actual costs of providing the in-kind contributions; engineering and design costs; supervision and administration costs; and documented incidental costs associated with providing the in-kind contributions, but shall not include any costs associated with betterments, as determined by the Government. To the maximum extent practicable, no less frequently than on a semi-annual basis, the Non-Federal Sponsors shall provide the Government with documentation sufficient for the Government to determine the amount of credit to be provided for such in-kind contributions. Appropriate documentation includes invoices and certification of specific payments to contractors, suppliers, and the Non-Federal Sponsors' employees.

2. No credit shall be afforded for interest charges, or any adjustment to reflect changes in price levels between the time the in-kind contributions are completed and credit is afforded; for the value of in-kind contributions obtained at no cost to the

Non-Federal Sponsors; for any in-kind contributions performed prior to the effective date of this Agreement unless covered by an In-Kind Memorandum of Understanding between the Government and Non-Federal Sponsors; for costs that exceed the Government's estimate of the cost for such in-kind contributions if they had been provided by the Government; or against the additional 10 percent payment.

C. If the Government exercises the navigation servitude to compel relocation of utilities and removal of obstructions located in or under navigable waters of the United States that interfere with construction, operation, and maintenance of the Project, the Government shall credit the costs incurred by the Government and paid by the Non-Federal Sponsors pursuant to Article III.D. against the additional 10 percent payment.

D. Any credit afforded under the terms of this Agreement is subject to satisfactory compliance with applicable Federal labor laws covering non-Federal construction, including, but not limited to, 40 U.S.C. 3141-3148 and 40 U.S.C. 3701-3708 (labor standards originally enacted as the Davis-Bacon Act, the Contract Work Hours and Safety Standards Act, and the Copeland Anti-Kickback Act), and credit may be withheld, in whole or in part, as a result of the Non-Federal Sponsors' failure to comply with their obligations under these laws.

E. Notwithstanding any other provision of this Agreement, the Non-Federal Sponsors shall not be entitled to credit for real property interests that were previously provided as an item of local cooperation for another Federal project. In addition, the Non-Federal Sponsors shall not be entitled to credit or reimbursement for the cost of real property interests, relocations, or the Government exercising navigation servitude in excess of the additional 10 percent payment.

ARTICLE VI – PAYMENT OF FUNDS

A. As of the effective date of this Agreement, construction costs are projected to be \$8,521,796, with the Government's share of such costs projected to be \$7,669,616 and the Non-Federal Sponsors' share of such costs projected to be \$852,180, which includes creditable in-kind contributions projected to be \$0, and the amount of funds to be provided during construction projected to be \$630,000. In addition, the Non-Federal Sponsors' additional 10 percent payment is projected to be \$852,180, reduced to \$852,180 after deducting creditable real property interests and relocations, which are projected to be \$0. These amounts are estimates only that are subject to adjustment by the Government and are not to be construed as the total financial responsibilities of the Government and the Non-Federal Sponsors.

B. While undertaking construction, the Government shall provide the Non-Federal Sponsors with quarterly reports setting forth the estimated construction costs and the Government's and Non-Federal Sponsors' estimated shares of such costs; costs incurred by the Government, using both Federal and Non-Federal Sponsors' funds, to date; the amount of funds provided by the Non-Federal Sponsors to date; the estimated

amount of any creditable real property interests and relocations; the estimated amount of any creditable in-kind contributions; and the estimated amount of funds required from the Non-Federal Sponsors during the upcoming fiscal year.

C. Payment of Funds for Construction.

1. The Non-Federal Sponsors shall provide funds by delivering a check payable to "FAO, USAED, Baltimore (E1)" to the District Commander, or verifying to the satisfaction of the Government that the Non-Federal Sponsors have deposited such funds in an escrow or other account acceptable to the Government, with interest accruing to the Non-Federal Sponsors, or by providing an Electronic Funds Transfer of such funds in accordance with procedures established by the Government.

2. The Government shall draw from the funds provided by the Non-Federal Sponsors to cover the non-Federal cost share as those costs are incurred. If the Government determines at any time that additional funds are needed from the Non-Federal Sponsors to cover the Non-Federal Sponsors' required share of such costs, the Government shall provide the Non-Federal Sponsors with written notice of the amount of additional funds required. Within 60 calendar days from receipt of such notice, the Non-Federal Sponsors shall provide the Government with the full amount of such additional required funds.

3. Upon completion of construction of the Project, including resolution of all relevant claims and appeals and eminent domain proceedings, the Government shall conduct a final accounting and furnish the Non-Federal Sponsors with the written results of such final accounting. Should such final accounting determine that additional funds are required from the Non-Federal Sponsors to meet its cost share, the Non-Federal Sponsors, within 60 calendar days of receipt of written notice from the Government, shall provide the Government with the full amount of such additional required funds. Such final accounting does not limit the Non-Federal Sponsors' responsibility to pay their cost share, including contract claims or any other liability that may become known after the final accounting. If the final accounting determines that funds provided by the Non-Federal Sponsors exceed the amount of funds required to meet their cost share, the Government shall refund such excess amount, subject to the availability of funds for the refund.

D. Payment of Additional 10 Percent.

1. As a part of the final accounting conducted pursuant to Article VI.C.3., the Government shall determine the additional 10 percent payment and then deduct the creditable value, in accordance with Article V, of real property interests and relocations. If the remainder is greater than zero, the Government shall calculate initial annual installments amortized over a period of 30 years using an interest rate determined in accordance with Section 106 of the Water Resources Development Act of 1986. The payment period begins on the date the Government notifies the Non-Federal Sponsors of the amount of the initial annual installments.

2. The Government shall recalculate the annual installments at five-year intervals by amortizing the outstanding portion of this amount over the remaining portion of the payment period using an interest rate determined in accordance with Section 106 of the Water Resources Development Act of 1986. The Government shall notify the Non-Federal Sponsors in writing of the recalculated annual installments. The last installment shall be adjusted upward or downward to assure payment of all the indebtedness.

3. The Non-Federal Sponsors shall pay the first installment no later than 30 calendar days after the date of the Government's notification pursuant to paragraph D.1. of this Article, and each annual installment thereafter on the anniversary date of such notification, by delivering a check payable to "FAO, USAED, Baltimore (E1)" to the District Commander or providing an Electronic Funds Transfer in accordance with procedures established by the Government.

E. If the Government agrees to provide real property interests or relocations on behalf of the Non-Federal Sponsors; invoke the navigation servitude to compel utility relocations or removal of obstructions; or undertake additional work, the Government shall provide written notice to the Non-Federal Sponsors of the amount of funds required to cover such costs. No later than 30 calendar days of receipt of such written notice, the Non-Federal Sponsors shall make the full amount of such required funds available to the Government by delivering a check payable to "FAO, USAED, Baltimore (E1)" to the District Commander, or by providing an Electronic Funds Transfer of such funds in accordance with procedures established by the Government. If at any time the Government determines that additional funds are required to cover such costs, the Non-Federal Sponsors shall provide those funds within 30 calendar days from receipt of written notice from the Government.

ARTICLE VII - TERMINATION OR SUSPENSION

A. If at any time the Non-Federal Sponsors fail to fulfill their obligations under this Agreement, the Government may suspend or terminate construction of the Project unless the Assistant Secretary of the Army (Civil Works) determines that continuation of such work is in the interest of the United States or is necessary in order to satisfy agreements with other non-Federal interests.

B. If the Government determines at any time that the Federal funds made available for construction the Project are not sufficient to complete such work, the Government shall so notify the Non-Federal Sponsors in writing, and upon exhaustion of such funds, the Government shall suspend construction until there are sufficient funds appropriated by the Congress and funds provided by the Non-Federal Sponsors to allow construction to resume.

C. If hazardous substances regulated under CERCLA are found to exist in, on, or under any required real property interests, the parties shall follow the procedures set forth in Article IV.

D. In the event of termination, the parties shall conclude their activities relating to construction of the Project. To provide for this eventuality, the Government may reserve a percentage of available funds as a contingency to pay the costs of termination, including any costs of resolution of real property acquisition, resolution of contract claims, and resolution of contract modifications.

E. Any suspension or termination shall not relieve the parties of liability for any obligation incurred. Any delinquent payment owed by the Non-Federal Sponsors pursuant to this Agreement shall be charged interest at a rate, to be determined by the Secretary of the Treasury, equal to 150 per centum of the average bond equivalent rate of the 13 week Treasury bills auctioned immediately prior to the date on which such payment became delinquent, or auctioned immediately prior to the beginning of each additional 3 month period if the period of delinquency exceeds 3 months.

ARTICLE VIII - HOLD AND SAVE

The Non-Federal Sponsors shall hold and save the Government free from all damages arising from design, construction, operation and maintenance of the Project, except for damages due to the fault or negligence of the Government or its contractors.

ARTICLE IX - DISPUTE RESOLUTION

As a condition precedent to a party bringing any suit for breach of this Agreement, that party must first notify the other party in writing of the nature of the purported breach and seek in good faith to resolve the dispute through negotiation. If the parties cannot resolve the dispute through negotiation, they may agree to a mutually acceptable method of non-binding alternative dispute resolution with a qualified third party acceptable to the parties. Each party shall pay an equal share of any costs for the services provided by such a third party as such costs are incurred. The existence of a dispute shall not excuse the parties from performance pursuant to this Agreement.

ARTICLE X - MAINTENANCE OF RECORDS AND AUDITS

A. The parties shall develop procedures for the maintenance by the Non-Federal Sponsors of books, records, documents, or other evidence pertaining to costs and expenses for a minimum of three years after the final accounting. The Non-Federal Sponsors shall assure that such materials are reasonably available for examination, audit, or reproduction by the Government.

B. The Government may conduct, or arrange for the conduct of, audits of the Project. Government audits shall be conducted in accordance with applicable Government cost principles and regulations. The Government's costs of audits shall not be included in construction costs, but shall be included in calculating the Federal Participation Limit.

C. To the extent permitted under applicable Federal laws and regulations, the Government shall allow the Non-Federal Sponsors to inspect books, records, documents, or other evidence pertaining to costs and expenses maintained by the Government, or at the request of the Non-Federal Sponsors, provide to the Non-Federal Sponsors or independent auditors any such information necessary to enable an audit of the Non-Federal Sponsors' activities under this Agreement. The costs of non-Federal audits shall be paid solely by the Non-Federal Sponsors without reimbursement or credit by the Government.

ARTICLE XI - RELATIONSHIP OF PARTIES

In the exercise of their respective rights and obligations under this Agreement, the Government and the Non-Federal Sponsors each act in an independent capacity, and neither is to be considered the officer, agent, or employee of the other. Neither party shall provide, without the consent of the other party, any contractor with a release that waives or purports to waive any rights a party may have to seek relief or redress against that contractor.

ARTICLE XII - NOTICES

A. Any notice, request, demand, or other communication required or permitted to be given under this Agreement shall be deemed to have been duly given if in writing and delivered personally or mailed by registered or certified mail, with return receipt, as follows:

If to the Non-Federal Sponsors:

Secretary
Maryland Department of Natural Resources
Tawes State Office Building
580 Taylor Avenue
Annapolis, MD 21401

County Commission President
Worcester County
1 W. Market St. Room 1103
Snow Hill, MD 21863

If to the Government:

District Commander
Baltimore District
2 Hopkins Plaza
Baltimore, MD 21210

B. A party may change the recipient or address to which such communications are to be directed by giving written notice to the other party in the manner provided in this Article.

ARTICLE XIII - CONFIDENTIALITY

To the extent permitted by the laws governing each party, the parties agree to maintain the confidentiality of exchanged information when requested to do so by the providing party.

ARTICLE XIV - THIRD PARTY RIGHTS, BENEFITS, OR LIABILITIES

Nothing in this Agreement is intended, nor may be construed, to create any rights, confer any benefits, or relieve any liability, of any kind whatsoever in any third person not a party to this Agreement.

ARTICLE XV - JOINT AND SEVERAL RESPONSIBILITY OF THE NON-FEDERAL SPONSORS

The obligations and responsibilities of the Non-Federal Sponsors shall be joint and several, such that each Non-Federal Sponsor shall be liable for the whole performance of the obligations and responsibilities of the Non-Federal Sponsors under the terms and provisions of this Agreement. The Government may demand the whole performance of said obligations and responsibilities from any of the entities designated herein as one of the Non-Federal Sponsors.

ARTICLE XVI - OBLIGATIONS OF FUTURE APPROPRIATIONS

The Non-Federal Sponsors intend to fulfill fully their obligations under this Agreement. Nothing herein shall constitute, nor be deemed to constitute, an obligation of future appropriations by the legislature of the State of Maryland, where creating such an obligation would be inconsistent with Article III, Section 32 of the Constitution of the State of Maryland. Nothing herein shall constitute, nor be deemed to constitute, an obligation of future appropriations by Worcester County, Maryland, where creating such an obligation would be inconsistent with the County Government Article of the Code of Public Local Laws of Worcester County, Maryland Section 4-201. If the Non-Federal Sponsors are unable to, or do not, fulfill their obligations under this Agreement, the Government may exercise any legal rights it has to protect the Government's interests.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, which shall become effective upon the date it is signed by the District Commander.

DEPARTMENT OF THE ARMY

MARYLAND DEPARTMENT OF
NATURAL RESOURCES

BY: _____
JOHN T. LITZ, PMP
Colonel, U.S. Army
Commander and District Engineer

BY: _____
JEANNIE HADDAWAY-RICCIO
Secretary

DATE: _____

DATE: _____

COUNTY COMMISSIONERS OF
WORCESTER COUNTY, MARYLAND

BY: _____
DIANA PURNELL
County Commission President

DATE: _____

CERTIFICATION OF LEGAL REVIEW

The Agreement for the planning, design and construction of the Ocean City Harbor and Inlet Navigation Improvements, Worcester County, Maryland has been fully reviewed by the Office of Counsel, U.S. Army Engineer District, Baltimore, Maryland, and is legally sufficient.



Francine Diggs
Acting District Counsel

DATE: 1/28/2019

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

JEANNIE HADDAWAY-RICCIO
SECRETARY, MARYLAND DEPARTMENT OF NATURAL RESOURCES

DATE: _____

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

DIANA PURNELL
COUNTY COMMISSION PRESIDENT, WORCESTER
COUNTY, MARYLAND

DATE: _____

CERTIFICATE OF AUTHORITY

I, Maureen Howarth, do hereby certify that I am the principal legal officer for Worcester County, Maryland, that the County Commissioners of Worcester County, Maryland, is a legally constituted public body with full authority and legal capability to perform the terms of the Agreement between the Department of the Army and the County Commissioners of Worcester County, Maryland, in connection with the Ocean City Harbor and Inlet Navigation Improvements Project, Worcester County, Maryland, and to pay damages, if necessary, in the event of the failure to perform in accordance with the terms of this Agreement, as required by Section 221 of Public Law 91-611, as amended (42 U.S.C. 1962d-5b), and that the person who executed this Agreement on behalf of the County Commissioners of Worcester County, Maryland, acted within her statutory authority.

IN WITNESS WHEREOF, I have made and executed this certification this _____ day of _____ 20__.

Maureen Howarth
County Attorney



12

RECEIVED
JAN 29 2018
Worcester County Admin

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

JOHN H. TUSTIN, P.E.
DIRECTOR

MEMORANDUM

JOHN S. ROSS, P.E.
DEPUTY DIRECTOR

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

TO: Harold L. Higgins, Chief Administrative Officer
FROM: John H. Tustin, P.E., Director *JHT*
DATE: January 29, 2019
SUBJECT: FY19 Asphalt Overlay Bid
Department of Public Works - Roads Division

DIVISIONS

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

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

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

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

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

Attached for your review and approval are bid documents for the purchase of Bituminous Concrete for resurfacing approximately 13.59± miles of County roadway, to furnish and apply roughly 12,220± square yards of paving fabric to approximately 1.02± miles of County roadway and for resurfacing approximately 1.90± miles for the Solid Waste Division of the Department of Public Works. Included in this packet is the Notice to Bidders, Specifications, Bid Forms, Listing of County Roads to be resurfaced, and Vendor List. Once the Commissioners have had the opportunity to review the packet, it is requested that authorization is provided to solicit bids for the purchase of Bituminous Concrete.

