

AGENDA

WORCESTER COUNTY COMMISSIONERS

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

Wednesday, November 7, 2018

Item

- 9:00 AM - Meet in Commissioners' Conference Room - Room 1103 Government Center, One West Market Street, Snow Hill, Maryland - Vote to Meet In Closed Session
- 9:01 - Closed Session: Discussion regarding hiring a Roads Worker I for the Roads Division and a Maintenance Worker III for the Maintenance Division and Personnel Changes in the Water and Wastewater Division of Public Works; considering posting to fill a vacancy for a Receptionist in Development Review and Permitting; considering acquisition of real property for public purposes; 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
- 10:05 - Presentation of Proclamation Recognizing November as National Adoption Month 1
and Commendation Recognizing Steve and Tina Collins as Adoptive Parents of the Year 2
- 10:10 - L. Taylor, W. Gordy - Board of Education: Proposed FY20 Capital Improvement Plan 3
- 10:20 -
- 10:30 - B. Jones - Information Technology Director: County Broadband Update 4
- 10:40 -
- 10:50 - M. Pennington - Tri-County Council (TCC): Introduction of new Director Gregory Padgham 5-6
- 10:55 - S. Norton - Human Resources Director: Introduction of new Safety Coordinator Kevin Candy 7
- 11:00 - Chief Administrative Officer: Administrative Matters 8-10, 12-35
(Request for Benefits Proposals - Pharmacy and Dental; Bid Specifications for Housing Rehabilitation Project in West Ocean City; Local Management Board - 2019 Community Partnership Agreement; FY19 Certification for Cooperative Local-State Library Aid Programs; 2020 State Aid for Police Protection Fund Application; Change in Sponsorship for Dividing Creek Rural Legacy Area; FY19 Dividing Creek Rural Legacy Area Grant Agreement; Proposed Relocation of Kitts Branch Tax Ditch - Viewers Report Committee Request; Lighthouse Sound Speeding Concerns; Judges Secured Parking Lot Improvements; Bid Specifications for Courthouse HVAC Renovation; Bid Award for Motor Grader for Roads Division; Mystic Harbour Effluent Disposal - Eagles Landing Connection - Change Order Number 1; Riddle Farm Equalization Tank Rehabilitation Design Services; Central Landfill Cell 5 Construction - Change Order Number 4 - Weather Delays; Cobalt Evaluation at Central Landfill Facility; Nuisance Abatement Request and Report - 5492 and 5496 Stockton Road, and 10720 St. Martins Neck Road; Scheduling of a Public Hearing on MD Route 589 - McAllister Road - Griffin Road Neighborhood Sectional Rezoning; Emergency Medical Dispatch Training Grant; Proposed CAD Software Upgrade; Proposed Exacom EARS Compact Recording Device; Proposed Telephone Fiber Upgrade - Part II; P25 Radio System Status Update; Requested Letter of Support for Medical Examiners Pay Increase; Proposed Christmas Turkey or Ham Gift Cards for County Employees; Proposed County Commissioners' Meeting and Budget Schedule for 2019; and potentially other administrative matters)
- 11:10 -
- 11:20 -
- 11:30 -
- 11:40 -
- 11:50 -
- 12:00 - Questions from the Press

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!

Minutes of the County Commissioners of Worcester County, Maryland

October 23, 2018

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

Following a motion by Commissioner Mitrecic, seconded by Commissioner Bertino, 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 Article of the Annotated Code of Maryland and to perform administrative functions. 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; and Stacey Norton, Human Resources Director. Topics discussed and actions taken included: hiring Jacob Gross, Paul Leimbach, Catherine Stromberger, and Kallie Speta as Communications Clerk Trainees for Emergency Services, Kevin Candy as a Safety Coordinator for Human Resources, and John Partridge as a Maintenance Worker I for the Water and Wastewater Division, and Shawn Warren as a Roads Worker I for the Roads Division of Public Works; posting to fill the position of Roads Worker II and Traffic Control Foreman in the Roads Division, and a Recycling Crew Leader and a Recycling Worker I for the Solid Waste Division of Public Works; temporarily promoting Michael Adams from Corporal to Sergeant within the Jail; discussing potential and pending litigation and receiving legal advice from counsel; and performing administrative functions.

After the closed session, the Commissioners reconvened in open session. Commissioner Purnell called the meeting to order and announced the topics discussed during the morning closed session.

Superintendent Lou Taylor informed the Commissioners about the death of a 19-year-old Cedar Chapel Special School student following multiple seizures, advised that grief counseling is being provided at the school, and asked them to keep the school faculty, students, and parents in their thoughts and prayers.

The Commissioners reviewed and approved the October 2, 2018 open session meeting minutes as revised and closed session meeting minutes as presented.

The Commissioners presented commendations to Worcester Technical High School (WTHS) teachers and students who are ranked as top performing career and educational students

nationally and who performed with excellence during the 54th annual SkillsUSA National Leadership and Skills Conference in June 2018 as follows: Kaleb Schmucki and Maggie Kemp took 4th place in Mobile Robotic Technology; Helen Odenwald, Anastacia Elbert, Mia Dill, and Jessica Wynne took 6th place in Career Pathways-Human Services; Makayla Zajdel, Sierra Payne, and Danielle Munn took 6th place in Career Pathways-Health Services; DJ Taylor, Harley Elsner, and Zach Moats took 6th place in Occupational Health and Safety/Single; Rebecca Staines, Chase Farlow, and Daniel Outten took 6th place in Team Engineering Challenge-Middle School; Shea Griffin took 7th place in Related Technical Math; Eric Taylor took 9th place in Building Maintenance; and DeShawn Collick and Adam Taylor took 10th place in Community Action Project.

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

Pursuant to the recommendation of Housing Program Administrator Jo Ellen Bynum and upon a motion by Commissioner Mitrecic, the Commissioners unanimously agreed to subordinate the County's 2013 Housing Rehabilitation 10-Year Loan/Conditional Grant Agreement with Lorraine A. Fasciocco, in the original amount of \$19,520 and with a remaining balance of \$9,760, to Provident Funding Associates, L.P. Ms. Bynum reviewed the request, noting that Ms. Fasciocco is refinancing her mortgage to reduce her interest rate and monthly payments.

Pursuant to the request of Ms. Bynum and upon a motion by Commissioner Elder, the Commissioners unanimously approved bid specifications for the general rehabilitation of an owner-occupied home on Friendship Road in Berlin, which is to be funded through the County's current Housing Rehabilitation Grant under the Community Development Block Grant (CDBG) program.

Pursuant to the request of Ms. Bynum and upon a motion by Commissioner Lockfaw, the Commissioners unanimously approved bid specifications for the general rehabilitation of an owner-occupied home on White Horse Drive in Berlin, which is to be funded through the County's current Housing Rehabilitation Grant under the CDBG program.

Pursuant to the request of Economic Development Deputy Director Kathryn Gordon and upon a motion by Commissioner Church, the Commissioners unanimously authorized Commission President Purnell to sign the Independent Contractor's Agreement between the County Commissioners of Worcester County, Maryland and Fawn Mete of Sinepuxent Group, LLC for the 2019 Summer Step Up and Reach for the Stars STEM Camp and Internship Program. Ms. Gordon advised that since 2013 up to 60 students have been selected to serve in the program each summer. She stated that with the approved budget increase of \$100,000, along with additional funding of \$10,000 from the Tri-County Council of the Lower Eastern Shore (TCC) Rural Maryland Development Fund, they are working to strengthen the NASA Wallops Flight Facility partnership, increase the number of students served, and focus recruitment on college interns approaching graduation.

Pursuant to the request of Recreation and Parks Director Tom Perlozzo and upon a motion by Commissioner Mitrecic, the Commissioners unanimously awarded the best bid for the design, supply, and installation of playground equipment at Stockton Park to Cunningham Recreation of Queenstown, Maryland at a total cost of \$53,958.92. Mr. Perlozzo explained that while the four bids received were all within a few dollars of each other, only Cunningham Recreation offers a lifetime warranty on the posts while also offering the greatest play value in terms of elevated and ground-level component parts, making Cunningham the best value.

Pursuant to the request of Mr. Perlozzo and upon a motion by Commissioner Mitrecic, the Commissioners unanimously approved the request for proposals (RFP), which was developed in conjunction with the Maryland Department of the Environment (MDE) and the Maryland Department of Natural Resources (DNR), to complete engineering services for the Public Landing Dredging Project. Mr. Perlozzo advised that funds of \$80,000 are available within the FY19 budget for this Public Landing improvement.

The Commissioners met with Mr. Tustin to review a proposed five-year Land Lease Agreement between Worcester County (Lessor) and Verizon Wireless (Lessee) to permit Verizon to construct a free-standing communications tower on a 50' x 50' area of County-property at the Ocean Pines Wastewater Treatment Plant (WWTP) identified on Tax Map 16 as Parcel 78 for which they will pay the County \$20,000 annually, with 2% increases annually for the duration of the agreement. Mr. Tustin explained that this five-year lease includes a provision that would potentially permit four additional five-year renewals.

In response to a question by Commissioner Mitrecic, Mr. Tustin advised that the County had done its due diligence to compare like lease pricing, and he further agreed to speak with Ocean City officials regarding similar lease rates.

In response to a question by Commissioner Bertino, County Attorney Maureen Howarth advised that Verizon has authorization to build the tower up to 199 feet; however, the plans for this tower are to build a 127-foot tower. She further advised that, while the County has no foreseeable need for space for Emergency Services or broadband on this specific tower, requests such as these should be reviewed on a case by case basis to determine whether future lease agreements should include a clause allowing the County access to tower space.

Commissioner Bunting stated that technological advances make it difficult to determine what the needs of the County will be for tower space tomorrow; therefore, he urged that this lease agreement be amended to include a provision of County space on the tower at no cost to the County.

Following some discussion and upon a motion by Commissioner Mitrecic, the Commissioners unanimously authorized Commission President Purnell to sign the five-year Land Lease Agreement between Worcester County (Lessor) and Verizon Wireless (Lessee) for construction of a free-standing communications tower on a 50' x 50' area of County-property at the Ocean Pines Wastewater Treatment Plant (WWTP) identified on Tax Map 16 as Parcel 78, with an annual lease payment of \$20,000, with 2% increases annually for the duration of the agreement, as amended to include a provision to allot space for the County on the tower at no cost to the County.

Pursuant to the request of Mr. Tustin and upon a motion by Commissioner Mitrecic, the Commissioners voted 6-1, with Commissioner Elder voting in opposition, to award the low bid for the purchase of two International Model MV HV 507 Dump Trucks to Baylor, Inc. DBA International of Delmarva of Salisbury, Maryland at a total delivered price of \$265,964, including options for pre-trip inspection and alarm sound. Commissioner Elder stated that Baylor, Inc. recently lost mechanics and was worried they may not be able to perform warranty work, so he preferred the bid from Western Star Trucks of Delmarva at a cost of \$271,114.

Pursuant to the recommendation of Mr. Tustin and upon a motion by Commissioner Elder, the Commissioners unanimously rejected all three bids for the purchase of a trailer with hydraulic gate for the Roads Division of Public Works, as none of the bids received met the required specifications. The Commissioners further authorized staff to solicit pricing from various vendors in lieu of absorbing re-advertising costs and competitive bid processing time.

Pursuant to the recommendation of Mr. Tustin and upon a motion by Commissioner Mitrecic, the Commissioners unanimously awarded bids to purchase 36 vehicles, as approved in the FY19 County Operating Budget as follows: one 2019 Dodge Durango SXT AWD mid-size SUV 4X4 at \$26,298.00, and five 2019 Ram 1500 Regular Cab full-size pickup trucks 2WD at \$18,275.00 each to IG Burton and Company, Inc. of Milford, Delaware; and two 2019 Ram 1500 Regular Cab 4X4 full size pickup trucks at \$21,196.00 each, one 2019 Chevy Cruze LS Standard Sedan at \$15,997.00, three 2019 Ram 1500 Regular Cab 2WD full size pickup trucks at \$17,474.00 each, one 2019 Chevy 3500 Express Cargo Van 2WD at \$25,824.00, one 2019 Ram 1500 Classic Quad Cab 4X4 pickup truck at \$23,564.00, two 2019 Ford F250 Regular Cab 4X4 pickup trucks at \$27,251.00 each, three 2019 Chevy Colorado Extended Cab 2WD pickup trucks at \$21,744.00 each, two 2019 Ram 1500 Regular Cab 2WD pickup trucks at \$17,474.00 each, two 2019 Ram 1500 Regular Cab 2WD pickup trucks at 17,620.00 each, one 2019 Chevy Impala LS W/IFL full-size four-door at \$23,194.00, two 2019 Chevy Tahoe Police Package SUV full-size SUV 4X4 unmarked at \$35,946.00 each, three 2019 Chevy Tahoe Police Package SUV full-size 4X4 at \$36,329.00 each, five 2019 Chevy Tahoe Police Package 2WD full-size SUVs at \$33,410.00 each, and two 2019 Chevy Silverado 1500 Double Cab 4X4 pickup trucks at \$26,227.00 each to Hertrich Fleet Services of Milford, Delaware.

Pursuant to the request of Mr. Tustin and upon a motion by Commissioner Lockfaw, the Commissioners unanimously awarded the bid for the purchase of one 2019 Caterpillar Model 725 C2 off-road dump truck for use within the Solid Waste Division of Public Works to Alban Tractor of Baltimore, Maryland at an acquisition cost of \$416,186, less guaranteed buyback at the end of seven years of \$115,000, for a net adjusted price of \$301,186 and a monthly lease payment of \$5,955.66 over 84 months at an interest rate of 5.35%.

Pursuant to the request of Mr. Tustin and upon a motion by Commissioner Church, the Commissioners unanimously authorized Commission President Purnell to sign the Sandpiper Energy Commercial Application for Gas Service for the Boiler Gas Conversion Project at the County Health Department in Berlin to include assigning a temporary right-of-way (ROW) on the County's property during the installation of the gas line. With this application, the Health

Department office in Berlin will be converted from fuel oil to natural gas, at a total estimated cost of \$19,749, which includes the following: extending natural gas supply line from the street to the building at no cost; labor and materials to purchase and install new natural gas burners, all gas lines, gas permit, start up and calibration at a cost of \$9,854; removal and disposal of the underground oil storage tank at a cost of \$9,500; excavated soil testing at a cost of \$395; and fill dirt for excavation at no cost. Mr. Tustin stated that this office is one of four County facilities that still utilize fuel oil for heating, and replacing the fuel oil lines will eliminate the risk of leaks that can contaminate the soil, while also providing cleaner emissions from the boilers.

In response to a question by Commissioner Bertino, Mr. Tustin advised that the Court House, Jail, and Pocomoke Branch Library are also served by fuel oil.

Pursuant to the recommendation of Development Review and Permitting (DRP) Director Ed Tudor and upon a motion by Commissioner Mitrecic, the Commissioners unanimously awarded the sole bid for the demolition and disposal of the structure at 13412 Madison Avenue in Ocean City, Maryland at a total cost of \$25,300 to Delmarva Arborists, LLC of Salisbury, Maryland. In response to a question by Commissioner Bunting, Mr. Tudor advised that the bid includes testing for asbestos; however, if asbestos is detected there will be an additional expense to properly dispose of the materials.

Pursuant to the recommendation of Mr. Tudor and upon a motion by Commissioner Mitrecic, the Commissioners unanimously agreed to schedule a public hearing on November 20, 2018 to receive public comment on an application submitted by Hugh Cropper, IV on behalf of Sea Oaks Village, LLC to establish a Residential Planned Community (RPC) floating zone on the property known as Sea Oaks, located on the westerly side of MD Rt. 611 (Stephen Decatur Highway), north of Sinepuxent Road, and more specifically identified on Tax Map 26 as Parcel 274, Lot 3A, which is proposed for the development of 59 townhouses and two commercial buildings consisting of 24,570 square feet of mixed use. Mr. Tudor advised that the proposal will be reviewed by the Planning Commission on November 1, 2018.

Pursuant to the recommendation of Mr. Tudor and upon a motion by Commissioner Mitrecic, the Commissioners unanimously agreed to schedule a public hearing on November 20, 2018 for Rezoning case No. 420. This application was submitted by Attorney Hugh Cropper, IV, on behalf of Ocean Tower Investment, LLC, property owners, and seeks to rezone 2.22 acres of land located on the south side of St. Martins Neck Road, directly opposite the entrance to the Todd Industrial Park, and more specifically identified on Tax Map 10 as Parcel 27, Lot 1 in the Fifth Tax District of Worcester County, Maryland, from E-1 Estate District to A-2 Agricultural District. Mr. Tudor advised that the application received a favorable recommendation from the County Planning Commission.

Pursuant to the written recommendation of Environmental Programs Director Bob Mitchell and upon a motion by Commissioner Bunting, the Commissioners unanimously accepted the sole proposal from Peter Johnston & Associates, LLC to update the Worcester County Atlantic Coastal Bays Critical Area Law and the Worcester County Chesapeake Bay Critical Area Ordinance at a cost of \$9,750.00 and a lump sum cost of \$375.00 for each

additional meeting attended in Worcester County at the request of the County that is not specifically included in the Request for Proposals. Environmental Programs Deputy Director David Bradford advised that the work is scheduled to start November 1, 2018 and should be complete by March 2019.

The Commissioners met with Mr. Bradford to schedule a public hearing on a Comprehensive Water and Sewerage Plan amendment application submitted by Attorney Hugh Cropper, IV, on behalf of Sea Oaks Village, LLC, to reclassify the sewer planning area for a single property from S-3 (service to be provided within six to 10 years) to S-1 (service to be provided within two years) and to include it in the Mystic Harbour Sanitary Service Area (SSA), to include a revised equivalent dwelling unit (EDU) table that will accurately reflect the planning and connection activities in the SSA. The applicant has requested the change in sewer service classification to serve a proposed RPC on the west side of MD Rt. 611 (Stephen Decatur Highway), as previously referenced by Mr. Tudor in scheduling the public hearing on the RPC application. Mr. Bradford advised that the Planning Commission found the proposed amendments to be consistent with the County's Comprehensive Development Plan and granted the application a favorable recommendation.

Upon a motion by Commissioner Mitrecic, the Commissioners unanimously agreed to schedule a public hearing on November 20, 2018 to receive public comment on the proposed amendments to the Worcester County Water and Sewerage Plan as requested.

Pursuant to the request of Fire Marshal Jeff McMahan and upon a motion by Commissioner Elder, the Commissioners unanimously approved an over-expenditure of \$2,320 in the FY19 budget to cover the cost of unplanned repairs for a vehicle involved in an accident on September 5, 2018. Mr. McMahan advised that most of the available funding in the vehicle expense account has been used to fund unanticipated vehicle expenses, leaving a current balance of only \$1,431.60, which is not enough to cover this additional expense.

The Commissioners reviewed the written request of Budget Officer Kathy Whited to transfer FY19 budgeted funds of \$478,870 from the former Information Technology Division of Emergency Services to the stand-alone Information Technology Department. Chief Administrative Officer Harold Higgins reviewed this housekeeping matter to establish Information Technology as a new department. In response to a question by Commissioner Mitrecic, Mr. Higgins stated that there are now 18 County departments and offices, with 12 reporting directly to County Administration.

The Commissioners met with Budget Accountant Kim Reynolds to review and consider scheduling a public hearing on the requested five-year Capital Improvement Plan (CIP) FY20 - FY24. Ms. Reynolds advised the Commissioners that projects totaling \$91,867,085 are proposed over the five-year period. She stated that, of the proposed projects, \$7,927,492 or 8.63% are proposed to be funded by the General Fund and \$53,418,101 or 58.15% from general bond funds. The remaining portion would be funded by user fees, grant funds, State match funds, State loans, assigned funds, and enterprise fund bonds. She reminded the Commissioners that the CIP is strictly a planning document, and a project's inclusion in the CIP does not constitute funding

approval. Rather, each project will be considered and if approved would be refined as details come to light and as projected revenues are known. Priority projects would be given approval to move forward with more detailed planning.

Upon a motion by Commissioner Bertino, the Commissioners unanimously agreed to schedule a public hearing on November 20, 2018 to receive public comment on the requested five-year CIP FY20 - FY24 as presented.

Pursuant to the request of County Engineer Bill Bradshaw and Warden Donna Bounds and upon a motion by Commissioner Bertino, the Commissioners unanimously awarded the contract for general construction of the County Jail HVAC Renovation Project to Bancroft Construction Company of Wilmington, Delaware at a base bid of \$2,970,000, and including alternate numbers 1 - AHU-4 cooling system at an additional cost of \$75,000, 5 - PVC jacketing, for an additional cost of \$7,000, and both 4 - ATC System by Modern Controls and 6 - High Efficiency Unit at no additional cost, for a total project cost of \$3,052,000. In addition, the Commissioners approved rental of a temporary kitchen from Rental Solutions for \$215,528 and commissioning of equipment by Gipe Engineering for \$16,000, and other project expenses for a total project cost of \$3,495,820. Mr. Bradshaw advised that, while the most recent Jail addition was built in 2008, bringing the facility to 135,000 square feet. The original 47,000-square-foot facility built in 1980 is still being served by the original failing HVAC system and equipment.

In response to a question by Commissioner Bertino, Mr. Bradshaw confirmed that project costs exceed budgeted funds of \$2.7 million for this project; however, he understands that funds will be available within the FY19 budget through the Assigned Fund Balance to cover this deficit. He confirmed that the overage was due to increasing market prices and advised that rebidding the project without reducing the scope of work would likely result in even higher bid prices.

In a related matter and in response to a question by Commissioner Elder, Mr. Bradshaw advised that any plans to develop a Central Booking facility at the Jail would need to be addressed independent of this specific project, since such a facility would not be located in the region of the Jail currently planned for rehabilitation.

The Commissioners met in legislative session.

The Commissioners conducted a public hearing to receive public comment on Bill 18-4 (Public Safety - Animal Control), which was introduced by Commissioners Bertino, Bunting, Church, Elder, Lockfaw, Mitrecic, and Purnell on September 18, 2018. County Attorney Maureen Howarth reviewed the bill, which adds 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. Ms. Howarth stated that the bill amends Subsection PS 2-101(b) to include definitions of the terms suitable shelter, tethered, restraints, and unsafe weather conditions and adds new Subsections PS 2-101(v) establishing standards for tethering an animal, PS 2-101(w) establishing suitable tiered shelter of animals if left outdoors and unattended, and PS 2-101(x) establishing

that shade must be provided if an animal is to be left outdoors and unattended and the forecasted weather is 85 degrees Fahrenheit or higher.

Commissioner Purnell opened the floor to receive public comments.

Heather Bahrami, of the Worcester County Humane Society Board of Directors, stated that she felt frustrated and helpless when coming into contact with animals left out in the snow or tethered to tiny dog houses, and for that reason last year she asked Commissioner Church to introduce legislation to give the existing laws the teeth needed for Animal Control Officers to intervene when pets are subjected to inhumane conditions. She advised that a petition she introduced online recently advocating for legislation to help and protect animals has already garnered more than 1,900 signatures, with hundreds of positive comments and zero negative comments. She therefore encouraged the Commissioners to adopt Bill 18-4 as presented.

Judith Galuardi of Berlin advised that living, breathing animals deserve to be treated humanely, and she asked the Commissioners to support Bill 18-4.

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

Upon a motion by Commissioner Mitrecic, the Commissioners unanimously adopted Bill 18-4 (Public Safety - Animal Control) as presented. Commissioner Church thanked the Commissioners and the public for their support.

The Commissioners conducted a public hearing to receive public comment on Bill 18-5 (Zoning - Surface Mining), which was introduced by Commissioners Bertino, Bunting, Church, Elder, Lockfaw, Mitrecic, and Purnell on September 18, 2018. Assistant Chief Administrative Officer Kelly Shannahan reviewed the bill, which he advised is a housekeeping measure that addresses standards for reclamation of County-owned surface mining operations and is required for the County to qualify for an exemption to the Maryland Surface Mining Law of 1977 by the Maryland Department of the Environment (MDE) for continued use of the County's Langmaid Road Borrow Pit by the Roads Division of Public Works. Specifically, this bill adds a new Subparagraph ZS 1-330(c)(24) to provide that the Commissioners may, by resolution, adopt further standards for reclamation of County-owned surface mining operations.

Commissioner Purnell opened the floor to receive public comments.

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

Upon a motion by Commissioner Mitrecic, the Commissioners unanimously adopted Bill 18-5 (Zoning - Surface Mining) as presented.

The Commissioners conducted a public hearing to receive public comment on Bill 18-6 (County Government - Competitive Bidding Threshold), which was introduced by Commissioners Bunting, Church, Elder, Lockfaw, Mitrecic, and Purnell on September 18, 2018. Mr. Shannahan reviewed the bill, which repeals and reenacts CG 4-202(a) to revise the threshold requiring competitive bidding for any single purchase by the County from \$10,000 to \$25,000, to reflect changes recently adopted by the County Commissioners in Resolution No. 18-19, Revising and Rezoning Financial Management Rules and Procedures for County Departments.

Commissioner Purnell opened the floor to receive public comments.

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

Upon a motion by Commissioner Mitrecic, the Commissioners voted 6-1, with Commissioner Bertino voting in opposition, to adopt Bill 18-6 (County Government -

Competitive Bidding Threshold) as presented.

Commissioner Purnell closed the legislative session.

Commissioner Bunting temporarily left the meeting.

Pursuant to the request of Emergency Services Director Fred Webster and upon a motion by Commissioner Lockfaw, 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 support State and local preparedness efforts.

Pursuant to the request of Mr. Webster and upon a motion by Commissioner Bertino, the Commissioners unanimously approved the Memorandum of Understanding (MOU) between Maryland Department of Information Technology (DoIT), the Maryland Statewide Interoperability Radio Control Board, and the County Commissioners on behalf of Emergency Services for use of radio talk groups from the Maryland 700 MHZ radio system, and allowing State agencies to program talk groups from the County's P25 800 MHZ radio system into their radios for interoperable communications.

Commissioner Bunting returned to the meeting.

Mr. Webster provided the Commissioners with details about Operation Tourist Boom on the beach in Ocean City from November 2-3, 2018, an emergency preparedness exercise being hosted by the Maryland Army National Guard in cooperation with the Town of Ocean City. Mr. Webster advised that the exercise will include local and state agencies responding to a simulated chemical, biological, radiological, nuclear, explosive (CBRNE) and active shooter incidents. He advised that a number of County departments and agencies will assist with the exercise.

In response to concerns raised by Commissioner Church, Mr. Webster advised that public service announcements are being published on television, radio, and print news outlets as well as Maryland State Highway Administration (SHA) message boards to inform residents and visitors about the exercise.

Mr. Webster and Assistant Director James Hamilton provided the Commissioners with a P25 Radio System status update. Mr. Webster stated that the County, with support from Federal Engineering (FE), continues to work with Harris Corporation on final acceptance of the P25 Radio System. He noted that FE is completing an independent analysis of the Bit Error Rate (BER) testing received by Harris on October 12, 2018. He advised that there have been no reports of radio transmission issues since August 20, 2018. He concluded that staff is aware of one radio transmission issue that occurred while scanning in an ambulance; however staff and Harris are working with the reporting party to determine if there is a technical or operational issue related to this report. Mr. Shannahan advised that once staff receives the analysis from FE they will forward it to the Commissioners.

Ms. Howarth reviewed a request from Richard Smith, who subleases the County-owned premises known as Stores No. 2 and 3 (former 16th Street Liquor Store) in the Layton Plaza Shopping Center in Ocean City from the County, to sub-sublease stores 2 and 3 to OC Freddie's, LLC. Ms. Howarth advised that she has reviewed and approves of the sub-sublease, which has also been approved by the landlord, Layton Plaza, LLC (Tony Christ). Upon a motion by Commissioner Church, the Commissioners unanimously approved the proposed sub-sublease for the former 16th Street Liquor Store in Ocean City.

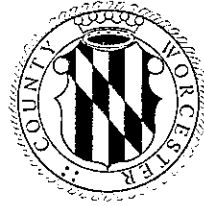
The Commissioners met with Mr. Shannahan on behalf of the Worcester County Sewer Committee to discuss a request from Hugh Cropper, IV, attorney for ODIE-1, LLC, Mark R. Odachowski (the applicant) to allocate 45 equivalent dwelling units (EDUs) of sanitary sewer service from the Mystic Harbour Sanitary Service Area (SSA) to serve two proposed restaurants, with 23 EDUs for a 276-seat restaurant and 22 EDUs for a 256-seat restaurant on an approximately 1.82-acre property located on the west side of Ocean Gateway (U.S. Rt. 50), west of Stephen Decatur Highway (MD Rt. 611) in West Ocean City (WOC), and more specifically identified on Tax Map 27 as Parcel 137 (current site of the Alamo Motel). Mr. Shannahan advised that the subject property is currently served by 11 EDUs of sewer capacity in the WOC Sanitary Service Area (SSA). Since the property cannot be served by sewer from two different sanitary districts on the same account, the applicant can sell and transfer those 11 WOC EDUs to other properties in the WOC SSA, in accordance with the provisions of Resolution No. 97-1. He stated that approval of Mystic Harbour EDUs for the subject property should, therefore, be conditioned upon acknowledgment by the owner that the 11 West Ocean City EDUs cannot be mixed with the Mystic Harbour EDUs.

Mr. Shannahan outlined the 161 EDUs currently available in Area 1 - North of the Airport for the following uses: 58 EDUs (Infill and Intensification), 50 EDUs (Vacant or Multi-Lot properties), 17 EDUs (Single Family Dwellings), and 36 EDUs (Commercial). He concluded that either the Infill and Intensification category or the Commercial category would be the most appropriate categories from which to consider assigning these EDUs if the Commissioners are inclined to approve Mr. Cropper's request.

Mr. Shannahan advised that the approved expansion of the Mystic Harbour Wastewater Treatment Plant (WWTP) and project funding from the United States Department of Agriculture (USDA) were predicated on the need for infill and intensification of properties along the U.S. Rt. 50 commercial corridor and vicinity, service to vacant or multi-lot properties, single family dwellings converting from septic systems to public sewer, and commercial properties. Furthermore, the Planning Commission recommended a rating system to rank priority allocations of the additional EDUs with highest priority to (1) infill lots, then (2) expansion of existing facilities, then (3) replacement of septic tanks, and last (4) new developments.

Following some discussion and upon a motion by Commissioner Mitrecic, the Commissioners unanimously approved Option 1, approving the request for 45 EDUs of sewer services from Area 1 to serve the ODIE-1, LLC property subject to the owner's acknowledgment that the 11 WOC EDUs cannot be mixed with the Mystic Harbour EDUs, and with Mystic Harbour EDUs allocated as follows: 20 EDUs from Commercial and 25 EDUs from Infill and Intensification.

The Commissioners answered questions from the press, after which they adjourned to meet again on November 7, 2018.



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

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

OFFICE OF THE
COUNTY COMMISSIONERS

Worcester County

GOVERNMENT CENTER
ONE WEST MARKET STREET • ROOM 1103

SNOW HILL, MARYLAND

21863-1195

PROCLAMATION

WHEREAS, since 1995 when then President Bill Clinton proclaimed November as National Adoption Month, our nation has paused each November to recognize that foster children need to be raised in loving families with parents who will protect, nurture, and support them as they grow; and

WHEREAS, the Worcester County Department of Social Services (DSS) partners with families to secure the resources, support and care that are vital to the future success of County sons and daughters, who lack these foundational elements, and that bring the joy of adoption to families.

NOW, THEREFORE, we the County Commissioners of Worcester County, Maryland, do hereby recognize November as **National Adoption Month**, and we support the efforts of DSS professionals to raise awareness and educate the community about the youth currently in foster care who are waiting to join their own permanent, loving families.

Executed under the Seal of the County of Worcester, State of Maryland, this 7th day of November, in the Year of Our Lord Two Thousand and Eighteen.



Diana Purnell, President

Theodore J. Elder, Vice President

Anthony W. Bertino, Jr.

Madison J. Bunting, Jr.

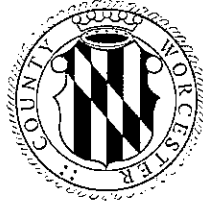
James C. Church

Merrill W. Lockfaw, Jr.

Joseph M. Mitrecic

Citizens and Government Working Together

1



2

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

COMMISSIONERS
DIANA PURNELL, PRESIDENT
THEODORE J. ELDER, VICE PRESIDENT
ANTHONY W. BERTINO, JR.
MADISON J. BUNTING, JR.
JAMES C. CHURCH
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OFFICE OF THE
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Worcester County
GOVERNMENT CENTER
ONE WEST MARKET STREET • ROOM 1103
SNOW HILL, MARYLAND
21863-1195

COMMENDATION

WHEREAS, Steve and Tina Collins have been named the 2018 Worcester County Adoptive Parents of the Year for providing a loving, caring, nurturing and permanent home environment to their five adopted children; and

WHEREAS, in April 2018 Mr. and Mrs. Collins adopted the five siblings they had been fostering, three boys and two girls. We honor Mr. and Mrs. Collins for opening their hearts and home to provide Worcester sons and daughters with a forever family.

NOW, THEREFORE, we the County Commissioners of Worcester County, Maryland, do hereby commend **Steve and Tina Collins** for partnering with the Worcester County Department of Social Services to provide a loving, forever home to their adoptive children and for fostering life locally.

Executed under the Seal of the County of Worcester, State of Maryland, this 7th day of November, in the Year of Our Lord Two Thousand and Eighteen.



Diana Purnell, President

Theodore J. Elder, Vice President

Anthony W. Bertino, Jr.

Madison J. Bunting, Jr.

James C. Church

Merrill W. Lockfaw, Jr.

Joseph M. Mitrecic



The Board of Education of Worcester County

6270 Worcester Highway
Newark, Maryland 21841
www.worcesterk12.org
Telephone: (410) 632-5000
Fax: (410) 632-0364

3

Board Members

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President

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Superintendent of Schools

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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

October 30, 2018

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

Dear President Purnell:

On an annual basis, we review our Capital Improvement Program (CIP) with the Commissioners. On November 7th, we will be reviewing the proposed FY 2020 CIP with you. The FY20 CIP has been developed in accordance with the County Capital Improvement Plan and is in compliance with the Maryland Interagency Commission for School Construction (IAC) regulations.

We will be seeking the Commissioners' approval of the enclosed CIP as a planning document. Verification to the IAC that the County Commissioners have approved the proposed plan is needed no later than November 27th. The 2018-2019 Educational Facilities Master Plan provides additional information on our current and future facility needs and is available for your viewing or downloading from our school system web site at:
http://www.worcesterk12.org/district_leadership/strategic_planning/facilities/

The proposed FY20 CIP is consistent with the Worcester County Ten Year Capital Improvement Plan and incorporates all prior recommendations of the County Commissioners regarding our future school construction needs as follows:

- **Showell Elementary School: Replacement School**

The Showell Elementary School Feasibility Study, completed in April 2014, detailed the need for the construction of a replacement school. The Study was approved by the Board of Education in May 2014 and by the County Commissioners in August 2014. The Study, including the replacement school recommendation, was approved by the State in September 2014. The Board of Education completed Conceptual Planning and Educational Specifications for the Showell project in August 2016. Through this process, and in cooperation with the Commissioners and County staff, we reduced the nearly \$60 million preliminary project cost estimate for Showell to the final approved project cost of \$47.5 million. In June, the State approved our FY19 CIP funding request of \$4,336,000. Our FY20 CIP requests the \$4,336,000 balance of State funding for the project.



The project Educational Specifications were approved by the State in November 2016 and the Schematic Design Documents were approved in April 2017. The Design Development documents were approved by the State in December 2017 and the Construction Documents were approved in April 2018. We opened bids for the project on June 13, 2018. Following approval of the bids by the Board of Education, the County Commissioners and the State, we began construction of the new school on September 29, 2018.

I would like to, once again, express my sincere appreciation to each of the County Commissioners for your invaluable input, your unwavering support and for your leadership as we navigated through the design and bidding phases of the Showell project over the past few years. Over the next few decades, thousands of Showell Elementary students will benefit from the work you have done and the decisions you have made which will allow us to open the doors to the new school in September 2020.

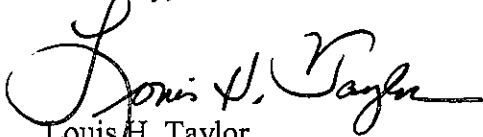
- **Future Projects**

The FY20 CIP also includes a roof replacement project at Pocomoke Middle School, a proposed addition project at Stephen Decatur Middle School to eliminate the need for nine portable classrooms at the school and roof replacement projects at Snow Hill Middle and Pocomoke Elementary Schools. Our long range planning also includes a proposed renovation/addition or replacement school project for Buckingham Elementary School.

It is our belief that we have been successful in addressing our school construction needs because of the combined efforts of our Board of Education, County Commissioners, state legislators and community members. It is our hope that with the ongoing support of the County Commissioners, we will continue to provide all Worcester County children with excellent educational facilities.

The Board of Education and I want to thank and commend you for your continued support of our school system. I look forward to meeting with you on November 7th to discuss the FY20 Capital Improvement Program.

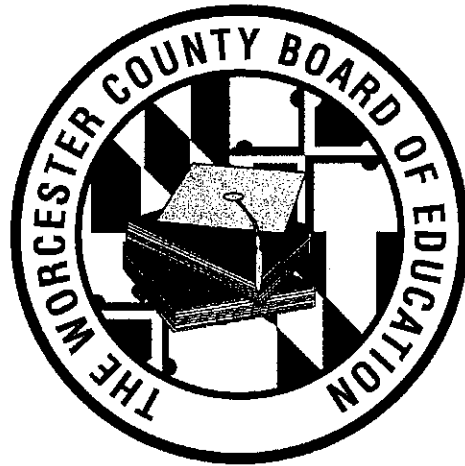
Sincerely,


Louis H. Taylor
Superintendent of Schools

LT:jjp

cc: Board of Education Members
Mr. Harold Higgins

WORCESTER COUNTY PUBLIC SCHOOLS



**FY2020
CAPITAL IMPROVEMENT PROGRAM (CIP)**

September 18, 2018

**FY 2020 CAPITAL IMPROVEMENT PROGRAM
WORCESTER COUNTY PUBLIC SCHOOLS
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Worcester County FY 2020 Capital Improvement Program Summary

1. Showell Elementary Replacement School: Funding Request

- The Worcester County Public Schools FY2020 CIP includes a Funding Request for the Showell Elementary Replacement School.
- The IAC approved a partial funding request (\$4,336,000) for the Showell Elementary project in the FY2019 CIP. The FY2020 CIP funding request (\$4,336,000) is for the balance of the total approved State funding (\$8,672,000).
- Showell Elementary Replacement School Timeline:
 - Apr. 2014: Showell Elementary School Feasibility Study completed.
The Study recommended construction of a replacement school
 - May 2014: Feasibility Study approved by the Worcester County Board of Education.
 - Aug. 2014: Feasibility Study approved by the Worcester County Commissioners.
 - Sep. 2014: Feasibility Study approved by the IAC Designees.
 - Feb. 2016: Educational Specifications and Conceptual Planning for the replacement school began.
 - Two committees were formed to work with the project Architect, Becker Morgan Group, to develop a conceptual floor and site plan for the replacement school. Committee membership included representatives from County government, the Board of Education, administrators, teachers, parents, community members and the School Facilities Architect Supervisor from the MSDE School Facilities Branch.
 - Aug. 2016: Educational Specifications and Conceptual Plan approved by the Worcester County Board of Education.
 - Nov. 2016: Educational Specifications and Conceptual Plan approved by the Worcester County Commissioners.
 - Dec. 2016: Educational Specifications approved by MSDE/PSCP.
 - Jan. 2017: The IAC and BPW approved the Showell Elementary Planning Request in the FY 2018 Capital Improvement Program.
 - Apr. 2017: Schematic Design Documents approved by MSDE/PSCP.
 - Dec. 2017: Design Development Documents approved by DGS.
 - Apr. 2018: Construction Documents approved by DGS.
 - Apr. 2018: Construction Documents released to interested bidders.
 - May 2018: Pre-bid meeting conducted by CM at Showell Elementary.
 - Jun. 2018: Bid Opening held.
 - Jul. 2018: Bids reviewed and approved by the Worcester County Board of Education.
 - Aug. 2018: Bids reviewed and approved by Worcester County Commissioners.
 - Aug. 2018: Bid packages reviewed and approved by PSCP/IAC.
 - Sep. 2018: Construction Manager & contractors mobilize to the Showell site.
 - Oct. 2018: Construction begins.

2. Future Project Requests

- A roof replacement project at Pocomoke Middle School, an addition to Stephen Decatur Middle School, a roof replacement project at Snow Hill Middle School, a future renovation/addition/replacement project at Buckingham Elementary School and a roof replacement project at Pocomoke Elementary School are included in the FY2020 CIP.

3. Historical State School Construction Funding – Past Seven Years

- Page 3 of the FY2020 CIP is a chart which identifies Worcester County school construction State funding requests over the past seven years.

4. CIP State Funding: FY03 – FY19

- Page 4 of the FY2020 CIP is a chart which identifies State CIP funding for Worcester County school construction projects (renovation/addition, replacement school) from FY2003 through FY2019.

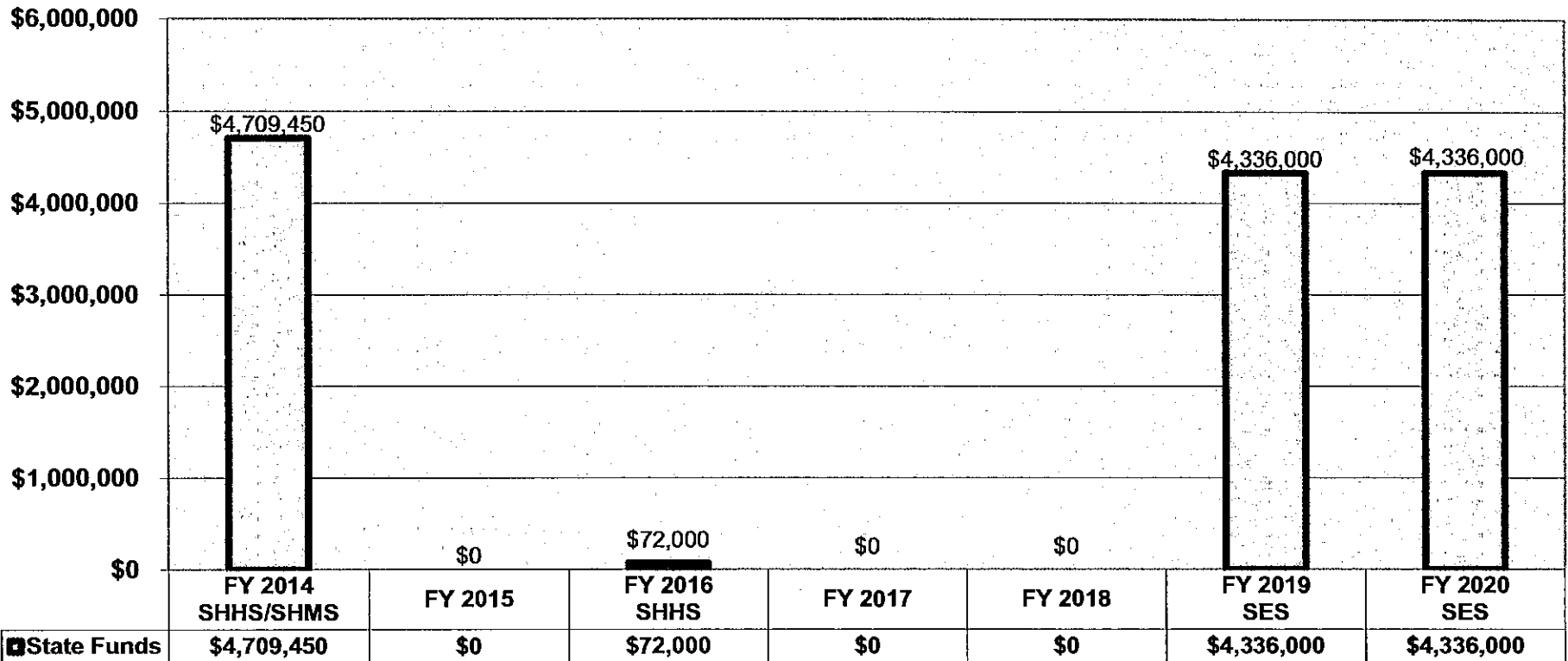
5. School Construction Projects: State/Local Funding History

- Page 5 of the FY2020 CIP is a chart which identifies Worcester County school construction projects (renovation/addition, replacement school) executed since FY2005.
 - The chart provides total construction cost and State and local funding for the one elementary school and the three high school projects completed since 2005 and the currently under construction Showell Elementary Replacement School.
 - The State/Local Cost Share Percentage applicable to Worcester County for the duration of the 16-year period has been 50%.
 - We have included this chart in our FY2020 CIP to clearly illustrate the significant and consistent financial commitment provided by the Worcester County Commissioners in support of our school construction program.

6. Analysis of Historical State of Maryland Enrollment/CIP Funding and Worcester County Enrollment and CIP Funding

- Page 6 of the FY2020 CIP is a chart which compares statewide public school K-12 enrollment and total CIP funding and Worcester County enrollment/CIP funding over the past ten years.
 - While Worcester County enrollment has averaged 0.74% of total Maryland K-12 public school enrollment over the past ten years, Worcester County's average CIP funding has been only 0.29% of total CIP funding over the same time.
 - Also, while the average statewide CIP funding per student over the past ten years has been \$386.73/student, CIP funding for Worcester County students has averaged only \$151.21/student.

Past 7-Year State CIP Funding WORCESTER COUNTY



FY 2014
Snow Hill High School
Renovation/Addition
 LEA Request: \$ 4,667,000
 Project Cost:
 \$ 49,711,958
 Total State Funding:
 \$ 4,667,000

Snow Hill Middle School
 SR: EEI Lighting
 LEA Request: \$ 42,450

FY 2015
 No
 Funding
 Requests

FY 2016
Snow Hill High School
Renovation/Addition
 LEA Request: \$ 72,000

Project Cost:
 \$ 49,711,958
 Total State Funding:
 \$ 4,739,000

FY 2017
 No
 Funding
 Requests

FY 2018
 No
 Funding
 Requests

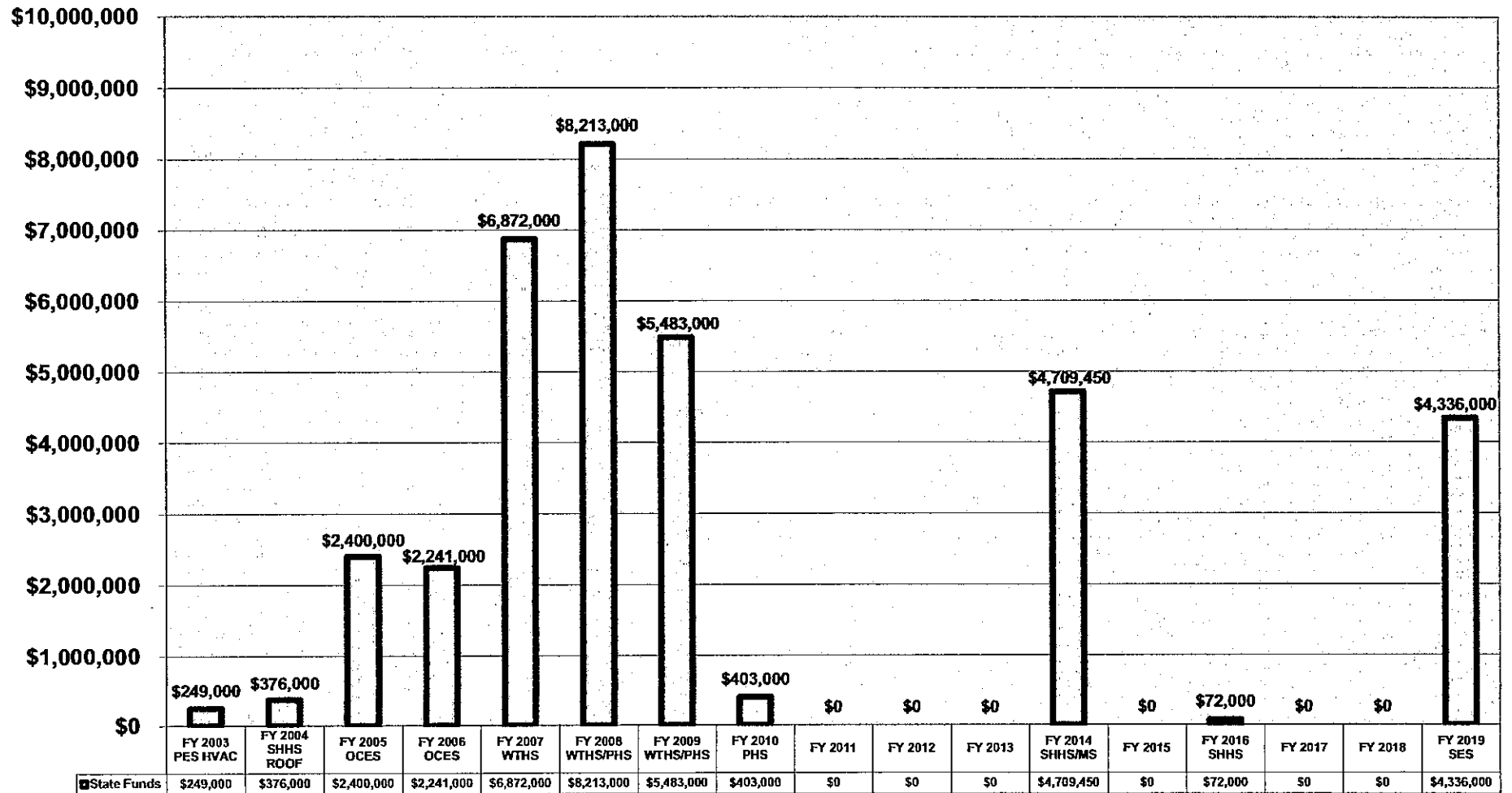
FY 2019/2020
Showell Elementary Replacement
School

FY19 Approved: \$ 4,336,000
 FY20 LEA Request: \$ 4,336,000

Project Cost:
 \$ 47,552,420
 Total State Funding:
 \$ 8,672,000

Total State Funding
 FY 2014 - FY 2020
 \$ 13,453,450

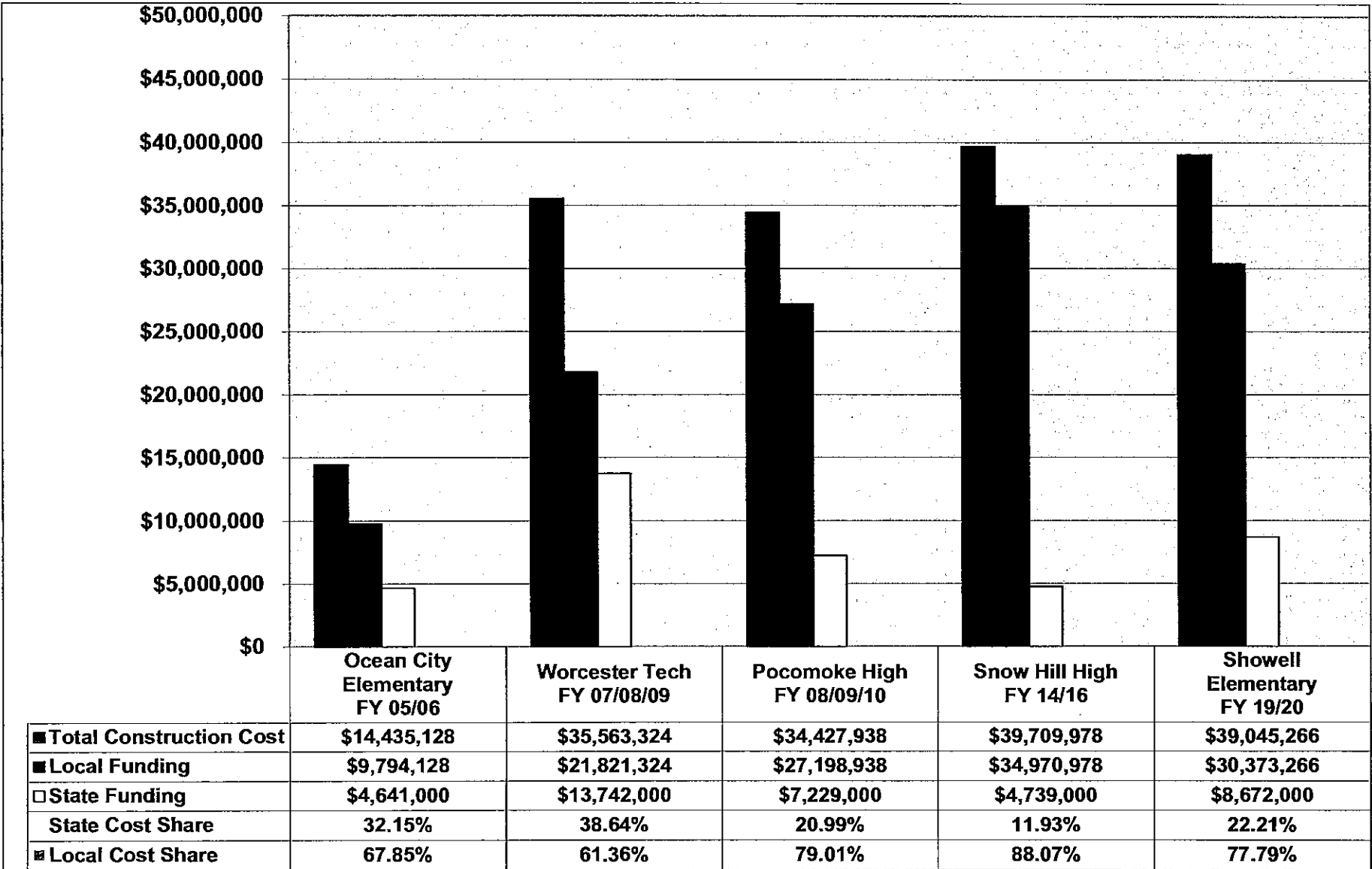
State CIP Funding: FY03 - FY19 WORCESTER COUNTY



School Construction Projects: FY2005 - FY2020

State/Local Funding

Worcester County



**ANALYSIS OF HISTORICAL STATE OF MARYLAND ENROLLMENT/CIP FUNDING
AND WORCESTER COUNTY ENROLLMENT/CIP FUNDING
FY2020 CIP**

FY	TOTAL STATE K-12 ENROLLMENT	TOTAL WORCESTER K-12 ENROLLMENT	PERCENT WORCESTER/ STATE ENROLLMENT	TOTAL STATE CIP FUNDING	TOTAL WORCESTER CIP FUNDING	PERCENT WORCESTER CIP FUNDING	TOTAL STATE CIP FUNDING PER STUDENT (STATEWIDE)	TOTAL STATE CIP FUNDING PER STUDENT (WORCESTER)
2019	873,270	6,374	0.73%	\$397,284,206	\$4,336,000	1.09%	\$454.94	\$680.26
2018	866,530	6,327	0.73%	\$387,400,035	\$0	0.00%	\$447.07	\$0.00
2017	861,150	6,315	0.73%	\$368,402,558	\$0	0.00%	\$427.80	\$0.00
2016	854,913	6,274	0.73%	\$318,189,588	\$72,000	0.02%	\$372.19	\$11.48
2015	848,166	6,277	0.74%	\$325,255,719	\$0	0.00%	\$383.48	\$0.00
2014	843,724	6,267	0.74%	\$338,920,395	\$4,709,450	1.39%	\$401.70	\$751.47
2013	835,957	6,260	0.75%	\$349,167,088	\$0	0.00%	\$417.69	\$0.00
2012	829,581	6,254	0.75%	\$257,222,000	\$0	0.00%	\$310.06	\$0.00
2011	824,928	6,331	0.77%	\$263,723,968	\$0	0.00%	\$319.69	\$0.00
2010	822,954	6,281	0.76%	\$266,652,963	\$403,000	0.15%	\$324.02	\$64.16
10-Year Averages	846,117	6,296	0.74%	\$327,221,852	\$952,045	0.29%	\$386.73	\$151.21
10-Year Totals				\$3,272,218,520	\$9,520,450	0.29%		

REQUEST FOR APPROVAL OF FUNDING

LEA: Worcester County FY: 2020 Date Submitted 9/19/18
 SCHOOL NAME: Showell Elementary PRIORITY: 1 Revised Date _____
 ADDRESS: 11318 Showell School Road, Berlin, MD. 21811

PROJECT TYPE: NEW _____ ADDITION _____ REPLACEMENT X RENOVATION _____ LIMITED RENOVATION _____
 SYSTEMIC RENOVATIONS _____ STATE-OWNED RELOCATABLES _____
 COOPERATIVE USE _____ PROTOTYPE DESIGN _____ COST SHARE % STATE 50% LOCAL 50%
 HIGH PERFORMANCE X ELECTRICAL UPGRADE/REPLACEMENT _____
 SCHOOL NUMBER 23.0312 GRADES Pre K - 4 SRC 546 PSC NO 23.001

Request for Current FY:	\$4,336,000	EXPECTED FIVE-YEAR PROGRAM FUNDING REQUESTS									
Total Prior Approved State Funds:	\$4,336,000	FY 21	\$0	FY 22	\$0	FY 23	\$0	FY 24	\$0	FY 25	\$0

1. SITE Acreage 28.1 Date IAC Approved _____ In PFA _____ Water X Sewer X

2. PROPOSED SCOPE:

State Scope Previously Approved:	FY	<u>2019</u>	Enrollment	<u>393</u>		
Square Footage:	New	<u>47,080</u>	Addition	_____	Renovation	Demolition <u>52,610</u>
Cooperative Use Space SF:	New	_____	Addition	_____	Renovation	_____
WITHIN above sf						
State Scope Currently Proposed:	FY	<u>2020</u>	Proposed Enrollment	<u>393</u>		
Square Footage:	New	<u>47,080</u>	Addition	_____	Renovation	Demolition <u>52,610</u>
Cooperative Use Space SF:	New	_____	Addition	_____	Renovation	_____
WITHIN above sf						
LEA Scope:			Proposed Enrollment	<u>663</u>		
Square Footage:	New	<u>97,613</u>	Addition	_____	Renovation	Demolition <u>52,610</u>
Cooperative Use Space SF:	New	_____	Addition	_____	Renovation	_____
WITHIN above sf						

3. DESCRIPTION & JUSTIFICATION:

Showell Elementary School was constructed in 1976. A 15,010 square foot addition was completed in 1990. The school was originally designed to accommodate up to Grade 5. Seven portable classrooms were added in 1996 to accommodate the growing student population. Grade 5 students were relocated to Berlin Intermediate School in 1997 and Grade 4 students were relocated to Berlin Intermediate in 1999. Two additional portable classrooms were added in 2001 to accommodate the school which is now serving Pre-Kindergarten through Grade 3. A Feasibility Study for the school was completed in April 2014. The study detailed major deficiencies, both instructional and with the 38-year-old building's systems. The study recommended the construction of a replacement school to best address all of the deficiencies and to relocate Grade 4 from Berlin Intermediate School back to Showell Elementary. The Feasibility Study, including the replacement school recommendation, was approved by the Worcester County Board of Education in May 2014, by the Worcester County Commissioners in August 2014 and by the IAC in September 2014. Conceptual Planning and Educational Specifications were completed in October 2016. Educational Specifications were approved by the PSCP in December 2016. Request for Planning was approved in the FY 2018 CIP. Schematic Design was approved by the PSCP in April 2017. Design Development documents were approved in December 2017 and Construction Documents were approved in March 2018. Bid opening was held on June 13, 2018. The Worcester County Board of Education approved the bids in July 2018 and the Worcester County Commissioners approved the bids in August 2018. The IAC approved bid packages on 8/30/18. Construction is scheduled to begin in October 2018. The replacement school is designed to meet LEED Silver construction standards and certification. A Priority Funding Area (PFA) Waiver request was approved by the IAC in November 2014.

REQUEST FOR APPROVAL OF FUNDING

FY: 2020 Date Submitted 9/19/18

LEA: Worcester County

PRIORITY 1 Revised Date _____

SCHOOL NAME Showell Elementary

ADDRESS 11318 Showell School Road, Berlin, MD. 21811

4. ENROLLMENT PROJECTIONS (Requested and Adjacent Schools)	Year→	2018	2019	2020	2021	2022	2023	2024	2025	Difference
	SRC	Current Enrollment	FTE	FTE	FTE	FTE	FTE	FTE	FTE	SRC-FTE
Requested School:	546	491	477	600	594	585	582	586	595	-49
Ocean City Elementary	790	554	541	548	547	546	551	556	557	233
Buckingham Elementary	Buckingham Elementary School is not used as an adjacent school due to geographical boundary (U.S. Route 50)									0
Berlin Intermediate	Berlin Intermediate School is not used as an adjacent school due to grade structure change upon completion of the Showell Replacement School.									0
										0
										0
										0
TOTAL:	1,336	1,045	1,018	1,148	1,141	1,131	1,133	1,142	1,152	184

5. TRANSPORTATION MODAL SPLIT (for information purposes only):

Bussed: 48%. Arriving by car: 52%.

6. EMERGENCY ELECTRICAL POWER:

Explain why the project does not involve replacement of the electrical system or upgrade of the electrical capacity.

On July 29, 2014, representatives from MEMA, Worcester County Government and Worcester County Public Schools met to assess plans for the replacement school. MEME Shelter Compliance letter is included in the FY2019 CIP.

7. BUDGET:	Total Estimated Project Budget	Non-PSCP Funds	Tentative Maximum State Allocation
Construction	\$ 34,830,266	\$ 27,721,266	\$ 7,109,000
Site Development	\$ 4,215,000	\$ 2,864,000	\$ 1,351,000
Contingency 2.5%	\$ 721,190	\$ 509,190	\$ 212,000
High Performance Costs (Administrative only)	\$ 781,000	\$ 781,000	N/A
Other	\$ 7,785,964	\$ 7,785,964	N/A
Total	\$ 47,552,420	\$ 38,880,420	\$ 8,672,000

*Per HB 1783, LEA maintains contingency funds.
NOTE: Initial State Funding approved in the FY19 CIP.

ANTICIPATED: Construction Funding Request(s) FY(s) 2019 / 2020

Bid Date: 6/13/18

Occupancy Date: 9/8/20

COMPUTATION SUPPLEMENT WORKSHEET - FOR ESTIMATING THE STATE ALLOCATION FOR FY 2020

Amounts rounded to the nearest 1,000

- PSC NO. 23.001

Project Priority # 1

Showell Elementary - Replacement

MAXIMUM GROSS AREA ALLOWANCE	Educ. Type	Estimated Approved Projected Enrollment	s.f. per student	Total s.f.	Construction Cost	State Share 50%
	Elementary	393 x	Rate =	47,080		
	Middle	x	145 =	0		
	High	x	170 =	0		
	Special ED E/M	x	180 =	0		
	Special Ed HIGH	x	200 =	0		
	CTE	x	210 =	0		
				47,080		

Existing Facility SF	52,610
Demolition of Existing SF	(52,610)
Revised Existing Facility SF	
Eligible New SF	47,080

ADDITION	New s.f.	Cooperative Arrangement	Site Development	Construction Cost	State Share 50%
	47,080 x 302.00			14,218,000	7,109,000
	0 x 302.00			0	0
				2,701,000	1,351,000
				16,919,000	8,460,000

RENOVATION	Age of Structure	Construction Year	s.f. to be Renovated	Cost per s.f.	Percentage to be Covered	Cost	Construction Cost	State Share 50%
	40 & older		0 x	302.00 x	100% =	0		
	31-39		0 x	302.00 x	85% =	0		
	26-30		0 x	302.00 x	75% =	0		
	21-25		0 x	302.00 x	65% =	0		
	16-20		0 x	302.00 x	50% =	0		
	0-15		0 x	302.00 x	0% =	0		
			0			0	0	0
	Cooperative Arrangement		0 x	302.00			0	0
	Site Development			5%			0	0
							0	0

Contingency	2.5%	423,000	212,000
TOTAL COST		17,342,000	8,672,000
Less Prior State Funds for Related Projects			

MAX. STATE FUNDING	8,672,000
Less CIP Allocations for the Project	6/18 - FY '19 (4,336,000)

BALANCE	4,336,000
----------------	------------------

Additional Notes:

The "Net State Funding" on this worksheet is an estimate of the maximum State allocation for this project, but may be reduced based on the costs of the approved contract(s), ineligible items, and change orders.

Date Planning Approved: 1/17 - FY'18
 Date Revised: 12/29/17
 Date of State Approval:

WORCESTER COUNTY PUBLIC SCHOOLS

SHOWELL ELEMENTARY
 [Including Grade 4 from Berlin Intermediate School in September 2020]
 TEN YEAR ENROLLMENT PROJECTIONS - FTE BASIS

SEPTEMBER 30, 2017 - 2027

GRADE	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027
PRE-KINDERGARTEN	31	37	36	35	36	37	38	39	39	39	39
KINDERGARTEN	115	103	108	113	105	105	107	111	114	114	114
1	113	116	104	109	114	106	106	108	112	115	115
2	122	113	116	104	109	114	106	106	108	112	115
3	111	122	113	116	104	109	106	106	106	108	112
TOTAL ENROLLMENT	492	491	477	477	468	471	463	470	479	488	495
BIS GRADE 4				123	126	114	119	116	116	116	118
TOTAL	492	491	477	600	594	585	582	586	595	604	613

**PROPOSED DESIGN/CONSTRUCTION SCHEDULE: SHOWELL ELEMENTARY REPLACEMENT SCHOOL
OCTOBER 2018 CONSTRUCTION START**

ITEM	2013	2014	2015	2016	2017	2018	2019	2020	2021
Architect Selection	NOV 13								
Feasibility Study		MAY 14							
IAC F.S. Review		AUG 14							
Awaiting Local Design Funding Approval			JAN 15						
IAC Planning Request (FY16 CIP) MOA Approved			MAY 15						
IAC Planning Request (FY17 CIP) MOA Approved				MAY 16					
Educational Specifications & Conceptual Plans FY18FY17					JUL 16				
Ed Spec/Conceptual BOE & Commissioner Approval						NOV 16			
IAC Planning Request (FY18 CIP) APPROVED							MAY 17		
IAC Ed Spec Review									
Schematic Design FY17									
IAC Schematic Des Review									
Design Development FY17/18									
CM Selection									
Construction Documents FY18									
IAC DD Review									
IAC Funding Request (FY19 CIP)									
IAC CD Review									
Bidding									
Contract Award/Mobilization									
Construction									

FY13 COMPLETE IN PROGRESS FY14 FY15 FY16 FUTURE FY17 FY18 FY19 FY20 FY21 FY22

CURRENT ESTIMATED CONSTRUCTION DRAW SCHEDULE
Showell Elementary Replacement School

Requisition	Month	Percentage	Amount	State	Balance	Local	Balance
FY19					\$4,336,000		\$30,373,266
1	Nov 18	-2.82%	(\$1,101,077)	(\$1,101,077)	\$3,234,923	\$0	\$30,373,266
2	Dec 18	-2.86%	(\$1,116,695)	(\$1,116,695)	\$2,118,229	\$0	\$30,373,266
3	Jan 19	-2.88%	(\$1,124,504)	(\$1,124,504)	\$993,725	\$0	\$30,373,266
4	Feb 19	-3.56%	(\$1,390,011)	(\$993,725)	\$0	(\$396,286)	\$29,976,980
5	Mar 19	-2.56%	(\$999,559)	\$0	\$0	(\$999,559)	\$28,977,421
6	Apr 19	-1.93%	(\$753,574)	\$0	\$0	(\$753,574)	\$28,223,847
7	May 19	-2.98%	(\$1,163,549)	\$0	\$0	(\$1,163,549)	\$27,060,297
8	Jun 19	-2.07%	(\$808,237)	\$0	\$0	(\$808,237)	\$26,252,061
FY19 TOTAL				(\$4,336,000)		(\$4,121,205)	
FY 20					\$4,336,000		\$26,252,061
9	Jul 19	-4.31%	(\$1,682,851)	(\$1,682,851)	\$2,653,149	\$0	\$26,252,061
10	Aug 19	-3.76%	(\$1,468,102)	(\$1,468,102)	\$1,185,047	\$0	\$26,252,061
11	Sep 19	-5.06%	(\$1,975,690)	(\$1,185,047)	\$0	(\$790,643)	\$25,461,418
12	Oct 19	-4.41%	(\$1,721,896)	\$0	\$0	(\$1,721,896)	\$23,739,522
13	Nov 19	-5.89%	(\$2,299,766)	\$0	\$0	(\$2,299,766)	\$21,439,756
14	Dec 19	-3.90%	(\$1,522,765)	\$0	\$0	(\$1,522,765)	\$19,916,991
15	Jan 20	-3.94%	(\$1,538,383)	\$0	\$0	(\$1,538,383)	\$18,378,606
16	Feb 20	-5.90%	(\$2,303,671)	\$0	\$0	(\$2,303,671)	\$16,074,936
17	Mar 20	-4.00%	(\$1,561,811)	\$0	\$0	(\$1,561,811)	\$14,513,125
18	Apr 20	-5.74%	(\$2,241,198)	\$0	\$0	(\$2,241,198)	\$12,271,927
19	May 20	-4.28%	(\$1,671,137)	\$0	\$0	(\$1,671,137)	\$10,600,789
20	Jun 20	-5.49%	(\$2,143,585)	\$0	\$0	(\$2,143,585)	\$8,457,204
FY20 TOTAL				(\$4,336,000)		(\$17,794,856)	
FY 21					\$0		\$8,457,204
21	Jul 20	-7.47%	(\$2,916,681)	\$0	\$0	(\$2,916,681)	\$5,540,523
22	Aug 20	-3.33%	(\$1,300,207)	\$0	\$0	(\$1,300,207)	\$4,240,316
23	Sep 20	-1.98%	(\$773,096)	\$0	\$0	(\$773,096)	\$3,467,218
24	Oct 20	-1.75%	(\$683,292)	\$0	\$0	(\$683,292)	\$2,783,926
25	Nov 20	-1.14%	(\$445,116)	\$0	\$0	(\$445,116)	\$2,338,810
26	Dec 20	-1.17%	(\$456,830)	\$0	\$0	(\$456,830)	\$1,881,981
27	Jan 21	-1.39%	(\$542,729)	\$0	\$0	(\$542,729)	\$1,339,251
28	Feb 21	-0.71%	(\$277,221)	\$0	\$0	(\$277,221)	\$1,062,030
29	Mar 21	-0.68%	(\$265,508)	\$0	\$0	(\$265,508)	\$796,522
30	Apr 21	-0.68%	(\$265,508)	\$0	\$0	(\$265,508)	\$531,014
31	May 21	-0.68%	(\$265,508)	\$0	\$0	(\$265,508)	\$265,507
32	Jun 21	-0.68%	(\$265,507)	\$0	\$0	(\$265,507)	\$0
FY21 TOTAL				\$0		(\$8,457,204)	
TOTAL FUNDING		-100.00%	(\$39,045,266)	(\$8,672,000)		(\$30,373,266)	(\$39,045,266)

MARYLAND EMERGENCY MANAGEMENT AGENCY



MARTIN O'MALLEY
GOVERNOR

ANTHONY G. BROWN
LIEUTENANT GOVERNOR

JAMES A. ADKINS
MAJOR GENERAL
THE ADJUTANT GENERAL

KENNETH J. MALLETT
EXECUTIVE DIRECTOR

A Center for Preparedness Excellence

August 12, 2014

Jerry Wilson, PhD
Superintendent
Worcester County Public Schools
6270 Worcester Highway
Newark, Maryland 21841

Dear Dr. Wilson,

Under the *Code of Maryland Regulations* (COMAR 23.03.02.29), local education agencies must consult with the Maryland Emergency Management Agency on school construction projects that include replacing or upgrading the electrical system. This letter serves as the "compliance letter" specified by the BPW/IAC Emergency Shelter Compliance Process for the Showell Elementary School project; a meeting to assess plans for that facility was conducted on July 29, 2014.

No finalized floor plan of the proposed construction at Showell Elementary School is available for review at this time, as the planning has not yet reached a stage where such construction documents can be prepared. Representatives of MEMA, the Maryland Department of Human Resources, Worcester County Emergency Services, and your organization discussed the infrastructure needed to conduct sheltering operations in schools, and the functional areas that are generally used. During the meeting, representatives from Worcester County Public Schools expressed the intent to provide an on-site generator to fully power the entire building during emergency situations.

For your information, areas for potential sheltering operations would need to be provided with sufficient back-up electrical power so that normal services (e.g., HVAC, water, sewage, etc.), fixtures (e.g., lighting, toilets, large refrigeration units, etc.), and appliances (e.g., lamps, cooking units, outlets, etc.) will continue to operate in the event of a loss of normal power. As this project moves forward, MEMA and the other agencies noted above should be kept apprised of progress.

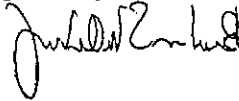
Thank you for working with us to build capacity for the future, helping to make a prepared and resilient Maryland. I would also like to commend you and your organization on the excellent working relationship with your county's emergency management organization, and the proactive

Camp Fretterd Military Reservation, 5401 Rue Saint Lo Drive, Reisterstown, MD, 21136
(410) 517-3600 • Fax (410) 517-3610 • Toll Free: 1 (877) 636-2872

"A Prepared Marylander Creates a Resilient Maryland"

steps you have already taken in the planning process to provide these services. If you have any questions, concerns, or comments, please feel free to contact me at your convenience by telephone at 410-517-3607 (office) or electronic mail at brendan.mccluskey@maryland.gov.

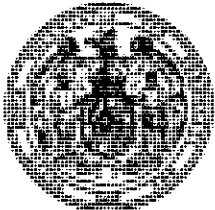
Respectfully,



Brendan McCluskey, JD, MPA
cn=Brendan McCluskey, JD, MPA, o=Maryland
Emergency Management Agency, ou=Preparedness
Directorate,
email=brendan.mccluskey@maryland.gov, c=US
2014.08.13 07:21:26 -04'00'

Brendan McCluskey, JD, MPA, CEM, CBCP
Director, Preparedness

c: K. Mallette, MEMA
D. Lever, PSCP
P. Spring, DHR
D. Bohannon, DHR
C. Ryan, GOHS
E. Werkheiser, MEMA
F. Webster, Worcester County ES
J. Price, Worcester County PS



MARTIN O'MALLEY
GOVERNOR

STATE OF MARYLAND
PUBLIC SCHOOL CONSTRUCTION PROGRAM
200 W. BALTIMORE STREET
BALTIMORE, MARYLAND 21201
410-767-0617

DAVID G. LEVER
EXECUTIVE DIRECTOR

INTERAGENCY COMMITTEE ON SCHOOL CONSTRUCTION

LILLIAN M. LOWERY, Ed.D
CHAIRPERSON

November 18, 2014

Dr. Jerry B. Wilson
Superintendent
Worcester County Public Schools
6270 Worcester Highway
Newark, MD 21841

Re: Showell Elementary School – Priority Funding Area Waiver Approval

Dear Dr. Wilson:

On November 12, 2014 the Interagency Committee on School Construction (IAC) approved the Priority Funding Area (PFA) Waiver request by Worcester County Public Schools. Approval of a PFA waiver is a prerequisite for planning and funding approval in an annual Capital Improvement Program (CIP). Recommendation for planning and funding approval will occur through the established CIP process.

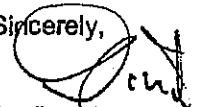
MOTION:

TO APPROVE THE PRIORITY FUNDING AREA WAIVER REQUEST BY THE WORCESTER COUNTY PUBLIC SCHOOL SYSTEM FOR THE REPLACEMENT OF SHOWELL ELEMENTARY SCHOOL WITH AN INCREASE OF CAPACITY ON THE SAME SITE, LOCATED AT 11318 SHOWELL SCHOOL ROAD, BERLIN, MARYLAND 21811.

State Superintendent of Schools and IAC approval of a PFA Waiver request of a site does not imply agreement with the need for a new school on that site or in its general area, nor does it imply a commitment of the Board of Public Works to fund any improvements on the site.

If you have any questions concerning this approval, please contact Ms. Pat Goucher at (410) 767-4620.

Sincerely,


Dr. David Lever, R.A., D.A.
Executive Director
Maryland Public School Construction Program

cc: Mr. Joe Price
Mr. Robert Crocetti
Ms. Pat Goucher

Ms. Joan Schaefer
Ms. Barbara Bice
Mr. Fred Mason. III

FUTURE PROJECT REQUEST - (Optional Form)

LEA: Worcester County
 DATE: 9/19/2018 FISCAL YEAR: 2020

PROJECT TYPE: NEW <input type="checkbox"/> ADDITION <input type="checkbox"/> RENOVATION <input type="checkbox"/> REPLACEMENT <input type="checkbox"/>									
SYSTEMIC RENOVATIONS: <input checked="" type="checkbox"/> STATE-OWNED RELOCATABLES: <input type="checkbox"/>									
SCHOOL NAME: <u>Pocomoke Middle School</u>									
SCHOOL ADDRESS: <u>800 Eighth Street, Pocomoke, Maryland 21851</u>									
DESCRIPTION:									
Replacement of 87,600 s.f. roof @ \$28.13/s.f.	\$ 2,464,000								
Contingency (2.5%)	\$ 62,000								
A/E Design	\$ 123,000								
Total	\$ 2,649,000								
PROPOSED RATED CAPACITY: 826	GRADES: 4 - 8								
REQUEST APPROVAL FOR PLANNING: FY	FUNDING: FY 2021								
ESTIMATED COST TO STATE: \$ 1,232,000	LEA: \$1,417,000								
PROJECT JUSTIFICATION:									
<p>Pocomoke Middle School was constructed in 1970. The original roof was replaced in 1995. A 2015 roof inspection conducted by an independent roofing consultant identified alligatoring, blisters, exposed felts, expansion joint and counter flashing concerns. The roof was given an overall rating of "Fair/Poor". The condition of the Pocomoke Middle School roof has also been identified by State Maintenance inspectors.</p>									
ENROLLMENT PROJECTIONS									
SEPT. 2018*	2019	2020	2021	2022	2023	2024	2025	2026	2027
384	370	395	412	415	410	421	415	411	413
* Preliminary September 2018 enrollment estimate. Final enrollment will be provided as soon as possible.									

FUTURE PROJECT REQUEST - (Optional Form)

LEA: Worcester County
 DATE: 9/19/2018 FISCAL YEAR: 2020

PROJECT TYPE: NEW _____ ADDITION X RENOVATION _____ REPLACEMENT _____
 SYSTEMIC RENOVATIONS: _____ STATE-OWNED RELOCATABLES: _____
 SCHOOL NAME: Stephen Decatur Middle School
 SCHOOL ADDRESS: 9815 Seahawk Road, Berlin, Maryland 21811

DESCRIPTION:

Additional Space: 16,300 sf @ \$401.07/sf	\$ 6,538,000
Addition Site Development (9.50%)	\$ 621,000
Demolition	\$ 62,000
LEED & Building Commissioning	\$ 72,000
Contingency (3.0%)	\$ 217,000
Moveable Equipment (4.0%)	\$ 229,000
Technology (2.5%)	\$ 131,000
A/E Fee and CM Fee	\$ 1,227,000
Miscellaneous (1.5%)	\$ 108,000
Total	\$ 9,205,000

PROPOSED RATED CAPACITY:	710	GRADES:	7 - 8
REQUEST APPROVAL FOR PLANNING: FY	2021	FUNDING:	FY 2022
ESTIMATED COST TO STATE:	\$ 2,418,000	LEA:	\$6,787,000

PROJECT JUSTIFICATION:
 Stephen Decatur Middle School opened in 1997 to serve Grades 7 and 8 in the north end of Worcester County. The September 2018 enrollment of 644 students is projected to grow to 704 students by 2023. Continuing growth, combined with ongoing efforts to maintain small class sizes and expand programs, has resulted in a need for additional classroom space for northern elementary and middle school students. To accommodate the continued enrollment growth at SDMS and class size reduction, five portable classrooms were added to Stephen Decatur Middle School in 2002 (five years after the new school opened) and four portable classrooms were added in 2003. Recognizing that additional classrooms would eventually be needed in the north county, Stephen Decatur Middle School was designed to accept an addition to accommodate all northern county middle school students.

ENROLLMENT PROJECTIONS

SEPT. 2018*	2019	2020	2021	2022	2023	2024	2025	2026	2027
644	675	718	690	698	704	698	669	658	677

* Preliminary September 2018 enrollment estimate. Final enrollment will be provided as soon as possible.

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FUTURE PROJECT REQUEST - (Optional Form)

LEA: Worcester County
 DATE: 9/19/2018 FISCAL YEAR: 2020

PROJECT TYPE: NEW <input type="checkbox"/> ADDITION <input type="checkbox"/> RENOVATION <input type="checkbox"/> REPLACEMENT <input type="checkbox"/>																																		
SYSTEMIC RENOVATIONS: <input checked="" type="checkbox"/> STATE-OWNED RELOCATABLES: <input type="checkbox"/>																																		
SCHOOL NAME: <u>Snow Hill Middle School / Cedar Chapel Special School</u>																																		
SCHOOL ADDRESS: <u>522/510 Coulbourne Lane, Snow Hill, Maryland 21863</u>																																		
DESCRIPTION:																																		
Replacement of 107,175 s.f. roof @ \$30.43/s.f.	\$ 3,261,000																																	
Contingency (2.5%)	\$ 82,000																																	
A/E Design	\$ 163,000																																	
Total	\$ 3,506,000																																	
PROPOSED RATED CAPACITY:	770 (SHMS) / 74 (CCSS)																																	
REQUEST APPROVAL FOR PLANNING: FY	GRADES: 4-8 (SHMS) / Ung. (CCSS)																																	
ESTIMATED COST TO STATE: \$	FUNDING: FY 2023																																	
	1,631,000 LEA: \$1,875,000																																	
PROJECT JUSTIFICATION:																																		
<p>Snow Hill Middle School was constructed in 1970. The original roof was replaced in 1994. A 2015 roof inspection conducted by an independent roofing consultant identified blisters, seam separation, pitch pan, drains and expansion joint issues. The roof was given an overall rating of "Fair/Poor". The condition of the Snow Hill Middle School roof has also been identified by State Maintenance inspectors. Cedar Chapel Special School was constructed in 1986 as an addition to Snow Hill Middle School. The 32-year-old original CCSS roof has not been replaced and exhibits roof issues similiar to the SHMS roof.</p>																																		
ENROLLMENT PROJECTIONS																																		
	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th></th> <th>SEPT. 2018*</th> <th>2019</th> <th>2020</th> <th>2021</th> <th>2022</th> <th>2023</th> <th>2024</th> <th>2025</th> <th>2026</th> <th>2027</th> </tr> </thead> <tbody> <tr> <td>SHMS</td> <td style="text-align: center;">400</td> <td style="text-align: center;">408</td> <td style="text-align: center;">417</td> <td style="text-align: center;">407</td> <td style="text-align: center;">393</td> <td style="text-align: center;">385</td> <td style="text-align: center;">383</td> <td style="text-align: center;">370</td> <td style="text-align: center;">384</td> <td style="text-align: center;">386</td> </tr> <tr> <td>CCSS</td> <td style="text-align: center;">52</td> <td style="text-align: center;">52</td> <td style="text-align: center;">52</td> <td style="text-align: center;">52</td> <td style="text-align: center;">52</td> <td style="text-align: center;">52</td> <td style="text-align: center;">52</td> <td style="text-align: center;">52</td> <td style="text-align: center;">52</td> <td style="text-align: center;">52</td> </tr> </tbody> </table>		SEPT. 2018*	2019	2020	2021	2022	2023	2024	2025	2026	2027	SHMS	400	408	417	407	393	385	383	370	384	386	CCSS	52	52	52	52	52	52	52	52	52	52
	SEPT. 2018*	2019	2020	2021	2022	2023	2024	2025	2026	2027																								
SHMS	400	408	417	407	393	385	383	370	384	386																								
CCSS	52	52	52	52	52	52	52	52	52	52																								
* Preliminary September 2018 enrollment estimate. Final enrollment will be provided as soon as possible.																																		

FUTURE PROJECT REQUEST - (Optional Form)

LEA: Worcester County
 DATE: 9/19/2018 FISCAL YEAR: 2020

PROJECT TYPE: NEW ADDITION RENOVATION REPLACEMENT X
 SYSTEMIC RENOVATIONS: STATE-OWNED RELOCATABLES:

SCHOOL NAME: Buckingham Elementary School
 SCHOOL ADDRESS: 100 Buckingham Road, Berlin, MD. 21811

DESCRIPTION:

New (Replacement) Space: 78,000 sf @ \$451.14/sf	\$ 35,189,000
Site Development (19.00%)	\$ 6,686,000
Demolition	\$ 634,000
LEED & Building Commissioning	\$ 425,000
Contingency (3.0%)	\$ 1,275,000
Moveable Equipment (4.0%)	\$ 1,232,000
Technology (2.5%)	\$ 704,000
A/E Fee and CM Fee	\$ 7,226,000
Miscellaneous (1.5%)	\$ 638,000
Playground Equipment	\$ 250,000
Total	\$ 54,259,000

PROPOSED RATED CAPACITY:	546	GRADES:	Pre K - 4
REQUEST APPROVAL FOR PLANNING: FY	2023	FUNDING:	FY 2025/2026
ESTIMATED COST TO STATE:	\$ 13,456,000	LEA:	\$40,803,000

PROJECT JUSTIFICATION:
 Buckingham Elementary School was originally constructed in 1978. There have been no additions or major renovations executed at the school over the 40-year life of BES. During the 2017-18 school year, Buckingham Elementary School operated at 124% of Local Rated Capacity and 97% of State-Rated Capacity. Buckingham Elementary will utilize five portable classrooms in 2018-2019 to accommodate existing programs, including pre-Kindergarten and all-day Kindergarten. Additional space is required to adequately accommodate all programs. Cafeteria, Media Center and support spaces are also inadequate to serve existing needs.