Funding in the amount of \$1,000,000.00 for road resurfacing projects was approved in the current FY19 operating budget in the general fund account 100.1202.6140.010. In addition, funding in the amount of \$500,000.00 is available in the Assigned Fund Balance. Separate funding in the amount of \$175,000 has been set aside and will be utilized for the resurfacing of Central Site Lane for the Solid Waste Division.

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

Attachments

cc: Frank J. Adkins
Mike Mitchell

DRAFT

NOTICE TO BIDDERS

Blacktop Surfacing of Roadways Worcester County, Maryland

The Worcester County Commissioners are currently accepting bids for county-wide surfacing of various sections of roadways in Worcester County to be completed by June 14, 2019 requiring approximately 14,196 Tons of Superpave 9.5mm Bituminous Concrete for paving of roughly 13.59 miles of road and to furnish and install roughly 12,220 square yards of Hatelit G-50 paving fabric with performance grade asphalt to approximately 1.02 miles of road for the Roads Division of Public Works. This will also include approximately 2,332 tons of Superpave 9.5mm Bituminous Concrete for paving approximately 1.90 miles of road for the Worcester County Department of Public Works Solid Waste Division. Bid specification packages and bid forms are available from the Office of the County Commissioners, Room 1103 – Worcester County Government Center, One West Market Street, Snow Hill, Maryland 21863, obtained online at www.co.worcester.md.us or by calling the Commissioners' Office at 410-632-1194 to request a package by mail. **Sealed bids will be accepted until 1:00 p.m., Monday, February 25, 2019**, in the Office of the County Commissioners at the above address, at which time they will be opened and publicly read aloud. Envelopes shall be marked "**Blacktop Bid**" in the lower left-hand corner. After opening, bids will be forwarded to the Department of Public Works for tabulation, review and recommendation to the County Commissioners for their consideration at a future meeting. In awarding the bid, the Commissioners reserve the right to reject any and all bids, waive formalities, informalities and technicalities therein, and to take whatever bid they determine to be in the best interest of the County considering lowest or best bid, quality of goods and work, time of delivery or completion, responsibility of bidders being considered, previous experience of bidders with County contracts, or any other factors they deem appropriate. All inquiries shall be directed to Frank Adkins, Roads Superintendent, at 410-632-2244, Monday through Thursday, 6:00 a.m. to 4:30 p.m.

Bid Specifications

The Worcester County Commissioners are currently accepting bids on Bituminous Concrete. Sealed bids will be accepted until **1:00 PM, Monday, February 25, 2019**, at the Worcester County Commissioners Office, Room 1103, Worcester County Government Center, One West Market Street, Snow Hill, MD 21863 at which time they will be opened and publicly read aloud. After opening, bids will be forwarded to the Department of Public Works for tabulation, review and recommendation to the County Commissioners for award at a future date. **Envelopes must be marked in lower left corner with "Blacktop Bid"**.

The work is to be completed by **June 14, 2019**. No bid bond is required. If all work is not completed as specified within liquidated damages shall be imposed as stated. **A pre-construction meeting will be required within five (5) days prior to commencement of work.**

ITEM I - BLACK TOP SPECIFICATIONS:

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

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

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

Part A-2 - The contractor will use Bituminous Concrete Material Surface Course which will be placed at approximately **two (2)** inches± compacted depth during the installation of paving fabric as described in item 2, Superpave 9.5mm. Quantities are approximate and unit prices shall apply regardless of any increase or decrease in the estimated quantities.

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

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

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

Warranty:

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

Description:

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

Asphalt distributing equipment per SHA specifications.

Power broom required. See following section below.

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

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

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

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

Weather:

Referenced SHA section 503.03.02

Foundation Preparation:

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

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

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

Verification:

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

Maintenance, Protection and Performance of the Work:

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

Communication: Any communication efforts with manufacturer and/or subcontractors need to be coordinated by the successful bidder.

ITEM II – PAVING FABRIC SPECIFICATIONS – Part B:

Description:

This work consists of furnishing and placing high strength geosynthetic reinforcement within the pavement structure.

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

A manufacturer's representative must be present, at minimum, for the first day of installation of the pavement interlayer and available thereafter upon request by the contractor or Department of Public Works Director or Roads Superintendent.

References:

American Society for Testing and Materials (ASTM)

1. D 4354 Practice for Sampling of Geosynthetics for Testing
2. D 6637 Test method for tensile properties of geogrids
3. D 4759 Practice for determining the specification conformance of geosynthetics
4. D 4873 Guide for identification, storage, and handling of geotextiles

Definitions:

Minimum Average Roll Value (MARV): Property calculated as typical minus two standard deviations. Statistically, it yields a 95.0% degree of confidence that any sample taken during assurance testing will exceed value reported.

Submittals:

The contractor shall provide to the Roads Superintendent a certificate stating the name of the manufacturer, product name, style number, chemical composition of the product and other pertinent information to fully describe the geosynthetic. The certification shall state that the furnished geosynthetic meets MARV requirements of the specification as evaluated under the manufacturer's quality control program.

Manufacturer Qualifications:

The manufacturing facility shall be ISO 9001 registered.

Delivery, Storage, and Handling:

A. Contractor shall inspect the roll goods upon delivery to ensure that the proper material has been received.

B. During all periods of shipment and storage, the rolls shall be wrapped in a protective poly wrap and not exposed to temperatures exceeding 150°F. General storage and handling of the rolls shall be in accordance with procedures identified in ASTM D 4873. Product labels shall clearly show the manufacturer or supplier name, style number, and roll number.

Product:

Materials – Geosynthetic Pavement Interlayer

The pavement interlayer shall consist of continuous fiberglass filaments with a bituminous asphalt coating and a lightweight polypropylenes nonwoven fabric bonded to the glass grid. The material shall conform to the physical properties in Table 1. All values are Minimum Average Roll Values (MARV) based on a 95% confidence level unless a range is indicated.

TABLE 1 – Physical Properties for Pavement Interlayer	
Property	Units
Mass/Unit Area, oz/yd² (ASTM D 5261)	9.5
Aperture Size, inches (measured)	1.2 x 1.2
Open Area of Grid, (CWO 22125)	>80%
Tensile Strength-Single Rib, lb/ft (ASTM D 6637)	3,425 x 3,425
Elongation at Break, % (ASTM D 6637)	<3%
Identification of Fibers, °F (°C) (ASTM D 276)	490 (255)
Asphalt Retention, (ASTM D-6140)	0.10 gal/yd ²
Roll Size, feet	12.8 x 492.1

Acceptable products for this specification are Hatelit G50 from Huesker, Inc., Charlotte, NC or equivalent.

Geogrid delivered to the site shall be subject to sampling and testing to verify specification conformance. Sampling for conformance testing shall be in accordance with ASTM D 4354 and performed at the contractor’s expense. Conformance of the geogrid material shall be established in accordance with ASTM D 4759 and Table 1 physical properties.

Geosynthetic Installer Qualification:

Geosynthetic asphalt reinforcement material shall be installed using a manufacturer’s approved certified installer.

The manufacturer certified installer shall submit a proven record of at least 1 million square yards of installed geosynthetic reinforcement material in the last 5 years.

Preparation:

Surface Preparation: The material must always be installed between bituminous surfaces. A non-bituminous surface should be covered with a bituminous regulating surface. The surface upon which the material is to be placed shall be free of all loose milled asphalt, dirt, gravel, water, and vegetation. Any cracks wider than ¼ of an inch shall be sealed with an asphalt sealer meeting the requirements of the asphalt sealer specifications. Repair larger cracks, potholes, depressions, and irregularities. A leveling course may be required should irregularities be excessive.

The County will trim the shoulders of roads to have G50 Hatelit Paving Fabric installed and paved. The County will patch all potholes as deemed necessary.

Application of Tack Coat: A tack coat must be applied uniformly and without streaking to the pavement surface prior to installation of the Geogrid reinforcement. Tack coat shall be 100% of performance grade asphalt binder (Example PG64-22). Tack coat shall be applied per manufacturer’s installation guidelines and based on project site-specific conditions

Installation:

Material Placement: The geogrid shall be placed directly onto the tack coat, with the geotextile fabric facing down and the geogrid facing up. The geogrid shall be installed taut, without any folds or creases.

Overlap shall be six (6) inches on roll edges and ten (10) inches at roll ends. Overlap the geogrid in a shingle fashion so that the paving train does not lift the leading edge of the overlap.

At all geogrid-to-geogrid overlaps at roll ends or curves, spray additional hot tack coat between the geogrid layers and seal tight.

Asphalt Overlay: Place a minimum of 1.5 inches of compacted hot mix asphalt above the geogrid or in accordance with project specifications. The paver and delivery vehicles should move carefully over the geogrid-covered surface to avoid displacement. Sharp turns, rapid changes in speed and hard braking should be avoided.

Technical Support: During the initial phases of installation of pavement reinforcing geogrid, a manufacturer's representative can be requested to be available on site to provide technical support, supervision, and instruction.

Weather: Proper weather conditions for installation of G50 Hatelit paving fabric to be determined by manufacturer.

Communication: Any communication efforts with manufacturer and/or subcontractors need to be coordinated by the successful bidder.

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

ITEM I AND II – SPECIFICATIONS:

POC:

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

Mail and paper box care:

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

MAINTENANCE OF TRAFFIC

Conformance requirements:

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

SHA "Book of Highway Standards"

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

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

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

Referenced SHA section 104.02.03

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

Temporary Traffic Signs (TTS):

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

Cones:

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

Flaggers-Pilot Vehicles-Radio Communication:

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

Basis of Payment:

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

MOBILIZATION:

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

METHOD OF MEASUREMENT AND BASIS OF PAYMENT

All correspondence and invoices are to be sent to the Worcester County Department of Public Works, Roads Division, 5764 Worcester Highway, Snow Hill, MD 21863. **Please note Part C will need to be billed separately.**

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

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

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

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

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

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

MEASUREMENT AND PAYMENT

1. **MEASUREMENT OF QUANTITIES** - The Engineer shall make final measurements to determine the quantities of various items of work performed as the basis of final settlement. Pay weight for all items to be paid for by weight shall be determined by actual certified scale weight, certified shipping weight, or by computed weight as specified herein. Materials specified for measurement by tallying of vehicles shall be hauled only in approved units, the carrying capacity of which has been pre-determined. Each hauling unit shall be marked to designate its approved capacity.
2. **PARTIAL PAYMENTS** - Partial payments shall be made monthly in an amount not greater than 90% of the money earned during the pay month. The Contractor shall prepare the application for payment in form satisfactory to the Engineer. Process time shall be thirty (30) days upon receipt.
3. **ACCEPTANCE AND FINAL PAYMENT** - When in the opinion of the Engineer, the Contractor has completed the work in a satisfactory manner in accordance with the terms of the contract, the Engineer shall make final inspection of the entire project and shall certify in writing to the County as to the completion of the work submitting with this report the final estimate showing the amount of each item of work performed as the value thereof.
4. **RELEASE OF LIENS** - The Contractor shall deliver (in a form satisfactory to the owner) a written report to the effect that all bills for labor, materials, and supplies have been paid or satisfactorily secured.
5. **CONSENT OF SURETY** - Projects bonded by a surety bond will require written **CONSENT OF SURETY FOR FINAL PAYMENT.**

BID FORM
Part A-1 and A-2
“FY19 – Blacktop Bid”

Part A-1: I/We have reviewed the specifications and provisions for furnishing and applying approximately 12,838 tons± of Superpave 9.5mm Bituminous Concrete (**1-1/2 inches±** compacted depth) to approximately 12.57 miles± of roads at various locations in Worcester County.

Part A-2: I/We hereby propose to furnish and apply I/We have reviewed the specifications and provisions for furnishing and applying approximately 1,358 tons± of Superpave 9.5mm Bituminous Concrete (**two inches±** compacted depth) to approximately 1.02 miles± of roads at various locations in Worcester County. I/We hereby propose to furnish and apply:

14,196 Tons± Bituminous Concrete @ \$ _____ fixed price per ton = \$ _____

Work is to be completed by **June 14, 2019.**

BID MUST BE SIGNED TO BE VALID.

Date: _____ Signature: _____

Typed Name: _____

Title: _____

Firm: _____

Address: _____

Phone: _____

PROPOSED PAVING FY19 – Part A-1

<i>1-1/2 inches± compacted depth</i>		<u>Length</u>	<u>Width</u>	<u>Tons</u>
Back Creek Road	St Martins Neck Rd - MB #11743	1.74	21'	1786
Bunting Road - South	All	0.62	21'	647
Church Street	All	0.14	16'	110
Danzi Road	All	0.06	22'	65
Danzi Road	All	0.14	36'	246
Danzi Road	cul-de-sac 44' radius			169
Industrial Park Road	Caterpillar Road - Tel Ped #5	0.30	25'	367
Payne Road	Critcher Rd - Va Line	0.32	17'	266
Pennewell Road	All	1.91	19'	1,774
Pitts Road	Old Rt 113 - Church St	0.11	42'	226
Pocomoke Beltway	joint N of RRxng - joint S of Broad St	0.06	40'	117
Sheephouse Road	Buck Harbor Rd - MB #3540	0.62	22'	707
Sheppards Crossing Road	Rt 610 -Shavox Church Road	1.65	19'	1,573
Sheppards Crossing Road	Shavox Church Rd - Nelson Road	1.73	18'	1,522
South Piney Point Road	All	0.65	23'	731
South Piney Point Road	cul-de-sac 38' radius			126
Whitesburg Road	MB 6641 - guardrail at bridge	1.97	20'	1,966
Whitesburg Road - loop	All	0.55	16'	440

Total 12.57 12,838

Proposed FY19 Paving - Part A-2

<i>2 inches± compacted depth</i>		<u>Length</u>	<u>Width</u>	<u>Tons</u>
Dunn Swamp Road	start @ MB 614 towards New Bridge Rd	0.09	22'	129
New Bridge Road	start at MB 1848 to Ped #5	0.17	19'	211
New Bridge Road	start at MB 1217 to Ped #6	0.03	19'	37
New Bridge Road	start at Ped #16 towards Hillman Rd	0.02	18'	23
New Bridge Road	start at MB 1542 towards Dunn Swamp Rd	0.24	19'	297
New Bridge Road	start at MB 1775 towards Hillman Rd	0.17	19'	211
Tulls Corner Road	start at Dunn Swamp Road towards Rt 13	0.30	23'	450

Total 1.02 1,358

BID FORM
Part B
“FY19 – Fabric”

I/We have reviewed the specifications and provisions for furnishing and applying approximately 12,220 square yards± of Hatelit G-50 paving fabric with performance grade asphalt and labor to approximately 1.02 miles± of roads at various locations in Worcester County. I/We hereby propose to furnish and apply:

12,220 Sq Yds± Paving Fabric @ \$ _____ fixed price per sq yard of fabric = \$ _____

Work is to be completed by **June 14, 2019**.

BID MUST BE SIGNED TO BE VALID.