ENROLLMENT PROJECTIONS

SEPT. 2018*	2019	2020	2021	2022	2023	2024	2025	2026	2027
490	491	488	475	470	476	481	482	489	496

* Preliminary September 2018 enrollment estimate. Final enrollment will be provided as soon as possible.

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FUTURE PROJECT REQUEST - (Optional Form)

LEA: Worcester County
 DATE: 9/19/2018 FISCAL YEAR: 2020

PROJECT TYPE: NEW ADDITION RENOVATION REPLACEMENT
 SYSTEMIC RENOVATIONS: STATE-OWNED RELOCATABLES:
 SCHOOL NAME: Pocomoke Elementary School
 SCHOOL ADDRESS: 2119 Pocomoke Beltway, Pocomoke, Maryland 21851

DESCRIPTION:

Replacement of 52,512 s.f. roof @ \$31.65/s.f.	\$ 1,662,000
Contingency (2.5%)	\$ 42,000
A/E Design	\$ 83,000
Total	\$ 1,787,000

PROPOSED RATED CAPACITY:	479	GRADES:	Pre K - 3
REQUEST APPROVAL FOR PLANNING: FY		FUNDING:	FY 2024
ESTIMATED COST TO STATE:	\$ 831,000	LEA:	\$956,000

PROJECT JUSTIFICATION:
 Pocomoke Elementary School was constructed in 1976. The original roof was replaced in 1993. A 2015 roof inspection conducted by an independent roofing consultant identified blisters, seam separation, pitch pan, drains and expansion joint issues. The roof was given an overall rating of "Fair/Poor". The condition of the Pocomoke Elementary School roof has also been identified by State Maintenance inspectors.

ENROLLMENT PROJECTIONS

SEPT. 2018*	2019	2020	2021	2022	2023	2024	2025	2026	2027
351	356	356	353	355	355	354	361	368	374

* Preliminary September 2018 enrollment estimate. Final enrollment will be provided as soon as possible.

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SUMMARY OF CURRENT REQUESTS (Optional Form)

LEA: Worcester County FISCAL YEAR: 2020 DATE: 9/19/2018

PRIO- RITY #	PROJECT TITLE	TOTAL EST. COST	NON-PSCP FUNDS	TOTAL STATE FUNDS	PRIOR PSCP FUNDS	CURRENT REQUESTS (\$ OR LP)	EXPECTED FIVE-YEAR PROGRAM REQUESTS (enter fiscal year below)													
							FY	20	FY	21	FY	22	FY	23	FY	24	FY	25		
1	Showell Elementary School Replacement School	47,552	38,880	8,672	4,336	4,336														
2	Pocomoke Middle School Systemic - Roof Replacement	2,649	1,417	1,232				1,232												
3	Stephen Decatur Middle School Addition	9,205	6,787	2,418				LP	2,418											
4	Snow Hill Middle School/CCSS Systemic - Roof Replacement	3,506	1,875	1,631								1,631								
5	Buckingham Elementary School Replacement School	54,259	40,803	13,456								LP								6,728
6	Pocomoke Elementary School Systemic - Roof Replacement	1,787	956	831																831
TOTAL (Last page only)		118,958	90,718	28,240	4,336	4,336		1,232	2,418		1,631		831							6,728

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STATUS OF PREVIOUSLY APPROVED PROJECTS

LEA: Worcester FISCAL YEAR: 2020
 DATE: 9/19/18

PROJECT TITLE and PSC NO. ¹ (Chronological Order Fiscal Year)	MONTH AND YEAR (00/00) OF STATE APPROVAL					CONTRACT AWARD	Percent Construction Completed or Date Occupied
	BPW	SD	DD	CD			
Snow Hill High School 23.005.11/14 LPC	1/13	8/05	10/05	7/07*	11/13	99%	
Showell Elementary Replacement School 23.001.019 LPC	1/17	4/17	12/17	3/18	8/18	0%	
Snow Hill Middle School Replace Exterior Doors 23.009.18 ASP	3/18				6/18***	100%	
Stephen Decatur High Repair Roof 23.004.18 ASP	3/18				6/18***	100%	

¹ ALL PROJECTS INCLUDING SYSTEMIC RENOVATION, AGING SCHOOL, AND QZAB.

* Updated Construction Documents approved by DGS in March 2013.

** Indicates Board of Education Award Date. Project less than \$100,000.

*** Projects less than \$25,000. No formal Contract Award Date.

STATUS OF STATE-OWNED RELOCATABLES

LEA: Worcester

FISCAL YEAR: 2020

DATE: 9/19/18

SCHOOL	BUILDING NUMBER	MFR/ NO. CLRM(S)	CURRENT USE	DATE SITED	ACTION REQUESTED ¹	JUSTIFICATION
NONE (Note: 35 locally owned portable temporary classrooms are used to accommodate all existing programs.)						

¹ The following actions may be requested: Retain in the same location, Move within school system, Revert to State (indicate date available).
The completed form should be included with the Capital Improvement Program submittal.

WORCESTER COUNTY
SUMMARY OF PORTABLE CLASSROOMS

2018 - 2019





SCHOOL	2012-13	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	SQ. FT.
Buckingham Elementary	5	5	5	5	5	5	5	3,840
Ocean City Elementary	0	0	0	0	0	0	0	0
Pocomoke Elementary	0	0	0	0	0	0	0	0
Showell Elementary	9	9	9	9	9	9	9	6,912
Snow Hill Elementary	5	5	5	5	5	5	5	3,840
Berlin Intermediate	6	6	6	6	6	6	6	4,608
Pocomoke Middle	0	0	0	0	0	0	0	0
Snow Hill Middle	1	1	1	1	1	1	1	768
Cedar Chapel Special	0	0	0	0	0	0	0	0
Stephen Decatur Middle	9	9	9	9	9	9	9	6,912
Pocomoke High	0	0	0	0	0	0	0	0
Snow Hill High	17	17	17	17 <small>(Note 1)</small>	4 <small>(Note 2)</small>	0 <small>(Note 3)</small>	0 <small>(Note 3)</small>	0
Stephen Decatur High	0	0	0	0	0	0	0	0
Worcester Tech	0	0	0	0	0	0	0	0
TOTAL	52	52	52	52	39	35	35	26,880

- (1) Four temporary structures and thirteen locally owned portables utilized at Snow Hill High School (13,056 s.f.). Eleven portable classrooms relocated from Pocomoke High School in 2011 to support renovation/addition project.
- (2) Four temporary structures at Snow Hill High School demolished and nine locally owned portable classrooms relocated to Central Office in summer 2016.
- (3) Two locally owned portable classrooms demolished and two locally owned portable classrooms at Snow Hill High School relocated to Central Office in January 2017. No portable classrooms at Snow Hill High School.





WORCESTER COUNTY Priority Funding Areas

Priority Funding Areas

Pre-defined Areas

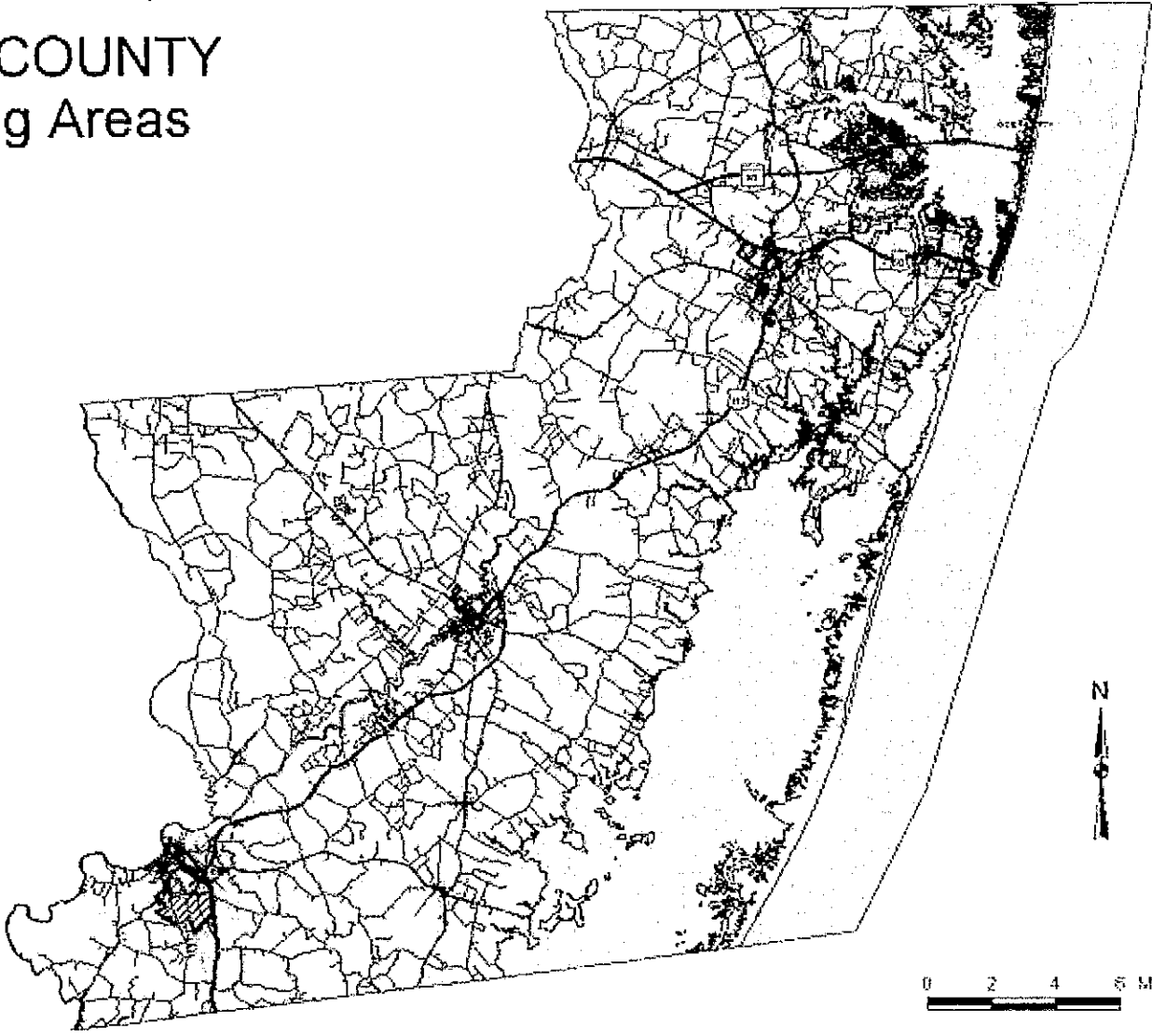
-  Inner Beltway Area
-  Heritage Area
-  Designated Neighborhood
-  Enterprise Zone

County Certified Areas

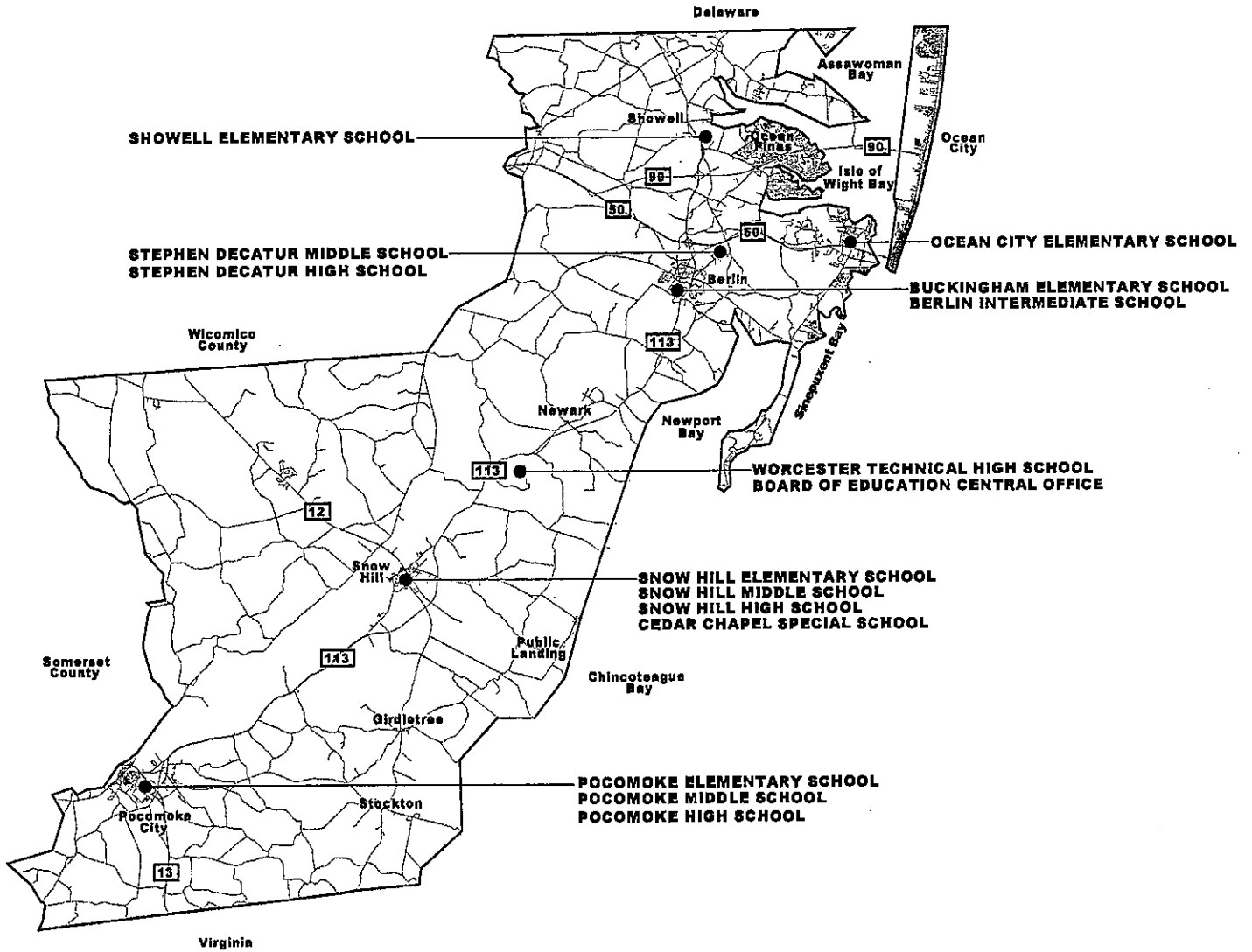
-  Compliance Area / Eligible for Funding
-  Area Not Meeting Criteria
-  Rural Village / Community with Water Only
-  Additional Area Eligible for Job Creation Tax Credit

Enterprise Zone Designated by Executive Order (1997) - Maryland Office of Planning and the Department of Housing and Community Development; Enterprise Zone (1997) - Maryland Office of Planning and the Department of Planning and Economic Development; Multi-jurisdictional (1997) - Maryland Office of Planning; Heritage Area (1995) - Maryland Office of Planning.

Maryland Office of Planning Comment:
Any property not eligible in the areas labeled as "Area Not Meeting Criteria" will be referred to the Small Growth and Neighborhood Concentration Coordinating Subcommittee for review.



0 2 4 8 Miles



**SCHOOL LOCATION MAP
WORCESTER COUNTY, MARYLAND**

SUPPLEMENTAL INFORMATION (Data as of September 2018)

Name of School System:		Worcester									
For Clarifications Contact (Name/Email/Phone):		Joe Price - jprice@worcesterk12.org - 410.632.5010									
		Instructional	Non-Instructional	Vacant	TOTAL	CLARIFICATION NOTES					
1	Number of State-owned RELOCATABLE CLASSROOMS (not a count of building units)	0	0	0	0						
2	Number of locally-owned or leased RELOCATABLE CLASSROOMS in use for INSTRUCTION (not a count of building units)	35	0	35		CLARIFICATION NOTES					
3	Number per AGE Group of locally-owned or leased RELOCATABLE CLASSROOMS in use for INSTRUCTION	< 5 year	5-9 years	10-14 years	15-19 years	20-24 years	25-29 years	30 or >30 years			
		0	0	7	13	15	0	0			
4	Number of design and planning professionals on STAFF	Registered Architects	Registered Engineers	AICP members	LEED titled	CLARIFICATION NOTES					
		0	0	0	0						
5	Number of schools with OPEN SPACE classrooms (includes schools with classroom spaces that have shared mechanical systems and are divided by partial height walls)	Elementary	Middle	High	Elem/Mid	Mid/High	Other	TOTAL			
		4	3	0	0	0	0	7			
6	Number of OPEN SPACE schools to be addressed in next 3 years either by completion of a replacement or renovation project	TOTAL	CLARIFICATION NOTES								
		1	Showell Elementary Replacement School (23.001.19 LPC)								
7	Number of NEW or REPLACEMENT schools in six year plan	TOTAL	CLARIFICATION NOTES								
		2	Showell Elementary Replacement School (23.001.19 LPC) Buckingham Elementary Replacement School (FY23 - Planning, FY25 - Funding)								
8	Number of NEW or REPLACEMENT schools in six year plan to be considered for PROTOTYPE designs	TOTAL	In Planning	In Design	Under construction	CLARIFICATION NOTES					
		0	0	0	0						
9	Number of schools WITHOUT AIR CONDITIONING in the majority of classrooms	Elementary	Middle	High	Elem/Mid	Mid/High	Other	TOTAL			
		0	0	0	0	0	0	0			
10	Number of schools in next 3 years where lack of AIR CONDITIONING in the majority of classrooms is addressed, through completion of either a systemic, renovation, or replacement project	TOTAL	CLARIFICATION NOTES								
		0									

WORCESTER COUNTY BOARD OF EDUCATION
6270 Worcester Highway
Newark, Maryland 21841

Summary of Pre-Kindergarten Enrollment
September 30, 2018*

Showell Elementary School

20 – AM
20 – AM
20 – PM
20 – PM
5 – Spec. Ed.
85 TOTAL
43 – FTE

Ocean City Elementary School

21 – AM
21 – AM
20 – PM
20 – PM
1 – Spec. Ed.
83 TOTAL
42 – FTE

Buckingham Elementary School

20 – AM
19 – AM
19 – PM
19 – PM
2 – Spec. Ed.
79 TOTAL
40 – FTE

Snow Hill Elementary School

17 – AM
17 – AM
17 – PM
17 – PM
1 – Spec. Ed.
69 TOTAL
35 – FTE

Pocomoke Elementary School

17 – AM
17 – AM
16 – PM
16 – PM
1 – Spec. Ed.
67 TOTAL
34 – FTE

WORCESTER COUNTY BOARD OF EDUCATION
6270 Worcester Highway
Newark, Maryland 21841

Summary of Kindergarten Enrollment
September 30, 2018*

Showell Elementary School

16
16
16
16
15
15
94 TOTAL
94 – FTE

Ocean City Elementary School

13
13
13
13
13
12
77 TOTAL
77 – FTE

Buckingham Elementary School

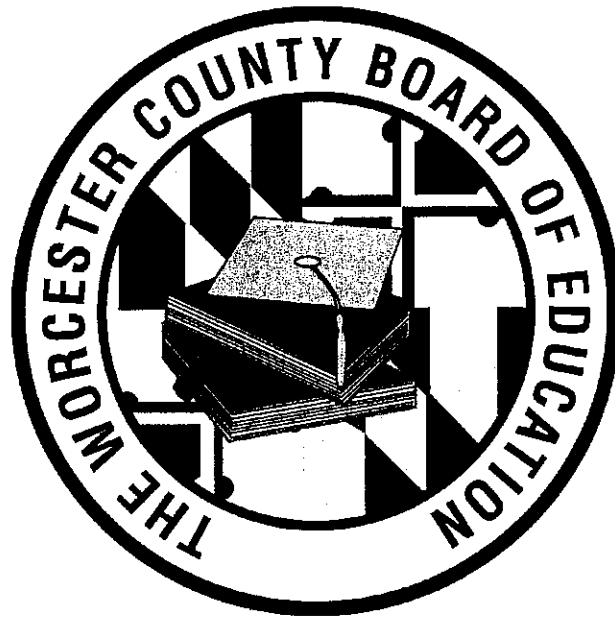
20
20
19
19
19
97 TOTAL
97 – FTE

Snow Hill Elementary School

20
20
20
20
80 TOTAL
80 – FTE

Pocomoke Elementary School

17
16
16
16
16
81 TOTAL
81 - FTE



WORCESTER COUNTY PUBLIC SCHOOLS
TEN-YEAR ENROLLMENT PROJECTIONS
FULL TIME EQUIVALENT
SEPTEMBER 30, 2017 - 2027

WORCESTER COUNTY PUBLIC SCHOOLS
TEN YEAR ENROLLMENT PROJECTIONS - FTE BASIS
SEPTEMBER 30, 2017 - 2027

GRADE	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027
PRE-K & SPECIAL ED.	179	186	179	175	180	185	191	197	197	197	197
KINDERGARTEN	436	420	439	461	429	428	436	455	465	465	465
ELEMENTARY SPEC.	25	25	25	25	25	25	25	25	25	25	25
1	477	442	426	445	467	435	434	442	461	471	471
2	468	484	449	433	452	474	442	441	449	468	478
3	481	474	490	455	439	458	472	448	447	455	474
4	485	494	487	503	468	452	471	485	461	460	468
5	499	496	505	498	514	479	463	482	496	473	470
6	439	508	505	514	507	523	488	472	491	505	482
7	506	442	511	508	517	510	526	491	475	494	508
8	473	513	449	518	515	524	517	533	498	482	501
9	527	501	541	477	546	543	552	545	561	526	513
10	469	531	505	545	481	550	547	556	549	565	530
11	541	471	533	507	547	483	552	549	558	551	567
12	474	546	476	538	512	552	488	557	554	563	556
SECONDARY SPEC.	27	27	27	27	27	27	27	27	27	27	27
TOTAL ENROLLMENT	6,506	6,560	6,547	6,629	6,626	6,648	6,631	6,705	6,714	6,727	6,732
K-12 ENROLLMENT	6,327	6,374	6,368	6,454	6,446	6,463	6,440	6,508	6,517	6,530	6,535

WORCESTER COUNTY PUBLIC SCHOOLS

BUCKINGHAM ELEMENTARY

TEN YEAR ENROLLMENT PROJECTIONS - FTE BASIS

SEPTEMBER 30, 2017 - 2027

GRADE	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027
PRE-KINDERGARTEN	43	39	36	36	37	38	40	42	42	42	42
KINDERGARTEN	88	80	84	88	82	82	84	87	89	89	89
1	98	90	82	86	90	84	84	86	89	91	91
2	94	99	91	83	87	91	85	85	87	90	92
3	85	96	101	93	85	89	93	87	87	89	92
4	91	86	97	102	94	86	90	94	88	88	90
TOTAL ENROLLMENT	499	490	491	488	475	470	476	481	482	489	496

WORCESTER COUNTY PUBLIC SCHOOLS

OCEAN CITY ELEMENTARY

TEN YEAR ENROLLMENT PROJECTIONS - FTE BASIS

SEPTEMBER 30, 2017 - 2027

GRADE	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027
PRE-KINDERGARTEN	33	38	37	36	37	38	39	40	40	40	40
KINDERGARTEN	99	95	99	104	97	97	99	103	105	105	105
1	100	100	96	100	105	98	98	100	104	106	106
2	99	102	102	98	102	107	100	100	102	106	108
3	117	102	105	105	101	105	110	103	103	105	109
4	99	117	102	105	105	101	105	110	103	103	105
TOTAL ENROLLMENT	547	554	541	548	547	546	551	556	557	565	573

WORCESTER COUNTY PUBLIC SCHOOLS

POCOMOKE ELEMENTARY

TEN YEAR ENROLLMENT PROJECTIONS - FTE BASIS

SEPTEMBER 30, 2017 - 2027

GRADE	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027
PRE-KINDERGARTEN	37	36	35	34	35	36	37	38	38	38	38
KINDERGARTEN	80	75	78	83	76	76	77	81	83	83	83
1	82	80	75	78	83	76	76	77	81	83	83
2	75	85	83	78	81	86	79	79	80	84	86
3	86	75	85	83	78	81	86	79	79	80	84
TOTAL ENROLLMENT	360	351	356	356	353	355	355	354	361	368	374

WORCESTER COUNTY PUBLIC SCHOOLS

SHOWELL ELEMENTARY

TEN YEAR ENROLLMENT PROJECTIONS - FTE BASIS

SEPTEMBER 30, 2017 - 2027

GRADE	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027
PRE-KINDERGARTEN	31	37	36	35	36	37	38	39	39	39	39
KINDERGARTEN	115	103	108	113	105	105	107	111	114	114	114
1	113	116	104	109	114	106	106	108	112	115	115
2	122	113	116	104	109	114	106	106	108	112	115
3	111	122	113	116	104	109	106	106	106	108	112
TOTAL ENROLLMENT	492	491	477	477	468	471	463	470	479	488	495

WORCESTER COUNTY PUBLIC SCHOOLS

SNOW HILL ELEMENTARY

TEN YEAR ENROLLMENT PROJECTIONS - FTE BASIS

SEPTEMBER 30, 2017 - 2027

GRADE	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027
PRE-KINDERGARTEN	35	36	35	34	35	36	37	38	38	38	38
KINDERGARTEN	54	67	70	73	69	68	69	73	74	74	74
1	84	56	69	72	75	71	70	71	75	76	76
2	78	85	57	70	73	76	72	71	72	76	77
3	82	79	86	58	71	74	77	73	72	73	77
TOTAL ENROLLMENT	333	323	317	307	323	325	325	326	331	337	342

WORCESTER COUNTY PUBLIC SCHOOLS

CEDAR CHAPEL SPECIAL SCHOOL

TEN YEAR ENROLLMENT PROJECTIONS - FTE BASIS

SEPTEMBER 30, 2017 - 2027

GRADE	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027
PRE-KINDERGARTEN	0	0	0	0	0	0	0	0	0	0	0
KINDERGARTEN	0	0	0	0	0	0	0	0	0	0	0
ELEMENTARY SPEC.	25	25	25	25	25	25	25	25	25	25	25
SECONDARY SPEC.	27	27	27	27	27	27	27	27	27	27	27
TOTAL ENROLLMENT	52	52	52	52	52	52	52	52	52	52	52

WORCESTER COUNTY PUBLIC SCHOOLS

BERLIN INTERMEDIATE SCHOOL

TEN YEAR ENROLLMENT PROJECTIONS - FTE BASIS

SEPTEMBER 30, 2017 - 2027

GRADE	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027
4	133	121	132	123	126	114	119	116	116	116	118
5	361	332	333	340	339	334	310	323	329	317	315
6	297	369	340	341	348	347	342	318	331	337	325
TOTAL ENROLLMENT	791	822	805	804	813	795	771	757	776	770	758

WORCESTER COUNTY PUBLIC SCHOOLS

POCOMOKE MIDDLE SCHOOL

TEN YEAR ENROLLMENT PROJECTIONS - FTE BASIS

SEPTEMBER 30, 2017 - 2027

GRADE	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027
4	76	87	76	86	84	79	82	87	80	80	81
5	67	76	87	76	86	84	79	82	87	80	80
6	61	67	76	87	76	86	84	79	82	87	80
7	91	62	68	77	88	77	87	85	80	83	88
8	79	92	63	69	78	89	78	88	86	81	84
TOTAL ENROLLMENT	374	384	370	395	412	415	410	421	415	411	413

WORCESTER COUNTY PUBLIC SCHOOLS

SNOW HILL MIDDLE SCHOOL

TEN YEAR ENROLLMENT PROJECTIONS - FTE BASIS

SEPTEMBER 30, 2017 - 2027

GRADE	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027
4	86	83	80	87	59	72	75	78	74	73	74
5	71	88	85	82	89	61	74	77	80	76	75
6	81	72	89	86	83	90	62	75	78	81	77
7	75	81	72	89	86	83	90	62	75	78	81
8	77	76	82	73	90	87	84	91	63	76	79
TOTAL ENROLLMENT	390	400	408	417	407	393	385	383	370	384	386

WORCESTER COUNTY PUBLIC SCHOOLS

STEPHEN DECATUR MIDDLE SCHOOL

TEN YEAR ENROLLMENT PROJECTIONS

SEPTEMBER 30, 2017 - 2027

GRADE	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027
7	340	299	371	342	343	350	349	344	320	333	339
8	317	345	304	376	347	348	355	354	349	325	338
TOTAL ENROLLMENT	657	644	675	718	690	698	704	698	669	658	677

WORCESTER COUNTY PUBLIC SCHOOLS

POCOMOKE HIGH SCHOOL

TEN YEAR ENROLLMENT PROJECTIONS - FTE BASIS

SEPTEMBER 30, 2017 - 2027

GRADE	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027
9	89	79	92	63	69	78	89	78	88	86	81
10	81	89	79	92	63	69	78	89	78	88	86
11	78	81	89	79	92	63	69	78	89	78	88
12	94	82	85	93	83	96	67	73	82	93	82
TOTAL ENROLLMENT	342	331	345	327	307	306	303	318	337	345	337

WORCESTER COUNTY PUBLIC SCHOOLS

SNOW HILL HIGH SCHOOL

TEN YEAR ENROLLMENT PROJECTIONS - FTE BASIS

SEPTEMBER 30, 2017 - 2027

GRADE	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027
9	84	81	80	86	77	94	91	88	95	67	83
10	72	85	82	81	87	78	95	92	89	96	68
11	86	73	86	83	82	88	79	96	93	90	97
12	79	87	74	87	84	83	89	80	97	94	91
TOTAL ENROLLMENT	321	326	322	337	330	343	354	356	374	347	339

WORCESTER COUNTY PUBLIC SCHOOLS

STEPHEN DECATUR HIGH SCHOOL

TEN YEAR ENROLLMENT PROJECTIONS - FTE BASIS

SEPTEMBER 30, 2017 - 2027

GRADE	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027
9	354	341	369	328	400	371	372	379	378	373	349
10	316	357	344	372	331	403	374	375	382	381	376
11	377	317	358	345	373	332	404	375	376	383	382
12	301	377	317	358	345	373	332	404	375	376	383
TOTAL ENROLLMENT	1348	1392	1388	1403	1449	1479	1482	1533	1511	1513	1490

WORCESTER COUNTY PUBLIC SCHOOLS
WORCESTER TECHNICAL HIGH SCHOOL
TEN YEAR ENROLLMENT PROJECTIONS - FTE BASIS
SEPTEMBER 30, 2017 - 2027

GRADE	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027
ALL	725	740	724	760	736	758	759	795	794	803	790
TOTAL ENROLLMENT	725	740	724	760	736	758	759	795	794	803	790



DEPARTMENT OF
INFORMATION TECHNOLOGY

Worcester County

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

4

Scheduled at 10:30am

To: Harold Higgins, Chief Administrative Officer

From: Brian Jones, IT Manager

B²J

Re: County Broadband Update

Date: October 30, 2018

I understand that Commissioner Elder has requested an update from Information Technology in regards to broadband for the residents of Worcester County. I would like to provide a brief update on what information I have collected over the last couple of years and what it will take to bring broadband to underserved residents, but more importantly unserved residents of Worcester County. An underserved area generally has options, although fewer than those in the more highly populated areas. An unserved area is an area with little or no options for internet services. We have seen the needs for Broadband change as the definition of Broadband has also changed. In 2015 the Federal Communications Commission (FCC) voted to change the definition of broadband by raising the minimum download speeds from 4MPS (Megabytes per Second) to 25 Mbps, and the minimum upload speed from 1 Mbps to 3 Mbps. This effectively triples the number of US households without broadband access by its new definition.

Recently, Sussex County, Delaware initiated a broadband project. I have spoken with the IT director for Sussex County to get as much detail as I could in regards to their attempt to provide broadband to the rural areas of Sussex County. Sussex issued an RFP to various wireless broadband companies in an effort to solicit as many interested companies as they could. Sussex County ended up with five interested companies. In order to create interest for the broadband project, Sussex County budgeted one million dollars to pay for these wireless companies' tower space rental fees and other incidentals such as permitting costs and electricity costs for equipment. This assistance would only be provided for the first year of operations to the wireless companies in Sussex. After the first year, the broadband companies will be without County funds and the hope is that they will continue to offer service in the county. Sussex County also decided to refrain from signing any franchise agreements in their respective districts. This allowed multiple vendors to come in without creating a monopoly with a single primary vendor. I understand that this has actually helped keep the costs down with providers in the served areas of the county. Sussex is still in their first year and I suggest we continue to follow their progress to determine if this model would work in Worcester County. We have no statistics on how many residents this program assisted and how many of these residents were actually in unserved areas. If any

of the areas in Sussex that were assisted were already served this would not serve the goals of our County Commissioners.

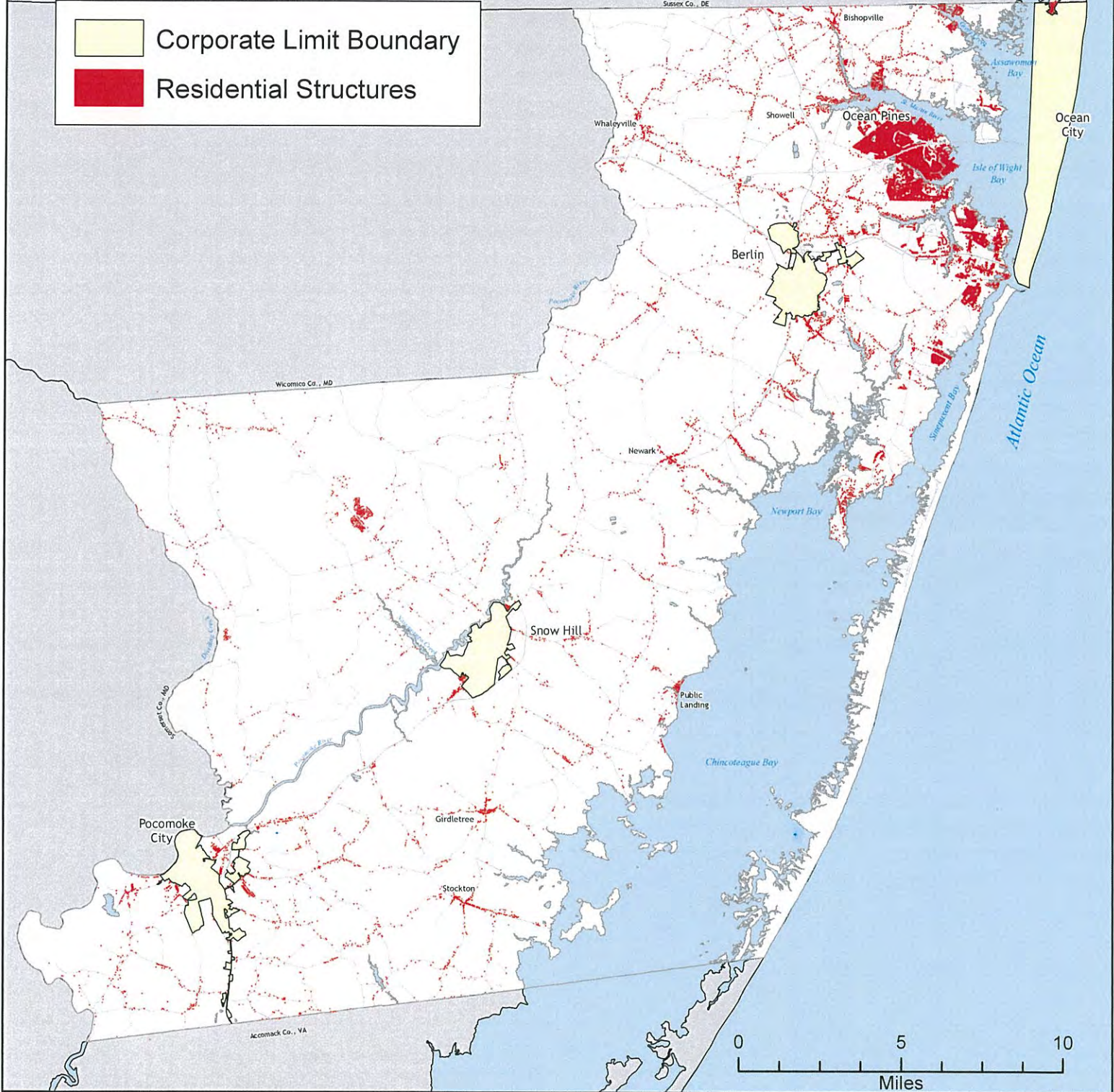
I have had several conversations with the Governor's office as well as other counties that have been dealing with the same subject matter of broadband coverage. We are not alone. Many Maryland counties are struggling to get the information needed to start the process of offering a solution for internet coverage. Before we proceed with the next step, I would like to get a complete understanding from the Commissioners of their expectations, budget and timeframe.

I believe that before we can begin the initiative to seek broadband services we need a study to provide us information on the areas and residents impacted. We need to know the areas of the county that are underserved, but more importantly those that are unserved. We will also need to know the primary needs that the residents of Worcester County would have for broadband services and the number of residents effected per household. This would help to determine data consumption needs and expectations of the resident. The more information provided the better. I suggest using a consultant to achieve this task just as other counties have done before us. I have been in contact with one consultant that has worked with over 300 counties and has been able to provide a wealth of information to those counties that they assisted. The general costs for this type of consultant can range from \$25,000 to \$30,000.

As far as State efforts, the Governors' Office would like us to provide any information we can to assist in their endeavors to learn as much about broadband needs throughout the State. The Governor's Office is hoping to include a line item in next year's budget to assist qualifying counties with some monetary assistance to build an infrastructure. This is not a guarantee but without the data, we may not qualify for any financial assistance from the State. This does not mean we cannot pursue our options with our own vendors of choice nor do we have to wait for assistance from the Governor's Office to move forward. The information collected above is imperative for us to proceed before we can solicit broadband companies to build an infrastructure in Worcester County.

On a positive note, there is fiber on the Eastern Shore that is administered by the Maryland Broadband Coop (MBC). Maryland Broadband has been a key advocate of the State to assist in getting fiber to those cities and towns that need it the most. This would be a great start to serve as the necessary backbone. The MBC works in conjunction with DoIT (Department of Information Technology) in Maryland, which acts as the Internet Service Provider (ISP). Our primary hurdle is that we have no way to get service from this fiber to the last mile, which would be the home or office. We have learned that the Choptank COOP has a multitude of fiber strands in the ground on the Eastern Shore. Choptank has not ruled out working with the Maryland Broadband COOP or DoIT in the near future. If at some point we could bring the interest of wireless providers to Worcester County, perhaps the wireless providers would be willing to work with Maryland Broadband, Choptank and DoIT to provide services to residents. We have seen the failures of the LSBC (Lower Shore Broadband COOP) and Bloosurf in the past. I believe we can learn from those mistakes and make improvements. Many of the past opportunities resulted from lack of planning, lack of funding for replacement equipment and lack of customer support. If we are able to solicit vendors that will work directly with the Maryland COOP's I believe we have a much better chance at success in Worcester County, but this is a very difficult project.

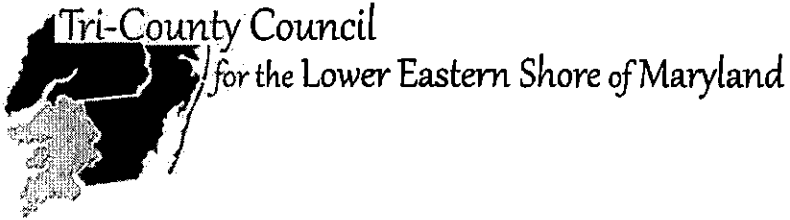
Location of Residential Structures



DEPARTMENT OF DEVELOPMENT REVIEW & PERMITTING
Technical Services Division - October 2018



Source: Maryland Property View - Worc2015 and Worcester County Building Footprint Data Layer



Tri-County Council

for the Lower Eastern Shore of Maryland

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

October 12, 2018

Diana Purnell
President
Worcester County Commissioners
1 West Market Street
Snow Hill, MD 21863

Scheduled at 10:50am

5

Dear President Purnell,

As you are aware I will be retiring as Executive Director of the Tri-County Council on December 31, 2018, and the Executive Board has chosen the next Executive Director, Mr. Gregory Padgham. At this time, I would like to request time on the agenda at an upcoming Worcester County Commissioners' meeting to introduce you and the other Commissioners to Mr. Padgham.

I appreciate your consideration of this request and if you need any additional information, please contact me.

Sincerely,

Michael P. Pennington
Executive Director



Serving Somerset, Wicomico and Worcester Counties



Gregory E. Padgham, B.A., J.D.

Greg has been a resident of the Eastern Shore for nearly twenty years. He has worked as a corporate attorney in both in-house and outside counsel environments, primarily in the areas of international trade and business development. His more than 30 years of legal and consulting experience extends to domestic and international sales and account management in both government and non-government commercial transactions, primarily in the area of consumer products. Greg is licensed to practice law in the state courts of Arkansas and Maryland, as well as the Federal Courts of Maryland. Greg has lived and worked in a number of countries in the Middle East and Europe and speaks Russian as a second language.

He resides with his wife, the Hon. Paula Price and daughter Samara in an historic home on the Manokin River in Somerset County, Maryland.



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

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

OFFICE OF THE
COUNTY COMMISSIONERS

Worcester County

GOVERNMENT CENTER
ONE WEST MARKET STREET • ROOM 1103

SNOW HILL, MARYLAND

21863-1195

October 31, 2018

TO: Worcester County Commissioners
FROM: Kelly Shannahan, Assistant Chief Administrative Officer *KS*
SUBJECT: Lower Shore Workforce Alliance Board

At your direction following your meeting on September 4, 2018, we sent letters to the local Chambers of Commerce soliciting volunteers to serve on the Workforce Development Board of the Lower Shore Workforce Alliance. I am pleased to advise that Greater Ocean City Chamber of Commerce President and CEO Melanie Pursel has volunteered to serve. Please consider appointing Ms. Pursel at your next meeting.

If you should have any questions or concerns regarding this matter, please feel free to contact me.

Kelly Shannahan

To: Melanie Pursel
Subject: RE: LS Workforce Board

From: Melanie Pursel [<mailto:melanie@oceancity.org>]
Sent: Wednesday, October 24, 2018 1:00 PM
To: Kelly Shannahan <kellys@co.worcester.md.us>
Subject: LS Workforce Board

Hi Kelly,

I hope that all is well!

I am not sure if you are still looking for a Worcester County representative, but I would be interested in serving on the Lower Shore Workforce Development Board. Workforce is a major issue for our regional businesses and I actually have a background in workforce development.

Kindly let me know if this would be a good fit.

Sincerely,

Melanie A. Pursel

President & CEO
Greater Ocean City Chamber of Commerce
Eunice Q. Sorin Visitor and Conference Center
12320 Ocean Gateway
Ocean City, MD 21842
phone: 410-213-0144
fax: 410-213-7521
melanie@oceancity.org
www.oceancity.org
Check us out on TV!

Become a Member or Refer a Friend!

LOWER SHORE WORKFORCE INVESTMENT BOARD
(Previously Private Industry Council Board - PIC)

Reference: Workforce Investment Act of 1998, Section 117

Appointed by: County Commissioners

Functions: Advisory/Regulatory
Provide education and job training opportunities to eligible adults, youth and dislocated workers who are residents of Somerset, Wicomico and Worcester counties.

Number/Term: 24 - 5 Worcester County, 7 At-Large (by Tri-County Council), 12 Other
2, 3 or 4-year terms; Terms expire September 30

Compensation: None

Meetings: Quarterly (January, April, July, October) on the 2nd Wednesday

Special Provisions: Board must be at least 51% business membership.
Chair must be a businessperson

Staff Contact: Lower Shore Workforce Alliance
Milton Morris, Workforce Director (410-341-3835, ext 6)
One-Stop Job Market, 31901 Tri-County Way, Suite 215, Salisbury, MD 21804

Current Members (Worcester County - also members from Wicomico, Somerset and Tri-County Council):

<u>Name</u>	<u>Resides/Agency</u>	<u>Term</u>	<u>Representing</u>
(Vacant)	(Berlin area)	17-21	Business Rep.
Geoffrey Failla	Whaleysville	*15-18	Business Rep.
Jason Cunha	Pocomoke	*16-19	Business Rep.
Walter Maizel	Bishopville	*12, 12-16, 16-20	Private Business Rep.
Robert "Bo" Duke	Ocean City	*17, 17-21	Business Rep.

Prior Members: Since

Baine Yates	Heidi Kelley (07-08)
Charles Nicholson (98-00)	Bruce Morrison (05-08)
Gene Theroux (97-00)	Margaret Dennis (08-12)
Jackie Gordon (98-00)	Ted Doukas (03-13)
Caren French (97-01)	Diana Nolte (06-14)
Jack Smith (97-01)	John Ostrander (07-15)
Linda Busick (98-02)	Craig Davis (13-17)
Edward Lee (97-03)	Donna Weaver (08-17)
Joe Mangini (97-03)	
Linda Wright (99-04)	
Kaye Holloway (95-04)	
Joanne Lusby (00-05)	
William Greenwood (97-06)	
Gabriel Purnell (04-07)	
Walter Kissel (03-07)	



OFFICE OF THE
COUNTY COMMISSIONERS

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

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

Worcester County

GOVERNMENT CENTER
ONE WEST MARKET STREET • ROOM 1103

SNOW HILL, MARYLAND

21863-1195

September 5, 2018

Melanie A. Pursel, President & CEO
The Greater Ocean City Chamber of Commerce
12320 Ocean Gateway
Ocean City, Maryland 21842

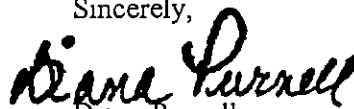
RE: Request for Nominations to serve on the Lower Shore Workforce Development Board

Dear Melanie:

Please be advised that the Worcester County Commissioners recently learned of two upcoming vacancies on the Lower Shore Workforce Development Board which requires the appointment of local business representatives with policy making or hiring authority. Please see the attached letter from the Tri-County Council for the lower Eastern Shore of Maryland regarding the preferred qualifications for business representatives serving on the Workforce Development Board. We would sincerely appreciate if you would distribute this information to your members and solicit volunteers who may be willing to serve in this important capacity. Please ask any interested members to send a letter of interest with a short bio or resume to Kelly Shannahan, Assistant Chief Administrative Officer, by email at kellys@co.worcester.md.us or by calling 410-632-1194. Nominees will be considered for appointment by the County Commissioners at a future meeting. If your members should have any specific questions about the duties and responsibilities of this board, please feel free to have them contact Milton Morris, Workforce Director, at 410-341-3835, extension 6.

Thank you for your attention to this matter and for your assistance in helping us to fill these vacancies in order to further workforce development of all residents on the Lower Eastern Shore of Maryland.

Sincerely,


Diana Purnell
President

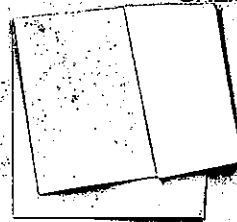
DP/kah

CC Kelly Shannahan, Assistant Chief Administrative Officer
Michael P. Pennington, Executive Director, Tri-County Council
Milton Morris, Workforce Director, Lower Shore Workforce Alliance
Board Book

Tri-County Council
for the Lower Eastern Shore of Maryland

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

RECEIVED
AUG 22 2018
Worcester County Admin



August 20, 2018

Diana Purnell
President
Worcester County Commissioners
1 West Market Street, Room 1103
Snow Hill, MD 21863

*Suggest sending a letter to
Chambers of Commerce seeking
volunteers to serve* *

Dear Mrs. Purnell,

The Lower Shore Workforce Alliance (LSWA) division of the Tri-County Council for the Lower Eastern Shore of Maryland (TCC) is funded through grants from the Maryland Department of Labor, Licensing and Regulation (DLLR). DLLR grant funding requirements are governed by the Federal Workforce Innovation and Opportunity Act (WIOA) regulations which requires that the majority of the Workforce Development Board (WDB) members represent business in our community. There are five business seats per county on the WDB. WIOA requires that each business member:

1. Be an owner, chief executive officer, chief operating officer, or other business executives or individual with optimum policymaking or hiring authority;
2. Provide employment opportunities in in-demand industry sectors or occupations;
3. Provide high-quality, work-relevant training and development opportunities to its workforce or the workforce of others; and
4. Be appointed from among individuals nominated by local business organizations and business trade associations.

The current WDB members for Worcester County are:

Worcester	Industry	Expiration
- Jason Cunha	Financial Services	9/30/19
- Bo Duke	Hospitality	9/30/21
- Geoff Failla	Healthcare	9/30/18
- Walt Maizel	Construction	9/30/20

At this time, we are requesting the appointment of two (2) members.

I would appreciate your prompt attention to this matter and if you have any questions, please contact me.

Sincerely,

Michael P. Pennington
Executive Director

APPROVED
Worcester County Commissioners
Date *HH* 9/4/18

see note above





Worcester County

Government Center
Department of Human Resources
One West Market Street, Room 1301
Snow Hill, Maryland 21863-1213
410-632-0090
Fax: 410-632-5614

STACEY E. NORTON
Human Resources Director
HOPE CARMEAN
Benefits Manager
EDDIE CARMAN
Risk Manager

KELLY BRINKLEY
Volunteer Services Manager
ANN HANKINS
Human Resources Specialist
TARA ARMSTRONG
Office Assistant IV

To: Harold Higgins, Chief Administrator Officer

From: Stacey Norton, Human Resources Director

Date: October 29, 2018

Subject: Kevin Candy, New Safety Coordinator

Stacey Norton

Scheduled at
10:55 am

Kevin Candy is the new Safety Coordinator and will be starting November 1, 2018.

May I please introduce him to the County Commissioners at the November 7, 2018 open session meeting at the end of all of the administrative matters?

Thank you for your consideration.

Worcester County Job Opportunities

DEPARTMENT: HUMAN RESOURCES
JOB TITLE: SAFETY COORDINATOR
COMPENSATION: GRADE 18/ STEP 1 \$42,016 ANNUALLY/ \$20.20 HOURLY
APPLICATION PERIOD: UNTIL FILLED

JOB SUMMARY: This full-time position is responsible for the coordination of safety programs to protect the safety and health of Worcester County Government employees and to provide a workplace free from recognized hazards. This position reports to the Risk Manager will also take direction from the Human Resources Director.

GENERAL REQUIREMENTS:

- Drug and Alcohol Testing
- Subject to emergency call-back with little or no notice. May have to work in the evenings or weekend as needed.
- Pre-employment background check
- Must maintain an active Maryland driver's license with less than 4 points on their motor vehicle record

ESSENTIAL JOB DUTIES AND RESPONSIBILITIES:

- Acts as a Safety Coordinator with the primary focus on Public Works Divisions and Recreation and Parks. Then will work with other departments.
- Responsible for the review and revisions to the safety plan as needed
- This position has the authority to stop operations if there is a safety violation, hazard, or risk and will escalate to management timely.
- Establishes Safety Committees and facilitates monthly meetings. Tracks attendance, meeting minutes, and action plans.
- Works with the management staff to audit safety programs to ensure compliance.
- Escalates serious safety related issues to the Public Works Director, Recreation and Parks, and HR Director for resolution
- Coordinates, facilitates, and participates in safety training
- Prepares materials for and attends safety sessions
- Maintains in house training records.
- Assist in annual audits of all facilities
- Works in conjunction with the Risk Manager to ensure compliance with timely accident reporting and investigations
- Conducts accident investigations with management
- Conducts accident investigation involving county vehicles with management
- Effectively evaluates safety and health programs by analyzing accident data on a continuing basis.
- Participates in county wellness program. Promotes healthy lifestyle and safety practices.
- Works with Health Department to promote and support their prevention activities.
- Facilitates the Lifestyle Balance class once certified.
- Participates on county HazMat team.
- Perform other related duties as directed by the Risk Manager or HR Director
- Supports and enforces Worcester County Personnel Rules & Regulations.

QUALIFICATIONS AND SKILLS:

- Broad knowledge of risk management and safety field normally acquired through a Bachelor's degree in Occupational Safety or equivalent experience in the same field.
- Above average oral and written communication skills necessary to prepare reports, prepare and deliver public presentations, and communicate effectively and courteously with coworkers and the general public.
- Willingness to assume responsibility and motivate others.

- Proficient with Microsoft Word, Excel, PowerPoint, and Outlook
- Experience training others
- Experience investigating accidents and incidents
- Experience with federal, state and local regulatory agencies such as MOSH, OSHA, NIOSH, EPA, MDE, DOT and other safety related agencies and knowledgeable of applicable laws.
- Experience with DOT and Federal Motor Carrier regulations.
- Ability to obtain BAT and Professional Collector certifications and perform for drug and alcohol testing.
- Certified First Aid/AED instructor preferred.
- Certified traffic incident management preferred.
- Experience with fuel facilities preferred.

SAFETY ANALYSIS:

(Rarely (<5% of the time), Occasional (5-25% of the time), Frequent (25-75% of the time); Constant (75-100% of the time)

The work is performed both indoors and outdoors. Light Work: Constant viewing, hearing, talking, sitting, standing; Frequent walking and pushing, pulling, lifting and moving of objects up to 25lbs; Rarely up to 75lbs. Known hazards include risks associated with heat, humidity, noise, poor ventilation, slippery and uneven surfaces. Must have the ability to work around fuel and other chemicals.

Kevin D. Candy

11001 South First Street, Apt. 921, Austin, TX 78748 | Phone: (512) 294-7498 | Email: kevincandy47@gmail.com

July 11, 2018

Eddie Carman
Risk Manager
Worcester County Government Center
1 W. Market St. Room 1301
Snow Hill, MD 21863

Dear Mr. Carmen:

I am very interested in the Safety Program Coordinator role at Worcester County and look forward to discussing my qualifications during an interview. After reading through the job responsibilities, I believe my expertise, experience, character, and ethics position me as a perfect candidate for this role. I have over 15 years of experience in occupational safety and health and providing technical training.

My professional background includes interacting with all levels of management and employees including corporate management, company owners, agency directors, mayors, city council members, all the way down to frontline employees. These interactions include all sizes of businesses and organizations including fortune 500 companies, state, county, and city governments, and small businesses.

I currently have direct experience with managing and coordinating DOT compliance, drug and alcohol testing programs, revising and maintaining emergency action plans, participating in an emergency operations environment, managing weather and incident preparedness programs, reviewing insurance accords, conducting safety, compliance, and orientation training programs and creating and maintaining health, safety, security, and environmental programs and policies.

Additionally, my health, safety, and security background experience has provided me exposure to safety and compliance programs implemented by companies of all sizes to include some top fortune 500 companies. Additionally, my background has provided me with exposures to multiple industries to include police, fire, government risk exposures, underground utilities, trucking, manufacturing, and others. This exposure allows me to draw on multiple experiences to develop creative ideas to improve process and procedures.

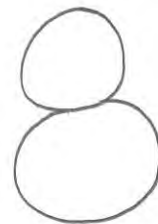
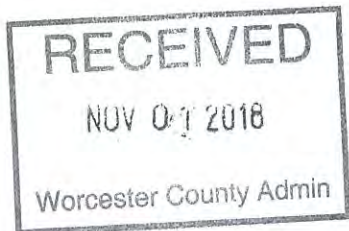
Finally, my reason for applying for the position of Safety Program Coordinator is that I have returned to Eastern Shore last week to be close to family. I am originally from Salisbury, MD area with family all over the Eastern Shore.

Thank you for taking the time to review my qualifications for the position of Safety Program Coordinator. I have added letters of recommendations from my current director and former manager and my last performance review for your review. I look forward to speaking with you to discuss in detail all of my qualifications and experience and how I can assist the team at Worcester County in providing a safe and healthy place for County employees to work.

Sincerely,



Kevin Candy
4 E. East St.
Delmar, MD 21875
(512) 294-7498



Worcester County

Government Center
Department of Human Resources
One West Market Street, Room 1301
Snow Hill, Maryland 21863-1213
410-632-0090
Fax: 410-632-5614

STACEY E. NORTON
Human Resources Director
HOPE CARMEAN
Benefits Manager
EDDIE CARMAN
Risk Manager

KELLY BRINKLEY
Volunteer Services Manager
ANN HANKINS
Human Resources Specialist
TARA ARMSTRONG
Office Assistant IV

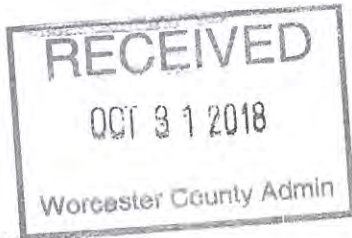
To: Harold Higgins, Chief Administrator Officer
From: Stacey Norton, Human Resources Director *Stacey Norton*
Date: October 31, 2018
Subject: Request for Benefits FY 20

The Health Benefits Committee has started the annual benefits renewal process with PSA Insurance & Financials Services (Benefit Brokers/Consultants) for fiscal year 2020.

We are recommending that PSA Financials conduct a request for proposal for pharmacy benefit manager (PBM) and dental vendors. We want to investigate if the current vendors are providing the best value.

Our plan is to present our recommendations for Fiscal year 2020 at the March 19, 2019 Commissioners meeting.

Thank you for your consideration.



ONING DIVISION
UILDING DIVISION
DMINISTRATIVE DIVISION



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

9

DATA RESEARCH DIVISIO
CUSTOMER SERVICE DIVISIO
TECHNICAL SERVICES DIVISIO

Memorandum

To: Worcester County Commissioners

CC: File

From: Jo Ellen Bynum *JEB*

Date: 10/31/2018

Re: Worcester County Housing Rehabilitation Program Bid Package

Attached please find a bid package for rehabilitation work to be performed at a single-family home located in West Ocean City. This project is proposed to be funded through the County's current CDBG grant, MD-18-CD-21. Please review and approve to be placed out for the County's competitive bidding process.

DRAFT

**NOTICE TO HOME IMPROVEMENT CONTRACTORS
INVITATION TO BID
Housing Rehabilitation
Worcester County, Maryland**

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

The projects are proposed to be funded by the Community Development Block Grant (CDBG) Program and are thus subject to all applicable Equal Opportunity and Civil Rights guidelines. **Sealed bids will be accepted until 1:00 p.m. on Monday, November 26, 2018** in the Office of the County Commissioners at the above address at which time they will be opened and publicly read aloud. Envelopes shall be marked "**Housing Rehabilitation Bid - November 26, 2018**" in the lower left-hand corner. Bids will be reviewed by staff and awarded by the County Commissioners at a future meeting. In awarding the bids, the Commissioners reserve the right to reject any and all bids, waive formalities, informalities and technicalities therein, and to take whatever bids they determine to be in the best interest of the County considering lowest or best bid, quality of goods and work, time of delivery or completion, responsibility of bidders being considered, previous experience of bidders with County contracts, or any other factors they deem appropriate.

All inquiries regarding the bid specifications shall be directed to the Housing Program Inspector, Dave Walter, at 410-213-2021. All other inquiries shall be directed to Jo Ellen Bynum, Housing Program Administrator, at 410-632-1200, ext. 1171.

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

PROPERTY OF: **Pamela Moxley**
ADDRESS: **10319 Bristol Road**
West Ocean City, MD 21842
TELEPHONE: **410-213-7299**

TOTAL QUOTE: _____

CONTRACTOR: _____ DATE: _____
NO QUOTATIONS AFTER: 11/26/18

PART ONE: GENERAL CONDITIONS
PART TWO: SCOPE OF WORK

PART ONE – GENERAL CONDITIONS

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

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

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

ATTENTION: THIS BID FORM MUST BE REPRODUCED ON YOUR COMPANY LETTERHEAD AND BE SUBMITTED WITH YOUR BID PACKAGE. ALL PAGES OF WORK SCOPE WITH LINE ITEM PRICING DETAIL MUST BE INCLUDED. ANY MISSING INFO OR WORDING MAY DISQUALIFY YOUR BID. THE BID PACKAGE IS ALSO AVAILABLE ON-LINE AT www.co.worcester.md.us

BID FORM

***must be signed to be valid**

**Property of Pamela Moxley
10319 Bristol Road
West Ocean City, MD 21842**

I have reviewed the specifications and provisions for rehabilitation work on the above referenced property and understand said requirements. I hereby propose to perform this work for the total price of:

Total Quote : \$ _____

Date: _____

Signature

Typed Name

Title

Company Name

Address

Phone Number(s)

MHIC License # Expiration Date

PAMELA MOXLEY
10319 BRISTOL ROAD
WEST OCEAN CITY, MD 21842
410-213-7299

09-24-2018

SCOPE OF WORK

A: Remove all roof shingles, underlayment, drip edge, plumbing vent boots, roof ventilation jacks, and flashings. Remove any damaged roof sheathing and replace with like size sheathing. Install low slope peel and apply roof underlayment. Ice and water shield to be installed in all valleys and at wall roof junctions. Install aluminum wall and step flashing as necessary. Install new flashing at all skylights. Install new wide aluminum white drip edge. New shingles are to be 30 year architectural shingles, with hip and ridge shingles installed as necessary and installed per manufacturer's installation instructions. Install new roof plumbing boots, roof ridge venting, and or roof ventilation jack vents. Clean up and haul away all construction related debris, including fallen and dropped nails.

PRICE: _____

B: Remove soffit at front door. Install metal flashing and door flex flashing to eliminate existing leak at door head. Reinstall soffit. Install new white continuous aluminum gutters and downspouts. Downspouts are to have extensions and splash blocks.

PRICE: _____

C: Remove all interior drywall, walls and ceilings, which have water damage due to roof leaks. Remove any water damaged wall and ceiling insulation. Install new wall and ceiling insulation after roof is replaced. Install new ½ inch drywall where wall and ceiling drywall was removed. The drywall is to be screwed and glued. All new drywall is to be hung, taped, and finished to a smooth paintable surface. Caulk any adjoining trim, and paint all new drywall, two coats, color to match existing as close as possible.

PRICE: _____

D: Have existing wood burning fireplace metal fire box removed and new unit installed. Remove all existing smoke detectors, and install new mandated 10 year battery life units throughout house, per current County Code. Vent dryer duct to the exterior with metal ducting, and exterior wall dryer vent hood. Install screws to secure several loose deck boards at rear deck to eliminate possibility of tripping.

PRICE: _____

PAMELA MOXLEY
10319 BRISTOL ROAD
WEST OCEAN CITY, MD 21842
410-213-7299

09-24-2018

TOTAL PRICE: _____
SIGNATURE: P. Moxley
PRINTED NAME: P. Moxley
TITLE: _____
COMPANY NAME: _____
ADDRESS: _____
PHONE NUMBERS: OFFICE: _____ CELL: _____
MHIC#: _____ EXPIRATION DATE: _____
DATE OF PROPOSAL: _____

I have reviewed and hereby approve the above specifications as written.

P. Moxley 10-15-18
Owner Date

WORCESTER COUNTY HOUSING REHABILITATION PROGRAM

GENERAL SPECIFICATIONS

These specifications cover general items of information relating to this bid solicitation. Detailed specifications for the homes to be rehabilitated are attached. Bids will be accepted until 1:00 p.m. on Monday, November 26, 2018 at the Worcester County Commissioners Office, Room 1103, One West Market Street, Snow Hill, Maryland 21863 at which time they will be opened and read aloud. General telephone inquiries may be directed to the County's Housing Consultant, Jo Ellen Bynum, at 410-632-1200, ext. 1171. Questions of a technical nature may be directed to the Program Inspector, Dave Walter, at 410-213-2021. Bids may be mailed or delivered in person. Faxed bids are not acceptable. Bids must be clearly marked "Housing Rehabilitation Bid – November 26, 2018". Each bid must be signed and dated.

Contractor qualifications: Any contractor who has not submitted a Contractor Qualification form to the Program within the past six (6) months must complete and return the enclosed form. Contractors for these projects must be licensed Maryland Home Improvement Contractors as well as possess active liability insurance (\$100,000/\$300,000 for personal injury and \$50,000/\$100,000 for property damage).

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

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

Bid Submission Checklist

- Contractor Qualification Form
- Contractor Conflict of Interest Disclosure Form
- Bid Form- on your company letterhead using Worcester format
- Scope of Work with Line Item Breakdown- all lines completed and total price
- Signed Bid Submission Checklist

Signature

Date

Please check off items submitted above, sign and include this checklist with your submission package. If you have any questions as to if a previously submitted Contractor Qualification Form has expired, please contact Jo Ellen Bynum at 410-632-1200, ext. 1171. Bids submitted with no Contractor Qualification form on file dated within the past 6 months may not be considered.

**WORCESTER COUNTY HOUSING REHABILITATION PROGRAM
CONTRACTOR QUALIFICATION FORM**

Contractor _____

Address _____

Phone Number _____

Federal I.D. or S.S. # _____

Insurance Company, Agent, & Coverages: _____

List of Company Officers: _____

List of Licenses Currently Held:

MHIC Number Exp. Date

MBR Number Exp. Date

MDE Lead Cert. Exp. Date

EPA Lead Cert. Exp. Date

Trade References (2)

Name Phone

Name Phone

Client References (2)

Name Phone

Name Phone

Is contractor in a State of Bankruptcy? _____ Yes _____ No

Is contractor on HUD's debarred list? _____ Yes _____ No

Is contractor any of the following? (not required to qualify)

- _____ Minority Business Enterprise
- _____ Women's Business Enterprise
- _____ Disadvantaged Business Enterprise
- _____ Section 3 Employer

Contractor Conflict of Interest Disclosure

All businesses submitting bids for projects and activities which include funding through the Maryland Community Development Block Grant Program must disclose any potential conflict of interest. A conflict of interest may occur if the business owner/principals are related to or have a business relationship with an employee, officer or elected official of **Worcester County**. If it is determined there is a conflict of interest or potential conflict of interest, you may not be selected even if your bid is determined to be the lowest, most qualified. The **County** can request for the State of Maryland CDBG Program to review and make a determination which could result in a waiver allowing for approval.

1. Are owner(s)/principal(s) ever been an employee, agent, consultant, officer, elected official or appointed official of _____? Yes No
If yes, please identify: _____

2. Are owner(s)/principal(s) related (including through marriage or domestic partnership) to an employee, agent, consultant, officer, elected or appointed official of _____? Yes No If yes, please identify: _____

3. Do owner(s)/principal(s) have a business or professional relationship with anyone identified under Question #1? Yes No
If yes, please identify: _____

I/We certify that the above information is true and correct. I/We understand that providing false statements or information is grounds for termination of assistance and is punishable under federal law.

Signed: _____
Date: _____

Name: _____ (Print)

Signed: _____
Date: _____

Name: _____ (Print)

**For all non-construction contracts and for single family housing rehabilitation only
9/2017*

For Grantee Use Only:

CDBG Grant Number:	Date Received:
<input type="checkbox"/> Conflict of Interest does not exist <input type="checkbox"/> Conflict of Interest exists	
Date Sent to State:	<input type="checkbox"/> Waiver Granted <input type="checkbox"/> Waiver Denied

REHABILITATION

AIM Services, Inc.
Attn: Steve Coady
2314 Allen Drive
Salisbury, MD 21801
scoady@aimservicesinc.com
443-859-8009

Allstate Renovation & New Homes, Inc.
Leo Kuneman
PO. Box 303
Trappe, MD 21673
allstaterenovation@yahoo.com
443-880-2257

Apex Construction
Attn: Mike Meade
12650 Sunset Avenue, Suite 7
Ocean City, MD 21842
m.meadeestimator@gmail.com
jjfranzetti@gmail.com

Barmar Construction, LLC
714 Hills Point Road
Cambridge, MD 21613
410-901-2304
barmarconstruct@aol.com

Beach Construction Company 10/23/18
11555 Quillin Way
Berlin, MD 21811
443-880-3473
410-641-8590
beachcoeast@gmail.com

Robert Brooks MBE 8/10/18
Apostle Expert Exteriors
P.O. Box 485
Salisbury, MD 21803
410-548-1392, ext. 107
rbrooks.apostlecon@gmail.com

CONTRACTORS

C.A.R.E. Property Services, Inc.
Attn: Jordan Lehr
1235 Abbottstown Pike
Hanover, PA 17331 (has office in OC
too) 717-437-1649
jlehr@callcarefirst.com

Covenant Contractors
10522 Jones Road
Berlin, MD 21811
covenant_contractors@yahoo.com
410-629-1815

Colossal Contractors
Attn: Kim Crawford
4601 Sandy Spring Road
Burtonsville, MD 20866
301-476-9060
info@colossalcontractors.com

Curtis Mercer Remodeling, Inc.
9937 Hotel Road
Bishopville, MD 21813
410-352-5379
410-430-3446 cell
410-352-5920 fax
cmremodelinginc@hotmail.com

Barone Built, Inc.
David Barone
27320 Cash Corner Road
Crisfield, MD 21817
easternshoreconstructioninc@gmail.com
410-713-5763 cell
410-341-7400 office
410-341-7401 fax

Hebreux St. Fleur- MBE
P.O. Box 4501
Salisbury, MD 21803
hebrewqualityinsulation@gmail.com
410-860-1613

Andy Argetakis
J.A. Argetakis Contracting Co., Inc.
3723 Eastern Avenue, Baltimore, MD
21224
jcatanzaro.jaargetakis@verizon.net
P:410-633-8016/F:410-633-6010

J & G Maintenance & Repair
10446 Dinges Road
Berlin, MD 21811
jwbunt@comcast.net
Cell 410-726-1611
Fax 410-641-0776

Mallard Home Improvements
P.O. Box 28
Quantico, MD 21856
mallardconst@yahoo.com
410-572-2727

Medli Home Improvement
1806 Jersey Road
Salisbury, MD 21801
medlihome@comcast.net
302-841-2899

The Myers Group
1147 S. Salisbury Blvd #8-140
Salisbury, MD 21801
443-366-9222
Fax: 410-572-6081 left message
themyersgroupllc@aol.com

Poseidon Plumbing & Home Services
12637 Sunset Avenue #1
Ocean City, MD 21842
410-251-1096
matts@poseidonthomeservices.com

Peeples Contracting Co., Inc.
76 Clubhouse Drive
Berlin, MD 21811

Shoreman Construction
William Hearn
606 E. Pine St.
Delmar, MD 21875
shoremanconstruction@gmail.com
Phone: 410-896-3200
Fax: Same

Three Guys Construction
Stephen Frey
8660 Lake Somerset Rd.
Westover, MD 21871
sgfrey@yahoo.com
Phone: 410-430-1109
Mobile:
Fax: 410-957-2868



**Worcester County's
Initiative to Preserve Families**



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

Telephone: 410-632-3648

**Worcester County's
Initiative
to Preserve Families**

November 1, 2018

TO: Harold Higgins, Chief Administrative Officer
THROUGH: *JL* Jennifer LaMade, Director of Planning, Quality, and Core Service
Rebecca Jones Rebecca Jones, Health Officer
FROM: *JSS* Jessica Sexauer, Director
Local Management Board
SUBJECT: 2019 Community Partnership Agreement

Please accept this document as a request to approve the Fiscal Year 2019 Local Management Board Community Partnership Agreement. The total award amount for Worcester County is \$832,918. The programs to be funded in fiscal year 2019 are:

- The Cricket Center
- Comprehensive Parenting Program Initiative
- Building Bridges
- Worcester Education, Employment and Empowerment (WE3)
- Youth Connection Center
- Local Care Team Coordinator

The results and indicators have been reviewed by LMB staff as well as staff from the Governor's Office for Children. Five programs began on July 1, 2018. We are requesting that the three copies of the Community Partnership Agreement be reviewed and signed. Please return all three signed copies to the LMB. An original copy will be provided to the County Commissioners after approval by the Governor's Office for Children. If you have any questions please contact me at 410-632-1100 extension 1025.

Thank you for your time and consideration.

cc: Kelly Shannahan, Assistant Chief Administrative Officer

Enclosure (3)



Larry Hogan, Governor

Boyd R. Rutherford, Lt. Governor

Jaclin Warner Wiggins, Acting Executive Director

Governor's Office for Children

MEMO

To: Local Management Board Chair and Point(s) of Contact

From: Kim Malat, Deputy Director

Re: FY 2019 Community Partnership Agreement Contract

+++++

The FY 2019 Community Partnership Agreement, which includes the Appendix A and Appendix B approved by the Governor's Office for Children (Office), is ready for execution.

There are three (3) additional documents attached to the email that included this memo, as follows:

1. The contract boilerplate – this is main part of the Agreement and was prepared using the FY18 version of the document and is individualized to the Local Management Board;
2. The Appendix A Program Description Chart; and,
3. The Appendix B and cover pages for the Appendix A and Appendix B.

The approved performance measures for each program/strategy have been incorporated in the Program Description chart that is the Appendix A.

Please print at least two (2) original copies of all the materials (one copy for the Office and one for the Board) that were included as attachments to this email. Please DO NOT use a version other than what was sent to you in this email. Double-sided printing is acceptable. If the Local Management Board requires more than one copy locally – print as many as is necessary. If more space is needed for additional local signatures on the contract boilerplate, please add a space for the signatures on the last page or add a new page.

Authorized Local Management Board officials should sign all original copies (2 cover pages and the boilerplate) where indicated on the contract boilerplate and the Appendix A and Appendix B cover sheets. Each signatory should sign where indicated and provide the date of the signature.

If local sign-off for legal sufficiency is not required, please forward with the signed Agreements a brief memo or email that confirms this decision.

Once all the local signatures have been obtained, mail all the originals to the Office, addressed to the attention of Kim Malat, Deputy Director. A cover letter is not necessary. I will ensure that the necessary State signatures are obtained and will then forward the fully-executed documents to the Local Management Board for it files.

Please note that the State cannot separately execute the individual parts of the Community Partnership Agreement contract, but must execute the contract in its entirety and at the same time. Deviation from the above instructions will cause a delay in execution of the contract, which will cause a delay in the release of the first payment to the Local Management Board.

Please do not hesitate to contact me at 410.697-9245 or kim.malat@maryland.gov if you have questions. Thank you for your prompt attention to this matter.

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

This Community Partnership Agreement (“**Agreement**”) effective, as of July 1, 2018, between the State of Maryland (“**State**”), acting by and through the Children’s Cabinet (“**Cabinet**”); and the **County Commissioners of Worcester County, Maryland** (“**Subdivision**”), acting by and through the Local Management Board (“**Board**”), the County’s Initiative to Preserve Families, designated as the local management board by the Subdivision pursuant to Section 8-301 of the Human Services Article of the Annotated Code of Maryland.

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

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

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

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

I. **SCOPE**

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

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

1. Appendix A, Program Description Chart, which sets forth the details

of the programs/strategies to be funded in whole or in part by the **Cabinet** and managed by the **Board** under this **Agreement**, for the fiscal year; and,

2. Appendix B, which contains the annual budget for **Cabinet-funded** programs/strategies and Board Support.

II. PROGRAMS AND SERVICES TO BE PROVIDED

- A. The programs, services, requirements, conditions and other activities of the **Board** as to its operations that will be funded by the **Cabinet** are set forth in the Appendices A and B. By accepting **Cabinet** funds under this **Agreement**, the **Board** agrees to the terms and conditions set forth herein and appended hereto and those contained in the State of Maryland Policies and Procedures Manual for Local Management Boards (“Manual”), which is incorporated by reference into this **Agreement** in accordance with paragraph VIII (H) herein.
- B. The **Board** shall comply with applicable provisions of Title 8 of the Human Services Article of the Annotated Code of Maryland; the Code of Maryland Regulations (“COMAR”); written guidelines and policies communicated in writing and issued by the **Cabinet** and the Executive Director for the **Governor’s Office for Children**; and other applicable federal and State laws, regulations, and policies relating to the terms and conditions of this **Agreement**, including the delivery of services to children and families described herein.
- C. The parties hereby expressly acknowledge the possibility of substantial changes in State and federal regulations applicable to this **Agreement** and expressly agree to negotiate associated amendments to the **Agreement** as necessary to comply with such changes; *provided* that any increase in the scope of work or cost of performance associated with such amendments may be compensated by a budget increase or, in the alternative, by modifying the scope of work to reduce the cost of performance, as determined by the **Cabinet** in its sole discretion. Any such modification in the scope of work or budget shall be performed in accordance with the provisions of this **Agreement** (see Section V “MODIFICATIONS”).

III. TERM

This **Agreement** shall be effective and remain in full force and effect for State fiscal year 2019 (July 1, 2018 – June 30, 2019) unless modified or terminated under Sections V. (“MODIFICATIONS”) and VI. (“TERMINATION”) herein, and unless renewed thereafter upon the mutual written agreement of the parties.

IV. FUNDING

- A. Amount: Funding for the programs/strategies to be provided by the **Board** under this **Agreement** will be provided by the **Cabinet**. The total amount will be determined by the **Governor’s Office for Children** on

behalf of the **Cabinet**, based on the proposed budget submitted by the **Board** and approved by the **Governor's Office for Children** on behalf of the **Cabinet**, and which is subject to annual **State** appropriations.

B. Conditions:

1. Funding received from the **Cabinet** is conditioned upon the availability of **State** appropriations. The **Board** shall make every effort to maximize revenue from sources other than **State** appropriations. In the event of a funding reduction, the **Subdivision** shall not be required to utilize **Subdivision** funds to meet the objectives of this **Agreement**.
2. Funding received from the **Cabinet** is conditioned upon the **Board** complying with the conditions as set forth in this **Agreement**, including Appendices A and B.
3. Funding received from the **Cabinet** is conditioned on the submission by the **Board** of an annual budget that has been approved by the **Cabinet**.
4. Funding received from the **Cabinet** is conditioned on the submission by the **Board** of performance measures for each funded program/strategy noted in Appendix A in accordance with the instructions established by the **Cabinet**.
5. Funding received from the **Cabinet** is conditioned on the utilization by the **Board** of the Results Scorecard web-based application for each funded program/strategy noted in Appendix A in accordance with the instructions established by the **Governor's Office for Children**.

C. Payments: Payments from the **Cabinet** Fund pursuant to this **Agreement** shall be made in accordance with the provisions of the Manual.

D. Withholding and Repayment of Funds:

1. The **Cabinet** reserves the right to withhold the transfer of **Cabinet** funds to the **Board** if the **Board** fails to:
 - a) Comply with the terms and conditions of this **Agreement**, including any and all **Children's Cabinet reporting requirements**; and/or,
 - b) Implement the programs/strategies listed in Appendix A in accordance with the terms and conditions of this **Agreement**.
2. Before any funds are withheld hereunder, the **Cabinet** shall notify the **Board** in writing of the provision(s) of the **Agreement** that the **Board** failed to follow. The **Board** shall have thirty (30) calendar days from receipt of the **Cabinet** notice to develop a corrective plan acceptable to the **Cabinet**. This corrective plan shall specify the date by which

deficiencies will be corrected. Failure by the **Board** to correct deficiencies shall result in withholding of funds hereunder by the **Cabinet**.

3. Any funds not expended during the fiscal year shall be returned to the Children's Cabinet Fund in accordance with Manual requirements or as directed by the Children's Cabinet.

V. MODIFICATIONS

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

VI. TERMINATION

- A. This **Agreement** may be terminated by the **Cabinet**, upon sixty (60) calendar days written notice, if the **Board** fails to fulfill its obligations under the **Agreement** as determined by the **Cabinet** in its sole discretion, or if termination is determined by the **Cabinet** in its sole discretion to be in the best interest of the **Cabinet**. The **Subdivision** or the **Board** may terminate the **Agreement**, upon sixty (60) calendar days written notice, if that is determined to be in the best interest of the **Subdivision** or the **Board**. The **Cabinet** shall pay the cost of budgeted expenditures made prior to the date of termination that are consistent with the terms of this **Agreement** and the **Board Manual**.
- B. If the **Cabinet** determines that the **Agreement**, or any portion thereof, must be terminated due to a lack of appropriations or other reductions to the **Cabinet Fund**, the provisions of the above paragraph A. do not apply. In such circumstances, the **Cabinet** will attempt to provide prior notice of termination and payment for allowable budgeted expenditures prior to the date of termination, to the extent feasible.
- C. Termination of this **Agreement** does not relieve the **Subdivision** of the requirements of Section 8-301 of the Human Services Article of the Annotated Code of Maryland requiring the establishment of a Local Management Board. Prior to termination of this **Agreement**, the **Subdivision** and the **Board** shall adopt and implement a transition plan, subject to approval by the **Cabinet**, to ensure the continuation of programs and services under this **Agreement** through a State or local entity. However, if the **Cabinet** terminates this **Agreement** due to a lack of appropriations or other reductions to the **Cabinet Fund**, then the **Subdivision** and the **Board** may be relieved of all obligations to continue the programs and services required under this **Agreement** if substitute funding cannot be obtained. Termination under this Paragraph C shall occur in accordance with the provisions of the Manual.

VII. REVIEW PROCESS

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

VIII. GENERAL PROVISIONS AND CONDITIONS

- A. **State Laws and Regulations:** The terms of this **Agreement** and its execution, interpretation, and enforcement shall be governed by and are subject to all applicable Maryland laws and regulations and approval of other agencies of the **State**, as required under said laws and regulations.
- B. **Successors and Assigns:** This **Agreement** shall bind the respective agents, successors and assigns of the parties.
- C. **Nondiscrimination:** The **Board** shall comply with applicable nondiscrimination provisions of federal and Maryland laws and regulations.
- D. **Anti-Bribery:** The **Board** certifies that, to the best of its knowledge, neither the **Board** nor any of its officers, directors, partners, nor any of its employees directly involved in obtaining this **Agreement** with the **State** or any county, city, or other subdivision of the State, has been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or the United States.
- E. It is understood and agreed that the parties to this **Agreement** do not waive any rights they may have to assert governmental or sovereign immunity.
- F. The **State** shall not assume any obligation to indemnify, hold harmless, or pay attorneys' fees that may arise from or in any way be associated with the performance or operation of this **Agreement**.
- G. In the event that monies designated by the United States Department of Health and Human Services for programs under Title IV-A, IV-B, and IV-E of the Social Security Act, as amended, are used in programs provided for under this **Agreement**, the Maryland Department of Human Services, as the Single State Agency for Title IV-A, IV-B, and IV-E funding, retains all decision-making authority which it held as of the date of this **Agreement** for purposes of implementation of any such program. Similarly, if any services provided under this Agreement are funded by Medicaid, under Title XX of the Social Security Act, then the Maryland Department of Health, as the Single State Agency for administration of the Medicaid Program, retains decision-making authority with respect to those funds, to the extent required by 42 U.S.C., Section 1902(a)(5) and 42 CFR 431.10, as amended.

- H. Incorporation by Reference: The provisions of the Manual effective as of January 1, 2018 and amended from time to time, are incorporated herein by reference. The **Board** shall incorporate the Manual by reference into any and all of its subcontracts funded by the **Cabinet** pursuant to this **Agreement**, as appropriate.