Date: _____ Signature: _____

Typed Name: _____

Title: _____

Firm: _____

Address: _____

Phone: _____

PROPOSED FABRIC FY19 – Part B

		<u>Length</u>	<u>Width</u>	<u>Sq Yds of Fabric</u>
Dunn Swamp Road	start @ MB 614 towards New Bridge Rd	0.09	22'	1,162
New Bridge Road	start at MB 1848 to Ped #5	0.17	19'	1,895
New Bridge Road	start at MB 1217 to Ped #6	0.03	19'	334
New Bridge Road	start at Ped #16 towards Hillman Rd	0.02	18'	211
New Bridge Road	start at MB 1542 towards Dunn Swamp Rd	0.24	19'	2,675
New Bridge Road	start at MB 1775 towards Hillman Rd	0.17	19'	1,895
Tulls Corner Road	start at Dunn Swamp Road towards Rt 13	0.30	23'	4,048

Total 1.02 12,220

BID FORM
Part C
“FY19 – Blacktop Bid”

I/We have reviewed the specifications and provisions for furnishing and applying approximately 2,332 tons± of Superpave 9.5mm Bituminous Concrete (1-1/2 inches± compacted depth) to approximately 1.9 miles± of road for the Solid Waste Division of Public Works. I/We hereby propose to furnish and apply:

2,332 Tons± Bituminous Concrete @ \$ _____ fixed price per ton = \$ _____

Work is to be completed by **June 14, 2019**.

BID MUST BE SIGNED TO BE VALID.

Date: _____ Signature: _____

Typed Name: _____

Title: _____

Firm: _____

Address: _____

Phone: _____

PROPOSED PAVING FY19 – Part C

<i>1-1/2 inches± compacted depth</i>		<u>Length</u>	<u>Width</u>	<u>Tons</u>
Central Site Lane	Rt 113 – Cell 5	1.80	25'	2,200
Central Site Lane	Approach	.04	26'	54
Central Site Lane	Approach	.06	26'	78

Total 1.90 2,332

VENDOR LIST:

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

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

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

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

River Asphalt, L.L.C.
30548 Thorogood Road
Dagsboro, Delaware 19939
Attn: Ryan Taylor
Phone No.: 302-363-7365
Fax No.: 302-934-0886
E-mail: rtaylor@hkgroup.com

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

Pavement Corporation
2255 Pinefield Station Road
Post Office Box 1498
Waldorf, Maryland 20604
Attn: Mark Melvin
Phone No.: 240-682-9520
Fax No.: 301-396-5783
Email: markm@pavementcorp.com

Del-Mar-Va Paving LLC
Post Office Box 1519
Easton, MD 21601
Attn: Mac Nossick
Phone No.: 302-629-7995
Fax No.: 302-629-7964
Email: macdmvpaving@gmail.com

Asphalt Emulsion Industries, LLC
Post Office Box 38128
Henrico, Virginia 23231
Attn: Eugene Cifers
Phone No.: 804-716-7900
Fax No.: N/A
Email: ecifers@asphalt-emulsion.com

American Paving Fabrics, Inc.
6910 O' Conner Road
Hanover, Maryland 21076
Attn: Shaun McGrath
Phone No.: 410-379-2209
Fax No.: 410-796-0272
Email: selina@americanpavingfabrics.com

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

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

Slurry Pavers, Inc.
3617 Nine Mile Road
Richmond, VA 23223
Attn: Carter Dabney
Phone No.: 804-264-0707
Fax No.: 804-264-0219
E-mail: cdabney@slurrypavers.com

Asphalt Paving Systems
500 N. Egg Harbor Road
Post Office Box 530
Hammonton, NJ 08037
Attn: Walter Percy III
Phone No.: 609-561-4161
Fax No.: 609-567-2824
E-mail: wpercyiii@ashpaltpavingsystems.com

RECEIVED
JAN 29 2018
Worcester County Admin



13

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

JOHN H. TUSTIN, P.E.
DIRECTOR

MEMORANDUM

JOHN S. ROSS, P.E.
DEPUTY DIRECTOR

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

TO: Harold L. Higgins, Chief Administrative Officer
FROM: John H. Tustin, P.E., Director *JHT*
DATE: January 28, 2019
SUBJECT: FY19 - Slurry Seal Bid
Department of Public Works – Roads Division

DIVISIONS

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

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

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

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

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

Attached for your review and approval are bid documents for the application of Slurry Seal for resurfacing approximately 12.73± miles of County Roadway. Included in this packet is the Notice to Bidders, Specifications, Bid Form, Listing of County Roads to be resurfaced, and Vendor List. Once the Commissioners have had the opportunity to review the packet, it is requested that authorization is provided to solicit bids for this project.

Funding in the amount of \$1,000,000.00 for road resurfacing projects was approved in the current FY19 operating budget in the general fund account 100.1202.6140.010. In addition, funding in the amount of \$500,000.00 is available in the Assigned Fund Balance.

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

Attachments

cc: Frank J. Adkins

DRAFT

NOTICE TO BIDDERS

Slurry Seal Surfacing of Roadways Worcester County, Maryland

The Worcester County Commissioners are currently accepting bids for county-wide slurry seal surfacing of various sections of roadways in Worcester County to be completed by June 14, 2019 and requiring approximately 186,666 square yards of Slurry Seal for roughly 12.73 miles of road for the Roads Division of Public Works. Bid specification packages and bid forms are available from the Office of the County Commissioners, Room 1103 – Worcester County Government Center, One West Market Street, Snow Hill, Maryland 21863-1195, obtained online at www.co.worcester.md.us or by calling the Commissioner's Office at 410-632-1194 to request a package by mail. **Sealed bids will be accepted until 1:00 p.m., Monday, February 25, 2019**, in the Office of the County Commissioners at the above address, at which time they will be opened and publicly read aloud. Envelopes shall be marked "**Slurry Seal Bid**" in the lower left-hand corner. After opening, bids will be forwarded to the Department of Public Works for tabulation, review and recommendation to the County Commissioners for their consideration at a future meeting. In awarding the bid, the Commissioners reserve the right to reject any and all bids, waive formalities, informalities and technicalities therein, and to take whatever bid they determine to be in the best interest of the County considering lowest or best bid, quality of goods and work, time of delivery or completion, responsibility of bidders being considered, previous experience of bidders with County contracts, or any other factors they deem appropriate. All inquiries shall be directed to Frank Adkins, Roads Superintendent, at 410-632-2244, Monday through Thursday, 6:00 a.m. to 4:30 p.m.

Bid Specifications

The Worcester County Commissioners are currently accepting bids on Slurry Seal. Sealed bids will be accepted until **1:00 PM, Monday, February 25, 2019**, at the Worcester County Commissioners Office, Room 1103, Worcester County Government Center, One West Market Street, Snow Hill, MD 21863 at which time they will be opened and publicly read aloud. After opening, bids will be forwarded to the Department of Public Works for tabulation, review and recommendation to the County Commissioners for award at a future date. **Envelopes must be marked in lower left corner with "Slurry Seal Bid"**.

The work is to be completed by **June 14, 2019**. No bid bond is required. If all work is not completed as specified within liquidated damages shall be imposed as stated. **A pre-construction meeting will be required within five (5) days prior to commencement of work.**

ITEM I – SLURRY SEAL SPECIFICATIONS:

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

WARRANTY: All work and materials shall be warranted for a period of one year.

DESCRIPTION

This work shall consist of the application of a single course of slurry surface treatment on various roads located in Worcester County in accordance with the attached schedule.

The project requires the furnishing and application of all specified slurry seal treatment. The contractor provides all necessary labor, equipment and materials, including maintenance of traffic items and public notification.

DEFINITION OF TERMS

Single Seal Treatment is defined as one application of slurry seal treatment.

SPECIFICATIONS

All work on this project shall be done in accordance with the Maryland Department of Transportation State Highway Administration Section 507 Slurry Seal and Micro-surfacing dated August 6, 2013.

MATERIALS, APPLICATIONS, and APPLICATION RATES

Referenced SHA section 507.03.07

See Section 507.03.07(a) for Slurry Seal application.

CONSTRUCTION

SHA 507 governs as applicable

Equipment:

Referenced SHA section: 507.03.02 and 507.03.03

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

Weather:

Referenced SHA section 507.03.01

Surface Preparation:

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

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

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

Protect manholes, valve boxes, drop inlets and other service/utility entrances from the asphalt emulsion seal by a suitable method, as approved.

Clean the existing surface and remove all objectionable materials. Ensure the pavement surface is free of standing or pooling water prior to applying tack coat and asphalt emulsion seal.

Seal treatment:

Referenced SHA section 507.03.09 (b) (c) (d) (e)

Tie-Ins for Entrances and Connecting Roads:

Make tie-ins at entrances and connecting roads as directed.

Certification:

Furnish certified weigh tickets daily for the emulsion, residual asphalt content, latex emulsion, aggregate, and mineral filler. The weigh tickets will be used to determine in-place application rates.

Rolling:

Rolling is required for parking facilities only. Roll parking facilities using a self-propelled, 10-ton (maximum) pneumatic-tire roller equipped with a water spray system, as directed. Do not commence rolling until the asphalt emulsion seal has cured sufficiently, as determined.

Maintenance, Protection and Performance of the Work:

The contractor shall exercise control of the delivery and application of the surface treatment materials to prevent damage to the roadway surface. The speed of the delivery equipment and pilot truck shall be limited as directed by the inspector. The maintenance and protection shall include, but not be limited to, the placement of signs; the use of flaggers and pilot trucks. In the event a failure occurs prior to acceptance, the contractor shall repair or replace the failed treatment as directed by the Engineer.

POC:

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

Mail and paper box care:

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

MAINTENANCE OF TRAFFIC

Conformance requirements:

- Referenced SHA section 507.03.13
- SHA “Standard Specifications for Construction and Materials” (SHA Standard Specifications) section 104
- SHA “Book of Highway Standards”
- FHA “Manual on Uniform Traffic Control Devices” (MUTCD)

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

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

Referenced SHA section 104.02.03

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

Temporary Traffic Signs (TTS):

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

Cones:

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

Flaggers-Pilot Vehicles-Radio Communication:

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

Basis of Payment:

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

MOBILIZATION:

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

Any specifications not listed in this bid packet please refer to SHA Section 507 Slurry Seal and Micro-surfacing.

METHOD OF MEASUREMENT AND BASIS OF PAYMENT

Slurry Seal Treatment will be measured and paid for at the Contract unit price per square yard for one or more of the items listed in the schedule of prices in the bid proposal. The payment will be full compensation for mobilization, maintenance of traffic, preparation, furnishing, hauling, placing all required materials, public notification, and for all labor, equipment, tools, and incidentals necessary to complete the work.

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

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

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

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

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

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

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

MEASUREMENT AND PAYMENT

1. **MEASUREMENT OF QUANTITIES** - The Engineer shall make final measurements to determine the quantities of various items of work performed as the basis of final settlement.

Pay weight for all items to be paid for by weight shall be determined by actual certified scale weight, certified shipping weight, or by computed weight as specified herein.

Materials specified for measurement by tallying of vehicles shall be hauled only in approved units, the carrying capacity of which has been pre-determined. Each hauling unit shall be marked to designate its approved capacity.

2. **PARTIAL PAYMENTS** - Partial payments shall be made monthly in an amount not greater than 90% of the money earned during the pay month. The Contractor shall prepare the application for payment in form satisfactory to the Engineer. Process time shall be thirty (30) days upon receipt.
3. **ACCEPTANCE AND FINAL PAYMENT** - When in the opinion of the Engineer, the Contractor has completed the work in a satisfactory manner in accordance with the terms of the contract, the Engineer shall make final inspection of the entire project and shall certify in writing to the County as to the completion of the work submitting with this report the final estimate showing the amount of each item of work performed as the value thereof.
4. **RELEASE OF LIENS** - The Contractor shall deliver (in a form satisfactory to the owner) a written report to the effect that all bills for labor, materials, and supplies have been paid or satisfactorily secured.
5. **CONSENT OF SURETY** - Projects bonded by a surety bond will require written **CONSENT OF SURETY FOR FINAL PAYMENT**.

BID FORM

“FY19 – Slurry Seal”

I/We have reviewed the specifications and provisions for furnishing and applying approximately 186,666 square yards ± of Slurry Seal to approximately 12.73 miles ± of roads at various locations in Worcester County and understand said requirements. I/We hereby propose to furnish and apply.

186,666 Square Yards ± Slurry Seal @ \$ _____ per square yard = \$ _____

Work is to be completed by **June 14, 2019**.

BID MUST BE SIGNED TO BE VALID.

Date: _____

Signature: _____

Typed Name: _____

Title: _____

Firm: _____

Address: _____

Phone: _____

PROPOSED FY19 SLURRY SEAL

		<u>Miles</u>	<u>Width</u>	<u>Sq Yds</u>
Bayscape Drive		0.06	19'	669
Bent Creek Court		0.03	24'	422
Bent Creek Court	cul-de-sac 42' radius			154
Bent Creek Road		0.22	37'	4,775
Bent Creek Road		0.22	24'	3,098
Blue Heron Circle		0.32	24'	4,506
Blue Heron Court		0.03	23'	405
Blue Heron Court	cul-de-sac 35' radius			107
Breakwater Court		0.02	37'	434
Breakwater Court	cul-de-sac 45' radius			177
Broken Sound Blvd	2 lanes	0.74	24'	10,420
Broken Sound Blvd	accel/decel lane	0.06	9'	317
Broken Sound Blvd	accel/decel lane	0.05	9'	264
Cedar Creek Road		0.22	23'	2,969
Cedar Creek Road	cul-de-sac 35' radius			107
Coastal Marsh Drive		0.46	21'	5,667
Commons Drive		0.09	24'	1,267
Deer Point Circle		0.34	24'	4,787
Deer Point Circle	cul-de-sac 40' radius			140
Deer Point Circle	entrance - 2 lanes	0.04	12'	282
Deer Point Circle	accel/decel lane	0.05	16'	469
Dune Grass Drive		0.14	24'	1,971
Egret Court		0.04	23'	540
Emory Drive		0.14	24'	1,971
Gateway Court		0.02	24'	282
Gateway Court	cul-de-sac 41' radius			147
Godspeed Drive		0.16	24'	2,253
Godspeed Drive	cul-de-sac 41' radius			147

		<u>Miles</u>	<u>Width</u>	<u>Sq Yds</u>
Habitat Court		0.05	19'	557
Habitat Court	cul-de-sac 35' radius			107
Harbor Lights Drive		0.13	24'	1,830
Harbor Lights Drive	cul-de-sac 40' radius			140
Hidden Bay Drive	Coastal Marsh Dr - Hidden Bay Dr	0.03	19'	334
Hidden Bay Drive	Coastal Marsh Dr - Landings Blvd	0.21	21'	2,587
Hidden Bay Drive	Coastal Marsh Dr - Landings Blvd	0.71	21'	8,747
Hollyberry Circle		0.06	21'	739
Indian Trail Drive		0.10	24'	1,408
Indian Trail Drive	cul-de-sac 40' radius			140
Iron Gate Court	cul-de-sac 41' radius			147
Kennebunk Court	2 lanes	0.02	12'	140
Kennebunk Court		0.14	24'	1,971
Kennebunk Court	cul-de-sac 40' radius			140
Lakeview Drive		0.23	24'	3,238
Landings Blvd		0.39	21'	4,805
Longview Court		0.01	37'	217
Longview Court	cul-de-sac 45' radius			177
Madison Avenue		0.49	37'	10,636
Madison Avenue	cul-de-sac 43' radius (end) / cul-de-sac 44' radius			330
Misty Shore Drive		0.12	24'	1,690
Misty Shore Drive	(2) cul-de-sacs 41' radius			294
Mountain Laurel Court		0.09	24'	1,267
Mountain Laurel Court	cul-de-sac 40' radius			140
Nantucket Court	44' radius			169
North Park Drive		0.10	15'	880
Ocean Reef Drive		0.58	26'	8,847
Ocean Reef Drive	cul-de-sac 41' radius			147