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

THE STATE OF MARYLAND

BY: _____

Acting Executive Director for the Governor's Office for
Children, and Chair of the Children's Cabinet

DATE: _____, 2018

LOCAL MANAGEMENT BOARD

BY: _____, Chair

Local Management Board of **Worcester County**

DATE: _____, 2018

SUBDIVISION

BY: _____, (Local official)

County Commissioners of Worcester County, Maryland

DATE: _____, 2018

Approved as to Form and Legal Sufficiency

This _____ day of _____, 2018

By: _____

Worcester County Legal Counsel

APPENDIX A - Fiscal Year 2019

A. GENERAL INFORMATION		
Local Management Board: Worcester County Initiative to Preserve Families		
Street Address: 6040 Public Landing Rd, P.O. Box 249		
City: Snow Hill, Md	Zip:	
Point of Contact: Jessica Sexauer	Phone: 410 632-3648	Fax: 410 632-2869
Federal Taxpayer ID: 01-0916667		
B. TYPE OF AWARD		
New <input checked="" type="checkbox"/>	Modification <input type="checkbox"/>	Supplemental <input type="checkbox"/> Reduction <input type="checkbox"/>
C. AFFIRMATION		
<p>The Local Management Board agrees to the terms and conditions set forth in Section D of this Appendix, for those items containing an X in the box appearing prior to the term/condition. The Local Management Board affirms that the information conveyed in this Appendix is true and accurate to the best of its knowledge.</p>		
_____ Local Management Board Chair	_____ Date	
_____ Local Management Board Point of Contact	_____ Date	
_____ State Official	_____ Date	
Governor's Office for Children use only)		
<input type="checkbox"/>		
<input checked="" type="checkbox"/> Attached Pages <u>4</u> (Enter Number of Pages)		

APPENDIX B - Fiscal Year 2019

A. GENERAL INFORMATION	
Local Management Board: Worcester County Initiative to Preserve Families	
Street Address: 6040 Public Landing Rd, P.O. Box 249	
City: Snow Hill, Md	State: Maryland Zip: #
Point of Contact: Jessica Sexauer	Phone: 410 632-3648 Fax:
Federal Taxpayer ID: 01-0916667	
B. TYPE OF AWARD	
New <input checked="" type="checkbox"/>	Modification <input type="checkbox"/>
Supplemental <input type="checkbox"/>	Reduction <input type="checkbox"/>
CHILDREN'S CABINET AWARD	
STATE FUNDS:	<u>\$832,918.00</u>
TOTAL CHILDREN'S CABINET AWARD	
	\$ <u>832,918.00</u>
D. AFFIRMATION	
<p>The Local Management Board affirms that the information and estimates conveyed in this document (with the exception of the SECTION C above) are true and accurate to the best of its knowledge. The Governor's Office for Children affirms that the information and estimates conveyed above in SECTION C is true and accurate to the best of its knowledge.</p>	
_____	_____
Local Management Board Chair	Date
_____	_____
Local Management Board Point of Contact	Date
_____	_____
State Official	Date

11

BOARD SUPPORT BUDGET AND REVENUE
Fiscal Year 2019

LMB: Worcester County Initiative to Preserve Families

DESCRIPTION	Community Partnership Agreement			Budget Narrative For each Column C line item where funding is proposed, enter below the calculations that show how the expense was derived. No entries are required for shaded lines.
	Children's Cabinet Funds	Non-Children's Cabinet Funds that Directly Support CPA (Cash + In-Kind)	Total	
Budget for Local Management Board Support	101,210.00			
Personnel	101,275.00	31,029.00	\$132,304	
Salaries	69,059.00	31,029.00	\$100,088	Director 16 hours/wk (\$26.82/HR); Resource coordinator 40 hours/wk (16.05/HR), admin support 6.4 hours/wk (\$20.712/HR), IT support 1.75 HR/wk (\$18.99/hr)
Fringe Costs	32,216.00	0.00	\$32,216	Benefits for staff calculated based on: health insurance rates, 27.88%, FICA 7.28%, 19.32% retirement, workmans comp 1%
Operating Expenses	10,257.00	0.00	\$10,257	
Communications	900.00	0.00	\$900	Telephone lines @ \$75/month
Postage	300.00	0.00	\$300	Postage and mailing materials @ \$25/month
Utilities	0.00	0.00	\$0	
Advertising	6,200.00	0.00	\$6,200	Advertisement ad \$200; Pandora/radio/television/facebook advertising for strategic planning (\$6,000 for ads to run 4 weeks)
Office Supplies	1,057.00	0.00	\$1,057	\$81/month for supplies including: print toner, paper, pens
Insurance	0.00	0.00	\$0	
Rent/Mortgage	0.00	0.00	\$0	
Printing/Duplication	1,800.00	0.00	\$1,800	300 Resource Guides printed @ \$2.50 each; \$1,050 for printing materials needed for strategic planning
Information System	0.00	0.00	\$0	
Vehicle Operating (other than Insurance)	0.00	0.00	\$0	
Travel	2,000.00	0.00	\$2,000	
Business Travel	2,000.00	0.00	\$2,000	Travel for training, meeting, and monitoring. \$2,341.44 mileage (\$5.94/mile), \$2.50 tolls x 12= 30; Meals= \$128.56/year
Conferences/Conventions	0.00	0.00	\$0	
Contractual Services	52,244.00	0.00	\$52,244	
Training	2,500.00	0.00	\$2,500	6 staff training registration and hotel accommodations \$250; Sponsor community trainings @ \$500/ year
Consultant (other than Legal & Accounting/Auditing)	49,744.00	0.00	\$49,744	epidemiologist \$50/hourx16 hours; website development \$100/hourx15 hours; community needs assessment and strategic planning 4SG \$150/hourx 317 hours
Legal	0.00	0.00	\$0	
Accounting/Auditing	0.00	0.00	\$0	
Equipment	500.00	0.00	\$500	
Office Equipment	500.00	0.00	\$500	2 new office chairs for meeting room @ \$250 each
Other	21,413.00	0.00	\$21,413	
Indirect Cost	17,063.00	0.00	\$17,063	10% indirect to support local management board. This includes HR support, fiscal support, accounting, IT needs, software needs.
Board member stipend	150.00	0.00	\$150	\$50 per community member x 3 members
Professional Dues/Publications/Subscriptions	200.00	0.00	\$200	2 Chambers of Commerce @ \$100 annual membership fee
Food	2,600.00	0.00	\$2,600	Food for 12 full-day planning sessions for strategic planning (\$10/person x 20/session x 12 sessions)
Youth Incentives for Focus Group and strategic planning	1,400.00		\$1,400	4-\$25 gift cards for youth participants at 4 sessions (16x25= 400); 1-\$50 gift cards for a youth at 4 sessions (4x50= 200), (4 Strategic planning session @apx \$800= \$1600)
TOTAL Budget for Board Support	\$187,689	\$31,029	\$218,718	
Revenue Sources for Non-Children's Cabinet Funds that Directly Support CPA Operations (Admin):				
County/City Direct Revenue (Cash)		0.00		
County/City In-Kind		0.00		
Fee for Service		0.00		
Cash Match		31,029.00		
Other (Enter Source Here)		0.00		
TOTAL Non-Children's Cabinet Revenue that Directly Supports CPA		\$31,029		
CPA/Children's Cabinet FUNDING REQUEST	\$187,689			
TOTAL Revenue-Children's Cabinet + Other Sources Used to Support CPA			\$218,718	

SCHEDULE OF COMMUNITY PARTNERSHIP AGREEMENT - BUDGET AND REVENUE PROJECTIONS
Fiscal Year 2019

LMB: Worcester County Initiative to Preserve Families

DESCRIPTION	Community Partnership Agreement			Budget Narrative For each Column C line item where funding is proposed, enter below the calculations that show how the expense was derived. No entries are required for shaded lines.
	Children's Cabinet	Non-Children's Cabinet Funds that Directly Support CPA Operations (Cash + In-Kind)	Total	
Program/Strategy: Comprehensive Parenting Program Initiative				
Personnel				
Salaries	45,015.00	0.00	\$44,874	
Fringe Costs	23,962.00	0.00	\$24,481	Community Health Educator I (13/8) - \$22,586; \$22.16/hour; 19.6 hours/week, 52 weeks/year; Administra
Operating Expenses				
Communications	21,053.00	0.00	\$20,393	Tax rate 27.88%, FICA 7.28%; 19.32% Retirement; Workman's Comp 1% of Salaries, Health Insurance
Postage	1,285.00	0.00	\$1,426	
Utilities	300.00	0.00	\$300	Telephone @ \$25/month
Advertising	125.00	0.00	\$125	
Office Supplies	0.00	0.00	\$0	
Insurance	0.00	0.00	\$0	
Rent/Mortgage	460.00	0.00	\$460	4 Printer toners (black, magenta, cyan, yellow) @ \$115 each
Printing/Duplication	0.00	0.00	\$0	
Information System Repair/Maintenance	0.00	0.00	\$0	
Vehicle Operating (other than Insurance)	400.00	0.00	\$541	
Travel	0.00	0.00	\$0	
Business Travel	500.00	0.00	\$500	Travel for courses and training= 926 miles/year @ \$0.54/mile
Conferences/Conventions	0.00	0.00	\$0	
Contractual Services				
Training	3,600.00	0.00	\$3,600	\$1,000-License to print/reproduce; \$800- 2 coaching manuals; \$1,550-2 facilitators trained; DVD-\$50; Shipping-\$50; \$150-1 additional staff training through Parenting Inside Out
Consultant (other than Legal & Accounting/Auditing)	0.00	0.00	\$0	
Legal	0.00	0.00	\$0	
Accounting/Auditing	0.00	0.00	\$0	
Equipment				
Office Equipment	0.00	0.00	\$0	
Other				
Vehicle purchase and lease	5,600.00	0.00	\$5,600	
Education Supplies	0.00	0.00	\$0	
Professional Dues/Publications/Subscriptions	0.00	0.00	\$0	
Food	0.00	0.00	\$0	
Indirect Costs	0.00	0.00	\$0	
Other (specify)	5,600.00	0.00	\$5,600	10% indirect to support program. This includes HR support, fiscal support, software needs.
TOTAL budget for: Comprehensive Parenting Program Initiative	\$56,000	\$0	\$56,000	
Revenue Sources for Non-Children's Cabinet Funds that Directly Support CPA Operations:				
County/City Direct Revenue (Cash)		0.00		
County/City In-Kind		0.00		
Fee for Service		0.00		
Cash Match		0.00		
Other (Enter Source Here)		0.00		
TOTAL Non-Children's Cabinet Revenue that Directly Supports CPA		\$0		
CPA/Children's Cabinet FUNDING REQUEST	\$56,000			
TOTAL Revenue from Children's Cabinet and Other Sources Used to Support CPA			\$56,000	

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SCHEDULE OF COMMUNITY PARTNERSHIP AGREEMENT - BUDGET AND REVENUE PROJECTIONS
Fiscal Year 2019

LMB: Worcester County Initiative to Preserve Families

DESCRIPTION	Community Partnership Agreement			Budget Narrative For each Column C line item where funding is proposed, enter below the calculations that show how the expense was derived. No entries are required for shaded lines.
	Children's Cabinet	Non-Children's Cabinet Funds that Directly Support CPA Operations (Cash + In-Kind)	Total	
Program/Strategy: The CRICKET Center Family Advocate				
Personnel	15,950.00	0.00	\$15,950	
Salaries	12,760.00	0.00	\$12,760	Family Advocate \$58,000/year; Budgeted for 22% of Salary \$5,220
Fringe Costs	3,190.00	0.00	\$3,190	Family Advocate 22% of Salary, 3,190
Operating Expenses	14,050.00	0.00	\$14,050	
Communications	4,800.00	0.00	\$4,800	7 telephone lines and 1 fax line @ \$50 per month
Postage	1,800.00	0.00	\$1,800	Quarterly mailing to 180 families and community members @ \$2.50/person per quarter
Utilities	0.00	0.00	\$0	
Advertising	0.00	0.00	\$0	
Office Supplies	3,950.00	0.00	\$3,950	toner for 3 printers \$1,200; 10 reams of paper @ \$62.50 each; notepaper, folders, binders, notepads, other supplies \$2125
Insurance	0.00	0.00	\$0	
Rent/Mortgage	0.00	0.00	\$0	
Printing/Duplication	3,500.00	0.00	\$3,500	1,400 Resource guides @ \$2.50 each
Information System Repair/Maintenance	0.00	0.00	\$0	
Vehicle Operating (other than Insurance)	0.00	0.00	\$0	
Travel	0.00	0.00	\$0	
Business Travel	0.00	0.00	\$0	
Conferences/Conventions	0.00	0.00	\$0	
Contractual Services	0.00	0.00	\$0	
Training	0.00	0.00	\$0	
Consultant (other than Legal & Accounting/Auditing)	0.00	0.00	\$0	
Legal	0.00	0.00	\$0	
Accounting/Auditing	0.00	0.00	\$0	
Equipment	0.00	0.00	\$0	
Office Equipment	0.00	0.00	\$0	
Other	0.00	0.00	\$0	
Vehicle purchase and lease	0.00	0.00	\$0	
Program Supplies	0.00	0.00	\$0	
Professional Dues/Publications/Subscriptions	0.00	0.00	\$0	
Food	0.00	0.00	\$0	
Other (specify)	0.00	0.00	\$0	
Other (specify)	0.00	0.00	\$0	
TOTAL budget for The CRICKET Center Family Advocate	\$30,000	\$0	\$30,000	
Revenue Sources for Non-Children's Cabinet Funds that Directly Support CPA Operations:				
County/City Direct Revenue (Cash)		0.00		
County/City In-Kind		0.00		
Fee for Service		0.00		
Cash Match		0.00		
GOCCP		0.00		
TOTAL Non-Children's Cabinet Revenue that Directly Supports CPA		\$0		
CPA/Children's Cabinet FUNDING REQUEST	\$30,000			
TOTAL Revenue from Children's Cabinet and Other Sources Used to Support CPA			\$30,000	

SCHEDULE OF COMMUNITY PARTNERSHIP AGREEMENT - BUDGET AND REVENUE PROJECTIONS
Fiscal Year 2019

LMB: Worcester County Initiative to Preserve Families

DESCRIPTION	Community Partnership Agreement			Budget Narrative
	Children's Cabinet	Non-Children's Cabinet Funds that Directly Support CPA Operations (Cash + In-Kind)	Total	
Program/Strategy: Building Bridges				
Personnel	141,458.00	0.00	\$141,458	
Salaries	105,871.00	0.00	\$111,563	Care Coordinator 23.66/hr @ 36hrs/week; Case Manager 18.87/hr @ 36hrs/week; Services Manager 30.61/hr @ 20hrs/week; Assistant Director 31.45/week @ 17hrs/week
Fringe Costs	35,587.00	0.00	\$29,895	Tax rate 27.88%, FICA, retiree benefits, Health Insurance costs for 2.5FTE
Operating Expenses	3,116.00	0.00	\$3,116	
Communications	1,500.00	0.00	\$1,500	\$90 a month for 2 cellphones (\$90x12=1080) \$35 a month for 1 aircard (35x12=420)
Postage	200.00	0.00	\$200	\$17/month for postage, envelopes
Utilities	0.00	0.00	\$0	
Advertising	0.00	0.00	\$0	
Office Supplies	1,216.00	0.00	\$1,216	\$102/month for supplies (copy paper, pens, binders, toner, printer maintenance)
Insurance	0.00	0.00	\$0	
Rent/Mortgage	0.00	0.00	\$0	
Printing/Duplication	200.00	0.00	\$200	Printing of 80 resource guides @ \$2.50 each
Information System Repair/Maintenance	0.00	0.00	\$0	
Vehicle Operating (other than Insurance)	0.00	0.00	\$0	
Travel	1,300.00	0.00	\$1,300	
Business Travel	1,300.00	0.00	\$1,300	apx 200 miles traveled/month (200 x \$0.54= 108) apx \$108 x 12= 1,300
Conferences/Conventions	0.00	0.00	\$0	
Contractual Services	2,000.00	0.00	\$2,000	
Training	2,000.00	0.00	\$2,000	Staff development (4 training at \$500 each to include registration and accommodations)
Consultant (other than Legal & Accounting/Auditing)	0.00	0.00	\$0	
Legal	0.00	0.00	\$0	
Accounting/Auditing	0.00	0.00	\$0	
Equipment	1,000.00	0.00	\$1,000	
Office Equipment	1,000.00	0.00	\$1,000	1 surface pro with accessories to support staff working in the community
Other	17,097.00	0.00	\$17,097	
Vehicle purchase and lease	0.00	0.00	\$0	
Program Supplies- Bus Tickets	500.00	0.00	\$500	Bus tickets \$3.00/ea for transportation to behavioral health appointments and community activities
Professional Dues/Publications/Subscriptions	0.00	0.00	\$0	
Food	0.00	0.00	\$0	
Indirect Costs	16,597.00	0.00	\$16,597	10% indirect to support program. This includes HR support, fiscal support, software needs.
Other (specify)	0.00	0.00	\$0	
TOTAL budget for Building Bridges	\$165,971	\$0	\$165,971	
Revenue Sources for Non-Children's Cabinet Funds that Directly Support CPA Operations:				
County/City Direct Revenue (Cash)		0.00		
County/City In-Kind		0.00		
Fee for Service		0.00		
Cash Match		0.00		
Other (Enter Source Here)		0.00		
TOTAL Non-Children's Cabinet Revenue that Directly Supports CPA		\$0		
CPA/Children's Cabinet FUNDING REQUEST	\$165,971			
TOTAL Revenue from Children's Cabinet and Other Sources Used to Support CPA			\$165,971	

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SCHEDULE OF COMMUNITY PARTNERSHIP AGREEMENT - BUDGET AND REVENUE PROJECTIONS
Fiscal Year 2019

LMB: Worcester County Initiative to Preserve Families

DESCRIPTION	Community Partnership Agreement			Budget Narrative
	Children's Cabinet	Non-Children's Cabinet Funds that Directly Support CPA Operations (Cash + In-Kind)	Total	Budget Narrative
Program/Strategy: WES				For each Column C line item where funding is proposed, enter below the calculations that show how the expense was derived. No entries are required for shaded lines.
Personnel	96,797.00	0.00	\$96,797.00	
Salaries	72,150.00	0.00	\$72,150.00	1.44 FTE - includes Workplace Readiness Specialist, Supervisor, and support staff (48,327); Work Experience Wages - 12 customers (168 hours) x \$10.10/hour (20,362); Work Experience Fringe 17% (3,461)
Fringe Costs	24,647.00	0.00	\$24,647.00	51% fringe benefit rate (insurance, FICA, retiree tax, health insurance)
Operating Expenses	37,656.00	0.00	\$37,656.00	
Communications	3,906.00	0.00	\$3,906.00	\$158.92/month telephone/allocated telephone
Postage	25.00	0.00	\$25.00	Direct postage costs for program mailings-53 Stamps at \$0.47/stamp
Education materials	5,000.00	0.00	\$5,000.00	3 credentialed trainings for staff @ \$1,000/training (1,000 x 3= 3,000); 4 cohorts on Leadership Development Projects @ \$500/cohort (500 x4=2,000)
Advertising	0.00	0.00	\$0.00	
Office Supplies	875.00	0.00	\$875.00	Supplies \$72.91/month - includes portfolios, thumb drives, toner, paper, notebooks, folders
Criminal Background Checks	100.00	0.00	\$100.00	criminal background checks for staff/volunteers are \$15-\$30 per check (rate varies per position and state vs. federal)
Rent	7,925.00	0.00	\$7,925.00	Allocated rental space \$660.41/month @ 12months
Printing/Duplication	550.00	0.00	\$550.00	\$45.83/month @ 12months for professionally printed material including brochures, resource guides, flyers and resumes
Employee Development/Recruitment	75.00	0.00	\$75.00	\$75/year to recruit staff on radio, internet and newspaper
Building Maintenance	0.00	0.00	\$0.00	
Participant Costs	21,000.00	0.00	\$21,000.00	Workshops- 6/year @ \$50/workshop; Community events 9/year @ \$100/event; Support Services for 30 customers @ \$300/each (uniforms, appropriate work attire, glasses, etc. costs for paid referrals such as copays, etc); Incentives for 30 customers @ \$200/each; Transportation Assistance @ \$150 for 30
Travel	4,390.00	0.00	\$4,390.00	
Business Travel	3,290.00	0.00	\$3,290.00	\$140.83 per month for travel costs of staff to support program and participants
Conferences/Conventions	1,100.00	0.00	\$1,100.00	Costs for conferences and travel expenses averaging \$550/ two staff
Contractual Services	0.00	0.00	\$0.00	
Training	0.00	0.00	\$0.00	
Consultant (other than Legal & Accounting/Auditing)	0.00	0.00	\$0.00	
Legal	0.00	0.00	\$0.00	
Accounting/Auditing	0.00	0.00	\$0.00	
Equipment	75.00	0.00	\$75.00	
Office Equipment	0.00	0.00	\$0.00	
Equipment Maintenance	75.00	0.00	\$75.00	Allocated costs for maintaining equipment @ \$6.25/ 12 months
Other	11,082.00	0.00	\$11,082.00	
Vehicle purchase and lease	0.00	0.00	\$0.00	
Insurance	750.00	0.00	\$750.00	General liability Insurance averaging \$62.50/month
Professional Dues/Publications/Subscriptions	625.00	0.00	\$625.00	Subscriptions/memberships for the Chamber of Commerce @ avg \$100/year Economic Development Committee \$125/year
Software and licenses	0.00	0.00	\$0.00	
Indirect Costs	9,707.00	0.00	\$9,707.00	Federally Negotiated Indirect Rate at 12.7%, ICR
	0.00	0.00	\$0.00	
	0.00	0.00	\$0.00	
	0.00	0.00	\$0.00	
	0.00	0.00	\$0.00	
	0.00	0.00	\$0.00	
	0.00	0.00	\$0.00	
Other (specify)	0.00	0.00	\$0.00	
TOTAL Budget for WES	\$150,000.00	\$0.00	\$150,000.00	
Revenue Sources for Non-Children's Cabinet Funds that Directly Support CPA Operations:				
County/City Direct Revenue (Cash)		0.00		
County/City In-Kind		0.00		
Fee for Service		0.00		
Cash Match		0.00		
Other (Enter Source Here)		0.00		
TOTAL Non-Children's Cabinet Revenue that Directly Supports CPA		\$0.00		
CPA/Children's Cabinet FUNDING REQUEST	\$150,000			
TOTAL Revenue from Children's Cabinet and Other Sources Used to Support CPA			\$150,000	

SCHEDULE OF COMMUNITY PARTNERSHIP AGREEMENT - BUDGET AND REVENUE PROJECTIONS
Fiscal Year 2019

LMB:

DESCRIPTION	Community Partnership Agreement			Budget Narrative
	Children's Cabinet	Non-Children's Cabinet Funds that Directly	Total	
Program/Strategy: Youth Connection Center				For each Column C line item where funding is proposed, enter below the calculations that show how the expense was derived. No entries are required for shaded lines.
Personnel	146,830.94	616,535.00	\$763,366	
Salaries	118,100.00	493,271.00	\$611,371	Community Coordinator I - 36hrs/week (\$15.67/HR); Community Coordinator II- 36hrs/week (15.38/HR); Youth Coordinator- 20hrs/week (15.38/HR); Communications Coordinator- 20hrs/week (16.15/HR); Executive Director- 10hrs/week (42.66/HR); Accountant 5hrs/week (19.15/HR)
Fringe Costs	28,730.94	123,264.00	\$151,995	Staff benefits and fringe calculated at 24.33% of salary
Operating Expenses	34,497.00	127,915.00	\$162,412	
Communications	1,225.00	1,225.00	\$2,450	Telephone usage- \$204/month
Postage	100.00	400.00	\$500	apx \$40/month spent on postage
Utilities	4,800.00	19,200.00	\$24,000	\$ 2000/month for general building utilities
Advertising	0.00	3,000.00	\$3,000	
Office Supplies	900.00	3,600.00	\$4,500	\$375/month for printer toner and various office supplies to support the center
Insurance	497.00	1,990.00	\$2,487	apx \$237/month for center insurance
Rent/Mortgage	15,650.00	62,600.00	\$78,250	apx \$6520/month for lease on an office space
Printing/Duplication	1,225.00	4,900.00	\$6,125	\$510/month for resource guide printing, printed materials for program participants
Information System Repair/Maintenance	5,400.00	21,600.00	\$27,000	apx \$2250/month for IT support including maintenance, repair and updates
Vehicle Operating (other than Insurance)	4,700.00	9,400.00	\$14,100	\$1175/month includes: gas, travel, and general maintenance
Travel	275.00	275.00	\$550	
Business Travel	0.00	0.00	\$0	
Conferences/Conventions	275.00	275.00	\$550	\$275/coordinator to attend training, includes meals and travel
Contractual Services	1,630.00	6,520.00	\$8,150	
Training	0.00	0.00	\$0	
Consultant (other than Legal & Accounting/Auditing)	0.00	0.00	\$0	
Legal	0.00	0.00	\$0	
Accounting/Auditing	1,630.00	6,520.00	\$8,150	full annual fiscal audit
Equipment	4,250.00	17,000.00	\$21,250	
Office Equipment	4,250.00	17,000.00	\$21,250	\$1771/month for lease of copier
Other	2,775.00	140,175.00	\$142,950	
Vehicle purchase and lease	0.00	0.00	\$0	
Program Supplies	0.00	7,000.00	\$7,000	
Professional Dues/Publications/Subscriptions	0.00	0.00	\$0	
Food	0.00	3,000.00	\$3,000	
Other (specify) Vehicle Insurance	2,775.00	2,775.00	\$5,550	\$462/month for 2 vehicles
Other (specify)	0.00	127,400.00	\$127,400	Funds Obtained For FC Clients
TOTAL budget for Youth Connection Center	\$190,258	\$908,420	\$1,098,678	
Revenue Sources for Non-Children's Cabinet Funds that Directly Support CPA Operations:				
County/City Direct Revenue (Cash)		152,210.00		
County/City In-Kind		179,431.00		
Fee for Service		321,879.00		
Private Grants		127,500.00		
Funds Obtained For FC Clients		127,400.00		
TOTAL Non-Children's Cabinet Revenue that Directly Supports CPA		\$908,420		
CPA/Children's Cabinet FUNDING REQUEST	\$190,258			
TOTAL Revenue from Children's Cabinet and Other Sources Used to Support CPA			\$1,098,678	

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SCHEDULE OF COMMUNITY PARTNERSHIP AGREEMENT - BUDGET AND REVENUE PROJECTIONS
Fiscal Year 2019

LMB: Worcester County Initiative to Preserve Families

DESCRIPTION	Community Partnership Agreement			Budget Narrative For each Column C line item where funding is proposed, enter below the calculations that show how the expense was derived. No entries are required for shaded lines.
	Children's Cabinet	Non-Children's Cabinet Funds that Directly Support CPA Operations	Total	
Program/Strategy: Local Care Team Coordinator				
Personnel				
Salaries	53,000.00	0.00	\$53,000	
Fringe Costs	27,290.00	0.00	\$27,987	CSP, IV Grade 15/B at \$19.49 per hour (27 hours per week)
Operating Expenses				
Communications	0.00	0.00	\$0	Fringe benefits at \$17.82/hour for 27 hour per week employee
Postage	0.00	0.00	\$0	
Utilities	0.00	0.00	\$0	
Advertising	0.00	0.00	\$0	
Office Supplies	0.00	0.00	\$0	
Insurance	0.00	0.00	\$0	
Rent/Mortgage	0.00	0.00	\$0	
Printing/Duplication	0.00	0.00	\$0	
Information System Repair/Maintenance	0.00	0.00	\$0	
Vehicle Operating (other than Insurance)	0.00	0.00	\$0	
Travel				
Business Travel	0.00	0.00	\$0	
Conferences/Conventions	0.00	0.00	\$0	
Contractual Services				
Training	0.00	0.00	\$0	
Consultant (other than Legal & Accounting/Auditing)	0.00	0.00	\$0	
Legal	0.00	0.00	\$0	
Accounting/Auditing	0.00	0.00	\$0	
Equipment				
Office Equipment	0.00	0.00	\$0	
Other				
Vehicle purchase and lease	0.00	0.00	\$0	
Program Supplies	0.00	0.00	\$0	
Professional Dues/Publications/Subscriptions	0.00	0.00	\$0	
Food	0.00	0.00	\$0	
Other (specify)	0.00	0.00	\$0	
Other (specify)	0.00	0.00	\$0	
TOTAL budget for Local Care Team Coordinator	\$53,000	\$0	\$53,000	
Revenue Sources for Non-Children's Cabinet Funds that Directly Support CPA Operations:				
County/City Direct Revenue (Cash)		0.00		
County/City In-Kind		0.00		
Fee for Service		0.00		
Cash Match		0.00		
Other (Enter Source Here)		0.00		
TOTAL Non-Children's Cabinet Revenue that Directly Supports CPA		\$0		
CPA/Children's Cabinet FUNDING REQUEST	\$53,000			
TOTAL Revenue from Children's Cabinet and Other Sources Used to Support CPA			\$53,000	

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Prioritized Result(s)	Prioritized Indicator(s)	Program Strategy Name	Program/ Strategy Description	Target Population	Performance Measures	FY19 Funding	2-Gen? Yes or No	Prevention Program? Yes or No
Communities are Safe for Children, Youth, and Families Families are Safe and Economically Stable	Child Maltreatment Recidivism Out of home placements Homelessness	Building Bridges	This program serves incarcerated parents and care givers, their children, and the caregivers of the children. This program completes a Transitional Care Plan with the adults in the program. The program also completes referrals for the parents and caregivers as well as the children and youth. Referrals are made base on the needs of the individual at the given time. Additionally, the program addresses the mental health needs of the parent that is incarcerated.	Children and Families Affected by Incarceration -Incarcerated individuals, their children, and the caregivers of the children	How Much: <ul style="list-style-type: none"> # of participants that complete a Transitional Care Plans within four visits # of meetings held with participants and Building Bridges staff for development of post-release plans prior to release # of participants connected to programs or activities that promote resilience during the first four visits from program staff How Well: <ul style="list-style-type: none"> #/% of successful contacts made by program staff to released parents/caregivers every 30 days for 3 months post-release #/% of families meeting with Building Bridges staff at least once per month for six months to review Transitional Care Plan, from the date first referred Better Off: <ul style="list-style-type: none"> #/% of participants that are not re-arrested within six months of release #/% of youth engaged in programs or activities that promote resilience during the first four months in the Building Bridges program 	\$165,971	Yes	Yes; Indicated and Selective
Youth have opportunities for Employment and Career Readiness Youth will complete school	Youth Employment Youth 16-24 not in school and not working High school dropout High School Completion Educational Attainment	Worcester Employment, Education, and Empowerment (WE3)	The WE3 program supports connection of youth to supportive employment, competitive employment, life skills training, or secondary education. This is be done through the development of a supportive employment program tasked with targeting youth between the ages of 16-24 who are not in school or not working. The program is designed to help youth successfully transition into adulthood by focusing on educational opportunities, living situation, and employment opportunities. The program provides comprehensive support services to youth transitioning into adulthood that is critical to their success.	Disconnected Youth- Youth between the ages of 16-24 who are not working or are not in school	How Much: <ul style="list-style-type: none"> # of youth served # of community partners committed to supporting to the WE3 program and WE3 program participants (i.e. partners utilizing and making referrals to WE3 staff) How Well: <ul style="list-style-type: none"> #/% of WE3 program participants who report service satisfaction at six months and 12 months #/% of WE3 program participants completing employment training program Better Off: <ul style="list-style-type: none"> #/% of youth retaining employment or educational program at least 90 days #/% of youth reporting increased score on the General Self Efficacy (GSE) Scale after 6 months in the program. 	\$150,000	No	Yes; Indicated
Communities are Safe for	Child Maltreatment	Comprehensive Parenting	The program utilizes an evidence based parenting education curriculum. Classes are	Children and Families Affected	How Much:	\$56,000	No	Yes; Indicated

Prioritized Result(s)	Prioritized Indicator(s)	Program Strategy Name	Program/ Strategy Description	Target Population	Performance Measures	FY19 Funding	2-Gen? Yes or No	Prevention Program? Yes or No
Children, Youth, and Families	Recidivism		being held in the local detention center, as well as convenient locations for individuals recently released from jail, and those with pending cases.	by Incarceration- Parents that are incarcerated, parents that are facing incarceration, and parents recently released from incarceration.	<ul style="list-style-type: none"> # of participants # of Parenting Inside Out classes offered by certified instructors # of referrals to the Parenting Inside Out program How Well: <ul style="list-style-type: none"> #/% of participants rating the Parenting Inside Out program as very good or excellent on a Likert scale #/% of parents who successfully complete the Parenting Inside Out program by receiving a certificate Better Off: <ul style="list-style-type: none"> #/% of program participants who, after completion of the Parenting Inside Out classes, show overall improvement on pre/post parenting skills assessment tools through provided assessment tool by Parenting Inside Out Curriculum or the Adult Adolescent Parenting Inventory) #/% of program participants that are not-rearrested within six months of release 			
Communities are safe for children, youth and families	Child Maltreatment	The CRICKET Center	"Children's Resource Intervention Center-Kids Empowerment Team" Child Advocacy Center, accredited by the National Children's Alliance (NCA). CRICEKT Center is a non-profit organization which provides a friendly, safe, and supportive environment for abused and neglected children. A team approach is used to coordinate investigations and interventions for each case, expediting the child's time in the legal system. Family Advocate supports a child and family throughout the case providing education, support, and follow up. Services are available to families free of charge.	Children and families affected by child maltreatment	How Much: <ul style="list-style-type: none"> # of children interviewed # of support visits by Family Advocate to home/school Average number of contacts with non-offending family members (per family) How Well: <ul style="list-style-type: none"> #/% of children who participate in trauma and/or group therapeutic services as appropriate #/% of families who receive ongoing services coordinated by Family Advocate through deposition #/% of non-offending caregivers who report in Satisfaction Survey that ongoing needs were met Better Off: <ul style="list-style-type: none"> #/% of children remaining in home or placed with non-offending family members (not placed into Foster Care) during involvement with the Center #/% of non-offending caregivers who enroll in a support group and attend a certain number of sessions #/% of children who attend therapy as prescribed, as applicable 	\$30,000	Yes	Yes; Selective

Prioritized Result(s)	Prioritized Indicator(s)	Program Strategy Name	Program/ Strategy Description	Target Population	Performance Measures	FY19 Funding	2-Gen? Yes or No	Prevention Program? Yes or No
Youth have opportunities for Employment and Career Readiness Families are Safe and Economically Stable	Youth Employment Youth Unemployment Youth 16-24 not in school and not working Homelessness Hunger	Youth Connection Center	Worcester Youth and Family will provide comprehensive and target case management services to Discounted Youth and Youth that are Homeless. The case managers will refer individuals in targeted populations to local community organizations and agencies. Case Managers will also conduct regular outreach in order to provide the most up-to-date information to partners.	Disconnected Youth Youth Homelessness	How Much: <ul style="list-style-type: none"> Number of homeless youth served through WY&F's case management services Number of disconnected youth served through WY&F's case management services Number of outreach actives conducted to educate and engage partners How Well: <ul style="list-style-type: none"> #/% of successful face to face meeting held with program staff and Homeless Youth during time engaged in services #/% of successful contacts made to Disconnected Youth during time engaged in services #/% of participants reporting successful referrals to community resources through services provided by WY&F and/or referrals to local partners Better Off: <ul style="list-style-type: none"> #/% of Homeless Youth reporting stable housing after 6 months of completion of service #/% of Disconnected Youth reporting enrollment in school and/or employment within 6 months of completion of services 	\$190,258	No	Yes; Selective
		Board Support			How much: <ul style="list-style-type: none"> # of initiatives for which Board convenes the initial interagency or community group # of initiatives in which the Board is an active participant How well: <ul style="list-style-type: none"> #/% of the Board's total revenue that is obtained from non-Children's Cabinet awarded sources (county funds, foundations, federal grants, etc.) to fund administrative costs and/or programs/strategies #/% of all Board staff that have completed no less than introductory training (ex., Results Accountability 101) in Results Accountability (RA) as provided by a trained RA trainer Better off: <ul style="list-style-type: none"> #/% of new and ongoing programs/strategies that meet or exceed performance measure targets (no less than 80% of all performances measures per program/strategy are met or exceeded) that are heading in the right direction or turning the 	\$157,689	N/a	N/a

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Prioritized Result(s)	Prioritized Indicator(s)	Program Strategy Name	Program/ Strategy Description	Target Population	Performance Measures	FY19 Funding	2-Gen? Yes or No	Prevention Program? Yes or No
N/a	N/a	Board Strategic Planning	The LMB will utilize funds for a strategic planning process involving the community of Worcester County to focus on the Governor's Four Strategic goals. This planning process will be critical moving forward for future funding.	The Four Strategic Goal population of Worcester County: Children and Families Affected by Incarceration, Youth Homelessness, Childhood Hunger and Disconnected Youth	<p>curve</p> <ul style="list-style-type: none"> N/a 	\$30,000	N/a	N/a
Families are Safe and Economically Stable	Out of home placements	Local Care Team Coordinator	<p>The Worcester County Local Care team will host meetings with local families and children to reduce out of home placements using community based support services whenever appropriate.</p> <p>The LCT coordinator will refine the referral and tracking system in Worcester County, maintain a comprehensive resource database, collect data, follow up with resources and services, facilitate LCT meetings, and develop/present training to various groups, community members, and partner organizations.</p>	Children and families in Worcester County with intensive needs.	<p>What/How Much We Do:</p> <ul style="list-style-type: none"> # of new cases referred to the Local Care Team. # of cases reviewed by the Local Care Team: # of Local Care Team trainings provided <p>How Well We Do It:</p> <ul style="list-style-type: none"> #/% of mandated Local Care Team representatives that attend at least 75% of Local Care Team meetings. #/% of all Local Care Team reviews (new, follow-up, and annual reviews) where the youth's parents (or legal guardians) attended. <p>Is Anyone Better Off?</p> <ul style="list-style-type: none"> #/% of new youth referred for in-State residential placement who are alternatively served through community-based services. #/% of new youth referred for out-of-State placement who are alternatively served through in-state community-based services or in-State residential placements 	\$53,000	Yes	Yes; Selective



12

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

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

OFFICE OF THE
COUNTY COMMISSIONERS

Worcester County

GOVERNMENT CENTER
ONE WEST MARKET STREET • ROOM 1103

SNOW HILL, MARYLAND

21863-1195

October 31, 2018

To: Harold L. Higgins, Chief Administrative Officer
FROM: Kathy Whited, Budget Officer *Kathy*
RE: FY2019 Certification for Cooperative Local-State Library Aid Programs

The County is in receipt of the request by the Maryland State Library to certify the annual operating budget for the Worcester County Library Board for FY2019. The County operating budget is \$2,642,946 and State Aid for the Library is \$159,476. Other Expenses listed for \$1,264,639 is the funds set aside for the Ocean Pines Library HVAC project.

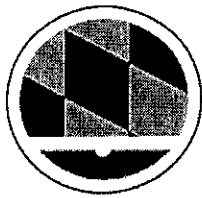
I would request approval from the County Commissioners for the certification to be signed which will be forwarded to the Library for the Board of Library Trustees signature before sending to the State. I am available for any questions you may have.

:kjlw

Attachments

Cc: Jennifer Ranck, Library Director

H:\19 Audit\Library\FY19 Library certification memo to Commissioners.docx



Maryland
State Library

Irene M. Padilla
Maryland State Librarian

22 South Calhoun Street • Baltimore, Maryland 21223 • 667-219-4800

October 5, 2018

TO: Public Library Administrators

FROM: Irene M. Padilla

SUBJECT: Certification for State Aid - FY 2019

Enclosed is the **Certification for Cooperative Local-State Library Aid Programs for FY 2019**. In order to be eligible for its State Share of the minimum cooperative local-state library aid program, a county government must provide the required minimum contribution (§23-503 of the Education Article, Annotated Code of Maryland).

Please certify that the local contribution matches the required minimum contribution of the cooperative local-state library aid program as specified in column 11 of the final calculations for the Public Library Formula Program for Fiscal Year 2019. If you would also like to include the amount your county provides for Special or Capital Expenditures (such as matching amounts for county library capital grants or debt payments on library CIP projects) you may include it on the Other Expense line.

This certification must be signed and dated by the designated library and county officials.

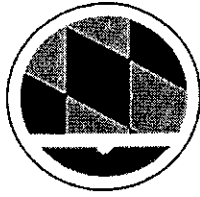
Please return the signed certification form to Elizabeth Fletcher no later than Friday, November 2, 2018. If the Certification form is filled out but waiting for the necessary signatures, please scan it to Elizabeth at elizabeth.fletcher@maryland.gov to have on file until the signed form is available to mail.

Should you have any questions regarding this form, please contact me at (667) 219-4801.

Thank you.

Enclosure

c: Helen Li, Finance and Support Services Administrator



22 South Calhoun Street • Baltimore, Maryland 21223 • 667-219-4800

CERTIFICATION FOR COOPERATIVE LOCAL-STATE LIBRARY AID PROGRAMS
FY 2019

TO: Maryland State Library

We hereby certify that:

- I. The Board of Trustees of Worcester County has or will receive the monies noted below as county contributions for current operating expenses.
II. The Government of Worcester County has made an appropriation of monies equal to the total noted below as county contributions for capital expenditures.
III. The State share of \$159,476 for this county will be utilized as noted below as State contributions.
IV. The distribution of monies will be:

Table with 3 columns: Expense Category, TOTAL COUNTY CONTRIBUTIONS, STATE SHARE. Rows include Operating Expense and Other Expense.

DATE FOR THE BOARD OF LIBRARY TRUSTEES
DATE FOR THE COUNTY COUNCIL/COMMISSION OR CITY COUNCIL OF BALTIMORE CITY

RETURN TO: Elizabeth Fletcher
Maryland State Library
22 South Calhoun Street
Baltimore, MD 21223

RETURN BY: Friday, November 2, 2018



13

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

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

OFFICE OF THE
COUNTY COMMISSIONERS

Worcester County

GOVERNMENT CENTER
ONE WEST MARKET STREET • ROOM 1103

SNOW HILL, MARYLAND

21863-1195

October 31, 2018

To: Harold Higgins, Chief Administrative Officer

From: Kim Reynolds, Senior Budget Accountant

Subject: State Aid for Police Protection Fund – 2020 Application

Attached is the State Aid for Police Protection Fund Application for FY2020. This grant is ongoing and is intended to be used exclusively to provide adequate Police Protection throughout the counties and subdivisions of Maryland. This application states that Worcester County would like to be considered for FY20 grant funding but does not guarantee how much funding will be allocated to Worcester County.

Due Date:
Thursday, November 15, 2018

Subdivision WORCESTER
(County)

Municipality _____
(Incorporated City/Town)

ESTIMATED EXPENDITURES FOR POLICE PROTECTION
(Fiscal Year Ending June 30, 2019)

<u>PART I</u>	(a) Police Department	(b) Sheriff's Department	
<u>SUMMARIZE (Omit Cents)</u>	Department	Department	
Salaries and Wages		\$ 5,820,085	A
Capital Outlay		\$ 573,085	B
Debt Service			C
Other Operating Expenses:			
Communications		\$ 32,200	D a
Travel		\$ 70,619	D b
Fuel & Utilities		\$ 10,890	D c
Contractual Services			D d
Supplies & Materials		\$ 254,137	D e
Fixed Charges (Rent, Insurance, etc.)		\$ 339,264	D f
Motor Vehicle Operation And Maintenance		\$ 331,742	D g
Contributions (Retirement and Social Security - Salaries only)		\$ 2,760,018	D h
Miscellaneous		\$ 20,732	E
TOTAL COLUMN (a)	-	10,212,772	x 79% % = \$ 8,105,878
			TOTAL COLUMN*
		SUB-TOTAL PART I \$ 8,105,878	
		(Total Column (a) and (b))	

* Sheriff's Department Police Protection Activities

<u>PART II</u>		<u>PART III</u>	
Traffic Control	\$ 35,000	Sub-Total PART I	\$ 8,105,878
Central Alarm System	\$ 2,005,593	Sub-Total PART II	\$ 2,040,593
SUB-TOTAL PART II	\$ 2,040,593	TOTAL (PARTS I & II)	\$ 10,146,471

Do you receive reimbursement of police costs from other jurisdictions? NO
IF YES, deduct these expenses to eliminate duplication of costs.

I/we certify that the information contained herein is true, correct, and complete to the best of my/our knowledge.

Kimberly Reynolds
Prepared by

Chief of Police/Sheriff-Signature

Senior Budget Accountant
Title

410-632-1194
Telephone Number

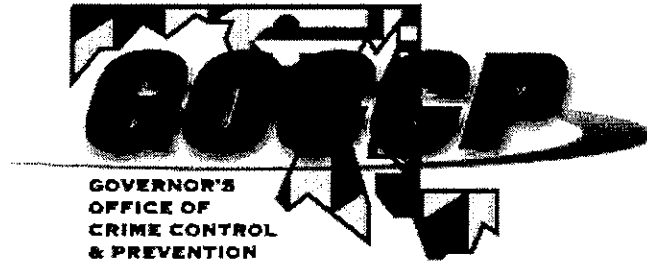
Chief Executive Officer of County or Municipality
Signature

kreynolds@co.worcester.md.us
E-mail address

State Aid For Police Protection Fund - 2020 (SAPP)

Applicant: Worcester County Board of County Commissioners

Grant Application Form



Governor's Office of Crime Control and Prevention

Pending Submission

Governor's Office of Crime Control and Prevention
100 Community Place, 1st Floor Crownsville, MD
21032-2042 (410) 697-9338
Email: dlinfo_goccp@maryland.gov

www.goccp.maryland.gov
Larry Hogan, Governor
Boyd K. Rutherford, Lt. Governor

Application Contents

- | | |
|---|---|
| <input checked="" type="checkbox"/> Cover Sheet | <input checked="" type="checkbox"/> Civil Rights |
| <input checked="" type="checkbox"/> Face Sheet | <input checked="" type="checkbox"/> Service Sites |
| <input checked="" type="checkbox"/> Summary / Narrative | <input checked="" type="checkbox"/> Assurances |
| <input checked="" type="checkbox"/> Budget Summary | <input checked="" type="checkbox"/> Anti-Lobbying |
| <input type="checkbox"/> Personnel | <input type="checkbox"/> Services |
| <input type="checkbox"/> Operating | <input type="checkbox"/> Equipment |
| <input type="checkbox"/> Travel | <input type="checkbox"/> Other |

Date Stamp:	OFFICE USE ONLY	
	Control Number:	Application Number:
	Received By:	Date:

Governor's Office of Crime Control & Prevention - Grant Application Form

State Aid For Police Protection Fund - 2020 (SAPP)

Applicant: Worcester County Board of County Commissioners

Project Title: STATE AID FOR POLICE PROTECTION

Worcester Local Government

Start Date: 07/01/2019 **Submitted:** Pending Submission **DUNS Number:** 101119399
End Date: 06/30/2020 **Funding Year:** **SAM Expiration:** 2/9/2019

Applicant:	Implementing Agency:
Worcester County Board of County Commissioners County Government Center Room 1103 One West Market Street Snow Hill, MD 21863 (410) 632-1194 FAX: (410) 632-3131	Worcester County Board of County Commissioners County Government Center Room 1103 One West Market Street Snow Hill, MD 21863 (410) 632-1194 FAX: (410) 632-3131

Authorized Official:	Purnell, Diana dpurnell@co.worcester.md.us Worcester County Board of County Commissioners County Government Center Room 1103 One West Market Street Snow Hill, MD 21863 (410) 632-1194	President FAX: (410) 632-3131
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Project Director:	Reynolds, Kimberly kreynolds@co.worcester.md.us Worcester County Board of County Commissioners County Government Center Room 1103 One West Market Street Snow Hill, MD 21863 (410) 632-1194	Budget Accountant FAX: (410) 632-3131
--------------------------	--	--

Fiscal Officer:	Dods, Douglas A ddods@co.worcester.md.us Worcester County Sheriff's Office 1 West Market Street, Room 1001 Snow Hill, MD 21863 (410) 632-1111	Operations Officer FAX: (410) 632-3070
------------------------	--	---

Funding Summary	0.0 %	Grant Funds	\$0.00	_____	_____
	0.0 %	Cash Match	\$0.00	_____	_____
	0.0 %	In-Kind Match	\$0.00	_____	_____
Total Project Funds					

Project Summary

"GOCCP to update"

SAPP Narrative

GOCCP to update

Project Budget

Control Number:

A. Budget Summary

	Grant Funds	Cash Match	In-Kind Match	Total Award
Personnel	\$0.00	\$0.00	\$0.00	\$0.00
Operating Expenses	\$0.00	\$0.00	\$0.00	\$0.00
Travel	\$0.00	\$0.00	\$0.00	\$0.00
Contractual Services	\$0.00	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00	\$0.00
Other	\$0.00	\$0.00	\$0.00	\$0.00
Grand Total	\$0.00	\$0.00	\$0.00	\$0.00

V. Civil Rights Requirements

Control Number:

1. Civil rights contact person: Norton, Stacey - Director of Human Resources
2. Organization: Worcester County Board of County Commissioners
3. Address: County Government Center
Room 1103
One West Market Street
Snow Hill, MD 21863
4. Telephone Number: (410) 632-0090
5. Number of persons employed by the organization unit responsible for implementation of this grant: 13

Project Service Sites

Site 1

Service Site WORCESTER COUNTY
Apt. Suite, No. Street
City
State & Zip MD

Certified Assurances

THE APPLICANT HEREBY ASSURES AND CERTIFIES THE FOLLOWING:

1. That Federal funds made available under this formula grant will not be used to supplant State or local funds, but will be used to increase the amounts of such funds that would, in the absence of Federal Funds, be made available for program activities.

2. That matching funds required to pay the non-Federal portion of the cost of each project, for which grant funds are made available, shall be in addition to funds that would otherwise be made available for program activities by the recipient of the grant funds and shall be provided as required in the Grant Award document.

3. That following the first year covered by a Grant Award and each year thereafter, a performance evaluation and assessment report will be submitted to the Governor's Office of Crime Control & Prevention.

4. That fund accounting, auditing, monitoring, evaluation procedures and such records as the Governor's Office of Crime Control & Prevention shall prescribe to and shall be provided to assure fiscal control, proper management and efficient disbursement of funds received.

5. That the Grantee shall maintain such data and information and submit such reports in such form, at such times, and containing such information as the Governor's Office of Crime Control & Prevention may reasonably require to administer the program.

6. Sub-recipients will comply (and will require any sub-grantees or contractors to comply) with any applicable statutorily-imposed nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. § 10604 (e)); the Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); the Civil Rights Act of 1964 (42 U.S.C. § 2000(d)); the Rehabilitation Act of 1973 (29 U.S.C. § 704); the Americans with Disabilities Act of 1990 (42 U.S.C. § 12131-34); the Education Amendments of 1972 (20 U.S.C. § 1681, 1683, 1685-86); the Age Discrimination Act of 1975 (42 U.S.C. § 6101-07); and the

Department of Justice (DOJ's) Equal Treatment Regulations (28 C.F.R. pt. 38).

7. That in the event a Federal or state court or administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, or disability against the Grantee, a copy of the finding will be forwarded to the Governor's Office of Crime Control & Prevention.

8. Sub-recipients that are governmental or for-profit entities, that have fifty or more employees and that receive a single award of \$500,000 or more under the Safe Streets Act or other Department of Justice (DOJ) program statutes are required to submit their Equal Employment Opportunity Plan (EEO) to the federal Office of Civil Rights (OCR). The sub-recipients are not required to submit a copy to the Governor's Office of Crime Control & Prevention (GOCCP), but must have a copy available on site for monitoring purposes. Those sub-recipients that are subject to the OCR's EEO Certification Form may access this form at: <http://www.ojp.usdoj.gov/about/ocr/eeop.htm>.

9. That the Grantee will comply with all provisions set forth in the Governor's Office of Crime Control & Prevention's General <http://www.goccp.maryland.gov/grants/general-conditions.php> and Special Conditions.

10. That the Grantee will comply with the provisions of 28 CFR applicable to grants and cooperative agreement.

11. Sub-recipients are obligated to provide services to Limited English Proficient (LEP) individuals. Refer to the DOJ's Guidance Document. To access this document see U.S. Department of Justice, Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons (67 Federal Regulation 41455 (2002)). This regulation may be accessed at: <http://www.archives.gov/eo/laws/title-vi.html>

CERTIFICATION: I certify that this program will comply with the provisions set forth by the State of Maryland and the Governor's Office of Crime Control and Prevention.

Signature of Authorized Official

Date

Purnell, Diana - President

Name and Title

Certification Regarding Lobbying

Control Number:



U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspension (Non-procurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) 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 making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) 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 grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

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

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510 –

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with

obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted or otherwise criminally or civilly charged by a Government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph, (1) (b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminate for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67, Sections 67.615 and 67.620 –

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about –

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will --

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after having received notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Director, Grants and Contracts Service, U.S. Department of Education, 400 Maryland Avenue, S.W. (Room 312A, GSA Regional Office Building No. 3), Washington DC 20202-4571. Notice shall include the identification number(s) of each affected grant.

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted --

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code)

Check ___ if there are workplaces on file that are not identified here.

Section 67, 630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 4061/7.

Check ___ if the State has elected to complete OJP Form 4061/7.

**DRUG-FREE WORKPLACE
(GRANTEES WHO ARE INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67, Sections 67.615 and 67.620 --

As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531.

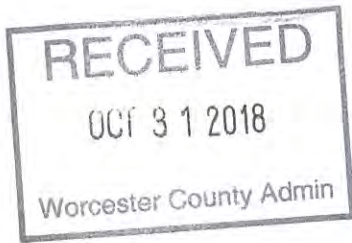
As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

Applicant: Worcester County Board of County Commissioners
Address: County Government Center
Room 1103
One West Market Street
Snow Hill, MD 21863

Project Title: STATE AID FOR POLICE PROTECTION
Federal ID Number: 52-6001064

Authorized Representative: Purnell, Diana - President

Signature: _____
Signature of Authorized Official Date



14

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 Area Sponsorship and MOU
Dividing Creek Rural Legacy Area

Date: October 30, 2018

Attached you will find a memo for the grant agreement from Katherine Munson, of my staff regarding the change in the sponsorship of the Dividing Creek RLA. Worcester County has been a joint sponsor of this RLA with Somerset County and The Nature Conservancy (TNC) since 2008. TNC per the MOU, performs the administrative, accounting, and reporting responsibilities for Somerset County as a co-grantee for easements in Somerset County. Due to a retirement at TNC, they will not be able to continue in that role and will need to transition those duties to Lower Shore Land Trust (LSLT). Worcester will remain the grantee and will be fully responsible for easements in Worcester County.

The County Attorney has reviewed this MOU as well as Somerset County and the LSLT. Somerset County was due to sign the MOU on October 16th.

We would need to execute the MOU where indicated and include a letter of support. We have taken the liberty of providing a sample letter for Worcester County and have also included the letter that Somerset County supplied.

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.

Attachments

cc: Maureen Howarth
Katherine Munson



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 *VKM*

SUBJECT: Dividing Creek Rural Legacy Area (DCRLA) Sponsorship and MOU

DATE: October 12, 2018

Attached please find a Memorandum of Understanding (MOU) and a letter of support to MD DNR for consideration and signature by the County Commissioners.

The MOU has been reviewed by Maureen Howarth, county attorney, and Somerset County and Lower Shore Land Trust. The MOU will be reviewed by Somerset County Commissioners on October 16, 2018.

Worcester County, Somerset County and The Nature Conservancy (TNC) have been joint "sponsors" of the DCRLA since 2008. The Nature Conservancy staff managed grant application preparation and reporting for the entire area, and has administered the grant for Somerset County conservation easement purchases. Lower Shore Land Trust (LSLT) has co-held all conservation easements in Somerset County with MD DNR.

TNC will be adjusting staffing and will no longer participate in DCRLA as of FY19. LSLT is proposed to take on TNC's roles in their entirety.

Worcester County will continue to be the grantee for all conservation easements acquired in Worcester County and will continue in the same role as in the past.

The MOU outlines the roles of each sponsor.

MD DNR requires a letter of support from Worcester County regarding this change of sponsorship. Our proposed letter is attached.

Please contact me with any questions.

Attachments

Stacy J. Schaefer
Associate Director, Land Acquisition and Planning Unit
Department of Natural Resources
580 Taylor Ave., E-4
Annapolis, Maryland 21401

Dear Ms. Schaefer:

We are writing to confirm Worcester County's support for replacement of The Nature Conservancy with Lower Shore Land Trust as a co-sponsor of the Dividing Creek Rural Legacy Area (DCRLA) program, effective with the FY19 grant agreement.

Thank you for your attention to this matter. We look forward to continuing our partnership with your Department, Somerset County and Lower Shore Land Trust to protect the agricultural and natural resources of the DCRLA.

Sincerely,

Diana Purnell
President
County Commissioners of Worcester County

COMMISSIONERS FOR SOMERSET COUNTY

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

COMMISSIONERS
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CHARLES F. FISHER, VICE-PRESIDENT
CRAIG N. MATHIES, SR.
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COUNTY ADMINISTRATOR-CLERK
RALPH D. TAYLOR

COUNTY ATTORNEY
KIRK G. SIMPKINS

October 16, 2018

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

RE: Somerset County Support of Transfer of Sponsorship to Lower Shore Land Trust

Dear Members of the Rural Legacy Board:

Since the creation of the Dividing Creek Rural Legacy Area (DCRLA) in FY 2008, Somerset County has participated in a cooperative relationship with Worcester County and the Nature Conservancy to ensure that the DCRLA has been a success. Of course, this success would not be possible without the support of the Rural Legacy Board, for which we are appreciative.

Please be advised that on Oct. 2, 2018, the Somerset County Commissioners supported the transfer of sponsorship from the Nature Conservancy to the Lower Shore Land Trust. This is as a result of the impending retirement of Liz Zucker, who represented the Nature Conservancy and the interests of Somerset County at a high level of expertise and professionalism. Although we will miss Liz, we are confident that the Lower Shore Land Trust will also provide a high level of service as we strive to meet the goals of the Rural Legacy Program.

On behalf of the Somerset County Commissioners, I'd like to thank you and your Department for the continued support we have received through the years.

Sincerely,

Randy Laird, President

Memorandum of Understanding: FY 19 Dividing Creek Rural Legacy Area Project

This Memorandum of Understanding (the "MOU") is made this ____ day of _____, 2018, by and between the County Commissioners of Worcester County, Maryland ("Worcester County"), the County Commissioners of Somerset County, Maryland ("Somerset County") and the Lower Shore Land Trust, Inc. ("LSLT"). This MOU applies to the execution of Dividing Creek Rural Legacy Area Grant awarded jointly to Worcester County, Somerset County and Lower Shore Land Trust.

WITNESSETH:

WHEREAS, the Somerset County, Worcester County and LSLT have worked cooperatively to designate an area in Somerset and Worcester County, Maryland as the Dividing Creek Rural Legacy Area (the "Rural Legacy Area"), and the State of Maryland's Rural Legacy Program (the "Rural Legacy Program"), a land conservation program was established pursuant to Title Eight, Subtitle Five, of the Natural Resources Article of Maryland Annotated Code (the "Rural Legacy Law"); and

WHEREAS, the LSLT is a qualified conservation organization that is a qualified organization under §170(H)(3) of the Internal Revenue Code and regulations adopted under §170(H)(3); and

WHEREAS, Worcester County, Somerset County and LSLT as joint sponsors of the Rural Legacy Area (as defined in the Rural Legacy Law), have received a grant from the State of Maryland to acquire conservation easements on land within the Rural Legacy Area, in accordance with the Rural Legacy law; and

WHEREAS, Worcester County, Somerset County and LSLT intend to work cooperatively to create and implement a Conservation Plan for the Rural Legacy Area, which will entail purchasing from willing sellers with proceeds from the Rural Legacy Grants, conservation easements in land within the boundaries of the Rural Legacy Area; and

WHEREAS, Worcester County, Somerset County and LSLT are entering into this MOU to set forth their mutual understanding on what roles each organization shall fulfill in implementing the Conservation Plan and their respective rights and obligations hereunder.

NOW, THEREFORE, for and in consideration of the mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, hereby agree as follows:

Section 1. General. Worcester County, Somerset County and LSLT shall work cooperatively to create and implement the Conservation Plan for the Rural Legacy Area; each shall fulfill their respective roles and responsibilities as detailed herein; and shall provide such other assistance as may be deemed feasible and necessary by mutual agreement of the parties hereto. Each party shall strive to assure that work done herewith is in compliance with the requirements of the Rural Legacy Laws and outlined in The Rural Legacy Program Grants Manual, as updated by the State of Maryland from time to time.

Section 2. Worcester County Responsibilities. As Sponsor, Worcester County shall enter into Grant Agreements with the State of Maryland and satisfy reporting, accounting and grant administration procedures, as required by the Grant Agreements and the Rural Legacy Law. Worcester County shall review and approve grant applications as prepared by LSLT in collaboration with Worcester and Somerset Counties. Worcester County will be responsible for the determination of the appropriate and agreeable provisions and drafting of Rural Legacy Conservation Easements with Worcester County landowners, which shall be completed simultaneously with the Contract of Sale. Conservation Easements shall be attached as an exhibit to the Contract of Sale. Worcester County shall take responsibility for negotiating with willing sellers for the purchase and sale of conservation easements, the mechanics and monetary provisions of the transaction, and for overseeing the transaction closing. Worcester County shall be the grantee for all conservation easements in Worcester County.

Specifically the County shall:

1. Obtain all required appraisals for each parcel under negotiation.
2. Negotiate, draft and execute contracts of sale for each parcel on which a conservation easement is to be acquired, including purchase price.
3. Obtain and review title commitments, surveys (when necessary) and environmental assessments for each parcel on which a conservation easement is to be acquired. The due diligence items shall be ordered upon full execution of contracts of sale.
4. Facilitate closing. Worcester County shall review title commitments, legal descriptions for property, deeds and settlement sheets, and draft escrow and closing instructions, and generally oversee and supervise the title company in closing all transactions. Worcester County shall be the Grantee of easements in Worcester County.
5. Assist LSLT in the preparation of all reporting and grant applications. Worcester County shall provide information needed for complete reporting required by the grant.
6. Maintain a Conservation Easement Monitoring Schedule. Worcester County shall periodically monitor conservation easements as required by the grant agreement.

Section 3. Somerset County Responsibilities. As Sponsor, Somerset County shall enter into Grant Agreements with the State of Maryland and satisfy reporting, accounting and grant administration procedures, as required by the Grant Agreements and the Rural Legacy Law. Somerset County shall review and approve grant applications prepared by LSLT in collaboration with Worcester and Somerset Counties. Somerset County shall provide input to LSLT regarding acquisition priorities.

Section 4. LSLT Responsibilities. As Sponsor, LSLT shall enter into Grant Agreements with the State of Maryland and satisfy reporting, accounting and grant administration procedures, as required by the Grant Agreements and the Rural Legacy Law. LSLT will be responsible for the determination of the appropriate and agreeable provisions and drafting of Rural Legacy Conservation Easements with Somerset County landowners, which shall be completed simultaneously with the Contract of Sale. Conservation Easements shall be attached as an exhibit to the Contract of Sale. LSLT shall take responsibility for negotiating with willing sellers for the

purchase and sale of conservation easements, the mechanics and monetary provisions of the transaction, and for overseeing the transaction closing. LSLT shall be the co-grantee with the State of Maryland for all conservation easements in Somerset County.

Specifically LSLT shall:

1. Employ approved EVS and/or obtain all required appraisals for each parcel under negotiation.
2. Negotiate, draft and execute contracts of sale for each parcel on which a conservation easement is to be acquired, including purchase price.
3. Obtain and review title commitments, surveys (when necessary) and environmental assessments for each parcel on which a conservation easement is to be acquired. The due diligence items shall be ordered upon full execution of contracts of sale.
4. Facilitate closing. LSLT shall review title commitments, legal descriptions for property, deeds and settlement sheets, and draft escrow and closing instructions, and generally oversee and supervise the title company in closing all transactions. LSLT and Maryland Department of Natural Resources shall be the Grantees of easements in Somerset County
5. Take a lead role in preparing all grant reporting and grant applications. LSLT shall prepare all reports and grant applications with assistance as needed from Worcester County and Somerset County and with their review and approval, submit to Maryland DNR.
6. Maintain a Conservation Easement Monitoring Schedule. LSLT shall periodically monitor conservation easements as required by the grant agreement.

Section 4. Necessary Approvals. All parties shall cooperate with one another in preparing documentation for securing necessary approvals including approval of grant proposals and grant agreements with the State of Maryland

Section 5. Sharing of Grant Monies. All parties shall cooperate with one another in ensuring that the funds awarded are expended approximately equally between the two counties, and also in a timely manner, to comply with the terms of the grant agreement.

Section 5. Fees and Expenses. In exchange for the costs incurred and the services rendered herein, the parties agree as follows:

1. Monitoring Fee. A fee of 1.5% of the purchase cost is provided by the Rural Legacy Program at closing as a monitoring fee. For Somerset County projects, LSLT will hold and manage the monitoring fee generated for each easement purchase, pursuant to the Rural Legacy Law. LSLT will deposit all funds in the LSLT Endowment Fund previously established at the Community Foundation as approved by the Rural Legacy Program and use the interest gained to defray the cost of easement monitoring and enforcement LSLT shall render an annual report to Somerset County to describe the results of the monitoring. For Worcester County projects, Worcester County will hold

and manage the monitoring fee generated for each easement purchase, pursuant to the Rural Legacy Law. The monitoring fees will be placed in an interest-bearing account, and the interest drawn upon to help defray the cost of easement monitoring and enforcement.

2. Administrative Fee. A fee of 3.0% of the purchase cost is provided by the Rural Legacy Program at closing as administrative costs reimbursement. LSLT will receive this payment in full for each Somerset County project. Worcester County will receive this payment in full for each Worcester County project.
3. Expenses. The Rural Legacy Program will reimburse LSLT or Worcester County for any and all appraisal, survey, title and other due diligence costs that require an outside contractor, that are incurred.
4. No General Fund Liability. All reimbursements, fees or any other payments hereunder, including any interest payments, shall come from the Rural Legacy grant and not from Somerset County's or Worcester County's general fund.

Section 6. Termination. Somerset County, Worcester County and LSLT each reserve the right to terminate this MOU, upon 30 days written notice.


Section 7. Amendments. If one or more parties wish to amend this MOU, a request must be submitted in writing to the other parties for consideration. Approval of any alterations must be approved by all parties here to.

In witness whereof, the parties hereto have executed this MOU on the date noted above.

COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND

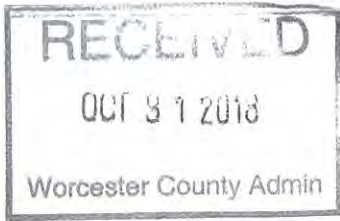
Diana Purnell, President
County Commissioners of Worcester County, Maryland

COUNTY COMMISSIONERS OF SOMERSET COUNTY, MARYLAND


Randy Laird, President
County Commissioners of Somerset County, Maryland

LOWER SHORE LAND TRUST, INC.

Hugh Cropper, IV, President
Lower Shore Land Trust Board of Directors



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Worcester County
Department of Environmental Programs

Memorandum

To: Harold L. Higgins, Chief Administrative Officer

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

Subject: Rural Legacy FY 19 Grant Agreement
Dividing Creek Rural Legacy Area

Date: October 30, 2018

Attached you will find a memo for the grant agreement from Katherine Munson, of my staff with the recommendations that were approved by the State Board of Public Works. The Board approved:

1. \$1,060,000 for the Dividing Creek Rural Legacy Area (RLA) that will be split between the sponsoring partners.

Rural Legacy pays landowners for permanent conservation easements on their properties. In some cases landowners who are not in but near the RLA boundaries may be eligible for the program. 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)

As Ms. Munson's memo explains, the sponsors of this grant were Worcester and Somerset County along with the Nature Conservancy. The grant agreement was to be reviewed and signed by Somerset County on October 16, 2018.

These agreements were reviewed by the County Attorney. The signature pages are marked for endorsement and should be signed by Commissioner Purnell. They will be used to purchase 2-4 conservation easements for the Dividing Creek RLA in Worcester and Somerset Counties.

Citizens and Government Working Together

We received \$1,060,000 in local funding from our original request of \$2,076,000, while competing against the rest of the state for grants from this program. We had requested grants that includes the Coastal Bays RLA, but no money was awarded this year for that legacy area.

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.

Attachments

cc: Maureen Howarth
Katherine Munson



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 *KM*

SUBJECT: FY19 Dividing Creek Rural Legacy Area Grant Agreement

DATE: October 12, 2018

Attached please find the FY19 Dividing Creek Rural Legacy Area (DCRLA) grant agreement. It consists of two copies of the agreement that must be signed where indicated, color map of the DCRLA showing the properties protected to date and the priority properties for easement acquisition (Attachment A), general conditions (Attachment B), property list (Attachment C).

The first page of the agreement will be dated by DNR following execution by the Rural Legacy Board.

The grant agreement has been reviewed by Maureen Howarth, county attorney, and will be reviewed and signed by Somerset County Commissioners on October 16, 2018.

Worcester County, Somerset County and The Nature Conservancy were joint "sponsors" of the FY19 DCRLA grant request. We requested \$2,076,000 and have been awarded \$1,060,000.

For FY19, over \$25 million was divided among sixteen (16) Rural Legacy Areas throughout the state. Coastal Bays RLA did not receive an award.

The grant funding will be used to purchase 2-4 conservation easements in Worcester and Somerset Counties.

The program is funded by real estate transfer tax revenue (Maryland Program Open Space dollars).

Please contact me with any questions.

Attachments

**RURAL LEGACY GRANT AGREEMENT
CO-SPONSORSHIP: LAND TRUST AND LOCAL GOVERNMENT**

THIS GRANT AGREEMENT ("Agreement") is made this ____ day of _____, 2018 by and between the STATE OF MARYLAND, acting through the RURAL LEGACY BOARD ("RLB"), Rural Legacy Program, Department of Natural Resources, 580 Taylor Avenue, Annapolis, Maryland 21401, COMMISSIONERS FOR SOMERSET COUNTY, Post Office Box 37, Princess Anne, Maryland 21852, and THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, 1 West Market Street, Room 1103, Snow Hill, MD, 21863, ("Local Government"), THE NATURE CONSERVANCY, 5410 Grosvenor Lane, Suite 100, Bethesda, Maryland 20814, a non-profit corporation incorporated in the State of Maryland, ("Land Trust") (hereinafter Local Government and Land Trust are sometimes referred to collectively as the "Sponsor").

RECITALS

WHEREAS, the State of Maryland, pursuant to Natural Resources Article § 5-9A-01., et. seq., has established the Rural Legacy Program ("Program") to enhance natural resource, agricultural, forestry, and environmental protection and the Program provides funds through grant assistance to local governments and land trusts to purchase interests in real property from willing sellers, including fee estates, easements and other interests in real property for the preservation of land in key areas of Maryland;

WHEREAS, the Sponsor is (a) a local government, meaning one of Maryland's 23 counties or one of Maryland's municipal governments, and (b) a land trust, meaning it is a non-profit, "qualified organization" under Section 170 (h) (3) and accompanying regulations of the Internal Revenue Code established for the purpose of land conservation, including the purchase or other acquisition of interests in real property for preservation purposes, which has entered into a cooperative agreement with the Maryland Environmental Trust;

WHEREAS, the Sponsor represents a Rural Legacy Area known as the Dividing Creek Rural Legacy Area as shown on the map set forth on Attachment A ("Rural Legacy Area");

WHEREAS, the RLB has designated the Rural Legacy Area submitted in the Sponsor's application as originally submitted or as amended;

WHEREAS, the RLB has agreed to award the Sponsor a grant in an amount not to exceed the Total Grant Amount pursuant to the terms and conditions of this Agreement to be used for the purchase of certain interests in real property for the preservation of land in the Rural Legacy Area, and for approved Project Costs pursuant to Project Agreements, all as more particularly described herein;

WHEREAS, the RLB's Rural Legacy Area designation, Rural Legacy Plan acceptance,

Grant award and authorization to execute this Agreement were subject to approval by the Maryland State Board of Public Works ("BPW") and such approvals have been given by the BPW on August 22, 2018; and

WHEREAS, the Local Government and the Land Trust shall enter into Project Agreements for each of the Eligible Properties which the Local Government and the Land Trust may acquire, which Project Agreements shall specify the Project Costs that the Local Government may request, on behalf of itself and the Land Trust, for acquisition of Eligible Properties, subject to the approval of the RLB and the BPW.

NOW, THEREFORE, in consideration of mutual covenants, terms and conditions of this Agreement, the parties agree as follows:

Section 1. Definitions.

Acquisition Activities is defined in Section 4.1. of this Agreement.

Acquiring Sponsor is defined as a Local Government and the Land Trust, who are the parties to a particular Project Agreement and who buy a particular Eligible Property pursuant to that Project Agreement.

Annual Report is defined in Section 8.2. of this Agreement.

BPW is defined in the Recitals Section of this Agreement.

Contract is defined in Section 4.2.5 of this Agreement.

Easement is defined in Section 4.2.2. of this Agreement.

Easement Form is defined in Section 4.2.2. of this Agreement.

Effective Date is defined in Section 12.12. of this Agreement.

Eligible Properties is defined in Section 3.1. of this Agreement.

FSCMCO is defined in Section 4.1. of this Agreement.

Grant Period is defined in Section 2.2. of this Agreement.

Law is defined in Section 3.7. of this Agreement.

Local Government is defined as "one of Maryland's 23 counties or one of Maryland's municipal governments in which the Eligible Property lies."

Mortgage(s) is defined in Section 4.2.6. of this Agreement.

Permitted Real Estate Interests is defined in Section 3.1. of this Agreement.

Program is defined in the Recitals Section of this Agreement.

Project Agreement is defined in Section 3.4. of this Agreement.

Project Costs is defined in Section 3.4. of this Agreement.

Rural Legacy Area is defined in the Recitals Section of this Agreement.

Rural Legacy Manual is defined in Section 3.7. of this Agreement.

SLCO is defined as a state land conservation organization being "the Maryland Agricultural Land Preservation Foundation , the Maryland Environmental Trust, Maryland Department of Natural Resources, or another state organization approved by the RLB."

Subordination Agreement is defined in Section 4.2.6. of this Agreement.

Title Holders are defined in Section 4.2.3. of this Agreement.

Total Grant Amount is defined in Section 2.1. of this Agreement.

Section 2. Grant and Special Conditions.

2.1. Amount of Grant. Subject to the terms and conditions of this Agreement, the RLB hereby agrees to award a grant to the Sponsor in an amount not to exceed One Million Sixty Thousand Dollars (\$1,060,000.00) (the "Total Grant Amount") to be used solely for payment of approved Project Costs in connection with acquisition of Permitted Real Estate Interests in Eligible Properties. In accordance with the terms and conditions of this Agreement and each Project Agreement, and during the Grant Period as defined below, the RLB shall disburse to the Local Government that portion of the Total Grant Amount which equals approved Project Costs for acquisition of Eligible Properties, provided however, that such disbursements shall cease upon the earlier to occur of (a) the date on which the sum total of all disbursements hereunder equals the Total Grant Amount, or (b) the expiration of the Grant Period. The Local Government shall be responsible for disbursing that portion of the Total Grant Amount which equals approved Project Costs for acquisition of Eligible Properties to the Land Trust who is a party to a particular Project Agreement, provided such Project Costs were incurred by the Land Trust and not the Local Government.

2.2. Grant Period. The "Grant Period" shall mean that period commencing upon the Effective Date of this Agreement and ending on the date which is twelve (12) calendar months from the Effective Date, unless the Grant Period is extended by the RLB in its sole discretion. In the event the ending date falls on a legal holiday or non-business day, the ending date shall be the next immediately succeeding day which is not a legal holiday or a non-business day.

2.3. General Conditions. Any general conditions to this Agreement are set forth in Attachment B attached hereto.

2.4. Sponsor Information, Easement Form and Eligible Properties. Sponsor and other information are set forth in Attachment C attached hereto. Some of the information on Attachment C is also specified in another part of this Agreement or the other Attachments to this Agreement, and if there are any conflicts between Attachment C and any of the terms of this Agreement or the other Attachments to this Agreement, the terms of this Agreement and the other Attachments shall govern.

Section 3. Sponsor's Performance.

3.1. Property Acquisitions. The Local Government and the Land Trust may acquire Permitted Real Estate Interests in Eligible Properties. "Permitted Real Estate Interests" means fee simple estate interests or conservation easement interests, or other real estate interests allowed by the Law. "Eligible Properties" means both those properties which the Sponsor has identified and listed in Attachment C. In the event that Sponsor requests (a) additional properties to be placed on Attachment C or (b) a change of the Rural Legacy Area boundary, Sponsor shall submit a written request for approval to the Rural Legacy Program and shall not begin the acquisition process for the property until such approval has been granted.

3.2. Submission of Easement Valuation Methodology. Within thirty (30) days of execution of this Agreement, the Local Government and the Land Trust shall submit to the RLB its Easement valuation methodology. The methodology shall reflect the agricultural, forestry, and natural resource qualities the Easement is designed to protect; reflect the fair market values of properties in the Rural Legacy Area; and relate to the range of easement values paid by the Maryland Agricultural Land Preservation Foundation and other easement purchasing programs. Upon approval by the RLB, the Local Government and the Land Trust may use the approved methodology to acquire conservation easements as Permitted Real Estate Interests.

3.3. Appraisals. If the Permitted Real Estate Interest to be acquired is an Easement, the Sponsor shall use its approved easement valuation methodology to appraise the value of the Easement. If the Sponsor does not have an approved easement valuation methodology, or if the Permitted Real Estate Interest is not an Easement, the Sponsor shall obtain two independent appraisals of the value of the property interest to be acquired and shall otherwise comply with the appraisal requirements set forth in the Rural Legacy Manual. The easement valuation methodology and appraisals shall be subject to the approval of the RLB or

designee. A Sponsor who has an approved Easement valuation methodology shall not use appraisals unless specifically authorized by the Rural Legacy Program.

3.4. Project Agreement. If the Local Government, the Land Trust and a property owner of an Eligible Property reach agreement on the terms of an acquisition, the Local Government and the Land Trust shall prepare a Project Agreement, substantially in the form required by the RLB (a copy can be obtained from the Rural Legacy staff) (“Project Agreement”). The Project Agreement shall include a copy of the Contract (as defined in Section 4.2.5) for the Eligible Property, and, as applicable, the proposed form of the Easement or the proposed form of the Deed and other supporting documents. The Project Agreement shall specify the amount of total permissible costs, including direct (contract) costs, incidental costs, administrative costs, and easement monitoring costs (“Project Costs”) which the Local Government and the Land Trust shall receive from the Total Grant Amount following Sponsor’s satisfaction of the terms of this Agreement, however the disbursement of that portion of the total Grant Amount shall be made by the RLB to the Local Government who shall then disburse any portions thereof due to the Land Trust as provided in Section 2.1 hereof.

3.5. Rural Legacy Program Review, Approval. The Local Government and the Land Trust shall submit the Project Agreement to the Rural Legacy Program for review. The Rural Legacy Program shall review the Project Agreement for compliance with the terms of this Agreement and the Law. Project Agreements meeting all Program requirements will be submitted by the Rural Legacy Program to the BPW for approval. Upon BPW approval of the Project Agreement, the Local Government and the Land Trust shall make every effort to acquire the Eligible Property within forty-five (45) days. The “Project Period” is the time period specified in the Project Agreement for acquisition of the Permitted Real Estate Interest. The Project Period ends on or before the end of the Grant Period.

3.6. Reimbursement. When the Local Government or the Land Trust acquires an Eligible Property, the Local Government (on behalf of itself if the Local Government acquired the Eligible Property or on behalf of the Land Trust who acquired the Eligible Property), may apply to the RLB for reimbursement for Project Costs in accordance with the Project Agreement and Section 6 of this Agreement. As a result, it is not required that the Total Grant Amount be distributed equally among the Land Trust and the Local Government, and in no event will the funds disbursed under this Grant Agreement exceed the Total Grant Amount.

3.7. Compliance. Sponsor agrees to comply with the terms and conditions of this Agreement, the Rural Legacy Area, its accompanying application, and each Project Agreement. Sponsor acknowledges and agrees that this Grant Agreement is governed by the terms and provisions of Subtitle 9A of the Natural Resources Article which established the Program, the Program’s Regulations, and the Rural Legacy Manual and Application Procedures dated December 2001 (the “Rural Legacy Manual”), as they may be amended from time to time, and as sometimes referred to herein collectively as the “Law.”

Section 4. Conditions for Acquisition of Permitted Real Estate Interests.

4.1. Acquisition Activities. As used in this Agreement, FSCMCO shall mean a qualified federal, state, county, or municipal conservation organization (a "FSCMCO") and for purposes of this Agreement, the Local Government shall be deemed a FSCMCO. As set forth in the Law and in this Agreement, the RLB has the right to approve all activities in connection with acquisition of Permitted Real Estate Interests in Eligible Properties ("Acquisition Activities"). The RLB or its designee has the right to make comments upon, require revisions to, and approve all Acquisition Activities whether or not specifically enumerated below. In addition, in the event a "SLCO" will hold title to a Permitted Real Estate Interest, the SLCO shall have the right to make comments upon, require revisions to and approve all Acquisition Activities, whether or not specifically enumerated below. Any other Title Holders of a Permitted Real Estate Interest and any FSCMCO shall have the right to make comments upon, require revisions to and approve all Acquisition Activities, whether or not specifically enumerated below. The Acquiring Sponsor shall contact any SLCO, the FSCMCO and any other Title Holders directly for any comments, revisions or requirements that they may have.

4.2. Acquisition of a Fee Estate or a Conservation Easement.

4.2.1. Form of Deed. If the Permitted Real Estate Interest is a fee simple estate interest, the Acquiring Sponsor shall submit the form of the proposed special warranty deed (the "Deed") to the RLB or its designee, any SLCO, the FSCMCO and any Title Holders for approval. The Deed shall be drafted to provide that one hundred percent (100%) of the fee simple estate interest shall be held by the Title Holders as the Grantees in the Deed. At settlement, the Deed shall be duly executed and recorded among the land records where the Eligible Property is located.

4.2.2. Easement Form. If the Permitted Real Estate Interest is a conservation easement interest, the Acquiring Sponsor shall use either the Rural Legacy Program Sample Easement and Optional Provisions available from the Rural Legacy staff or the Acquiring Sponsor shall use the Sponsor's Easement Form as approved by the Rural Legacy staff and the Office of the Attorney General. The form of easement chosen is also indicated on Attachment C (the "Easement Form"). Any changes to the Easement Form shall be approved by the RLB or its designee, the FSCMCO, the SLCO, if any, and any Title Holder. As used herein, "Easement" shall mean the final approved Easement Form. At settlement, the Easement shall be duly executed and recorded among the land records where the Eligible Property is located.

4.2.3. Title Holders. The parties acquiring any fee simple estate interest or any Easement interests under this Grant Agreement shall be specified in the Project Agreement as the "Title Holders". If the Acquiring Sponsor is a land trust, the Acquiring Sponsor shall hold title to all Easements with a FSCMCO.

4.2.4. Property Description. All Eligible Properties proposed for acquisition under the Rural Legacy Program shall have a metes and bounds description or a reference to lots on a duly recorded plat and/or a survey with a metes and bounds description, all as approved by the RLB or its designee, the SLCO, the FSCMCO and any Title Holder. Any Title Holder, including but not limited to any SLCO or any FSCMCO, shall also have the right to approve the metes and bounds description or lot reference and/or the survey with a metes and bounds description, and, in addition to the foregoing requirements, may have requirements on the adequacy of the metes and bounds description of or lot reference for the Eligible Property and may require a survey in form and content acceptable to such Title Holder and to the title insurance company.

4.2.5. Contract The Acquiring Sponsor shall use option contract or contract of sale forms (collectively, "Contract") approved by the RLB or its designee, the FSCMCO, all Title Holders and the SLCO, if any. The Contract shall contain conditions which (a) shall permit the Title Holders to be the Grantee on the Deed or Easement in addition to the purchasers under the Contract, even if such Title Holders are not listed as purchasers under the Contract, (b) make the Contract contingent upon the approval by the RLB or its designee, the FSCMCO, any Title Holders, any SLCO, and the BPW, unless the Acquiring Sponsor is willing to run the risk that the Acquiring Sponsor may settle and the Contract might not be approved, and (c) in the case of an Easement, make the Contract contingent upon the receipt of fully executed Subordination Agreement(s). The Contract is subject to BPW approval.

4.2.6. Subordination to Easement. All mortgages, deeds of trust and any other liens or encumbrances, (except for future taxes, charges or assessments, not yet due and payable), with respect to the repayment of a debt against the Eligible Property (collectively, the "Mortgages") must be fully subordinated to the Easement. The Acquiring Sponsor shall provide a copy of each proposed subordination agreement ("Subordination Agreement") to the RLB along with the Project Agreement. The RLB or its designee, any Title Holder, the FSCMCO, and the SLCO, if any, shall have the right to approve the form of the Subordination Agreement, prior to its execution, and the recording order of the Easement and the Subordination Agreements.

4.2.7. Title Insurance. The Acquiring Sponsor shall obtain title insurance for the Eligible Property in the form of an Owner's Policy from a title insurance company licensed to do business in the State of Maryland in the amount of the purchase price of the Permitted Real Estate Interest in the Eligible Property. The title insurance policy shall not contain exceptions to title which (a) would defeat the purpose of the Program and any Easement or Deed placed upon the Eligible Property as required by the Program, (b) create a remainder, reversion, or condition which could cause forfeiture or reversion of title, (c) require the payment of money by any SLCO, unless such exception is approved by any SLCO, (d) list an unsubordinated mortgage, deed of trust, judgment, lien or other encumbrance, contract or purchase option, which would, if foreclosed or enforced, take priority over and eliminate the interest of the Acquiring Sponsor, the FSCMCO, any SLCO and any Title Holders in the Easement in the Eligible Property, (e) provide for the lien of unpaid taxes or show any taxes or any other charges or assessments as unpaid,

unless such taxes, charges or assessments are not yet due and payable, (f) are the preprinted standard exceptions (unless any preprinted exception would require a survey acceptable to the title company in order to remove such exception and a decision has been made not to obtain such a survey pursuant to Section 4.2.4) or (g) any exception unacceptable to the FSCMCO, any SLCO or any Title Holder.

4.2.8. Evidence of Authority. For any Deed, Easement and Contract, executed by (a) the Acquiring Sponsor and any Title Holder with (b) any entity conveying such interest to the Acquiring Sponsor and any Title Holder, the Acquiring Sponsor shall ensure that any such entity is a validly existing legal entity, in good standing (if applicable for that particular type of entity), has the authority to enter into the transaction and into the respective documents evidencing the transaction, and the persons signing on its behalf hold the offices or positions described and are duly authorized to do so. The Sponsor and Rural Legacy Board or designee shall review any organizational documents of the entity attached as well as a Good Standing Certificate, if issued for the particular type of entity by the State Department of Assessments and Taxation.

4.2.9. Environmental Assessment. The Contract shall provide the Acquiring Sponsor, the FSCMCO, the SLCO, if any, and any Title Holder with the right to conduct an environmental site assessment of the Eligible Property. The Acquiring Sponsor, the FSCMCO, and any Title Holder shall, at a minimum, complete or cause to have completed an environmental site assessment of the Eligible Property, in form and content acceptable to the Acquiring Sponsor, the FSCMCO, any Title Holder, Rural Legacy Board or designee. The environmental site assessment form prepared as a result of such environmental site assessment shall be attached to the Project Agreement, documenting at a minimum the physical inspection of the Eligible Property and the findings from an inquiry into the historical uses of the Eligible Property. If any environmental hazard is found or suspected, it is to be listed in the Project Agreement with a proposed plan for addressing such environmental hazards. If a SLCO is to be the Title Holder, the SLCO may have requirements on the form of the environmental site assessment and the proposal for handling any suspected or found environmental hazards.

4.2.10. Easement on Fee Simple Property. Either simultaneously with its acquisition by the Acquiring Sponsor and any Title Holders or before any reimbursement for such acquisition shall be made hereunder, an Eligible Property which is a fee simple estate interest, shall be encumbered with a conservation easement which shall be duly executed and recorded among the land records where the Eligible Property is located following the recordation of the Deed. If the Acquiring Sponsor is a land trust, the Easement shall be also held by a FSCMCO. The Easement shall be in form and content acceptable to the RLB, any Title Holder, the FSCMCO and the SLCO, if any.

4.3. Local Government as Title Holder. Notwithstanding the foregoing and unless the SLCO indicates in writing to the RLB to the contrary at the time the SLCO agrees to be a Title Holder, if a Local Government is an Easement or fee simple estate Title Holder, then the Local Government shall approve matters of title, metes and bounds description, survey and environmental assessment, and the attorney for such Local Government shall sign the Deed or

Easement as prepared by or under the supervision of an attorney and as to form and legal sufficiency, and the approval of the Local Government shall be evidenced by the duly authorized signatures on the Deed or the Easement of the Local Government and the written assurance of the Local Government to the RLB that the Local Government has duly investigated matters of title, metes and bounds description, survey and environmental assessment, does not believe the information revealed in the title, metes and bounds description, survey and environmental assessment would defeat the purpose of the Program, is satisfied with and willing to assume any risks revealed therefrom.

4.4. Other Permitted Real Estate Interests. If the Permitted Real Estate Interest is not an Easement or a fee simple estate interest, the requirements for this Section 4 will be set forth in an Addendum to this Agreement.

Section 5. Disposal of Fee Simple Property.

The Acquiring Sponsor may dispose of the Acquiring Sponsor's fee simple estate interest in an Eligible Property acquired with all or a portion of the Total Grant Amount under this Agreement pursuant to the Rural Legacy Manual, subject to approval by and in accordance with conditions imposed by the RLB, including but not limited to special requirements regarding bond monies as set forth in the Rural Legacy Manual, the Law and other federal and state laws. A conservation easement approved by the RLB or its designee shall be placed on the property before transfer to another entity. Pursuant to the Rural Legacy Manual, funds derived from the disposal of an Eligible Property during the Grant Period may be used by the Acquiring Sponsor for other acquisitions of Eligible Property or Properties provided such acquisitions comply with all the requirements of this Agreement for acquisition of Eligible Properties.

Section 6. Reimbursement of Costs.

6.1. Overview. Each Project Agreement for each Eligible Property represents a separate transaction for purposes of determining the amount of the Total Grant Amount which shall be allocated as Project Costs for that particular Eligible Property. Project Costs may include direct (contract) cost, incidental costs, administrative costs, and easement monitoring costs as provided in the Law. That portion of the Total Grant Amount which is used to reimburse an Acquiring Sponsor for direct costs incurred in the acquisition of an Eligible Property shall not, when combined with all other funds used by or available to the Acquiring Sponsor for such acquisition, exceed one hundred percent (100%) of the cost of acquiring the Eligible Property.

6.2. Retroactivity. Retroactive costs prior to the Grant Period are not allowed.

6.3. Approved Project Costs. The requirements for and procedures governing payment of Approved Project Costs are set forth in the Rural Legacy Manual.

6.4. Program Compliance Costs. Depending on the fund source (i.e. whether bond funds are used to fund the Grant), a portion of the Grant, not to exceed one and one-half

percent (1½ %) of each Easement purchase cost, may be used to pay for program compliance costs for monitoring Easements. To be eligible, Acquiring Sponsors must document that payments for monitoring costs will be placed in an endowment or other special account to be made available only to the Grantee for the purpose of monitoring the specific Easement acquired with Rural Legacy funds. Fees charged for program compliance for Easement monitoring will be invested in a long term, managed investment account, the principal of which may not be withdrawn or used without the approval of the RLB. Additional provisions regarding program compliance costs are set forth in the Rural Legacy Manual.

6.5. Advance Payment. The Acquiring Sponsor should, as a general rule, submit requests for reimbursement for administrative and incidental costs to the Rural Legacy Program. Under special conditions approved by the Board in this Grant Agreement, for Acquiring Sponsors that may be unable to initiate acquisition efforts without pre-payment of certain administrative or planning costs, an Acquiring Sponsor may request a portion of their allowed administrative costs in advance. This advance payment shall be deducted from the allowable three percent (3%) of the Total Grant Amount which is allowable for administrative costs. An Acquiring Sponsor may also request an advance payment of funds to cover a portion or all of the anticipated direct costs of an acquisition itemized in a Project Agreement and approved by the RLB and the BPW, to be available for payment at settlement.

6.6. Documentation of Expenditures. Each expenditure submitted for payment or reimbursement consideration shall be justified by providing the following information to the Rural Legacy Program: copy of the recorded deed, copy of the final title policy, copy of settlement sheet, copies of invoices for any costs not shown on the settlement sheet, and justification of administrative costs. The Acquiring Sponsor shall maintain satisfactory financial accounts, documents, and records, and shall make them available to staff of the RLB for auditing at reasonable times. Such accounts, documents and records shall be retained by the Acquiring Sponsor for three (3) years following project termination.

Section 7. Stewardship and Monitoring for Program Compliance.

The Local Government and the Land Trust shall establish an Easement stewardship program based upon national standards and practices and involving Easement inspections at least every three (3) years. The Sponsor will submit the program to the RLB for review with the annual report required by Section 8.2.

Section 8. Reporting.

8.1. INTENTIONALLY DELETED.

8.2. Annual Report. The Local Government, in coordination with the Land Trust, shall provide an annual report of activities to the RLB in a format provided by the RLB (the "Annual Report"). The Annual Report shall be due thirty (30) days after the end of the state fiscal year.

Section 9. Indemnification. The Sponsor shall, to the fullest extent permitted by law, indemnify, save harmless and defend the State of Maryland and all of its representatives from all suits, actions, or claims of any character, brought on account of any injuries or damage sustained by any person or property as a result of the Sponsor's activities, including the activities of its employees, agents, representatives or subcontractors, in connection with its performance under this Agreement.

Section 10. Sponsor's Failure to Perform; Remedies.

If the Sponsor fails to perform its obligations under this Agreement in whole or in part, the RLB or the State of Maryland may exercise any or all of the remedies set forth below, either jointly and severally against the Local Government, and the Land Trust, or against one or more of them, at the sole discretion of the State of Maryland and the RLB:

- A. Withhold payment of funds under this Agreement until the Sponsor performs its obligations, after notice is provided to the Sponsor of the violation of this Agreement and opportunity is provided for compliance satisfactory to the Board;
- B. Perform the Sponsor's obligations, including but not limited to, maintaining, operating or repairing the Eligible Property to protect it from further damage, using funds available under this Agreement;
- C. Collect damages from the Sponsor for the costs of performing the Sponsor's obligations, after notice is provided to the Sponsor of the violation of this Agreement and opportunity is provided for compliance satisfactory to the Board;
- D. Terminate the Agreement in whole or in part;
- E. Withhold approval of any grant request submitted by the Sponsor to the RLB under this Agreement;
- F. Debar the Sponsor from applying for future Program funds; and
- G. Initiate legal action to enforce the terms of this Agreement, the Easement and/ or exercise any other right or remedy under the Law or available at law or in equity.

Section 11. Notices. Any notice provided hereunder shall be in writing and shall be deemed to have been received: (a) on the date of delivery, if given by hand delivery and signed for by the recipient party, or (b) on the next business day following delivery to an overnight delivery or other messenger service, if given by an overnight delivery or other messenger delivery service and signed for or refused by the recipient party, or (c) on the date of actual receipt of delivery or refusal of delivery or return by the United States mails as undeliverable at the address shown, if given by certified mail in the United States mails, postage prepaid, return

receipt requested. Any notice provided hereunder shall be provided to the addresses shown on Page One of this Agreement or to such other address in the United States as the party changing its address may designate from time to time by notice to the other parties.

Section 12. Miscellaneous.

12.1. Assignment. This Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors and assigns, including by way of privity of estate and contract, provided however that nothing herein shall be construed to mean that the Sponsor has the right to assign this Agreement or all or any portion of the Total Grant Amount hereunder. Nothing in this Agreement, expressed or implied, is intended to confer upon or against any other person, corporation or government unit, any right or remedy under or by reason of this Agreement.

12.2. Complete Understanding. This Agreement and all attachments incorporated herein represent the complete understanding between the parties hereto and supersede all prior negotiations, representations, statements and agreements.

12.3. Amendment. This Agreement may be amended by an agreement in writing between the Sponsor and the RLB, provided that approval of the BPW shall be required for any amendment to increase the Total Grant Amount.

12.4. Waiver. No party shall be deemed to have waived the exercise of any right which it holds hereunder unless such waiver is made expressly and in writing.

12.5. Applicable Law. This Agreement shall be given effect and construed by application of Maryland law, and any action or proceeding arising hereunder shall be brought in the courts of Maryland.

12.6. Exhibits. Each writing or plat referred to herein as being attached as an attachment is hereby made a part of this Agreement.

12.7. Disclaimer of partnership status. Nothing in the provisions of this Agreement shall be deemed in any way to create between the parties hereto any relationship of partnership, joint venture or association, and the parties hereto hereby disclaim the existence of any such relationship.

12.8. Nondiscrimination. Sponsor agrees not to discriminate against any employee, applicant for employment, or other person because of sex, race, age, creed, color, religious affiliation, mental or physical handicap, national origin, ancestry or marital status and to comply with the terms, intent and provisions of Title VII of the Civil Rights Act of 1964 P.L. 88-354 (1964) and its amendments, Article 49B Sections 14 to 18 (Discrimination in

Employment) of the Annotated Code of Maryland (1994 Replacement Volume and its amendments), and the Americans with Disabilities Act of 1990, P.L. 101-336 and its amendments, and with all local, state and federal laws now or hereinafter enacted to effectuate the goals of the aforesaid statutes.

12.9. Financial Disclosure. Sponsor agrees to comply with State Finance and Procurement Article, Section 13-221 of the Annotated Code of Maryland which requires that every business that enters into contracts, leases or other agreements with the State of Maryland, including its agencies; and receives in the aggregate of One Hundred Thousand Dollars (\$100,000.00) or more during a calendar year shall within thirty (30) days of the time when the One Hundred Thousand Dollars (\$100,000.00) is reached, file with the Maryland Secretary of State a list containing the names and addresses of its resident agent, each of its officers, and any individual who is a beneficial owner of five percent (5%) or more of the contracting business.

12.10. No Contingent Fees. Sponsor warrants that it has not employed or retained any person, partnership, corporation or other entity, other than a bona fide employee or agent working for them, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee or agent, any fee or any other consideration contingent on the making of this Agreement.

12.11. Political Contribution Disclosure. Sponsor shall comply with the provisions of Article 33, Sections 30.1 through 30.4 of the Annotated Code of Maryland, which require that every person that enters into contracts, leases, or other agreements with the State of Maryland, including its agencies, during a calendar year under which the person receives in the aggregate Ten Thousand Dollars (\$10,000.00) or more shall, on or before February 1 of the following year, file with the Maryland Secretary of State certain specified information to include disclosure of political contributions in excess of One Hundred Dollars (\$100.00) to a candidate for elective office in any primary or general election.

12.12. Effective Date. This Agreement shall be effective upon the execution of this Agreement by all of the parties to this Agreement (the "Effective Date").

12.13. Captions. Caption and headings in this Agreement are for ease of reference only and shall not be deemed a part of or have any meaning in the interpretation of this Agreement.

12.14. Certificate of Corporation. The Land Trust hereby certifies that it is a domestic not-for-profit corporation which is registered or qualified in accordance with the Corporations and Associations Article of the Annotated Code of Maryland and is in good standing and has filed all its annual reports with the State of Maryland Department of Assessments and Taxation and registrations and any other requirements required pursuant to the laws of the State of Maryland regarding not-for-profit corporations.

The Land Trust further certifies that as of the date of this Agreement, the Land Trust has paid all taxes due to the State of Maryland and has filed all required returns and reports with the Comptroller of the Treasury, the State Department of Assessments and Taxation, and Employment Security Administration and paid all withholding Taxes due to the State of Maryland.

12.15. Joint and Several Liability. The Sponsor shall be jointly and severally liable under this Agreement.

SIGNATURES BEGIN ON THE NEXT PAGE

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date entered below under their respective signatures.

WITNESS/ATTEST:

Ralph D. Taylor
(Signature)

Ralph D. Taylor
(Print Name)

WITNESS/ATTEST:

(Signature)

(Print Name)

WITNESS/ATTEST:

(Signature)

(Print Name)

WITNESS/ATTEST:

(Signature)

(Print Name)

COMMISSIONERS FOR SOMERSET
COUNTY:

BY: Randy Laird (SEAL)

Randy Laird
President

DATE: 10-16-18



COUNTY
COMMISSIONERS OF WORCESTER
COUNTY, MARYLAND:

BY: _____ (SEAL)

Diana Purcell
President

DATE: _____

THE NATURE CONSERVANCY:

BY: _____ (SEAL)

Timothy Purinton
Executive Director

DATE: _____

STATE OF MARYLAND
RURAL LEGACY BOARD:

BY: _____ (SEAL)

Mark Belton
Chairman, Rural Legacy Board

DATE: _____

Approved as to form and legal sufficiency
this _____ day of _____, 2018.

Assistant Attorney General

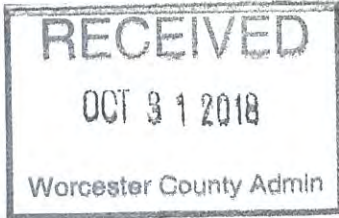
Approved as to form and legal sufficiency
this 12th day of October, 2018.



City Solicitor / County Attorney

Approved as to form and legal sufficiency
this _____ day of _____, 2018.

City Solicitor / County Attorney



16

Worcester County
Department of Environmental Programs

Memorandum

To: Harold L. Higgins, Chief Administrative Officer

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

Subject: **Proposed Relocation of Kitts Branch Tax Ditch**
Tax Map 25, Parcel 460, Berlin, MD
Viewers Report Committee Request

Date: October 30, 2018

In order to develop their parcel, the owners of the above referenced property are proposing to relocate the existing tax ditch which is a part of the Kitts Branch Public Drainage Association (PDA).

PDA's are independent political subdivisions of the State and whose purpose are to locate and establish a ditch and establish and maintain drainage systems. A PDA may acquire, hold and convey property. The law that currently regulates PDA's is located in Title 26 of the Local Government Article of the Annotated Code of Maryland. . In the Coastal Bays Watershed, our tax ditches are made up of some 55.8 miles of maintained channel.

PDA Managers are charged with implementing, controlling and supervising an approved drainage project. They supervise the ditches annual upkeep in a cost-effective and environmentally-sensitive manner in accordance with the approved operation and maintenance plan. The Managers may impose assessments on benefited land based on certain land classification, i.e., woodland, cropland, residential and commercial land. These assessments are what the County Commissioners certify every year to the County Treasurer. State law allows for the Managers to request the Commissioners to appoint a subsequent board of viewers "to determine if the original determination as to which lands have benefited from the improvements changed". The Board of Viewers shall report its findings to the County Commissioners. This report is written to protect the property owners in the PDA, ensure the work proposed is feasible that it will benefit the public or promote the public health, safety or welfare and will benefit the land to be affected by the drainage project,

Citizens and Government Working Together

The County Attorney has met with County staff and communicated steps forward with the owner's representative, Mark Cropper. Those steps would include:

1. Owner to prepare a detailed engineering report and plan (Attached).
2. The County Commissioners would appoint a new Board of Viewers.
3. The new Board of Viewers would review and submit a final report with recommendations to the Commissioners.
4. The Commissioners would advertise and hold a public hearing on the relocation plan.
5. The Commissioners approve or disapprove the relocation plan.

The newly appointed Board of Viewers, in the course of their examinations, will have the ability to engage the services of an engineer to provide any technical services needed by the Board.

If the plan is approved, the owners would also need to apply for local and state permits for any work and we are aware that they have started the process to secure those approvals.

The Board of Viewers should consist of three (3) to five (5) impartial individuals who reside in the vicinity of the drainage association. The individuals that are appointed should indicate their acceptance of such an assignment before performing any tasks related to the review of this report. Compensation will be paid to the members for meetings and mileage will also be reimbursed in a manner similar to other County boards. Public notifications of the intention to proceed in their duties and state agency notifications will also be done by County staff prior to the Board of Viewers's review meetings.

This is a technical report and would also require some local knowledge, especially concerning agricultural drainage and general operations. The appointments to this Board should include individuals with either a working knowledge of ditch management and alteration practices, or the technical background to review and comment on the adequacy, feasibility, cost, and public benefits for the conclusions and findings in the report. They will also be supported by an engineer not on the Board who will provide the necessary technical backup for their evaluation of the completeness and accuracy of the report.

With those qualifications in mind, we respectfully offer the following pool of individuals for consideration for appointments to the Board of Viewers:

- From the working agricultural community: David Bradford Sr. (manager for an adjacent PDA), Allen Hudson
- From the consulting community: Bobby Shockley (SWM plans reviewer, former District employee), Lee Gillis (surveyor)
- From County Staff: John Ross (Deputy Director of Public Works, professional engineer)

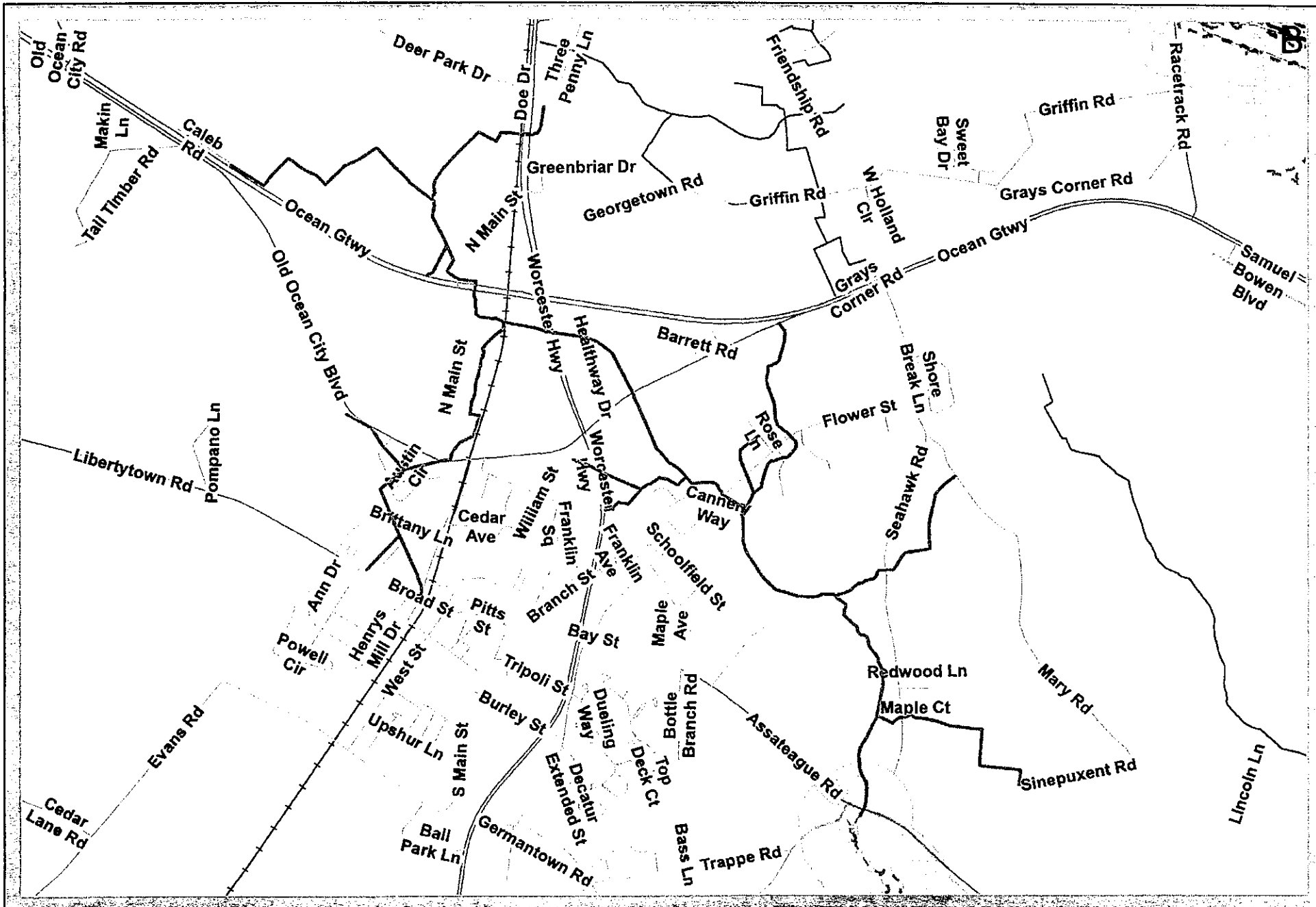
Citizens and Government Working Together

Once the County Commissioners make these appointments, County staff can work with the new board to schedule their work and confirm any arrangements with the property owner in this process.

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

Attachments

cc: Kelly Shannahan/Assistant Chief Administrative Officer
Maureen Howarth/County Attorney
Phil Thompson/Finance Officer
David Bradford/Deputy Director



Kitts Branch PDA



*Map intended to be used for guidance purposes only



2016 Imagery
 Map generated by the Dept. of Environmental Programs
 October 30, 2018
 D. Bradford

Law Offices
AYRES, JENKINS, GORDY & ALMAND, P.A.
6200 COASTAL HIGHWAY, SUITE 200
OCEAN CITY, MARYLAND 21842

GUY R. AYRES III
M. DEAN JENKINS
JAMES W. ALMAND
WILLIAM E. ESHAM, III
MARK SPENCER CROPPER
BRUCE F. BRIGHT
HEATHER E. STANSBURY

(410) 723-1400
FAX (410) 723-1861

OCEAN PINES OFFICE
11047 RACETRACK ROAD
BERLIN, MARYLAND 21811
(410) 641-5033
FAX (410) 641-6926

Reply to Ocean City Office

OF COUNSEL
HAROLD B. GORDY, JR.

July 30, 2018

Mr. Doug Jones
District Manager
Maryland Department of Agriculture
Office of Resource Conservation
Worcester Soil Conservation District
304 Commerce Street
Snow Hill, MD 21863

Mr. John A. Taylor
Chairman
Public Drainage Association
10308 Caleb Road
Berlin, MD 21811

RE: Phil Houck/Proposed Relocation of Kitts
Branch – Tax Map 25/Parcel 460,
Berlin, MD

Dear Mr. Jones and Mr. Taylor,

This letter will confirm that I represent Phil Houck, who owns certain unimproved real property located in Berlin, Maryland, also identified as Tax Map 25, Parcel 460 (the "Property"). Beginning in 2009, Mr. Houck commenced the process to obtain the necessary regulatory permits and other approvals to develop a commercial warehouse facility on the Property (the "Project"). In order to develop the Property as desired, it is necessary to relocate a portion of Kitts Branch approximately 490 feet in length, which is part of a Public Drainage Association ("PDA"). For a more detailed description of the needed alteration, I have attached a letter dated August 22, 2017, and "Project Description" previously prepared by Edward M. Launay, the principle of Environmental Resources, Inc., that was delivered to Ms. Karen Hoy, Agricultural Resource Conservation Specialist, PDA Coordinator, Maryland Department of Agriculture, attached as Exhibit "A". As part that enclosure, please note Non-tidal Wetlands and Waterways Permit #200861986/08-NT-2082 issued by the State of Maryland, Department of the Environment ("MDE"), Water Management Administration (the "Original MDE Permit") issued to Mr. Houck on January 19, 2010, which authorized certain regulated activity regarding the Project. On August 23, 2017, Ms. Hoy acknowledged receipt of Mr. Launay's package and also recommended that he contact the Kitts Branch PDA Managers regarding the request, in

particular its chairman, Mr. John Taylor. I am informed that Mr. Taylor had approved of the changes to Kitts Branch prior to the issuance of the Original MDE Permit. On August 25, 2017, and at the request of Ms. Hoy, Mr. Launay forwarded to her a "one sheet" copy of the proposed site plan reflecting the requested modifications to the ditch, a copy of which is attached as Exhibit "B". By the letter dated September 1, 2017, Mr. Launay received an acknowledgement from Jessica Lord, Natural Resource Planner I of the Wetlands and Waterways Program, Water and Science Administration for MDE, relative to a Joint Application for construction in a regulated waterway, a copy of which is attached as Exhibit "C".

On October 4, 2017, and as a result of the efforts described above, MDE issued to Mr. Houck a new MDE Permit #201761680/17-NT-2099 (the "New MDE Permit"), with an expiration date of October 4, 2022, allowing (essentially) the same activities to be conducted in regulated waters of the State and authorized in the Original MDE Permit, a copy of the New MDE Permit being attached as Exhibit "D". A Stormwater Management Waiver Approval was requested from the Town of Berlin, Review No. SWM-2017-003, which was granted by letter dated December 21, 2017, attached as Exhibit "E". That letter found the waiver request to be *"acceptable understanding that the channel relocation has been reviewed and approved by the Maryland Department of the Environment (MDE), Authorization to Proceed Number 2017160/17-NT-2099 (Authorization) dated October 4, 2017."*

Throughout the process outlined above, my client was aware that the PDA must approve the desired ditch relocation. Numerous meetings and conversations occurred between Mr. Jones, Frank Lynch and others in order to obtain the needed approval. Because these efforts came to the attention of Mr. David M. Bradford, Jr., Deputy Director, Department of Environmental Programs for Worcester County, he (Mr. Bradford) sent a letter to Mr. Houck dated April 19, 2018, which referenced the Project and outlined the process to be undertaken to achieve a relocation of the ditch, as envisioned by him, also attaching thereto a copy of what he believes to be the applicable provisions of Title 26 (Public Drainage Association) Annotated Code of Maryland (the "Code"), a copy of which is attached as Exhibit "F". Upon reviewing Mr. Bradford's letter and attachments, I discussed same with Maureen Howarth, as the attorney for Worcester County, who represents Mr. Bradford's department.

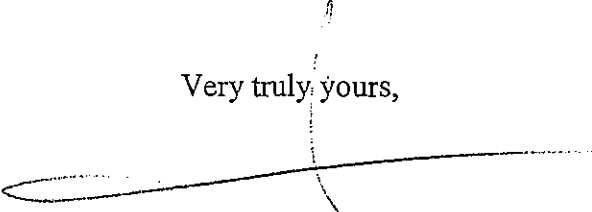
Even though I can find no provision in the Code that prohibits a PDA from approving the requested relocation of the subject ditch, there certainly appears to be a question on your part, and possibly others, whether the PDA has the legal authority to authorize same. For clarity, I am of the opinion that, if the Code allows the PDA to create a tax ditch, the Code allows the PDA to approve the relocation or modification of a tax ditch.

Accordingly, please accept this letter as my client's official request to relocate the required portion of Kitts Branch as described in the attachments. If the PDA does not believe that it has the legal authority to approve the request, please reply with the legal foundation for that position. If additional information is needed from me to evaluate this request, please advise and it will be provided forthwith.

It is my intention by this letter to outline the history of this project and formally request an approval from the PDA. If the approval is ultimately granted, the Project will proceed and no further administrative or judicial review will be necessary. If not approved, all parties will be aware of the process to be undertaken to either achieve the requested relocation of the ditch or pursue the necessary administrative or judicial remedies. I have copied numerous people with this letter, including, but not limited to, Maureen Howarth, Attorney for Worcester County.

Should you have any questions about this letter, do not hesitate to call. I look forward to hearing from you.

Very truly yours,



Mark Spencer Cropper

MSC:slc

Enclosures

cc: Philip Houck (w/ enclosures)
Karen Hoy, Agricultural Resource Conservation Spec., Dept. of Agriculture (w/ enclosures)
Maureen Howarth, Worcester County Attorney (w/ enclosures)
Bob Mitchell, Director, Department of Environmental Programs (w/ enclosures)
Laura Allen, Town Administrator, Town of Berlin (w/ enclosures)
David Englehart, Planning Director, Town of Berlin (w/ enclosures)
Atlantic Group & Associates, Inc. (w/ enclosures)
David M. Bradford, Jr., Department of Environmental Programs (w/ enclosures)

“Exhibit A”

410-677-0802 x5 O
karen.hoy@maryland.gov

On Tue, Aug 22, 2017 at 4:09 PM, Edward Launay <elaunay@ericonsultants.com> wrote:

August 22, 2017
ERI Job Number 388#0732

Ms. Karen Hoy
Agricultural Resource Conservation Specialist
PDA Coordinator
Maryland Department of Agriculture

RE: Proposed Channel Relocation
Parcel 460, Tax Map 25
Third Election District, Berlin, Worcester County Maryland
Applicant: Phil Houck

Dear Ms. Hoy,

Environmental Resources is contacting you in regard to the proposed relocation of a 490 foot portion of Kitts Branch which is part of a Public Drainage Association. The project would allow for the development of a commercial warehouse on the property. The property is located at the northwest corner of US Route 50 and MD Route 818. In 2009 I previously worked with Mike Dryden on this project who reviewed it and provided a positive recommendation to Mr. Steve Dawson of the MDE Nontidal Wetlands and Waterways Program. A Nontidal Wetlands and Waterways Permit (attached) was issued by MDE in January 2010. The project was never implemented.

The landowner has now filed for a new Nontidal Wetlands and Waterways Permit. I have also attached a project description and set of proposed 8 ½ x 11 plans as submitted with the MDE permit application for your review.

The proposed channel relocation project is similar to what was previously approved. The project eliminates two existing undersized culvert crossings with a single crossing using twin 48" diameter culverts. This matched culvert sizing downstream at MD Route 818.

I would like to ask you to look the attached materials over. I would ask that your office provide a response to Mr. Dawson indicating no objection to issuing of a new Nontidal Wetlands and Waterways Permit.

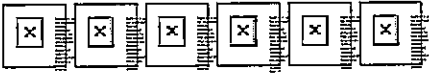
Upon your review of this email I am available at your convenience to discuss the project or answer any questions you might have.

Sincerely,

Edward M. Launay
Principal
Environmental Resources, Inc.
38173 DuPont Blvd.
Selbyville, Delaware 19975
(302) 436-9637

Attachments: Original MDE Permit
Project Description for proposed project
Project and Permit Drawings for proposed project

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Item 2a. PROJECT DESCRIPTION:

ERI Project No: 388#0732

The project location is Tax Map 25, Parcel 460 located in Berlin, Worcester County Maryland. The project is located near the Northwest corner of the intersection of U.S. Route 50 and MD Route 818. On January 19, 2010 a Nontidal Wetlands and Waterways Permit (200861986/07-NT-2082) was issued to Mr. Phil Houck to relocate a 605 foot section of a public drainage channel determined to be a "Waters of the U.S." and part of Kitts Branch in Berlin Maryland. The purpose of the project was to allow for the development of a commercial storage facility. Two existing channels would be eliminated.

The relocated channel would be 619 feet long with a single crossing consisting of twin 48 reinforced concrete pipes with associate rip rap armor protection. Implementation of the project provided enhanced stream flow capacity. The owner did not move forward with the project and the permit expired on January 19, 2013.

The owner now proposes to pursue development of the project with a commercial warehouse storage building. Since the existing drainage channel bisects the property the need remains to relocate a portion of the existing channel.

The proposed project is of a similar design to the previously approved project and the sizing of the single road crossing of the relocated channel remains twin 48" diameter reinforced concrete pipes proposed.

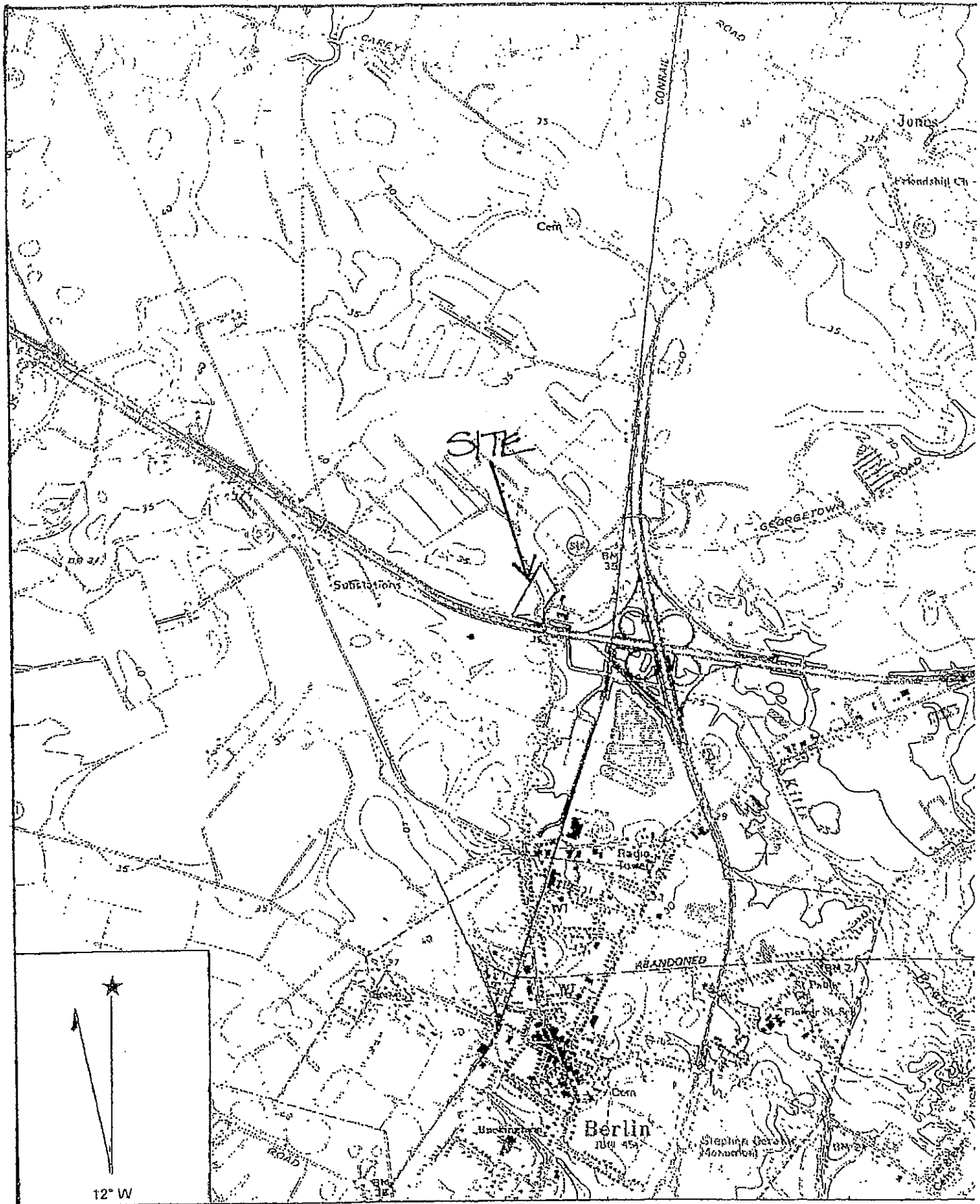
The currently proposed project will relocate and reconfigure a 420 linear foot portion of a "Waters of the U.S. Channel" including eliminating two existing culvert pipes. The channel will be filled with 350 cubic yards of clean select fill. The total area of fill is 4,991 square feet.

The relocated and reconfigured channel will be 490 feet long. Included in that is only a single proposed crossing using twin 48" diameter reinforced concrete culverts 54 feet long. A total of 5,183 square feet of waters of the U.S. will be created as part of the proposed improvements. Within the newly created waters of the U.S. 892 feet of new and reinforced rip rap is proposed to protect culvert outlets from scouring.

Similar to the project previously authorized in 2010, the current project exceeds the amount of waters of the U.S. Channel impacted or filled. Two undersized culvert crossings totaling 88.5 are removed and replaced by a single 54 foot long crossing, thereby increasing the length of day lighted Channel. The proposed culvert crossing is properly sized (twin 48" diameter). This matches the culvert sizing downstream of the site under MD Route 818.

The proposed channel relocation will allow for the construction of a commercial warehouse storage building consistent with the industrial zoning of the property.

Without the proposed drainage channel relocation, the applicant is prevented from any reasonable use of the narrow rectangular property since it is bisected by the existing drainage channel. When building setbacks are applied combined with construction offset from the existing ditch bank, a building envelope of sufficient size and configuration is not possible.



Name: BERLIN
 Date: 11/20/2007
 Scale: 1 inch equals 2000 feet

Location: 038° 20' 41.2" N 075° 13' 16.0" W
 Caption: FIGURE 4. USGS Topographic Map
 Approximate Property Boundary

LOCATION MAP FOR BAY TREE STORAGE

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LEGEND:

AREA OF WATERS OF U.S. TO BE FILLED AND REALIGNED:



AREA OF GRADING WITHIN 25' BUFFER:



AREA OF RIP RAP:



PROPOSED WATERS OF THE U.S. RELOCATED CHANNEL:



PROPOSED 48"x76" RCP ELLIPTICAL PIPE:



PROPOSED HEADWALL:

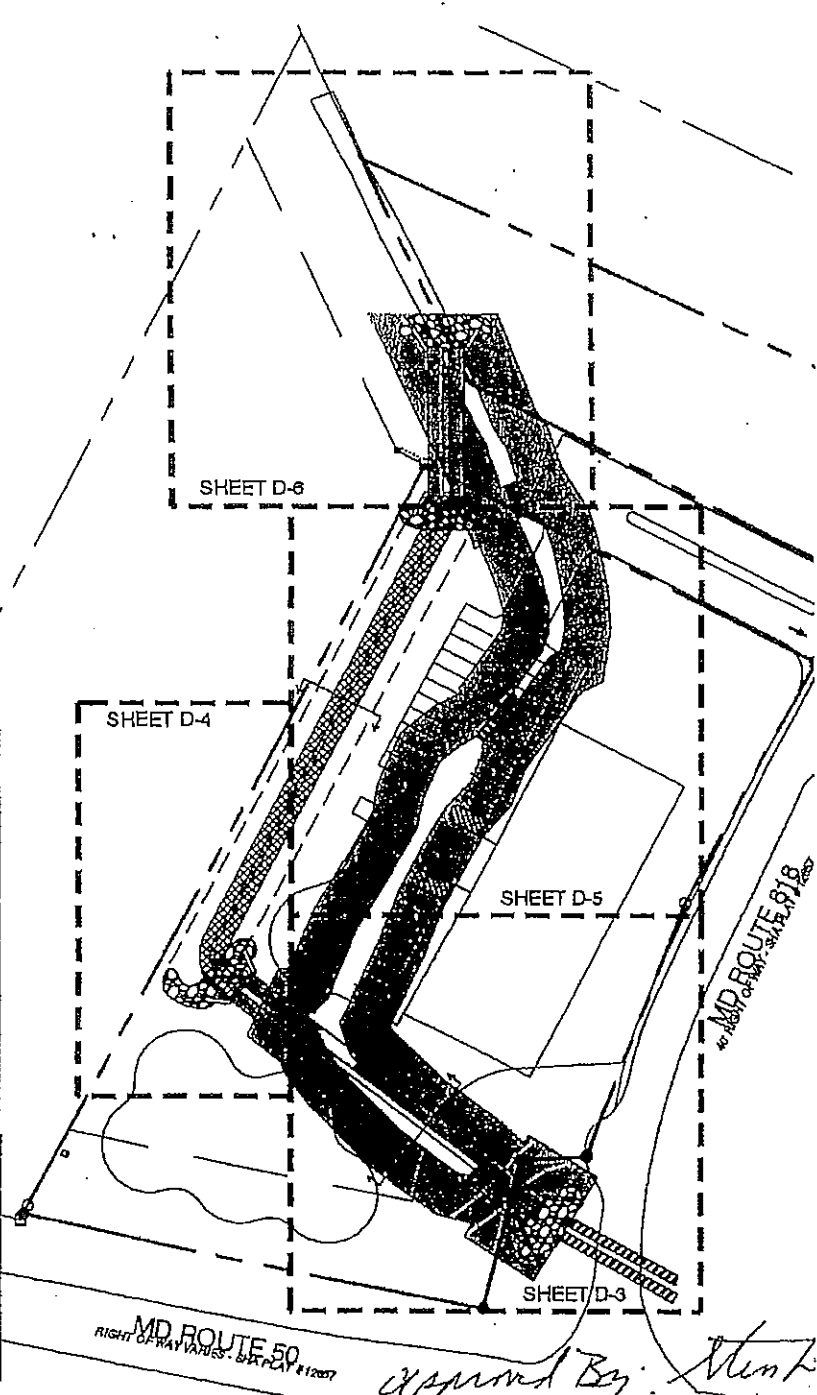


SUMMARY OF IMPACTS TO WATERS OF U.S.

AREA OF WATERS OF U.S. AND EXISTING CULVERTS TO BE FILLED AND REALIGNED THROUGH CULVERT AND PROPOSED CHANNEL:	5,079 SQ.FT.
AREA OF GRADING WITHIN 25' BUFFER:	31,105 SQ.FT.
PROPOSED NEW AND RECONFIGURED RIP RAP AREA OF STONE WITHIN WATERS OF U.S.:	546 SQ.FT.

PROPOSED CONDITIONS

WATERS OF U.S. CHANNEL INCLUDING RIP RAP:	4,891 SQ.FT.
48"x76" RCP ELLIPTICAL PIPE:	1,114 SQ.FT.
TOTAL:	6,005 SQ.FT.



Approved By: [Signature]
1/19/10




Atlantic Group
& Associates, Inc.

Civil Engineers
Lead Planners
Landscape Architects
Surveyors

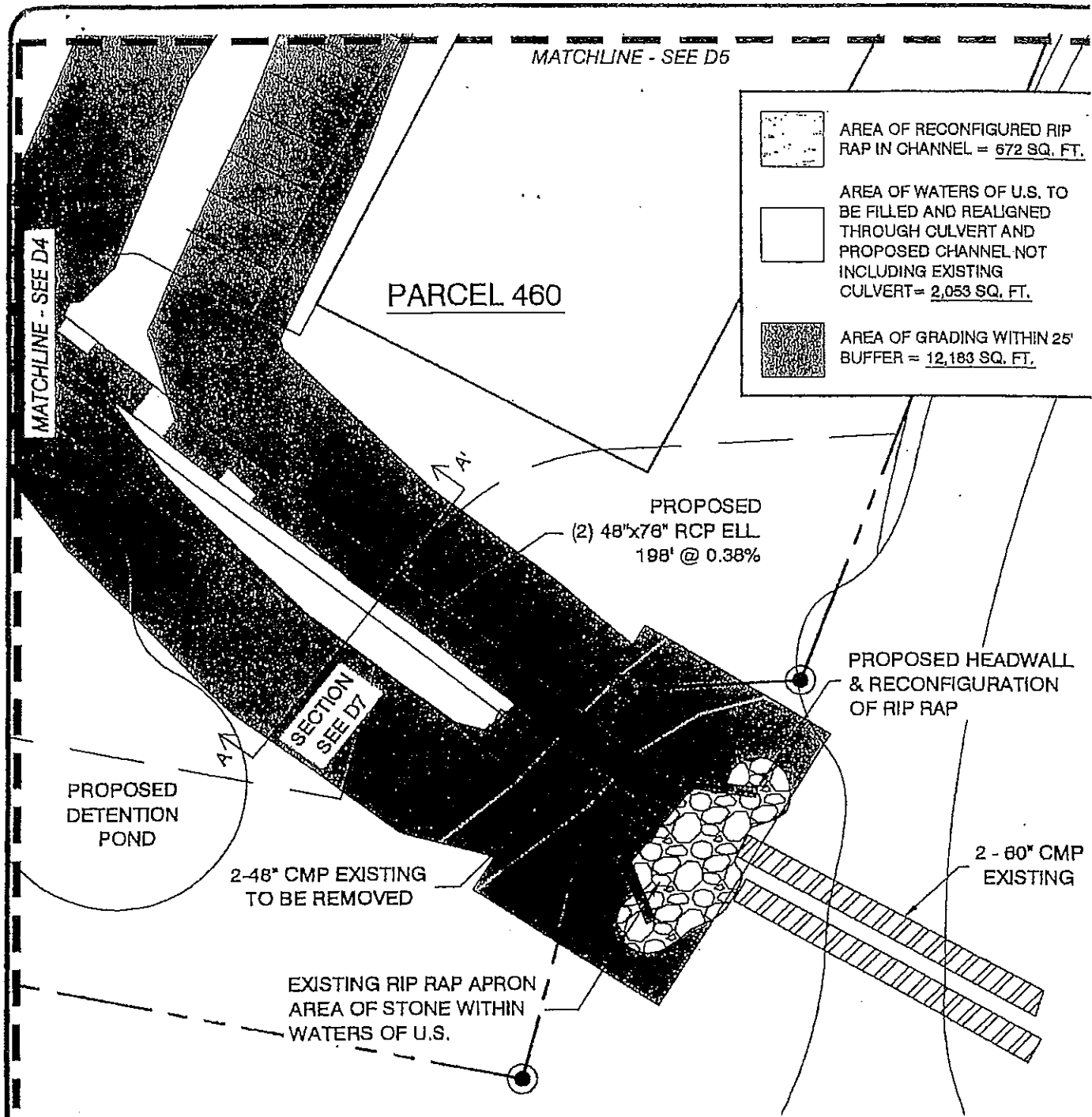
10044 Old Ocean City Boulevard Berlin, Maryland 21811 Ph.410.629.1160

Date:	10/21/08
Scale:	1" = 100'
Project No.:	126.07
File:	WETLAND
Drawn By:	BGP
Approved By:	CMC
Sheet:	D-2



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BAYTREE STORAGE KEY MAP



Atlantic Group
& Associates, Inc.

Civil Engineers
Land Planners
Landscape Architects
Surveyors

10044 Old Ocean City Boulevard Berlin, Maryland 21811 Ph.410.693.1199

Date: 10/21/08

Scale: 1" = 30'

Project No.: 126.07

File: IMPACT

Drawn By: BDP

Approved By: CMC

Sheet:

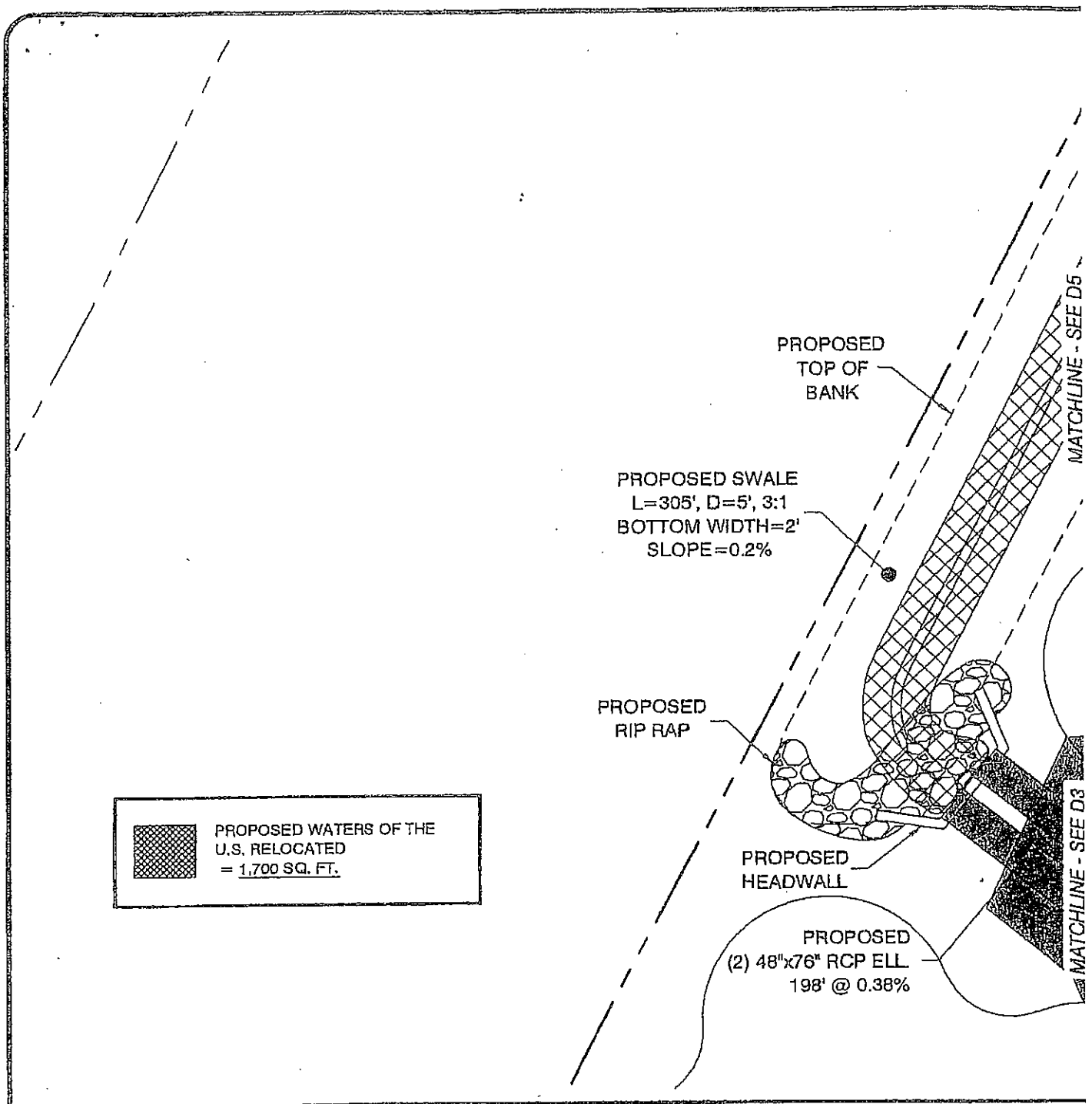



BAYTREE STORAGE

PROPOSED CULVERT & RELOCATION OF
WATERS OF U.S. (DRAINAGE DITCH)

D-3

14




 PROPOSED WATERS OF THE
 U.S. RELOCATED
 = 1,700 SQ. FT.




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Civil Engineers
Land Planners
Landscape Architects
Surveyors

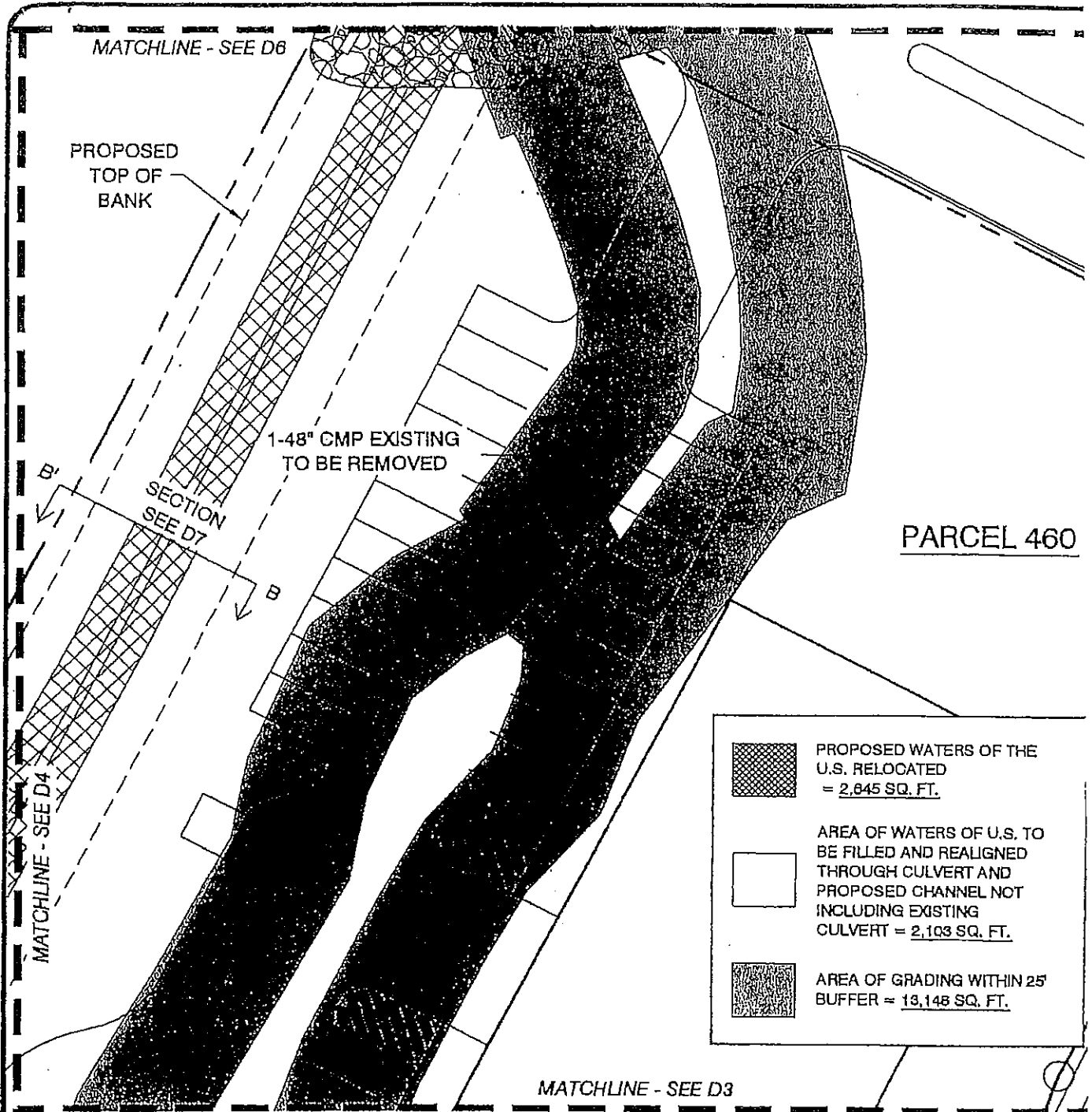
10044 Old Ocean City Boulevard Berlin, Maryland 21811 Ph. 410.629.1160

BAYTREE STORAGE
 PROPOSED CULVERT & RELOCATION OF
 WATERS OF U.S. (DRAINAGE DITCH)

Date:	10/21/08
Scale:	1" = 30'
Project No.:	126.07
File:	IMPACT
Drawn By:	BOP
Approved By:	CMC
Sheet:	D-4



15



	PROPOSED WATERS OF THE U.S. RELOCATED = 2,845 SQ. FT.
	AREA OF WATERS OF U.S. TO BE FILLED AND REALIGNED THROUGH CULVERT AND PROPOSED CHANNEL NOT INCLUDING EXISTING CULVERT = 2,103 SQ. FT.
	AREA OF GRADING WITHIN 25' BUFFER = 13,148 SQ. FT.




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& Associates, Inc.

Civil Engineers
Lead Planners
Landscape Architects
Surveyors

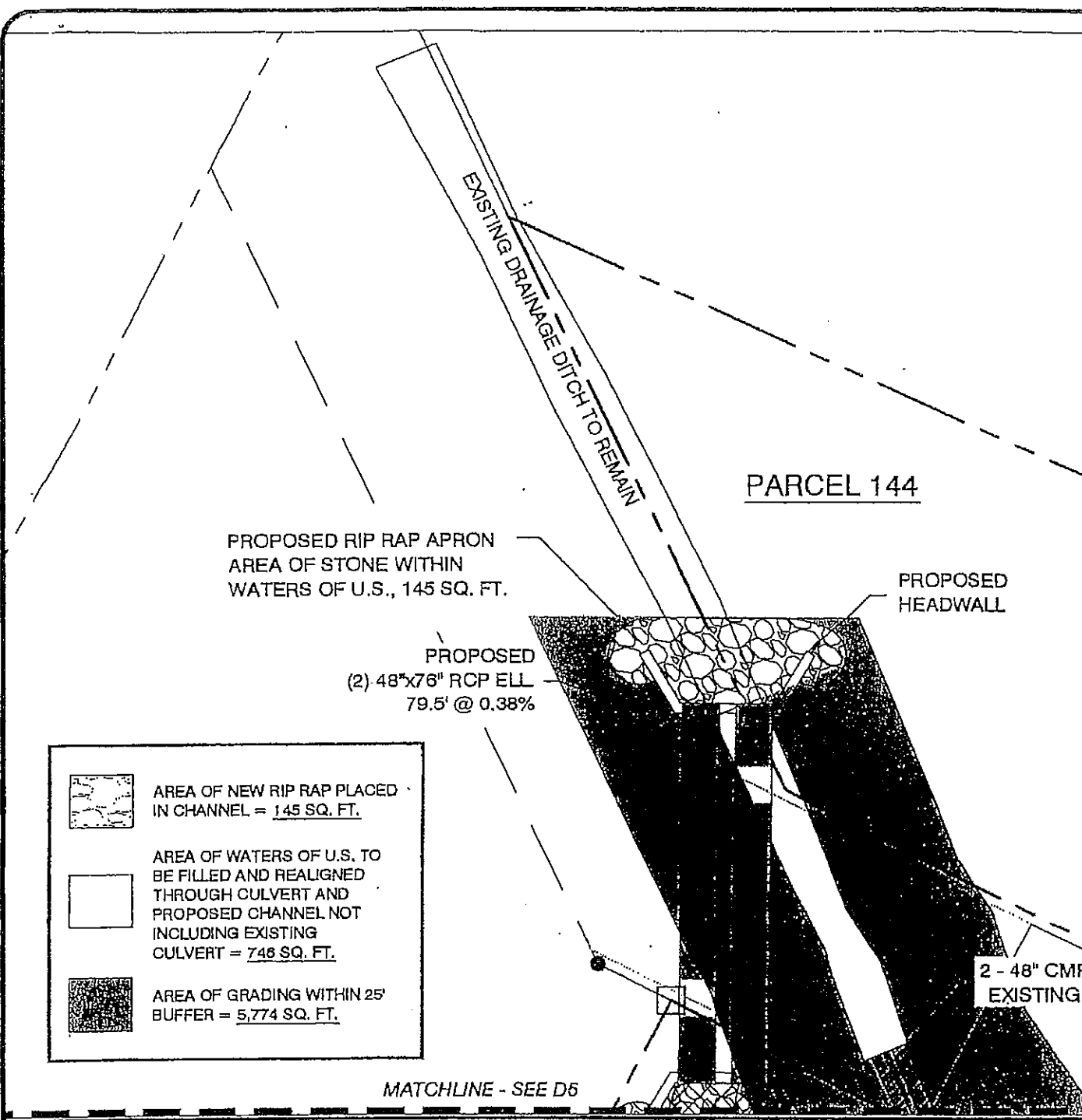
10044 Old Ocean City Boulevard Berlin, Maryland 21811 Ph. 410.629.1100




BAYTREE STORAGE
PROPOSED CULVERT & RELOCATION OF WATERS OF U.S. (DRAINAGE DITCH)

Date:	10/21/08
Scale:	1" = 30'
Project No.:	126.07
File:	IMPACT
Drawn By:	BDP
Approved By:	CMC
Sheet:	D-5



16



	AREA OF NEW RIP RAP PLACED IN CHANNEL = <u>145 SQ. FT.</u>
	AREA OF WATERS OF U.S. TO BE FILLED AND REALIGNED THROUGH CULVERT AND PROPOSED CHANNEL NOT INCLUDING EXISTING CULVERT = <u>746 SQ. FT.</u>
	AREA OF GRADING WITHIN 25' BUFFER = <u>5,774 SQ. FT.</u>

MATCHLINE - SEE D5



Atlantic Group
& Associates, Inc.

Civil Engineers
Land Planners
Landscape Architects
Surveyors

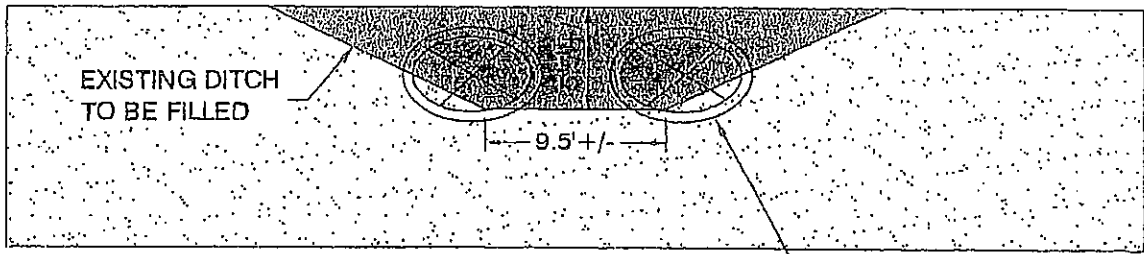
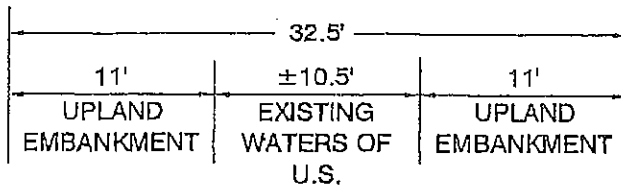
10044 Old Ocean City Boulevard Berlin, Maryland 21811 Ph. 410.689.1100

Date:	10/21/08
Scale:	1" = 30'
Project No.:	126.07
File:	IMPACT
Drawn By:	BDP
Approved By:	CMC
Sheet:	D-6

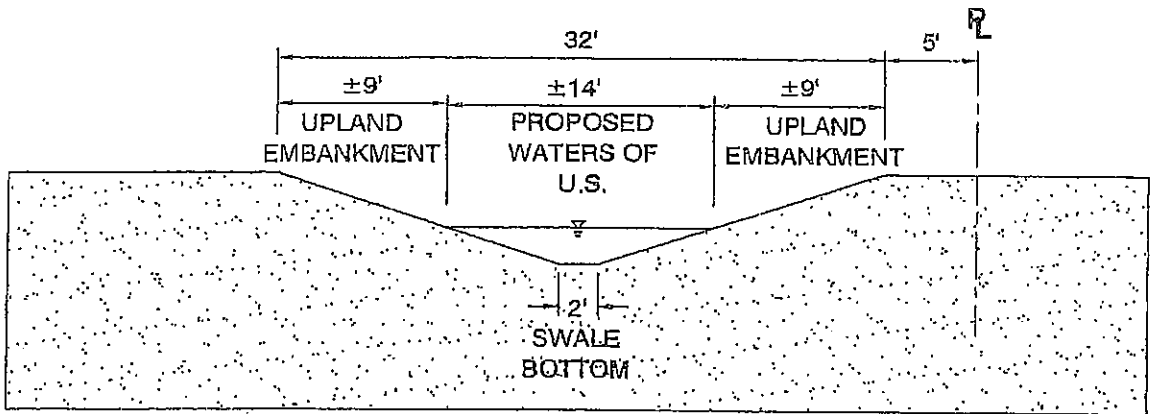


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BAYTREE STORAGE
PROPOSED CULVERT & RELOCATION OF WATERS OF U.S. (DRAINAGE DITCH)



SECTION A



SECTION B

Atlantic Group
& Associates, Inc.

Civil Engineer
Land Planner
Landscape Architects
Surveyors

10044 Old Ocean City Boulevard Berlin, Maryland 21811 Ph. 410.629.1100

Date:	10/21/08
Scale:	1" = 10'
Project No.:	126.07
File:	IMPACT
Drawn By:	BDP
Approved By:	CMC
Sheet:	D-7

NORTH

18

BAYTREE STORAGE
CROSS-SECTION A-A', B-B'

STATE OF MARYLAND
DEPARTMENT OF THE ENVIRONMENT
WATER MANAGEMENT ADMINISTRATION
NONTIDAL WETLANDS & WATERWAYS PERMIT

PERMIT/CERTIFICATION NUMBER: 200861986/08-NT-2082

EFFECTIVE DATE: January 19, 2010


EXPIRATION DATE: January 19, 2013

PERMITTEE: Baytree Storage/Phil Houck
Bull on the Beach Enterprises
12507 Sunset Ave.
Ocean City, MD. 21842



IN ACCORDANCE WITH ENVIRONMENT ARTICLE §5-503(A) AND §5-906(A), ANNOTATED CODE OF MARYLAND (1996 REPLACEMENT VOLUME), COMAR 26.17.04 AND 26.23.01, AND THE ATTACHED GENERAL AND SPECIFIC CONDITIONS, Baytree Storage/Phil Houck ("PERMITTEE"), IS HEREBY AUTHORIZED BY THE WATER MANAGEMENT ADMINISTRATION ("ADMINISTRATION") TO CONDUCT A REGULATED ACTIVITY IN A NONTIDAL WETLAND, BUFFER, OR EXPANDED BUFFER, AND/OR TO CHANGE THE COURSE, CURRENT OR CROSS-SECTION OF WATERS OF THE STATE, IN ACCORDANCE WITH THE ATTACHED PLANS APPROVED BY THE DIVISION ON January 19, 2010 ("APPROVED PLAN") AND PREPARED BY Atlantic Group and Associates, Inc. AND INCORPORATED HEREIN, AS DESCRIBED BELOW:

To relocate 605 linear feet of Kitts Branch involving the construction of 619 linear feet of relocated section, creating 4,345 square feet of waters of the State, installing twin 48 inch reinforced concrete pipes, and constructing rip rap armor protection totaling 546 square feet. This relocation will restore maintain drainage properties for the tax ditch and provide a suitable site for the construction of a storage facility with associated access, parking and stormwater management facilities. The site is located on the northeast corner of U.S. Route 50 and MD. Route 818, Berlin, Worcester County, Maryland.


Amanda L. Sigillito, Division Chief
Nontidal Wetlands & Waterways Division

FEB - 3 2010

Attachments: Permit Conditions

cc: Edward Lannay - ERI, Inc.
Dave Pushkar - WMA Compliance Division w/ file

200861986.NTF

GENERAL CONDITIONS

1. **Validity:** Permit is valid only for use by Permittee. Permit may be transferred only with prior written approval of the Administration. In the event of transfer, transferee agrees to comply with all terms and conditions of Permit.
2. **Initiation of Work, Modifications and Extension of Term:** Permittee shall initiate authorized activities within two (2) years of the Effective Date of this Permit or the Permit shall expire. Permittee may submit written requests to the Administration for (a) extension of the period for initiation of work, (b) modification of Permit, including the Approved Plan, or, (c) not later than 45 days prior to Expiration Date, an extension of the term. Requests for modifications shall be in accordance with applicable regulations and shall state reasons for changes, and shall indicate the impacts on nontidal wetlands, streams, and the floodplain, as applicable. The Administration may grant a request at its sole discretion.
3. **Responsibility and Compliance:** Permittee is fully responsible for all work performed, and activities authorized by Permit shall be performed in compliance with Permit and Approved Plan. Permittee agrees that a copy of the Permit and Approved Plan shall be kept at the construction site and provided to its employees, agents and contractors. A person (including Permittee, its employees, agents or contractors) who violates or fails to comply with the terms and conditions of Permit, Approved Plan or an administrative order may be subject to penalties in accordance with §5-514 and §5-911, Environment Article, Annotated Code of Maryland (1996 Replacement Volume).
4. **Failure to Comply:** If Permittee, its employees, agents or contractors fail to comply with Permit or Approved Plan, the Administration may, in its discretion, issue an administrative order requiring Permittee, its employees, agents and contractors to cease and desist any activities which violate Permit, or the Administration may take any other enforcement action available to it by law, including filing civil or criminal charges.
5. **Suspension or Revocation:** Permit may be suspended or revoked by the Administration, after notice of opportunity for a hearing, if Permittee: (a) submits false or inaccurate information in Permit application or subsequently required submittals; (b) deviates from the Approved Plan, specifications, terms and conditions; (c) violates, or is about to violate terms and conditions of Permit; (d) violates, or is about to violate, any regulation promulgated pursuant to Title 5, Environment Article, Annotated Code of Maryland as amended; (e) fails to post a bond if required pursuant to COMAR 26.23.04.04; (f) fails to allow authorized representatives of the Administration to enter the site of authorized activities at any reasonable time to conduct inspections and evaluations; (g) fails to comply with the requirements of an administrative action or order issued by the Administration; or (h) does not have vested rights under Permit and new information, changes in site conditions, or amended regulatory requirements necessitate revocation or suspension.
6. **Other Approvals:** Permit does not authorize any injury to private property, any invasion of rights, or any infringement of federal, State or local laws or regulations, nor does it obviate the need to obtain required authorization or approvals from other State, federal or local agencies as required by law.
7. **Site Access:** Permittee shall allow authorized representatives of the Administration access to the site of authorized activities during normal business hours to conduct inspections and evaluations necessary to assure compliance with Permit. Permittee shall provide necessary assistance to effectively and safely conduct such inspections and evaluations.
8. **Inspection Notification:** Permittee shall notify the Administration's Compliance Program at least five (5) days before starting activities authorized by Permit and five (5) days after completion. For Frederick, Washington, Allegany and Garrett counties, Permittee shall call the Frostburg office at (301) 689-8494. For all other counties,

call the Baltimore office at (410) 537-3510.

9. **Sediment Control**: Permittee shall obtain approval from the Worcester Soil Conservation District for a grading and sediment control plan specifying soil erosion control measures. The approved grading and sediment control plan shall be included in the Approved Plan, and shall be available at the construction site.

10. **Federally Mandated State Authorizations**:

X Water Quality Certification: Water Quality Certification is granted for this project provided that all work is performed in accordance with the authorized project description and associated conditions.

X Coastal Zone Consistency: This Permit constitutes official notification that authorized activities are consistent with the Maryland Coastal Zone Management Program, as required by Section 307 of the Federal Coastal Zone Management Act of 1972, as amended. Activities within the following counties are not subject to this requirement: Allegany, Carroll, Frederick, Garrett, Howard, Montgomery, and Washington.

11. **Best Management Practices During Construction**: Permittee, its employees, agents and contractors shall conduct authorized activities in a manner consistent with the Best Management Practices

12. **Disposal of Excess**: Unless otherwise shown on the Approved Plan, all excess fill, spoil material, debris, and construction material shall be disposed of outside of nontidal wetlands, nontidal wetlands buffers, and the 100-year floodplain, and in a location and manner which does not adversely impact surface or subsurface water flow into or out of nontidal wetlands.

13. **Temporary Staging Areas**: Temporary construction trailers or structures, staging areas and stockpiles shall not be located within nontidal wetlands, nontidal wetlands buffers, or the 100-year floodplain unless specifically included on the Approved Plan.

14. **Temporary Stream Access Crossings**: Temporary stream access crossings shall not be constructed or utilized unless shown on the Approved Plan. If temporary stream access crossings are determined necessary prior to initiation of work or at any time during construction, Permittee, its employees, agents or contractors shall submit a written request to the Administration and secure the necessary permits or approvals for such crossings before installation of the crossings. Temporary stream access crossings shall be removed and the disturbance stabilized prior to completion of authorized activities or with one (1) year of installation.

15. **Discharge**: Runoff or accumulated water containing sediment or other suspended materials shall not be discharged into waters of the State unless treated by an approved sediment control device or structure.

16. **Instream Construction Prohibition**:

 No instream construction is to occur in under this Permit.

X To protect important aquatic species, activities within stream channels are prohibited as determined by the classification of the stream (COMAR 26.08.02.08): Kitts Branch is a Use I waterway: In-stream work may not be conducted from March 1 through June 15, inclusive, of any year.

17. **Disturbance of Stream Channels**: Motor driven construction equipment shall not be allowed within the stream channel unless shown on Approved Plan or specifically authorized in writing by the Administration.

18. **Minimum Disturbance:** Any disturbance of stream banks, channel bottom, wetlands, and wetlands buffer authorized by Permit or Approved Plan shall be the minimum necessary to conduct permitted activities. All disturbed areas shall be stabilized vegetatively no later than seven (7) days after construction is completed or in accordance with the approved grading and sediment control plan.
19. **Restoration of Construction Site:** Permittee shall restore the construction site upon completion of authorized activities. Undercutting, meandering or degradation of the stream banks or channel bottom, any deposition of sediment or other materials, and any alteration of wetland vegetation, soils, or hydrology, resulting directly or indirectly from construction or authorized activities, shall be corrected by Permittee as directed by the Administration.
20. **Drainage:** Permittee shall ensure that existing drainage patterns remain unaltered. Existing flow, into and out of the wetland, shall be retained and no impediment to drainage may be created that would pose a potential flooding hazard.
21. **Nontidal Wetland Mitigation Requirement:** This project, as proposed, is self-mitigating.

This Nontidal Wetlands and Waterways Permit is granted subject to the following:

SPECIFIC NONTIDAL WETLANDS BEST MANAGEMENT PRACTICES

The following practices are part of the engineering design plans, entitled, Baytree Storage, Proposed Culvert & Relocation of Waters of U.S. (Drainage Ditch), under the heading of "Conditions and Best Management Practices", and must be followed:

- a) Strip, stockpile and maintain separately the top 6" of soil material from the wetland, to be replaced as the top layer of any backfilled material;
- b) Place materials in a location and manner which does not adversely impact surface or subsurface water flow into or out of the nontidal wetland and does not impede the existing drainage pattern or create a flooding hazard for adjacent properties;
- c) Use previously excavated material as backfill, unless it contains waste metal products, unsightly debris, toxic material or any other deleterious substance. Use clean borrow material when excavated material is not suitable for use as backfill;
- d) Place heavy equipment on mats or suitably design the equipment to prevent damage to the nontidal wetlands;
- e) Rectify any nontidal wetlands temporarily impacted by any proposed repair and maintenance activity or installation of the utility line. All temporary fills shall be removed in their entirety on or before the completion of construction, and annual vegetation must be used when any vegetative stabilization is performed. All stabilization in the wetland and buffer shall be of the following recommended species: Annual Ryegrass (*Lolium multiflorum*), Millet (*Setaria italica*), Barley (*Hordeum sp.*), Oats (*Uniola sp.*), and/or Rye (*Secale cereale*). These species will allow for the stabilization of the site while also allowing for the voluntary revegetation of natural wetland species. Other non-persistent vegetation may be acceptable, but must be approved by the Division. Kentucky 31 fescue shall not be utilized in the wetland or buffer areas. The area should be seeded and mulched to reduce erosion after construction activities have been completed;
- f) Repair and maintain any serviceable structure or fill so there is no permanent loss of nontidal wetlands in excess of nontidal wetlands lost under the original structure or fill, and
- g) After installation has been complete, make post construction grades and elevations of nontidal wetlands the same as the original grades and elevations. All backfill must be performed with material excavated from the site with the exception of riprap to be placed for the purposes of sediment and erosion control.

U.S. ARMY CORPS OF ENGINEERS AUTHORIZATION

The U.S. Army Corps of Engineers (Corps) has determined that this project qualifies for MDSPGP-3 authorization as a Category III activity. The terms and conditions of the MDSPGP-3, as outlined in the enclosed attachment, should be followed when performing the authorized work.



REPLY TO
ATTENTION OF

DEPARTMENT OF THE ARMY
BALTIMORE DISTRICT, U.S. ARMY CORPS OF ENGINEERS
P.O. BOX 1715
BALTIMORE, MD 21203-1715

Corps Permit Tracking No.: 200861986/08-NT-2082

Date: January 19, 2010

Permittee/Project Name: Baytree Storage/Phil Houck MDSPGP-3 Category III

Dear Applicant:

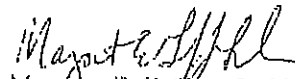
The U. S. Army Corps of Engineers, Baltimore District, has determined that the proposed work meets the terms and conditions of the Maryland State Programmatic General Permit-3 (MDSPGP-3), provided the work is completed in compliance with the plan(s) (enclosed), the standard MDSPGP-3 conditions (enclosed), the applicable MDSPGP-3 activity-specific conditions (enclosed), and special conditions (enclosed, if applicable). This MDSPGP-3 verification is provided pursuant to Section 10 of the Rivers and Harbors Act of 1899 and/or Section 404 of the Clean Water Act. If any of the information contained in your application and/or plans is later found to be in error, the MDSPGP-3 authorization for your project may be modified, suspended, or revoked.

As a condition of the MDSPGP-3 authorization, you, the permittee, are required to complete and sign the enclosed Compliance Self-Certification Form regarding the completed work and any required mitigation, and return to the above address within 60 days following completion of the authorized work and any required mitigation.

In addition, please note, if you sell the property associated with this permit, when the structures or work authorized by this permit are still in existence at the time the property is transferred, the terms and conditions of this permit will continue to be binding on the new property owner(s). Although the construction period for work authorized by this MDSPGP-3 is finite, the permit itself, with its limitations, does not expire. To validate the transfer of this permit and the associated liabilities associated with compliance with its terms and conditions, you must have the transferee (new owner) provide a mailing address and telephone number along with their signature and date in the space provided below, and mail a copy to the above address.

Your MDSPGP-3 authorization is valid until September 30, 2011 unless the MDSPGP-3 is modified, reissued, or revoked. You must remain informed of the changes to the MDSPGP-3. When changes to the MDSPGP-3 occur, a public notice announcing the changes will be issued. If you have commenced construction or are under contract to commence construction of this authorized work prior to the expiration, modification, or revocation date of the MDSPGP-3 itself, you have 12 months from the effective date of the MDSPGP-3's expiration, modification or revocation to complete the work under the present terms and conditions of this MDSPGP-3.

In order for this authorization to be valid, you must obtain all required Federal, State, and local permits.


Margaret E. Gaffney-Smith
Chief, Regulatory Branch

_____	_____	_____
TRANSFEREE SIGNATURE	DATE	AREA CODE / TELEPHONE NO.
_____	_____	_____
PRINTED NAME	ADDRESS	

both temporary and permanent, shall be reviewed together as constituting one single and complete project. All planned phases of multi-phased projects (e.g., subdivisions should include all work such as roads, utilities, and lot development, shall be applied for and reviewed together as constituting one single and complete project. The MDSPGP-3 shall not be used for any activity or portion of a project, e.g., a pier or boat ramp, that is part of, or dependent on, an overall project, e.g., the dredging of a main navigation channel or a spur channel, for which an individual permit or some other alternate Corps permit is required.

6. **Use of Multiple MDSPGP-3 Category I Activities:** More than one Category I activity may be used to authorize a single and complete project under the MDSPGP-3. However the project must meet the specific requirements of each Category I activity and the total extent of project impacts must not exceed the acreage limit of the Category I activity with the highest specified acreage limit (e.g., if armoring the toe of an existing culvert is constructed under Category I.b(2) with an associated nontidal bank stabilization authorized under Category I.f(1), the maximum total impact limits to waters of the United States for the single and complete project may not exceed 1.0 acre (43,560 square feet).

7. **Authorized Activities in Navigable Waters Subject to Section 10 of the Rivers and Harbors Act of 1899:**

a. If future operations by the United States require removal, relocation, or other alteration, of the structure or work herein authorized, or if, in the opinion of the Secretary of the Army or his authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable water, the permittee will be required, upon due notice from the Corps of Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal or alteration.

b. The U.S. Code of Federal Regulations, Title 33, Part 64 states that all structures erected in navigable waters in depths in excess of three feet at mean low water (MLW) require obstruction lights unless the applicant is advised to the contrary by the Coast Guard District Commander. If the structures authorized by this permit are to be built in water depths in excess of three feet at MLW, the permittee must contact the Commander (AOWW), Fifth Coast Guard District, Federal Building, 431 Crawford Street, Portsmouth, Virginia, 23704, to ascertain the need for obstruction lights.

B. National Concern:

1. **Historic Properties:** Any activity authorized by the MDSPGP-3 shall comply with Section 106 of the National Historic Preservation Act. MDE, in cooperation with the Maryland Historic Preservation Office, shall conduct an initial review and notify the Corps if any archaeological or other cultural resources are in the vicinity of the project. The Corps may require applicants to perform a survey of archaeological and historical resources in the project area. The Corps shall determine if consultation under Section 106 with MHT or the Advisory Council on Historic Preservation is required. The applicant must notify the Corps if the activity may affect any historic properties listed or eligible for listing, or that the applicant has reason to believe may be eligible for listing on the National Register of Historic Places. If the permittee, during construction of work authorized herein, encounters a previously unidentified archaeological or other cultural resource within the permit area subject to DA jurisdiction that might be eligible for listing in the National Register of Historic Places, the permittee shall immediately stop work in the permit area and notify the District Engineer. The permittee shall not begin or continue work until notified by the District Engineer that the requirements of the National Historic Preservation Act have been satisfied and that the activity may proceed. Information on the location and existence of historical resources can be obtained from the Maryland Historic Trust, Office of Preservation Services, and the National Register of Historic Places.

2. **National Lands:** Activities authorized by the MDSPGP-3 shall not impinge upon the value of any Federal land, including but not limited to, National Wildlife Refuges, National Forests, National Marine Sanctuaries or any area administered by the National Park Service (e.g., Assateague Island National Seashore).

3. **Endangered Species:** The MDSPGP-3 does not authorize any activity that may affect a threatened or endangered species or a species proposed for such designation, as identified under the Federal Endangered Species Act (ESA); or which may destroy or adversely modify the critical habitat of such species unless and until appropriate coordination with the applicable resource agency(s) is complete and all such issues are resolved in accordance with the applicable regulations and the procedures outlined in the MDSPGP-3 Standard Operating Procedures. MDE, in cooperation

with DNR, shall conduct an initial review and notify the Corps and FWS or NMFS if any Federally-listed species or critical habitat is likely to be in the vicinity of the project. The Corps shall determine if consultation with FWS or NMFS is required under Section 7 of the ESA. If consultation is required, the applicant, after notification, shall not begin or continue work until notified by the Corps that the requirements of the ESA have been satisfied and that the activity is eligible for authorization. Information on the location of threatened and endangered species and their critical habitat can be obtained from the FWS and NMFS.

4. **Essential Fish Habitat (EFH):** Section 305(b)(2) of the Magnuson-Stevens Fishery Conservation and Management Act requires an EFH consultation with the NMFS for any action or proposed action authorized, funded, or undertaken by a Federal agency that may adversely affect EFH. EFH has been defined by Congress as "those waters and substrate necessary to fish for spawning, breeding, feeding or growth to maturity." The designation and conservation of EFH seeks to minimize adverse effects on habitat caused by fishing and non-fishing activities. NMFS has determined that many of the MDSPGP-3 Category I activities are eligible for EFH general or programmatic concurrence and require no further EFH consultation. NMFS, in consultation with the District, has determined that individual EFH consultation is needed for some projects potentially eligible for authorization under Category I (includes those projects requiring EFH screening process under Category II) and all Category III projects of the MDSPGP-3 that may adversely affect EFH. The Corps will coordinate with NMFS as part of the Category II and Category III review procedures. EFH conservation recommendations made by NMFS will normally be included as a permit requirement by the Corps. If the EFH coordination and consultation requirements can not be resolved under the MDSPGP-3 process, an alternate Corps permit review is required for the project.

5. **Wild and Scenic Rivers:** No activity is authorized under the MDSPGP-3 that occurs in a component of the National Wild and Scenic River System, including rivers officially designated by Congress as study rivers for possible inclusion in the system, while such rivers are in an official study status, unless the appropriate Federal agency, with direct management responsibility for the river, has determined in writing that the proposed activity will not adversely affect any National Wild and Scenic River, including study rivers. Information on Wild and Scenic Rivers may be obtained from the appropriate Federal land management agency in the area (e.g., National Park Service, U. S. Forest Service, Bureau of Land Management, or U. S. Fish and Wildlife Service.)

6. **Federally Authorized Civil Works Projects:**

a. **Federal Navigation Projects:** The MDSPGP-3 does not authorize interference with any Federal navigation project. The permittee understands and agrees that, if future operations by the United States require the removal, relocation, or other alteration, of the structure or work herein authorized, or if, in the opinion of the Secretary of the Army or his authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the permittee will be required, upon due notice from the Corps of Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal or alteration. (See VI.A.7.a. above)

b. **Other Federally Authorized Civil Work Projects (i.e., flood control, dams, and reservoirs):** The MDSPGP-3 does not authorize interference with any proposed or existing Federally-authorized civil works project.

7. **Federal Liability:** In issuing this permit, the Federal Government does not assume any liability for the following:

a. Damages to the permitted project, or uses thereof, as a result of other permitted or unpermitted activities or from natural causes;

b. Damages to the permitted project or uses thereof as a result of current or future activities undertaken by or on behalf of the United States in the public interest;

c. Damages to persons, property, or to other permitted or unpermitted activities or structures caused by the activity authorized by this permit;

d. Design or construction deficiencies associated with the permitted work; and

e. Damage claims associated with any future modification, suspension or revocation of the MDSPGP-3 or any specific MDSPGP-3 verification.

8. **Navigation:** Projects authorized under the MDSPGP-3 shall not cause interference with navigation, and no attempt shall be made by the permittee to prevent the full and free use by the public of all navigable waters at or adjacent to projects authorized under the MDSPGP-3. Nothing in the MDSPGP-3 shall in any way restrict the District Engineer, U. S. Army Engineer District, Baltimore, from exercising his legal authority to protect the public interest in navigation or from exercising his authority under the Navigation Servitude of the United States. (See VI.A.7.a. above)

C. Minimization of Environmental Impacts:

1. **Minimization:** Discharges of dredged or fill material into waters of the United States and adverse impacts of such discharges on the aquatic ecosystem shall be avoided and minimized to the maximum extent practicable on-site.