		<u>Miles</u>	<u>Width</u>	<u>Sq Yds</u>
Ocean Reef Drive	2 lanes	0.04	12'	282
Ocean Reef Drive	accel/decel lane	0.03	8'	141
Ocean Vista Drive		0.13	19'	1,449
Pennington Place		0.17	24'	2,394
Pennington Place	(2) cul-de-sac 40' radius			280
Peyton Court		0.16	23'	2,159
Peyton Court	cul-de-sac 40' radius			140
Piney Island Drive		1.35	23'	18,216
Piney Island Drive	cul-de-sac 54'			127
Shadow Pond Court		0.02	37'	434
Shadow Pond Court	cul-de-sac 40' radius			140
Shady Grove Court		0.05	24'	704
South Park Drive		0.11	15'	968
Sugar Hill Court		0.10	24'	1,408
Sugar Hill Court	cul-de-sac 40' radius			140
Sunflower Court		0.18	23'	2,429
Ten Point Court		0.19	24'	2,675
Ten Point Court	cul-de-sac 40' radius			140
Timberlake Court		0.02	24'	282
Timberlake Court	cul-de-sac 41' radius			147
Timberneck Drive		0.17	24'	2,394
Timberneck Drive	cul-de-sac 45' radius			177
Turtle Court		0.02	37'	434
Turtle Court	cul-de-sac 40' radius			140
Turtle Mill Road		0.17	23'	2,294
Turtle Mill Road	cul-de-sac 40' radius			140
Whisper Trace Drive		0.69	26'	10,525
Whisper Trace Drive		0.41	37'	8,900
Whispering Woods Dr	entrance - 2 lanes	0.14	20'	1,642

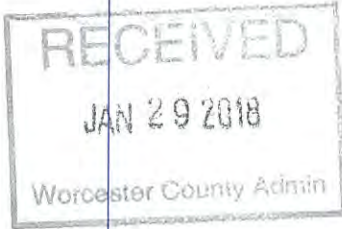
		<u>Miles</u>	<u>Width</u>	<u>Sq Yds</u>
Whispering Woods Dr	entrance Rt 611 - MB 12613	0.01	15'	88
Whispering Woods Dr	MB 12613 - cul-de-sac	0.50	24'	7,040
Whispering Woods Dr	cul-de-sac 40' radius			140
White Crane Drive		0.17	24'	2,394
Willow Dale Court		0.02	24'	282
Willow Dale Court	cul-de-sac 42' radius			154
Winding Creek Drive		0.29	24'	4,083
Winding Creek Drive	cul-de-sac 45' radius			177
Winding Trail Drive		0.29	24'	4,083
Windswept Drive		0.23	24'	3,238
Windswept Drive	cul-de-sac 40' radius			140
Wood Cove Drive		0.04	23'	540
Wood Cove Drive	cul-de-sac 34' radius			109
Woodsman Point Road		0.12	23'	1,619
Woodsman Point Road	cul-de-sac 36' radius			113
Yellow Banks Court		0.02	37'	434
Yellow Banks Court	cul-de-sac 44' radius			169
	Totals	12.73 Miles		186,666 Sq Yds

VENDOR LIST:

Slurry Pavers, Inc.
3617 Nine Mile Road
Richmond, VA 23223
Attn: Carter Dabney
Phone No.: 804-264-0707
Fax No.: 804-264-0219
E-mail: cdabney@slurrypavers.com

Asphalt Paving Systems
500 N. Egg Harbor Road
Post Office Box 530
Hammonton, NJ 08037
Attn: Walter Percy III
Phone No.: 609-561-4161
Fax No.: 609-567-2824
E-mail: wpercyiii@ashpaltpavingsystems.com

Pavement Corporation
2255 Pinefield Station Road
Post Office Box 1498
Waldorf, Maryland 20604
Attn: Rebeccaf Fittery
Phone No.: 240-682-9520
Fax No.: 301-396-5783
Email: rebeccaf@pavementcorp.com



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

MEMORANDUM

JOHN H. TUSTIN, P.E.
DIRECTOR

JOHN S. ROSS, P.E.
DEPUTY DIRECTOR

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

TO: Harold L. Higgins, Chief Administrative Officer
FROM: John H. Tustin, P.E. Director of Public Works *JHT*
DATE: January 28, 2019
SUBJECT: Sunset Village Service Area

DIVISIONS

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

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

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

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

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

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In 2003 the Sunset Village Service Area obtained funding to connect to the Mystic Harbour Water System. At that time, a pipeline interconnection was made and Sunset Village became a Mystic Harbour customer.

Like the South Point Village Service Area, which was recently dissolved, the debt has now been paid and there is no longer a need for this service area. Unlike South Point Village, the water plant at Sunset Village is in excellent condition and produces nearly 100,000 gallons of water per day. It has been used during periods of high water consumption to assist in meeting customer demands. Pictures of the facility are attached.

Considering that the Mystic Harbour Service Area has been providing this development water for the past 15 years and that the debt of the service area is now retired, we believe it is time to dissolve this service area as outlined in Section 5-311 of the Public Works Article while keeping the water plant as an asset of the Mystic Harbour Service Area. The final step in dissolving the service area would be to provide the required notice and hold a public hearing to receive comments on the proposal.

If you have any questions, please do not hesitate to contact us.

Attachments

cc: Jessica Wilson, Enterprise Fund Controller
John S. Ross, Deputy Director

- (m) Assessment appeals. Any person alleging an error in the application of the criteria or standards used in determining the number of equivalent dwelling units assessed, or in the calculation of some other method of assessment allowed under the provisions of this section, or the procedures adopted to implement the assessment system, shall be entitled to appeal, in individual cases, such assessments to the County Commissioners within such time periods and in accordance with such procedures as the County Commissioners may from time to time adopt by resolution. There shall be no appeal from the assessment methods or procedures. In the event of a reduction in assessment, the property owner shall be entitled to a refund for the then current year only.

§ PW 5-311. Dissolution.

Where the County Commissioners determine that a sanitary service area or sub-area is no longer necessary based upon the criteria set forth in § PW 5-305(b)(2)A through § PW 5-305(b)(2)E, the sanitary service area or sub-area may be dissolved in accordance with the procedures in this Subtitle for establishment.

§ PW 5-312. Additional provisions.

Nothing contained in this Subtitle shall be construed to limit or diminish any other powers or authority relating to the provision of water or wastewater service granted to the county under the Environment Article of the Annotated Code of Maryland or any other provisions of public general law. Where such other powers are in conflict with provisions of this Subtitle then the provisions of this Subtitle shall govern without any such limitation.

§ PW 5-313. Effect on existing agreements.

Nothing in this Subtitle shall abrogate or amend any such terms of any legally enforceable agreement entered into between any developer or sanitary service area and the Worcester County Sanitary District or the County Commissioners enforceable and in effect on the effective date hereof (including, but not limited to, the agreement made on the 25th day of November, 1997, by and between MH Utilities Corporation, Mystic Harbour Water and Wastewater Services, Inc. and the Worcester County Commissioners) to the extent that the provisions of this Subtitle are in conflict with matters specifically and directly addressed in said terms, otherwise the provisions of this Subtitle shall apply. Specifically, however, where such agreements provide for transfer of facilities, expansion of service areas, or service outside service areas, then the provisions of the agreement shall govern.

§ PW 5-314. Decision of Commissioners to be final.

Any person who has been denied a permit, license or approval by any county department or official acting pursuant to this Subtitle may, in writing within 30 days of such action, apply to the County Commissioners for a review of such action. The Commissioners shall provide the applicant with a right to be heard thereon upon at least 15 days notice. The decision of the Commissioners shall be final and not subject to any appeal to any board or court.

§ PW 5-305. Sanitary service areas, sub-areas and amendments.

(a) Criteria for establishment. A sanitary service area may be created only if it can be demonstrated, and the County Commissioners find that the establishment is (1) necessary for the existing or future health, safety and welfare of the public in general or is in the best interest of the county at large, and (2) feasible financially and from an engineering standpoint. A sanitary service area may include non-contiguous parcels. Parcels wholly within the boundaries of a service area may be excluded from the service area.

(b) Procedure. The procedure for the establishment of a sanitary service area, sub-area or amendment thereto shall be as follows:

(1) Initiation of the process for sanitary service areas or sub-areas to be established or amended may be by petition or by action of the County Commissioners as follows:

A. By petition. The owner or owners of property may petition the County Commissioners for the establishment of a sanitary service area to serve that sub-area or amendment thereto. The petition must describe the geographic area proposed for the sanitary service area, sub-area or amendment. The petition shall be on such forms as prescribed by the County Commissioners and must be signed by not less than 67% of the property owners in the proposed service area, sub-area or amended area. The petition shall be accompanied by a plat of the proposed service area, drawings, maps, plans, studies, construction information and other information as may be required by the County Commissioners.

B. By action of the County Commissioners. If the County Commissioners determine that the establishment of a sanitary service area, sub-area or amendment thereto may be desirable in accordance with the criteria in this Subtitle, then the Commissioners may pass a resolution providing for an investigation of such proposed sanitary service area, sub-area or amendment.

(2) Action on Petition or Resolution. The Commissioners shall make an investigation and evaluation of the proposal set forth in the petition or resolution. In evaluating the proposal, the Commissioners shall consider the following:

A. Desirability of the facility for comfort, convenience, health, safety and welfare of the people who will or in the future may be served by the proposal.

B. Feasibility of construction and operation from an engineering standpoint as well as from an economic standpoint of the proposal.

C. Whether or not the proposal is in the best interest of the public health, safety and welfare of all residents of the county.

D. Whether or not the proposal will not be unduly detrimental to the environment of the county.

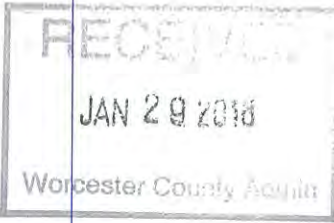
E. Whether or not the design and operation of any facility included in the proposal is in accordance with all required permits and applicable standards.

- (3) Hearing. The Commissioners shall hold at least one public hearing on the proposed establishment of a sanitary service area, sub-area or amendment thereto which shall be advertised at least once per week for two consecutive weeks prior to the hearing in a newspaper of general circulation in the area of the proposed action. The public hearing may be held in conjunction with any other public hearing required for the approval of the proposal.
- A. (Reserved)⁸
- (4) Approval/Disapproval. Following the public hearing the Commissioners may approve the proposal and establish a service area, sub-area or amend the same by resolution. The resolution shall specify and include: (1) the name of the service area or sub-area; (2) a geographic description of the service area or sub-area; (3) a description of the proposed sanitary facilities and a plan and schedule for the construction of the facilities; (4) the number of equivalent dwelling units to be served in the sanitary service area or sub-area; (5) an allocation of the equivalent dwelling units for existing parcels and for parcels planned for development; and (6) such other matters as the County Commissioners may deem appropriate. A copy of the resolution agreement implementing same and a plat of the boundaries of the service area or sub-area shall be recorded among the land records of the county. The County Commissioners may deny the proposal if it is found that the proposal is not necessary for the existing or future health, safety and welfare of the public in general or if the proposal is not feasible financially or from an engineering standpoint. Should construction of any facilities fail to commence within ten years from the date of the resolution, the County Commissioners may dissolve the service area or sub-area as herein provided. The decision of the County Commissioners shall be final. The resolution shall establish a special taxing district.
- (5) Cost and fees. In the case of a petition, all costs expended and fees, as from time to time prescribed by the County Commissioners, shall be paid by the petitioners at such time as demanded by the County Commissioners, provided, however, that the County Commissioners may determine that in a case where the petition is for the correction of existing conditions which are hazardous to the public health and the environment, the Commissioners may waive the fees or costs. In addition, the County Commissioners may pay such fees and costs and charge them to the service area or sub-area upon its establishment. Nothing herein shall preclude the County Commissioners from making other expenditures for studies or evaluations necessary to protect the health, safety and welfare of the people of the county and the environment.

8. Editor's Note: Former Subsection (b)(3)A, which provided special provisions for hearings in the Ocean Pines Sanitary Service Area, was repealed 9-16-2003 by Bill No. 03-9.

**Department of Public Works
Water and Wastewater Division
Sunset Village Water Treatment Plant Photos**





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

JOHN H. TUSTIN, P.E.
DIRECTOR

JOHN S. ROSS, P.E.
DEPUTY DIRECTOR

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

MEMORANDUM

TO: Harold L. Higgins, Chief Administrative Officer
FROM: John H. Tustin, P.E. Director of Public Works *JHT*
DATE: January 28, 2019
SUBJECT: Briddeltown Water Plant Building

DIVISIONS

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

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

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

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

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

.....
Since 2012, the Briddeltown Service Area has been purchasing bulk water from the Town of Berlin to supply the customers. This was done to address the water quality problem with the water supply well at the Briddeltown Treatment Facility.

Since that time, the water plant building that has housed water treatment equipment has been idle. Removal of the building from the county inventory would reduce the annual operating cost of this service area. The water supply wells at this location should also be properly abandoned.

As shown on the attached photographs, this building is surrounded by Stephen Decatur High School and Middle School property and is near the High School Football Field. We should inquire if the Board of Education has a need for this building. If so, it appears that it could be turned over to them with little effort since there does not appear to sit on a separate land parcel. If not, the building should be demolished to eliminate maintenance expenses.

Resolution of this matter could reduce the always tight service area budget.

If you have any questions, please do not hesitate to contact us.

Attachments

cc: Jessica Wilson, Enterprise Fund Controller
John S. Ross, Deputy Director

SUBTITLE IV

County Real and Personal Property and County Buildings

§ CG 4-401. Title to County property.

Title to all County property, both real and personal, transferred to Worcester County, the County Commissioners or any agency department or branch thereof by way of purchase, grant, gift, dedication or anyway whatsoever shall be titled to the County Commissioners of Worcester County unless otherwise specifically provided in individual cases by a resolution of the County Commissioners.

§ CG 4-402. Management of real and personal property and buildings.

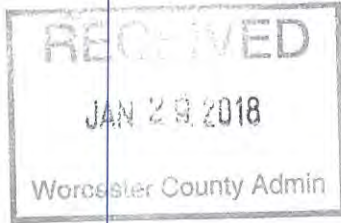
Management authority and responsibility for all County property and buildings is vested in and charged to the County Commissioners, and all decisions with regard to the use of the same and contracts with regard thereto, be they for acquisition, improvement or in any way connected therewith, shall be by resolution of the County Commissioners or as may be provided by law or regulation. The County Commissioners may, at their option, by resolution or as provided by appropriate law and regulation, delegate the authority and responsibility as prescribed by this section by franchise, lease or other appropriate executive or legislative act.

§ CG 4-403. Disposition of County property when no longer used by County.