2. Mitigation:

a. Generally, compensatory mitigation will be required for all permanent tidal or nontidal wetland impacts either through the State's tidal or nontidal wetland compensation fund or by the permittee as required by special condition of the MDSPGP-3 or the State authorization.

b. Generally, compensatory mitigation will be required for all permanent impacts of 200 linear feet or greater to stream channels, rivers, and other open waters as appropriate under Federal guidance and to the extent necessary to ensure that the impacts are minimal. A proposed compensatory mitigation proposal may be submitted with the application to expedite the process. The Corps will determine if the project is eligible for authorization under the MDSPGP-3 subject to the applicant's submittal of a compensatory mitigation proposal for stream impacts. Compensatory mitigation plans for projects in or near streams or other open waters will generally include a requirement for the establishment, maintenance, and legal protection (e.g., conservation easements) of riparian areas next to open waters. Riparian areas should consist of native species. The width of the required riparian area will address documented water quality or aquatic habitat impact concerns.

3. **Work in Wetlands:** Heavy equipment working in wetlands shall be avoided if possible and, if required, soil and vegetation disturbance shall be minimized by using techniques such as timber mats, geotextile fabric, and vehicles with low-pressure tires. Disturbed areas in wetlands shall be restored to preconstruction contours and elevations upon completion of the work.

4. **Temporary Fill and Mats:** Temporary fill and the use of mats are both considered a discharge of fill material and must be included in the quantification of impact area authorized by the MDSPGP-3. Temporary fill (e.g., access roads, cofferdams) in waters and wetlands authorized by the MDSPGP-3 shall be properly stabilized during use to prevent erosion. Temporary fill in wetlands shall be placed on geotextile fabric laid on the existing wetland grade. Upon completion of the work, all temporary fills shall be disposed of at an upland site, suitably contained to prevent erosion and transport to a waterway or wetland. Temporary fill areas shall be restored to their original, pre-construction contours and revegetated with native wetland species.

5. **Erosion and Sediment Control:** Adequate erosion and sediment control measures, practices and devices, such as vegetated filter strips, geotextile silt fences, phased construction, or other devices or methods, shall be used to reduce erosion and retain sediment on-site during and after construction. These devices and methods shall be capable of (a) preventing erosion, (b) collecting sediment and suspended and floating materials, and (c) filtering fine sediment. Erosion and sediment control devices shall be removed when the work is complete and the site has been successfully stabilized. The sediment collected by these devices shall be removed and placed at an upland location, in a manner that will prevent its later erosion into a waterway or wetland. All exposed soil and other fills shall be permanently stabilized at the earliest practicable date. In-stream work shall be conducted "in the dry" whenever practicable. This should be accomplished using stream diversion devices, other than earthen or stone cofferdams. In addition, work in waters of the United States should be performed during periods of low-flow or no-flow, whenever practicable.

6. Aquatic Life Movements: No activity may substantially disrupt the necessary life-cycle movements of those species of aquatic life indigenous to the waterbody, including those species that normally migrate through the area, unless the activity's primary purpose is to impound water. Culverts placed in streams must be installed to maintain low flow conditions. A low flow channel must be maintained through any discharges placed for armoring across the channel so as to not impede flow in the waterway and/or not to block or impede the movements of anadromous, estuarine and resident fish. NOTE: Please refer to Appendix C for an expanded version of General Condition VI.C.6 entitled, "Guidance for Constructing Man-Made Stream Crossings and Scour Protection for Man-Made Stream Crossings to Pass Migratory Fish in The Coastal Plain Region of Maryland, and Lower Piedmont Region of Cecil, Harford, and Baltimore Counties, Maryland". This document includes recommended guidance on fish passage and hydrological parameters to ensure that man-made stream crossings do not adversely affect migratory fish.

7. Water Crossings:

a. All temporary and permanent crossings of waterbodies shall be suitably bridged, culverted or otherwise constructed to withstand and to prevent the restriction of high flows and tidal flows; to maintain existing low flows; and to prevent the obstruction of movement by aquatic life indigenous to the water body, including anadromous, estuarine, and resident fish species.

b. All water crossings (e.g., utility lines and road crossings) must be constructed roughly perpendicular to waters of the United States, including streams and wetlands. Where a utility line or access road is constructed parallel to a stream corridor, an undisturbed buffer shall be maintained between the utility line/access road and the waterway to avoid or minimize potential future impacts to waters of the United States. These potential impacts would include such issues as sewer line leaks or failures, future stream channel meandering, stream bank instability and failure, and right-of-way maintenance.

c. Water crossings must be constructed "in the dry" whenever practicable. This should be accomplished by using stream diversion devices other than earthen or stone cofferdams.

d. Equipment shall cross streams only at suitably constructed permanent or temporary crossings.

e. Temporary structures and fills shall be removed and the area restored to its original contours and elevations, or to the conditions specified in the approved plans. The temporary structures and the areas of fill associated with these structures must be included in the total waterway/ wetlands impacts.

8. Discharge of Pollutants: All activities that are authorized under the MDSPGP-3 and that involve any discharge or relocation of pollutants into waters of the United States shall be consistent with applicable water quality standards, effluent limitations, standards of performance, prohibitions, and pretreatment standards and management practices established pursuant to the CWA (33 U.S.C. 1251 et. Seq.), and applicable State and local laws and regulations.

9. Spawning Areas: Activities, including structures and work in navigable waters of the United States or discharges of dredged or fill materials, in fish and shellfish spawning or nursery areas during spawning seasons shall be avoided. Impacts to these areas shall be avoided or minimized to the maximum extent practicable during all other times of year. Activities that result in the physical destruction (e.g., excavate, fill, or smother downstream by substantial turbidity) of an important spawning area are not authorized.

10. Waterfowl Breeding and Wintering Areas: Discharges into breeding and wintering areas for migratory waterfowl shall be avoided to the maximum extent practicable.

11. Environmental Values: The permittee shall make every reasonable effort to construct or operate the work authorized under the MDSPGP-3 in a manner that maintains as many environmental values as practicable, and that avoids or minimizes any adverse impacts on existing fish, wildlife, and natural environmental values.

D. Procedural Conditions:

1. **Inspections:** The permittee shall permit the District Engineer or his authorized representative(s) to make periodic inspections at any time deemed necessary to ensure that the work is being performed in accordance with the terms and conditions of the MDSPGP-3. The District Engineer may also require post-construction engineering drawings (as-built plans) for completed work, and post-dredging survey drawings for any dredging work.

2. **Compliance Certification:** Every permittee who receives a written MDSPGP-3 verification shall submit a signed Compliance Certification Form within 60 days following completion of the authorized work and any required mitigation (but not mitigation monitoring, which requires separate submittals). Failure to submit the Compliance Certification Form by the permittee could result in the Corps taking appropriate non-compliance enforcement action against the permit holder. The blank Compliance Certification Form will be forwarded to the permittee with the MDSPGP-3 verification. The completed form will include the following:

a. A statement that the authorized work either was or was not done in accordance with the MDSPGP-3 verification, including any general and/or specific conditions. If the activity was not done in accordance with the MDSPGP-3 verification, including any general and/or specific conditions, the permittee shall describe the specifics of the deviation from the authorized activity.

b. A statement that any required mitigation was or was not completed in accordance with the permit conditions. If the mitigation was not completed in accordance with the permit conditions, the permittee shall describe the specifics of the deviation from the permit conditions.

c. The signature of the permittee, certifying the completion of the work and compensatory mitigation.

After the project is completed, the certification shall be sent to the Baltimore District at the following address:

U. S. Army Corps of Engineers
Baltimore District
Attn: CENAB-OP-R
P. O. Box 1715
Baltimore, MD 21203-1715

3. **Transfer of MDSPGP-3 Verifications:** If the permittee sells the property associated with a MDSPGP-3 verification, the permittee may transfer the MDSPGP-3 verification to the new owner by submitting a letter to the Baltimore District Corps of Engineers office to validate the transfer. A copy of the MDSPGP-3 verification must be attached to the letter, and the letter must contain the following statement and signature:

"When the structures or work authorized by this MDSPGP-3 are still in existence at the time the property is transferred, the terms and conditions of this MDSPGP-3, including special conditions, will continue to be binding on the new owner(s) of the property. To validate the transfer of this MDSPGP-3 permit and the associated liabilities associated with compliance with its terms and conditions, have the transferee sign and date below."

(Transferee)

(Date)

4. **Maintenance:** The permittee shall maintain the work or structure authorized by the MDSPGP-3 in good condition and in compliance with the terms and conditions of the MDSPGP-3.

5. **Property Rights:** The MDSPGP-3 does not convey any property rights, either in real estate or material, or any exclusive privileges, nor does it authorize any injury to property or invasion of rights or any infringement of Federal, State, or local laws or regulations.

6. **Modification, Suspension and Revocation:** The MDSPGP-3, or any verification under it, may be either modified, suspended, or revoked, in whole or in part, pursuant to DA policies and procedures and any such action shall not be the basis for any claim for damages against the United States.

7. **Restoration:** The permittee, upon receipt of a notice of revocation of authorization under the MDSPGP-3, shall restore the wetland or waterway to its former condition, without expense to the United States and as directed by the Secretary of the Army or his authorized representative. If the permittee fails to comply with such a directive, the Secretary or his designee may restore the wetland or waterway to its former condition, by contract or otherwise, and recover the cost from the permittee.

8. **Special Conditions:** The Corps may impose special conditions on any project authorized under the MDSPGP-3, in cases where the Corps determines that special conditions are necessary to avoid or minimize adverse effects on the environment or on any other factor of the public interest. Failure to comply with all conditions of the authorization/verification, including special conditions, will constitute a permit violation/unauthorized work and may subject the permittee to criminal, civil, or administrative penalties, and/or restoration.

9. **False or Incomplete Information:** If the project is verified by the Corps or MDE under the MDSPGP-3 and subsequently discovers that it has relied on false, incomplete, or inaccurate information provided by the permittee, the MDSPGP-3 verification may be revoked and the Government may institute appropriate legal proceedings.

10. **Compliance:** Any activity performed in waters of the United States, including wetlands and navigable waters, that is not in compliance with all the terms and conditions of the MDSPGP-3 that includes the MDSPGP-3 Category List activity-specific conditions, constitutes unauthorized work and is subject to an enforcement action by the Corps or the EPA. Furthermore, the MDSPGP-3 does not delegate any Section 404 enforcement or regulatory authority. When unauthorized work occurs in waters of the United States, including wetlands and navigable waters, it is subject to one or more of the following responses by EPA and/or the Corps:

- a. A Cease and Desist order and/or an administrative compliance order requiring remedial action.
- b. Initiation and assessment of a Class I administrative penalty order pursuant to Section 309(g) of the CWA.
- c. Initiation and assessment of a Class II administrative penalty for continuing violation pursuant to Section 309(g) of the CWA.
- d. Referral of the case to the U. S. Attorney with a recommendation for a civil or criminal action.
- e. If the Corps determines that an after-the-fact application is appropriate, it will be reviewed following the appropriate procedures.
- f. Any other appropriate response.



DEPARTMENT OF THE ARMY
BALTIMORE DISTRICT, U.S. ARMY CORPS OF ENGINEERS
P.O. BOX 1715
BALTIMORE, MD 21203-1715

REPLY TO
ENTION OF

MDSPGP-3 PERMIT COMPLIANCE, SELF-CERTIFICATION FORM (10/1/06)

Corps Permit Tracking No. 200861986/08-NT-2082 Category & Activity Number Category III

Project Name Baytree Storage/Phil Houck Applicant Name Baytree Storage/Phil Houck

Waterway Kits Branch County Worcester

Dear Permittee:

In accordance with the compliance certification condition of your MDSPGP-3 authorization, you are required upon completion of all permit work, or if mitigation/compensation is required, within 60 days following completion of the authorized work and any required mitigation (not the mitigation monitoring, which requires separate submittals), to complete and sign this certification form and return it to the Corps of Engineers, Baltimore District to the address shown above and include ATTN: CENAB-OP-R.

Please note that the permitted activity is subject to compliance inspections by U.S. Army Corps of Engineers representatives. As a condition of this permit, failure to return this notification form, provide the required information below, or to perform the authorized work in compliance with the permit, can result in suspension, modification or revocation of your authorization in accordance with 33 CFR Part 325.7 and/or administrative, civil, and/or criminal penalties, in accordance with 33 CFR part 326.

Please provide the following information:

1. Date authorized work commenced: _____ 2. Date authorized work completed: _____

3. Was all work and any required mitigation, completed in accordance with your MDSPGP-3 authorization, including all general and/or specific conditions? YES ___ NO ___

4. Explain in detail any deviations to the authorized work and/or mitigation (use additional sheets if necessary)

5. Was mitigation accomplished through a contribution to the Maryland Nontidal Wetlands Compensation Fund? YES ___ NO ___ (if NO complete Nos. 6 and 7 below).

6. Wetland Mitigation: Required? YES ___ NO ___ Required Completion Date _____
Completed? YES ___ NO ___ Mitigation Monitoring Reports Required? YES ___ NO ___

7. Attach labeled photographs showing completed work including mitigation area(s).

I hereby certify that, except as noted above, that all work, including mitigation, has been completed in accordance with the terms and conditions, including special conditions of the above referenced permit.

Signature of Permittee _____ Date _____

Signature of Contractor/Agent _____ Date _____

Address: _____

Address: _____

Telephone: _____

Telephone: _____

“Exhibit B”

“Exhibit C”



Maryland
 Department of
 the Environment

Larry Hogan
 Governor

Boyd Rutherford
 Lieutenant Governor

Ben Grumbles
 Secretary

September 1, 2017

Edward M. Launay
 Environmental Resources, Inc
 PO Box 169
 Selbyville, DE 19975

Project Name: Bull on the Beach c/o Phil Houck
 Tracking Number: 201761680
 Application Received: August 31, 2017
 County: Worcester

The Regulatory Services Coordination Office of the Water and Science (WSA) has received your Joint Application for construction in a floodplain, waterway, tidal or nontidal wetland area in Maryland.

Based upon the information contained in your application and an initial WSA review, your application has been forwarded to the following groups for processing:

<u>Forwarded To:</u>	<u>Approval Received</u>
<input type="checkbox"/> Tidal Wetlands Division	(410)537-3837 ()
<input checked="" type="checkbox"/> Nontidal Wetlands Division	(410)537-3768 ()
<input type="checkbox"/> Dam Safety Division	(410)537-3538 ()
<input type="checkbox"/> Minerals, Oils and Gas Division	(410)537-3557 ()
<input type="checkbox"/> Source Protection and Appropriation Div	(410)537-3590 ()
<input checked="" type="checkbox"/> U.S. Army Corps of Engineers	(410)962-3670 ()

You will be contacted individually or jointly by the groups that have been checked above. They will advise you of requirements for any additional information. If a Tidal Wetlands License issued by the State Board of Public Works is required for your project, you will be advised by that agency as to the license fee.

You should not proceed with any work on your project until you have received the required written authorizations.

Obtaining the authorizations checked above will satisfy the requirements of the Water and Science Administration and the federal permit from the U.S. Army Corps of Engineers. We have provided a space that you may use to check-off each approval as it is received.

You are still obligated to obtain any other required authorizations including other federal and state approvals as well as local grading and building permits. We suggest that you keep this letter to determine when all replies from the review groups have been obtained.

In many cases (principally with nontidal wetlands involvement), one review group will coordinate responses for other units. Their correspondence and approvals will indicate that they are satisfying the interests of these other review groups. When multiple permits are required for a particular project, WSA may consolidate all permit reviews into one process. If this occurs, you will be notified.

Please note that if the proposed project changes during the course of processing, or if we determine other regulated resources are impacted, your application may be forwarded to another group for review. You will be notified in writing if this occurs.

For information on the status of your application, you may call the Regulatory Services Coordination Office at (410)537-3762 (Baltimore/Annapolis). Please reference your tracking number listed above for all written and telephone correspondence." You may also contact the individual review groups that are processing your application at the listed telephone numbers to obtain or provide specific information relating to this application.

Sincerely,

Regulatory Services
Coordination Staff

“Exhibit D”

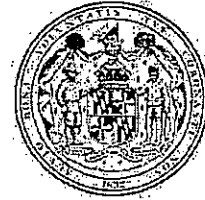
STATE OF MARYLAND
DEPARTMENT OF THE ENVIRONMENT
WATER AND SCIENCE ADMINISTRATION
AUTHORIZATION TO PROCEED

AUTHORIZATION NUMBER: 201761680/17-NT-2099

EFFECTIVE DATE: October 4, 2017

EXPIRATION DATE: October 4, 2022


AUTHORIZED PERSON: Bull on the Beach
C/O Phil Houck
12507 Sunset Avenue, #8
Ocean City, MD 21842



IN ACCORDANCE WITH ENVIRONMENT ARTICLE §5-503(a) AND §5-906(b), ANNOTATED CODE OF MARYLAND (2007 REPLACEMENT VOLUME), COMAR 26.17.04 AND 26.23.01, AND 26.08.02 AND THE ATTACHED CONDITIONS OF AUTHORIZATIONS, Bull on the Beach/Phil Houck ("AUTHORIZED PERSON"), IS HEREBY AUTHORIZED BY THE WATER AND SCIENCE ADMINISTRATION ("ADMINISTRATION") TO CONDUCT A REGULATED ACTIVITY IN A NONTIDAL WETLAND, BUFFER, OR EXPANDED BUFFER, AND/OR TO CHANGE THE COURSE, CURRENT OR CROSS-SECTION OF WATERS OF THE STATE, IN ACCORDANCE WITH THE ATTACHED PLANS APPROVED BY THE ADMINISTRATION ON October 4, 2017 ("APPROVED PLAN") AND PREPARED BY Atlantic Group AND INCORPORATED HEREIN, AS DESCRIBED BELOW:

Relocate a portion of stream channel and replace an existing culvert roadway crossing to facilitate construction of a commercial warehouse storage building on the property. The project will impact 490 linear feet (4991 sq. ft.) of stream. The project is located on the northeast corner of U.S. Rt. 50 and MD Rt. 818 in Berlin, Worchester County.

MD Grid Coordinates 76778 x 555470


Denise M. Keeliner
Program Manager
Wetlands and Waterways Program

Attachments: Conditions of Authorization

cc: WSA Compliance Division w/ file
U.S. Army Corps of Engineers, Southern Section

THE FOLLOWING CONDITIONS OF AUTHORIZATION APPLY TO ALL ACTIVITIES AUTHORIZED BY
AUTHORIZATION NUMBER 17-NT-2099/201761680

Page 2 of 3

1. **Validity:** Authorization is valid only for use by Authorized Person. Authorization may be transferred only with prior written approval of the Administration. In the event of transfer, transferee agrees to comply with all terms and conditions of Authorization.
2. **Initiation of Work, Modifications and Extension of Term:** Authorized Person shall initiate authorized activities with two (2) years of the Effective Date of this Authorization or the Authorization shall expire. Authorized Person may submit written requests to the Administration for (a) extension of the period for initiation of work, (b) modification of Authorization, including the Approved Plan, or, (c) not later than 45 days prior to Expiration Date, an extension of the term. Requests for modification shall be in accordance with applicable regulations and shall state reasons for changes, and shall indicate the impacts on nontidal wetlands, streams, and the floodplain, as applicable. The Administration may grant a request at its sole discretion.
3. **Responsibility and Compliance:** Authorized Person is fully responsible for all work performed and activities authorized by this Authorization shall be performed in compliance with this Authorization and Approved Plan. Authorized Person agrees that a copy of the Authorization and Approved Plan shall be kept at the construction site and provided to its employees, agents and contractors. A person (including Authorized Person, its employees, agents or contractors) who violates or fails to comply with the terms and conditions of this Authorization, Approved Plan or an administrative order may be subject to penalties in accordance with §5-514 and §5-911, Department of the Environment Article, Annotated Code of Maryland (2007 Replacement Volume).
4. **Failure to Comply:** If Authorized Person, its employees, agents or contractors fail to comply with this Authorization or Approved Plan, the Administration may, in its discretion, issue an administrative order requiring Authorized Person, its employees, agents and contractors to cease and desist any activities which violate this Authorization, or the Administration may take any other enforcement action available to it by law, including filing civil or criminal charges.
5. **Suspension or Revocation:** Authorization may be suspended or revoked by the Administration, after notice of opportunity for a hearing, if Authorized Person: (a) submits false or inaccurate information in Permit application or subsequently required submittals; (b) deviates from the Approved Plan, specifications, terms and conditions; (c) violates, or is about to violate terms and conditions of this Authorization; (d) violates, or is about to violate, any regulation promulgated pursuant to Title 5, Department of the Environment Article, Annotated Code of Maryland as amended; (e) fails to allow authorized representatives of the Administration to enter the site of authorized activities at any reasonable time to conduct inspections and evaluations; (f) fails to comply with the requirements of an administrative action or order issued by the Administration; or (g) does not have vested rights under this Authorization and new information, changes in site conditions, or amended regulatory requirements necessitate revocation or suspension.
6. **Other Approvals:** Authorization does not authorize any injury to private property, any invasion of rights, or any infringement of federal, State or local laws or regulations, nor does it obviate the need to obtain required authorizations or approvals from other State, federal or local agencies as required by law.
7. **Site Access:** Authorized Person shall allow authorized representatives of the Administration access to the site of authorized activities during normal business hours to conduct inspections and evaluations necessary to assure compliance with this Authorization. Authorized Person shall provide necessary assistance to effectively and safely conduct such inspections and evaluations.
8. **Inspection Notification:** Authorized Person shall notify the Administration's Compliance Program at least five (5) days before starting authorized activities and five (5) days after completion. For Allegany, Garrett, and Washington counties, Authorized Person shall call 301-689-1480. For Carroll, Frederick, Howard, Montgomery, and Prince George's counties, Authorized Person shall call 301-665-2850. For Baltimore City, Anne Arundel, Baltimore, Calvert, Charles, and St. Mary's, Authorized Person shall call 410-537-3510. For Caroline, Cecil, Dorchester, Harford, Kent, Queen Anne's, Somerset, Talbot, Wicomico and Worcester, Authorized Person shall call 410-901-4020. If Authorization is for a project that is part of a mining site, please contact the Land and Materials Administration's Mining Program at 410-537-3557 at least five (5) days before starting authorized activities and five (5) days after completion.
9. **Sediment Control:** Authorized Person shall obtain approval from the Worcester Soil Conservation District for a grading and sediment control plan specifying soil erosion control measures. The approved grading and sediment control plan shall be included in the Approved Plan, and shall be available at the construction site.

10. Federally Mandated State Authorizations:

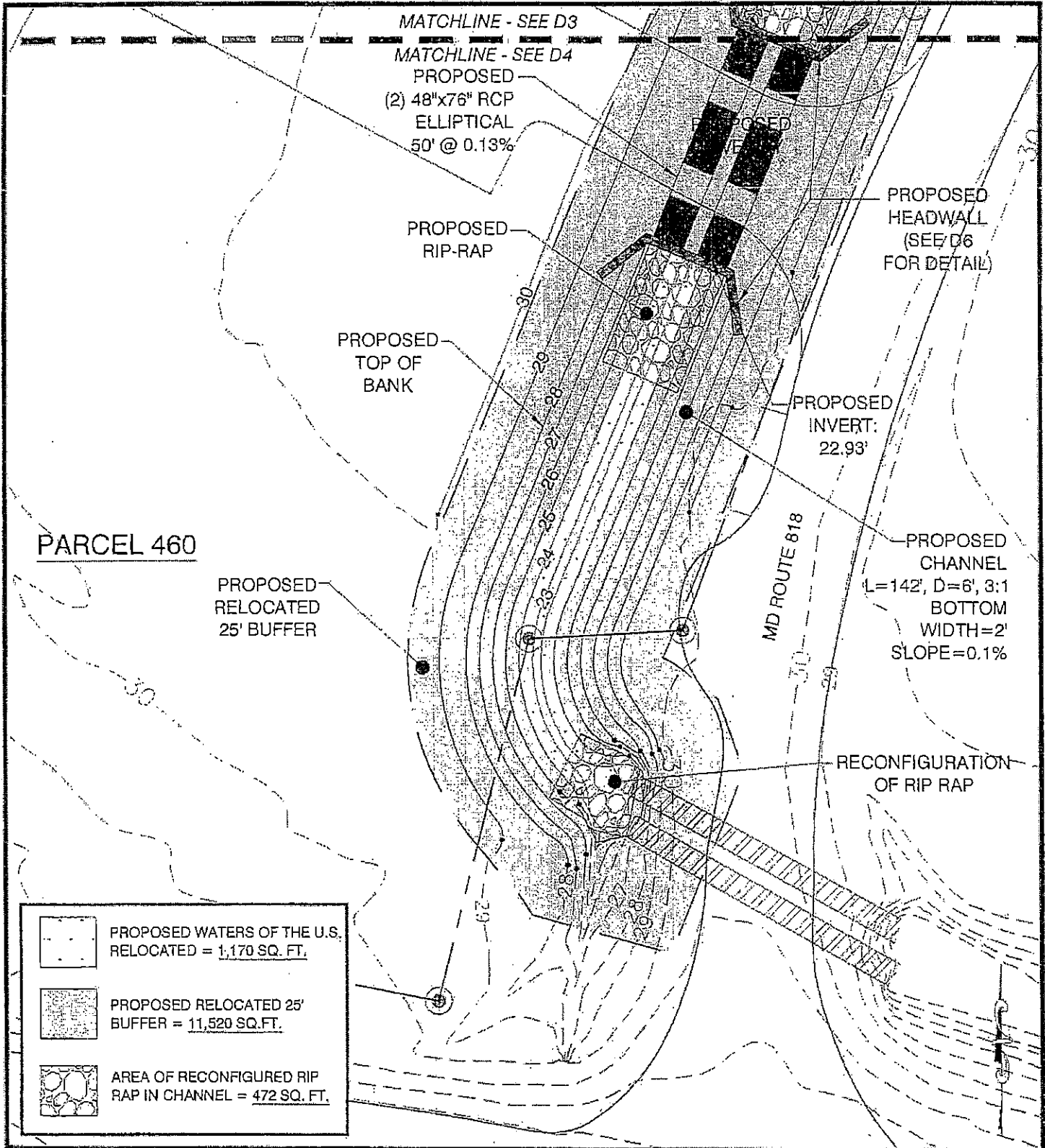
Water Quality Certification: Water Quality Certification is granted for this project provided that all work is performed in accordance with the authorized project description and associated conditions.

Coastal Zone Consistency: This Authorization constitutes official notification that authorized activities are consistent with the Maryland Coastal Zone Management Program, as required by Section 307 of the Federal Coastal Zone Management Act of 1972, as amended. Activities within the following counties are not subject to this requirement: Allegany, Carroll, Frederick, Garrett, Howard, Montgomery, and Washington.

11. **Best Management Practices During Construction:** Authorized Person, its employees, agents and contractors shall conduct authorized activities in a manner consistent with the Best Management Practices specified by the Administration.
12. **Disposal of Excess:** Unless otherwise shown on the Approved Plan, all excess fill, spoil material, debris, and construction material shall be disposed of outside of nontidal wetlands, nontidal wetlands buffers, and the 100-year floodplain, and in a location and manner which does not adversely impact surface or subsurface water flow into or out of nontidal wetlands.
13. **Temporary Staging Areas:** Temporary construction trailers or structures, staging areas and stockpiles shall not be located within nontidal wetlands, nontidal wetlands buffers, or the 100-year floodplain unless specifically included on the Approved Plan.
14. **Temporary Stream Access Crossings:** Temporary stream access crossings shall not be constructed or utilized unless shown on the Approved Plan. If temporary stream access crossings are determined necessary prior to initiation of work or at any time during construction, Authorized Person, its employees, agents or contractors shall submit a written request to the Administration and secure the necessary permits or approvals for such crossings before installation of the crossings. Temporary stream access crossings shall be removed and the disturbance stabilized prior to completion of authorized activity or within one (1) year of installation.
15. **Discharge:** Runoff or accumulated water containing sediment or other suspended materials shall not be discharged into waters of the State unless treated by an approved sediment control device or structure.
16. **Instream Construction Prohibition:**
 - No instream construction is to occur under this Authorization;
 - To protect important aquatic species, motor driven construction equipment shall not be allowed within stream channels unless on authorized ford crossings. Activities within stream channels are prohibited as determined by the classification of the stream (COMAR 26.08.02.08): Kitts Branch is a Use I waterway; in-stream work may not be conducted from March 1 through June 15, inclusive, of any year.
17. **Instream Blasting:** Authorized Person shall obtain prior written approval from the Administration before blasting or using explosives in the stream channel.
18. **Minimum Disturbance:** Any disturbance of stream banks, channel bottom, wetlands, and wetlands buffer authorized by this Authorization or Approved Plan shall be the minimum necessary to conduct permitted activities. All disturbed areas shall be stabilized vegetatively no later than seven (7) days after construction is completed or in accordance with the approved grading or sediment and erosion control plan.
19. **Restoration of Construction Site:** Authorized Person shall restore the construction site upon completion of authorized activities. Undercutting, meandering or degradation of the stream banks or channel bottom, any deposition of sediment or other materials, and any alteration of wetland vegetation, soils, or hydrology, resulting directly or indirectly from construction or authorized activities, shall be corrected by Authorized Person as directed by the Administration.

U.S. ARMY CORPS OF ENGINEERS AUTHORIZATION

The U.S. Army Corps of Engineers is reviewing this activity under the Maryland State Programmatic General Permit (MDSPGP-5), as a Category B activity. The terms and conditions of the federal authorization will be sent separately by the Army Corps.



Atlantic Group
& Associates, Inc.

Civil Engineers
Land Planners
Landscape Architects
Surveyors

10044 Old Ocean City Boulevard
Berlin, Maryland 21811
Ph: (410) 629-1160
Fax: (410) 629-1710

TAX MAP 25 PARCEL 460

TOWN OF BERLIN
WORCESTER COUNTY

RELOCATION OF
WATERS OF U.S.
(CHANNEL)

PROJECT: 14-124	DATE: 05/01/2017
DRAWN BY: BIJ	SCALE: 1" = 30'
SHEET:	D 4

42

“Exhibit E”



EA Engineering, Science,
and Technology, Inc., PBC

11200 Racetrack Road Unit 101A
Ocean Pines, MD 21811
Telephone: 410-641-5341
Fax: 410-641-5349
www.eaest.com

December 21, 2017

Mr. Dave Engelhart
Planning Director
Town of Berlin
10 William Street
Berlin, MD 21811

Re: Review No. SWM-2017-003 – Stormwater Management Waiver Approval
Kitts Branch Channel Relocation Project – Tax Map 25 Parcel 460

Dear Mr. Engelhart:

EA Engineering, Science and Technology, Inc. PBC has completed the stormwater management waiver review for the above referenced project and finds the waiver acceptable understanding that the channel relocation has been reviewed and approved by the Maryland Department of the Environment (MDE), Authorization to Proceed Number 20171680/17-NT-2099 (Authorization) dated October 4, 2017.

Further review for stormwater management is not necessary provided that the construction of the channel relocation adheres to the MDE Authorization and the submitted plans prepared by Atlantic Group & Associates, Inc. entitled, "Tax Map 25 Parcel 260 Erosion and Sediment Control Plan", and dated November 9, 2017. However, please note that the stormwater waiver does not provide relief of stormwater management requirements for further development of the site. Any future development plans shall be provided to the Town of Berlin for stormwater management review.

Please feel free to contact me at (410) 641-5341 with any questions or comments.

Sincerely,
EA Engineering, Science & Technology Inc., PBC

Darl Kolar, BCEE, P.E.,
Project Manager

Cc: Jane Kreiter, Town of Berlin
Jamey Latchum, Town of Berlin

- X
1. C. Sites where the Town of Berlin determines that circumstances exist that prevent the reasonable implementation of ESD to the MEP

Stormwater Management Waiver Request

Waivers granted must:

- A. Be on a case-by-case basis;
- B. Consider the cumulative effects of the Town waiver policy; and
- C. Reasonably ensure the development will not adversely impact stream quality.

Owner: I hereby request a waiver from the requirements to provide stormwater management on my property known as Tax Map 25, Parcel 420 Section Lot Block
Address: NORTHEAST CORNER OF MD 818 AND MD 50
for the following activity CHANNEL RELOCATION

I attest that I qualify for a waiver as outlined above and understand that the receipt of a waiver does not relieve me from correcting any future problems as a result of my development activity or violations of any applicable law or regulation.

Red Henle
Owner's Signature

Signatures:

1. Plan Reviewer Recommendation:
EA Engineering, Science & Technology

[Signature]
Approve 12/21/17

Disapprove

2. Stormwater Inspector:
EA Engineering, Science & Technology

N/A
Approve

Disapprove

3. Jane Kreiter:
Director of Water Resources

[Signature] 12/21/17
Approve

Disapprove

Fee for Waiver: \$180.00 for Stormwater Management Review

If a project is not granted a waiver, a stormwater management plan will be required.

“Exhibit F”



DEPARTMENT OF
ENVIRONMENTAL PROGRAMS

Worcester County

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

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

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

April 19, 2018

Philip Houck
T/A Last Stop Boardwalk LLC
12507 Sunset Ave. Suite 8
Ocean City, Md. 21842

RE: Proposed relocation of Kitts Branch PDA – TM. 25 P.460 – Berlin

Dear Mr. Houck,

It has come to our attention that you are in the process of developing a plan to attempt to modify and/or relocate a portion of the Kitts Branch public drainage ditch as a part of a proposed development plan you are drafting for your property. As a result, we would like to take this opportunity to provide you with some information pertaining to the legal steps and processes associated with such as modification to a drainage ditch.

The law that currently regulates Public Drainage Associations was established in 1957. It is specifically located within Title 26 (Public Drainage Associations) within the Local Government Title of the Annotated Code of Maryland. Public Drainage Associations and Public Watershed Associations are independent entities of government and have and possess rights-of-way and easements for construction and maintenance purposes. They may impose assessments on benefited land based on certain land classification, i.e., woodland, cropland, residential and commercial land. The assessments are for ditch maintenance and are referred to as taxing of the beneficiaries, hence the term tax ditch is also used when referencing these ditches. Public Drainage Associations are charged with supervising their annual upkeep in a cost-effective and environmentally-sensitive manner.

These ditch systems were originally designed for agricultural drainage, but they are now supporting various types of drainage including stormwater from urban town centers, state highways and county roads, and new commercial and residential development. These associations are responsible to protect the economic well-being of people who depend on effective land drainage, while at the same time working to enhance the environment that is affected by public drainage ditches.

Included within this mailing you will find a copy of the specific sections of the Annotated Code of Maryland relative to public drainage ditches. It will clearly outline all of the facets associated with the regulations as well as steps that you will need to take in order to attempt to modify and/or relocate a section of the Kitts Branch. We will forewarn you ahead of time that the process is lengthy.

Feel free to contact us if you have any particular questions and will do our best to assist you.

Sincerely,



David M. Bradford, Jr.
Deputy Director

Enclosures: Local Government, Title 26. Public Drainage Associations. Annotated Code of Md.

Cc: Maureen Howarth, Worcester County Attorney (w/enclosure)
Bob Mitchell, Director, Dept. of Environmental Programs (w/enclosure)
Doug Jones, District Manager, Worcester SCD (w/enclosure)
Laura Allen, Town Administrator, Town of Berlin (w/enclosure)
David Englehart, Planning Director, Town of Berlin (w/enclosure)
Atlantic Group & Associates, Inc. (w/enclosure)
Mark Cropper, Esq. (w/enclosure)

LOCAL GOVERNMENT

TITLE 26.

PUBLIC DRAINAGE ASSOCIATIONS.

Subtitle 1. Definitions; General Provisions.

Sec.

- 26-101. Definitions.
 - (a) In general.
 - (b) Board of managers.
 - (c) Board of viewers.
 - (d) Designated officer.
 - (e) Drainage association.
 - (f) Landowner.
- 26-102. Scope of title.
- 26-103. Construction of title.
- 26-104. Power to establish.
- 26-105. Statement of public benefit.
- 26-106. Notice to units of State government.
- 26-107. Notice to affected nonresident.

- 26-505. Existing drainage projects.
- 26-506. Subsequent board of viewers.
- 26-507. Report to State and county.
- 26-508. Examination of report; hearing; notice; report available for inspection.
- 26-509. Hearing procedure on report.
- 26-510. Payment of expenses if report disapproved.
- 26-511. Amendment of petition or related proceedings.
- 26-512. Application for order of review.
- 26-513. Judicial review.

Subtitle 6. Rights-of-Way, Easements, and Condemnation.

Subtitle 2. Petition to Establish Drainage Association.

- 26-601. Rights-of-way and easements generally.
- 26-602. Condemnation proceedings.

Subtitle 7. Implementation of Plan.

- 26-201. Filing.
- 26-202. Petition.
- 26-203. Report required.
- 26-204. Examination of petition and report; hearing; notice.
- 26-205. Multiple counties — Jurisdiction and venue.
- 26-206. Hearing and action on petition and report.

- 26-701. Powers and duties of managers.
- 26-702. Maintenance and operation of drainage projects.

Subtitle 8. Financing.

Subtitle 3. Establishment and Organization.

- 26-301. Establishment of drainage association.
- 26-302. Board of managers — Initial election.
- 26-303. Board of managers — Tenure; vacancies.
- 26-304. Officers.
- 26-305. Immunity from liability.
- 26-306. Distribution and retention of petition and report.
- 26-307. Drainage file.
- 26-308. Annual meetings of landowners.
- 26-309. Special meetings.

- 26-801. Imposition of special assessments on benefited lands.
- 26-802. Implementation of plan.
- 26-803. Issuance of bonds or notes.
- 26-804. Annual special assessment for maintenance and operation.
- 26-805. Duties of county tax collector.
- 26-806. Collection of special assessments if land in multiple counties.
- 26-807. Order of payments to be made by board of managers.

Subtitle 9. Dissolution.

Subtitle 4. Plan.

- 26-401. Development.
- 26-402. Contents.
- 26-403. Adoption of plan.
- 26-404. Filing with county.

- 26-901. Dissolution procedure generally.
- 26-902. Dissolution of inactive association.

Subtitle 10. Miscellaneous.

Subtitle 5. Board of Viewers.

- 26-501. Appointment.
- 26-502. Notice of action by board of viewers.
- 26-503. Duties.
- 26-504. Costs.

- 26-1001. Right to open cross ditches or drains.
- 26-1002. Requirements when drainage project crosses public highway.
- 26-1003. Requirements when drainage project crosses railroad right-of-way.

Subtitle 11. Prohibited Acts.

- 26-1101. Preventing entry on drainage land.
- 26-1102. Obstruction of drainage project.

Subtitle 1. Definitions; General Provisions.

§ 26-101. Definitions.

(a) *In general.* — In this title the following words have the meanings indicated.

REVISOR'S NOTE

This subsection is new language added as the standard introductory language to a definition section.

(b) *Board of managers.* — “Board of managers” means the board of managers of a drainage association.

REVISOR'S NOTE

This subsection is new language added to avoid repetition of the full name of the board.

Defined term:	
“Drainage association”	§ 26-101

(c) *Board of viewers.* — “Board of viewers” means the board of drainage viewers established under this title.

REVISOR'S NOTE

This subsection is new language added to avoid repetition of the full name of the board.

(d) *Designated officer.* — “Designated officer” means:

- (1) the clerk of the county commissioners for a code county or commission county if there is a clerk for the county; or
- (2) an employee or official of the county who is designated by the county commissioner or county council to perform the responsibilities of the designated officer under this title.

REVISOR'S NOTE

This subsection is new language added to substitute a term for “clerk of the county commissioners” because many counties no longer have a clerk of the county commissioners or have transferred responsibilities formerly exercised by the clerk of the county commissioners to another official.

Defined terms:	
“Code county”	§ 1-101
“Commission county”	§ 1-101
“County”	§ 1-101

(e) *Drainage association.* — “Drainage association” means a public drainage association established under this title.

REVISOR'S NOTE

This subsection is new language added to avoid repetition of the full name of the association.

(f) *Landowner*. — "Landowner" means a person who owns, or has contracted to purchase, land that is to be affected by a drainage project being considered by a drainage association or proposed drainage association.

REVISOR'S NOTE

This subsection is new language added for clarity and to conform to a similar provision in Title 25 of this article.

Defined terms:
"Drainage association"
"Person"

§ 26-101
§ 1-101

(2013, ch. 119, § 2.)

§ 26-102. Scope of title.

This title does not apply to Baltimore City. (An. Code 1957, art. 25, § 52(a), (c); 2013, ch. 119, § 2.)

REVISOR'S NOTE

This section is new language derived without substantive change from former Art. 25, § 52(c) and, as it related to the scope of this title, (a).

The reference to the title "not apply[ing] to Baltimore City" is substituted for the former references to the "boards of county commissioners of the several counties in the State of Maryland" and to the title "apply[ing] in those counties having a charter form of government under Article XI-A of the Maryland Constitution, with the term 'county council' being substituted in each instance in this subtitle for the term 'county commissioners'" and "apply[ing] in those counties having adopted code home rule under Article XI-F of the Maryland Constitu-

tion" for brevity. Baltimore City is the only jurisdiction that is not a code county or governed by county commissioners or a county council.

Former Art. 25A, § 4(b), which provided that the "Draining Lands" Subtitle in Article 25 applied to a charter county, is deleted as unnecessary in light of the scope of this title.

The Local Government Article Review Committee notes, for consideration by the General Assembly, that although Title 25 (Watershed Associations) applies to Baltimore City, this title and Title 27 (Drainage Districts) seem to exclude Baltimore City.

§ 26-103. Construction of title.

This title does not:

(1) restrict a charter county or code county from exercising a power granted under § 10-321 of this article; or

(2) authorize:

(i) the removal of a milldam;

(ii) the interference with legal water rights of a mill; or

(iii) the diversion of water in a manner that deprives an owner of land over which water flows of the benefits and water rights to which the owner of the land is legally entitled. (An. Code 1957, art. 25, §§ 52(d), 95; 2013, ch. 119, § 2.)

REVISOR'S NOTE

This section is new language derived without substantive change from former Art. 25, §§ 95 and 52(d).

In item (1) of this section, the former reference to "Article 25B, § 13 of the Code" is

deleted as unnecessary in light of the organization of the revised article.

Also in item (1) of this section, the former reference to powers "which do not conflict with this subtitle" is deleted as implicit.

In item (2)(iii) of this section, the reference to the benefits and water rights "to which the owner of the land is legally entitled" is substituted for the former reference to benefits and water rights "now enjoyed by" the owner of the land for consistency with Title 25.

§ 26-104. Power to establish.

(a) *In general.* — The county commissioners or county council of a county may establish a drainage association.

(b) *Purpose.* — A drainage association may:

- (1) locate and establish a ditch, drain, or canal; and
- (2) establish and maintain a watershed drainage system by constructing, straightening, widening, or deepening any ditch, drain, or watercourse. (An. Code 1957, art. 25, § 52(a), (c); 2013, ch. 119, § 2.)

REVISOR'S NOTE

This section is new language derived without substantive change from former Art. 25, § 52(a), as it related to the power to establish a drainage association, and (c), as it related to the authority of the county councils of charter counties.

In subsection (a) of this section, and throughout this title, the references to a "county council" are added to reflect the intent of former Art. 25, § 52(c) that "the term 'county council' [be] substituted in each instance for the term 'county commissioners'".

In subsection (a) of this section, the word "may" is substituted for the former phrase

"shall have jurisdiction, power, and authority" for brevity.

Also in subsection (a) of this section, the former phrase "in their respective counties" is deleted as implicit.

Also in subsection (a) of this section, the former reference to "in the State of Maryland" is deleted as surplusage.

In subsection (b) of this section, the reference to a "drainage association" locating and establishing a ditch, drain, or canal is added for clarity.

Defined term:

"Drainage association"

§ 26-101

§ 26-105. Statement of public benefit.

A drainage project established and maintained by a drainage association benefits the public and promotes public health, safety, and welfare. (An. Code 1957, art. 25, § 52(a); 2013, ch. 119, § 2.)

REVISOR'S NOTE

This section is new language derived without substantive change from former Art. 25, § 52(a), as it related to the statement of the public benefit of drainage.

The reference to a drainage project "established and maintained by a drainage association" is substituted for the former reference to "such" drainage for clarity.

The reference to drainage "benefit[ing] the public and promot[ing] public health, safety,

and welfare" is substituted for the former reference to drainage "be[ing] considered a public benefit and conducive to the public health, convenience and welfare" for consistency with similar terminology in the Code.

The former clause "and it is hereby declared that" is deleted as surplusage.

§ 26-106. Notice to units of State government.

The county commissioners or county council shall notify the Secretary of Agriculture and the State Soil Conservation Committee in the Department of Agriculture of the establishment of a drainage association so that coordination

and assistance may be provided in accordance with § 8-602 of the Agriculture Article. (An. Code 1957, art. 25, § 52(b); 2013, ch. 119, § 2.)

REVISOR'S NOTE

This section is new language derived without substantive change from former Art. 25, § 52(b). mittee "in the Department of Agriculture" are added for clarity.

The reference to the "county commissioners or county council" is added to clarify who is required to give notice. Defined term: "Drainage association" § 26-101

In this section and throughout this title, the references to the State Soil Conservation Com-

§ 26-107. Notice to affected nonresident.

If any owner of property affected by any proceedings under this title resides out of State, a written notice of the proceedings of the county commissioner or county council served on the tenant or agent of the owner at least 30 days before the proceedings shall be as good and sufficient as if the owner resided in the State. (An. Code 1957, art. 25, § 76; 2013, ch. 119, § 2.)

REVISOR'S NOTE

This section is new language derived without substantive change from former Art. 25, § 76. Defined term: "State" § 1-101
The former reference to "land" is deleted as included in the reference to "property".

Subtitle 2. Petition to Establish Drainage Association.

§ 26-201. Filing.

A petition to establish a drainage association shall be filed with the designated officer of the county in which all or a part of the land to be affected by the proposed drainage association is located. (An. Code 1957, art. 25, § 53(a); 2013, ch. 119, § 2.)

REVISOR'S NOTE

This section is new language derived without substantive change from former Art. 25, § 53(a), as it related to the filing of a petition to establish a drainage association.

The reference to "the land to be affected by the proposed drainage association" is substituted for the former reference to "such body of land" for clarity.

The reference to a petition "to establish a drainage association" is added for clarity.

Defined terms:

The word "shall" is substituted for the former word "may" to clarify that it is a requirement that a petition be filed with the county.

"County" § 1-101
"Designated officer" § 26-101
"Drainage association" § 26-101

§ 26-202. Petition.

(a) *Contents.* — The petition shall:

(1) clearly describe the area's location, boundaries, and need of drainage for optimal crop production;

(2) describe how draining or ditching the area or changing the natural watercourse benefits the public or promotes the public health, safety, or welfare; and

(3) request the establishment of a drainage association for the purposes listed in item (2) of this subsection.

(b) *Required signatures.* — A petition is valid only if signed by at least one-third of the landowners or the owners of at least one-third of the land in a watershed. (An. Code 1957, art. 25, § 53(a); 2013, ch. 119, § 2.)

REVISOR'S NOTE

This section is new language derived without substantive change from former Art. 25, § 53(a), as it related to the content of a petition to establish a drainage association and the signatures required for the petition.

In subsection (a)(1) of this section, the reference to "clearly" describing the area is substituted for the former reference to describing the area "in such a way as to convey an intelligent idea" for brevity.

In subsection (a)(2) of this section, the reference to draining "benefit[ing] the public or promot[ing] the public health, safety, or welfare" is substituted for the former reference to "the public benefit or utility, or the public health, convenience or welfare would be pro-

moted by draining" for consistency with similar terminology in the Code.

Also in subsection (a)(2) of this section, the reference to the "area" is substituted for the former reference to the "same" for clarity.

Also in subsection (a)(2) of this section, the former reference to "improving" the natural watercourse is deleted as included in the reference to "changing" the natural watercourse.

In subsection (b) of this section, the phrase "[a] petition is valid only if" is substituted for the former phrase "[a] petition . . . may be filed" for clarity.

Defined terms:

"Drainage association"	§ 26-101
"Landowner"	§ 26-101

§ 26-203. Report required.

(a) *In general.* — (1) The petition shall be accompanied by a report from the local soil conservation districts serving the area of the proposed drainage association.

(2) The report shall state:

- (i) the size and location of the area of the proposed drainage association;
- (ii) the nature of the problem to be addressed;
- (iii) the type of treatment believed to be needed and the benefits anticipated;
- (iv) whether the proposed drainage association is feasible and is generally supported by the landowners in the area;
- (v) whether the proposed drainage association will benefit the public and promote the public health, safety, and welfare;
- (vi) the name of the proposed drainage association, in the form of the "_____ Public Drainage Association"; and
- (vii) the number of managers, equaling not less than three, to serve as the board of managers.

(b) *Maps of area affected.* — The local soil conservation districts shall file with the report maps that show:

- (1) a general delineation of the area of the proposed drainage association; and
- (2) the area's location in each county in which it lies. (An. Code 1957, art. 25, § 53(b); 2013, ch. 119, § 2.)

REVISOR'S NOTE

This section is new language derived without substantive change from former Art. 25, § 53(b).

In subsections (a)(1) and (2)(i) and (b)(1) of this section, the references to the area "of" the proposed drainage association are added for clarity and consistency within this title.

In subsection (a)(1) of this section, the reference to the districts "serving" the area is substituted for the former reference to the districts "lying in whole or in part within" the area for clarity.

In subsection (a)(2)(ii) of this section, the reference to the problem "to be addressed" is added for clarity.

In subsection (a)(2)(iv) of this section, the former reference to the drainage association being "practicable" is deleted as implicit in the reference to the association being "feasible".

In subsection (a)(2)(v) of this section, the reference to the drainage association "benefit[ing] the public and promot[ing] the public health, safety, and welfare" is substituted for the former reference to the drainage associa-

tion "promot[ing] the public benefit, and be[ing] conducive to the public health, safety, and welfare" for consistency with similar terminology in the Code.

In subsection (a)(2)(vii) of this section, the reference to the "board of managers" is substituted for the former reference to the "governing body" for clarity and to avoid the erroneous application of the defined term "governing body".

In the introductory language of subsection (b) of this section, the reference to a "local" soil conservation district is added for consistency within this title.

In subsection (b)(2) of this section, the reference to "each county in which it lies" is substituted for the former reference to "the county or counties indicated" for clarity.

Defined terms:

"Board of managers"	§ 26-101
"County"	§ 1-101
"Drainage association"	§ 26-101
"Landowner"	§ 26-101

§ 26-204. Examination of petition and report; hearing; notice.

(a) *Examination of petition and report.* — (1) The county commissioners or county council shall examine the petition and report at the first meeting after receiving the petition and report.

(2) If the county commissioners or county council find the petition and report are not in proper form or not in compliance with the law, the petition and report shall be returned to the petitioners to be corrected and resubmitted.

(3) If the petition and report are in proper form and in compliance with the law, the county commissioners or county council shall set a date for a public hearing on the petition and report.

(b) *Notice.* — (1) At least 10 days before the hearing, the county commissioners or county council shall:

(i) publish notice of the time and place of the hearing in a newspaper of general circulation in each county in the area in which the proposed drainage association would be located; and

(ii) send notice of the hearing and any later hearing to the:

1. Department of Agriculture; and

2. State Soil Conservation Committee in the Department of Agriculture.

(2) The notice of the hearing shall state that a copy of the report is available for inspection in the office of the designated officer.

(c) *Report available for inspection.* — A copy of the report shall be available for inspection in the office of the designated officer. (An. Code 1957, art. 25, § 54; 2013, ch. 119, § 2.)

REVISOR'S NOTE

This section is new language derived without substantive change from former Art. 25, § 54.

In subsection (a)(1) of this section, the reference to the requirement that the local authority "examine the petition and report" is added for consistency with § 25-204 of this article, which applies to watershed associations.

In subsection (a)(2) of this section, the reference to the petition and report being "resubmitted" is substituted for the former reference to the petition and report being returned "to the county commissioners at a subsequent meeting" for brevity.

Also in subsection (a)(2) of this section, the reference to the petition being "returned" is substituted for the former references to the petition being "reject[ed]" and "referred back" for clarity.

In subsection (b)(1)(i) of this section, the reference to each "county in the area in which

the proposed drainage association would be located" is substituted for the former reference to the "county or counties in which the lands in the drainage association are located" for clarity.

Also in subsection (b)(1)(i) of this section, the former reference to "newspapers" is deleted in light of the reference to "newspaper" and Art. 1, § 8, which provides that the singular generally includes the plural.

In subsection (c) of this section, the former reference to "[d]uring this time" is deleted as surplusage.

Also in subsection (c) of this section, the former reference to inspection "by any land-owners or other person interested" is deleted as surplusage.

Defined terms:	
"County"	§ 1-101
"Designated officer"	§ 26-101
"Drainage association"	§ 26-101

§ 26-205. Multiple counties — Jurisdiction and venue.

If the land described in the petition is located in two or more counties, the county commissioners or county council of an affected county may exercise the jurisdiction conferred in this title, but the venue shall lie in the county in which the petition is filed. (An. Code 1957, art. 25, § 55; 2013, ch. 119, § 2.)

REVISOR'S NOTE

This section is new language derived without substantive change from the first sentence of former Art. 25, § 55.

Defined term:	
"County"	§ 1-101

§ 26-206. Hearing and action on petition and report.

(a) *Participants.* — At the hearing on the petition and report, the petitioners, any affected local soil conservation district, and any other person may appear in person or by counsel and object to any part of the report.

(b) *Authority of county.* — The county commissioners or county council may:

(1) disapprove the petition and report and return them to the petitioners for amendment in view of the objections presented; or

(2) approve the petition and report as submitted or amended. (An. Code 1957, art. 25, § 57; 2013, ch. 119, § 2.)

REVISOR'S NOTE

This section is new language derived without substantive change from the first and second sentences of former Art. 25, § 57.

In subsection (a) of this section, the reference to the hearing "on the petition and report" is added for clarity.

Also in subsection (a) of this section, the reference to a "local" soil conservation district is added for consistency within this title.

Also in subsection (a) of this section, the former reference to soil conservation "districts" is deleted in light of the reference to a soil

conservation "district" and Art. 1, § 8, which provides that the singular generally includes the plural.

Also in subsection (a) of this section, the former reference to a soil conservation district "being represented" is deleted as surplusage.

Also in subsection (a) of this section, the reference to any "other person" is substituted for the former reference to any "person interested in the matter" for brevity.

In subsection (b)(1) of this section, the reference to "return[ing] them" is substituted for the former reference to "refer[ring] them back" for brevity.

Defined term:

"Person" § 1-101

Subtitle 3. Establishment and Organization.

§ 26-301. Establishment of drainage association.

(a) *Approval of petition and report.* — On approval of the petition and report filed under Subtitle 2 of this title, the county commissioners or county council shall:

(1) establish a drainage association that is composed of the landowners; and

(2) name the organization the "_____ Public Drainage Association".

(b) *Status.* — A drainage association created under this title is a political subdivision of the State and a body politic and corporate.

(c) *Powers.* — A drainage association may:

(1) acquire, hold, and convey property;

(2) sue and be sued;

(3) adopt a seal; and

(4) exercise corporate powers. (An. Code 1957, art. 25, §§ 57, 59; 2013, ch. 119, § 2.)

REVISOR'S NOTE

This section is new language derived without substantive change from former Art. 25, § 59 and the third sentence of § 57.

In the introductory language of subsection (a) of this section, the reference to filing "under Subtitle 2 of this title" is added for clarity.

In subsection (a)(1) of this section, the former reference to "all the lands within the boundaries of the association" is deleted as surplusage.

In subsection (b) of this section, the former reference to a drainage association "under the name and title of the _____ Public

Drainage Association" is deleted as unnecessary since it is established in subsection (a) of this section that the commissioners will name the drainage association.

In subsection (c)(3) of this section, the former reference to "alter[ing] the seal "at pleasure" is deleted as implicit in the reference to "adopt[ing]" the seal.

Defined terms:

"Drainage association" § 26-101
 "Landowner" § 26-101
 "State" § 1-101

§ 26-302. Board of managers — Initial election.

(a) *Meeting of landowners.* — Within 30 days after the approval of the petition and report, the county commissioners or county council shall call a meeting of the landowners to elect a board of managers.

(b) *Notice.* — (1) At least 10 days before the meeting, the county commissioners or county council shall post a notice of the meeting at four public places in the area or vicinity of the area of the drainage association.

(2) The notice shall state the time, place, and purpose of the meeting.

(c) *Right to vote.* — (1) Each landowner is entitled to vote in the election of the board of managers until the board of viewers report is approved by the county commissioners or county council.

(2) When the report of the board of viewers is approved, each landowner is entitled to vote according to the special assessment on the landowner shown in the report as follows:

- (i) for any special assessment not exceeding \$15, one vote;
- (ii) for any special assessment more than \$15 and not exceeding \$35, two votes;
- (iii) for any special assessment more than \$35 and not exceeding \$60, three votes;
- (iv) for any special assessment more than \$60 and not exceeding \$100, four votes;
- (v) for any special assessment more than \$100, one additional vote for each \$50 in excess of \$100, plus one additional vote for any remaining part less than \$50.

(3) Any landowner may vote by written proxy signed by the landowner.

(d) *Quorum.* — A quorum consists of the number of landowners who are entitled to cast a majority of all the votes as provided in subsection (c) of this section.

(e) *Appointment in absence of quorum.* — On proof that notice has been given as required in subsection (b) of this section, if a quorum is not obtained, the county commissioners or county council shall appoint the managers.

(f) *Staggering of initial terms.* — The board of managers elected under subsection (a) of this section shall determine by a random drawing the managers who:

- (1) serve until the date of the first regular annual meeting;
- (2) serve until the date of the first regular annual meeting and for 1 year thereafter; or
- (3) serve until the date of the first regular annual meeting and for 2 years thereafter. (An. Code 1957, art. 25, §§ 58, 61; 2013, ch. 119, § 2.)

REVISOR'S NOTE

This section is new language derived without substantive change from former Art. 25, §§ 58 and 61.

In subsection (a) of this section, the reference to calling "a meeting of the landowners" is substituted for the former reference to calling "together the owners of all land within the public drainage association" for clarity and consistency within this subtitle.

In subsection (b)(1) of this section, the reference to places "in the area or vicinity of the area of the drainage association" is substituted for the former reference to places "within the drainage association or in the vicinity thereof" for clarity and consistency within this title.

In subsection (c)(1) of this section, the reference to the election "of the board of managers"

is substituted for the former reference to "such" election for clarity.

In subsection (c)(3) of this section, the reference to a "written proxy signed by the landowner" is substituted for the former reference to a "proxy, authorized by writing, under his hand" for clarity.

In subsection (d) of this section, the reference to the "number of landowners who are entitled" is substituted for the former reference to "[l]andowners who shall be entitled" for clarity.

Also in subsection (d) of this section, the former reference to a quorum "for the purposes aforesaid" is deleted as surplusage.

In subsection (e) of this section, the reference to a "quorum [that] is not obtained" is substituted for the former reference to "such land-

owners constituting a quorum [that] refuse or fail to meet" for brevity.

In subsection (f) of this section, the reference to determining "by a random drawing" is substituted for the former reference to determining "by the drawing of lots" to provide clarity through the use of more modern terminology.

Also in subsection (f) of this section, the former reference to an annual meeting "as

hereinafter provided in this subtitle" is deleted as surplusage.

Defined terms:

"Board of managers"	§ 26-101
"Board of viewers"	§ 26-101
"Drainage association"	§ 26-101
"Landowner"	§ 26-101

§ 26-303. Board of managers — Tenure; vacancies.

(a) *Tenure.* — (1) The term of each manager is 3 years.

(2) Each manager shall serve until a successor is elected or appointed.

(b) *Election to fill vacancies.* — (1) Each year, the landowners shall meet to elect a successor to:

(i) any manager whose term expired on or before the date of the meeting; and

(ii) any manager who died or resigned since the last annual meeting.

(2) A manager who is elected to fill a vacancy caused by death or resignation shall hold the office for the rest of the term.

(c) *Appointment to fill vacancies.* — (1) The county commissioners or county council shall appoint an individual to fill a vacancy on the board of managers if:

(i) the board of managers does not call an annual meeting of landowners; or

(ii) the board of managers holds an annual meeting of landowners but a quorum is not present.

(2) The county commissioners or county council may appoint a manager to fill a vacancy on the board of managers until the next annual meeting of landowners. (An. Code 1957, art. 25, §§ 64-66; 2013, ch. 119, § 2.)

REVISOR'S NOTE

This section is new language derived without substantive change from former Art. 25, §§ 65 and 66 and the first sentence of § 64.

In subsection (a)(1) of this section, the reference to "each manager" is substituted for the former reference to "[m]embers of the board of managers elected or appointed under § 64 or § 65 of this subtitle" for brevity.

In subsection (b)(1)(ii) of this section, the reference to any "manager" is substituted for the former reference to any "other or others" for clarity.

Also in subsection (b)(1)(ii) of this section, the reference to the last "annual" meeting is substituted for the former reference to the last "regular" meeting for clarity and consistency throughout this subtitle.

In subsection (b)(2) of this section, the reference to the "rest of the" term is substituted for the former reference to the "unexpired balance" of the term for clarity and consistency with other revised articles of the Code.

Also in subsection (b)(2) of this section, the former reference to managers holding an office "until his successor is elected or appointed" is deleted as redundant of subsection (a)(2) of this section.

In the introductory language of subsection (c)(1) of this section, the reference to an "individual" is substituted for the former reference to a "person or persons" because only a human being and not the other entities included in the definition of "person" can serve as a manager.

Also in the introductory language of subsection (c)(1) of this section, the former phrase "upon proof being given" is deleted as surplusage.

Also in the introductory language of subsection (c)(1) of this section, the former reference to "vacancies" is deleted in light of the reference to "vacancy" and Art. 1, § 8, which provides that the singular generally includes the plural.

In subsection (c)(2) of this section, the former reference to a vacancy "caused by death, resign-

nation, or for any reason" is deleted as surplusage.

"Landowner"

§ 26-101

Defined terms:

"Board of managers"

§ 26-101

§ 26-304. Officers.

The board of managers shall elect a chair and a secretary from among its members. (An. Code 1957, art. 25, § 60A; 2013, ch. 119, § 2.)

REVISOR'S NOTE

This section is new language derived without substantive change from former Art. 25, § 60A.

The former reference to the board of managers "so elected or appointed having determined the length of term of the several members," is deleted as redundant of § 26-302(d) of this subtitle which provides for the election or appointment and term of a manager.

The former phrase "proceed at once to organize by" electing officers is deleted as surplusage.

Defined term:

"Board of managers"

§ 26-101

§ 26-305. Immunity from liability.

An officer or director of a drainage association shall have the immunity from liability described in § 5-508 of the Courts Article. (An. Code 1957, art. 25, § 60; 2013, ch. 43, § 5; ch. 119, § 2.)

REVISOR'S NOTE

This section is new language derived without substantive change from former Art. 25, § 60, as it related to the immunity from liability of an officer or director of a drainage association.

Defined term:

"Drainage association"

§ 26-101

Editor's note. — Pursuant to § 5, ch. 43, Acts 2013, "§ 5-508" was substituted for "§ 5-

508(b)," following the amendment by ch. 119, Acts 2013.

§ 26-306. Distribution and retention of petition and report.

The county commissioners or county council shall:

(1) retain the original petition and report approved under § 26-206(b) of this title; and

(2) deliver a copy of the approved petition and report to the board of managers and the State Soil Conservation Committee in the Department of Agriculture. (An. Code 1957, art. 25, § 62; 2013, ch. 119, § 2.)

REVISOR'S NOTE

This section is new language derived without substantive change from former Art. 25, § 62.

The former reference to the petition and report as approved "by the board of county commissioners" is deleted as surplusage.

In item (1) of this section, the reference to the petition and report approved "under § 26-206(b) of this title" is added for clarity.

Also in item (1) of this section, the former reference to retaining the original "in their

official records" is deleted as surplusage.

Also in item (1) of this section, the former reference to retaining "one copy of" the petition is deleted as surplusage. Similarly, in item (2) of this section, the former reference to a "third" copy is deleted.

Defined terms:

"Board of managers"

§ 26-101

§ 26-307. Drainage file.

(a) *Designated officer to maintain.* — The designated officer shall maintain a drainage file.

(b) *Contents.* — The drainage file shall contain the petitions, motions, orders, reports, and other exhibits necessary for a complete record of the establishment of each drainage association in the county. (An. Code 1957, art. 25, § 75; 2013, ch. 119, § 2.)

REVISOR'S NOTE

This section is new language derived without substantive change from former Art. 25, § 75.

In subsection (b) of this section, the former reference to a "continuous" record is deleted as included in the reference to a "complete" record.

Defined terms:

"County"

§ 1-101

"Designated officer"

§ 26-101

"Drainage association"

§ 26-101

§ 26-308. Annual meetings of landowners.

(a) *In general.* — In January of each year, the board of managers shall call a meeting of the landowners.

(b) *Notice.* — (1) At least 10 days before the meeting, the board of managers shall post a notice of the meeting at four public places in the vicinity of the drainage project.

(2) The notice shall state the time, place, and purpose of the meeting.

(c) *Annual report and other business.* — At the meeting, the landowners shall:

(1) receive the annual report of the board of managers; and

(2) transact any other business that may properly come before the landowners. (An. Code 1957, art. 25, §§ 63, 64; 2013, ch. 119, § 2.)

REVISOR'S NOTE

This section is new language derived without substantive change from the first and second sentences of former Art. 25, § 63 and the second sentence of § 64.

In subsection (a) of this section, the former reference to "on a date they select" is deleted as surplusage.

In subsection (b) of this section, the former reference to "the most" public places is deleted as surplusage.

In the introductory language of subsection (c) of this section, the phrase "[a]t the meeting" is added for clarity.

Defined terms:

"Board of managers"

§ 26-101

"Landowner"

§ 26-101

§ 26-309. Special meetings.

(a) *In general.* — The board of managers may call a special meeting of landowners at any time.

(b) *Notice.* — (1) At least 10 days before the meeting, the board of managers shall:

(i) post a notice of the meeting at four public places in the vicinity of the drainage project; and

(ii) mail a notice to:

1. each landowner;
2. the county commissioners or county council; and
3. the State Soil Conservation Committee in the Department of Agriculture.

(2) The notice shall state the time, place, and purpose of the meeting. (An. Code 1957, art. 25, § 63; 2013, ch. 119, § 2.)

REVISOR'S NOTE

This section is new language derived without substantive change from the third sentence of former Art. 25, § 63.

In subsection (b)(1)(i) of this section, the reference to “[a]t least 10 days before the meeting . . . post[ing] a notice of the meeting at four public places in the vicinity of the drainage project” is substituted for the former reference to giving notice “as aforesaid” for clarity.

In subsection (b)(1)(ii) of this section, the former reference to a “written or printed” notice

is deleted as unnecessary in light of the reference to a “mail[ed]” notice.

In subsection (b)(2) of this section, the reference to the notice “stat[ing] the time, place, and purpose of the meeting” is substituted for the former reference to giving notice “as aforesaid” for clarity.

Defined terms:

- | | |
|---------------------|----------|
| “Board of managers” | § 26-101 |
| “Landowner” | § 26-101 |

Subtitle 4. Plan.

§ 26-401. *Development.*

(a) *Duty of board of managers.* — The board of managers shall develop a plan for agricultural drainage and soil conservation to promote optimal crop production by establishing and maintaining drainage systems that promote public health, safety, and welfare.

(b) *Planning and engineering services.* — In developing the plan, the board of managers:

- (1) shall engage the services of private engineers; or
- (2) may use the services of planners and engineers of local, State, and federal units of government.

(c) *Right of entry.* — A member or an agent of the board of managers or a member or an agent of the board of viewers:

- (1) may enter any land to make surveys and examinations for developing a plan; and
- (2) is liable for actual damage done to any land entered during a survey or examination. (An. Code 1957, art. 25, § 67(a), (b); 2013, ch. 119, § 2.)

REVISOR'S NOTE

This section is new language derived without substantive change from former Art. 25, § 67(a) and the first sentence of (b).

In subsection (a) of this section, the reference to public health, “safety,” and welfare is substituted for the former reference to public health,

"convenience," and welfare for consistency with other provisions of the Code.

Also in subsection (a) of this section, the former reference to "the watershed or subwatershed area" is deleted as surplusage.

Also in subsection (a) of this section, the former reference to "watershed" drainage systems is deleted as surplusage.

In subsection (b)(1) of this section, the former reference to a "competent and experienced" private engineer is deleted as implicit.

In subsection (b)(2) of this section, the reference to "units of government" is substituted for the former reference to "agencies" for consistency with other revised articles of the Code.

In the introductory language of subsection (c) of this section, the former reference to "employees" of the board of managers is deleted as

included in the reference to an "agent" of the board of managers.

In subsection (c)(1) of this section, the reference to "any land" is substituted for the former reference to "the lands within or without the area" for brevity.

Also in subsection (c)(1) of this section, the reference to "developing a plan" is substituted for the former reference to "accomplish[ing] their purpose" for clarity.

In subsection (c)(2) of this section, the reference to damage done "to any land entered during a survey or examination" is added for clarity.

Defined terms:

"Board of managers"	§ 26-101
"Board of viewers"	§ 26-101
"State"	§ 1-101

§ 26-402. Contents.

The plan developed under § 26-401 of this subtitle shall include:

- (1) the location of each proposed drainage project on a map, drawing, or aerial photograph;
- (2) a general delineation of the boundaries of the area affected by the drainage association with the general location in the county affected;
- (3) engineering plans in sufficient detail to describe the proposed project;
- (4) a general delineation of the boundaries of each tract of land in the area affected by the drainage association, including an estimate of the acreage of each tract; and
- (5) the total estimated construction cost of each proposed drainage project. (An. Code 1957, art. 25, § 69(a); 2013, ch. 119, § 2.)

REVISOR'S NOTE

This section is new language derived without substantive change from the third sentence of former Art. 25, § 69(a).

In the introductory language of this section, the reference to the plan "developed under § 26-401 of this subtitle" is added for clarity.

In items (2) and (4) of this section, the references to the "area affected by" the drainage association are added for clarity and consistency within this title.

In item (2) of this section, the former reference to "counties" is deleted in light of the reference to a "county" and Art. 1, § 8, which provides that the singular generally includes the plural. Similarly, in item (3) of this section, the former reference to "projects" is deleted in light of the reference to a "project".

In item (4) of this section, the reference to each "tract of land" is substituted for the former reference to each "affected individual ownership". Similarly, the reference to the acreage of each "tract" is substituted for the former reference to "which each contains".

In item (5) of this section and throughout this subtitle, the references to a "drainage project" are substituted for the former references to "works of improvement" for consistency with similar provisions of the Code.

Defined terms:

"County"	§ 1-101
"Drainage association"	§ 26-101

§ 26-403. Adoption of plan.

(a) *Meeting of landowners.* — On completion of the plan, or on the acceptance of a previously completed plan, the board of managers shall call a

meeting of the landowners to vote on the adoption of the plan for submission to the county commissioners or county council.

(b) *Notice.* — (1) At least 10 days before the meeting, the board of managers shall:

- (i) post a notice of the meeting in four public places in the area or vicinity of the area of the drainage association; and
- (ii) mail a notice to each landowner.

(2) The notice shall state the time, place, and purpose of the meeting.

(c) *Right to vote.* — At the meeting required under subsection (a) of this section:

- (1) each landowner is entitled to one vote; and
- (2) any landowner may vote by proxy if the proxy is dated, signed by the individual entitled to vote, and witnessed by at least one individual.

(d) *Determination by board of managers.* — (1) The board of managers shall determine whether to submit the plan to the county commissioners or county council for review and approval.

(2) In making the determination, the board of managers shall consider:

- (i) the vote of each landowner;
 - (ii) the probable apportionment of benefits to each landowner based on acreage;
 - (iii) the location of the drainage project; and
 - (iv) the extent of the benefits to the voter's land by the drainage project.
- (An. Code 1957, art. 25, § 68; 2013, ch. 119, § 2.)

REVISOR'S NOTE

This section is new language derived without substantive change from former Art. 25, § 68.

In subsection (b)(1)(i) of this section, the reference to places "in the area or vicinity of the area of the drainage association" is substituted for the former reference to places "within the association or in the vicinity thereof" for clarity and consistency within this title.

In subsection (b)(1)(ii) of this section, the former reference to a "written or printed" notice is deleted as unnecessary in light of the reference to a "mail[ed]" notice.

In the introductory language of subsection (c) of this section, the phrase "[a]t the meeting required under subsection (a) of this section" is substituted for the former phrase "[a]t such meeting" for clarity.

In subsection (c)(2) of this section, the references to an "individual" being entitled to vote or

being a witness are substituted for the former references to a "person" being entitled to vote or being a witness since the reference is intended to apply only to human beings and not the other entities included in the definition of "person".

In subsection (d)(2)(i) of this section, the reference to the vote "of each landowner" is added for clarity.

In subsection (d)(2)(ii) of this section, the reference to the benefits "to each landowner" is added for clarity.

In subsection (d)(2)(iii) of this section, the reference to the location "of the drainage project" is added for clarity.

Defined terms:

"Board of managers"	§ 26-101
"Drainage association"	§ 26-101
"Landowner"	§ 26-101

§ 26-404. Filing with county.

(a) *Filing.* — (1) If the board of managers decides to submit the plan to the county commissioners or county council, the board of managers shall submit three copies of the plan.

(2) The county commissioners or county council shall forward a copy of the plan to the State Soil Conservation Committee in the Department of Agriculture.

(b) *Statement.* — The board of managers shall include with the submission of the plan a statement that the board of managers has determined that the drainage project:

(1) is feasible;

(2) will benefit the public and promote public health, safety, and welfare; and

(3) will produce sufficient benefits to warrant the expenditure. (An. Code 1957, art. 25, § 69(a), (b); 2013, ch. 119, § 2.)

REVISOR'S NOTE

This section is new language derived without substantive change from former Art. 25, § 69(b) and the first and second sentences of (a).

In subsection (a)(2) of this section, the reference to the "county commissioners or county council" is added for clarity.

In subsection (b)(2) of this section, the reference to the project "benefit[ing] the public and

promot[ing] public health, safety, and welfare" is substituted for the former reference to the project "promot[ing] the public benefit and be[ing] conducive to the public health, safety, and welfare" for consistency with similar terminology in the Code.

Defined term:

"Board of managers"

§ 26-101

Subtitle 5. Board of Viewers.

§ 26-501. Appointment.

(a) *In general.* — (1) On approval of a plan submitted in accordance with § 26-404 of this title, the county commissioners or county council shall appoint a board of viewers composed of at least three impartial individuals who reside in the vicinity of the area of the drainage association.

(2) A member of the board of viewers may not be a landowner.

(b) *Multiple counties.* — If a drainage project described in a plan is located in more than one county, at least one member of the board of viewers shall be from each county in which the drainage project is located.

(c) *Notice of acceptance.* — An individual who is appointed as a member of a board of viewers may not act in that capacity until the individual provides written notice of acceptance of the appointment to the county commissioners or county council.

(d) *Vacancies.* — (1) If any member of the board of viewers dies, moves from a county in which the area of the drainage association is located, or otherwise is unable to act, the county commissioners or county council shall appoint a replacement as soon as feasible.

(2) The appointment of a replacement does not affect the validity of any work of the board of viewers.

(e) *Compensation of viewers and engineer.* — Each member of a board of viewers and the engineer is entitled to receive compensation for each day spent on duties as agreed by the county commissioners or county council and the members and engineer appointed under § 26-503 of this subtitle. (An. Code 1957, art. 25, §§ 55, 70, 101; 2013, ch. 119, § 2.)

REVISOR'S NOTE

This section is new language derived without substantive change from former Art. 25, §§ 70 and 101 and the second sentence of § 55.

In subsection (a)(1) of this section, the reference to "individuals" is substituted for the former reference to "citizens" because the meaning of "citizens" in this context is unclear.

Also in subsection (a)(1) of this section, the former reference to the "review" of the plan is deleted as implicit in the reference to the "approval" of the plan.

Also in subsection (a)(1) of this section, the former reference to "judicious" individuals is deleted as unnecessary in light of the reference to "impartial" individuals.

In subsection (b) of this section, the reference to the "board of" viewers is added for consistency with subsections (a) and (c) of this section.

In subsection (c) of this section, the references to an "individual" are substituted for the former references to a "person" since a member of a board of viewers would be a human being and not the other entities included in the definition of "person".

In subsection (d) of this section, the former reference to members "appointed by any order of the county commissioners" is deleted as surplusage.

Also in subsection (d) of this section, the former reference to "counties" is deleted in light of the reference to "county" and Art. 1, § 8, which provides that the singular generally includes the plural.

In subsection (e) of this section, the reference to the engineer "appointed under § 26-503 of this subtitle" is added for clarity.

Also in subsection (e) of this section, the reference to the "members and engineer" is substituted for the former reference to the "parties" for clarity.

Also in subsection (e) of this section, the former reference to the "discharge of" the members' duties is deleted as surplusage.

Defined terms:

"Board of viewers"	§ 26-101
"County"	§ 1-101
"Drainage association"	§ 26-101
"Landowner"	§ 26-101

§ 26-502. Notice of action by board of viewers.

At least 10 days before proceeding with its duties, the board of viewers shall:

(1) post a notice of its intention to proceed at four public places in the area described in the petition;

(2) publish a notice in a newspaper of general circulation published in each county in which the lands to be viewed are located; and

(3) send a copy of the notice to the county commissioners or county council, the Secretary of Agriculture, and the State Soil Conservation Committee in the Department of Agriculture. (An. Code 1957, art. 25, § 70A; 2013, ch. 119, § 2.)

REVISOR'S NOTE

This section is new language derived without substantive change from former Art. 25, § 70A.

In the introductory language of this section, the former reference to the "execution" of the duties of the board of viewers is deleted as surplusage.

In item (2) of this section, the reference to "publish[ing] a notice in a newspaper of general circulation published in each county" is substituted

for the former reference to "notice inserted in a newspaper or newspapers published in the county or counties" for consistency with other terminology in this article.

Defined terms:

"Board of viewers"	§ 26-101
"County"	§ 1-101

§ 26-503. Duties.

(a) *Examination to determine benefits; make surveys.* — On receipt of a copy of the plan from the county commissioners or county council, a board of viewers shall:

- (1) (i) engage the services of a private engineer; or
 (ii) use the services of an engineer of a local, State, or federal unit of government;
- (2) enter and view, with the individuals described in item (1) of this subsection, the land described in the petition;
- (3) make careful and thorough examination of the land described in the petition and of other land if necessary to locate properly the project that is the subject of the petition;
- (4) include in the area of the proposed drainage association all land that would be benefited and exclude any land described in the petition that it determines would not be benefited by the proposed improvement;
- (5) conduct surveys to determine the boundaries and elevations of the area and to develop a plan for the project; and
- (6) lay out on the ground a plainly and substantially marked line of each ditch or drain or other improvement that it considers necessary.
- (b) *Consideration of damages.* — A board of viewers shall consider as damages, without regard to any benefit that would result from the proposed drainage project:
- (1) the value of land taken for construction of the proposed drainage project;
- (2) inconvenience imposed by the construction of the proposed drainage project; and
- (3) other lawfully compensable damages. (An. Code 1957, art. 25, §§ 71, 72; 2013, ch. 119, § 2.)

REVISOR'S NOTE

This section is new language derived without substantive change from former Art. 25, §§ 71 and 72.

In subsection (a)(1)(i) of this section, the former reference to a "competent and experienced" private engineer is deleted as implicit.

In subsection (a)(1)(ii) of this section, the reference to a "unit of government" is substituted for the former reference to "agency" for consistency with other similar provisions of the Code.

In subsection (a)(2) of this section, the reference to the "individuals described in item (1) of this subsection" is substituted for the former reference to "him" for clarity.

In subsection (a)(3) of this section, the reference to the "land described in the petition" is substituted for the former reference to the "area" for consistency with subsection (a)(2) of this section.

Also in subsection (a)(3) of this section, the reference to the "project" is substituted for the former reference to "improvement or improvements" for consistency with similar provisions of the Code. Similarly, in subsection (a)(5) of this section, the reference to the "project" is

substituted for the former reference to the "necessary improvements".

In subsection (a)(5) of this section, the former reference to the "several parts" of the area is deleted as surplusage.

In the introductory language of subsection (b) of this section, the reference to considering damages "without regard to" any benefit is substituted for the former reference to considering damages "separate and apart from" any benefit for brevity.

In subsection (b)(1) of this section, the reference to considering as damages "the value of" land taken is added for clarity.

In subsection (b)(2) of this section, the conjunction "and" is substituted for the conjunction "or" to clarify that each item listed is to be considered.

In subsection (b)(3) of this section, the reference to "lawfully compensable damages" is substituted for the former reference to "legal damages sustained" for clarity.

Defined terms:

"Board of viewers"	§ 26-101
"Drainage association"	§ 26-101
"State"	§ 1-101

§ 26-504. Costs.

(a) *Assessments.* — A board of viewers:

- (1) shall determine the amount sufficient to pay:
 - (i) the cost of constructing or improving a proposed drainage project;
 - (ii) any damages awarded;
 - (iii) any compensation for an existing drainage project that the board of viewers adopts in accordance with § 26-505 of this subtitle;
 - (iv) the expenses of the board of viewers; and
 - (v) the costs of establishing the drainage association;
- (2) shall subtract from the amount determined under item (1) of this subsection any amounts received from the county commissioners or county council or any other source; and
- (3) shall assess each landowner, including the State or a political subdivision of the State, that will derive a benefit from the proposed drainage project a proportion of the amount described in item (2) of this subsection, based on the benefits that would accrue to the tract of land from the drainage project.

(b) *Contribution by county.* — Notwithstanding any other law, the county commissioners or county council may:

- (1) contribute toward the costs of a drainage project authorized under this title from general funds of the county; or
- (2) allocate toward the costs of any drainage project any other money that is available for the drainage project. (An. Code 1957, art. 25, §§ 73, 74; 2013, ch. 119, § 2.)

REVISOR'S NOTE

This section is new language derived without substantive change from former Art. 25, § 73 and the second and fourth sentences of § 74.

In subsection (a)(1) of this section, the reference to a board of viewers "determin[ing]" an amount is added for clarity.

In subsection (a)(1)(i) of this section, the reference to a "proposed" drainage project is substituted for the former reference to "such ditches or drains or other drainage works" for consistency within this title.

In subsection (a)(1)(iii) of this section, the reference to "an existing drainage project that the board of viewers adopts in accordance with § 26-505 of this subtitle" is substituted for the former reference to "adopted improvements previously constructed" for clarity.

In subsection (a)(3) of this section, the reference to assessing each tract of land "a proportion of the amount . . . based on the benefits that would accrue to the tract of land from the drainage project" is substituted for the former reference to assessing "against such persons

respectively a sum proportional to the benefits accruing to their lands" for clarity.

Also in subsection (a)(3) of this section, the former reference to the requirement that the board of watershed viewers "adjudge thereof" is deleted as unnecessary in light of the requirement that the board "assess" an amount for each tract of land.

Also in subsection (a)(3) of this section, the reference to the "amount described in item (2) of this subsection" is substituted for the former reference to the "cost and expense of making the same" for clarity.

In subsection (b) of this section, the references to a "drainage project" are substituted for the former references to an "improvement" and "improvements" for consistency with similar provisions of the Code.

Defined terms:

"Board of viewers"	§ 26-101
"County"	§ 1-101
"Drainage association"	§ 26-101
"Landowner"	§ 26-101
"State"	§ 1-101

§ 26-505. Existing drainage projects.

(a) *Adoption.* — A board of viewers may adopt an existing drainage project as a whole drainage project or as a part of a drainage project, under this title.

(b) *Compensation for project.* — If an existing drainage project is adopted by the board of viewers, it shall pay fair compensation to each landowner for the value of work already done on the drainage project. (An. Code 1957, art. 25, § 74; 2013, ch. 119, § 2.)

REVISOR'S NOTE

This section is new language derived without substantive change from the first and third sentences of former Art. 25, § 74.

In subsection (a) of this section and throughout this title, the references to an "existing" drainage project are substituted for the former references to a drainage project "already constructed" and "previously constructed" for clarity.

Also in subsection (a) of this section, the reference to "drainage project[s]" is substituted for the former reference to "drainage improvements" for consistency with similar provisions of the Code.

In subsection (b) of this section, the phrase "[i]f an existing drainage project is adopted by the board of viewers," is added for clarity.

Also in subsection (b) of this section, the reference to "pay[ing]" fair compensation is substituted for the former reference to "allow[ing]" fair compensation for clarity.

Defined terms:

"Board of viewers"	§ 26-101
"Landowner"	§ 26-101

§ 26-506. Subsequent board of viewers.

(a) *Appointment on request of board of managers.* — At the request of the board of managers, the county commissioners or county council shall appoint a board of viewers to determine if the original determination as to which lands have benefited from the improvements has changed.

(b) *Qualifications; powers; duties.* — The board of viewers appointed under this section shall have the same qualifications, rights, powers, privileges, and duties as the original board of viewers.

(c) *Report.* — (1) The board of viewers shall report its findings to the county commissioners or county council.

(2) The county commissioners or county council shall consider the report in the same manner as the original report, and the report shall be subject to a public hearing and the right to judicial review as provided under § 26-513 of this subtitle.

(d) *Assessments.* — Any revision in the original determination as to which lands benefit from the drainage project shall become the basis for all future assessments for paying for the drainage project, including related expenses such as damages and the maintenance of the drainage project.