- (a) Generally. Unless otherwise provided by law, whenever the County Commissioners propose to dispose of any County-owned property or any rights incidental thereto by reason of the fact that such property is no longer required for County use, they shall first advertise the same at least once a week for three successive weeks in one or more newspapers of general circulation in said County inviting competitive bids to be made upon such terms and conditions as the County Commissioners may deem appropriate, including, without limitation, the right to accept or reject any and all bids as they see fit with regard to the disposal of such property and giving an opportunity for objections to any such disposal.
- (b) For other public use. When any County-owned property is no longer needed for use by the County Commissioners and the County Commissioners propose to dispose of the same by lease, grant or otherwise for a public purpose, as such public purpose may be from time to time determined by a five-sevenths majority vote of the County Commissioners, the Commissioners shall, prior to adopting a resolution for the disposal of such property, advertise the proposed disposal once a week for three successive weeks in one or more newspapers of general circulation in said County stating the terms of such disposal and the compensation to be received therefor and giving opportunity for objections thereto. [Amended 8-20-2002 by Bill No. 02-11]
- (c) Where bidding impractical. The County Commissioners may, by a five-sevenths majority vote, determine that it may be impractical to dispose of County-owned property or rights incidental thereto for nonpublic purposes by competitive bidding. In such cases, the County Commissioners shall, prior to adopting a resolution for the disposal of such property, advertise the proposed disposal once a week for three successive weeks in one or more newspapers of general circulation in said County stating the terms of such disposal and the compensation to be received therefor and giving opportunity for objections thereto. [Amended 8-20-2002 by Bill No. 02-11]
- (d) Exceptions. The provisions of this section shall not apply to the closing of public roads within the County or easements for public utilities or to property titled to other bodies corporate or politic of the County.

Department of Public Works
Water and Wastewater Division
Bridgetown Water Treatment Plant Photos





16

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

JOHN H. TUSTIN, P.E.
DIRECTOR

MEMORANDUM

JOHN S. ROSS, P.E.
DEPUTY DIRECTOR

TO: Harold L. Higgins, Chief Administrative Officer
FROM: John H. Tustin, P.E. Director of Public Works *JHT*
DATE: January 25, 2019
SUBJECT: Nantucket Point/Edgewater Acres Property

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



DIVISIONS

Since 2002, the Nantucket Point/Edgewater Acres Service Area has been purchasing water from Artesian Water Company (Artesian) out of Delaware. Prior to 2002, the Water and Wastewater Division operated a small water treatment plant at 13491 Madison Avenue to provide public water to this area.

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

Since connecting to Artesian, the water plant building has been used for storage and for the convenience of our operators in that area. The building is now in need of some significant repairs including replacement of the roof and removal of some remaining water treatment equipment.

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

Instead of completing the required repairs, we recommend that the Commissioners consider declaring this site to be surplus County property and putting it up for sale. As you can see from the attached pictures, the plant sits on a waterfront lot that could be of significant value. Proceeds from the sale should be used to permanently abandon the existing water supply wells with any remaining funds being added to system reserves for use in the service area.

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

Other needed improvements include installation of electronic monitoring systems (SCADA) at the wastewater pump station and replacing the aging pump station generator.

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

We would like to have this issue resolved so we can finalize the 2019/20 service area budget.

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

If you have any questions, please do not hesitate to contact us.

Attachments

cc: Jessica Wilson, Enterprise Fund Controller
John S. Ross, P.E. Deputy Director

SUBTITLE IV

County Real and Personal Property and County Buildings

§ CG 4-401. Title to County property.

Title to all County property, both real and personal, transferred to Worcester County, the County Commissioners or any agency department or branch thereof by way of purchase, grant, gift, dedication or anyway whatsoever shall be titled to the County Commissioners of Worcester County unless otherwise specifically provided in individual cases by a resolution of the County Commissioners.

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Management authority and responsibility for all County property and buildings is vested in and charged to the County Commissioners, and all decisions with regard to the use of the same and contracts with regard thereto, be they for acquisition, improvement or in any way connected therewith, shall be by resolution of the County Commissioners or as may be provided by law or regulation. The County Commissioners may, at their option, by resolution or as provided by appropriate law and regulation, delegate the authority and responsibility as prescribed by this section by franchise, lease or other appropriate executive or legislative act.

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- (b) For other public use. When any County-owned property is no longer needed for use by the County Commissioners and the County Commissioners propose to dispose of the same by lease, grant or otherwise for a public purpose, as such public purpose may be from time to time determined by a five-sevenths majority vote of the County Commissioners, the Commissioners shall, prior to adopting a resolution for the disposal of such property, advertise the proposed disposal once a week for three successive weeks in one or more newspapers of general circulation in said County stating the terms of such disposal and the compensation to be received therefor and giving opportunity for objections thereto. [Amended 8-20-2002 by Bill No. 02-11]
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- (d) Exceptions. The provisions of this section shall not apply to the closing of public roads within the County or easements for public utilities or to property titled to other bodies corporate or politic of the County.

**Department of Public Works
Water and Wastewater Division
Nantucket Point Water Treatment Plant Photos**







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



JOHN H. TUSTIN, P.E.
DIRECTOR

JOHN S. ROSS, P.E.
DEPUTY DIRECTOR

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

MEMORANDUM

TO: Harold L. Higgins, Chief Administrative Officer
FROM: John H. Tustin, P.E., Director *JHT*
DATE: January 31, 2019
SUBJECT: Ocean Pines Sanitary Service Area - Exemption from Bay Restoration Fees

DIVISIONS

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

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

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

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

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

.....
Attached is a letter from the Maryland Department of the Environment confirming the exemption of the Ocean Pines Service Area from Bay Restoration Fees for 2019.

This annual exemption has saved the Ocean Pines Sanitary Service Area approximately \$5 million since originally obtaining it in 2005. The exemption is a direct result of the high quality of the wastewater treatment plant effluent.

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

Attachment

cc: John S. Ross, P.E. Deputy Director
Jessica Wilson, Enterprise Fund Controller



Maryland
Department of
the Environment

Larry Hogan, Governor
Boyd K. Rutherford, Lt. Governor

Ben Grumbles, Secretary
Horacio Tablada, Deputy Secretary

January 28, 2019

Ms. Jessica Wilson, CPA
Enterprise Fund Controller
Worcester County Office of the Treasurer
One West Market Street, Room 1105
P.O. Box 248
Snow Hill, MD 21863

Re: Discharge Permit MD0023477
Ocean Pines WWTP
Bay Restoration Fund

Dear Ms. Wilson:

Based on our review of your facility's Discharge Monitoring Reports for the calendar year 2018, and other submitted documents, your facility is exempt from paying into the Bay Restoration Fund (BRF) during the calendar year 2019.

Exemptions under this category are valid for up to one year. Your exemption will expire on February 1, 2020, after which the BRF fee will resume for your facility unless an exemption renewal is requested prior to this date.

Should you have any questions, please contact me at (410) 537-3757 or walid.saffouri@maryland.gov.

Sincerely,

A handwritten signature in blue ink, appearing to read "Walid Saffouri", with a long horizontal stroke extending to the right.

Walid Saffouri, P.E., Program Administrator
Engineering and Capital Projects Program
Office of Budget and Infrastructure Financing

cc: Elaine Dietz – MDE
Cathy Lowenkron – MDE

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



18

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

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

OFFICE OF THE
COUNTY COMMISSIONERS

Worcester County

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

January 28, 2019

TO: Worcester County Commissioners
FROM: Karen Hammer, Office Assistant IV
SUBJECT: Upcoming Board Appointments - Terms Beginning January 1, 2019

Attached, please find copies of the Board Summary sheets for all County Boards or Commissions (6) which have current or upcoming vacancies (14 total). They are as follows: Economic Development Advisory Board (2), Board of Library Trustees (3), Property Tax Assessment Appeal Board (2), (with 3 nominees to Governor for each seat = 6 total nominees), Solid Waste Advisory Committee (2), Water and Sewer Advisory Council - Mystic Harbour (1), Commission for Women (4). I have circled the members whose terms have expired or will expire on each of these boards.

Please note that Liz Mumford, Co-Chair for The Worcester County Commission for Women is actively seeking to fill 4 positions, Ms. Teola Brittingham (Berlin) resigned, Ms. Alice Jean Ennis (Pocomoke) is a non-renewal, Ms. Michelle Bankert (West Ocean City) and Ms. Nancy Fortney (Ocean City) term's have expired. The Economic Development Advisory Board has two positions available, Mr. Tom Terry (D-5, Bertino), has resigned and Mr. Greg Shockley's (D-7, Mitrecic), term expired. The Worcester County Library Board of Trustees, and Jennifer Ranck, Library Director, have recommended the re-appointment of Leslie Mulligan (Snow Hill), while two trustees have resigned, Vivian Pruitt and Rosemary Keech, leaving Girdletree and Ocean Pines nominations available (see attached letter). Interest for Board appointments was generated by the County press release in December, attached are potential Board talent candidates. (See Appendix A in closed session)

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

Pending Board Appointments - By Commissioner

District 1 - Nordstrom

p. 9 - Commission for Women (Alice Jean Ennis - At-Large) - 3-year

District 2 - Purnell

p. 9 - Commission for Women - Resignation of Teola Brittingham

District 3 - Church

p. 8 -Water & Sewer Advisory Council-Mystic Harbour- Bay Vista I and Carol Ann Beres - Ocean Reef - 4 year

p. 9 - Commission for Women (Michelle Bankert) - 3-year

District 4 - Elder

p. 7 - Solid Waste Advisory Committee (George Dix) - 4-year

District 5 - Bertino

p. 7 - Solid Waste Advisory Committee (James Rosenberg) - 4-year

District 6 - Bunting

All District Appointments Received. Thank you!

Please consider nominations for At-Large positions listed below - "All Commissioners"

District 7 - Mitrecic

p. 3 - Economic Development Advisory Board (Greg Shockley) - 4-year

p. 9 - Commission for Women (Nancy Fortney) - 3-year

All Commissioners

p. 6 - (2) Property Tax Assessment Appeal Board (Robert D. Rose - Pocomoke area; Gary M. Flater - Snow Hill Area - alternate) - must submit 3 nominees for each seat to Governor for his consideration in making these appointments - 5-year (FYI - Governor is still considering Steve Rakow's nomination)

All Commissioners - (continued)

p. 8 - (1) Water and Sewer Advisory Council - Mystic Harbour (Carol Ann Beres - Ocean Reef) - 4-year

p. 9 - (1) Commission for Women (Alice Jean Ennis - At-Large-Pocomoke,)

All Commissioners (Awaiting Nominations)

p. 4 - (3) Board of Library Trustees - (Leslie Mulligan - Snow Hill); resignation of Vivian Pruitt (Girdletree), resignation of Rosemary Keech (Ocean Pines) - upon nominations from Library Board - 5-year

ECONOMIC DEVELOPMENT ADVISORY BOARD

Reference: County Commissioners' Resolutions of March 1976, 4/16/85, 9/16/97, 5/4/99 and 03-6 on 2/18/03

Appointed by: County Commissioners

Function: Advisory
Provide the County with advice and suggestions concerning the economic development needs of the County; review applications for financing; review Comprehensive Development Plan and Zoning Maps to recommend to Planning Commission appropriate areas for industrial development; review/comment on major economic development projects.

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

Compensation: \$50 per meeting as expense allowance

Meetings: At least quarterly, more frequently as necessary

Special Provisions: One member nominated by each County Commissioner
Members may be reappointed

Staff Contact: Economic Development Department - Kathryn Gordon (410-632-3112)

Current Members:

<u>Member's Name</u>	<u>Nominated By</u>	<u>Resides</u>	<u>Term(s)</u>
Greg Shockley	D-7, Mitrecic	Ocean City	14-18
Natoshia Collick Owens	D-2, Purnell	Ocean Pines	*15, 15-19
Tom Terry	D-5, Bertino	Ocean Pines	15-19 - Resigned
Marc Scher	D-1, Nordstrom	Pocomoke	*19-20
John Glorioso	D-3, Church	West Ocean City	08-12-16, 16-20
Ralph Shockley	D-4, Elder	Snow Hill	*08-09-13-17, 17-21
Robert Fisher	D-6, Bunting	Snow Hill	87-92-97-01-05-09-13-17, 17-21

Prior Members: Since 1972

George Gering	Mary Humphreys	Michael Avara (99-03)
Margaret Quillin	Theodore Brueckman	Annette Cropper (00-04)
Robert W. Todd	Shirley Pilchard	Billie Laws (91-08)
Charles Fulton	W. Leonard Brown	Anne Taylor (95-08)
E. Thomas Northam	Charles Nichols (92-97)	Mary Mackin (04-08)
Charles Bailey	Jeff Robbins (97-98)	Thomas W. Davis, Sr. (99-09)
Terry Blades	Colleen Smith (94-98)	Mickey Ashby (00-12)
Roy Davenport	Tommy Fitzpatrick (97-99)	Priscilla Pennington-Zytkowicz (09-14)
M. Bruce Matthews	John Rogers (92-98)	Barbara Purnell (08-15)
Barbara Tull	Jennifer Lynch (98-99)	Timothy Collins (03-15)
Tawney Krauss	Don Hastings (92-99)	Joshua Nordstrom (12-16)
Dr. Francis Ruffo	Jerry Redden (92-00)	William Sparrow (16-18)
William Smith	Keith Mason (98-00)	
Saunders Marshall	Bob Pusey (99-00)	
Elsie Marshall	Harold Scrimgeour (00-02)	
Halcolm Bailey	Scott Savage (98-03)	
Norman Cathell	Gabriel Purnell (91-03)	

* = Appointed to fill an unexpired term

Commissioner Bertino

Chip,

Per my call to you I want to thank you for the opportunity to serve on the county's Economic Development Advisory Board. I hope I have been helpful to the team.

However, since my company may be responding to the County's RFP for Broadband assistance, I feel it is only appropriate that I withdraw from the Advisory Board.

Tom Terry
410 746 3952



Translating Technology and Plans Into Action

BOARD OF LIBRARY TRUSTEES

Reference: PGL Education 23-403, Annotated Code of Maryland

Appointed by: County Commissioners (from nominees submitted by Board of Library Trustees)

Function: Supervisory
Responsible for the general control and development of the County library system. Oversees management of the libraries, assists in preparation of library budget and other fiscal matters, arranges for an annual audit, makes an annual report to the County Commissioners, make recommendations to the County Commissioners regarding library acquisitions/development.

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

Compensation: None

Meetings: 1 per month except June, July, and August

Special Provisions: Nominees submitted by Library Board; Maximum 2 consecutive terms

Staff Contact: Library Director - Jennifer Ranck (410) 632-2600

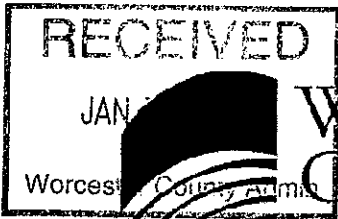
Current Members:

<u>Name</u>	<u>Resides</u>	<u>Years of Term(s)</u>	
Leslie Mulligan	Snow Hill	*17-18	Re-appoint
Ron Cascio	Berlin	09-14, 14-19	
Vivian Pruitt	Girdletree	09-14, 14-19	resigned
Holly Anderson	Newark	*10-11-16, 16-21	
Nancy Howard	Ocean City	16-21	
Donald James Bailey	Pocomoke	16-21	
Rosemary S. Keech	Ocean Pines	12-17, 17-22	resigned

Prior Members: Since 1972

- | | | |
|-------------------------|----------------------------|----------------------------------|
| Herman Baker | Jere Hilbourn | Leola Smack (99-02) |
| Lieselette Pennewell | Janet Owens | Jean Tarr (94-04) |
| Edith Dryden | Ruth Westfall | Lois Sirman (01-06) |
| Clifford D. Cooper, Jr. | Helen Farlow | Amanda DeShields (00-07) |
| Klein Leister | Judy Quillin | David Nedrow (04-09) |
| Evelyn Mumford | Gay Showell | Belle Redden (99-09) |
| Ann Eschenburg | Susan Mariner | Beverly Dryden Wilkerson (06-10) |
| Barbara Ward | Jacqueline Mathias | John Staley (97-11) |
| Donald F. McCabe | Ann S. Coates (88-97) | James Gatling (01-11) |
| Fannie Russell | Jim Dembeck (91-97) | Shirley Dale (02-12) |
| Stedman Rounds | Bill Waters (88-98) | Edith Barnes (07-13) |
| Donald Turner | Geraldine Thweatt (97-98) | Richard Polhemus (11-16) |
| Sarah Dryden | Martha Hoover (87-99) | Richard Warner Davis (11-16) |
| L. Richard Phillips | Eloise Henry-Gordy (98-00) | Frederick Grant (13-17) |
| Barbara Bunting | William Cropper (91-01) | |
| Joanne Mason | Ms. Willie Gaddis (89-01) | |

* = Appointed to fill an unexpired term



Worcester
County
Library

Books are just the beginning.