(e) *Classification of land.* — Notwithstanding the requirements of this section, the board of managers, at any time after the creation of a drainage association, may determine which land in the association is classified as woodland, cropland, commercial, industrial, or residential. (An. Code 1957, art. 25, § 82; 2013, ch. 119, § 2.)

REVISOR'S NOTE

This section is new language derived without substantive change from former Art. 25, § 82.

In subsection (b) of this section, the reference to the board of viewers "appointed under this section" is added for clarity.

In subsection (c)(2) of this section, the reference to judicial review "as provided under § 26-513 of this subtitle" is added for clarity.

Also in subsection (c)(2) of this section, the reference to "the county commissioners or county council" is added for clarity.

In subsection (d) of this section, the former reference to lands "both public and private" is deleted as surplusage.

Defined terms:

"Board of managers"	§ 26-101
"Board of viewers"	§ 26-101
"Drainage association"	§ 26-101

§ 26-507. Report to State and county.

(a) *Report required.* — At the earliest feasible date, the board of viewers shall submit three copies of a written report to the county commissioners or county council and to the State Soil Conservation Committee in the Department of Agriculture.

(b) *Contents.* — The report shall state:

- (1) whether the proposed drainage project:
 - (i) is feasible;
 - (ii) will benefit the public or promote the public health, safety, or welfare; and
 - (iii) will benefit the land to be affected by the drainage project sufficiently to warrant the probable expenditure;

(2) the name of each person entitled to damages and the amount of the damages;

(3) the name of each person entitled to compensation for a drainage project adopted under § 26-505 of this subtitle and the amount of the compensation;

(4) the amount determined under § 26-504(a)(1) of this subtitle; and

(5) the amount for which each landowner shall be assessed as a share of the total cost of the drainage project and its proportion of the whole.

(c) *Maps and profiles.* — The board of viewers shall file with the report three copies of maps and profiles that show:

(1) the location of the proposed drainage project on a map, drawing, or aerial photograph to a suitable scale;

(2) a general delineation of the boundary of the area affected, with the general location in the county indicated;

(3) a general delineation of the boundaries of each landowner's tract, with an estimate of the acreage that each tract contains; and

(4) the dimensions and profiles of the proposed drainage project. (An. Code 1957, art. 25, § 82A; 2013, ch. 119, § 2.)

REVISOR'S NOTE

This section is new language derived without substantive change from former Art. 25, § 82A.

In subsection (a) of this section, the reference to the requirement that the board of viewers

"submit" a report is substituted for the former reference to the requirement that the board "make out and return" a report for brevity.

In subsection (b)(1)(ii) of this section, the

reference to the project "benefit[ing] the public or promot[ing] the public health, safety, or welfare" is substituted for the former reference to the project "promot[ing] the public benefit or utility, or the public health, convenience or welfare" for consistency with similar provisions of the Code.

In subsections (b)(3) and (c)(4) of this section, the references to a "drainage project" are substituted for the former references to "improvements" for consistency with similar provisions of the Code.

In subsection (b)(3) of this section, the reference to a project "adopted under § 26-505 of

this subtitle" is substituted for the former reference to a project "previously constructed" for clarity.

In subsection (b)(4) of this section, the reference to the "amount determined under § 26-504(a)(1) of this subtitle" is substituted for the former reference to the "total estimated cost of improvements, including damages, compensations, and organization expenses" for brevity and clarity.

Defined terms:

"Board of viewers"	§ 26-101
"Landowner"	§ 26-101
"Person"	§ 1-101

§ 26-508. Examination of report; hearing; notice; report available for inspection.

(a) *Examination.* — (1) The county commissioners or county council shall examine a report submitted by a board of viewers under § 26-507 of this subtitle at the first meeting after receiving the report.

(2) If the county commissioners or county council find that a report under § 26-507 of this subtitle is not in proper form or not in compliance with the law, the report shall be returned to the board of viewers to be corrected and resubmitted.

(3) If the county commissioners or county council find that a report under § 26-507 of this subtitle is in proper form and in compliance with the law, the county commissioners or county council shall set a date for a public hearing on the report.

(b) *Notice.* — (1) At least 30 days before a hearing under this section, the county commissioners or county council shall:

(i) publish notice of the time and place of the hearing in a newspaper of general circulation in each county in which the land affected is located; and

(ii) mail a notice to each person named in the report.

(2) Notice of the hearing shall state that a copy of the report is available for inspection in an office of the designated officer.

(c) *Report available for inspection.* — A copy of the report of the board of viewers shall be:

(1) available for inspection in an office of the designated officer; and

(2) sent to the Secretary of Agriculture and the State Soil Conservation Committee in the Department of Agriculture. (An. Code 1957, art. 25, § 84; 2013, ch. 119, § 2.)

REVISOR'S NOTE

This section is new language derived without substantive change from former Art. 25, § 84.

In subsection (a)(2) of this section, the reference to a report "not in proper form or not in compliance with the law" is substituted for the former reference to a report "not to be in due form and in accordance with the law" for clarity. Similarly, in subsection (a)(3) of this section,

the reference to a report in "proper form and in compliance with the law" is substituted for the former reference to a report "in due form and in accordance with the law".

Also in subsection (a)(2) of this section, the reference to the report being "returned" is substituted for the former reference to the report being "referred back" for clarity.

Also in subsection (a)(2) of this section, the reference to the report being "resubmitted" is substituted for the former reference to the report being "returned to the county commissioners at a subsequent meeting" for brevity.

In subsection (b)(1)(i) of this section, the former reference to "newspapers" is deleted in light of the reference to "newspaper" and Art. 1, § 8, which provides that the singular generally includes the plural. Similarly, in subsection (b)(1)(i) of this section, the former reference to "counties" is deleted in light of the reference to "county".

In subsection (b)(1)(ii) of this section, the former reference to a "written or printed" notice is deleted as implicit in the reference to a "mail[ed]" notice.

In subsection (b)(2) of this section, the reference to the requirement that the notice "state that a copy of the report is available for inspection in the office of the designated officer" is

substituted for the former reference to the requirement that the notices "so state" for clarity.

In subsection (c) of this section, the reference to a copy of the report being "available for" inspection is substituted for the former references to a copy of the report being "on file . . . , and shall be open to" the inspection for brevity.

Also in subsection (c) of this section, the former phrase "[d]uring this time" is deleted as surplusage.

Also in subsection (c) of this section, the former reference to inspection "of any landowner or other person interested" is deleted as surplusage.

Defined terms:

"Board of viewers"	§ 26-101
"County"	§ 1-101
"Designated officer"	§ 26-101
"Person"	§ 1-101

§ 26-509. Hearing procedure on report.

(a) *Participants.* — At a hearing under § 26-508 of this subtitle:

- (1) the board of viewers and engineers shall be present; and
- (2) any person may appear in person or by counsel and object to any part of the report.

(b) *Consideration by county.* — The county commissioners or county council shall consider carefully each objection presented under subsection (a) of this section.

(c) *Change in report.* — If possible at the hearing, the board of viewers may make changes to the report necessary to treat each concerned person equitably.

(d) *Action on report.* — The county commissioners or county council may:

- (1) disapprove the report;
- (2) return the report to the board of viewers for amendment or reconsideration in view of an objection presented; or
- (3) approve the report as submitted or as amended.

(e) *Powers of board of managers on approval of report.* — On approval of the report by the county commissioners or county council, the board of managers may install, operate, and maintain the drainage project described in the report. (An. Code 1957, art. 25, § 85; 2013, ch. 119, § 2.)

REVISOR'S NOTE

This section is new language derived without substantive change from former Art. 25, § 85.

In subsections (a)(1) and (c) of this section, the references to the "board of viewers" are substituted for the former references to "viewers" for consistency with § 26-501 of this subtitle. Similarly, in subsection (d)(2) of this section, the reference to the "board of viewers" is substituted for the former reference to "drainage viewers".

In subsection (a)(1) of this section, the clause "the board of viewers and engineers shall be present" is substituted for the former clause "the viewers and the engineers being present" to make explicit that which was previously implied, that the board of viewers and engineers are required to be present at the hearing.

In subsection (a)(2) of this section, the former reference to a person interested "in the matter" is deleted as surplusage.

In subsection (c) of this section, the reference to changes necessary to "treat each concerned person equitably" is substituted for the former reference to changes necessary to "render substantial and equal justice to all persons concerned" for brevity.

In subsection (d)(2) of this section, the reference to "return[ing]" the report is substituted for the former reference to the report being "refer[red] back" for clarity.

In subsection (e) of this section, the former reference to the report of "drainage viewers" is deleted as surplusage.

Defined terms:	
"Board of managers"	§ 26-101
"Board of viewers"	§ 26-101
"Person"	§ 1-101

§ 26-510. Payment of expenses if report disapproved.

(a) *Payment by county.* — If a report is disapproved, the county commissioners or county council shall pay the expenses properly incurred in making the survey and report and in publishing notices.

(b) *Imposition of special assessment on petitioners.* — To reimburse the county for the expenses described in subsection (a) of this section, the county commissioners or county council may impose a special assessment in equal amounts on the property of the landowners who signed the petition filed under Subtitle 2 of this title. (An. Code 1957, art. 25, § 81; 2013, ch. 119, § 2.)

REVISOR'S NOTE

This section is new language derived without substantive change from former Art. 25, § 81.

In subsection (b) of this section, the reference to a petition "filed under Subtitle 2 of this title" is added for clarity.

Also in subsection (b) of this section, the reference to "reimburs[ing] the county for the expenses described in subsection (a) of this section" is substituted for the former reference to "the proceeds of such tax to be used to reimburse the board of county commissioners

for the said payment of the said expenses" for brevity.

Also in subsection (b) of this section, the reference to "special assessment" is substituted for the former reference to "tax" for consistency with Subtitle 8 of this title.

Defined terms:	
"County"	§ 1-101
"Landowner"	§ 26-101

§ 26-511. Amendment of petition or related proceedings.

(a) *In general.* — The county commissioners or county council or circuit court for the county in which proceedings are pending may, on application of any party and at any time before a final decision is made, grant leave to the party to amend the petition or any part of the proceedings that may be defective or informal to bring the merits of the case before the county commissioners or county council for a decision or before a jury of the circuit court for trial.

(b) *Costs.* — The county commissioners or county council or circuit court for the county may award costs. (An. Code 1957, art. 25, § 78; 2013, ch. 119, § 2.)

REVISOR'S NOTE

This section is new language derived without substantive change from former Art. 25, § 78.

In subsection (a) of this section, the reference to bringing the merits of the case before the county commissioners or county council "for a decision" is added for clarity to distinguish the

action of the county commissioners or county council and the jury of the circuit court.

In subsection (b) of this section, the former reference to awarding costs "in their discretion, according to the right of the matter" is deleted as surplusage.

The Local Government Article Review Committee notes, for consideration by the General Assembly, that the intention of former Art. 25, § 197, in connection with authority to amend "any part of the proceedings . . . so as to bring the merits of the case before . . . [a] jury of the circuit court for trial" is unclear. To the extent the intent is to allow a de novo appeal to the circuit court with a right to a jury trial, this

would contradict case law that has held that a statute that provides for a de novo trial with the right of electing to have a jury is void as being unconstitutional. See Department of Natural Resources v. Linchester Sand & Gravel Corp., 274 Md. 211 (1974).

Defined term:
"County" § 1-101

§ 26-512. Application for order of review.

(a) *In general.* — A person who may be adversely affected by the making of any ditch or drain or who may be assessed for any part of the costs of a ditch or drain may apply for an order of review to the county commissioners or county council at any time before the approval of the report.

(b) *Appointment of viewers to review report.* — The county commissioners or county council may grant an order of review and appoint another board of viewers to redo the work done by the original board of viewers. (An. Code 1957, art. 25, § 79; 2013, ch. 119, § 2.)

REVISOR'S NOTE

This section is new language derived without substantive change from former Art. 25, § 79.

In subsection (a) of this section, the reference to "adversely affected" is substituted for the former reference to "injured" to conform to modern usage.

Also in subsection (a) of this section, the reference to the costs "of a ditch or drain" is substituted for the former reference to the costs "thereof" for clarity.

Also in subsection (a) of this section, the former reference to a ditch or drain "laid out as aforesaid" is deleted as surplusage.

In subsection (b) of this section, the reference to "an order of review" is substituted for the former reference to "such order" for clarity.

Also in subsection (b) of this section, the reference to "another board of viewers . . . redo[ing] the work done" is substituted for the former reference to "other drainage viewers . . . perform[ing] the same duty" for clarity.

Defined terms:
"Board of viewers" § 26-101
"Person" § 1-101

§ 26-513. Judicial review.

(a) *In general.* — A person who is aggrieved by a determination of the county commissioners or county council or by any proceedings under this title relating to drains may appeal to the circuit court of the county in which the determination was made or proceedings were conducted.

(b) *Option for trial by jury.* — Either party may elect a trial by jury and the judgment in the trial shall be final between the parties. (An. Code 1957, art. 25, § 80; 2013, ch. 119, § 2.)

REVISOR'S NOTE

This section is new language derived without substantive change from former Art. 25, § 80.

In subsection (b) of this section, the reference to the judgment "in the trial" is substituted for the former reference to the judgment "rendered thereupon" for clarity.

Also in subsection (b) of this section, the

former reference to the parties "thereto" is deleted as surplusage.

Defined terms:
"County" § 1-101
"Person" § 1-101

HERE

Subtitle 6. Rights-of-Way, Easements, and Condemnation.

§ 26-601. Rights-of-way and easements generally.

(a) *Power to acquire.* — The board of managers may acquire any right-of-way and easement necessary to construct and maintain the drainage projects or dispose of excavated material according to an approved operation and maintenance plan.

(b) *Easement record.* — (1) The board of managers of each drainage association shall submit to the clerk of the circuit court in the appropriate county a book, to be known as the “easement record”, that contains each easement for maintenance or right-of-way, according to the original design specifications or for not less than 20 feet, that the drainage association has in the county.

(2) A drainage association shall keep the easement record current.

(3) The clerk of a circuit court shall make an easement record available for inspection by the public. (An. Code 1957, art. 25, § 88; 2013, ch. 119, § 2.)

REVISOR'S NOTE

This section is new language derived without substantive change from former Art. 25, § 88.

In subsection (a) of this section, the reference to “acquir[ing]” rights -of-way and easements is substituted for the former reference to “hav[ing] and possess[ing]” rights -of-way and easements to avoid the implication that property in trust need not be acquired before use.

Also in subsection (a) of this section, the former phrase “by virtue of this subtitle” is deleted as surplusage.

In subsection (b)(1) of this section, the former reference to a “suitable” book is deleted as surplusage.

Also in subsection (b)(1) of this section, the former reference to easements “on any land” in the county is deleted as surplusage.

In subsection (b)(2) of this section, the former reference to the requirement that a watershed association keep the easement record “up to date” is deleted as unnecessary in light of the requirement that the easement record be kept “current”.

Defined terms:

“Board of managers”	§ 26-101
“County”	§ 1-101
“Drainage association”	§ 26-101

§ 26-602. Condemnation proceedings.

If a landowner refuses to accept the damages awarded to the landowner by the board of viewers and approved by the county commissioners or county council and refuses the necessary access to the landowner’s land, the board of managers may begin condemnation proceedings under Title 12 of the Real Property Article to acquire a right-of-way. (An. Code 1957, art. 25, § 86; 2013, ch. 119, § 2.)

REVISOR'S NOTE

This section is new language derived without substantive change from former Art. 25, § 86.

The former reference to the requirement that “the damages awarded as compensation . . . be paid by the board of managers in lieu of the damages awarded by the drainage viewers” is deleted as unnecessary in light of the reference to Title 12 of the Real Property Article.

Defined terms:

“Board of managers”	§ 26-101
“Board of viewers”	§ 26-101
“Landowner”	§ 26-101

Subtitle 7. Implementation of Plan.

§ 26-701. Powers and duties of managers.

(a) *In general.* — The board of managers shall implement the drainage project.

(b) *Specific authority.* — The board of managers may:

- (1) hire employees;
- (2) buy, hire, or rent machines, and buy explosives;
- (3) award contracts;

(4) enter into an agreement with any county, State, or federal unit of government; and

(5) do other acts as necessary, including borrowing money, in the name of the board of managers, if the borrowing is approved by the county commissioners or county council.

(c) *Payments of drainage association.* — The county tax collector shall make payment on behalf of the drainage association as directed by the board of managers.

(d) *Accounting and reporting.* — The board of managers shall:

- (1) keep a regular account of its income and expenses; and
- (2) report its income and expenses to the annual meetings of the drainage association and meetings of the landowners. (An. Code 1957, art. 25, § 92; 2013, ch. 119, § 2.)

REVISOR'S NOTE

This section is new language derived without substantive change from former Art. 25, § 92.

In subsection (a) of this section, the reference to the drainage "project" is substituted for the former reference to drainage "improvements" for consistency within this title.

Also in subsection (a) of this section, the former reference to the "plan of" drainage projects is deleted as surplusage.

In the introductory language of subsection (b) of this section, the former phrase "in exercising the authority herein conferred" is deleted as surplusage.

In subsection (b)(1) of this section, the reference to "hir[ing] employees" is substituted for the former reference to "employ[ing] supervisors, ditchers and laborers" to use more modern terminology.

In subsection (b)(2) of this section, the former references to "dredges" and "excavators" are deleted as included in the reference to "machines".

In subsection (b)(3) of this section, the former reference to contracts for "all or part of the work" is deleted as surplusage.

In subsection (b)(4) of this section, the reference to any county, State, or federal "unit of government" is substituted for the former reference to county, State, or federal "agencies" for consistency with similar provisions of the Code.

In subsection (b)(5) of this section, the former reference to borrowing money "by promissory notes" is deleted as surplusage.

Also in subsection (b)(5) of this section, the former reference to the county commissioners "of the applicable county" is deleted as surplusage.

Also in subsection (b)(5) of this section, the former reference to borrowing money "from banks or other persons" is deleted as unnecessary because it is inclusive of all sources of borrowing money.

In subsection (c) of this section, the reference to a payment "on behalf of the drainage association" is added for clarity.

In subsection (d)(1) of this section, the reference to "income and expenses" is substituted for the former reference to "expenditures" to use more modern terminology.

In subsection (d)(2) of this section, the reference to the annual meetings of the "landowners" is substituted for the former reference to the annual meetings of the "taxables" for consistency within this title and to reflect that only the landowners pay a special assessment under this title.

Also in subsection (d)(2) of this section, the reference to "income and expenses" is substituted for the former reference to "the same" for clarity.

Defined terms:		"Drainage association"	§ 26-101
"Board of managers"	§ 26-101	"Landowner"	§ 26-101
"County"	§ 1-101	"Tax collector"	§ 1-101

§ 26-702. Maintenance and operation of drainage projects.

(a) *In general.* — The board of managers shall control and supervise each drainage project under this title.

(b) *Duty to keep in good repair.* — The board of managers shall keep each drainage project in good repair in accordance with an approved operation and maintenance plan. (An. Code 1957, art. 25, § 96(a); 2013, ch. 119, § 2.)

REVISOR'S NOTE

This section is new language derived without substantive change from former Art. 25, § 96(a). former references to drainage "improvements" for consistency within this title.

Throughout this section, the references to each drainage "project" are substituted for the Defined term: "Board of managers" § 26-101

Subtitle 8. Financing.

§ 26-801. Imposition of special assessments on benefited lands.

(a) *In general.* — A special assessment imposed under this title shall be imposed on the lands benefited by a drainage project.

(b) *Division of assessment if property is divided.* — If a tract of land subject to a special assessment under this title is divided, the board of managers shall determine the ratio in which any later special assessment is to be imposed on each subdivided tract of land based on the proportion of the benefit to each tract. (An. Code 1957, art. 25, § 94; 2013, ch. 119, § 2.)

REVISOR'S NOTE

This section is new language derived without substantive change from former Art. 25, § 94.

In this section and throughout this subtitle, the references to a "special assessment" are substituted for the former references to a "tax levied", "taxation", and "tax[es]" to more accurately describe the nature of the charge.

In this section and throughout this subtitle, the references to a special assessment "imposed" are substituted for the former references to a special assessment "levied" for consistency with other revised articles of the Code.

In subsection (a) of this section, the reference to lands benefited "by a drainage project" is added for clarity.

In subsection (b) of this section, the reference to a "tract of land" is substituted for the former

reference to a "piece of property" for consistency within this title.

Also in subsection (b) of this section, the reference to "each subdivided tract of land" is substituted for the former reference to the "several holdings" for consistency within this title.

Also in subsection (b) of this section, the former reference to the requirement that the tax "be divided between" the tracts of land is deleted as included in the reference to the requirement that the tax be imposed "based on the proportion of the benefit".

Defined term: "Board of managers" § 26-101

§ 26-802. Implementation of plan.

(a) *Amount.* — The board of managers shall determine the amount of money to be raised to implement an approved drainage project.

(b) *Preparation of assessment list.* — The board of managers shall prepare an assessment list that shows the amount due from each landowner subject to the special assessment.

(c) *Proportional imposition of special assessments.* — The special assessments imposed on each tract of land shall be proportional to the total assessments.

(d) *Signature and transmission of assessment list.* — The assessment list required under subsection (b) of this section shall be:

- (1) signed by the board of managers; and
- (2) sent to the designated officer.

(e) *Certification.* — (1) The designated officer shall certify the conformance of the assessment list with this section.

(2) After receiving the certification of the assessment list, the county commissioners or county council shall certify the assessment list to the county tax collector.

(f) *Inclusion in tax bills.* — (1) The county tax collector shall include the special assessments imposed under this section in the next bills for county taxes.

(2) The special assessments are:

- (i) due and collectible at the same time and in the same manner as county taxes; and
- (ii) subject to the same interest and penalties for late payment and nonpayment as county taxes.

(g) *Supplemental special assessment.* — If the special assessments collected under this section are insufficient to complete the drainage project, a supplemental special assessment shall be imposed in the same manner. (An. Code 1957, art. 25, § 87; 2013, ch. 119, § 2.)

REVISOR'S NOTE

This section is new language derived without substantive change from former Art. 25, § 87.

In this section and throughout this subtitle, the references to an "assessment list" are substituted for the former references to a "tax roll" to accurately reflect the references to "assessments" throughout this subtitle.

In subsections (a) and (g) of this section, the references to the "drainage project" are substituted for the former references to the "plan of drainage improvements" for consistency within this title.

In subsection (a) of this section, the reference to determining "the amount of money to be raised to implement an approved drainage project" is substituted for the former reference to determining "[f]or the purpose of raising funds necessary to carry out the plan of drainage improvements described in the report of the

drainage viewers and confirmed by the county commissioners . . . the amount to be raised" for brevity.

Also in subsection (a) of this section, the former reference to "which sum may be less than the total assessment" is deleted as implicit.

In subsection (b) of this section, the former reference to the "sum" due from each landowner is deleted as included in the reference to the "amount" due.

Also in subsection (b) of this section, the former reference to being subject to assessment "in the report made out and returned by the drainage viewers and confirmed by the county commissioners" is deleted as implicit.

In subsection (c) of this section, the reference to "special assessments imposed on each tract of land" is substituted for the former reference

to "[s]uch drainage taxes" for clarity and consistency.

Also in subsection (c) of this section, the reference to "total" assessments is substituted for the former reference to "respective" assessments for clarity.

In subsection (e)(1) of this section, the reference to the conformance "of the assessment list" is substituted for the former reference to "its" conformance for clarity.

Also in subsection (e)(1) of this section, the former reference to certifying "to the county commissioners" is deleted as unnecessary in light of subsection (e)(2) of this section.

In subsection (e)(2) of this section, the clause "[a]fter receiving the certification of the assessment list" is substituted for the former word "thereupon" for clarity.

In subsection (f)(1) of this section, the former reference to tax bills "sent out from his office" is deleted as surplusage.

Also in subsection (f)(1) of this section, the former reference to "State" tax bills is deleted

for consistency with subsection (f)(2) of this section.

In subsection (f)(2)(ii) of this section, the reference to the special assessments being subject to "interest" is added for consistency with § 26-803(g)(4)(ii) of this subtitle.

In subsection (g) of this section, the reference to "special assessments collected under this section" is substituted for the former reference to "funds raised in this manner" for clarity.

Also in subsection (g) of this section, the former reference to special assessments "collected" is deleted as implicit in the authority to impose special assessments.

Defined terms:

"Board of managers"	§ 26-101
"County"	§ 1-101
"Designated officer"	§ 26-101
"Landowner"	§ 26-101
"Tax collector"	§ 1-101

§ 26-803. Issuance of bonds or notes.

(a) *In general.* — As an alternative to raising funds as provided in § 26-802 of this subtitle, the board of managers may issue and sell bonds or notes as provided in this section for an amount not exceeding the total cost of the drainage project.

(b) *Notice of proposal.* — (1) The board of managers shall give notice of a proposal to issue bonds or notes by:

(i) publication at least once a week for at least 3 weeks in a newspaper of general circulation in the county in which any of the area of the drainage association is located;

(ii) posting a notice at the door of the courthouse in the county in which any of the area of the drainage association is located; and

(iii) posting a notice at five conspicuous places in the area or vicinity of the area of the drainage association.

(2) The notice shall provide:

(i) the proposal to issue bonds or notes to pay for the cost of the drainage project;

(ii) the amount of bonds or notes to be issued;

(iii) the interest rate for the bonds or notes or the method of determining the interest; and

(iv) the date when the bonds or notes are payable.

(c) *Payment by landowner in advance.* — (1) Within 15 days after the publication or posting of the notice in subsection (b) of this section, a landowner may pay to the county tax collector the full amount for which the landowner is liable, as provided in the report of the board of viewers.

(2) If a landowner pays the full amount as provided in paragraph (1) of this subsection, the landowner is relieved from further liability for the particular drainage project.

(3) Before issuing any bonds or notes under this section, the board of managers shall deduct from the estimated amount of bonds or notes to be issued the amount paid in advance by a landowner and shall issue bonds or notes only in the decreased amount.

(4) Any amount paid in advance to the county tax collector shall be held in a separate fund to be added to the proceeds of the bonds or notes issued and to be spent to implement the plan of drainage projects.

(d) *Certification of amount; assessment list.* — The board of managers shall:

(1) certify to the county commissioners or county council the amount of bonds or notes to be issued; and

(2) submit an assessment list of all properties for which payments have not been made, showing for each landowner the full amount due, less interest, with the total amount for all landowners equaling the certified amount.

(e) *Issuance and sale of bonds or notes.* — (1) After the assessment list has been submitted as provided in subsection (d) of this section, the board of managers shall issue bonds or notes in the certified amount.

(2) All bonds or notes issued under this section:

- (i) shall be sold under the serial maturity plan;
- (ii) shall have a maturity date of 12 years or less from the date of issue;
- (iii) may not be sold for a price less than par; and
- (iv) may be sold at a public or private sale.

(3) Subject to paragraph (2) of this subsection, the board of managers may provide for the form, date, interest rate, and other details incident to the offering, sale, execution, and delivery of the bonds.

(4) Bonds issued under this section are exempt from §§ 19-205 and 19-206 of this article.

(f) *Disposition of proceeds.* — (1) The board of managers shall pay the proceeds from the sale of bonds under this section to the county tax collector.

(2) The county tax collector shall:

- (i) retain the proceeds in a special fund;
- (ii) disburse the proceeds only as authorized by the board of managers to carry out the plan of drainage projects; and
- (iii) use any surplus to redeem bonds.

(g) *Annual assessment for payment of principal and interest.* — (1) The board of managers shall certify to the county commissioners or county council and to the county tax collector the total amount due each year for the redemption of the bonds or notes issued under this section, including all payments of principal and interest.

(2) Each year, the county tax collector shall compute the amount due from each landowner, based on the amounts shown in the drainage assessment list, so that the total amounts individually due in any year equal the aggregate sum required in that year to pay the principal of and interest on the bonds or notes.

(3) The county tax collector shall include in the regular tax bill for each taxable year the amounts computed under paragraph (2) of this subsection.

(4) The special assessments are:

- (i) due and collectible at the same time and in the same manner as county taxes; and

(ii) subject to the same interest and penalties for late payment or nonpayment as county taxes.

(h) *Payment for existing improvements.* — If the drainage work plan approved by the county commissioners or county council provides for adopting any existing drainage project, the board of managers may:

(1) pay the amount necessary to acquire the existing drainage project from the proceeds of any bonds or notes issued under this section; or

(2) reimburse a landowner from the proceeds of any bonds or notes issued under this section for any amount spent by the landowner in the construction of the existing drainage project.

(i) *Report and disbursement of collections.* — (1) The county tax collector shall report to the board of managers at regular intervals on the amount collected as special assessments during each interval, including a list showing the amount received from each landowner.

(2) The board of managers shall order the amount collected as special assessments to be paid by the county tax collector for the principal of and interest on the bonds or notes issued.

(j) *Bondholder's right of action on default.* — (1) If an installment of principal of or interest on the bonds or notes issued under this subtitle is not paid at the time and in the manner it is due and payable and the default continues for a period of 6 months, the holder of the bond or note in default shall have a right of action against the board of managers.

(2) The circuit court of the county may issue a writ of mandamus against the board of managers that directs the imposition of a special assessment against landowners in default in an amount necessary to meet unpaid installments of principal and interest and the costs of the action.

(3) The board of managers shall certify the amounts of the special assessment to the county tax collector who shall proceed immediately to collect the special assessment from the landowners in default according to the procedure provided in this subtitle.

(4) When the county tax collector collects the amounts certified under paragraph (3) of this subsection, the county tax collector, on order of the board of managers, shall pay the installments of principal and interest in default and the costs of the action.

(5) The official bonds of the county tax collector and any other officers shall be liable for the faithful performance of the duties assigned to the officers under this subtitle.

(6) The holder of any bond or note in default may bring suit against any officer on the official bond of the officer for failing to perform a duty required under this section.

(k) *Applicability of title.* — This title shall apply to drainage projects completed under this section as if completed with funds by assessments without issuing bonds or notes. (An. Code 1957, art. 25, § 90; 2013, ch. 119, § 2.)

REVISOR'S NOTE

This section is new language derived without substantive change from former Art. 25, § 90.

Throughout this section, the references to "drainage project" or "drainage projects" are substituted for the former references to "improvement" or "improvements" and "drainage improvements" for consistency within this title.

In subsection (a) of this section, the former reference to a plan for raising funds "necessary to carry out the plan of drainage improvements described in the report of the drainage viewers and confirmed by the county commissioners" is deleted as implicit in the reference to imposing taxes "as provided in § 26-802 of this subtitle".

In subsection (b)(1)(i) of this section, the reference to "any of the area of the drainage association" is substituted for the former reference to the "drainage area or some part thereof" for clarity and consistency within this title.

Also in subsection (b)(1)(i) of this section, the former phrase "if there be such a newspaper" is deleted as surplusage.

In subsection (b)(1)(ii) of this section, the reference to the county "in which any of the area of the drainage association is located" is substituted for the former reference to "such" county for clarity and consistency within this title.

In subsection (b)(1)(iii) of this section, the reference to the places "in the area or vicinity of the area of the drainage association" is substituted for the former reference to the places "in the drainage area" for clarity and consistency within this title.

In subsection (c)(1) of this section, the reference to "the landowner" being liable is substituted for the former reference to "the full amount for which his land is liable" because a landowner makes the payment and is therefore liable, rather than the "land" being liable. Similarly, in subsection (c)(2) of this section, the reference to the "landowner" is substituted for the former reference to "his lands and himself", and in subsection (d)(2) of this section, the former reference to an amount "for which his land" is liable is deleted.

Also in subsection (c)(1) of this section, the reference to the "board" of drainage viewers is added for consistency within this title.

In subsection (c)(3) and (4) of this section, the former references to "amounts" are deleted in light of the references to "amount" and Art. 1, § 8, which provides that the singular generally includes the plural. Similarly, in subsection (e)(3) of this section, the former reference to "rates" is deleted in light of the reference to "rate".

In subsection (c)(3) of this section, the reference to the amount paid in advance "by a landowner" is substituted for the former refer-

ence to the amount "so" paid in advance for clarity.

In subsection (d)(2) of this section, the reference to the "certified amount" is substituted for the former reference to the "amount so certified to the county commissioners" for brevity. Similarly, in subsection (e)(1) of this section, the reference to the "certified amount" is substituted for the former reference to the "amount which has been certified to the county commissioners".

Also in subsection (d)(2) of this section, the former phrase "[a]long with such certification" is deleted as surplusage.

In subsection (e)(1) of this section, the phrase "[a]fter the assessment list has been submitted as provided in subsection (d) of this section," is substituted for the former reference to "thereupon" for clarity.

In subsection (e)(3) of this section, the phrase "may provide for" is substituted for the former phrase "shall be within the discretion of" for brevity.

In subsection (f)(1) of this section, the reference to proceeds "from the sale of bonds under this section" is substituted for the former reference to proceeds "therefrom" for clarity.

In subsection (f)(2)(ii) of this section, the reference to disbursing the proceeds "as authorized by the board of managers" to carry out the plan is substituted for the former references to the proceeds being disbursed "only upon warrant of the board of managers" and "be[ing] devoted entirely" to carrying out the plan for brevity.

In subsection (g)(2) of this section, the reference to "pay[ing] the principal of and interest on" the bonds or notes is substituted for the former reference to the "redemption of the bonds or notes and interest" for consistency with similar provisions of this article. Similarly, in subsection (i)(2) of this section, the reference to the "principal of and interest on" is substituted for the former reference to "redemption of the bonds or notes issued and the interest thereon".

Also in subsection (g)(2) of this section, the reference to each "landowner" is substituted for the former reference to each "individual taxable" for clarity and consistency within this title.

In subsection (g)(3) of this section, the reference to the "amounts computed under paragraph (2) of this subsection" is substituted for the former reference to the "sum as so computed" for clarity.

In subsection (g)(4)(ii) of this section, the reference to the taxes being subject to the same interest and penalties "as county taxes" is added for consistency within this subtitle.

HERE

In subsection (h) of this section, the reference to "any" of the drainage project is substituted for the former reference to "the whole or as part" of the drainage project for brevity.

Also in subsection (h) of this section, the former reference to "tak[ing] over" the drainage project is deleted as included in the reference to "adopting" a drainage project.

Also in subsection (h) of this section, the former reference to a drainage project "to be provided under this subtitle" is deleted as surplusage.

In subsection (i)(2) of this section, the reference to "the amount collected as special assessments" is substituted for the former reference to "all such moneys" for clarity.

In subsection (j)(1) and (6) of this section, the former references to "holders" and "bonds or notes" are deleted in light of the references to "holder" and "bond or note" and Art. 1, § 8, which provides that the singular generally includes the plural.

In subsection (j)(1) of this section, the reference to an installment of "principal of or interest on the bonds or notes issued under this

subtitle" is substituted for the former reference to an installment of "principal and/or interest represented by the said bonds or notes" for clarity and consistency within this section.

In subsection (j)(2) of this section, the former reference to "the collection of" the special assessments is deleted as implicit in the authority to impose special assessments.

In subsection (j)(4) of this section, the former reference to "unpaid" installments is deleted as unnecessary in light of the reference to installments "in default".

In subsection (k) of this section, the former phrase "[e]xcept as provided in this section" is deleted as surplusage.

Also in subsection (k) of this section, the former phrase "in all respects" is deleted as surplusage.

Defined terms:

"Board of managers"	§ 26-101
"Board of viewers"	§ 26-101
"County"	§ 1-101
"Drainage association"	§ 26-101
"Landowner"	§ 26-101
"Tax collector"	§ 1-101

§ 26-804. Annual special assessment for maintenance and operation.

(a) *In general.* — (1) The board of managers may impose a special assessment on the public and private benefited land for maintenance of a drainage project constructed under this title.

(2) If the board of managers requests, the county commissioners or county council may appoint a board of viewers to evaluate changes in land use made after the original determination for a drainage project.

(3) The board of managers may use the evaluation report as a basis to impose a special assessment for maintenance of a drainage project.

(b) *Procedure for imposition and disbursement.* — The special assessments under this section shall be imposed and disbursed in the same manner as provided for other special assessments under this subtitle, except that the board of managers may, at any time, determine which land is classified as woodland, cropland, commercial, industrial, or residential. (An. Code 1957, art. 25, § 96(b), (c); 2013, ch. 119, § 2.)

REVISOR'S NOTE

This section is new language derived without substantive change from former Art. 25, § 96(b) and (c).

In subsection (a)(1) of this section, the reference to the "board of managers" is added to clarify who imposes the annual special assessment.

In subsection (b) of this section, the reference to "special assessments under this section" is substituted for the former reference to "[t]axes for maintenance purposes" for clarity.

Also in subsection (b) of this section, the reference to special assessments "under this subtitle" is substituted for the former reference

to "original" taxes for clarity.

Also in subsection (b) of this section, the former reference to special assessments being "collected" is deleted as implicit in the authority to impose special assessments.

Defined terms:

"Board of managers"
"Board of viewers"

§ 26-101
§ 26-101

§ 26-805. Duties of county tax collector.

(a) *Disbursement.* — The special assessments imposed under this subtitle shall remain in the county treasury until disbursed by the county tax collector on orders signed by the board of managers.

(b) *Retention of proceeds.* — (1) Except as provided in paragraph (2) of this subsection, the county tax collector shall be entitled to retain 3% of the drainage special assessments collected under this subtitle as compensation.

(2) In Caroline County, the county tax collector shall deposit all fees collected into the general fund of Caroline County.

(c) *Records.* — For each drainage association in the county, the county tax collector shall keep a separate record that shows all income and expenses. (An. Code 1957, art. 25, § 89; 2013, ch. 119, § 2.)

REVISOR'S NOTE

This section is new language derived without substantive change from former Art. 25, § 89.

In subsection (a) of this section, the reference to special assessments imposed "under this subtitle" is substituted for the former reference to taxes imposed "in this manner" for clarity.

Also in subsection (a) of this section, the former reference to special assessments "collected" is deleted as implicit in the authority to impose special assessments.

Also in subsection (a) of this section, the former reference to orders being "drawn" is deleted as surplusage.

In subsection (c) of this section, the reference to "income and expenses" is substituted for the former reference to "receipts and expenditures" to use more modern terminology.

Defined terms:

"Board of managers"
"County"
"Drainage association"
"Tax collector"

§ 26-101
§ 1-101
§ 26-101
§ 1-101

§ 26-806. Collection of special assessments if land in multiple counties.

(a) *Separate assessment list.* — If the lands of the drainage association that are subject to assessment are located in two or more counties, the board of managers shall prepare a separate assessment list for each county.

(b) *Transmittal to designated officer.* — The board of managers shall send the assessment list for each county to the designated officer for the county in which the drainage association was organized.

(c) *Procedure.* — (1) Except as provided in paragraph (2) of this subsection, the procedure to impose a special assessment under this section shall be as provided under § 26-802 of this subtitle.

(2) (i) The county commissioners or county council of the county in which the drainage association was organized shall certify the assessment lists for the other counties to the appropriate county commissioners or county council.

(ii) The county commissioners or county council shall then certify the tax assessment lists to the respective county tax collectors for action as provided under § 26-802 of this subtitle.

(d) *Proceeds.* — All money collected in the several counties as provided under this section shall be paid over to the county tax collector of the county in which the drainage association was organized and credited to the drainage association. (An. Code 1957, art. 25, § 93; 2013, ch. 119, § 2.)

REVISOR'S NOTE

This section is new language derived without substantive change from former Art. 25, § 93.

In subsection (a) of this section, the reference to lands "of" the drainage association is substituted for the former reference to lands "in" the drainage association for consistency within this title.

In subsection (b) of this section, the reference to the assessment list "for each county" is substituted for the former reference to "such" assessment lists for clarity.

In subsection (c)(1) of this section, the reference to the procedure "to impose a special

assessment under this section" is added for clarity.

In subsection (c)(2)(i) of this section, the reference to "the county in which the drainage association was organized" is added for clarity.

Defined terms:

"Board of managers"	§ 26-101
"County"	§ 1-101
"Designated officer"	§ 26-101
"Drainage association"	§ 26-101
"Tax collector"	§ 1-101

§ 26-807. Order of payments to be made by board of managers.

(a) *First funds.* — From the money that first becomes available under this title to the board of managers, the board of managers shall pay:

(1) the compensation and expenses of the board of viewers and the engineers;

(2) any damages awarded;

(3) any compensation awarded for existing drainage projects; and

(4) the expenses incident to the organization of the drainage association.

(b) *Advancement.* — (1) On request by the board of managers, the county commissioners or county council may advance funds to pay the costs in subsection (a) of this section.

(2) An advance under paragraph (1) of this subsection shall be repaid from the money first received to pay special assessments imposed on the landowners for the drainage project. (An. Code 1957, art. 25, § 91; 2013, ch. 119, § 2.)

REVISOR'S NOTE

This section is new language derived without substantive change from former Art. 25, § 91.

In subsection (a)(3) of this section, the reference to "drainage projects" is substituted for the former reference to "improvements" for consistency within this title.

Defined terms:

"Board of managers"	§ 26-101
"Board of viewers"	§ 26-101
"Drainage association"	§ 26-101
"Landowner"	§ 26-101

Subtitle 9. Dissolution.

§ 26-901. Dissolution procedure generally.

(a) *Petition.* — (1) A majority of the landowners or the owners of a majority of the land in the area of a drainage association may submit a petition to

dissolve the drainage association to the county commissioners or county council of the county in which the drainage association was organized.

(2) A complete list of the creditors of the drainage association certified under oath by the board of managers shall accompany the petition.

(b) *Hearing; notice.* — On receipt of a petition under subsection (a) of this section, the county commissioners or county council shall:

(1) set a date for a public hearing on the petition; and

(2) give notice of the time, place, and purpose of the hearing at least 30 days before the hearing by:

(i) notice mailed to each creditor of the drainage association and each landowner; and

(ii) publication in a newspaper of general circulation in each county affected by the drainage association.

(c) *Action on petition.* — (1) The county commissioners or county council may deny or approve a petition for dissolution after a public hearing under this section.

(2) On approval of a petition for dissolution, the county commissioners or county council shall give notice of the dissolution in the same manner as required under subsection (b) of this section.

(d) *Distribution of remaining funds.* — After payment of all debts, any balance in the county treasury to the credit of the dissolved drainage association shall be distributed to the landowners in proportion to the original assessments. (An. Code 1957, art. 25, § 102(a); 2013, ch. 119, § 2.)

HERE

REVISOR'S NOTE

This section is new language derived without substantive change from former Art. 25, § 102(a).

In subsection (a)(1) of this section, the reference to land "in the area of" a drainage association is substituted for the former reference to land "in" a drainage association for consistency within this title.

In the introductory language of subsection (b) of this section, the phrase "[o]n receipt of a petition under subsection (a) of this section" is substituted for the former reference to "thereupon" for clarity.

In subsection (b)(2)(i) of this section, the reference to each creditor "of the drainage association" is added for clarity.

Also in subsection (b)(2)(i) of this section, the former reference to "written or printed" notice is deleted as unnecessary in light of the reference to "mail[ing]" the notice.

In subsection (b)(2)(ii) of this section, the reference to each county "affected by the drainage association" is substituted for the former reference to "the county or counties in which such drainage association is located" for consistency within this title.

Also in subsection (b)(2)(ii) of this section, the former reference to "newspapers" is deleted in light of the reference to "newspaper" and Art. 1, § 8, which provides that the singular generally includes the plural.

In subsection (c)(2) of this section, the reference to a notice "of the dissolution" is added for clarity.

Also in subsection (c)(2) of this section, the phrase "[o]n approval of a petition for dissolution" is substituted for the former phrase "[i]n case of approval" for clarity.

Also in subsection (c)(2) of this section, the reference to giving notice "in the same manner as required under subsection (b) of this section" is substituted for the former reference to giving "the same" notice "as for the hearing on the petition" for clarity.

In subsection (d) of this section, the reference to "debts" is substituted for the former reference to "bills" for consistency with terminology used in other articles of the Code.

Defined terms:

"Board of managers"	§ 26-101
"County"	§ 1-101
"Drainage association"	§ 26-101
"Landowner"	§ 26-101

§ 26-902. Dissolution of inactive association.

(a) *Criteria for inactivity.* — For the purpose of this section, a drainage association is considered inactive if for at least 5 years the drainage association has not complied substantially with a majority of the ordinary operating procedures required under this title, including:

- (1) the maintenance of ongoing and current information in the drainage file at the office of the designated officer;
- (2) election of a board of managers and officers of the board;
- (3) an annual meeting of landowners;
- (4) the submission of an annual report by the board of managers to the designated officer;
- (5) the development, approval, filing, execution, or maintenance of a work plan applicable to property owned by the drainage association; and
- (6) the submission and regular updating of the drainage association's easement record in the office of the clerk of the circuit court in the applicable county.

(b) *Petition for dissolution.* — Notwithstanding § 26-901 of this subtitle, on a written petition for dissolution by any member of the most recently elected or appointed board of managers of an inactive drainage association, the county commissioners or county council of the county in which the drainage association was organized promptly shall:

- (1) provide public notice that the county commissioners or county council has received and is considering a petition for dissolution of a drainage association;
- (2) hold a public hearing to accept public comment before taking any action on the petition;
- (3) consider all available information to determine the current operating status and foreseeable operating potential of the drainage association; and
- (4) approve or deny the petition for dissolution.

(c) *Actions after approval.* — If the county commissioners or county council approve a petition for dissolution under this section, the county commissioners or county council shall:

- (1) satisfy all outstanding debts of the drainage association if any balance remains in the county treasury to the credit of the dissolved drainage association;
- (2) retain any remaining balance; and
- (3) provide for the transfer of any interest in real property held by the inactive drainage association to any county in which the property is located. (An. Code 1957, art. 25, § 102(b)-(d); 2013, ch. 119, § 2.)

REVISOR'S NOTE

This section is new language derived without substantive change from former Art. 25, § 102(b), (c), and (d). "inactive association" because the defined term was used only once.

Subsection (a) of this section is revised as a substantive provision instead of definition of In subsection (a)(5) of this section, the former reference to "appropriate" filing is deleted as surplusage.

In subsection (c)(2) of this section, the reference to the county commissioners "retain[ing] any remaining balance" is substituted for the former reference to the county commissioners "[d]istribut[ing] any remainder to the board of county commissioners" for clarity and brevity.

In subsection (c)(3) of this section, the former reference to "counties" is deleted in light of the reference to "county" and Art. 1, § 8, which

provides that the singular generally includes the plural.

Defined terms:

"Board of managers"	§ 26-101
"County"	§ 1-101
"Designated officer"	§ 26-101
"Drainage association"	§ 26-101
"Landowner"	§ 26-101

Subtitle 10. Miscellaneous.

§ 26-1001. Right to open cross ditches or drains.

(a) *In general.* — A person who is assessed for a ditch or drain that does not pass through or on the person's land may open a ditch or install drain tile through the intervening land to connect to the main ditch and keep the ditch or drain tile open at the person's expense and control.

(b) *Exception.* — A person may not open a ditch or install drain tile through the land of another person without the consent of the owner of the land, unless the damages to the land accruing to the owner of the land are assessed by three owners of land appointed by the county commissioners or county council to assess the damages.

(c) *Payment of costs and damages.* — A person seeking to open a ditch or install drain tile under this section shall:

- (1) pay the costs of laying out and opening the ditch or drain; and
- (2) pay all damages awarded to any person who is injured by the ditch or drain before making the ditch or drain. (An. Code 1957, art. 25, § 97; 2013, ch. 119, § 2.)

REVISOR'S NOTE

This section is new language derived without substantive change from former Art. 25, § 97.

In subsection (a) of this section, the reference to opening a ditch or installing a drain tile "to connect to the main ditch" is substituted for the former reference to opening a ditch or installing a drain tile "into such main ditch" for clarity.

Also in subsection (a) of this section, the reference to a person's "control" is substituted for the former reference to a person's "charge" for clarity.

Also in subsection (a) of this section, the former references to "ditches" are deleted in light of the references to a "ditch" and Art. 1, § 8, which provides that the singular generally includes the plural.

In subsection (b) of this section, the reference to drain "tile" is added for consistency with subsection (a) of this section.

Also in subsection (b) of this section, the reference to three "owners of land" is substituted

for the former reference to three "freeholders" to use more modern terminology.

In subsection (c) of this section, the reference to "seeking to open a ditch or install drain tile under this section" is substituted for the former reference to "applying for such ditch or drain" for clarity and consistency with subsection (a) of this section.

Also in subsection (c) of this section, the reference to "person who is injured by the ditch or drain" is substituted for the former reference to "such persons as may be injured thereby" for clarity.

Also in subsection (c) of this section, the former reference to "tender[ing]" damages is deleted as implicit in the reference to "pay[ing]" damages.

Defined term:

"Person"	§ 1-101
----------	---------

§ 26-1002. Requirements when drainage project crosses public highway.

(a) *County to bear cost.* — If a drainage project established under this title crosses a public highway at the intersection of the highway with a natural watercourse or depression through which water flows during periods of high water, the county in which the bridge is located or the governmental unit required by law to maintain the highway that is intersected shall:

(1) pay the cost of an existing bridge, repairing or enlarging an existing bridge and culvert, or constructing a new bridge or culvert; and

(2) maintain the bridge or culvert described in item (1) of this subsection.

(b) *Drainage association to bear cost.* — If a drainage project established under this title crosses a public highway at a point where the highway does not intersect a natural watercourse or depression:

(1) the drainage association shall pay the cost of constructing a new bridge or culvert; and

(2) after construction, the county or other governmental unit required by law to maintain the highway that is intersected shall maintain the bridge and any culvert constructed. (An. Code 1957, art. 25, § 99; 2013, ch. 119, § 2.)

REVISOR'S NOTE

This section is new language derived without substantive change from former Art. 25, § 99.

Throughout this section, the references to "a drainage project" are substituted for the former references to "any ditch, drain, or other improvement" for consistency within this title.

In the introductory language of subsection (a) of this section, the reference to the "governmental unit" is substituted for the former reference to the "other authority" for consistency with other revised articles of the Code. Similarly, in subsection (b)(2) of this section, the reference to the other "governmental unit" is substituted for the former reference to other "authority".

In subsection (a)(1) of this section, the reference to the cost of an "existing" bridge is added to distinguish between that cost and the cost of constructing a new bridge.

In subsection (b)(2) of this section, the former reference to bridges and culverts being maintained "at the expense" of the county or other governmental unit is deleted as implicit in the requirement to maintain them.

Defined terms:

"County" § 1-101

"Drainage association" § 26-101

§ 26-1003. Requirements when drainage project crosses railroad right-of-way.

(a) *Railroad to bear cost.* — If a drainage project established under this title crosses a railroad right-of-way at the intersection of the right-of-way with a natural watercourse or depression through which water flows at periods of high water, the railroad company shall:

(1) construct, build, and maintain any necessary new bridge or culvert; or

(2) enlarge, strengthen, reconstruct, or replace any existing bridge or culvert.

(b) *Element of damage.* — The expense to the railroad under subsection (a) of this section shall be:

(1) considered an element of damage to the railroad company by the board of viewers; and

(2) shown as a damage in the report of the board of viewers. (An. Code 1957, art. 25, § 100; 2013, ch. 119, § 2.)

REVISOR'S NOTE

This section is new language derived without substantive change from former Art. 25, § 100. In subsection (b)(1) of this section, the reference to the "board of" viewers is added for consistency within this title. Similarly, in subsection (b)(2) of this section, the reference to the

report "of the board of viewers" is substituted for "their" report.

Defined term:
"Board of viewers" § 26-101

Subtitle 11. Prohibited Acts.

§ 26-1101. Preventing entry on drainage land.

(a) *Prohibited.* — A person may not prevent a member, an employee, or an agent of the board of managers or a member or an agent of the board of viewers from entering land as authorized under § 26-401(c) of this title.

(b) *Penalty.* — A person who violates this section is guilty of a misdemeanor and on conviction is subject to a fine not exceeding \$500. (An. Code 1957, art. 25, § 67(b); 2013, ch. 119, § 2.)

REVISOR'S NOTE

This section is new language derived without substantive change from former Art. 25, § 67(b), as it related to the prohibition against entry on drainage land and criminal penalties for violating the prohibition.

In subsection (a) of this section, the reference to a person entering land "as authorized under § 26-401(c) of this title" is substituted for the former reference to "such" entrance for clarity.

In subsection (b) of this section, the former reference to the amount of the fine being "in the discretion of the court" is deleted as surplusage.

Defined terms:
"Board of managers" § 26-101
"Board of viewers" § 26-101
"Person" § 1-101

§ 26-1102. Obstruction of drainage project.

(a) *Prohibited.* — (1) Except as provided in paragraph (2) of this subsection, a person may not obstruct a drainage project constructed under this title in a manner that impedes the free flow of water.

(2) A person may place a properly constructed swinging water gate across a ditch on a fence line to prevent livestock from trespassing through the ditch.

(b) *Penalty.* — A person who violates this section is guilty of a misdemeanor and on conviction is subject to a fine not exceeding \$500 for each offense.

(c) *Distribution of fines.* — Each fine collected under this section shall be paid to the county tax collector and credited to the drainage association that suffered the damage. (An. Code 1957, art. 25, § 98; 2013, ch. 119, § 2.)

REVISOR'S NOTE

This section is new language derived without substantive change from former Art. 25, § 98. In subsection (a)(1) of this section, the reference to a "drainage project" is substituted for

the former reference to a "ditch or drain or other improvement" for consistency in this title. Also in subsection (a)(1) of this section, the former reference to "stop[ping] up" a drainage

HERE

LOCAL GOVERNMENT

§ 26-1102

project is deleted as included in the reference to "obstruct[ing]" a drainage project.

In subsection (a)(2) of this section, the reference to "livestock" is substituted for the former reference to "stock" for clarity.

Defined terms:

"Drainage association"

§ 26-101

"Person"

§ 1-101

"Tax collector"

§ 1-101



17

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

RECEIVED
OCT 30 2018
Worcester County Admin

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: October 30, 2018
SUBJECT: Lighthouse Sound Speeding Concerns

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

.....
Your office received the attached letter, dated September 26, 2018, from Mr. Dane Bauer, President of the Lighthouse Sound Property Owners Association. Within the letter, he outlines several concerns about speeding traffic within their subdivision. The current posting on all roads within Lighthouse Sound is 30 mph and they have requested the County Commissioners lower the speed limit to 25 mph. I do believe that a speed study is not warranted at this time but would be agreeable to lower the speed limit to 25 mph within their community for the reasons cited in their letter. If approved, we would propose to simply post (25 mph all streets) signs at the 3 entry points to the community off St. Martins Neck Road.

Should you have any questions in the mean time, please do not hesitate to contact me.

Attachment

cc: Frank Adkins

LIGHTHOUSE SOUND PROPERTY OWNER'S ASSOCIATION

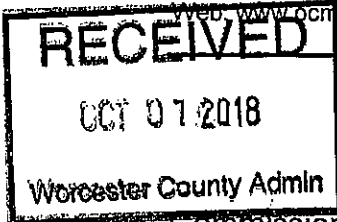
C/O: MANN PROPERTIES

220 16TH STREET

OCEAN CITY, MD 21842

PHONE (410) 289-6156 - FAX (410) 289-5443 - e-mail: info@ocmannproperties.com

web: www.ocmannproperties.com



September 26, 2018

Commissioner Dianna Purnell
President of Worcester County Board of Commissioners
Worcester County Government Center
1 W. Market St. Room 1103.
Snow Hill, MD 21863.

*Copy: John Tustin
Review and Advise*

c/o Mr. Harrold Higgins, County Administrator

The Lighthouse Sound Community has had the occasion to meet with Mr. John Tustin, PE and Commissioner Jim Madison Bunting on several occasions over the past few years regarding snow removal and related safety and public health issues. We have received most favorable response and support for these previous issues of concern.

More recently we have a situation which raises even greater concern for the health and safety of our children and neighbors. Although the speed limit on St. Martins was previously reduced from 50 mph to 40 mph, and new posting in green highlight were installed this year, many speeders still come racing through our neighborhood. If St Martins cannot be reduced to slower speeds per our recent inquiries, at least we would hope more attention would be given to enforcement and compliance efforts. Because of the speeding, school buses are even backing into our community in order to make it safer for children to gain access and exit from St Martins.

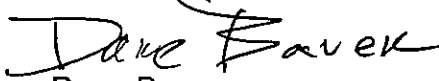
In the pursuit of a solution, we have recently talked to Mr. John Tustin , Director of Public Works who has familiarized us with the procedures for asking that County Roads within the interior of our community be reposted to 25mph. We understand this is the lowest posting allowed per code on any public road. Many visitors to the golf course take the wrong road and enter South Hampton, instead of the golf course entrance, turnaround, and speed out so as not to miss their golf tee times. This occurs even though there are signs on St. Martins directing golfers to the correct entrance. There are other observed cases on other internal roads throughout the community involving deliveries, commercial vehicles, and visitors to our community, where speeding has caused near accidents and endangered lives. Nothing can be more important than the safety and welfare of our children.

For these reasons we respectfully request the Commissioners review and approve this request to repost the speed limit on our community roads from 30mph to 25 mph. Your kind consideration will be greatly appreciated.

Please let us know should you require anything further in these regards.

Respectfully:

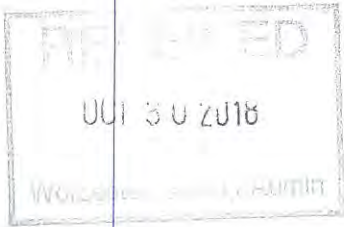
Lighthouse Sound Board of Directors.

A handwritten signature in black ink that reads "Dane Bauer". The signature is written in a cursive style with a large, stylized initial "D".

Dane Bauer
President

Cc Mr. John Tustin, PE, DPW Director
Commissioner Madison J. Bunting
Commissioner James "Bud" C. Church
Commissioner Merrill W. Lockfaw Jr.
Commissioner Joseph M. Mitrecic
Commissioner Anthony "Chip" W. Bertino Jr
Commissioner Theodore "Ted" J. Elder
LHS Board of Directors

Dane S. Bauer
410.812.9109



18

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: October 30, 2018
SUBJECT: Parking Lot Improvements-Judges Secured Parking

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

On Monday, October 29th, 2018, bids were to be received and opened for the construction of the Judges secured parking facility. Unfortunately, no bids were received at that time. Some of the reasons being – 1) the project was too small for general contractors and 2) fencing contractors could not work with the landscaping and parking lot paving aspects of the project and had hoped to piggyback on a General Contractor for that effort. Both Anderson Fence and Long Fence seemed interested but could not bid the entire project.

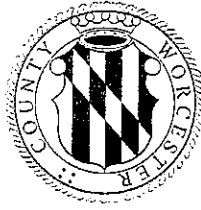
With that being said, I would like authorization to negotiate with the fencing contractors to supply and install the required fencing, gates, operating controllers and hardware for this project. I would also propose we utilize in-house forces for the removal of the existing landscaped areas and investigate the possibly of using brick pavers or some other method to stabilize the areas underneath the existing landscaping to provide a secured and hard surface for vehicles.

While it is unfortunate, I still believe we can complete this project within the stipulated timeframe of April 1, 2019. I have met with Judge Shockley and Mike Howard and both agreed with this approach and want to continue to move forward with this project.

Should you have any questions in the mean time, please do not hesitate to contact me.

cc: Ken Whited

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



OFFICE OF THE
COUNTY COMMISSIONERS

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

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

Worcester County

GOVERNMENT CENTER
ONE WEST MARKET STREET • ROOM 1103

SNOW HILL, MARYLAND
21863-1195

September 19, 2018

FAXED
9/19/18 @ 6:20 PM

TO: *The Daily Times Group and Ocean City Today Group*
FROM: Kelly Shannahan, Assistant Chief Administrative Officer *KL*

Please print the attached Notice to Bidders in *The Daily Times/Worcester County Times/Ocean Pines Independent and Ocean City Digest/Ocean City Today* on September 27, 2018. Thank you.

NOTICE TO BIDDERS
Construction of Courthouse Parking Lot Improvements
Project No. 0085B035.A01
Snow Hill, Worcester County, Maryland

The Worcester County Commissioners are currently accepting sealed bids for the construction of Courthouse Parking Lot Improvements in Snow Hill, Maryland for the Department of Public Works. Contract Documents, Construction Specifications and Plans are available from the office of Davis, Bowen & Friedel, Inc., 601 East Main Street, Suite 100, Salisbury, Maryland 21804, at a cost of \$35.00. Interested Bidders are encouraged to attend a **Pre-Bid Meeting on Tuesday, October 9, 2018 at 10:00 am** at the Worcester County Department of Public Works Administrative Office, 6113 Timmons Road, Snow Hill, Maryland 21863, at which the project scope and Bid Documents will be discussed in depth and Bidders' questions will be answered. **Sealed bids will be accepted until 1:00 PM, Monday, October 29, 2018** in the Office of the County Commissioners, Room 1103 - Worcester County Government Center, One West Market Street, Snow Hill, Maryland 21863, at which time they will be opened and publicly read aloud. Envelopes shall be marked "**Bid for Courthouse Parking Lot Improvement Project**" in the lower left-hand corner. No bidder may withdraw their bid within sixty (60) days after the actual date of opening thereof. 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 Andrew E. Welch, P.E., Project Engineer, at 410-543-9091, or by FAX at 410-543-4172. Email correspondence is encouraged to aew@dbfinc.com and will be binding.

Citizens and Government Working Together

2

VENDOR LIST

Delmarva Veteran Builders

212 W. Main Street, Suite # 400
Salisbury, MD 21801
Chris Eccleston
Tel: 443-736-1584
Email: Chris@delmarvaveteranbuilders.com

Gillis Gilkerson Inc.

150 West Market Street
Suite 200, Riverview Commons
Salisbury, MD 21081
Dwight Miller
Tel: 410-749-4821
Fax: 410-749-7934
dmiller@gillisgilkerson.com

Willow Construction, LLC

400 Maryland Avenue
PO Box 521
Easton, MD 21601
Andy Cheezum
Phone: 410-822-6000
Fax: 410-820-7392
sales@willowconstruction.com

McGee Fence

376 Dueling Way
Berlin, MD 21811
Phone: 410-431-0395
mcgeefence@verizon.net

Long Fence

8545 Edgeworth Drive
Capitol Heights, MD 20743
Phone: 301-350-2400

Anderson Fence Company

30200 Rehobeth Road
Marion, MD 21838
Phone: 410-749-2944
mike@andersonfence.net

COUNTY COMMISSIONERS OF WORCESTER COUNTY MARYLAND

SNOW HILL, MARYLAND

INFORMATION TO BIDDERS

GENERAL CONTRACT CONDITIONS

SPECIFICATIONS AND SPECIAL PROVISIONS

FOR

CONTRACT NO. 0085B035.A01

COURTHOUSE PARKING LOT IMPROVEMENTS

SNOW HILL, MARYLAND

Bids: Received until
1:00 P.M., local time,
October 29, 2018
Snow Hill, Maryland 21863

Date of Award _____

Awarded To _____

PROPOSAL FORM
COURTHOUSE PARKING LOT IMPROVEMENTS
WORCESTER COUNTY, MARYLAND
PROJECT NO. 0085B035.A01

Proposal of _____
(NAME)

(ADDRESS)

(TEL.NO.)

Proposals to be received until October 29, 2018, at 1:00 P.M. local time.

For the Courthouse Parking Lot Improvements

County Commissioners of Worcester County Maryland
Snow Hill, Maryland

Ladies and Gentlemen:

In accordance with the advertisement of the County Commissioners of Worcester County Maryland, inviting proposals for the improvements hereinbefore named, and in conformity with the plans and specifications now on file in the office of the Worcester County Department of Public Works. I hereby certify that an examination has been made of the Specifications and Contract Form contained herein, also of the plans, and the site of the work, and proposed to furnish all necessary machinery, equipment, tools, labor and other means of construction and furnish all materials specified, in the manner and the time prescribed, and understand that the quantities of work as shown herein are approximate only and are subject to increase or decrease, and further understand that all quantities of work, whether increased or decreased are to be performed at the following schedule of prices.

*See The Attached Bid Form

Respectfully submitted,

Signature

Title

BID FORM
 COURTHOUSE PARKING LOT IMPROVMENTS
 COUNTY COMMISSIONERS OF WORCESTER COUNTY
 PROJECT NO. 0085B035.A01

BIDDER agrees to perform all the work described in the CONTRACT DOCUMENTS for the lump sum of _____ (\$ _____) Amount shall be as shown in both words and figures. In case of discrepancy, the amount shown in words will govern.

The following unit prices are to be used for determining addition to or deduction from lump sum amount, for amounts actually installed.

<u>ITEM</u>	<u>UNIT</u>	<u>AMOUNT</u>	<u>UNIT PRICE</u>
1. Bituminous Pavement	S.Y.	40	\$ _____
2. 8 Ft High Security Fence	L.F.	188	\$ _____
3. 10 Ft High Security Fence	L.F.	42	\$ _____
4. 8Ft x 10Ft Sliding Gate w/Gate Operator	EA.	1	\$ _____
5. 8Ft x 10Ft Sliding Gate Manual	EA.	1	\$ _____
6. 3 Ft Pedestrian Gate Electronic	EA.	1	\$ _____
7. 3 Ft Pedestrian Gate Manual	EA.	1	\$ _____

Respectfully submitted,

Signature

Title Firm Name & Address

License Number (if applicable) Date

(SEAL - if bid is by a corporation)

The contractor may begin work within ten (10) days from the date of the Notice to Proceed but work should be continuous once started, with no work stoppages exceeding fourteen (14) calendar days. Work shall be completed within sixty (60) consecutive calendar days from the date of the Notice to Proceed.

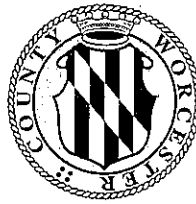
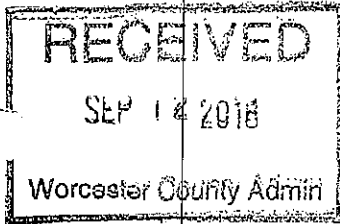
Enclosed herewith find a certified check or corporate bid bond in the amount of Dollars. (\$ _____), made payable to Worcester County. This certified check or corporate bid bond is a Proposal Guarantee (which it is understood will be forfeited in the event the Form of Contract is not executed if awarded to the undersigned).

Signed: _____

(Date)

(Title)

Bidder acknowledges receipt of the following addenda:



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

DIVISIONS

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

RO...
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

MEMORANDUM

TO: Harold L. Higgins, Chief Administrative Officer
FROM: John H. Tustin, P.E., Director *JHT*
DATE: September 10, 2018
SUBJECT: Judges Secured Parking Facility

.....
I've attached for your review and approval the required plans and specifications, Advertisement for Bids, Bidders List and appropriate Bid Form for the subject project.

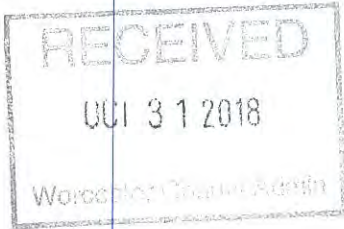
Funds have been made available through a Circuit Court grant in the amount of \$120,000 which needs to be expended by April 2019. The project will create a small parking lot to include a solid security fence, both 8 and 10 foot in height, which will be large enough to accommodate 6 parking spaces for the permanent and visiting judges of the Circuit Court. Judge Shockley and his staff have reviewed the project and are in agreement with the site layout. Therefore we are recommending that the County Commissioners approve the project for bidding at this time.

Should you have any questions in the mean time, please do not hesitate to contact me.

Attachments

cc: Mike Howard, Circuit Court Administrator
Ken Whited, Maintenance Superintendent

APPROVED
Worcester County Commissioners
Date HH 9/18/18



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

Full set of plans
and specifications
available in
County Administration

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: October 31, 2018
SUBJECT: Courthouse HVAC Renovation

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 Gipe & Associates, Inc. Bid Documents to replace the 1964 HVAC multi-zone HVAC system that provides heating and cooling to office areas of the Courthouse which consist of; Clerk of Court, Courtroom #4 – Orphan’s Court, Register of Wills and Family Services. Included are the plans and specifications, Notice to Bidders and Bidders List.

Funds, \$600,000.00 are available in the Assigned Fund Balance for this project.

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

Attachments

cc: Ken Whited

*WORCESTER COUNTY COURTHOUSE
HVAC RENOVATIONS*

COUNTY COMMISSIONERS OF WORCESTER
COUNTY MARYLAND

GIPE ASSOCIATES, INC. PROJECT: 17036

**BID DOCUMENTS SUBMISSION
PROJECT MANUAL**

October 26, 2018

Mechanical /Electrical Engineer
Gipe Associates, Inc.
8719 Brooks Drive, Easton, MD 21601

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OF THE PROJECT MANUAL
FOR

WORCESTER COUNTY COURTHOUSE
HVAC RENOVATIONS

WORCESTER COUNTY
SNOW HILL, MARYLAND

BID DOCUMENTS
October 26, 2018

GIPE ASSOCIATES, INC. PROJECT No. 17036

The arrangement of the Project Manual has been established based on the MASTERFORMAT (2004) of The Construction SPECIFICATIONS INSTITUTE. The following Table of Contents lists certain Bidding and Contract Documents (including Specification Sections of Division 01 through 33) contained in this Project Manual.

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002000 INSTRUCTION TO BIDDERS

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002100 SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

(AIA A310 – Bid Bond)

003000 INFORMATION TO BIDDERS

(General Trades Scope of Work)

004100 BID FORM

004350 SUBCONTRACTOR'S/MANUFACTURER'S LISTING FORM

004500 AFFIDAVIT OF QUALIFICATION TO BID

004600 AFFIDAVIT I NON-COLLUSION CERTIFICATE

004700 AFFIDAVIT II DISCLOSURE OF INTEREST BY PERSONS DOING BUSINESS WITH
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004900 BIDDING ADDENDA FORMAT

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- 005600 CONTRACTOR'S QUALIFICATION STATEMENTS
(AIA Document A305 – 1986 Edition)
- 007000 GENERAL CONDITIONS OF CONTRACT FOR CONSTRUCTION
(AIA Document A201-2007 Edition)
- 008000 SUPPLEMENTARY GENERAL CONDITIONS OF CONTRACT FOR CONSTRUCTION
(AIA A312 Performance Bond- Payment Bond)

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- 011400 WORK RESTRICTIONS
- 012100 ALLOWANCES
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- 012500 SUBSTITUTION PROCEDURES
- 012600 CONTRACT MODIFICATION PROCEDURES
(AIA G710 Architect's Supplemental Instructions – 1992 Edition)
(AIA G709 Proposal Request - 1993 Edition)
(AIA G701-Change Order - 2000 Edition)
(AIA G714 Construction Change Directive – 1987 Edition)
- 012900 PAYMENT PROCEDURE
(AIA G702 Application and Certification for Payment – 1992 Edition)
(AIA G706A Contractor's Affidavit of Release of Liens – 1994 Edition)
(AIA G707 Consent of Surety To Final Payment – 1994 Edition)
- 013100 PROJECT MANAGEMENT AND COORDINATION
- 013200 CONSTRUCTION PROGRESS DOCUMENTATION
(AIA G716-2004 Request for Information)
- 013300 SUBMITTAL PROCEDURES
(CSI 12.1A Submittal Transmittal – 1996 Edition)
(Gipe Associates, Inc. Release of Electronic Media Form)
- 014000 QUALITY REQUIREMENTS
- 015000 TEMPORARY FACILITIES AND CONTROLS
- 016000 PRODUCT REQUIREMENTS
(CSI 13.1A Substitution Request Form – 1996 Edition)
- 017300 EXECUTION REQUIREMENTS
- 017310 CUTTING AND PATCHING
- 017320 SELECTIVE DEMOLITION
- 017700 CLOSEOUT PROCEDURES
(CSI 14.1A Punch List Form – 1996 Edition)
- 017823 OPERATION AND MAINTENANCE DATA
- 017839 PROJECT RECORD DOCUMENTS
- 017900 DEMONSTRATION AND TRAINING
- 019113 GENERAL COMMISSIONING REQUIREMENTS
- 019115 HVAC COMMISSIONING REQUIREMENTS

DIVISION 07 THERMAL AND MOISTURE PROTECTION

- 078413 FIRE PROTECTION, HVAC & PLUMBING PENETRATION FIRESTOPPING

DIVISION 23 HEATING VENTILATING AND AIR CONDITIONING

230500	COMMON WORK RESULTS FOR HVAC
230505	HVAC PIPING, FITTING AND VALVES
230548	VIBRATION CONTROLS FOR HVAC, PLUMBING & FIRE PROTECTION EQUIPMENT
230593	TESTING, ADJUSTING & BALANCING FOR HVAC AND PLUMBING
230600	HEATING, VENTILATING, AND AIR CONDITIONING EQUIPMENT
230701	HVAC INSULATION
230900	INSTRUMENTATION AND CONTROLS OF HVAC & PLUMBING SYSTEMS
233000	HVAC AIR DISTRIBUTION
238126	VARIABLE REFRIGERANT VOLUME SPLIT SYSTEMS WITH HEAT RECOVERY (AIR COOLED SYSTEMS)

DIVISION 26 ELECTRICAL

260500	COMMON WORK RESULTS FOR ELECTRICAL
260519	CONDUCTORS AND CABLES
260526	GROUNDING AND BONDING
260528	ELECTRICAL FIRESTOPPING
260529	HANGERS AND SUPPORTS
260533	RACEWAY AND BOXES
260534	SURFACE METAL RACEWAY
260553	ELECTRICAL IDENTIFICATION
262726	WIRING DEVICES
262813	FUSES
262816	DISCONNECT SWITCHES
262913	MOTOR CONTROLLERS

NOTE ATTACHMENT FORMS ARE INDICATED IN PARENTHESIS ()

END OF CONTENTS

NOTICE TO BIDDERS
Worcester County Courthouse HVAC Renovations
One West Market Street, Snow Hill, MD

TITLE: WORCESTER COUNTY COURTHOUSE HVAC RENOVATIONS
SNOW HILL, WORCESTER COUNTY, MARYLAND

The County Commissioners of Worcester County Maryland are currently soliciting bids for the Worcester County Courthouse HVAC Renovations project. This project consists of HVAC renovations to include installation of new VRV & ERV systems, supporting electrical and replacement of acoustical ceilings to portions of the existing Worcester County Courthouse. Bid documents, bid packages and proposal forms are available by contacting the following County representatives: 1) Engineering Consultant, Gipe Engineering at 8719 Brooks Drive, Easton, Maryland; 410-822-8688 2) Construction Management, The Whiting-Turner Contracting Company at 100 West Main Street, Salisbury, Maryland, 410-677-3253

Interested contractors are encouraged to attend a **pre-bid meeting at 10:00 AM on Monday, November 19, 2018**, at the Worcester County Courthouse, One West Market Street, Snow Hill, MD 21863 (Meet at Front Entrance on Washington Street). The pre-bid meeting will provide a worksite evaluation and project information pertinent for Bidders to prepare their bid. Any subsequent visitation requests will not be granted. **Last day for bid questions shall be 4:00pm Friday, November 30, 2018.**

Sealed bids will be accepted until 1:00 PM EST on Monday, December 10, 2018 in the Office of the County Commissioners, at Room 1103 – Worcester County Government Center, One West Market Street, Snow Hill, Maryland 21863, at which time they will be opened and publicly read aloud. Envelopes shall be marked “**Proposal for Worcester County Courthouse HVAC Renovations**” in the lower left-hand corner. Email or faxed bids will not be accepted. Bids received after the bid due date and time will not be accepted. After opening, bids will be forwarded to the County’s Department of Public Works, Engineering Consultant and Construction Managers for tabulation, review and recommendation to the County Commissioners for their consideration at a future meeting. In awarding the proposal, the Commissioners reserve the right to reject any and all proposals, waive formalities, informalities and technicalities therein, and to take whatever proposal they determine to be in the best interest of the County considering lowest or best proposal, quality of goods and work, time of delivery or completion, responsibility of subcontractors being considered, previous experience of subcontractors with County contracts, or any other factors they deem appropriate. **All inquiries shall be directed in writing before 4:00pm, Friday, November 30, 2018 to Dave Hoffman at dhoffman@gipe.net**

All Bids shall be Lump Sum Amount, including allowances as scheduled. Each Bid shall be accompanied by a Bid Guaranty which shall be either by a certified check made payable to the “County Commissioners of Worcester County, Maryland” or a Bid Bond in the form and by a Surety company approved by the County Commissioners of Worcester County, Maryland in the amount of 5% of the Bid amount. All responsive bids shall be held valid for at least 90 calendar days after the Bid Opening Date.

Contractors that intend to submit an aggregate bid may purchase a hardcopy set of drawings and specifications from Gipe Associates, Inc. at the nonrefundable cost of \$150 per set, or an electronic set at the nonrefundable cost of \$50.

Checks shall be made payable to “Gipe Associates, Inc.” Gipe Associates will be maintaining a plan holder and bidder’s list for review by other bidders, subcontractors and suppliers. Only bidders identified on the list shall receive copies of addenda, clarifications or other bid revisions.

Additional drawings and specifications for contractors, subcontractors or suppliers are available at cost from Gipe Associates, Inc., 8719 Brooks Drive, Easton, MD 21601, (410)822-8688.

DRAFT

WORCESTER COUNTY COURTHOUSE – HVAC RENOVATION

BID GENERAL SCOPE OF WORK

- A. The provisions outlined in the General Scope of Work shall apply to all items of this section and as part of this bid package.
- B. All work is to be done in accordance with the Contract Documents, including but not limited to the drawings, specifications, this scope of work and all addenda, if any. The General Contractor must comply fully with all sections of the Division 00 and Division 01 specifications.
- C. The Scope of Work is intended as a reference to assist in the bidding process. The contractor is responsible to include all labor, material, tools, equipment, hoisting, layout, incidental work, storage, planning, coordination, loading, unloading, supervision, incidental work and other items necessary to fully complete all work described and shown in the Contract Documents. This contractor is responsible to review and include all items in their attached specific scope of work and to also review the work of other trades.

SPECIFICATION SECTIONS

Section: Description

Applicable specification sections: This work primarily includes but is not limited to the following specification sections as well as related work specified or shown elsewhere in the contract documents:

DIVISION 00 – Contract Forms

In Its Entirety

DIVISION 01 – General Requirements

In Its Entirety

DIVISION 02 – 26

As Applicable to the Project

SPECIAL CONSIDERATIONS:

In addition to those requirements already defined in the Contractor Contract and the General Conditions of the Contract the following items shall also be considered in developing your proposal. Responsibilities include, but are not limited to the following:

1. Bid Security is required to be submitted with the bid on an AIA Document A310 and shall be 5% of the base bid amount by a surety company satisfactory to the Owner or equivalent.
2. Performance and Payment Bonds, each in the amount of one hundred percent (100%) of the lump sum, shall be furnished to Worcester County in the form specified by the Contract documents prior to commencement of work.

GENERAL SCOPE REQUIREMENTS:

1. While on site the General Contractor shall provide full-time onsite foreman to monitor and supervise work described herein at all times work is being done onsite. The project manager or company representative authorized to speak for the company assigned to this work may be required to attend certain progress meetings and any other event at the request of Worcester County.
2. The General Contractor must perform a detailed review of the project work area. Contractors are responsible for access to work areas, means and methods of install, and existing conditions of the facility.
3. Furnish all submittals as required.
4. Furnish all close-out documents as required.
5. Provide complete record document as-builts, submittals, samples etc. indicating installation locations of all equipment and materials, modifications and any deviations etc. as required by the specifications.
6. Provide specified warranties that will commence from the date of substantial completion based on issuance from the Engineer.
7. Provide a schedule of values based on this scope of work and broken down by specification sections.
8. Coordinate with all contractors that may be impacted by this scope prior to performing work as it relates to your scope of work and installations.
9. Provide all layout work required for this work.
10. Provide, maintain, and remove all safety barricades, traffic controls, shoring, flagmen, etc. to comply with all safety practices required by OSHA, state of Maryland, any agency having jurisdiction, and as noted in the specifications.
11. Furnishing materials to be installed by others must be documented by signed transmittals of all parties involved as proof of documentation. Preserve originals and provide if required to submit documentation.
12. All materials must be protected from the elements at all times. This is the responsibility of the Contractor. Any materials that are “soiled”, dirty, unclean, exposed to elements etc. will not be permitted to be installed and all costs associated with replacing these materials will be the contractor’s sole responsibility. Protect your materials at all times. This will be strictly enforced.

13. Coordinate and facilitate all third party Inspections, Personnel etc. Immediately rectify any errors, problems, issues or other items listed by the Third Party Inspection Agency as it relates to the scope of work. All costs for re-inspection shall be the sole responsibility of the General Contractor.
14. Provide all labor, materials and equipment to hoist, rig, lift, install, move, and/or arrange all materials for this scope of work.
15. Delivery and storage of materials is full responsibility of this contract. A limited unsecure area where the General Contractor may place a small storage container will be indicated in the site plan. The security and responsibility of the materials stored in this area is solely the General Contractor's.
16. The General Contractor shall provide a CPM schedule showing all details and logic derived from a scheduling software program. A baseline schedule shall be submitted prior to the commencement of work for review that meets the requirements of the contract documents. This schedule shall be updated every two weeks until project final completion and submitted to the engineer and the Owner's Representative. Because of the interior nature of the work and the critical need to complete the project by the completion date in the contract documents weather delays will not be accepted.
17. Do to the active judicial hearings and process occurring adjacent to the work area some work stoppage is to be expected. General Contractors shall assume some delays may occur and their pricing shall include this assumption. Any claims for additional time shall be submitted to the Owner's Representative for review. The sole remedy for delay, as determined by Worcester County, is additional time without compensation.
18. Each contractor is responsible to provide, at their expense, permits required to complete their work.
19. No pictures, images, scans or other forms of representations of the project may be used in advertising, social media, media or any other public publication, print or electronic, without the written permission of Worcester County
20. Background checks are required for all workers working within the Courthouse. General Contractor to provide, without exception, the full name and birthdates of each person no later than one week prior to this person working in the courthouse. The Court will issue temporary ID badges for all Contractors. Contractors must have their ID badge to enter the facility. If a contractor does not have an ID badge they will not be admitted to the site. Reasons that a contractor may be denied an ID badge is that they are an active court case defendant in the circuit court system, certain felonies or on probation. Denying a contractor a badge is at the sole discretion of the court system and shall not entitle the General Contractor to any delay or compensation claims.
21. The General Contractor is responsible for supplying dumpsters in the location specified by the site plan. The General Contractor shall protect the curb, and sidewalk and at the completion of the project shall restore any damaged curbing, sidewalk or lawn areas. The dumpster shall be covered with a tarp at the end of work each day to prevent unauthorized dumping and access. Care will be exercised to protect the public and maintain access of the sidewalk.
22. Builder's Risk Insurance will be provided by Worcester County. General Contractor shall be responsible for the cost of the deductible in the event of a claim.
23. General Contractor shall provide General Liability Insurance meeting the minimum limits indicated in the contract documents and such proof of insurance shall be provided prior to

the commencement of work naming as additional insureds Worcester County, Gipe Associates Inc, and The Whiting-Turner Contracting Company.

SPECIFIC SCOPE REQUIREMENTS:

General Contractor

1. This contractor shall include time to inspect the work areas shown for damaged or deteriorated finishes and provide the Owner's Representative with a report.
2. The contractor is responsible for all interior demolition of walls, ceilings, floors, roof penetrations etc. necessary to do this work.
3. Ceiling tiles and grid shall be removed by this contractor. The existing acoustical wall edge ceiling trim may remain and be reused if not damaged. If damaged it is the contractor's responsibility to replace. All ceiling heights to remain the same.
4. Existing lights are to remain. Contractor shall support existing lights during construction and reinstall lights into new ceiling grid. Light pattern to approximately remain the same.
5. Contractor to furnish and install new ceiling tiles, grid and corner trim (where needed). Ceilings to be installed at same height as existing. Ceiling tile to be installed to accommodate the light locations as shown on the drawings. Reinstall all sprinkler head trims within these ceilings.
6. For all cutting and patching restore the drywall to original condition so as to make the patch in-discernable. Finish to be level 4 or 5 for patching as necessary to restore walls and ceilings to original appearance. Gypsum wall board to be used to be 5/8" type X. Submit for approval.
7. Construct all chases necessary for project. Chases shall be constructed of 20 gauge metal framing studs and track. Gypsum wall board to be used to be 5/8" type X. Finish for chases shall be level 4. Submit for approval.
8. Openings from the construction area into occupied spaces must be sealed with a hard insulated partition to prevent dust and noise from disturbing the occupied spaces. Openings into occupied spaces that have a door in them must be sealed with plastic, (which shall be fire retardant plastic). Appropriate signage in both locations must be placed indicating an active construction area.
9. Courthouse toilets are not to be used by construction personnel.
10. All finished floors in the construction area must be protected. The contractor will be responsible for repairing or replacing any damaged flooring. Floor protection must consist of a hard material with taped seams. Contractor must submit materials and method for approval by Owner's Representative.
11. Built in counters or other affixed furnishing must be protected from damage by this Contractor.
12. Trash removal to exterior dumpster must be through a window in the construction area. Construction debris will not be permitted to be removed through occupied spaces. Contractor must protect window and jamb being used for trash removal and will be responsible for repairing and damage. Contractor to submit to Owner's Representative plan to protect window and jamb.