To: Harold Higgins
From: Jennifer Ranck *JR*
Date: January 29, 2019
Re: Library Board of Trustees

The Worcester County Library Board of Trustees voted to re-appoint Leslie Mulligan at their meeting on January 8, 2019.

Leslie Mulligan
271 S. Washington Street
Snow Hill, MD 21863
443-235-3634

Thank you and the County Commissioners for your consideration of the Trustees' recommendation.

Rosemary Keech and Vivian Pruitt both resigned from the Library Board effective September 2018 leaving two vacancies; one representing the Ocean Pines area and one representing the southeastern part of the County. The Library has submitted press releases and contacted the local Chambers of Commerce and other community organizations seeking replacements. The Library would welcome suggestions from the County Commissioners and will submit their recommendations as soon as possible.

Copy: Kelly Shannahan

PROPERTY TAX ASSESSMENT APPEAL BOARD

Reference: Annotated Code of Maryland, Tax-Property Article, §TP 3-102

Appointed by: Governor (From list of 3 nominees submitted by County Commissioners)
- Nominees must each fill out a resume to be submitted to Governor
- Nominations to be submitted 3 months before expiration of term

Function: Regulatory
- Decides on appeals concerning: real property values and assessments, personal property valued by the supervisors, credits for various individuals and groups as established by State law, value of agricultural easements, rejection of applications for property tax exemptions.

Number/Term: 3 regular members, 1 alternate/5-year terms
Terms Expire June 1st

Compensation: \$15 per hour (maximum \$90 per day), plus travel expenses

Meetings: As Necessary

Special Provisions: Chairman to be designated by Governor

Staff Contact: Department of Assessments & Taxation (410-632-1196)

Current Members:

Robert D. Rose	Pocomoke City	*06-07, 07-12, 12-17
Gary M. Flater (Alternate)	Snow Hill	13-18
Larry R. Fry	Ocean Pines	*10-13-14 (alt.), 14-19
Arlene C. Page	Bishopville	18-23

C) = Chairman

Prior Members: Since 1972

Wilford Showell	Mary Yenney (98-03)
E. Carmel Wilson	Walter F. Powers (01-04)
Daniel Trimper, III	Grace C. Purnell (96-04)
William Smith	George H. Henderson, Jr. (97-06)
William Marshall, Jr.	Joseph A. Calogero (04-09)
Richard G. Stone	Joan Vetare (04-12)
Milton Laws	Howard G. Jenkins (03-18)
W. Earl Timmons	
Hugh Cropper	
Lloyd Lewis	
Ann Granados	
John Spurling	
Robert N. McIntyre	
William H. Mitchell (96-98)	
Delores W. Groves (96-99)	

* = Appointed to fill an unexpired term

Updated: November 7, 2018
Printed: January 28, 2019

7

SOLID WASTE ADVISORY COMMITTEE

Reference: County Commissioners' Resolution 5/17/94 and 03-6 on 2/18/03

Appointed by: County Commissioners

Function: Advisory
 Review and comment on Solid Waste Management Plan, Recycling Plan, plans for solid waste disposal sites/facilities, plans for closeout of landfills, and to make recommendations on tipping fees.

Number/Term: 11/4-year terms; Terms expire December 31st.

Compensation: \$50 per meeting expense allowance, subject to annual appropriation

Meetings: At least quarterly

Special Provisions: One member nominated by each County Commissioner; and one member appointed by County Commissioners upon nomination from each of the four incorporated towns.

Staff Support: Solid Waste - Solid Waste Superintendent - Mike Mitchell - (410-632-3177)
 Solid Waste - Recycling Coordinator - Mike McClung - (410-632-3177)
 Department of Public Works - John Tustin - (410-632-5623)

Current Members:

<u>Member's Name</u>	<u>Nominated By</u>	<u>Resides</u>	<u>Years of Term(s)</u>
George Dix	D-4, Elder	Snow Hill	*10-10-14, 14-18
James Rosenberg	D-5, Bertino	Ocean Pines	*06-10-14, 14-18
Mike Poole	D-6, Bunting	Bishopville	11-15, 15-19
Michael Pruitt	Town of Snow Hill		*15, 15-19
Bob Augustine	D-3, Church	Berlin	16-20
Granville Jones	D-7, Mitrecic	Berlin	*15-16, 16-20
George Tasker	Town of Pocomoke City		*15-16, 16-20
Wendell Purnell	D-2, Purnell	Berlin	97-09-13-17, 17-21
Jamey Latchum	Town of Berlin		*17, 17-21
Steve Brown	Town of Ocean City		*10-13-17, 17-21
George Linvill	D-1, Nordstrom	Pocomoke	14-18, 18-22

Prior Members: (Since 1994)

Ron Cascio (94-96)	Richard Malone (94-01)	John C. Dorman (07-10)
Roger Vacovsky, Jr. (94-96)	William McDermott (98-03)	Robert Hawkins (94-11)
Lila Hackim (95-97)	Fred Joyner (99-03)	Victor Beard (97-11)
Raymond Jackson (94-97)	Hugh McFadden (98-05)	Mike Gibbons (09-14)
William Turner (94-97)	Dale Pruitt (97-05)	Hank Westfall (00-14)
Vernon "Corey" Davis, Jr. (96-98)	Frederick Stiehl (05-06)	Marion Butler, Sr. (00-14)
Robert Mangum (94-98)	Eric Mullins (03-07)	Robert Clarke (11-15)
Richard Rau (94-96)	Mayor Tom Cardinale (05-08)	Bob Donnelly (11-15)
Jim Doughty (96-99)	William Breedlove (02-09)	Howard Sribnick (10-16)
Jack Peacock (94-00)	Lester D. Shockley (03-10)	Dave Wheaton (14-16)
Hale Harrison (94-00)	Woody Shockley (01-10)	

* = Appointed to fill an unexpired term

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

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

Appointed by: County Commissioners

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

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

Compensation: Expense allowance for meeting attendance as authorized in the budget.

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
John Ross - (410-641-5251)

Current Members:

<u>Member's Name</u>	<u>Resides</u>	<u>Years of Term(s)</u>
Carol Ann Beres	Ocean Reef	14-18
Joseph Weitzell ^c	Mystic Harbour	05-11-15, 15-19
Bob Hunt	Deer Point	*06-11-15, 15-19
David Dypsky	Teal Marsh Center	*10-12-16, 16-20
Stan Cygam	Whispering Woods	*18-20
Martin Kwesko	Mystic Harbour	13-17, 17-21
Richard Jendrek ^c	Bay Vista I	05-10-14-18, 18-22

Prior Members: (Since 2005)

John Pinnero^c (05-06)
Brandon Phillips^c (05-06)
William Bradshaw^c (05-08)
Buddy Jones (06-08)
Lee Trice^c (05-10)
W. Charles Friesen^c (05-13)
Alma Seidel (08-14)
Gerri Moler (08-16)
Mary Martinez (16-18)

^c = Charter member - Initial Terms Staggered in 2005
^{*} = Appointed to fill an unexpired term

COMMISSION FOR WOMEN

Reference: Public Local Law CG 6-101

Appointed by: County Commissioners

Function: Advisory

Number/Term: 1 1/3-year terms; Terms Expire December 31

Compensation: None

Meetings: At least monthly (3rd Tuesday at 5:30 PM - alternating between Berlin and Snow Hill)

Special Provisions: 7 district members, one from each Commissioner District
 4 At-large members, nominations from women's organizations & citizens
 4 Ex-Officio members, one each from the following departments: Social Services, Health & Mental Hygiene, Board of Education, Public Safety
 No member shall serve more than six consecutive years

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

Current Members:

<u>Member's Name</u>	<u>Nominated By</u>	<u>Resides</u>	<u>Years of Term(s)</u>
Alice Jean Ennis	At-Large	Pocomoke	14-17
Michelle Bankert	D-3, Church	West Ocean City	*14-15, 15-18
Nancy Fortney	D-7, Mitrecic	Ocean City	12-15, 15-18
Teola Brittingham	D-2, Purnell	Berlin	*16-18, resigned
Hope Carmean	D-4, Elder	Snow Hill	*15-16, 16-19
Mary E. (Liz) Mumford	At-Large	Ocean City	*16, 16-19
Julie Phillips	Board of Education		13-16, 16-19
Shannon Chapman	Dept of Social Services		*17-19
Tamara White	D-1, Lockfaw	Pocomoke City	17-20
Vanessa Alban	D-5, Bertino	Ocean Pines	17-20
Terri Shockley	At-Large	Snow Hill	17-20
Kelly O'Keane	Health Department		17-20
Cristi Graham	Public Safety - Sheriff's Office		17-20
Bess Cropper	D-6, Bunting	Berlin	15-18, 18-21
Elizabeth Rodier	At-Large	Berlin	*18-21

Prior Members: Since 1995

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

* = Appointed to fill an unexpired term
 c = Charter member

Prior Members: Since 1995 (continued)

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



19

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

COMMISSIONERS
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 JOSEPH M. MITRECIC, VICE PRESIDENT
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 MADISON J. BUNTING, JR.
 JAMES C. CHURCH
 THEODORE J. ELDER
 JOSHUA C. NORDSTROM

OFFICE OF THE
 COUNTY COMMISSIONERS

Worcester County

GOVERNMENT CENTER
 ONE WEST MARKET STREET • ROOM 1103

SNOW HILL, MARYLAND
 21863-1195

January 31, 2019

TO: Worcester County Commissioners
 FROM: Kelly Shannahan, Assistant Chief Administrative Officer *KL*
 SUBJECT: 2019 Hurricane Conference - April 22-25, 2019 in New Orleans

We recently received notice that registration is now open for the 2019 National Hurricane Conference to be held Monday-Thursday, April 22-25, 2019 at the Hilton New Orleans Riverside Hotel in New Orleans, Louisiana (see attached). As you will recall, the County sent 14 staff members and 3 County Commissioners to the Hurricane Conference in New Orleans in 2017 and 16 staff members to the Hurricane Conference in Orlando in 2018. All attendees have benefitted from the information and training they received. As a result, funding has been allocated in the FY19 Travel and Training Account budget to send additional staff to the Hurricane Conference in 2019. The regular early registration fee is \$350 per person, however I hope to be able to once again negotiate a group discount of \$50 per person provided that we register at least 10 participants. Therefore, the estimated cost of registration, travel, lodging, and meals is \$2,250 per person for 2019 (see page 2). We have sufficient funds budgeted to send up to 14 attendees to this year's Hurricane Conference.

Before the 2017 conference, I polled County Department Heads whose staff are regularly involved in storm preparation, response and recovery and asked them to provide me with a list of up to 2 critical staff members who would benefit from attending the Hurricane Conference each year over 3 years. Below is a list of the attendees from 2017 and 2018 and suggestions for staff to attend in 2019:

<u>Department</u>	<u>2019 Attendees</u>	<u>Attended in 2018</u>	<u>Attended in 2017</u>
Emergency Services	(Billy Birch) (Tina Vickers)	James Hamilton Brian Jones	Fred Webster Robert Rhode
Fire Marshal	(Matt Owens) (Robert Korb)	Jeff McMahan Chris Vieira	Robert Korb
Commissioners/Other	Com. _____ Com. _____	Phil Thompson Stacey Norton	Commissioners Bunting Purnell and Bertino
Administration	(Harold Higgins) (Maureen Howarth)	Harold Higgins Kim Moses	Harold Higgins Kim Moses
Public Works	(Frank Adkins) (Mike McClung)	Gary Serman Keith Berdan Jason Taylor Jimmie Clarke	Mike Mitchell Jeff Tingle Mike Hutchinson Larry Lynch
Dev. Rev. & Permitting	(Paul Miller)	Jennifer Keener Bill Bradshaw	Kelly Henry Mark Dunlevy
Environmental Programs	_____	Katherine Munson Jenelle Gerthoffer	Bob Mitchell David Bradford

The list on the previous page includes 9 proposed attendees from prior requests, with 2 spots for County Commissioners and 3 additional spots available for other staff members. With your approval, I will poll the department directors to confirm the list and determine who else they suggest sending from their department to attend the National Hurricane Conference in 2019.

In summary, I request your approval for out-of-state travel to send up to 14 staff members and County Commissioners to the 2019 National Hurricane Conference in New Orleans, Louisiana at an estimated cost of \$31,500 with funding from the FY19 Travel and Training Account. I look forward to reviewing this matter at your next meeting after which I can begin planning for attendance and making the appropriate travel arrangements. In the meantime, if you should have any questions or concerns, please feel free to contact me.

Anticipated Expenses - 2019 Hurricane Conference

Registration -	\$300	(Hope to negotiate a \$50 per person discount if we register 10 attendees)
Lodging -	\$1,065	(5 nights at \$213/night with tax - Sunday-Thursday, check out on Friday)
Meals -	\$426	(6 days at \$71/day - based on federal per diem for New Orleans)
Airfare -	\$400	(round trip from Baltimore to New Orleans)
<u>Taxi/Misc. -</u>	<u>\$59</u>	(parking, round trip taxi from airport, baggage handling, tips, etc.)

Total = \$2,250 per person
x 14 attendees = \$31,500 - (\$32,800 budgeted funds available)



2019 NATIONAL HURRICANE CONFERENCE

April 22-25, 2019 * Hilton Riverside * New Orleans, LA

Conference Hotel: Hilton Riverside, 2 Poydras Street, New Orleans, LA 70130 (504) 561-0500

Attendee Registration:

- Early (payment received by 3/8/19)\$350
- Regular (payment received 3/9/19 - 4/5/19)\$400
- Onsite (payment received after 4/5/19)\$450
- Daily\$150 per day
Please check all that apply Monday Tuesday Wednesday Thursday

Name _____

Title _____ Organization _____

Address _____

City _____ State _____ Zip _____

E-mail _____ Phone _____

Payment Information:

**Make checks payable to: National Hurricane Conference, Inc.
2952 Wellington Circle, Tallahassee, FL 32309**

We accept these credit cards: Amex • MasterCard • VISA • Discover

Credit Card Number _____ Expiration _____

Cardholder Name _____ CVR# _____

Cardholder Signature _____

REFUND POLICY

Cancellations received by March 8, 2019 will receive a full refund, less a \$50 cancellation fee. Cancellations received by March 9 and on or before April 5, 2019 will receive a 50% refund. No refunds will be made for cancellations received after April 5, 2019. NHC must receive cancellation requests in writing, by email or regular mail. Telephone requests will not be honored. Send requests to NHC Cancellations, 2952 Wellington Circle, Tallahassee, FL 32309 or email: Lisa@HurricaneMeeting.com No refunds will be made for cancellations received after April 5, 2019.

**National Hurricane Conference, Inc. * Federal ID # 20-2105613
2952 Wellington Circle, Tallahassee, FL 32309 * (850)906-9224 Phone/Fax
Lisa@HurricaneMeeting.com**



2019 National Hurricane Conference

April 22 - April 25, 2019

HILTON NEW ORLEANS RIVERSIDE

1 3 0 1 4 2 5 0 7
Days Hours Minutes Seconds

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- [MAIL-FAX REGISTRATION](#)
- [EXPO NHC](#)
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2019 Hotel

Hilton New Orleans Riverside



2 Poydras Street
New Orleans, Louisiana 70130
(504) 561-0500
\$181.00 Single/Double

[Online Reservations](#)

Hotel at a Glance Not only is the Hilton New Orleans Riverside a family-friendly hotel that sits close to the Audubon Aquarium of the Americas, but it also has extra amenities for travelers who enjoy being pampered. Start off with a swim in one of the two heated outdoor pools, or schedule some time in the on-site beauty salon. Kids can release energy with a few games in the video arcade, while parents workout in the fully-equipped fitness facility. Another option for staying in shape is to take advantage of the tennis, racquetball, and squash courts. Corporate guests will also have plenty of amenities to make their jobs a bit easier. There's a business center, 130,000 square feet of banquet and meeting space, and a notary public. You'll never have a chance to get hungry with several in-house restaurants that are ready to serve you a delicious meal. A full breakfast is available at Le Croissant, while Drago's Seafood Restaurant is the place to go for lunch and dinner. Stop by the River Blends Cafe throughout the day for a hot cup of coffee and a place to browse the Internet using the free Wi-Fi service, or wait until the evening to get a drink from Spirits Bar. Guests are welcome to order from the room service menu, or purchase a few groceries from the City Marketplace, the hotel's very own supermarket. After you've had your fill, visit the recreation desk to plan a few activities. The staff can even arrange for local transportation if you need it.

Guest Rooms One of the area's non-smoking hotels, the Hilton New Orleans Riverside on 2 Poydras Street offers impressive views of either the Mississippi River, or the surrounding city from its comfortable guest rooms. Vacationers can unwind with a show on the 37-inch high-definition LCD television, which also has On Demand movies and video games, or relax with some soft music playing on the clock radio with MP3 connection. Head to the bathroom to enjoy complimentary toiletries, a hair dryer, and a curved shower rod. Corporate guests can get some work done on the desk with extra lighting and an ergonomic chair, or upgrade to one of the executive rooms. These rooms have extra benefits, such as a complimentary breakfast, free wireless Internet in the guest rooms, and plenty of hors d'oeuvres in the afternoon.

Nearby Attractions Simply walk next door from the Hilton New Orleans Riverside and you'll discover Harrah's Casino for an evening of slots and poker games. When you're ready to explore the area, you'll find that the Audubon Butterfly Garden & Insectarium, the St. Louis Cathedral, and New Orleans Zoo are just around the corner. When it comes to shopping, travelers can stop by the Outlet Collection at Riverwalk for some unique finds at affordable prices.



Tweet

IMPORTANT LINKS

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IMPORTANT FILES

[2019 NHC Topic Committee Guidelines](#)
[NHC Refund Policy](#)

NATIONAL HURRICANE CONFERENCE

2952 Wellington Circle
Tallahassee, FL 32309

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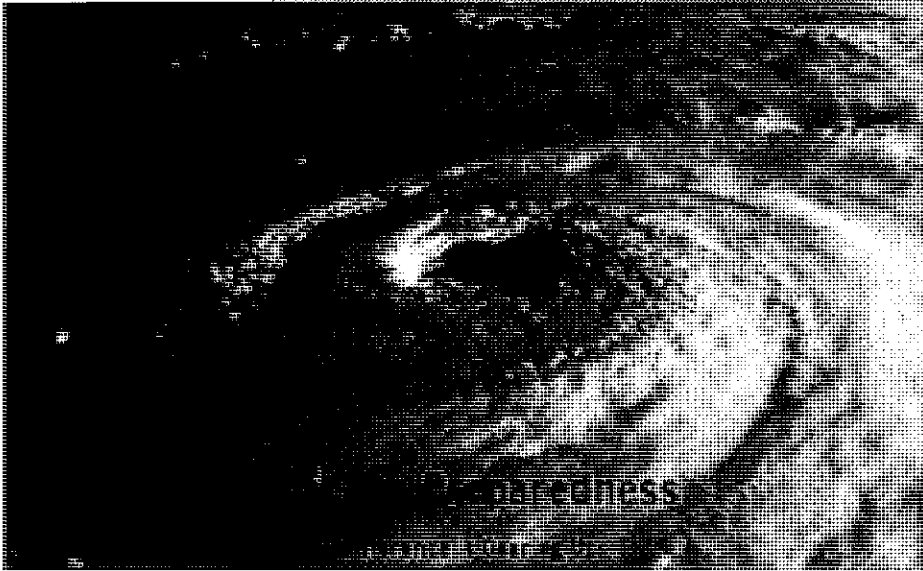
2019 National Hurricane Conference

April 22 - April 25, 2019

HILTON NEW ORLEANS RIVERSIDE

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- [About the Conference](#)
- [Agenda](#)
- [Training Session/Workshop Grids](#)
- [Certificate Courses for 2019](#)
- [See Who's Exhibiting in 2019](#)
- [Reserve Your Exhibit Booth](#)
- [2019 Hotel](#)
- [Awards](#)
- [Information for the Media](#)
- [Refund Policy/Cancellation Fee](#)
- [Planning Committee](#)
- [Topic Committees](#)
- [Participating Organizations](#)
- [Awards Committee](#)
- [Upcoming Conferences](#)

Conference Purpose

The primary goal of the National Hurricane Conference is to improve hurricane preparedness, response, recovery and mitigation in order to save lives and property in the United States and the tropical islands of the Caribbean and Pacific. In addition, the conference serves as a national forum for federal, state and local officials to exchange ideas and recommend new policies to improve Emergency Management. [Read More >](#)

Who Should Attend

The National Hurricane Conference is the nation's forum for education and professional training in hurricane and disaster preparedness. With an average of 1,500 attendees from around the country, the conference covers all major aspects of hurricane preparedness, response and recovery, which will provide your company with a unique opportunity to show your wares to a large audience of interested decision-makers. [Read More >](#)

Register Today

- ✓ **THREE FULL DAYS** of workshops and training sessions on a wide range of topics for Hurricane Responders.
 - ✓ A full day of general session speakers including many of the nation's top experts in hurricane related issues.
 - ✓ EMI and FEMA Certificate Training courses and rap sessions.
- STILL TIME TO REGISTER >**



IMPORTANT LINKS

- [Home](#)
- [Online Registration](#)

IMPORTANT FILES

- [2019 Training/Workshop Schedule](#)
- [2019 NHC Topic Committee Guidelines](#)
- [NHC Refund Policy](#)

NATIONAL HURRICANE CONFERENCE

2952 Wellington Circle
 Tallahassee, FL 32309
 Phone 850.906.9224

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5



NATIONAL HURRICANE CONFERENCE

501 (c) (3)
not-for-profit

2019 National Hurricane

April 22 - April 25, 20

HILTON NEW ORLEANS

1 3 0 1 4 2
Days Hours Minutes

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Who Should Attend

Who Should Attend the National Hurricane Conference?

- Amateur Radio
- Law Enforcement
- Armed Forces Disaster Preparedness Officials
- Meteorologists
- Building and Zoning Officials
- News Media
- City and County Commissioners
- Nursing Home Officials
- City and County Managers
- Planners
- Emergency Management Officials
- Port Authority Officials
- Engineers
- Private Industry
- Public Health Emergency Preparedness
- Environmental Officials
- Public Information Officers
- Fire/Emergency Medical
- Public & Private Utility Officials
- Geographers
- Public Works Officials
- Hospital/Health Care Officials
- Transportation Officials
- Insurance Company Representatives
- Voluntary Agency Representatives





2019 National Hurricane Conference Overview

Daily Coffee Breaks at 8:00 am; 10:00 am and 3:00 pm

Exhibits Open Tuesday 9:30 am-5:00 pm and Wednesday 9:30 am-1:00 pm

Sunday April 21, 2019			
Event Start	Event End Time	Description	Location
1:00 pm	5:00 pm	Conference Registration Desk Open	1 st Floor Registration
Monday April 22, 2019			
Event Start	Event End Time	Description	Location
7:30 am	4:30 pm	Conference Registration Desk Open	1 st Floor Registration
8:00 am	12:00 pm	Media Rooms Open	Eglinton Winton & Chequers
8:30 am	12:00 pm	Training Sessions, including EMI Courses	2 nd & 3 rd Floors
12:00 pm	1:30 pm	Lunch on your own	
12:00 pm	5:00 pm	Media Rooms Open	Eglinton Winton & Chequers
12:00 pm	5:00 pm	Exhibitor Setup	Grand Ballroom A-D
1:30 pm	5:00 pm	Training Sessions, including EMI Courses	2 nd & 3 rd Floors

Tuesday April 23, 2019			
Event Start	Event End Time	Description	Location
7:30 am	4:30 pm	Conference Registration Desk Open	1 st Floor Registration
8:00 am	12:00 pm	Media Rooms Open	Eglinton Winton & Chequers
8:30 am	5:00 pm	Training Sessions	2 nd & 3 rd Floors
9:30 am	5:00 pm	Exhibit Hall Open	Grand Ballroom A-D

1:00 pm	5:00 pm	Media Rooms Open	Eglinton Winton & Chequers
5:30 pm	6:30 pm	Welcome Reception	Grand Ballroom A-D

Wednesday April 24, 2019

Event Start	Event End Time	Description	Location
7:30 am	4:30 pm	Conference Registration Desk Open	1 st Floor Registration
8:00 am	12:00 pm	Media Rooms Open	Eglinton Winton & Chequers
8:30 am	10:00 am	RAP Sessions	2 nd & 3 rd Floors
9:30 am	1:00 pm	Exhibit Hall Open	Grand Ballroom A-D
10:30 am	1:00 pm	Dedicated Time to Tour Exhibit Hall	Grand Ballroom A-D
12:00 pm	1:00 pm	Lunch on your own	
1:00 pm	5:00 pm	Media Rooms Open	Eglinton Winton & Chequers
1:00 pm	5:30 pm	General Session including Annual Awards Presentation	Grand Salon B-C

Thursday April 25, 2019

Event Start	Event End Time	Description	Location
7:30 am	4:30 pm	Conference Registration Desk Open	1 st Floor Registration
8:00 am	12:00 pm	Media Rooms Open	Eglinton Winton & Chequers
8:30 am	12:00 pm	Concurrent Workshops	2 nd & 3 rd Floors
12:00 pm	1:30 pm	Lunch on your own	
1:00 pm	5:00 pm	Media Rooms Open	Eglinton Winton & Chequers
1:30 pm	5:00 pm	Concurrent Workshops	2 nd & 3 rd Floors
5:00 pm		Conference Adjourns	

04/22/2019

04/22/2019

8:30 am - 5:00 pm	Reserved Seating EMI L0202 Debris Management Planning ... (Day 1) Mitigation Recovery Response Marlborough A 2nd Floor Reserved Seating
8:30 am - 5:00 pm	Reserved Seating EMI L0290 Basic Public Info Officer Training (Day 1) Public Education/Media Prince of Wales 2nd Floor Reserved Seating
8:30 am - 5:00 pm	Reserved Seating EMI L0311 Hurricane Readiness for Coastal Communities Evacuation Planning Meteorology/Hydrology Recovery Response Fulton 3rd Floor Reserved Seating
8:30 am - 5:00 pm	Reserved Seating EMI L0310 Hurricane Readiness for Inland Communities Evacuation Planning Meteorology/Hydrology Recovery Response Royal 3rd Floor Reserved Seating
8:30 am - 10:00 am	Evacuation Planning/Emergency Management Training Hurricane Evacuation Behavior Basics for Emergency Managers and Meteorologists Emergency Management Evacuation Planning Meteorology/Hydrology St James Ballroom 3rd Floor Training Session
8:30 am - 12:00 pm	Response Training The Emergency Management Assistance Compact - The Process of EMAC Response Commerce 3rd Floor Training Session
8:30 am - 5:00 pm	Response/Evacuation Planning Training Response/Evacuation Process Training Evacuation Planning Response Camp 3rd Floor Training Session
8:30 am - 10:00 am	Response Workshop Volunteers: Here Today -Gone Tomorrow? Response Marlborough B 2nd Floor Workshop
8:30 am - 10:00 am	Fire-Rescue/Law Enforcement Training Law Enforcement Response to Catastrophic Hurricane Impacts Fire-Rescue/Law Enforcement Jackson 3rd Floor Workshop

04/22/2019

8:30 am - 5:00 pm	Reserved Seating EMI L0202 Debris Management Planning ... (Day 1) Mitigation Recovery Response Marlborough A 2nd Floor Reserved Seating
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TEL: 410-632-1194
FAX: 410-632-3131
E-MAIL: admin@co.worcester.md.us
WEB: www.co.worcester.md.us



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COMMISSIONERS
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COUNTY COMMISSIONERS

HAROLD L. HIGGINS, CPA
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MAUREEN F.L. HOWARTH
COUNTY ATTORNEY

Worcester County

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

To: Harold Higgins, Chief Administrative Officer

From: Maureen Howarth, County Attorney **MH**

Date: January 30, 2018

Re: Request to Revise Our Animal Control Ordinance

As you are aware, staff has received a request from several community members to make further revisions to our recently revised Animal Control Ordinance regarding animals and cold weather. Currently our law allows animals to be kept outside in cold weather if there is "suitable shelter" (see our definition). If there is not "suitable shelter" and the weather is below 32F (see our definition) the animal must be brought indoors. These community members are advocating to require animals to be brought indoors at a certain temperature regardless of whether the animal has suitable shelter. There may be related requests to alter the wording related to "suitable shelters". At this time, I have not engaged with the citizens to get the precise details. We need to know if the Commissioners are interested in revising the animal control ordinance as it relates to cold weather or if they are satisfied with the changes we recently made. The Community members are very passionate about this topic and they would like feedback from the Commissioners.

Kelly Shannahan

From: Harold Higgins
Sent: Wednesday, January 23, 2019 10:01 AM
To: Kelly Shannahan; Maureen L. Howarth; Kim Moses
Subject: FW: Heather Melson Bahrami tagged you on Facebook

From: Glen Grandstaff
Sent: Wednesday, January 23, 2019 9:03 AM
To: Harold Higgins
Subject: RE: Heather Melson Bahrami tagged you on Facebook

Good morning Mr. Higgins. I wanted to follow up with you on the issue at 601 Franklin Avenue in Berlin. Myself along with ACO Josh Pruitt inspected the dog house in question at the above address. It was my conclusion that the dog house was oversized for the dog being housed there. Although the house had secure sides and a dry floor along with fresh straw, it was just too large. The house was suitable for a dog upwards of 100 lbs. The dog in question was a female Pit Bull type dog approximately 40 lbs in weight. Be advised that the owner was already keeping the dog indoors and plans on keeping the dog indoors due to all of the harassment from the Humane Society and WMDT 47 news showing up. I explained to the dog's owner the need for the house to be more size appropriate for the dog to be able to maintain a suitable body temperature. He seemed to understand and stated that when he gets a new dog house in the Spring he will call us to come and inspect the structure.

Respectfully,

Glen Grandstaff
Chief Animal Control Officer
6207 Timmons rd. Snow Hill, Md. 21863
410-632-1340 Ext 2202
ggrandstaff@co.worcester.md.us



Ability is what you are capable of doing,
Motivation determines what you do,
Attitude determines how well you do it.

From: Harold Higgins
Sent: Tuesday, January 22, 2019 7:59 AM
To: Glen Grandstaff
Subject: FW: Heather Melson Bahrami tagged you on Facebook

Please review and advise.

Harold

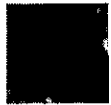
From: BudChurch(AOL)
Sent: Monday, January 21, 2019 2:30 PM
To: Harold Higgins; Kelly Shannahan
Subject: Fwd: Heather Melson Bahrami tagged you on Facebook

-----Original Message-----

From: Facebook <notification@facebookmail.com>
To: James Bud Church <bchurch565@aol.com>
Sent: Mon, Jan 21, 2019 2:25 pm
Subject: Heather Melson Bahrami tagged you on Facebook



Heather Melson Bahrami tagged you in a post.