13. Fire suppression system will remain active throughout the duration of the project. Contractor will provide temporary wire baskets to protect sprinkler heads during construction. Sprinkler Heads to remain in the same location and are not to be moved without review of Engineer.
14. After demolition of ceilings install aluminum inverted pie plates above each sprinkler head. Maintain throughout construction phase. Remove with the installation of new ceilings.
15. All roofing demolition, patching and penetrations will be done by Service Max Roofing working for this Contractor. Contact Timo Rajala at 443-736-7229 for pricing and coordination.
16. Fire alarm will remain active in the construction area. Protect devices as necessary. If alarm needs to be put into test mode coordinate with Owner's Representative.
17. Install temporary 3'0" x 7'-0" door between Janitors closet room 130 and Juvenile Clerk room 126 prior to commencing construction. Provide all necessary dust control for this work. Provide lockset compatible with core provided by Worcester County. Remove door at the end of construction and restore wall to original appearance.

Work To be Done by Worcester County

1. Removal of all ceiling mounted data devices
2. All finish painting of the construction area.
3. Removal of furnishing and equipment from construction area.
4. Supplying lock core for temporary door access for juvenile office.

END OF SECTION

SECTION 004100: BID FORM

GENERAL CONSTRUCTION CONTRACT

Date:

PROJECT IDENTIFICATION: WORCESTER COUNTY COURTHOUSE VRV SYTEM
SNOW HILL, WORCESTER COUNTY, MARYLAND

BID TO: COUNTY COMMISSIONERS OF WORCESTER COUNTY

BID FROM: _____

1. The undersigned BIDDER agrees, if this Bid is accepted, to enter into an agreement with OWNER, on the form included in the Bidding Documents, to perform and furnish and Work as specified or indicated in the Bidding Documents, for the Bid Price and within the Bid Times indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.

2. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:
 - a. This Bid will remain subject to acceptance for ninety (90) days after the day of Bid opening;
 - b. The Owner has the right to reject this Bid;
 - c. BIDDER accepts the provisions of the Instructions and Supplementary Instructions to Bidders regarding disposition of Bid Security;
 - d. BIDDER will sign and submit the Agreement with the Bonds and other documents required by the Bidding Requirements within 15 days after the date of OWNER'S Notice of Award;
 - e. BIDDER has examined copies of all the Bidding Documents;
 - f. BIDDER has visited the site and become familiar with the general, local, and site conditions;
 - g. BIDDER is familiar with federal, state, and local laws and regulations;
 - h. BIDDER has correlated the information known to BIDDER, information and observations obtained from visits to the site, reports and drawings identified in the Bidding Documents and additional examinations, investigations, explorations, tests, studies, and data with the Bidding documents;
 - i. The Bid is genuine and not made in the interest of or on behalf of an undisclosed person, firm, or corporation and is not submitted in conformity with an agreement or rules of a group, association, organization, or corporation. BIDDER has not directly or indirectly induced or solicited another Bidder to submit a false or sham Bid: BIDDER has not solicited or induced a person, firm, or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself an advantage over another BIDDER or over OWNER.
 - j. BIDDER has received the following Addenda receipt of which is hereby acknowledged:

Addendum No. _____	Dated _____	Addendum No. _____	Dated _____
Addendum No. _____	Dated _____	Addendum No. _____	Dated _____
Addendum No. _____	Dated _____	Addendum No. _____	Dated _____

3. The amount of stated allowances shall be included in the Bidder's stated price.
4. Delivery Time: BIDDER will indicate in weeks the delivery time from an approved submittal for VRV/VRF Equipment: _____ weeks."
5. Delivery Time: BIDDER will indicate in weeks the delivery time from an approved submittal for Energy Recovery Module: _____ weeks.
- 6: BIDDER will complete the Work in accordance with the Contract Documents for the following price(s):
 STIPULATED-SUM BID PRICE (also known as Base Bid) _____
 _____ (\$ _____) _____ (use words)
 (figures)

The Bidder proposes the following Alternate prices for modifications of the work covered by the Base Bid and as set forth in the Bid Documents (General Requirements, Division 01, Section 012300 Alternates). Each Alternate may be accepted or rejected at the time of Award of Contract (use words and figures).

ALTERNATES

Alternate No. 1: Two Year Warranty

Add _____ Dollars (\$ _____)
 (in words) (in numerals)

Alternate No. 2: PVC Jacketing

Add _____ Dollars (\$ _____)
 (in words) (in numerals)

Alternate No. 3: ATC System by Modern Controls

Add _____ Dollars (\$ _____)
 (in words) (in numerals)

Alternate No. 4: Thermal Dispersion Type Air Flow Monitoring Stations

Add _____ Dollars (\$ _____)
 (in words) (in numerals)

Alternate No. 5: VRV System by Daikin

Add _____ Dollars (\$ _____)
 (in words) (in numerals)

- 7. BIDDER agrees that the Work will be substantially complete and ready for final payment in accordance with the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 8. The Owner shall retain the sum of Three Hundred Dollars (\$300.00) for each calendar day in excess of the completion date set forth in the Contract Documents as liquidated damages and not as a penalty.
- 9. The following documents are attached to and made a condition of this Bid:
 - (a) AIA A-310 Bid Bond
 - (b) 004350 Subcontractor's/Manufacturer's Listing Form
 - (c) 004500 Affidavit of Qualification to Bid
 - (d) 004600 Affidavit I Non-Collusion Certificate
 - (e) 004700 Affidavit II Disclosure of Interest by Persons Doing Business with the County Commissioners of Worcester County Maryland

_____, being first duly sworn deposes and says that he is an officer in the building construction organization known as _____, and the party making a certain proposal or bid dated _____, 2018, to County Commissioners of Worcester County Maryland and that this bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person to put in sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person to fix the bid prices or the affidavit or any other bidder, or to fix any overhead, profit or cost element of said bid price, or that of any bidder, or to secure any advantage against the owner or any other person interested in the proposed contract; and that all statements is said proposal or bid are true.

Signature of:

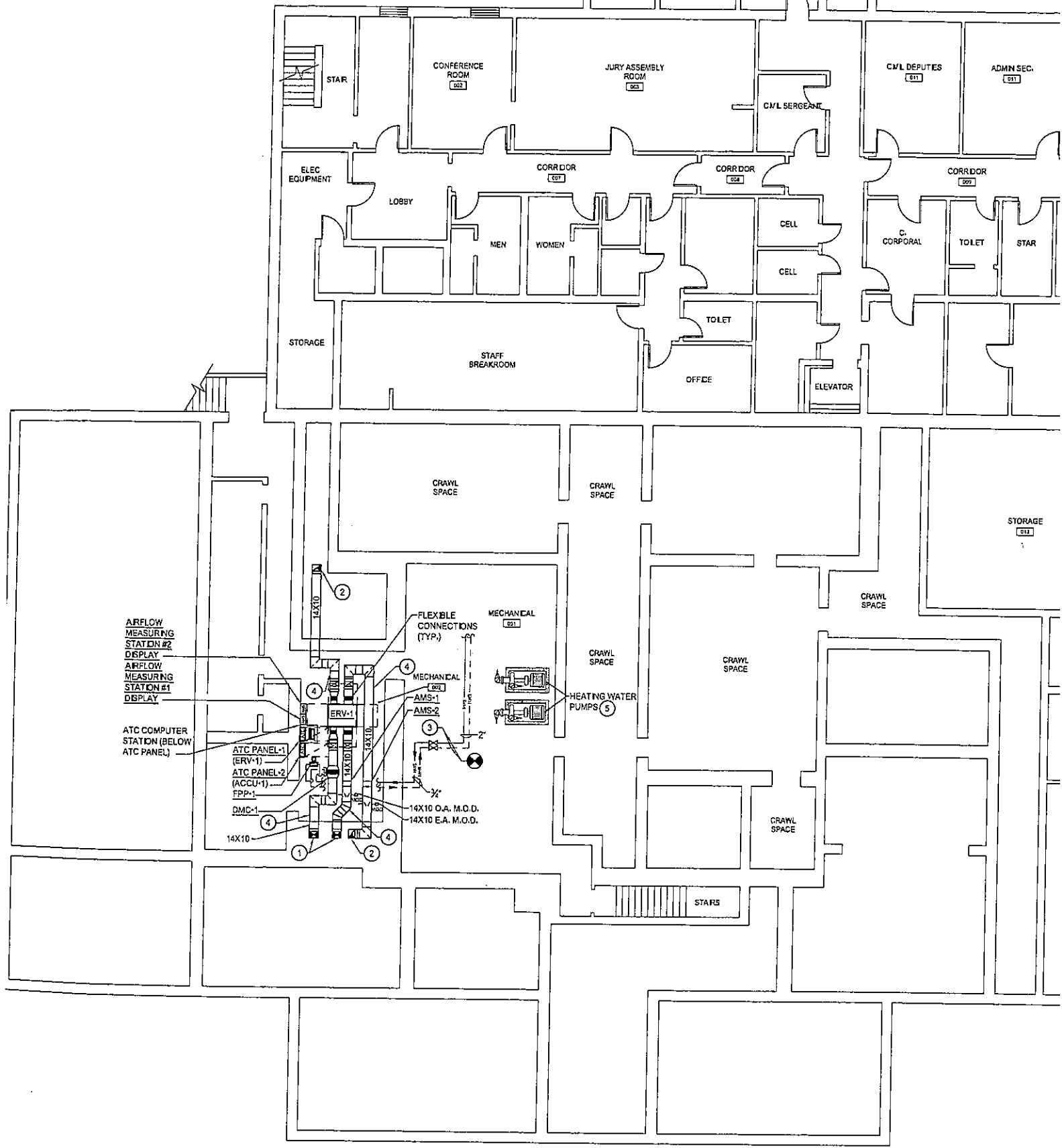
- Bidder if the bidder is an individual
- Partner if the bidder is a partnership
- Officer if the bidder is a corporation

Registered Maryland Contractor No.

Subscribed and sworn before me this _____ day of _____, 2018.

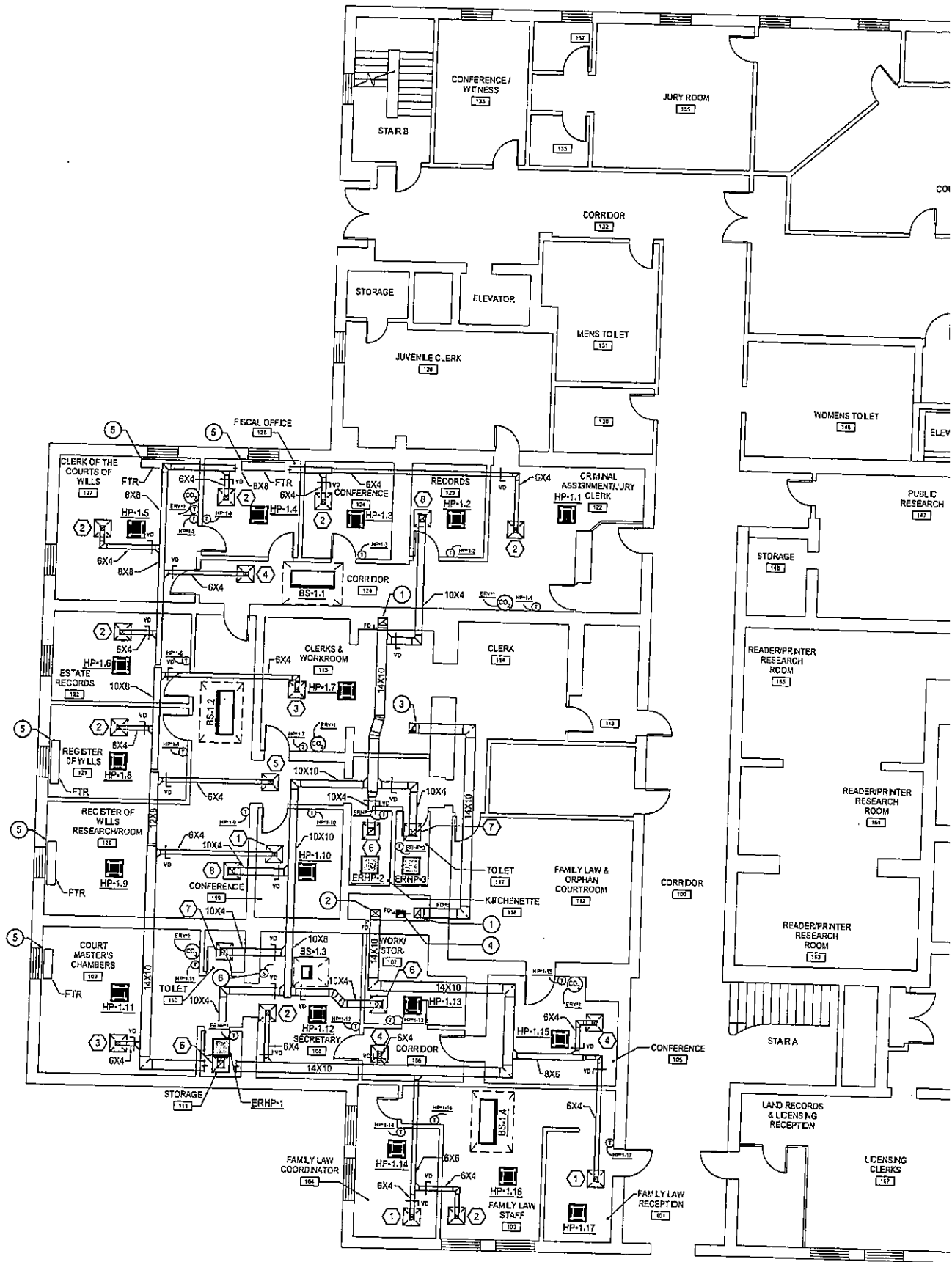
Notary Public

My commission expires: _____, _____.

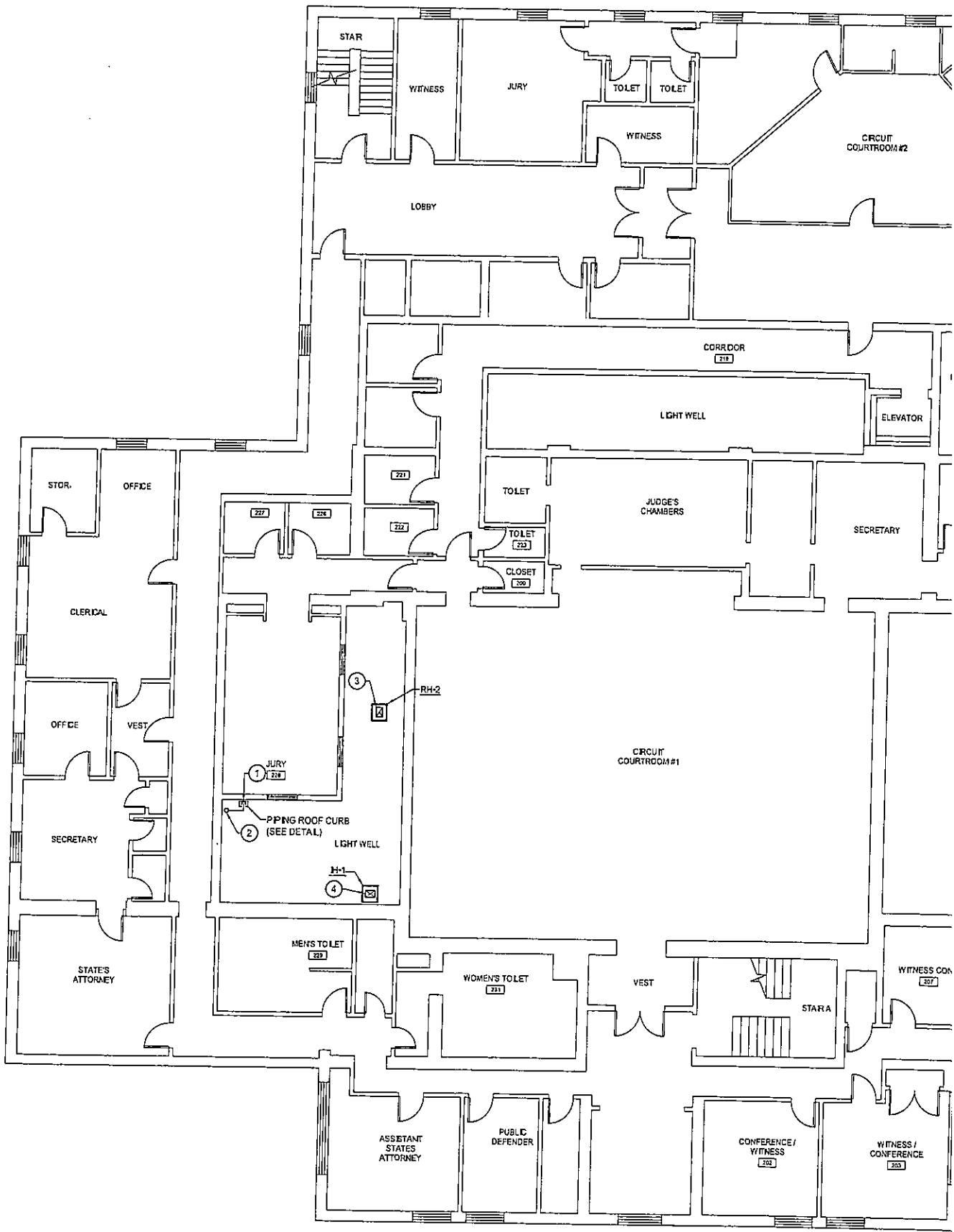


BASEMENT PLAN - HVAC - NEW WORK



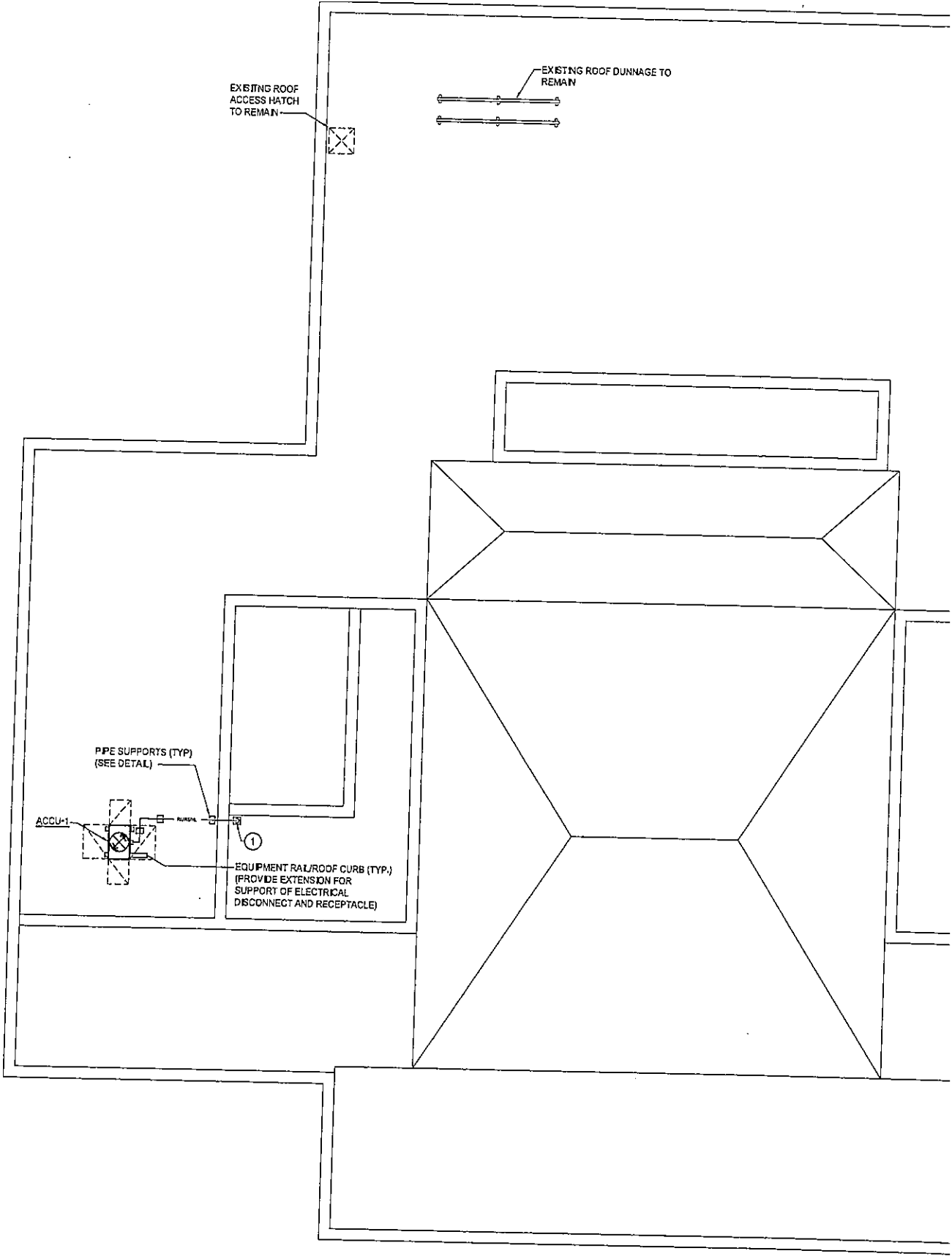


FIRST FLOOR PLAN - HVAC - NEW WORK



SECOND FLOOR PLAN - HVAC - NEW WORK





ROOF PLAN - HVAC - NEW WORK



WORCESTER COUNTY COURTHOUSE
2018 HVAC RENOVATION PROJECT

BIDDERS LIST

1. Bancroft Construction Company, Wilmington Delaware, Rob Jadick, (302) 254-6412, Jadick, Rob@bancroftusa.com.
2. Joseph M Zimmer, 2225 Northwood Drive Salisbury, Maryland 21801, Jeff White, (410-546-5700) jeff_white@jmzinc.com
3. Willow Construction Company, Easton, Maryland, Andy Cheezum, 410-822-6000, andy@willowconstruction.com
4. Delmarva Veteran Builder, 212 W. Main Street, Suite # 400 Salisbury, MD 21801, Chris Eccleston, Chris@delmarvaveteranbuilders.com
5. Gillis Gilkerson, Salisbury, Maryland, Tyler Barnes, 410-749-4821, tbarnes@gillisgilkerson.com
6. Wilfre Mechanical Contractors, Hebron, Maryland, Bill Harrison, 410-749-0496, billjr@wilfre.net
7. Harper and Sons, Easton, Maryland, Benson Harper, 410-820-2000, BHarper@harperandsons.com
8. Rommel Cranston Mechanical, 601 Nursery Road, Linthicum, Maryland 21090, Henry Lewis (410-252-7100), hlewis@rommelusa.com
9. TE Smith, Salisbury, Maryland – 2043 Northwood Drive, Sby, MD 21801 (410-749-4232), Chuck Cooper, chuck@te-smith.com
10. John R. Crocker, Easton, Maryland – 304 Melfield Ave., Easton, MD 21601 Mike Crocker, (410-822-5230), mike@jrcrocker.com
11. Hancock and Sons Plumbing Heating and Air Conditioning, Salisbury, Maryland – 2305 Northwood Drive, SBY, MD 21801, 410-749-1000, Leif Hancock, leif@hancockandsonplumbing.com or jim@hancockandsonplumbing.com
12. Limbach and Company, Laurel, Maryland -- 13261 MidAtlantic Blvd., Laurel, MD 20708, Jason Carter, (301-623-4800) Jason.carter@limbachinc.com
13. M&E Sales, Hanover, Maryland – 7501 Connelley Drive, #1, Hanover, MD 21076 (410-766-1487), MabeJC@aol.com



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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 *JHT*
DATE: October 29, 2018
SUBJECT: FY19 Bid Recommendation – Motor Grader
Department of Public Works – Roads Division

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

DIVISIONS

Monday, September 24, 2018, bids were received and opened for the purchase of one (1) new current production model motor grader to be utilized by the Department of Public Works, Roads Division. Attached for your review and approval are copies of the two bids received. Listed below is a pricing summary of the bids received.

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

Vendor	Model	Total Cost Per Unit	Option 1	Option 2	Total Delivered Price	Page
Jesco Inc., S. Plainfield, NJ	2019 John Deere 670G	\$240,747.73	\$12,028.00	\$22,716.75	\$275,492.48	3
Alban Tractor Co., Baltimore, MD	2018 Caterpillar 120M2	\$241,588.00	\$16,837.00	\$19,000.00	\$277,425.00	10

Upon review by the Roads Division of Public Works, it was determined that both bids noted deviations to our specifications. The Caterpillar motor grader was bid with a smaller seven liter engine as compared to the nine liter specifications. The specifications required a 13' moldboard but Caterpillar bid a 12' moldboard. A minor deviation was noted regarding the tire brand with John Deere; however, it will not affect the performance of this machine. After reviewing the options, it has been determined it is in the Roads Division's best interest to purchase Option 1 (V-Plow) and Option 2 (Joystick Controls).

The John Deere met or exceeded the intent of the specifications; therefore, it is requested that the Commissioners approve and accept the low bid price of \$275,492.48 submitted by Jesco, Inc. Funding in the amount of \$385,000 for the purchase of (1) motor grader is available in the current FY19 operating budget in account 100.1202.9010.070.

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

Attachments

cc: Frank J. Adkins

Competitive Bid Worksheet

Item: Purchase of Motor Grader for Roads Division of DPW

Bid Deadline/Opening Date: 1:00 P.M., Monday, September 24, 2018

Bids Received by deadline = 3

Vendor's Submitting Bids

Total Delivered Price

Alban Tractor Co. Inc.

P.O. Box 9595

Baltimore, MD 21237

\$ 241,588

JESCO

118 St. Nicholas Ave.

South Plainfield, NJ 07080

\$ 240,747.73

Groff Tractor Mid-Atlantic (Folcomer)

P.O. Box 338

Greenwood, DE 19950

NO BID

BID FORM

**Worcester County Department of Public Works – Roads Division
“FY19 - Purchase of Motor Grader”**

I/We have reviewed the specifications and provisions for furnishing/delivering one (1) motor grader and understand said requirements as stated herein. I/We hereby propose to furnish and deliver the following:

One (1) motor grader (current production model):

Year 2019 Make John Deere Model 670G

Total Cost Per Unit: \$ 240,747.73 Total Bid Price including delivery: 240,747.73

Option 1: V-Plow unit shall be one (1) ten (10) foot standard duty front mounted V-Plow for snow removal. V-Plow with replaceable cutting edges and mushroom shoes. Mounting is to be of a “quick hitch” design with all mounting hardware and installed on equipment when delivered.

\$ 12,028.00

Option 2: Joystick hydraulic controls \$ 22,710.75

Option 3: Trade in Value: 1989 JD 670B Grader \$ 13,500.00

If there is any specification differences please make sure to note them when submitting your bid.

Delivery To: Department of Public Works – Roads Division
5764 Worcester Highway, Snow Hill, MD 21863

Described unit will be delivered by: 90 days ARO

BID MUST BE SIGNED AND SPECIFICATIONS MUST BE ATTACHED TO BE CONSIDERED.

Date: 9/17/18

Signature: 

Typed Name: Greg Blaszk

Title: Secretary/Treasurer

Firm: JESCO, Inc.

Address: 118 St. Nicholas Ave.
S. Plainfield NJ 07080

Phone: 908-753-8080



Main Office: 118 Saint Nicholas Ave ▪ South Plainfield, NJ 07080 ▪ PH (908) 753-8080 ▪ FX (908) 821-1400

Construction, Industrial & Utility Equipment

JESCO, INC.'S EXCEPTIONS
TO WORCHESTER COUNTY, MARYLAND
PURCHASE OF MOTOR GRADER

Tires:

John Deere's 670G has Bridgestone VKT tires.

BID SPECIFICATIONS

1. Bids

- A. Bids should be submitted in sealed envelopes clearly marked in lower left-hand corner "Motor Grader Bid".

2. Late Bids

- A. Bids should be mailed or hand-carried to be received in the Office of the County Commissioners by or before **1:00 p.m. on September 24, 2018**. Bids received after the appointed time will not be considered.

3. Taxes

- A. The County is exempt from all Federal and States taxes. Therefore, bidders' price should reflect the same.

4. Scope of Work

- A. To supply one (1) motor grader.
- B. Vendor is responsible for delivery of awarded vehicle to the Department of Public Works - Roads Division at 5764 Worcester Highway, Snow Hill, Maryland 21863. All paperwork will accompany vehicles, as the County will be responsible for acquiring their tags and titles.

5. Payment

- A. Submit payment to the Department of Public Works – Roads Division for review and processing upon delivery of said new vehicle purchase.

6. Award of Contract

- A. Bids will be opened by the Chief Administrative Officer or Assistant Chief Administrative Officer in the Office of the County Commissioners and read aloud at **1:00 p.m. on September 24, 2018**.

B. The Department of Public Works shall prepare a tabulation of said bids and a recommendation to the County Commissioners at the next regular meeting of the Commissioners. In awarding the bids, the Commissioners reserve the right to reject any and all bids, waive formalities, informalities and technicalities herein, 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.

7. Vehicle Specifications

The following specifications represent one (1) motor grader, **current production model**, or equivalent for Worcester County Public Works- Roads Division.

Weight:

The minimum basis operating weight of motor grader in fully serviced condition including fuel, lubricants, coolants and other standard accessories only, shall be not less than 42,000 lbs. *AS*

Engine:

Minimum turbo-charged, six-cylinder, 9 liter wet sleeve diesel, minimum torque 840 lb. ft., tier 4 *AS* emissions minimum;

Minimum 230 net peak horsepower; *AS*

Fuel tank capacity, 75 US gallons minimum; *AS*

Air cleaner, dual element dry type; *AS*

Engine protection system: automatic shutdown of engine for low oil pressure, high water temperature. Alarm to be audible and visual; *AS*

Engine enclosures with side doors for engine access; *AS*

Engine block heater, minimum 115 volts 1000 watts; *AS*

Exhaust rain cap; *AS*

Standard fuel and water separator; *AS*

Automatic exhaust filter regeneration; *AS*

Engine exhaust with flat black stack. *AS*

Transmission:

Direct drive, auto shift; *AS*

Transmission solenoid valve guard or equivalent; *AS*

Minimum of eight forward and six reverse speeds; *AS*

Maximum transport speed shall be no less than 24 mph. *AS*

Final Drive:

Tandem type having an operator controlled differential lock/unlock; *AS*

Driven on all four tandem wheels. *AS*

Brakes:

Service brakes: hydraulic actuated; *AS*

Service brake multiple wet discs. *AS*

Blades:

Equipment to be equipped, mounted, and delivered with steel blade cutting edges; *AS*

Lift above ground – minimum 19"; *AS*

Blade side shift, right or left, minimum 26"; *AS*

Blades Cont.:

(3) Additional sets of carbide steel blades with hardware for snow clearing operations; AS
(3) Additional sets of steel blades with hardware. AS

Tires:

All six tires shall be new, 14.00-24, 12pr Goodyear BKT Trac Grader tires; see note for exception
(2) Spare tires/rims not to be mounted; AS
Rims shall be 10"; AS

Steering

Steering shall be hydraulic power frame articulation; AS
Motor Grader turning radius shall not exceed 24.4 feet. AS

Articulation Joint:

Articulation joint shall have a mechanical locking device to prevent frame articulation while servicing or transporting; AS
Articulation front steer plus articulated minimum of 20 degrees. AS

Frame:

Frame articulated with safety lock; AS
Rear counterweight with rear hitch and pin. AS

Moldboard:

13' long, 27" high and no less than 1" thick; AS
Hydraulic shift and hydraulic tilt; AS
Replaceable end bits; AS
Moldboard shall be constructed of a wear-resistant, high carbon steel; AS
Maximum slope angle of 90 degrees to both sides. AS

Circle and Drawbar:

Drawbar shall be of "Y" type design with solid beam construction; AS
The circle shall be supported by the drawbar with a least six support shoes providing vertical and horizontal adjustment; AS
Circle diameter shall be no less than 60" and rotated by a hydraulically driven motor 360 degrees. AS

Hydraulics:

Reservoir tank minimum 16 gallon; AS
Stand by pressure minimum 885 psi; AS
Pump type variable piston; AS
Maximum pump flow 55 gallon minimum; AS
Minimum system pressure of 2,750 psi; AS
Standard antler rack hydraulic controls with steering wheel with float control; AS
Hydraulic pump disconnect. AS

Electrical:

24 volt system with an alternator minimum 200 amp total; AS
Maintenance free heavy duty batteries with minimum 1,125 CCA; AS
Electric back-up alarm AS
Electric horn; AS
Convertor 24 V to 12 V, 25 amp capacity for inside cab hook-up for two-way radio. AS

Cab/Operator Station:

Low cab with fixed lower front and side windows; AS
Pedal decelerator; AS
Factory installed fully enclosed ROPS type cab with sound suppression which shall meet all OSHA standards; AS
20,000 btu/heater/defroster with a three speed fan; AS
Front and rear glass windshield wipers/washer; AS
All glass tinted; AS
Two rear view mirrors located outside cab, one on each side; AS
One inside rear view mirror, wide angle; AS
Gauges: engine coolant temperature fuel, voltmeter, engine oil pressure, frame articulation, tachometer, hour meter; AS
Entire control console, with steering wheel and all implement control levers, shall be infinitely adjustable fore and aft as a single unit; AS
Seat shall be a cloth-covered, suspension type with arm rest, adjustable, equipped with a retractable seat belt; AS
Air conditioner refrigerant charged. AS

Lighting:

LED head lights, LED tail lights, LED turn signals and premium LED work/grading lights front and rear, mid-range; AS
Warning strobe light, including hardware to be mounted on cab; AS
26" higher than standard frame lights, front snow plow light bar; AS
License plate bracket with light. AS

Other Equipment:

V-type scarifier front mounted with a working width of no less than 47" and a minimum scarifying depth of 11", hydraulically controlled including float; AS
Scarifier with 2 pitch positions and minimum of 9 shank pockets; AS
To include 9 - 1 x 3 scarifier shanks with teeth and mounting hardware. AS

Paint:

Standard manufacturer's color scheme. AS

Warranty:

5 Year/5,000 hour no cost full machine warranty shall be provided; AS
All warranty work on equipment shall be provided on site or transported to the dealership at dealer's cost. AS

Miscellaneous:

Two (2) sets of keys; AS
One (1) complete set of maintenance/repair manuals and parts catalog/CD Rom, in addition to an operator's manual for the model supplied; AS
Snow chains to be provided for rear tandem wheels and to include a minimum of 30 replacement links; AS
Tool box to be included; AS
Vendor shall supply adequate training to acquaint operators with the equipment; #
Title fee to be included in bids.

****If there is any specification differences please make sure to note them when submitting your bid****

Keep downtime down with
JOHN DEERE ULTIMATE UPTIME

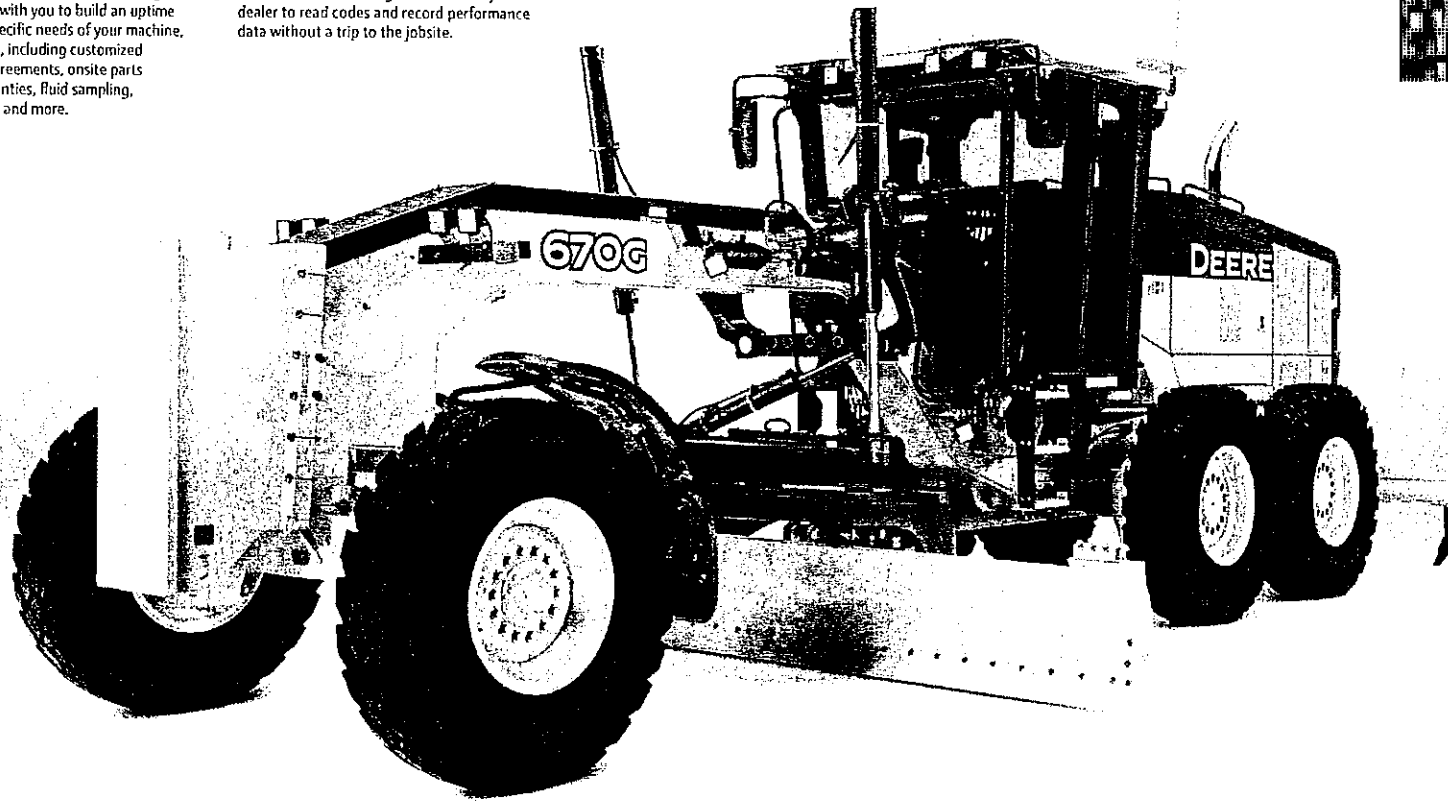
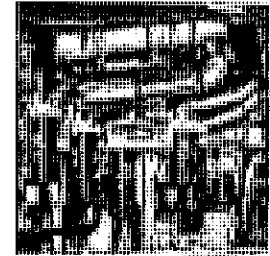
John Deere Ultimate Uptime, featuring John Deere WorkSight™, is a customizable support solution available exclusively from your Deere dealer. This flexible offering maximizes equipment availability with standard John Deere WorkSight capabilities that can help prevent future downtime and speed repairs when needed. In addition to the base John Deere WorkSight features, our dealers work with you to build an uptime package that meets the specific needs of your machine, fleet, project, and business, including customized maintenance and repair agreements, onsite parts availability, extended warranties, fluid sampling, response-time guarantees, and more.

Get valuable insight with
JOHN DEERE WORKSIGHT

John Deere WorkSight is an exclusive suite of telematics solutions that increases uptime while lowering operating costs. At its heart, JDLink™ Ultimate machine monitoring provides real-time utilization data and alerts to help you maximize productivity and efficiency while minimizing downtime. Remote diagnostics enable your dealer to read codes and record performance data without a trip to the jobsite.

Fast, simple ground-level access

All daily service points, including fueling and diesel exhaust fluid (DEF), are grouped on the left side for quick and convenient ground-level access. On the right side, maintenance personnel will appreciate the easy-access hydraulic, transmission, and differential filter bank.



GET IT DONE WITH EASE.

BID FORM

**Worcester County Department of Public Works – Roads Division
“FY19 - Purchase of Motor Grader”**

I/We have reviewed the specifications and provisions for furnishing/delivering one (1) motor grader and understand said requirements as stated herein. I/We hereby propose to furnish and deliver the following:

One (1) motor grader (current production model):

Year 2018 Make Caterpillar Model 120M2

Total Cost Per Unit: \$ 241,588.00 Total Bid Price including delivery: \$ 241,588.00

Option 1: V-Plow unit shall be one (1) ten (10) foot standard duty front mounted V-Plow for snow removal, V-Plow with replaceable cutting edges and mushroom shoes. Mounting is to be of a “quick hitch” design with all mounting hardware and installed on equipment when delivered.

\$ 16,837.00

Option 2: Joystick hydraulic controls \$ 19,000.00

Option 3: Trade in Value: 1989 JD 670B Grader \$ 18,000.00

If there is any specification differences please make sure to note them when submitting your bid.

Delivery To: Department of Public Works – Roads Division
5764 Worcester Highway, Snow Hill, MD 21863

Described unit will be delivered by: 120 Days after receipt of P.O.

BID MUST BE SIGNED AND SPECIFICATIONS MUST BE ATTACHED TO BE CONSIDERED.

Date: 9/20/18

Signature: Robert W. Miller

Typed Name: Robert W. Miller

Title: Vice President

Firm: Alban Tractor Co. Inc.

Address: 8531 Polaski Highway
Baltimore, MD 21237

Phone: 410-686-7777

120M2/120M2 AWD

Motor Graders



Engine

Engine Model	Cat® C7.1 ACERT™	
Base Power (1st gear) – Net	108 kW	145 hp
Base Power (1st gear) – Net (metric)		147 hp
VHP Plus Range – Net	108-141 kW	145-189 hp
VHP Plus Range – Net (metric)		147-192 hp
AWD Range – Net	114-156 kW	153-209 hp
AWD Range – Net (metric)		155-212 hp

Emissions

U.S. EPA Tier 4 Interim/EU Stage IIIB equivalent

Moldboard

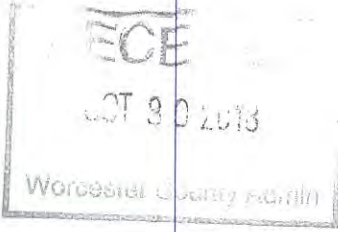
Blade Width 3.7 m 12 ft

Weights

Operating Weight, Typically Equipped 18 095 kg 39,892 lb

Weights – AWD

Operating Weight, Typically Equipped 18 987 kg 41,859 lb



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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: October 30, 2018
SUBJECT: Mystic Harbour Effluent Disposal Program
Eagle's Landing Connection
Change Order Number 1

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

.....
Enclosed for approval is Change Order Number 1 for the construction of the piping and controls for connection of the Mystic Harbour Wastewater Treatment Plant (MHWWTWP) effluent to the Eagle's Landing Golf Course. The change order covers five (5) items as follows:

1. Removal of 3 - 4 trees at the golf course to improve the radio communications between the golf course and the MHWWTWP. Total cost for this work is \$862.00.
2. Installation of a power supply to the SCADA panel at the MHWWTWP. Total cost for this work is \$3,633.92.
3. Install additional circuit panel power pack and circuit for sump pump at the valve vault. Total cost for this work \$1,837.50
4. Replace 60 feet of the drain line between the holding pond and the spray irrigation pump station in conflict with the irrigation piping (\$5,562). Redirect the irrigation piping under the drain (\$1,567). Total cost for this work \$7,129.
5. Modification of the pipe outlet structure at the Eagle's Landing Golf Course. This work is requested by the Golf Course Operator to make the outlet structure look similar to other structures on the course. Total cost for this work is \$4,136.00.

In addition to these costs, the Contractor has requested a time extension with a deadline of November 16, 2018.

The total additional cost for these items is \$17,598.42 and funding is available in the project contingency to cover this expense. These items were reviewed by the design engineer and they have indicated their approval on the change order form.

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

Attachments

cc: John S. Ross, P. E., Deputy Director
Jessica Wilson, CPA, Enterprise Fund Controller

This Change Order provides change requests for three items. Changes to the weir structure as requested by the Golf Course personnel. Due to the communications radio study, it was discovered that trees in close proximity to the golf course electrical cabinets need to be removed. The electrical sub-contractor has provided a change request for providing a power circuit to SCADA Panel ESP.

Additionally, the Contractor has requested 14 work days due to delay and loss to weather and 20 work days to complete the repair of the ADS piping between ponds.

SOMERSET WELL DRILLING CO., INC.
INDUSTRIAL • DOMESTIC • IRRIGATION • GEOTHERMAL



30170 RITZEL ROAD • P.O. BOX 67
WESTOVER, MARYLAND 21871-0067
(410) 851-3721 FAX (410) 851-5255

September 14, 2018

DBF/ Worcester County

Re: PCO- 001

Attn: Aaron Goller

We are pleased to provide you with the following scope of work and pricing for PCO-002

1. Remove 3-4 trees above the ground line at the golf Course antenna site	\$862.00
2. Bilbrough Electric add power from panel to new SCADA panel in wastewater plant	\$3,460.88
	Somerset Well Markup <u>\$173.04</u>
	Total \$3633.92
3. Bilbrough Electric add 4 circuit panel at power rack. Add circuit for sump pump at valve vault. wire, box outlet and labor	\$1750.00
	Somerset Well Mark <u>87.50</u>
	\$1,837.50
4. Eagles Landing 10" ADS replacement	\$5562.00
4a Eagles landing, remove, fuse and offset new 3"HDPE irrigation line under 10" ADS	\$1567.00
5.. Eagles Landing weir modification	\$4136.00

Please note that work would be done during idle contract time while awaiting pump skid or would require 30 day contract extension.

Sincerely,

Brett Mariner

Brett Mariner
Project Manager

BILBROUGH'S
ELECTRIC, INC.
Let Your Light Shine
410-479-4215

Proposed Change Order OO2

Job: Mystic Harbour

Description - Add power circuit to Scada Panel ESP. Control Panel not shown on drawing.

Qty.	Item:	Price Ea. or Per Foot	Materials			Labor	
			Materials Extended	Hours Ea. or Per Foot	Hours	Labor Burden	Labor Extended
200	3/4" Alum Conduit	\$1.89	\$378.00	0.07	14	\$100.00	\$1,400.00
20	3/4" Alum Strut Straps	\$0.68	\$13.60	0.038	0.76	\$100.00	\$76.00
1	3/4" Alum LB	\$56.36	\$56.36	0.87	0.05	\$100.00	\$5.00
3	3/4" Alum 90	\$10.64	\$31.92	0.37	1.11	\$100.00	\$111.00
23	3/4" Alum Couplings	\$3.76	\$86.48	0.02	0.46	\$100.00	\$46.00
600	#14 THHN wire	\$0.11	\$66.00	0.006	3.6	\$100.00	\$360.00
1	15amp Sq D Breaker	\$40.18	\$40.18	0.4	0.4	\$100.00	\$40.00
4	3/4" Locknuts	\$0.10	\$0.40	0.43	1.72	\$100.00	\$172.00
2	3/4" Bushings	\$0.07	\$0.14	0.43	0.86	\$100.00	\$86.00

Subtotal	\$673.08	Total Hours	\$22.96	Total Labor	\$2,296.00
Sales tax 6%	\$40.38				
Subtotal Labor	\$2,296.00				
Subtotal	\$3,009.46				
Mark Up 15%	\$451.42				
Total w/Mark-up	\$3,460.88				

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Somerset Well Drilling Co., Inc.
P.O. Box 67
Westover, MD. 21871
Office: 410-651-3721
Fax: 410-651-5255

CR:	1
Job Name:	Mystic Harbor
Location :	Berlin
Date:	7-Sep-18



Description of work: PCO-001 Change to Pond Wier at golf course per drawing issued on 9/6/2018
based on 2 days work

QTY	Material	Price	Amount	QTY	Other Charges	Price	Amount		
4	8" piles	44.00	176				0		
4	4X6X16	34.50	138				0		
8	2X10X8 T&G	16.00	128				0		
4	4X4X8	26.50	106				0		
8	3/4X16" galve Tuff bolt	5.53	44.24				0		
			0		Total Other		0		
			0		Rentals				
			0	2	Excavator	300	600		
			0				0		
			0				0		
			0		Total Rentals		600		
			0		Sub-Contractors				
			0				0		
			0				0		
			0				0		
			0		Total Sub-Contractors		0		
			0		Labor	Rate	Hours	Amount	
			0				ST	OT	
			0		Foreman / Driller	75.00			0
			0		Equipment operator	41.00	32	8	1804
			0		Laborer	22.96	32	8	1010
			0						0
			0						0
			0						0
			0		Total other				0
			592.24		Sub-Total				2814
			35.5344		MD S.T. 6%				628
			627.774		Total Materials				94
									600
									0
									0
									4136

Somerset Well Drilling Co., Inc.
P.O. Box 67
Westover, MD. 21871
Office: 410-651-3721
Fax: 410-651-5255

CR: 3

Job Name:	Mystic Harbor
Location :	Berlin
Date:	24-Sep-18



Description of work:	PCO-002	Repair 10' ADS piping underground
We take exception to any restoration of grass other than rolling existing		
Sod back inplace		

QTY	Material	Price	Amount	QTY	Other Charges	Price	Amount		
60	10" ADS double wall	5.80	348				0		
1	MarMac coupling	93.11	93.11				0		
			0				0		
			0				0		
			0				0		
			0		Total Other		0		
			0		Rentals		0		
			0	4	Excavator	300	1200		
			0				0		
			0				0		
			0		Total Rentals		1200		
			0		Sub-Contractors		0		
			0				0		
			0				0		
			0				0		
			0		Total Sub-Contractors		0		
			0		Labor	Rate	Hours	Amount	
			0				ST	OT	
			0		Foreman / Driller	75.00		0	
			0		Equipment operator	41.00	32	8	1804
			0		Laborer	22.96	64	16	2020
			0					0	
			0					0	
			0		Total other			0	
			441.11		Sub-Total			Total Labor	3824
	MD S.T. 6%	6%	Sales Tax	26.4666				Total Materials	468
			467.577	15%	Total Materials			Material Mark up	70
								Total Total Rental	1200
	Work Ordered By	Aaron Goller						Total Sub-Contractors	0
								Sub Contractor Overhead Profit	0
								Total	5562

Somerset Well Drilling Co., Inc.
P.O. Box 67
Westover, MD. 21871
Office: 410-651-3721
Fax: 410-651-5255

CR:	3
Job Name:	Mystic Harbor
Location :	Berlin
Date:	24-Sep-18



Description of work:	PCO-002 Fuse new irrigation line under new ADS Piping
We take exception to any excavation invovled in ADS piping	

QTY	Material	Price	Amount	QTY	Other Charges	Price	Amount					
4	45 elbows	5.80	23.2				0					
2	electrofusion couplings	48.00	96				0					
20	PE pipe	1.80	36				0					
			0				0					
			0				0					
			0		Total Other		0					
			0		Rentals							
			0	1	Fusion equipment	300	300					
			0				0					
			0				0					
			0		Total Rentals		300					
			0		Sub-Contractors							
			0				0					
			0				0					
			0				0					
			0		Total Sub-Contractors		0					
			0		Labor	Rate	Hours	Amount				
			0				ST	OT				
			0		Foreman / Driller	75.00	8	2	825			
			0		Equipment operator	41.00			0			
			0		Laborer	22.96	8	2	253			
			0						0			
			0						0			
			0		Total other				0			
			0		Sub-Total		155.2					
			0						Total Labor	1078		
			0		MD S.T. 6%		9.312			Total Materials	165	
			0		6% Sales Tax						25	
			0		Total Materials		164.512		15%		Total Material Mark up	25
			0								Total Total Rental	300
			0		Work Ordered By	Aaron Goller					Total Sub-Contractors	0
			0								Sub Contractor Overhead Profit	0
			0								Total	1567

SOMERSET WELL DRILLING CO., INC.
INDUSTRIAL • DOMESTIC • IRRIGATION • GEOTHERMAL



30170 RITZEL ROAD • P.O. BOX 67
WESTOVER, MARYLAND 21571-0067
(410) 651-3721 FAX (410) 651-5255

September 10, 2018

Davis, Bowen, & Friedel, Inc
Worcester County, USDA

Re: Mystic Harbor , Project 0085B030.A01

Attn: John McGee

John,

Please see below for delay days we are asking to extend the contract date

1. July 6, 2018 Rain delay (1 Day)
2. July 12-16 after layout finding proposed pipeline runs across Green Turtle Parking Lot. Awaiting revised plans (3 Days)
3. Rerouting clearing and Grubbing & Asphalt July 18-20 (3 Days)
4. Weather July 21 (1 day)
5. Weather July 25 (1 day)
6. Weather July 28 (1 day)
7. Weather July 30 (1 day)
8. Weather August 8 (1 day)
9. Weather August 11 (1 day)
10. Weather August 31 (1 day)
11. Weather September 18 (1 day)
12. Weather September 24 (1 day)
13. Weather October 11 (1 day)
14. Weather October 12 (1 day)

PCO additional work to the Weir (3 Days)

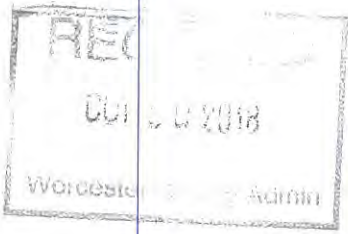
PCO ADS piping (4 days)

Total delay days for weather and other delays
Twenty five days. Plus scheduling for
continuation of work at 8" vault and Pump pad
to reach out until November 16.

Sincerely,

Brett Mariner

Brett Mariner
Project Manager



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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: October 30, 2018
SUBJECT: Riddle Farm Service Area
Equalization Tank Rehabilitation
Design Services

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

Over the past few years, we have been monitoring the condition of the flow equalization tank at the Riddle Farm Service Area, and have repeatedly witnessed a number of pinholes that have developed in the upper portion of the tank. We believe that these holes are a result of gasses produced by the wastewater in the tank. After being repaired on numerous occasions, we are now proposing a complete major tank rehabilitation.

In discussions with the original tank design engineer George, Miles and Buhr, LLC (GMB) the plan for rehabilitating the tank would include salvaging the lower ring(s) of the tank because they show no signs of failure and replacing the upper rings with either stainless steel or higher quality glass fused to steel tank. The lower rings are still sound because they are not exposed to the gasses that have caused the deterioration of the upper rings.

The estimated cost for rehabilitating this tank is \$250,000. We would propose to include these funds in the upcoming bond issue planned for the Showell Elementary School. In the interim, we would request a short term loan from the General Fund so that the project can begin during the off-season and have it available for next summer.

In order to get this project underway, we have solicited design proposals from both GMB and from Davis, Bowen and Friedel (DBF), the engineers currently completing the work at Mystic Harbour. The cost proposals are summarized as follows:

Page

GMB - Design/Bidding - \$24,550 — 3
DBF - Design/Bidding - \$17,300 — 8

Although GMB submitted the higher price, they have been involved in this project since the original construction, are more familiar with the history of this tank, and authored the report recommending the improvements. Therefore, we recommend contracting with them for the engineering design of this project. We believe their familiarity could result in lessening any problems that may occur during construction and result in a better final product.

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

Attachments

cc: John S. Ross, P. E., Deputy Director
Jessica Wilson, CPA, Enterprise Fund Controller

◆◆◆◆

ARCHITECTS
ENGINEERS

206 WEST MAIN STREET
SALISBURY, MD 21801
PH: 410.742.3115
PH: 800.789.4482
FAX: 410.548.5790

SALISBURY
BALTIMORE
SEAFORD

www.gmbnet.com

◆◆◆◆

August 16, 2018

Ocean Pines Wastewater Treatment Plant
1000 Shore Lane
Ocean Pines, MD 21811

Attn: John S. Ross, P.E.
Deputy Director of Public Works

Re: Flow EQ Tank - Engineering Design and Bidding Services
Glen Riddle WWTP
GMB File No. 140179

Dear Mr. Ross:

GMB is pleased to submit this agreement for engineering design and bidding services for the Glen Riddle WWTP Equalization Basin Tank replacement.

PROJECT DESCRIPTION

The plant's Flow EQ tank is corroding from the liquid level up to, and including, the roof of the tank. Several areas have been repaired to date. The vendor making the repairs has expressed concerns with respect to the current condition of the tank and will no longer walk on the roof due to safety concerns. We understand the County is ready to move forward with a tank replacement and would like GMB to provide engineering design and bidding services.

SCOPE OF SERVICES

GMB will provide services detailed as follows:

TASK 001 - DESIGN

- Conduct project kick-off meeting
- Perform facility evaluation
- Coordinate/facilitate pre-design 3rd party tank inspection ¹.
- Conduct two (2) equipment vendor site visits
- Prepare base drawings
- Submit 30% design submittal - Meeting with County
- Submit 90% design submittal - Meeting with County
- Prepare technical specifications
- Prepare bidding documents (Final Reviews, Seal)
- Prepare construction cost estimate
- Complete and submit MDE construction permit application

TASK 002 - BIDDING

- Prepare plans/project manual for bidders
- Conduct pre-bid meeting
- Coordination/RFI's with prospective bidders
- Prepare two (2) addendums
- Prepare award recommendation letter

JAMES H. WILLEY, JR., PE
PETER A. BOZICK, JR., PE
JUDY A. SCHWARTZ, PE
CHARLES M. O'DONNELL, III, PE
W. BRICE FOXWELL, PE
A. REGGIE MARINER, JR., PE
JAMES C. HOAGESON, PE
STEPHEN L. MARSH, PE
DAVID A. VANDEHULLEK, PE
ROLAND E. HOLLAND, PE
JASON M. LYTLE, PE
CHRIS B. DERBYSHIRE, PE
W. MARK GARDOCKY, PE
MORGAN H. HELFRICH, AIA
KATHERINE J. MCALLISTER, PE

JOHN E. BURNSWORTH, PE
MICHAEL G. KOBIN, PE
VINCENT A. LUCIANI, PE
ANDREW J. LYONS, JR., PE
W. NICHOLAS LLOYD
AUTUMN J. WILLIS

1. GMB will subcontract a 3rd party tank inspection services company during design. GMB assumes County staff will bypass and clean the tank prior to inspection.

This agreement may be amended to add additional tasks for construction management and inspection.

SCHEDULE

We can begin work within two (2) weeks of your authorization. Design is estimated to be completed and submitted to MDE within four (4) months. Bidding is estimated to be completed within two (2) months subsequent to the completion of the design and receipt of MDE construction permit.

FEE FORMAT AND ESTIMATED FEE

We propose to bill our services each month on the basis of hours expended related to the scope of services and in accord with the attached "Schedule of Hourly Rates & Expenses" and "General Conditions". GMB will not exceed the Estimated Total Hourly Rate Fee unless there is a change to the scope of services necessitated by field conditions or Owner modifications.

- **TASK 001 DESIGN – Estimated Total Hourly Rate Fee = \$17,500.00**
- **TASK 002 BIDDING – Estimated Total Hourly Rate Fee = \$7,050.00**

Reimbursable expenses will be billed in addition to the hourly rates and are estimated to be approximately:

- **Estimated General Reimbursable Expenses = \$750.00**
- **Estimated Tank Inspection Reimbursable Expenses = \$5,000.00**

Exclusions:

- Operational services
- Construction management services
- Resident project representative services
- Permit fees
- Advertising fees
- Printed plans and specifications for bidders (PDF's only)
- Erosion and Sediment Control

If upon review, this proposal is acceptable, kindly sign and return. Any comments or suggestions to better serve your needs are always welcome.

The opportunity to submit this proposal and be of service to you is greatly appreciated.

Sincerely,



Scott W. Getchell, PO
Project Manager



Chris Derbyshire, P.E.
Vice President / Sr. Project Manager

SWG/CBD/cl

Attachments: Schedule of Hourly Rates & Expenses
General Conditions

ACCEPTED FOR WORCESTER COUNTY DEPARTMENT OF PUBLIC WORKS:

BY: _____

NAME (printed): _____

TITLE: _____

DATE: _____

SCHEDULE OF HOURLY RATES & EXPENSES

HOURLY RATES

Effective January 1, 2018

CLASSIFICATION	HOURLY RATE
Senior Project Director	\$ 175.00 - \$ 200.00
Project Director	\$ 150.00 - \$ 175.00
Senior Project Manager	\$ 125.00 - \$ 150.00
Project Manager	\$ 105.00 - \$ 135.00
Assistant Project Manager	\$ 105.00 - \$ 125.00
Senior Project Engineer/Architect/Landscape Arch	\$ 105.00 - \$ 125.00
Project Engineer/Architect/Landscape Arch	\$ 95.00 - \$ 120.00
Graduate Engineer/Architect/Landscape Arch	\$ 85.00 - \$ 115.00
Senior Designer	\$ 80.00 - \$ 120.00
Designer	\$ 65.00 - \$ 90.00
CADD Operator	\$ 60.00 - \$ 75.00
Construction Representative	\$ 80.00 - \$ 110.00
Resident Project Representative (RPR)	\$ 55.00 - \$ 100.00
Project Coordinator	\$ 65.00 - \$ 90.00
Surveyor	\$ 95.00 - \$ 125.00
Survey Crew Chief	\$ 70.00 - \$ 110.00
Survey Technician	\$ 40.00 - \$ 70.00
Administrative/IT Support	\$ 40.00 - \$ 85.00
GIS Specialist	\$ 60.00 - \$ 85.00
Senior Technician	\$ 50.00 - \$ 90.00
Technician	\$ 30.00 - \$ 50.00

EXPENSES

All items per each, unless noted.

Internal:	
Photocopies:	
Black & White	\$ 0.20
Color	\$ 0.50
Prints/Plots:	
Black & White/Color	\$ 0.50 /s.f.
Mylar	\$ 2.00 /s.f.
Travel:	
Mileage	\$ 0.545/mile*
Subsistence (Meals & Lodging)	At Actual Cost
Overnight/Immediate Delivery	At Actual Cost
Survey Crew Rates	
2 person crew	\$ 130.00/hour
3 person crew	\$ 150.00/hour
Other:	
Electronic Media Copies/Transfers/File	\$ 300.00/file
Website Project File Sharing	\$ 1.00/MB/month
Construction Management Software	\$ 200.00/month
Surveying Equipment/Total Station Only	\$ 35.00 /day
Surveying Equipment/Total Station + GPS Unit	\$ 150.00 /day

* To be adjusted annually on January 1, in accordance with the Internal Revenue Service Directives

GENERAL CONDITIONS (Effective July 1, 2018)

AGREEMENT

The term "Agreement" refers to the undertaking by George, Miles & Buhr, LLC ("GMB") to perform Services described in the attached Proposal and these General Conditions. The Agreement shall become effective upon acceptance by Client of the attached Proposal and General Conditions, which when acknowledged in writing, are authorization to proceed. The Agreement is between Client and GMB, and their respective partners, divisions, affiliates, members, successors and assigns, both of whom promise not to transfer or assign any interest in the Agreement without the other party's written consent. The Agreement supersedes all prior written proposals or negotiations and is conditioned upon Client's acceptance of these General Conditions. No modification of the terms of the Agreement or General Conditions shall be valid unless authorized in writing by both parties. If additional services are required by Client, GMB will provide the services when authorized in writing and documented to do so by Client.

FEES, RETAINER

Any estimate of the fees and expenses that GMB expects to incur in providing Client with services outlined in the attached Proposal is not a maximum or lump sum fee. Client understands and agrees that the final billing may be more or less than the estimate. Fees for services will be adjusted if there are changes to the scope or schedule, as defined in the Proposal including supporting drawings, schedules and exhibits. If GMB does not have an established relationship with the Client, a retainer will be requested approximating the value of services for a minimum of sixty (60) days and will be credited to the final invoice. A Schedule of Hourly Rates & Expenses is attached to and incorporated as part of the Proposal. Unless otherwise noted, all proposals are valid for a period of 90 days from the date of the proposal.

INVOICES

Invoices are due upon receipt. If an invoice is outstanding beyond thirty (30) days of the invoice date, interest will be charged at a rate of one percent (1%) per month and GMB reserves the right to stop providing services and to withdraw all permit applications. Further, if GMB has to refer any delinquent billing to an attorney for collection, Client agrees to pay GMB its reasonable attorney's fees and expenses of collection, to include, without limitation, all litigation related expenses and expert witness fees, plus 25%.

EXPENSES

Client agrees to pay GMB for internal expenses in accord with Schedule of Hourly Rates and Expenses charged for those items that are specific to the project, including, but not limited to, subcontracted consultants, permit fees, reproduction expenses, renderings, models, etc. GMB will invoice external expenses at cost plus 10%.

LIABILITY & CLAIMS

Client agrees to limit GMB's liability related to errors and omissions to an amount not to exceed the total fee for the project or GMB's available professional liability insurance coverage for that year, whichever is less. GMB will not be responsible for any liabilities arising from Client's negligent acts or errors, or from any entity whose conduct is not subject to GMB's control. Client acknowledges the inherent risks associated with construction. GMB will provide services with a standard of care exercised by licensed architects and engineers. At least 30 days prior to making any claim against GMB, Client agrees to provide GMB a Certificate of Merit issued by an architect or engineer, licensed by the state in which the project is located, specifically describing

every error or omission which the issuer believes to be a violation of the standard of care. If Client makes a claim or brings legal action against GMB for any services under this Agreement, and fails to prevail, Client agrees to pay all legal and other expenses incurred by GMB in its defense, including, but not limited to, attorney's fees, court costs, expert witness fees, etc.

INSTRUMENTS OF SERVICE

All work products, including those in electronic form, prepared by GMB and GMB's consultants are Instruments of Service for use solely with respect to this project. The Client shall be permitted to authorize Contractor, Subcontractors and material or equipment suppliers to reproduce applicable portions of the Instruments of Service appropriate to and for use in their execution of the work. Any unauthorized use of the Instruments of Service shall be at the Client's sole risk and without liability to GMB and GMB's consultants. No alterations shall be made to the Instruments of Service by the Client and/or any representative of the Client without the written permission of GMB and GMB's consultants. Copies of electronic media, if requested and approved, will be invoiced to the Client and due upon receipt.

APPROVALS

GMB has no control over governments and their agencies in granting approvals. Therefore, GMB cannot guarantee the timeframe for, or the cost of services incidental to, obtaining approvals from governments or governmental agencies. If the type or level of services as originally defined are revised or changed during our assignment, the fee for our services from that point forward will be subject to negotiation.

TERMINATION/SUSPENSION OF WORK

Client or GMB each may terminate the Agreement with fifteen (15) calendar days written notice; Client agrees to pay for all services provided by GMB up to the date of termination. Project delays and suspension of the project for more than 30 days, may result in additional cost to resume work. Client agrees to pay such costs before work resumes if said delays are attributable to the Client.

CONSTRUCTION SAFETY

Client agrees to require general or subcontractor to indemnify, defend and hold GMB harmless against claims arising from unsafe site conditions.

CONSTRUCTION ESTIMATES

GMB has no control over the cost of labor, materials, equipment and services provided by others or over the contractor's methods of determining prices and does not warrant or guarantee construction estimates.

CONSTRUCTION SCHEDULES

GMB has no control over the means, methods and techniques of construction employed by contractors, the timing of government approvals or the delivery of materials and equipment. The Client agrees that any construction schedule prepared by GMB is approximate and will not be the basis for a claim.

HAZARDOUS MATERIALS

Client agrees to defend, indemnify and hold GMB harmless for any and all liabilities, claims, costs and expenses, including, but not limited to, litigation expenses, attorney's fees, and expert witness fees, which relate in any way to the presence of any hazardous or toxic materials on the project.

GOVERNING LAWS; VENUE

The Agreement shall be interpreted in accordance with the laws of the State of Maryland. The venue for any dispute arising out of the Agreement shall be, at the sole discretion of GMB, the Circuit Court for Wicomico County, Maryland or the federal courts within the State of Maryland.

September 11, 2018

Michael R. Wigley, AIA, LEED® AP
W. Zachary Greuch, P.E.
Michael E. Wheelerton, AIA
Jason P. Loar, P.E.
Ring W. Loranger, P.E.

2 Worcester County Public Works
Water & Wastewater Services
1000 Shore Lane
Berlin, Maryland 21811

ATTN: Mr. John Ross, P.E.
Deputy Public Works Director

RE: Glenn Riddle Equalization Tank Replacement
Worcester County, Maryland
DBF# P0085B18.023

Mr. Ross:

Davis, Bowen & Friedel, Inc., (DBF) is pleased to offer the following proposal for professional engineering services associated with the refurbishment of the Glenn Riddle Equalization Tank. Based on our conversation, the County is looking to perform replace/repair the existing Glenn Riddle Equalization Tank. The existing tank is approximately 15 years old has been repaired on multiple occasions. Due to all of the repairs being above the third panel from the bottom, the County has indicated that they would like to explore replacing the tank from the second panel up. This would allow the existing pipe penetrations and foundation to be utilized further saving time and cost.

Based on our understanding, DBF would provide the following scope of services:

A. DESIGN SERVICES

DBF's services will begin with a project kick off meeting between the County and DBF to review a preliminary projected scope of work. From this meeting, DBF will proceed with the preparation plans to be used for bidding. At a 50% plan completion, DBF will provide a written scope of contractor services, proposed bid form, and 50% plans for review by the County. After addressing all County comments, DBF will proceed with finalizing the bidding documents and submit plans for permits.

B. PERMITTING

The only anticipated permit is the MDE Water/Sewer Construction permit. DBF will provide plans to MDE at 95% complete for review and comment. It is not anticipated any further permits will be required and therefore are not included.

C. BIDDING

DBF will provide assistance bidding the project to the requirements set by the County. DBF will coordinate advertisements, contact contractors, answer requests for information, coordinate and run a pre-bid meeting. After Bid Opening, DBF will evaluate bids for errors, contact references, ensure all required documents are provided by the contractors, and make a recommendation as to the Award of the project.

D. CONSTRUCTION ADMINISTRATION AND INSPECTION

Construction Administration Services will be provided throughout the project construction and will include the following:

- Coordinate between the Owner and Contractor when appropriate.
- Conducting the Pre-Construction Conference and progress meetings for the project on behalf of the Owner including preparation and distribution of meeting minutes.
- Review of submittals by the Contractor on materials proposed for use in the construction project.
- Answer Contractor and Owner questions regarding project materials, equipment, and construction processes.
- Supervision of Resident Project Representative (RPR) monitoring and reporting activities, and distribution of Daily Field Reports generated by the RPR.
- Evaluate and track the construction schedule with notice provided to the Owner as scheduling issues arise.
- Coordinate any necessary quality control on behalf of the Owner as required by the Contract Documents or testing that may be in addition to that already provided by the Contractor.
- Review and distribute results of materials testing that are required
- Confirm that testing has been performed on required portions of the underground utilities and that results conform to project requirements.
- Review Contractor progress payment applications, make recommendations, and submit to the Owner.
- Communication with the Contractor pertaining to conflict resolution and any other issues relevant to construction activity.
- Review and recommendations for Contractor Change Order requests; draft and process same.
- Negotiate with Contractor on behalf of the Owner on any issue affecting such constructed improvements. Technical assistance will be provided by the Project Design Team.
- Schedule and participate in the final inspection of the completed work to result in preparation of a punch-list.
- Verification that punch-list items have been completed and recommendations regarding acceptance to the Owner.
- Schedule, conduct, and report the results of the end-of-warranty inspection of constructed improvements.
- Construction Administration fees are based on 60 day construction period.

Inspection Services

RPR Services will be provided as necessary throughout the project construction and will include the following:

- Part-time inspection of above-ground and accessible improvements to verify compliance with project specifications.

- Inspection of materials provided by the Contractor for use in the construction project.
- Preparation of Field Reports to summarize the Contractor's activities and field conditions.
- Maintain project record of field reports, meeting minutes, and construction correspondence.
- Monitoring any testing activities to confirm compliance with requirements of project specifications.
- Maintain quantity log to document daily production on unit price contracts to facilitate review of contractor payment applications.
- Informing the Engineer as to the progress and quality of work.
- Review changes observed to accommodate field conditions and maintain RPR field as-built set.
- Informing the Contract Administrator of conflicts and formulation of punch-list at conclusion of constructed improvements.

Since the County has their own inspection personnel, DBF would recommend as that inspection services be completed on an as needed basis. DBF has estimated inspection services based on one inspector for twenty (20) four (4) hour days over the 60-day construction period. Estimated inspection hours for construction meetings and final inspection are also included in the estimated fee.

TASK		SUB-TOTAL
<u>DESIGN PHASE</u>		
Design	(LS)	\$9,500
Permitting	(LS)	\$1,800
Bidding	(LS)	\$6,000
	TOTAL	\$17,300
<u>CONSTRUCTION PHASE</u>		
Construction Administration	(LS)	\$10,800
Inspection Services	(HR)	\$10,000
	TOTAL	\$20,800

E. PAYMENT TERMS AND CONDITIONS

Davis, Bowen & Friedel, Inc., proposes to complete the above items as described above for the fees shown in the above table. Billing will be submitted monthly based upon percentage of work completed during the previous month. Additional services along with additional direct or reimbursable expenses beyond the scope as described above will be provided on an hourly and unit price basis when authorized in writing. These services will be invoiced in accordance with the enclosed Schedule of Rates No. 46. Please refer to the attached schedule of rates for other terms and conditions.


Due to the need for a quick response to the issue, DBF will submit plans for permitting within 30 days of obtaining the final signed contract from the County.

Should you find this proposal acceptable please indicate by signing and dating below. Please retain one copy for your records and return one copy to this office. Receipt of a signed proposal constitutes our notice to proceed, unless otherwise specified. This proposal is valid for 30 days.

Proposal: Mr. John Ross, P.E.
Worcester County
September 11, 2018
Page 4

Should you have any questions, comments, concerns, or would like to discuss this further please feel free to give me a call at your convenience. We appreciated the opportunity and look forward to working with you on this project as well as further developing a long and mutually beneficial relationship.

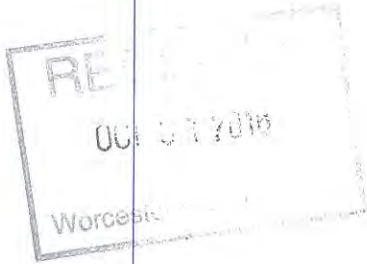
Sincerely,
DAVIS, BOWEN & FRIEDEL, INC.



Aaron K. Goller, P.E.
Project Manager

AKG:akg
N:\PROMOTIONAL\PROPOSALS\2018\000835B\000835B (8.023)\ROSS 091118 AKG.DOC

Accepted By: _____ Date: _____
Worcester County



23

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: October 30, 2018
SUBJECT: Central Landfill, Cell 5, Change Order No. 4, Weather Delays

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

.....
As Cell 5 completion nears, the Contractor has requested an additional 19 non-compensable calendar days be added to their schedule as a result of adverse weather days above and beyond the normal days accounted for within the Construction contract. EA Engineering has reviewed their request and has recommended acceptance as noted in the attached letter.

I would therefore request that the County Commissioners review and approve the request which establishes a new completion date of December 2, 2018.

Should you have any questions in the mean time, please do not hesitate to contact me.

Attachment

cc: Mike Mitchell



EA Engineering, Science,
and Technology, inc., PBC

11200 Racetrack Road Unit 101A
Ocean Pines, MD 21811
Telephone: 410-641-5341
Fax: 410-641-5349
www.eaest.com

October 29, 2018

Mr. John Tustin, P.E.
Director, Worcester County Dept. of Public Works
6113 Timmons Road
Snow Hill, Maryland 21863

Subject: Landfill Cell No. 5 – Change Order No. 4 Weather Days

Dear Mr. Tustin:

As the County is aware the construction of Landfill Cell No. 5 is progressing and near completion. As required by the contract, the Contractor submits a request for weather days on a monthly basis. As the Engineer of Record, EA Engineering, Science and Technology, Inc. PBC (EA) reviewed the request for additional calendar days as compared to the allotted weather days per month. A summary of the requested weather days, allotted and difference is summarized below.

<u>Month</u>	<u>Requested</u>	<u>Allotted</u>	<u>Difference</u>
February	3	6	(3)
March	10	6	4
April	2	7	(5)
May	10	7	3
June	9	6	3
July	8	4	4
August	2	5	(3)
September	8	3	5

The request for the extra calendar days is a result of inclement weather during the applicable month exceeding the monthly allotted weather days identified within the contract documents. Weather days encountered during months not exceeding the allotted amount are not considered for additional contract days. The total 19 calendar days is requested to be added to the contract. EA reviewed the request for additional calendar days to be added to the contract and determined to be reasonable.

We appreciate the opportunity to continue our long history of partnership with Worcester County in this endeavor and intend, throughout the course of this project, to continue to act as a valuable and reliable extension of your staff. Please contact me at 410-641-5341 should you have any questions.

Respectfully yours,
EA ENGINEERING, SCIENCE, AND TECHNOLOGY, INC.

Darl Kolar, P.E., BCEE
Project Manager

Cc: Sam Davis, P.E. EA Engineering

Change Order

No. 4

Date of Issuance: 10/30/2018

Effective Date: 10/30/2018

Project: Central Landfill – Cell 5 Construction	Owner: Worcester County Commissioners	Owner's Contract No.:
Contract:		Date of Contract: October 5, 2017
Contractor: Allan Myers		Engineer's Project No.: 1060940

The Contract Documents are modified as follows upon execution of this Change Order:

Description:

Additional weather days as follows: March – 4, May – 3, June – 3, July – 4, September – 5;

Total Additional Days = 19

Attachments (list documents supporting change):

CHANGE IN CONTRACT PRICE:

CHANGE IN CONTRACT TIMES:

Original Contract Price:

\$ 11,727,770.00

Increase from previously approved Change Orders No. 1 to No. 3 :

\$ -193,062.68

Contract Price prior to this Change Order:

\$11,534,714.32

Increase of this Change Order:

\$ 0

Contract Price incorporating this Change Order:

\$ 11,534,714.32

Original Contract Times: Working days Calendar days

Substantial completion (days or date): 365

Ready for final payment (days or date): 365

Increase from previously approved Change Orders No. 1 to No. 3 :

Substantial completion (days): 14

Ready for final payment (days): 14

Contract Times prior to this Change Order:

Substantial completion (days or date): 379

Ready for final payment (days or date): 379

Increase of this Change Order:

Substantial completion (days or date): 19

Ready for final payment (days or date): 19

Contract Times with all approved Change Orders:

Substantial completion (days or date): 398

Ready for final payment (days or date): 398

RECOMMENDED

By: [Signature]
Engineer (Authorized Signature)

Date: 10-30-18

Approved by Funding Agency (if applicable):

ACCEPTED:

By: _____
Owner (Authorized Signature)

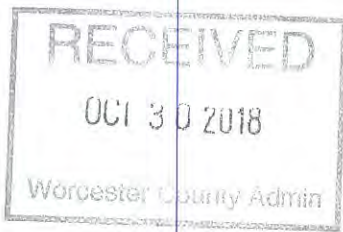
Date: _____

ACCEPTED:

By: [Signature]
Contractor (Authorized Signature)

Date: 10-30-18

Date: _____



24

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: October 29, 2018
SUBJECT: Cobalt Evaluation at the Central Landfill Facility

.....

During the spring of 2018 ground water sampling and analysis event at the Central Landfill, levels of Cobalt were detected at statistically significant levels above the groundwater protection standards. As a result, and in accordance with 40 CFR, part 258.55(g), further characterization of the exceedence is required. I have requested the attached proposal from EA Engineering to perform this work. Their estimated cost is \$14,705.90.

Task 1 will be a desk top and research effort to review the historical groundwater data to evaluate the anticipated mobility of Cobalt in groundwater at the site, modeling of the data and generation of a report summarizing the findings.

Task 2, if necessary, will involve the collection of 5 soils samples, then analyzed for Cobalt and the results used to further support the report prepared in Task 1, resulting in a final submission to MDE for their review .

This work effort must be accomplished as required by our approved Central Landfill Facility Groundwater and Surface Water Monitoring Plan and the requirements put forth by MDE.

Should you have any questions in the mean time, please do not hesitate to contact me.

cc: Mike Mitchell

DIVISIONS

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

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

SOLID WASTE
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FLEET MANAGEMENT
TEL: 410-632-5675
FAX: 410-632-1753

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



EA Engineering, Science,
and Technology, Inc., PBC

RECEIVED
9/26/18

225 Schilling Circle, Suite 400
Hunt Valley, MD 21031
Telephone: 410-584-7000
Fax: 410-771-1625
www.eaest.com

September 24, 2018
Proposal No. 0790070I

Mr. John Tustin, P.E., Director
Worcester County Department of Public Works
6113 Timmons Road
Snow Hill, Maryland 21863

Re: Proposal for Cobalt Evaluation at the Central Landfill Facility

Dear Mr. Tustin:

EA Engineering, Science, and Technology, Inc., PBC (EA) is pleased to submit this proposal to the Worcester County Department of Public Works to assist Worcester County (the County) with an evaluation of the source of cobalt in groundwater at the Central Landfill Facility (CLF) located in Worcester County. The work described under this proposal will be performed in accordance with the same terms and conditions as our previous work with Worcester County.

In accordance with the Central Landfill Facility Groundwater and Surface Water Monitoring Plan (GW&SWMP) revised December 2017 and 40 CFR Part 258.55(g), EA provided notification to MDE that cobalt was detected at statistically significant levels above the groundwater protection standards during the Spring 2018 sampling event. As a result and in accordance with 40 CFR Part 258.55(g), further characterization of the exceedance is required. The following scope of services are proposed to further characterize the exceedance.

The scope of services include a desktop evaluation regarding the source of cobalt in groundwater (Task 1), as well as an as needed task (Task 2) to perform soil sampling and analysis to supplement the evaluation as described in Attachment A.

On behalf of Worcester County, EA will utilize the analytical laboratory services of Microbac Laboratories, to perform the analytical analyses, if required. This laboratory is very cost-effective to the County and EA has developed a strong working relationship with them. EA has utilized this laboratory for groundwater analysis at Worcester recently for the closed landfill groundwater program.

Enclosed for your consideration is the time and materials cost for these services of \$14,705.90 and is presented in a detailed breakdown in Attachment B.

The services proposed herein are a natural extension of EA's previous involvement with the Central Landfill Facility and Worcester County. We wish to thank you for this opportunity to help you meet your solid waste objectives, and continue to look forward to working and supporting you on this project.



Mr. John Tustin, P.E., Director – Worcester County DPW
September 24, 2018, Page 2 of 2

It is our sincere desire to continue to be of service at this and other facilities in Worcester County. If you have any questions, do not hesitate to give me a call at (410)-329-5133.

Sincerely,

EA Engineering, Science, and Technology, Inc.

A handwritten signature in cursive script, appearing to read 'Geoffrey A. Tizard, II'.

Geoffrey A. Tizard, II, P.E.
Senior Project Manager

Enclosures

cc: D. Kolar, P.E. (EA)

L. Oakes, P.E. (EA)

ATTACHMENT A

Scope of Services Worcester County Central Landfill Facility Cobalt Evaluation

In accordance with the Central Landfill Facility Groundwater and Surface Water Monitoring Plan (GW&SWMP) revised December 2017 and 40 CFR Part 258.55(g), EA provided notification to MDE that cobalt was detected at statistically significant levels above the groundwater protection standards during the Spring 2018 sampling event. As a result and in accordance with 40 CFR Part 258.55(g), further characterization of the exceedance is required. The following scope of services are proposed to further characterize the exceedance.

Task 1 – Cobalt Desktop Evaluation

EA will perform a desktop analysis which evaluates historical groundwater data and evaluates the anticipated mobility of cobalt in groundwater at the site. It is anticipated that this will be completed utilizing a model that evaluates equilibrium and the potential for cobalt in soil to be detected in the groundwater at the site. Additionally, a literature review will be performed regarding the typical background soil and groundwater concentration of cobalt in the vicinity of the site. A brief report will be prepared summarizing the findings. In the event that data is not available for typical background concentrations or if the modeling lends to collecting and analyzing samples, Task 2 will be performed.

Task 2 – Field Sampling and Analysis

If additional data is required, EA will collect up to 5 soil samples utilizing a hand auger to an anticipated depth of up to 5 feet. The samples would then be analyzed for cobalt utilizing EPA Method 6010 and TCLP Extraction methods by Microbac Laboratories, Inc. in Baltimore. The results would then be used to further support the report prepared in Task 1. The final report would be submitted to the County and then MDE for further review and/or documentation.