Heather Melson Bahrami

January 21 at 2:25 PM

I am sick!!! As you all know, in October we passed new animal laws which I/We all thought would help empower Worcester County Animal Control to get dogs in and out of the cold! We currently have 2 weather alerts for the area! We have called 2x on a dog on Franklin Ave. Here is the video and pics as well as a screenshot of the new law...We spoke to Worcester County Sheriff's Office, Animal Control and the Berlin Police Department, Maryland. Look at this poor dog. We called last night(Berlin PD) but I assume nothing was done as the dog was out today. Lenore checked on it and called the agencies and was told... the dog has the dog house to go into and they added the flap but not the dog is petrified!!! LOOK AT THE VIDEO! Why the hell did we pass this law if leaving a dog in 16degree weather with just this house is OK??? Kris Heiser, Matt Crisafulli, Dale Trotter, James Bud Church, Town Cats of Ocean City, Town of Berlin Maryland, Town of Ocean City - Government, Worcester County Humane Society, Mary Beth Carozza, Sandy Summers, Jessica Summers, Susanne Hoshino, Julian Sadur, @Camila Fernandez, 47 ABC, WBOC TV 16 Delmarva's News Leader, Aisha Khan Wboc, The Dispatch, Ocean 98.1 WOCM, Diana Purnell Worcester County Commissioner, Joseph Mitrecic, Donald Bounds....HELP! From reading this law, I assume the size requirements referred to are the "kennel" size not the shelter size as it says. This is not SHELTER from these temps. We are also monitoring/watching dogs on Harrison Ave and Maple Ln. Please watch and call your animal control or police dept. if a dog is left outside!

You can now tag your friends in your status or post. Type @ and then type the friend's name. For example: "Had lunch with @John Smith."

COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND

BILL 18-4

Add to
20

BY: Commissioners Bertino, Bunting, Church, Elder, Lockfaw, Mitrecic and Purnell
INTRODUCED: September 18, 2018

A BILL ENTITLED

AN ACT Concerning

Public Safety - Animal Control

For the purpose of adding definitions to the Animal Control laws; requiring that an animal that is not kept inside a home or building be brought indoors under certain conditions; specifying the type of outdoor shelter that must be provided for an animal that is not kept indoors, including the space available to the animal, the cleanliness, the size and maintenance of the shelter, and its ventilation; prohibiting the use of certain types of structures as animal shelters; restricting certain types of restraints and generally relating to Animal Control laws.

Section 1. BE IT ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that Subsection PS 2-101(b) (Definitions) of the Animal Control Subtitle of the Public Safety Article of the Code of Public Local Laws of Worcester County, Maryland is hereby amended by the addition of definitions for "Suitable Shelter", "Tethered", "Restraints" and "Unsafe Weather Conditions" to read as follows:

SUITABLE SHELTER – A structure with secured sides, a roof and floor to protect the animal from the weather. There must be a floor, free from rot and standing water, and dry and clear of debris, fecal matter and infestation. The structure must be of a size appropriate to the size of the animal using it. The structure must have adequate ventilation to allow the animal to maintain a normal body temperature.

TETHERED- Fastening an animal to a stationary object or stake as a means of retraining the animal.

RESTRAINTS- Secure cable, rope or trolley, invisible containment system, or other cord of sufficient strength to prevent escape.

UNSAFE WEATHER CONDITIONS –

- (1) A temperature of 32 degrees Fahrenheit or below in the immediate vicinity of an animal, in addition to other cold weather or precipitation related environmental conditions, including, but not limited to, wind, rain, snow, ice, sleet or hail that a person should reasonably conclude would pose an adverse risk to the health or safety of an animal based on the animal's size, age, physical condition or thickness of the animal's hair or fur; or
- (2) A temperature of 85 degrees Fahrenheit or above in the immediate vicinity of an animal, in addition to other environmental conditions, such as direct sunlight, or hot pavement, or any other hot surface, that a person should reasonably conclude would pose an adverse

risk to the health or safety of an animal, based on the animal's size, age, physical condition or thickness of the animal's hair or fur; or

- (3) The National Weather Service issues a severe weather alert, and the forecasted weather is such that a person should reasonably conclude that the weather would pose an adverse risk to the health or safety of an animal based on the animal's size, age, physical condition or thickness of the animal's hair or fur.

Section 2. BE IT FURTHER ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that Subsection PS 2-101 (General Provisions) of the Animal Control Subtitle of the Public Safety Article of the Code of Public Local Laws of Worcester County, Maryland is hereby amended by the addition of new subsections (v), (w) and (x) to address the provision of "tethering", "suitable shelter" and "shade" to read as follows:

- (v) Tethering. If an animal is tethered by a restraint, excepting periods of time that are brief and incidental, the restraint shall be not less than 15 feet in length and positioned to prevent tangling, hanging or drowning. Chain shall not be used as a restraint. Neither chains, ropes, nor choke collars shall be accepted as collars for a tethered animal. There must be at least a one-inch space between the animal's neck and the collar.
- (w) Suitable shelter. An animal shall have suitable shelter if left outdoors and unattended. An animal shall be brought inside a home or building within 30 minutes of the onset of and during unsafe weather conditions, unless the animal has continuous suitable shelter. The owner of an animal that is not kept within a home or building shall provide the animal with suitable shelter to protect it from wind, snow, rain, cold, sunlight and unsafe weather conditions. The shelter shall have a floor, a roof, and four walls, one of which shall contain a doorway. The space available to the animal in the shelter shall be maintained in a safe and healthful manner, free of standing water, waste, debris, fecal matter, protection from flooding, provided with adequate ventilation to allow the animal to remain dry and maintain a normal body temperature and exposure to natural or artificial light. The floor shall not be wire or chain link. No interior surfaces shall be metal. The shelter shall meet the minimum size requirements as listed below:

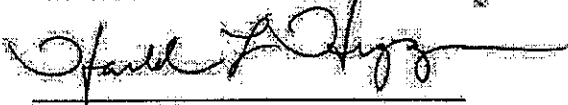
Shelter Size			
Number of Dogs	25 pounds or under	25-50 pounds	Over 50 pounds
1	3 x 7 (21 sq ft)	6 x 10 (60 sq ft)	8 x 10 (80 sq ft)
2	4 x 8 (32 sq ft)	8 x 10 (80 sq ft)	10 x 10 (100 sq ft)
3	5 x 9 (45 sq ft)	8 x 12 (96 sq ft)	10 x 14 (140 sq ft)
4	8 x 10 (80 sq ft)	10 x 12 (120 sq ft)	12 x 16 (192 sq ft)

- (x) Shade. If an animal is left outdoors and unattended and the forecasted weather is 85 degrees Fahrenheit or higher, the animal shall be provided shade, either natural or manmade, at all times. Under no circumstances shall an animal shelter be considered shade.

Section 3. 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.

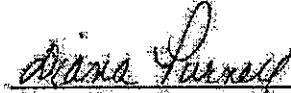
PASSED this 23rd day of October, 2018.

ATTEST:



Harold L. Higgins
Chief Administrative Officer

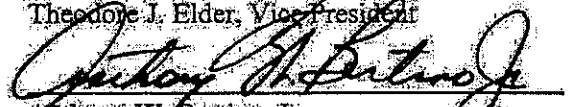
COUNTY COMMISSIONERS OF
WORCESTER COUNTY, MARYLAND



Diana Burnell, President



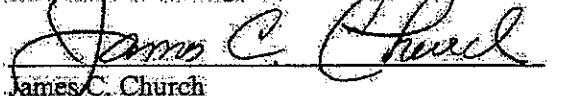
Theodore J. Elder, Vice President



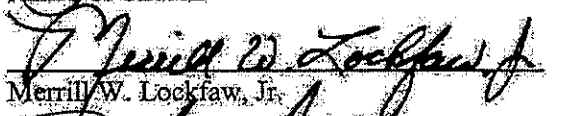
Anthony W. Bertino, Jr.



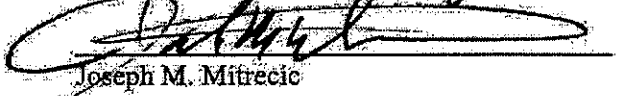
Madison J. Bunting, Jr.



James C. Church



Merrill W. Lockfaw, Jr.



Joseph M. Mitreic



LOUIS H. TAYLOR
Superintendent of Schools

H. STEPHEN PRICE
Chief Safety Officer

JOHN R. QUINN, Ed.D.
Chief Academic Officer

VINCENT E. TOLBERT, CPA
Chief Financial Officer

ANNETTE E. WALLACE, Ed.D.
Chief Operating Officer

The Board of Education of Worcester County

6270 Worcester Highway
Newark, Maryland 21841
www.worcesterk12.org
Telephone: (410) 632-5000
Fax: (410) 632-0364

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ERIC W. CROPPER, SR.
Vice-President

BARRY Q. BRITTINGHAM, SR.

WILLIAM E. BUCHANAN

TODD A. FERRANTE

ELENA J. MCCOMAS

SARA D. THOMPSON

January 16, 2019

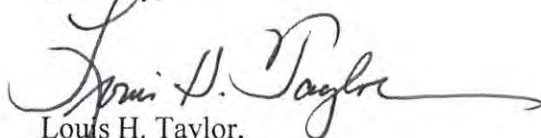
Worcester County Commissioners
c/o Harold Higgins
Worcester County Government Center
1 W. Market Street, Room 1103
Snow Hill, MD 21863

Dear Commissioners,

In follow up to my prior conversation with Mr. Higgins, I want to formally invite you as a body to attend a joint meeting with the Worcester County Board of Education. At this informational meeting, I will be sharing the State of Our Schools, which will touch on several items that would be beneficial for the County government to learn including ESSA Star Ratings and our progression with our strategic plan, *Forward View 2022*.

This joint meeting has been scheduled for Tuesday, February 5, 2019, beginning at 12:30 p.m. at Worcester Technical High School. At this time, you will also be enjoying a lunch prepared by our Culinary Arts students. I look forward to seeing you all then. *

Sincerely,


Louis H. Taylor,
Superintendent of Schools



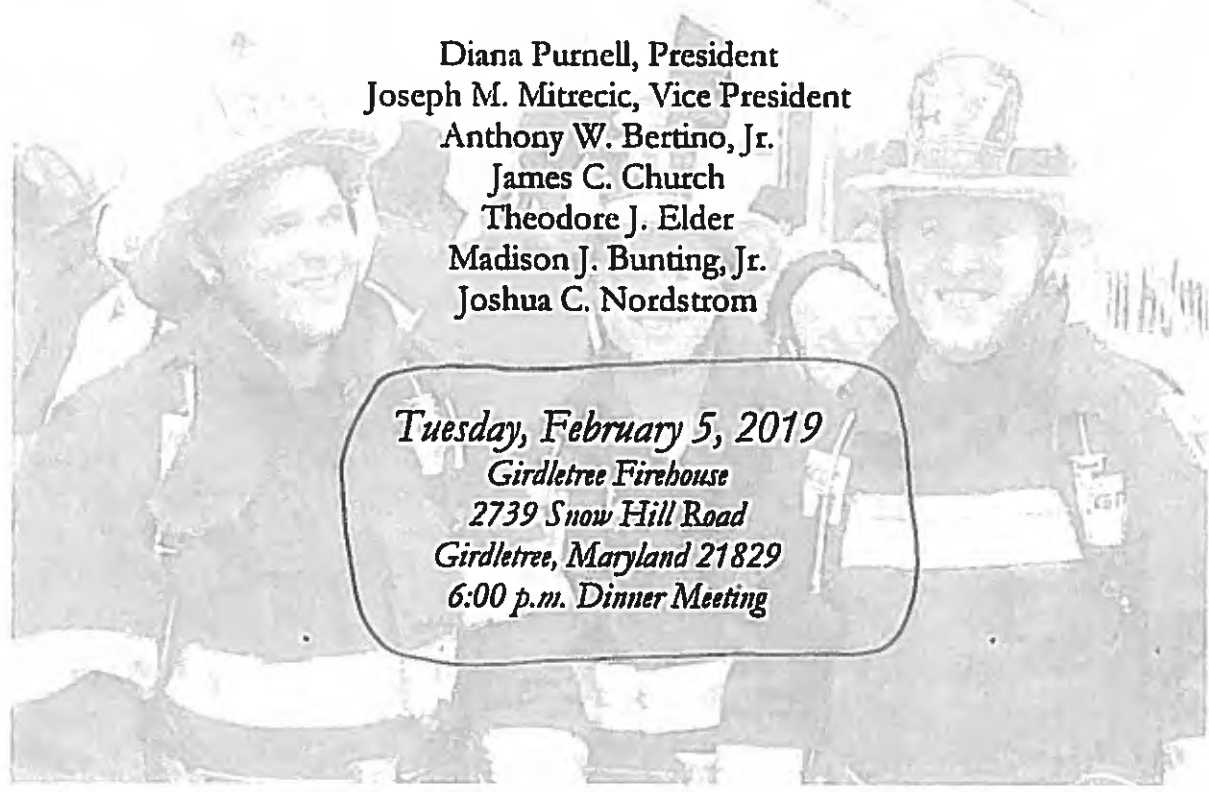
22

**Please Plan to Attend a Dinner Meeting of the
Worcester County Volunteer Fire Company Presidents,
Chiefs and Ambulance Captains**

with the

Worcester County Commissioners

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



*Tuesday, February 5, 2019
Girdletree Firehouse
2739 Snow Hill Road
Girdletree, Maryland 21829
6:00 p.m. Dinner Meeting*

The Commissioners wish to express their sincere gratitude for the outstanding service performed by the Volunteer Fire and Ambulance Companies. On behalf of the citizens of Worcester County, we commend all of the volunteer and career personnel for their continued dedication to protecting the lives and properties of Worcester County Residents.

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Note: Mutual Aid Agreement
to be revised

From: Matthew Crisafulli
Sent: Tuesday, January 29, 2019 3:26 PM
To: Diana Purnell
Cc: Harold Higgins; Maureen L. Howarth; Douglas Dods; Edward Schreier; Mark Titanski
Subject: Interim Snow Hill Police Chief

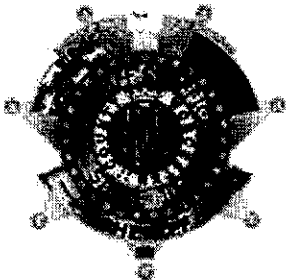
Good afternoon Commissioner Purnell,

Pursuant to our conversation on 01-25-19, I will be **appointing Lieutenant Edward Schreier, as the Interim Police Chief of the Snow Hill Police Department.** Their Chief (Tom Davis) has submitted his resignation effective on February 10th, 2019. Mayor Matthews requested the assistance of my office in assigning an Interim Police Chief while they seek a qualified full-time Police Chief. He has requested the Interim Chief to start on February 4th, 2019.

Lt. Schreier will be working a minimum of 40 hours per week. The assignment will be up to 60 days. The assignment will commence on Monday February 4th, 2019 at 8 A.M. The assignment will conclude on Friday April 5th, 2019 at 4 P.M. The cost at base salary for this time frame is \$16,761.63. This does not include any potential overtime that may be incurred. Lt. Schreier has been asked to be cognizant of minimizing overtime accrual.

Any questions, please feel free to contact me.

Sheriff Matthew Crisafulli



Worcester County Sheriff's Office
One West Market Street, Room 1001
Snow Hill, MD 21863
410-632-1111 ext. 2231 (Susan)/ 410-632-3070 fax
www.WorcesterSheriff.com