Attachment B
Worcester County Central Landfill Facility
Cobalt Evaluation

Total Tasks 1 and 2

EA Labor	Hours	Rate	Effort
Senior Technical Review	2.5	\$170.00	\$425.00
Project Manager	4	\$226.00	\$904.00
Senior Civil Engineer	12	\$146.00	\$1,752.00
Senior Geologist	44	\$142.00	\$6,248.00
Geologist	20	\$72.00	\$1,440.00
Senior Scientist	0	\$143.00	\$0.00
Mid Level Engineer	14	\$120.00	\$1,680.00
Staff Engineer	0	\$83.00	\$0.00
Engineering Technician	0	\$84.00	\$0.00
CADD	4	\$78.00	\$312.00
Clerical	0	\$62.00	\$0.00
Word Processing	0	\$125.00	\$0.00
Total Personnel Effort	100.5		\$12,761.00
 Other Direct Costs			
Office Equipment (Fax, telephone, etc.)			\$150.00
Copies	0 pages	\$0.20	\$0.00
Color Copies	0 pages	\$1.64	\$0.00
Report Preparation	0 inches	\$24.92	\$0.00
Shipping	2 ea	\$200.00	\$400.00
Auto	0 days	\$67.59	\$0.00
Auto mileage	0 miles	\$0.26	\$0.00
Truck	2 days	\$120.00	\$240.00
Truck Mileage	320 miles	\$0.42	\$134.40
Generator	0 days	\$82.68	\$0.00
CADD	0 hours	\$15.00	\$0.00
2" Submersible Pump	0 days	\$42.16	\$0.00
Water Quality Meter	0 days	\$159.00	\$0.00
Water Level Indicator	0 days	\$31.80	\$0.00
Supplies	4 ls	\$200.00	\$800.00
Total Other Direct Costs			\$1,724.40
 Analytical			
Soil Analysis - Cobalt	5 each	\$6.00	\$30.00
TCLP - Cobalt	5 each	\$36.00	\$180.00
Subtotal Analytical			\$210.00
Mark-up on Analytical @ 5%			\$10.50
Total Analytical			\$220.50
		TOTAL TASK	\$14,705.90

Attachment B
Worcester County Central Landfill Facility
Cobalt Evaluation

Task 1: Cobalt Desktop Evaluation

EA Labor	Hours	Rate	Effort
Senior Technical Review	1	\$170.00	\$170.00
Project Manager	2	\$226.00	\$452.00
Senior Civil Engineer	0	\$146.00	\$0.00
Senior Geologist	32	\$142.00	\$4,544.00
Geologist	0	\$72.00	\$0.00
Senior Scientist	0	\$143.00	\$0.00
Mid Level Engineer	8	\$120.00	\$960.00
Staff Engineer	0	\$83.00	\$0.00
Engineering Technician	0	\$84.00	\$0.00
CADD	2	\$78.00	\$156.00
Clerical	0	\$62.00	\$0.00
Word Processing	0	\$125.00	\$0.00
Total Personnel Effort	45		\$6,282.00

Other Direct Costs

Office Equipment (Fax, telephone, etc.)			\$50.00
Copies	0 pages	\$0.20	\$0.00
Color Copies	0 pages	\$1.64	\$0.00
Report Preparation	0 inches	\$24.92	\$0.00
Shipping	1 ea	\$200.00	\$200.00
Auto	0 days	\$67.59	\$0.00
Auto mileage	0 miles	\$0.26	\$0.00
Truck	1 days	\$120.00	\$120.00
Truck Mileage	320 miles	\$0.42	\$134.40
Generator	0 days	\$82.68	\$0.00
CADD	0 hours	\$15.00	\$0.00
2" Submersible Pump	0 days	\$42.16	\$0.00
Hydrolab	0 days	\$159.00	\$0.00
Water Level Indicator	0 days	\$31.80	\$0.00
Supplies	2 ls	\$200.00	\$400.00
Total Other Direct Costs			\$904.40

TOTAL TASK **\$7,186.40**

Attachment B
Worcester County Central Landfill Facility
Cobalt Evaluation

Task 2: Field Sampling and Analysis

EA Labor	Hours	Rate	Effort	
Senior Technical Review	1.5	\$170.00	\$255.00	
Project Manager	2	\$226.00	\$452.00	
Senior Civil Engineer	0	\$146.00	\$0.00	
Senior Geologist	12	\$142.00	\$1,704.00	
Geologist	20	\$72.00	\$1,440.00	
Senior Scientist	0	\$143.00	\$0.00	
Mid Level Engineer	6	\$120.00	\$720.00	
Staff Engineer	0	\$83.00	\$0.00	
Engineering Technician	0	\$84.00	\$0.00	
CADD	2	\$78.00	\$156.00	
Clerical	0	\$62.00	\$0.00	
Word Processing	0	\$125.00	\$0.00	
Total Personnel Effort	43.5			\$4,727.00
Other Direct Costs				
Office Equipment (Fax, telephone, etc.)			\$100.00	
Copies	0 pages	\$0.20	\$0.00	
Color Copies	0 pages	\$1.64	\$0.00	
Report Preparation	0 inches	\$24.92	\$0.00	
Shipping	1 each	\$200.00	\$200.00	
Auto	0 days	\$67.59	\$0.00	
Auto mileage	0 miles	\$0.26	\$0.00	
Truck	1 days	\$120.00	\$120.00	
Truck Mileage	320 miles	\$0.42	\$134.40	
Generator	0 days	\$82.68	\$0.00	
CADD	0 hours	\$15.00	\$0.00	
2" Submersible Pump	0 days	\$42.16	\$0.00	
Hydrolab	0 days	\$159.00	\$0.00	
Water Level Indicator	0 days	\$31.80	\$0.00	
Supplies	2 ls	\$200.00	\$400.00	
Total Other Direct Costs				\$954.40
Analytical				
Soil Analysis - Cobalt	5 each	\$6.00	\$30.00	
TCLP - Cobalt	5 each	\$36.00	\$180.00	
Subtotal Analytical			\$210.00	
Mark-up on Analytical @ 5%			\$10.50	
Total Analytical				\$220.50
		TOTAL TASK		\$5,901.90

Attachment B
Worcester County Central Landfill Facility
Groundwater Monitoring and Statistical Analysis
0

Task 1: Cobalt Desktop Evaluation

	Senior Technical Reviewer	Project Manager	Senior Geologist	Mid Level Engineer	Engineering Technician	CADD	Geologist
Literature Review	0	0	8	4	0	0	0
Model/Report Preparation	1	2	24	4	0	2	0
Total - Task 1	1	2	32	8	0	2	0

Task 2: Field Sampling and Analysis

	Senior Technical Reviewer	Project Manager	Senior Geologist	Mid Level Engineer	Engineering Technician	CADD	Geologist
Sampling Plan	0.5	0	4	1	0	2	2
Field Effort	0	0	0	1	0	0	16
Findings/Report Preparation	1	2	8	4	0	0	2
Total - Task 2	1.5	2	12	6	0	2	20

CONSULTING SERVICES CONTRACT

Contract # _____

Date: _____

EA as used herein means EA Engineering, Science, and Technology, Inc., PBC

Client as used herein means the other party to this contract.

WHEREAS, EA provides an extensive range of integrated and comprehensive consulting, engineering, scientific, and analytical services; and

WHEREAS, Client desires to utilize EA's services.

NOW, THEREFORE, for good and valuable consideration, EA agrees to provide the professional services described herein, and Client agrees to accept and pay for such services, all in accordance with the following terms and conditions:

1. **Definitions** The following terms shall have the meanings set forth below whenever they are used in this Agreement:
 - a) "Scope of Work" (SOW) shall mean the description of the services to be provided by EA as mutually agreed upon by EA and Client, and will be performed on either a firm fixed price (FFP) or time and materials (T&M) basis. The SOW and the Price will be set out in the attached Exhibit "A"(s) (or EA's Proposal) as described below, incorporated by reference into this Agreement.
 - b) "Documentation" shall mean deliverable documentation as described in the SOW.
 - c) "Equipment" shall mean all indoor and outdoor equipment used by EA at Client sites for the purpose of providing services as described in the SOW.
 - d) "Proprietary Information" shall mean all data, information, manuals, materials, trade secrets, patents, products, processes, plans, whether in written, graphic or oral form, and similar proprietary know-how of EA.
2. **Ordering** EA services sought by the Client shall be ordered as follows:
 - a) In response to either a written or verbal request from Client, EA will prepare a written proposal that shall minimally contain a SOW, cost and form of compensation (FFP or T&M).
 - b) Each EA Proposal shall be dated and sequentially numbered as Exhibit A1, A2, A3, etc. and reference this EA Consulting Service Agreement contract number.
 - c) If acceptable, the Client will sign and date the EA proposal acknowledging acceptance of the costs of the services to be rendered by EA
3. **Compensation / Billing** EA's invoices will be issued at least monthly and are payable upon receipt. Invoices shall reference the appropriate EA Proposal

Letter or Exhibit A numbers. Balances thirty (30) days past due are subject to interest at 1.5% per month. EA may suspend services under any Client Agreement until all past due accounts have been paid.

The SOW is often not fully definable prior to the execution of this Agreement as investigation may uncover additional facts and information requiring an alteration in the SOW and/or the Price for the services. For services on a time and materials basis, the proposed fees are EA's best estimate of the charges required to complete the SOW. EA will inform Client of any material changes to either the SOW or the Price that may be required and which may alter the terms of this Agreement.

Costs and schedule commitments are subject to renegotiation for unreasonable delays caused by Client's failure to provide free access to sampling areas, specified facilities, or information, or for delays caused by unpredictable occurrences, or force majeure, such as fires, floods, strikes, riots, unavailability of labor or materials or services, acts of God or of the public enemy, or acts or regulations of any governmental agency. Temporary work stoppage caused by any of the above may result in additional cost beyond that outlined in this Agreement.

In the event EA is required to respond to a subpoena, government inquiry or other legal process related to the services in connection with a proceeding to which it is not a party, Client shall reimburse EA for its costs and compensate EA at its then standard rates for the time spent gathering information and documents. Client agrees to compensate EA at the rate of one and one-half times EA's then current hourly rates for time spent in any deposition, hearing, proceeding or trial.

For services provided on a time-and-materials basis, the minimum time segment is four (4) hours for field work and one (1) hour for office work. The rental or use of EA's Equipment will be charged to the project in accordance with EA's "Corporate Equipment Rate Billing Schedule" which is either incorporated into the rates shown in Exhibit B, or is available upon Client's request. Equipment rates are subject to annual adjustment each September. EA's labor rates for services provided on a time-and-materials basis are fixed for one year with annual adjustment upon notice to Client.

Expenses related to the services and reimbursable by Client ("Other Direct Costs") include without limitation, travel and living expenses, phone, FAX, overnight delivery services, postage, shipping, and production costs; identifiable drafting and word processing supplies; equipment usage and rental fees; and expendable materials and supplies. Other Direct Costs are reimbursable by Client and are billed at EA's cost plus 20 percent.

Contract # _____

Date: _____

Subconsultant and/or subcontractor costs are reimbursable by Client and are billed at EA's cost plus 20%. Where applicable, any local or state taxes or fees (except state income taxes) are in addition to any quoted price/cost.

4. **Termination** This Agreement may be terminated by either party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party. Such termination is effected upon providing: (1) not less than thirty (30) calendar days written notice, and
- (2) an opportunity for consultation with the terminating party prior to termination. Client will be responsible for all services and direct expenses associated with the project through the effective date of cancellation, plus reasonable fee(s) and/or expenses for reallocation and demobilization of personnel and equipment.

5. **Confidential Information / Inventions** All Proprietary Information furnished by EA in connection with this Agreement, but not developed as a result of work under this Agreement or under prior agreements between Client and EA, shall be held confidential by Client, and returned to EA within thirty (30) days of the completion of the services or conclusion of the litigation wherein EA's services were provided.

All inventions, techniques, and improvements held by EA to be proprietary or trade secrets of EA prior to any use on behalf of Client, as well as all inventions, techniques, and improvements developed by EA independent of the services rendered to Client under this Agreement, remain the property of EA. Documents provided by Client will remain the Client's property, but EA may retain one confidential file copy.

6. **Standard of Care** EA will prepare all work and provide services in accordance with generally accepted professional practices ordinarily exercised by reputable companies performing the same or similar services in the same geographic area. NO WARRANTIES OR GUARANTIES, EXPRESS OR IMPLIED, ARE MADE WITH RESPECT TO ANY GOODS OR SERVICES PROVIDED UNDER THIS AGREEMENT, AND ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED.

Client shall furnish documents and information reasonably within Client's control and deemed necessary by EA for proper performance of its services. EA may rely upon Client-provided documents and information in performing the services required under this Agreement and EA assumes no responsibility or liability for their accuracy.

Client agrees to advise EA, no later than upon the execution of this Agreement, of any hazardous substance or any condition, known or that reasonably should be known by Client, existing in, on, or near the

site where EA's services are to be performed, that presents a potential danger to human health, the environment, or EA's equipment. Client agrees to a continuing obligation to provide EA related information as it becomes available to the Client. By virtue of entering into this Agreement or providing services hereunder, EA does not assume control of, or responsibility as an operator, waste generator or otherwise for the site or the person(s) in charge of the site, or undertake responsibility for reporting to any federal, state or local public agencies any conditions at the site that may present a potential danger to public health, safety or the environment. Client agrees to notify the appropriate federal, state or local public agencies as required by law; or otherwise to disclose, in a timely manner, any information that may be necessary to prevent damage to human health, safety, or the environment.

Upon Client's request, EA's work product may be provided on magnetic media. By such request, Client agrees that the written copy retained by EA in its files shall be the official base document. The Client will retain one conformed written copy. EA makes no warranty or representation to Client that the magnetic copy is accurate or complete. Any modifications of such magnetic copy by Client shall be at Client's sole risk and without liability to EA. Such magnetic copy is subject to all conditions of this Agreement.

7. **Indemnification** Each party shall indemnify, defend and hold harmless the other party from and against all liability, loss, cost, expense, or damage caused by the indemnifying party's negligent acts or negligent omissions in the performance of this contract. However in the event of any loss, damage or liability, whether to person or to property, arising out of the sole negligence of either EA or Client, such party will assume full responsibility for any liability arising thereof and hold harmless the other party. EA and Client further agree that if either EA or Client engages in willful misconduct, such party shall assume full responsibility for any liability arising thereof irrespective of the nature and degree of the other party's negligence, and will indemnify and hold harmless the other party. In no event shall EA be liable for any special, incidental, economic, or consequential damages whatsoever, regardless of the legal theory under which such damages may be incurred. In no event will EA's liability under this provision or Agreement exceed the lesser of the fees actually paid to EA under this Agreement or \$50,000.

For claims related to or involving pollution, toxic substances or hazardous wastes or for any other claims arising from underground hidden or undisclosed hazards, Client agrees to release, defend, indemnify and hold harmless EA and its officers, directors, employees, agents, consultants, and subcontractors from all claims, damages, losses, and expenses, including, but not limited to, reasonable fees and expenses of attorneys and



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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
DATE: October 23, 2018
RE: Request for Nuisance Abatement - 5492 and 5496 Stockton Road -
Tax Map 86, Parcel 134

The purpose of this memo is to request the County Commissioners' assistance in the abatement of nuisance conditions on the above referenced property. The Department received and investigated a complaint relative to the condition of the two structures on the property and the overgrowth of vegetation. The property contains two separate structures. The structure at 5492 Stockton Road previously served as the parsonage of the former church located on the same property, at 5496 Stockton Road. Both structures have significant problems with their roofs, as evidenced by the attached pictures, and the entire property, including the cemetery, is overgrown.

Building Inspector Seth Nelson contacted the property owner, Grace Tabernacle of Deliverance Church, Inc. and spoke to the representatives, Donald and Lucy Redden of Laurel, Delaware. As indicated by the attached email from Mrs. Redden, her husband served as the church's pastor and has been very ill. She stated that because of both their poor health and their age, they do not have the financial means to do anything with the property. They have also been unsuccessful in selling the property.

While pursuant to § PH 1-101(a)(1)B the Department could pursue the overgrowth of the vegetation without the County Commissioners' assistance at this time, I recommend that it instead be made part of the overall abatement should the County Commissioners find the structures to be ramshackled or decayed and beyond reasonable hope of rehabilitation or restoration pursuant to § PH 1-101(a)(11).

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

Attachment

cc: Seth Nelson, Building Inspector

Real Property Data Search

Search Result for WORCESTER COUNTY

[View Map](#) [View GroundRent Redemption](#) [View GroundRent Registration](#)

**** DELETED ****

Tax Exempt: **Special Tax Recapture:**

Exempt Class: NONE

Account Identifier: **District - 08 Account Number - 009732**

Owner Information

Owner Name: GRACE TABERNACLE OF DELIVERANCE CHURCH INC **Use:** EXEMPT
Principal Residence: NO

Mailing Address: 301 W 8TH ST **Deed Reference:** /04391/ 00499
 LAUREL DE 19956-1313

Location & Structure Information

Premises Address: 5492 STOCKTON RD **Legal Description:** LOT
 STOCKTON 21864-0000 PARSONAGE
 POCOMOKE RD
 STOCKTON

Map:	Grid:	Parcel:	Sub District:	Subdivision:	Section:	Block:	Lot:	Assessment Year:	Plat No:
0086	0020	0134		0000				2017	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
1940	1,284 SF		17,424 SF	

Stories	Basement	Type	Exterior	Full/Half Bath	Garage	Last Major Renovation
2	NO	STANDARD UNIT	ASBESTOS SHINGLE	1 full		

Value Information

	Base Value	Phase-in Assessments		
		Value As of 01/01/2017	As of 07/01/2018	As of 07/01/2019
Land:	30,300	26,300		
Improvements	9,100	8,600		
Total:	39,400	34,900	34,900	34,900
Preferential Land:	0			0

Transfer Information

Seller: ST PAULS M E CHURCH **Date:** 03/31/2005 **Price:** \$800

Type: ARMS LENGTH MULTIPLE **Deed1:** SVH /04391/ 00499 **Deed2:**

Seller: **Date:** **Price:**

Type: **Deed1:** **Deed2:**

Seller: **Date:** **Price:**

Type: **Deed1:** **Deed2:**

Exemption Information

Partial Exempt Assessments: **Class** 07/01/2018 07/01/2019

Real Property Data Search

Search Result for WORCESTER COUNTY

View Map		View GroundRent Redemption		View GroundRent Registration					
Tax Exempt:		Special Tax Recapture:							
Exempt Class:		NONE							
Account Identifier:		District - 08 Account Number - 005184							
Owner Information									
Owner Name:		GRACE TABERNACLE OF DELIVERANCE CHURCH INC		Use: EXEMPT COMMERCIAL					
Mailing Address:		301 W 8TH ST LAUREL DE 19956-1313		Principal Residence: NO					
				Deed Reference: /04391/ 00499					
Location & Structure Information									
Premises Address:		5496 STOCKTON RD STOCKTON 21864-0000		Legal Description: LOT/CHURCH/CEMETERY ETC POCOMOKE RD STOCKTON					
Map:	Grid:	Parcel:	Sub District:	Subdivision:	Section:	Block:	Lot:	Assessment Year:	Plat No:
0086	0020	0134		0000				2017	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	3,173 SF		25,330 SF						
Stories	Basement	Type	Exterior	Full/Half Bath	Garage	Last Major Renovation			
		CHURCH		1 full					
Value Information									
		Base Value	Value	Phase-in Assessments					
			As of	As of	As of				
			01/01/2017	07/01/2018	07/01/2019				
Land:		52,200	50,600						
Improvements		54,800	107,100						
Total:		107,000	157,700	140,800	157,700				
Preferential Land:		0			0				
Transfer Information									
Seller: ST PAULS M E CHURCH		Date: 03/31/2005		Price: \$800					
Type: ARMS LENGTH MULTIPLE		Deed1: SVH /04391/ 00499		Deed2:					
Seller:		Date:		Price:					
Type:		Deed1:		Deed2:					
Seller:		Date:		Price:					
Type:		Deed1:		Deed2:					
Exemption Information									
Partial Exempt Assessments:	Class	07/01/2018		07/01/2019					
County:	700	140,800.00		157,700.00					
State:	700	140,800.00		157,700.00					

-----Original Message-----

From: Lucy Redden [<mailto:gtcopastor@aol.com>]

Sent: Thursday, September 13, 2018 12:45 PM

To: Seth Nelson

Subject: Complaint 067-2018. 5496 Stockton Rd Laurel De.

Dear Mr. Nelson:

This is in response to a letter we received from u concerning the above property. Also in response to phone our conversation on this morning. First we would like to strongly apologize for the condition of that property and the negligence is purely not intentional.

In October of 2016 my husband , Donald Redden , the Pastor, was diagnosed with cancer in the 4th stage. He had been suffering body illnesses before then and it turned to be cancer. This disease and treatments has taken a toll on him and he very limited in what he can do. He has had two surgeries and multiple treatments.

Sir, There is no congregation there to help us to do anything with the property and there no money to fix it up. we have no one to help us with it.

At this time our personal home is in jeopardy because our financial income has decreased so that we have gotten behind in our mortgage . We are even seeking state mortgage relief right now in hopes of saving our home.

We would love to sell it to someone(at a very small price) who can and will improve it and we have been talking with people that have shown an interest in buying. That is only because with our age , our health and lack of of enough income , we lack the resources to do it.

Again we apologize for the condition of the property. We are very sorry.

Sincerely,

Donald & Lucy Redden

Grace Tabernacle of Deliverance

Tax Map No 86, Parcel No.34

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;¹ 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.

5496 Stockton Road—Account ID No. 24-08— 005184

Tax Map 86, Parcel 134

Pictures taken in October 2018



5492 Stockton Road—Account ID No. 24-08— 005184

Tax Map 86, Parcel 134

Picture taken in October 2018



5492 Stockton Road—Account ID No. 24-08— 005184

Tax Map 86, Parcel 134

Picture taken in October 2018



West View from Stockton Road



Rear View from Saint Pauls Road



5492 Stockton Road—Account ID No. 24-08— 005184

Tax Map 86, Parcel 134

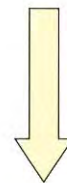
Picture taken in October 2018



East View from Stockton Road



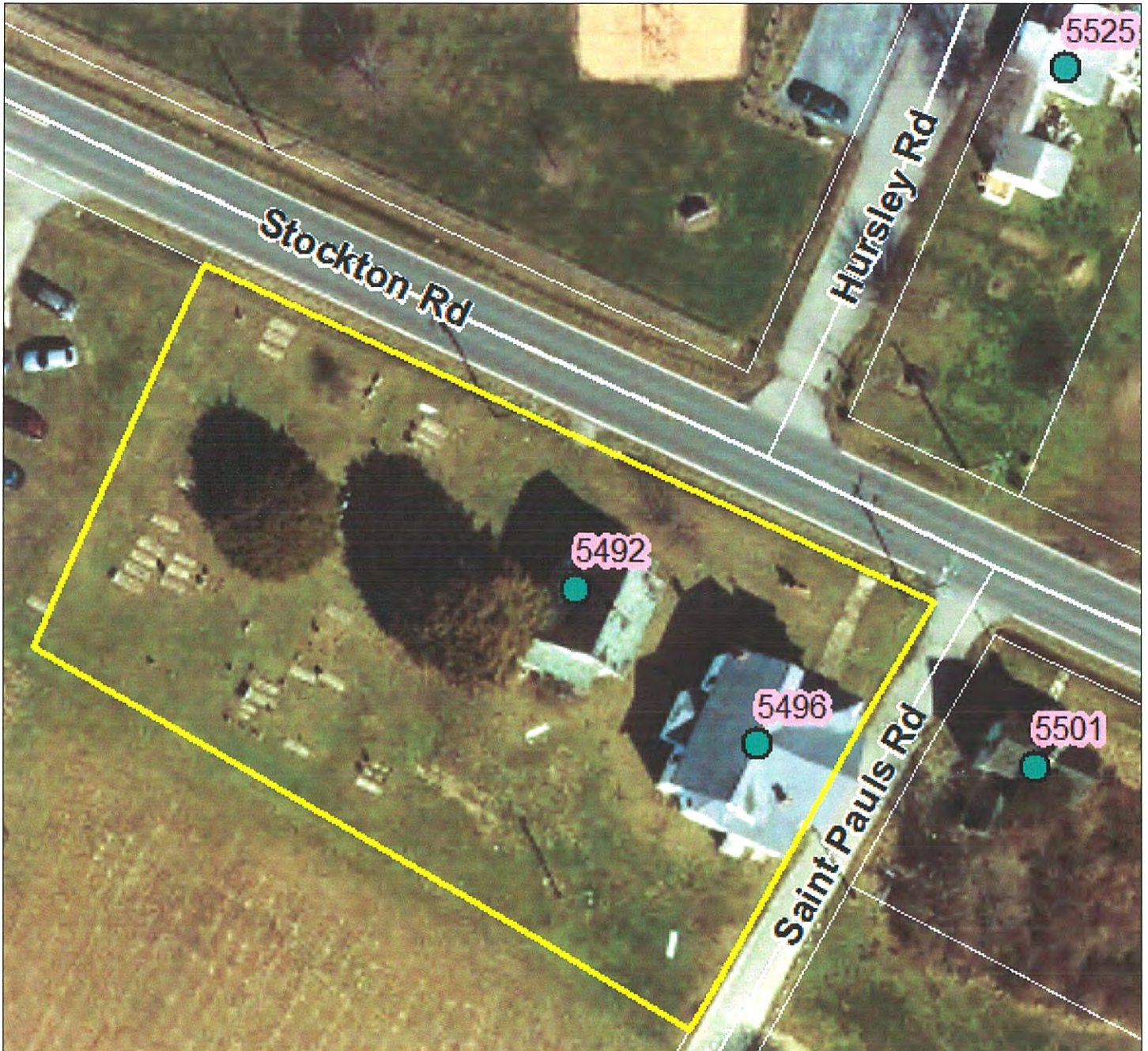
View of Cemetery



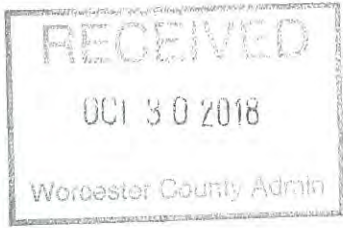
5492 and 5496 Stockton Road—Account ID No. 24-08– 0005184

Tax Map 86, Parcel 134

Picture taken in March 2016



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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

MEMORANDUM

ZONING DIVISION
BUILDING DIVISION
DATA RESEARCH DIVISION

ADMINISTRATIVE DIVISION
CUSTOMER SERVICE DIVISION
TECHNICAL SERVICE DIVISION

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

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		As of		As of	
				01/01/2016		07/01/2018		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					

2

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.

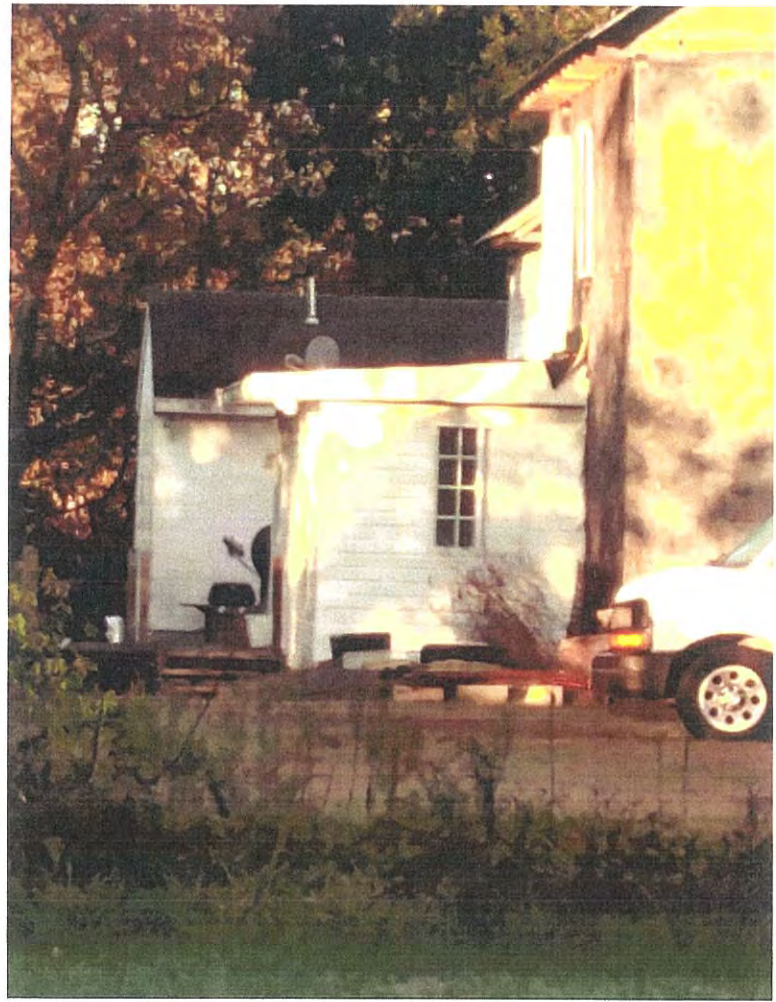
CERTIFICATE OF INSPECTION — The written approval from the Worcester County Health Department, Department of Health and Mental Hygiene of the State of Maryland or their designated representative that the tattooing establishment has been inspected and meets all the requirements of this section relating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

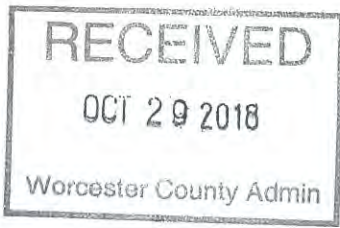
EMPLOYEE — Any person over eighteen years of age, other than an operator, who renders any service in connection with the operation of a tattoo establishment and receives compensation from the operator of the business or its patrons.

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.







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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

Proposed Public Hearing on December 18, 2018

MEMORANDUM

TO: Harold L. Higgins, Chief Administrative Officer
FROM: Edward A. Tudor, Director
DATE: October 25, 2018
RE: Proposed Sectional Rezoning - MD Route 589/McAllister Road/Griffin Road Neighborhood

As you are aware, at their meeting of April 3, 2018 the Worcester County Commissioners reviewed and approved the recommendation of the Worcester County Planning Commission to initiate a sectional rezoning of the properties located to the west of MD Route 589 (Racetrack Road) and north of Grays Corner Road which are currently zoned E-1 Estate District and A-1 Agricultural District.

Before discussing the Planning Commission's recommendation it is important that some zoning and land use history with regard to this area be given in order to gain perspective into past development patterns in the area. In 1978 the majority of the zoning districts from MD Route 376 to South Point were R-1 Rural Residential District, R-1A Rural Residential District, R-3 Multi-Family Residential District, B-2 General Business District, and A-1 Agricultural District.

Residential District. In adopting the 2009 comprehensive rezoning, however, the County Commissioners chose to retain the existing E-1 Estate District zoning in the area, even though the 2006 Comprehensive Plan called for the elimination of that zoning district.

Relative to the current consideration of a sectional rezoning of the area from E-1 Estate District and A-1 Agricultural District to a different zoning classification, the Planning Commission found that the area is primarily single-family residential in nature and is in fact a long-established residential neighborhood. While there are a few uses which are not purely residential in nature, those uses are allowed either under prior district regulations or by special exception. These existing uses are not ones that would require a commercial classification. However, giving the area a commercial zoning classification would make the residences in the area non-conforming uses and thus create significant difficulties that must be surmounted for any expansion or replacement of such homes. Additionally, the Planning Commission concludes that McAllister Road, Griffin Road, and Grays Corner Road, those roadways most directly serving the subject properties, are not of adequate width to handle the capacity typically generated by commercial uses, particularly truck traffic. Furthermore, the Planning Commission finds that the adequacy of MD Route 589 to handle the additional traffic generated by commercial zoning and use of the area under consideration is questionable because no traffic study to assess the matter has been performed. Public water and sewer is not available in the area at present nor anticipated in the foreseeable future. Therefore, onsite wastewater and disposal would be required and would most likely limit the feasibility of commercial use of the area. The Planning Commission concludes that there is a significant amount of commercial zoning in the vicinity at present, with C-2 General Commercial District zoning found to the north of Gum Point Road and on the northerly side of the junction of US Route 50 and MD Route 589. The southerly side of US Route 50 is zoned C-3 Highway Commercial District, the most intense commercial zoning classification the County has. Mark S. Cropper, the attorney representing the five property owners that filed the original applications that triggered this consideration of a sectional rezoning, suggested that a C-1 Neighborhood Commercial District could be an alternative to a C-2 General Commercial District classification for those particular properties. However, the Planning Commission finds that the C-1 Neighborhood Commercial District is exactly that, a district intended to provide for convenient commercial areas strategically based to serve the day-to-day shopping and service needs of the local neighborhood and designed to serve populations of 1000 or more within an approximate five to ten minute travel time. With the prevalence of C-2 General Commercial District and C-3 Highway Commercial District zoning already in the area, the Planning Commission determined that there is no need for either a neighborhood commercial zoning or a general commercial zoning in the area under consideration, in such close proximity to the most intense commercial zoning in the County. Mr. Cropper also maintained that the Ocean Downs Casino has impacted his clients' properties. The Planning Commission concluded that the Ocean Downs Casino is a use allowed by special exception in its existing A-2 Agricultural District zoning classification.

Based upon its review of the aforementioned factors, the Planning Commission concluded that any consideration of rezoning of the study area should wait until after the next Comprehensive Plan is completed and recommended that those portions of the study area which are currently zoned E-1 Estate District be retained in the E-1 Estate District and those areas zoned A-1 Agricultural District retained in the A-1 Agricultural District.

Now that the Planning Commission has made its recommendation, the County Commissioners will need to schedule a public hearing on the matter. Unlike the requirements for an individual rezoning application, both Sections ZS 1-113(c)(6)E and ZS 1-114(a)(3) of

Residential District zoning classification in light of the existing residential uses in the area. However, the County Commissioners chose to retain the E-1 Estate District zoning classification. The small portion between McAllister Road and MD Route 589 remained in its A-1 Agricultural District zoning classification.

The 1989 Comprehensive Plan placed this area within the Estate Land Use Category, stating that it was so designated in order to maintain an open character and that a rural estate form of development would also be best for the environmentally sensitive nature of the inland bays. The 1989 Comprehensive Plan recommended that the predominant type of development that should occur in these area is low-density residential on lot sizes larger than those for suburban and suburban residential areas and that in consideration of the environmental conditions in the area, the maximum density should be no more than one unit per two acres. The 2006 Comprehensive Plan, which remains in effect, places the area within the Agricultural Land Use Category. There is no Estate Land Use Category in the 2006 Comprehensive Plan. With regard to this land use category, the Comprehensive Plan states that the importance of agriculture to the county cannot be overstated, that its significance is economic, cultural, environmental, and aesthetic, and that agriculture is simply the bedrock of the county's way of life. The Plan furthermore states that the County must do all it can do to preserve farming as a viable industry, that this category is reserved for farming, forestry and related industries with minimal residential and other incompatible uses permitted, and that large contiguous areas of productive farms and forest shall be maintained for agricultural uses and residential and other conflicting land uses, although permitted, are discouraged. While the 2006 Comprehensive Plan does not include an Estate Land Use Category, it makes statements relative to large-lot zoning. Specifically, the Comprehensive Plan recommends the deletion of the Estate land use category and the associated zoning district, the E-1 Estate District. The Plan states that, designed as a transition zone between urban/suburban development and the rural landscape, the Estate Land Use Category has consumed excessive amounts of land per housing unit, taking working farms out of production, been overtaken by the requirements of the Atlantic Coastal Bays Critical Area Program, and failed to achieve truly clustered open space development as called for in the 1989 Comprehensive Plan. The 2006 Comprehensive Plan further states that large lot zoning is incompatible with this plan's approach to new growth and that extensive areas of large lots result in sprawl, which is expensive to serve, damaging to water quality and wildlife, and incompatible with increased mass transit service.

During the comprehensive rezoning process that took place approximately ten years ago, both the staff and the Planning Commission recommended to the County Commissioners that the area now under consideration be given a R-1 Rural Residential District zoning classification because of its low-density, single-family residential nature, typical lot sizes, and historical development patterns. Both the staff and the Planning Commission felt that that zoning classification was most in keeping with the existing character. Although several property owners within this study area requested a commercial classification during the comprehensive rezoning review process, the staff and Planning Commission concluded that sufficient commercial zoning was already in place along the US Route 50 corridor as well as on MD Route 589 to serve the needs of the residents of the area and the traveling public and in light of the number of unutilized or underutilized commercial properties in the area. Additionally, the staff and Planning Commission recognized that the 2006 Comprehensive Plan states that MD Route 589 has reached an unsatisfactory level-of-service and is considered impacted from a traffic standpoint and that development in the corridor should be limited until capacity increases. The staff and Planning Commission concluded that to place commercial zoning in the area would be inappropriate and the zoning should be R-1 Rural

the Zoning and Subdivision Control Article state that posting of the properties and individual notifications to the affected property owners are not required for a sectional or comprehensive map amendment. In this case, however, the County Commissioners previously determined that individual property owners in the affected area would be notified due to the limited number of properties. The public hearing still must be advertised in the newspaper at least once not less than 15 days prior to the hearing. Additionally, please be aware that Section ZS 1-113(c)(6)F states that findings of fact as required in piecemeal rezonings shall not be required for comprehensive (sectional) rezonings.

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

EAT/phw

cc: Phyllis Wimbrow, Deputy Director
Jennifer Keener, Zoning Administrator

DRAFT

NOTICE OF PUBLIC HEARING

**COMPREHENSIVE (SECTIONAL) RECLASSIFICATION
OF THE E-1 ESTATE AND A-1 AGRICULTURAL ZONED PROPERTIES
NORTH OF GRAYS CORNER ROAD AND WEST OF MD ROUTE 589 (RACETRACK ROAD)**

**IN THE THIRD TAX DISTRICT OF
WORCESTER COUNTY, MARYLAND**

Pursuant to Section 1-113 of the Worcester County Zoning Ordinance, the Worcester County Commissioners have initiated a comprehensive (sectional) reclassification of all those properties currently zoned E-1 Estate District and A-1 Agricultural District that are located to the north of Grays Corner Road, on the easterly and westerly sides of McAllister Road, northerly and southerly sides of Griffin Road, and the westerly side of MD Route 589 (Racetrack Road). After considering the proposed comprehensive (sectional) reclassification, the Planning Commission has recommended that the subject properties remain in their existing E-1 Estate and A-1 Agricultural District zoning classifications.

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

PUBLIC HEARING

on

TUESDAY,

at

in the

**COUNTY COMMISSIONERS' MEETING ROOM
ROOM 1101 GOVERNMENT CENTER
ONE WEST MARKET STREET
SNOW HILL, MARYLAND 21863**

Copies of the proposed comprehensive (sectional) reclassification maps, the staff report, and all associated documents may be obtained from the Department of Development Review and Permitting, Worcester County Government Center, One West Market Street, Room 1201, Snow Hill, Maryland 21863-1070. These documents may be reviewed at the Department during the regular business hours of 8:00 A.M. to 4:30 P.M., Monday through Friday, except holidays. Anyone having questions may contact Phyllis Wimbrow at 410.632.1200, ext. 1110 or by email at pwimbrow@co.worcester.md.us.

All interested citizens are encouraged to attend the hearing and express their views on these matters. Both written and oral testimony will be accepted.

Diana Purnell, President

- (5) The County Commissioners, upon the rezoning of any land or lands, may impose such restrictions, conditions or limitations as may be deemed by them to be appropriate to preserve, improve or protect the general character and design of the lands and improvements being zoned or rezoned or of the surrounding or adjacent lands and improvements and may, upon the zoning or rezoning of any land or lands, retain or reserve the power and authority to approve or disapprove the design of buildings, construction, landscaping or other improvements, alterations and changes made or to be made on the subject land or lands. In the event of a conditional map amendment, the restrictions, conditions and limitations shall be reduced to the form of an agreement signed by the owner and all lien holders and recorded among the land records at the expense of the owner. Restrictions, conditions or limitations may be recommended by the Planning Commission and shall be advertised verbatim or in summary form in the notice of the public hearing on the map amendment. Such recommended restrictions, conditions or limitations shall be considered a part of the Planning Commission's recommendation and subject to the five-sevenths majority vote provisions hereof. If there are no proposed restrictions, conditions or limitations at the time of the advertisement prior to the rezoning hearing, the Commissioners may state in the notice that restrictions, conditions or limitations will be considered at the hearing and may, subsequent to the hearing, without additional advertisement or hearing, impose any such restrictions. A restriction, condition or limitation imposed on an amendment, supplement or change in this Title shall become a part of this Title, and violation thereof shall be deemed to be a violation of this Title.

- (6) Comprehensive (sectional) reclassification map amendments.
- A. Comprehensive (sectional) reclassifications may only be initiated by the Planning Commission or the County Commissioners.
 - B. The Planning Commission shall review the proposed comprehensive reclassification and make a recommendation to the County Commissioners. In the case of a comprehensive (sectional) reclassification initiated by the County Commissioners, the Planning Commission shall make a recommendation to the County Commissioners within one hundred twenty days after its first review by the Planning Commission, unless an extension of time is granted by the County Commissioners. The Planning Commission may make such studies as it deems necessary and appropriate.
 - C. After receiving the recommendation of the Planning Commission, the County Commissioners may require further studies and shall hold a public hearing in reference thereto in order that parties of interest and citizens shall have an opportunity to be heard. Public notice of such hearing shall be given in accordance with the provisions of § ZS 1-114 hereof.
 - D. Comprehensive (sectional) reclassifications shall be by resolution of the County Commissioners.
 - E. Notification of property owners and neighboring property owners and the posting of the property, as required in piecemeal rezonings, shall not be

required when the property is the subject of the comprehensive (sectional) reclassification.

- F. Findings of fact as required in piecemeal rezonings shall not be required for comprehensive (sectional) reclassifications.
- G. In the case of a comprehensive (sectional) rezoning, conditions placed upon a property by virtue of a prior conditional rezoning shall be null and void unless specifically carried forward by the County Commissioners upon a finding that the reasons for which the conditions were originally imposed are still valid.

§ ZS 1-114. Requirements for public notice.

- (a) Generally. Unless otherwise expressly provided by law, all notices to the general public required by the terms of this Title shall be made as follows:
 - (1) By the posting of a reasonably sized sign upon the property which is the subject of the proceedings as follows:
 - A. The sign shall be of sufficient size to reasonably advise the public of the fact of the public hearing and shall be posted not less than fifteen days prior to the public hearing. The sign shall be posted (to the extent possible) within a reasonable distance of a public road serving or near the property so as (to the extent possible) to be reasonably visible to the public. Posting requirements shall be subject to the following modifications and provisions:
 - 1. Except in the case of the fifteen-day requirement, reasonable, good-faith compliance with the above requirements, as determined by the hearing agency, shall be sufficient.
 - 2. Where the property lines are difficult to ascertain, posting on an adjacent property may be found to be sufficient.
 - 3. Evidence of posting shall be provided at the public hearing, but no evidence that the sign remained standing during the period of posting shall be required. When a posted sign is destroyed or removed, the property shall be reposted but the date of posting shall be the date of original posting.
 - 4. The hearing agency shall have the authority to determine whether or not a good-faith effort to comply with the posting requirements is sufficient to satisfy the intent of such requirements so as to reasonably advise the public of the pending proceeding.
 - B. Any applicant and/or owner of the property subject to the proceedings shall be deemed to have consented to the entry upon the property by any County staff or board members to examine the property with respect to the specific request and by the public for the purpose of viewing any sign.



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BILLY BIRCH
DIRECTOR

EMERGENCY SERVICES
Worcester County

GOVERNMENT CENTER
ONE WEST MARKET STREET, ROOM 1002
SNOW HILL, MARYLAND 21863-1193
TEL: 410-632-1311
FAX: 410-632-4686

FYI

To: Harold Higgins, Chief Administrative Officer

From: Fred Webster, Director of Emergency Services 

Re: EMD Training Grant

Date: 31 October 2018

Attached is a grant application from the State of Maryland for use for Emergency Medical Dispatch (EMD) training. The grant is in the amount of \$3,000 and can only be used for Telecommunicator training. We applied for and received this grant in 2015. The application was presented to and signed by CAO Harold Higgins since we were at the deadline for the application to be submitted. That deadline was on Friday, 26 October 2018 at close of business.

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



State of Maryland

**Maryland
Institute for
Emergency Medical
Services Systems**

653 West Pratt Street
Baltimore, Maryland
21201-1536

*Larry Hogan
Governor*

*Donald L. DeVries, Jr., Esq.
Chairman
Emergency Medical
Services Board*

410-706-3666
FAX 410-706-4768

September 26, 2018

Timothy E. Coale
Communications Center Manager
Worcester County
Dept. of Emergency Services One W. Market Street
Room 1002
Snow Hill, MD 21863-1193

Dear Mr. Coale,

We are pleased to announce that your request for a MIEMSS EMD Funding Grant has been approved. MIEMSS has awarded \$3,000.00 to enable your jurisdiction to complete FY 2019 EMD training.

Prior to beginning your training, the attached agreement must be properly executed by the entity receiving the grant and returned to Michelle Bell, MIEMSS Office of Education, Licensure & Certification, 653 West Pratt Street, Baltimore, MD 21201-1536. Please note the date sensitive requirements in paragraph seven of the agreement. Additionally, all agreements must be executed and returned to MIEMSS no later than **October 26, 2018**. Once the executed agreement has been received by MIEMSS you will receive an official letter of grant award along with a purchase order.

Should you have questions regarding the agreement please contact Michelle Bell at 410-706-3666 or mbell@miemss.org

Congratulations on your award.

Sincerely,

Terrell Buckson, MHA, NRP
Director
Office of Licensure and Certification



This Agreement is made in duplicate originals¹, entered into as of the date of the last signature, between the Maryland Institute for Emergency Medical Services Systems (“MIEMSS”) located at The Murphy Building, 653 West Pratt Street, Baltimore, Maryland 21201 and County Commissioners of Worcester County, Maryland (the “Association”) located at 1 West Market Street, Room 1002, Snow Hill, MD 21863:

1. MIEMSS is extending to the Association a grant in the amount of \$3,000.00 (the “Grant”) which shall be used by the Association for EMD Training.
2. Any expenditure of Grant funds that is not consistent with the purposes stated in paragraph 1 may, in the unfettered judgment of MIEMSS, be disqualified. Should any expenditure be disqualified or should the Association violate any of the terms of this Agreement, MIEMSS may require repayment to the Maryland Emergency Medical System Operations Fund (the “EMS Fund”), an offset from any State grant to the Association in the current or succeeding fiscal year, and/or take other appropriate action. The Association shall repay to the EMS Fund any part of the Grant which is not used for the purposes stated in paragraph 1 within 2 years after the date of this Agreement.
3. The Association may not sell, lease, exchange give away or otherwise transfer or dispose of real or personal property or any part of or interest in real or personal property acquired with Grant funds without the prior written consent of MIEMSS. The Association shall give MIEMSS written notice at least 30 days before any such proposed transfer or disposition. Any proceeds from a permitted transfer or disposition shall be applied to repay to the EMS Fund a percentage of that portion of the Grant attributable to the particular real or personal property transferred or disposed of, unless MIEMSS and the Association agree to other terms and conditions. The percentage shall be equal to the percentage of the unadjusted basis of the property that would remain if the property had been recovery property and if all allowable deductions had been taken up to the time of disposition under the Accelerated Cost Recovery System (ACRS) specified in the United States Internal Revenue Code, Section

¹ One of the duplicate originals shall be authoritative copy which shall be filed with the Maryland Institute for Emergency Medical Services System.

168(b)(1). MIEMSS shall have the right to make any elections available in connection with that computation.

4. For any item of real or personal property that is acquired with Grant funds and has an original fair market value of Five Thousand Dollars or more, the Association shall, at its own expense, and for the reasonable useful life of that item or for 5 years, which ever is less, obtain and maintain insurance. The insurance shall provide full protection for the Association and the EMS Fund and the State against loss, damage, or destruction of or to the real or personal property. The Association shall, on request, provide MIEMSS with satisfactory evidence of its compliance with this requirement. Proceeds of insurance required by this paragraph shall be applied toward replacement of the real or personal property or toward the partial or total repayment to the EMS Fund of the Grant, in the sole discretion of MIEMSS.
5. The Association may not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or any other characteristic forbidden as a basis for discrimination by applicable laws. The Association shall certify that its Constitution or By-Laws contains a non-discrimination clause consistent with the Governor's Code of Fair Practices.
6. The person executing this Agreement on behalf of the Association certifies, to the best of that person's knowledge and belief, that:
 - A. Neither the Association, nor any of its officers or directors, nor any employee of the Association involved in obtaining contracts with or grants from the State or any subdivision of the State, has engaged in collusion with respect to the Association's application for the Grant or this Agreement or has been convicted of bribery, attempted bribery, or conspiracy under the laws of the United States or any state;
 - B. The Association has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for the Association, to solicit or secure this Grant or this Agreement, and the Association has not paid or agreed to pay any such entity any fee or other consideration contingent on the making of the Grant or this Agreement;
 - C. The Association, if incorporated, is registered or qualified in accordance with the Corporations and Associations Article, Annotated Code of Maryland is in good standing, has filed all required annual reports and filing fees with the Department of Assessments and Taxation and all required tax returns and reports

with the Comptroller of the Treasury, the Department of Assessments and Taxation, and the Employment Security Administration, and has paid or arranged for the payment of all taxes due the State;

- D. No money has been paid to or promised to be paid to any legislative agent, attorney, or lobbyist for any services rendered in securing the passage of legislation establishing or appropriating funds for the Grant;
 - E. Neither the Association, nor any of its officers or directors, nor any person substantially involved in the contracting or fund raising activities of the Association, is currently suspended or debarred from contracting with the State or any other public entity or subject to debarment under Regulation 21.08.04.04 of the Code of Maryland Regulations.
7. **In order to receive payment of the award amount, the Association must provide MIEMSS with copies of invoices for the training and a letter on the Association's letterhead requesting reimbursement. The letter shall include the Association's Federal I.D. and correct address, and shall be mailed to Michelle Bell, Office Manager, Maryland Institute for Emergency Medical Services Systems, 653 West Pratt Street, Baltimore, Maryland 21201. All reimbursement requests along with appropriate supporting documentation must be received in this office by June 15, 2019.**
 8. **On or before September 1, 2019 the Association shall provide to MIEMSS an itemized statement of expenditures, showing how the funds under this agreement were expended verified by an officer of the Association.** The Association shall retain bills of sale, records and other satisfactory evidence of the acquisition, maintenance and retention of any real or personal property for at least 3 years after the date of this Agreement. MIEMSS, the Maryland Department of Budget and management, the State Comptroller, and the Legislative Auditor, or any of them, may examine and audit this evidence, on request, at any reasonable time within the retention period.
 9. The law of Maryland shall govern this Agreement.
 10. This Agreement shall bind the respective successors and assigns of the parties.
 11. The Association may not sell, transfer, or otherwise assign any of its obligations under this Agreement, or its rights, title, or interest in this Agreement, without the prior written consent of MIEMSS.

12. No amendment to the agreement is binding unless it is in writing and signed by the parties.
13. The individual executing this agreement on behalf of the Association represents that he or she is authorized by the Association to do so.

(the remainder of this page is intentionally blank)

IN TESTIMONY WHEREOF, the parties have executed this agreement effective the date first above written:

Witness or Attest:

Fred E. Webster IV
Signature

County Commissioners of
Worcester County, Maryland
By: *Harold L. Higgins*
Signature

Date Signed: _____

Fred E. Webster IV
Printed Name

Harold L. Higgins
Printed Name

Title: Emergency Svcs Director

Title: Chief Administrative Officer

The Maryland Institute for
Emergency Medical Services
Systems
By: _____

Date Signed: _____

Title: _____

Approved as to form and legal sufficiency this _____ day of _____, 2018.

Assistant Attorney General



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BILLY BIRCH
DIRECTOR

EMERGENCY SERVICES
Worcester County

GOVERNMENT CENTER
ONE WEST MARKET STREET, ROOM 1002
SNOW HILL, MARYLAND 21863-1193
TEL: 410-632-1311
FAX: 410-632-4686

Copy: Boas Sorel -

To: Harold Higgins, Chief Administrative Officer

From: Fred Webster, Director of Emergency Services 

Re: CAD Software Upgrade

Date: 24 October 2018

In the FY19 budget the Commissioners funded a fire reporting software which was requested by the fire service. The Emergency Services IT Division has been working through the summer to have data moved from the existing software into the new RedNMX software. That transfer of data has been complete.

It has now come to our attention that in order for Superior, the CAD vendor, to be able to automatically send data from the CAD event to RedNMX will require additional funding.

The initial quote for the software upgrade was \$9,380. Superior, the CAD vendor, has discounted that by \$2,000 bringing the cost to \$7,380. It will also result in an additional \$1,500 annual maintenance fee in the Emergency Services budget for FY20 and beyond.

I'm requesting, on behalf of the fire service, for an over expenditure of \$7,380 in the software budget for FY19.

Please advise on how you would like to proceed.



Add-On Quote

Quote Prepared For:
Brian Jones, IT Manager
Worcester County Sheriff's Office
Government Center
Snow Hill, MD, 21863-1195
(410) 632-5610

Quote Number: Q-00009071 **Valid Until:**
01/22/19

Quote Prepared By:
Johnny Rivera, Account Executive - Install
Superion
1000 Business Center
Lake Mary, FL 32746
Phone: (800) 727-8088 Fax:
jonathan.rivera@superion.com

Date: 10/25/18

Thank you for your interest in Superion and our software and services solutions. Please review the below quote and feel free to contact Johnny Rivera with any questions.

License Fees & Maintenance

Product Name	Quantity	License Fee	Maintenance
ONESolution Generic CAD Event Export-Law/Fire/EMS	1	\$7,500.00	\$1,500.00
Total		\$7,500.00	\$1,500.00

Professional Services Installation & Configuration

Product Name	Amount
ONESolution Computer-Aided Dispatch Installation	\$1,400.00
Total	\$1,400.00

Project Management

Product Name	Amount
ONESolution Computer-Aided Dispatch Project Management	\$480.00
Total	\$480.00

Total Professional Services **\$1,880.00**

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Summary

Product/Service	Amount
License Fees	\$7,500.00
Professional Services	\$1,880.00
Subtotal	<u><u>\$9,380.00</u></u>
License/Subscription Fee Discounts	\$2,000.00
Total	<u><u>\$7,380.00</u></u>
Net Maintenance	\$1,500.00

See Product notes in the Additional Information Section

Payment terms as follows, unless otherwise notated below for Special Payment Terms by Product:

License, Project Planning, Project Management, Consulting, Technical Services, Conversion, Third Party Product Software and Hardware Fees are due upon execution of this Quote. Training fees and Travel & Living expenses are due as incurred monthly. Installation is due upon completion. Custom Modifications, System Change Requests or SOW's for customization, and Third Party Product Implementation Services fees are due 50% on execution of this Quote and 50% due upon invoice, upon completion. Unless otherwise provided, other Professional Services are due monthly, as such services are delivered. Additional services, if requested, will be invoiced at then-current rates. Any shipping charges shown are estimated only and actual shipping charges will be due upon invoice, upon delivery.

Annual Subscription Fee(s): Initial annual subscription fees are due 100% on the Execution Date. The initial annual subscription term for any subscription product(s) listed above shall commence on the Execution Date of this Agreement and extend for a period of one (1) year. Thereafter, the subscription terms shall automatically renew for successive one (1) year terms, unless either party gives the other party written notice of non-renewal at least sixty (60) days prior to expiration of the then-current term. The then-current fee will be specified by Superion in an annual invoice to Customer thirty (30) days prior to the expiration of then-current annual period.

Superion Application Annual Support: Customer is committed to the initial term of Maintenance and Support Services for which the support fee is included in the License fee(s) and begins upon execution of this Quote and extends for a twelve (12) month period. Subsequent terms of support will be for twelve (12) month periods, commencing at the end of the prior support period. Support fees shown are for the second term of support for which Superion is committed and which shall be due prior to the start of that term. Fees for subsequent terms of support will be due prior to the start of each term at the then-prevailing rate. Subsequent terms will renew automatically until such time Superion receives written notice from the Customer thirty (30) days prior to the expiration of the then current term. Notification of non-renewal is required prior to the start of the renewal term. Customer will be invoiced, and payment is due, upon renewal.

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Third Party Product Annual Support Fees: The support fee for the initial annual period is included in the applicable Third Party Product License fees(s) unless otherwise stated. Subsequent terms invoiced by Superion will renew automatically at then-prevailing rates until such time Superion receives written notice of non-renewal from the Customer ninety (90) days in advance of the expiration of the then-current term. Notification of non-renewal is required prior to the start of the renewal term. Customer will be invoiced, and payment is due, upon renewal. As applicable for certain Third Party Products that are invoiced directly by the third party to Customer, payment terms for any renewal term(s) of support shall be as provided by the third party to Customer.

Additional Terms:

This Quote constitutes an Amendment to the Software License & Services Agreement and the Maintenance Agreement (together, the "Contract and Agreement") by and between the parties hereto. The product and pricing information detailed above comprises the "Exhibit 1" schedule attached to this Amendment. Except as otherwise provided herein, all terms and conditions of the Contract and Agreement shall remain in full force and effect.

Any interfaces listed above are interfaces only. Customer shall be responsible for obtaining the applicable software, hardware and system software from the appropriate third party vendor.

The Component Systems identified above are "Licensed Programs" or "Licensed Systems" licensed by Superion and are provided in and may be used in machine-readable object code form only.

Applicable taxes are not included, and, if applicable, will be added to the amount in the payment of invoice(s) being sent separately. Travel and living expenses may be in addition to the prices quoted above and shall be governed by the Superion Corporate Travel and Expense Reimbursement Policy.

The date of delivery is the date on which Superion delivers, F.O.B. Superion's place of shipment, the Component Systems to Customer.

The Superion application software warranty shall be for a period of one (1) year after delivery. There is no Testing and Acceptance period on the Licensed System(s) herein.

Preprinted conditions and all other terms not included in this Quote or in the Contract and Agreement, stated on any purchase order or other document submitted hereafter by Customer are of no force or effect, and the terms and conditions of the Contract and Agreement and any amendments thereto shall control unless expressly accepted in writing by Superion to Customer.

Third party hardware/software maintenance and/or warranty will be provided by the third party hardware and software manufacturer(s). Superion makes no representations as to expected performance, suitability, or the satisfaction of Customer's requirements with respect to the hardware or other third party products specified in this Quote. The return and refund policy of each individual third party hardware/software supplier shall apply.

This Agreement is based on the current licensing policies of each third party software manufacturer as well as all hardware manufacturers. In the event that a manufacturer changes any of these respective policies or prices, Superion reserves the right to adjust this proposal to reflect those changes.



Should Customer terminate this agreement per any "Term of Contract" Section of the Contract and Agreement, as may be applicable for certain customers, Customer agrees to pay, immediately upon termination, the remaining balance for all hardware, software, and services delivered prior to the termination date together with travel reimbursements, if any, related to the foregoing. Notwithstanding any language in the Contract and Agreement to the contrary, the purchase of support services is NOT necessary for the continuation of Customer's License.

Pricing for professional services provided under this quote is a good faith estimate based on the information available to Superior at the time of execution of this Quote. The total amount that Customer will pay for these services will vary based on the actual number of hours of services required to complete the services. If required, additional services will be provided on a time and materials basis at hourly rates equal to Superior's then-current rates for the services at issue.

For training and on-site project management sessions which are cancelled at the request of Customer within fourteen (14) days of the scheduled start date, Customer is responsible for entire price of the training or on-site project management plus incurred expenses

Brian Jones, IT Manager
Worcester County Sheriff's Office

Authorized Signature: _____

Printed Name: _____

Date: _____

Additional Information Section
Product Notes:



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BILLY BIRCH
DIRECTOR

EMERGENCY SERVICES
Worcester County

GOVERNMENT CENTER
ONE WEST MARKET STREET, ROOM 1002
SNOW HILL, MARYLAND 21863-1193
TEL: 410-632-1311
FAX: 410-632-4686

To: Harold Higgins, Chief Administrative Officer
From: Fred Webster, Director of Emergency Services
Re: Exacom EARS Recorder
Date: 31 October 2018

The Department of Emergency Services is seeking your approval to approach the Emergency Number Systems Board (ENSB) for funding EARS recording capability for the Ocean Pines Police Department. The project will replace the voice logging recorder at OPPD which has become obsolete. As a secondary answering point for 911 calls OPPD is required to record any 911 calls transferred to them from our center. The EARS unit will actually be a remote recording device off of the Exacom recorder purchased by the ENSB for the Department of Emergency Services 2 years ago.

This will be a sole source purchase from Exacom since it will be an extension off our already existing recorder.

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



QUOTATION

Quote No: Q-2018-EXA-0499

Date: 10/1/2018

"Hindsight G3" Fault-Tolerant Digital Logging Recorder System
For: Expansion for Worcester County MD

To: James Hamilton
Asst. Director of Emergency Services
Worcester County Government Center
One West Market Street
Snow Hill, MD 21863
Phone: 410-632-3080

Ship To: N/A

E-Mail: jhamilton@co.worcester.md.us

Customer Requirements:

Exacom to provide quote of 1 additional EARS unit, including installation, at Worcester County Md primary facility. The EARS unit will be installed at a remote PSAP and will send recordings to the existing Exacom recorder, SN 2025 .

Customer needs to record 2 remote PSAP positions.

Install EARS FTP and Live Streaming acquisition software on Existing EXACOM Recorder and adjust for new channel arrangement.

This quote assumes the customer has an available channel on the recorder, to accommodate the EARS ability to FTP to a channel.

The new EARS unit will FTP and send Live streaming audio to the existing recorder.

EXACOM Proposed Solution Summary:

Table with columns: Qty, Part No, Model No, Description, Unit Price, Qty Sub-Total. Includes rows for EARS units, licenses, and a total solution price of \$5,938.25.

Submitted By: Peter Sylvester Date: 10/1/2018

Peter Sylvester - EXACOM, Inc.

Approved By: Signature: Date:

Signature of Authorized Personnel

Printed Name and Title

2

General Notes:

1. Prices are in US dollars at list, FOB Concord, NH
2. Shipping charges will be prepaid by EXACOM and added as a separate line item on your invoice unless otherwise indicated in MPA. Customer is responsible for all customs and duties.
3. Quotation is valid for 45 days.
4. This warranty will auto-renew annually until the end of the fifth year. Please indicate this on PO.
5. Software patches and minor releases are only available with current and up-to-date support contract.
6. The hardware/software refresh at year 7 is necessary to continue with the EXACOM support program.
7. HW/SW Refresh is only available when year's 2-6 Extended Warranty is purchased by the customer.
8. HW/SW Support is delivered remotely, only, via telephone, email and vpn, if available.
9. EARS-104 comes with 1 year HW/SW Warranty and Service.
10. EARS-104 support beyond 1st year will be billed at EXACOM T&M rates. Travel will be passed through to customer at cost if required.

Payment Terms: Net 30, Unless MPA on File

Ship Date: 30-45 Days ARO

Extended warranty plans for years 2 – 6:

Qty	Part No:	Model No:	Description	Unit Price	Qty Sub-Total
1	9004000	HS-SUP-E	Additional EXACOM/1-Year Ext-Warranty Hardware and Software Maintenance - Support per year for years 2-6	-----	\$104.50

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DISCLAIMER

EXACOM makes no representations or warranties with respect to publications, software, or products and specifically disclaims any implied warranties of merchant.

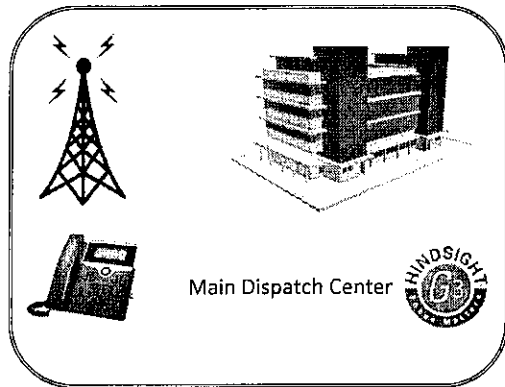
LIMITATION OF LIABILITY

EXACOM will not be liable for any damages, including any lost profits, lost savings or other incidental or consequential damages arising out of the use or inability to use this product even if EXACOM or its authorized reseller has been advised of the possibility of such damages or for any claim by any other party. EXACOM will have its liability limited to the repair or replacement of the supplied original program diskette, associated publication and any part or parts of the product or system for the period of the warranty.

EARS™ -104

Compact Recording Device

Stand-Alone Recorder or Remote Acquisition Device



Deployed as a Remote Recorder or as a component in a Multi-Site Recording Network

The *EARS-104* device is a complete compact multi-channel recorder. When used as a standalone unit, recordings may be accessed via a smartphone/tablet app or via automatic download of recordings to a USB device which are then playable in any standard media player. When used as part of EXACOM's unique distributed recording architecture, recordings are captured at the source, regardless of location, while centralizing the storage, analysis and access of all recordings via EXACOM's HINDSIGHT™ recorder.

EARS -104 supports up to four channels of analog audio and is capable of 430 channel hours of uncompressed digital audio storage locally; over 4,170 hours of channel hours of storage when using GSM compression.

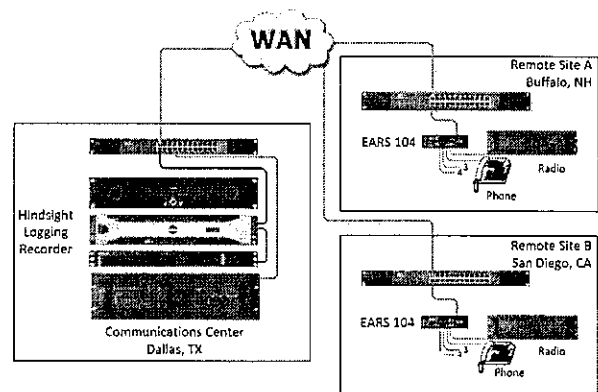
Each device will support 4-bridging Hi-Z input channels, each of which are configurable for either a 2-wire or 4-wire operation. Start/Stop of recordings can be set for VOX or contact closure. An Ethernet port supports network connectivity to allow for direct connection to a computer or to a network. As part of a distributed solution, Streaming, FTP or both can be utilized to send recordings to an EXACOM HINDSIGHT™ Recorder for easy access.

Typical Applications

- Police & Fire Telephone/Radio Communications
- Analog to VoIP Recording
- Console Select Audio Recording
- 911 Centers / Military Bases
- Remote Security Sites
- Centralized Recording for Multiple Locations

The Right Solution for Remote Recording

- Full Recording from Remote Locations
- Supports Distributed Recording Architecture
- USB File Transfer allows for copy content directly to device in a usable structure
- Can be used with or without a HINDSIGHT Recorder



Remote Audio Capture and Forwarding to EXACOM HINDSIGHT Logging Recorder



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BILLY BIRCH
DIRECTOR

EMERGENCY SERVICES
Worcester County

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SNOW HILL, MARYLAND 21863-1193
TEL: 410-632-1311
FAX: 410-632-4686

To: Harold Higgins, Chief Administrative Officer

From: Fred Webster, Director of Emergency Services *FW*

Re: Telephone Fiber Upgrade II

Date: 31 October 2018

At your 3 July 2018 meeting I was before you seeking approval to apply the Maryland Emergency Number Systems Board (ENSB) for \$166,718.89 for fiber optic telephone cable diversity. On 26 July Assistant Director Hamilton and I appeared before the ENSB along with representatives from Verizon and received full funding for the project.

Today Verizon has come back with an update that there were 8 Tellab circuit cards that were omitted from the original proposal. This will increase the cost by \$105,060.67. We are seeking your approval to go back to the ENSB, at their November meeting, to request the additional funding. If approved we will be back before you for execution of the Verizon contract amendment once the ENSB has approved the expenditure.

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



AMENDMENT

Routing Code: 5V

Customer Name	County Commissioners of Worcester County, Maryland ("Customer")	Main Billing Tel. No:	021-724-4001
and address:	1 W. Market Street Snow Hill, MD 21863	Verizon Contract ID: CBS/CNE Case #	231057 2018-1027087

THIS AMENDMENT is to the Service Agreements (Verizon Agreement No. 2017-979125 signed by the County Commissioners of Worcester County, Maryland ("Customer") and Verizon Maryland Inc. ("Verizon") executed on December 9, 2010 and as subsequently amended (the "Agreement").

The parties agree that said Agreement shall be amended as follows:

Pursuant to Exhibit A, section 5c of the original Agreement, Exhibit A, section 1 of the Agreement, entitled "Services and Quantity Commitments," is hereby amended so that the following table is DELETED in its entirety;

<u>Quantity</u>	<u>Service Item</u>	<u>Monthly Unit Rate</u>	<u>Non-recurring Charge / Unit *</u>
1	Diverse Fiber from the SWC (Snow Hill CO, SNHLMDSH) and ASWC (Pocomoke CO, PCCYMDPK) to the Primary PSAP at 1 W Market St, Snow Hill, MD). Hardware and construction of Verizon fiber network facilities supporting E911 Diverse Routing of Transport Facilities	N/A	\$43,788.00
1	Diverse Fiber from the SWC (Snow Hill CO, SNHLMDSH) and ASWC (Berlin CO, BRLNMDBL) to the Backup PSAP at 6841 Central Site Ln, Newark, MD. Hardware and construction of Verizon fiber network facilities supporting E911 Diverse Routing of Transport Facilities	N/A	\$69,359.00

And is REPLACED by the following:

<u>Quantity</u>	<u>Service Item</u>	<u>Monthly Unit Rate</u>	<u>Non-recurring Charge / Unit *</u>
1	Fiber Diversity: Primary PSAP (1 W Market St., Snow Hill, MD) to SWC (Snow Hill CO, SNHLMDSH) and ASWC (Pocomoke CO, PCCYMDPK). Hardware and construction of Verizon fiber network facilities supporting E911 Diverse Routing of Transport Facilities	N/A	\$96,270.50
1	Fiber Diversity: Backup PSAP (6743 Central Site Ln, Newark, MD) to SWC (Snow Hill CO, SNHLMDSH) and ASWC (Berlin CO, BRLNMDBL). Hardware and construction of Verizon fiber network facilities supporting E911 Diverse Routing of Transport Facilities	N/A	\$121,937.17

The provisions of this Amendment are subject to compliance with applicable regulatory filing requirements and receipt of any necessary regulatory and other governmental approvals that may be required under applicable law for such provisions to become effective. Pricing and/or promotional benefits in this Amendment may not be available if it is signed and delivered to Verizon after March. All of the other terms and conditions of the Agreement will remain in full force and effect except as expressly amended above.



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IN WITNESS WHEREOF, the parties have entered into this Amendment, effective on the last date of signature below:

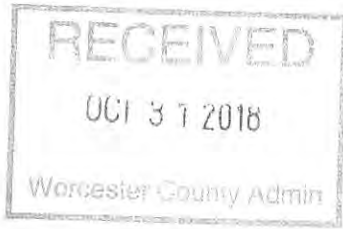
County Commissioners of
Worcester County, Maryland

Verizon Business Network Services Inc. on behalf of
Verizon Maryland LLC

By _____
Name/title _____
Date _____

By _____
Name/title _____
Date _____





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BILLY BIRCH
DIRECTOR

EMERGENCY SERVICES
Worcester County

GOVERNMENT CENTER
ONE WEST MARKET STREET, ROOM 1002
SNOW HILL, MARYLAND 21863-1193
TEL: 410-632-1311
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To: Harold Higgins, Chief Administrative Officer

From: Fred Webster, Director of Emergency Services

Re: Harris Radio Update

Date: 31 October 2018

County staff, met by conference call individually, with Federal Engineering (FE) and Harris on acceptance of the Coverage Acceptance Test Plan. The County received raw data points for Bit Error Rate (BER) and Delivered Audio Quality (DAQ) testing from Harris on October 12th, 2018. This data has been analyzed by Federal Engineering.

FE noted several areas of discrepancies in the 14 dB test grids however after discussion with county staff FE was satisfied with the explanation for their concerns.

FE noted that they were unable to review 20 dB data since that was not provided. While they acknowledged that Harris's data on the 14 dB test areas appeared to be sound, they still asked to review to 20 dB data as well. Once they've had the opportunity to review the 20 dB data they will be able to provide documentation approving the findings. In the call with Harris a request for the 20 dB data was requested and the Project Manager agreed to process the request for the data.

FE acknowledged that they will then continue work to provide recommendations regarding the areas impacted by noise from surrounding systems.

I'm available to answer any questions you may have.



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

COMMISSIONERS
DIANA PURNELL, PRESIDENT
THEODORE J. ELDER, VICE PRESIDENT
ANTHONY W. BERTINO, JR.
MADISON J. BUNTING, JR.
JAMES C. CHURCH
MERRILL W. LOCKFAW, JR.
JOSEPH M. MITRECIĆ

OFFICE OF THE
COUNTY COMMISSIONERS

Worcester County

GOVERNMENT CENTER
ONE WEST MARKET STREET • ROOM 1103

SNOW HILL, MARYLAND

21863-1195

To: County Commissioners
From: Harold Higgins, CAO #H
Date: October 24, 2018
Re: Letter of Support – Medical Examiners

The Commissioners received a request from a local medical examiner to support a change to Code of Maryland Regulations increasing the fee a medical examiner receives for each case investigation from \$80 to \$120. This amount has not changed since 2006. This request will not affect the County budget as these fees are paid by the State. Attached is the request, the current law, the proposed regulation and a draft letter of support if you are so inclined. I reached out the Sheriff's Office and State's Attorney. The Sheriff's Office is in full support of the increase as they believe the forensic investigators play a very critical role as investigators. They have an incredibly important job to include evidence collection and photographs that are used as part of the death investigations. Per the Sheriff's Office, sometimes the forensic investigators have a very difficult job that no one else wants to do and they are doing it with very little pay.



OFFICE OF THE
COUNTY COMMISSIONERS

Worcester County

GOVERNMENT CENTER
ONE WEST MARKET STREET • ROOM 1103

SNOW HILL, MARYLAND

21863-1195

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

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MADISON J. BUNTING, JR.
JAMES C. CHURCH
MERRILL W. LOCKFAW, JR.
JOSEPH M. MITRECIĆ

November 7, 2018

Michele Phinney, Director
Office of Regulation & Policy Coordination
Maryland Department of Health
201 W. Preston St., Room 512
Baltimore, MD 21201

Re: Amendment to Regulation COMAR 10.35.01.19
Deputy Medical Examiners/Forensic Investigators

Dear Ms. Phinney:

The County Commissioners of Worcester County are writing to you today to express our full support for the compensation increase for fees paid to Deputy Medical Examiners/Forensic Investigators from \$80.00 per case investigated to \$120.00 per case. Worcester, Somerset and Wicomico Counties currently have a total of six (6) investigators to cover all three counties. Worcester County is hopeful that the fee increase will assist in retaining our current investigators and attract additional investigators for the future. In addition, the Commissioners feel that the level of education and mandatory training of a Medical Examiner/Forensic Investigator is very rigorous and time consuming and they should be compensated accordingly.

The County Commissioners would like to thank you for allowing us to express our support on this important issue. If you should require any additional information, please feel free to contact us.

Sincerely,

Diana Purnell
President

proposal

CITIZEN PARTICIPATION IN THE REGULATION-MAKING PROCESS

Maryland citizens and other interested persons may participate in the process by which administrative regulations are adopted, amended, or repealed, and may also initiate the process by which the validity and applicability of regulations is determined. Listed below are some of the ways in which citizens may participate (references are to State Government Article (SG),

Annotated Code of Maryland):

- By submitting data or views on proposed regulations either orally or in writing, to the proposing agency (see “Opportunity for Public Comment” at the beginning of all regulations appearing in the Proposed Action on Regulations section of the Maryland Register). (See SG, §10-112)
- By petitioning an agency to adopt, amend, or repeal regulations. The agency must respond to the petition. (See SG §10-123)
- By petitioning an agency to issue a declaratory ruling with respect to how any regulation, order, or statute enforced by the agency applies. (SG, Title 10, Subtitle 3)
- By petitioning the circuit court for a declaratory judgment

on the validity of a regulation when it appears that the regulation interferes with or impairs the legal rights or privileges of the petitioner. (SG, §10-125)

- By inspecting a certified copy of any document filed with the Division of State Documents for publication in the Maryland Register. (See SG, §7-213)

Subtitle 35 POSTMORTEM EXAMINERS COMMISSION

10.35.01 Medical Examiner Cases

Authority: Health-General Article, §§5-306(e)—5-307, Annotated Code of Maryland

Notice of Proposed Action

[18-261-P]

The Secretary of Health proposes to amend Regulation .19 under **COMAR 10.35.01 Medical Examiner Cases**.

Statement of Purpose

The purpose of this action is to update current regulations to meet current practice standards and ensure essential services needed to comply with statutory and regulatory obligations of the Office of the Chief Medical Examiner. Specifically, this proposal increases death scene investigation fees for service to compensate a rate comparable to industry standard.

Comparison to Federal Standards

There is no corresponding federal standard to this proposed action.

Estimate of Economic Impact

I. Summary of Economic Impact. The proposed action increases death scene investigation fees for service to compensate a rate comparable to industry standard.

II. Types of Economic Impact.	Revenue (R+/R-)	Magnitude
	Expenditure (E+/E-)	
A. On issuing agency:		
Death Investigation Fees	(E+)	FY 2019 \$203,083; FY 2020 \$296,502
B. On other State agencies:		
C. On local governments:		
Washington County	(E+)	FY 2019 \$17,580; FY 2020 \$25,666
	Benefit (+) Cost (-)	Magnitude
D. On regulated industries or trade groups:		
E. On other industries or trade groups:		
Forensic Investigator Vendors	(+)	FY 2019 \$203,083; FY 2020 \$296,502
F. Direct and indirect effects on public:		
Washington County Residents	(-)	FY 2019 \$17,580; FY 2020 \$25,666

III. Assumptions. (Identified by Impact Letter and Number from Section II.)

A. and E. The proposed action would increase the rate for service paid to Forensic Investigator Vendors by 50 percent from \$80 per accepted case to \$120 per accepted case. Forensic Investigator Vendors have not had an increase since 2006 when the fee per case increase from \$55 to \$80. A study of States with similar programs revealed that Forensic Investigator Vendors are paid lower fees for service than death investigators in most other States. Due to increased case volume, increased risk of injury associated with death investigations and low compensation, the OCME has been unable to recruit and retain qualified Forensic Investigator Vendors. Lack of qualified death investigators result in delayed scene response time. These delays have a direct impact on local EMS/police resources as well as the community at large. This increase would assist with the recruitment and retention of Forensic Investigator Vendors.

C. Washington County is the only county in Maryland in which the county matches forensic investigator pay for accepted cases. In FY2018, Washington County had 293 accepted OCME cases costing the State \$23,440 and the County \$23,440.

F. Washington County matches forensic investigator pay for accepted cases. The funds for this expense likely come from county taxes which are an indirect cost to the public.

Economic Impact on Small Businesses

The proposed action has minimal or no economic impact on small businesses.

Impact on Individuals with Disabilities

The proposed action has no impact on individuals with disabilities.

Opportunity for Public Comment

Comments may be sent to Michele Phinney, Director, Office of Regulation and Policy Coordination, Maryland Department of Health, 201 West Preston Street, Room 512, Baltimore, MD 21201, or call 410-767-6499 (TTY 800-735-2258), or email to mdh.regs@maryland.gov, or fax to 410-767-6483. Comments will be accepted through November 13, 2018. A public hearing has not been scheduled.

.19 Deputy Medical Examiners/Forensic Investigators.

A.—D. (text unchanged)

E. Entitled Fees.

(1) As provided in the State budget, for each medical examiner's case investigated, the deputy medical examiner or forensic investigator is entitled to a fee of [~~\$80~~] *\$120*.

(2)—(3) (text unchanged)

Current law

MD Code, Health - General, § 5-306

§ 5-306. Appointment of deputy medical examiner, forensic investigators

Baltimore City

(a) This section does not apply to Baltimore City.

In general

(b)(1) The Commission may appoint one or more deputy medical examiners and forensic investigators for each county.

(2) The Commission shall appoint a deputy medical examiner for a county from a list of qualified individuals submitted to the Commission by the medical society of the county. The number of names on the list shall be at least twice the number of vacancies. However, if a county does not have a medical society or if the medical society does not submit a list of names, the Commission may appoint a deputy medical examiner for the county without a list.

Physician requirement

(c) Each deputy medical examiner appointed under subsection (b) of this section shall be a physician.

Deputizing another deputy medical examiner

(d) If necessary, a deputy medical examiner may deputize another physician in the county to act as deputy medical examiner.

Compensation

(e) Each deputy medical examiner is entitled:

(1) **For each medical examiner's case that the examiner investigates, to a fee that is set in accordance with the State budget;**

(2) If the examiner is called as a witness before a grand jury or in a criminal case, to the fee that the court sets; and

(3) To any additional compensation that a county provides.

§ 5-307. Rules and regulations

The Commission may adopt rules and regulations to carry out the provisions of this subtitle.

Title 10 MARYLAND DEPARTMENT OF HEALTH

Subtitle 35 POSTMORTEM EXAMINERS COMMISSION

Chapter 01 Medical Examiner Cases

.19 Deputy Medical Examiners/Forensic Investigators.

A. The Postmortem Examiners Commission shall appoint one or more deputy medical examiners and forensic investigators for each county.

B. The Postmortem Examiners Commission shall appoint a deputy medical examiner from a list of qualified individuals submitted by the county medical society. However, the Commission may appoint a deputy medical examiner for the county without a list if there is no county medical society or if the medical society does not submit a list of names.

C. Each deputy medical examiner appointed shall be a physician.

D. The Chief Medical Examiner shall select a forensic investigator from a list provided by the Deputy Chief Medical Examiner for Statewide services.

E. Entitled Fees.

(1) As provided in the State budget, for each medical examiner's case investigated, the deputy medical examiner or forensic investigator is entitled to a fee of \$80.

(2) If the case does not meet the requirements of Health-General Article, §5-309, Annotated Code of Maryland, and is declined, the deputy medical examiner or forensic investigator is entitled to a decline fee of \$10.

(3) The deputy medical examiner is entitled to \$25 for certifying the death and completing the death certificate.

.21 Fees for Other Services.

A. When a deputy medical examiner, or forensic investigator as the examiner's designee, is called as a witness before a grand jury or in a criminal case, the examiner or investigator is entitled to:

- (1) The fee that the court sets; and
- (2) Any additional compensation that a county or court provides.

B. When any deputy medical examiner or forensic investigator is called as a witness in a civil case they are entitled to:

- (1) \$20 per hour; and
- (2) Any additional compensation that a county or court provides.

C. Washington County is the only county in Maryland in which the county matches forensic investigator pay for accepted cases. In FY2018, Washington County had 293 accepted OCME cases costing the State \$23,440 and the County \$23,440.

F. Washington County matches forensic investigator pay for accepted cases. The funds for this expense likely come from county taxes which are an indirect cost to the public.

Economic Impact on Small Businesses

The proposed action has minimal or no economic impact on small businesses.

Impact on Individuals with Disabilities

The proposed action has no impact on individuals with disabilities.

Opportunity for Public Comment

Comments may be sent to Michele Phinney, Director, Office of Regulation and Policy Coordination, Maryland Department of Health, 201 West Preston Street, Room 512, Baltimore, MD 21201, or call 410-767-6499 (TTY 800-735-2258), or email to mdh.regs@maryland.gov, or fax to 410-767-6483. Comments will be accepted through November 13, 2018. A public hearing has not been scheduled.

.19 Deputy Medical Examiners/Forensic Investigators.

A.—D. (text unchanged)

E. Entitled Fees.

(1) As provided in the State budget, for each medical examiner's case investigated, the deputy medical examiner or forensic investigator is entitled to a fee of [~~\$80~~] *\$120*.

(2)—(3) (text unchanged)

~~in crisafulli@co.worcester.md.us~~

MEMO: From Michael A. Dean, Forensic Investigator, O.C.M.E.

Since 1988 I have served as a Forensic Investigator, starting in Worcester County, as Worcester was the pilot program for the entire State of Maryland. We started with 5 investigators selected by the Worcester County Commissioners and submitted to the Chief Medical Examiner for training and certification. I don't remember what we were paid per call when we started, but according to the information provided the fee of \$55.00 was increased in 2006 to \$80.00. Although not mentioned in the information provided, we sign up to be "on call" at certain times and are NOT paid anything for our on call time. In addition, if we take a call and determine that the circumstances do not meet the requirement to become a "Medical Examiner Case", it is classified as a "decline" and we are paid \$10.00. Most of the decline cases still require 1 -2 hours of our time and we are still required to submit a report. We are also required to attend mandatory training without any compensation.

I am the only remaining investigator of the original 5 in Worcester County. We now have 6 investigators covering Worcester, Wicomico and Somerset counties. We have had several other investigators come and go over the years, as most have determined that the hours spent are not worth the compensation received.

Legislative action is required to amend current regulations setting the fees for our service.

The Office of the Chief Medical Examiner has been working diligently to increase the pay for county investigations. After many failed attempts, we are finally in the process to possibly increase the pay.

As part of the legislative process, the proposed regulations are posted for public comment. The comments are reviewed before the amendment is approved.

NOW IS THE TIME I NEED YOU and anyone you know, to post comments regarding the proposed increase so that we can continue providing what I believe is a valuable service to our community.

Comments you submit should be professional. Comments will be accepted through November 13, 2018.

Please send comments to:

Michele Phinney, Director

Office of Regulation and Policy Coordination

Maryland Department of Health

201 West Preston Street, Room 512

Baltimore, MD 21201

Or call 410-767-6499 (TTY 800-735-2258), or email to mdh.regs@maryland.gov, or fax to 410-767-6483.

Comments will be accepted through November 13, 2018. A public hearing has not been scheduled.



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

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MERRILL W. LOCKFAW, JR.
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SNOW HILL, MARYLAND
21863-1195

October 29, 2018

TO: Harold L. Higgins, Chief Administrative Officer
FROM: Kelly Shannahan, Assistant Chief Administrative Officer *KL*
SUBJECT: Christmas Turkey or Ham Gift Cards for Employees

As you are aware, for the past several years as part of the County Employee Appreciation Initiatives, the County Commissioners have presented each County employee with a Wal Mart gift card with instructions to use the gift card to purchase a turkey or ham at either of the two Super Wal Mart stores (with grocery sales) in Berlin or Pocomoke City for their holiday celebrations. Upon a recent review of prices, turkeys are selling for around \$1.28 per pound while spiral cut hams are selling for around \$2.38 per pound. Therefore the \$30 gift card could purchase up to a 23 pound turkey or a 12 pound ham, or perhaps a smaller turkey or ham with a little left over for trimmings.

Given that we now have roughly 674 County employees, if the Commissioners provide each employee with a \$30 gift card, the cost of this Holiday bonus will be approximately \$20,220. Sufficient funds are available in Account Number 100.1090.070.7500 to continue this program at a cost of \$30 per gift card.

Based upon the extremely positive response from employees regarding this gesture of appreciation, I recommend approval of this program for 2018 with each gift card valued at \$30. Please review this matter with the Commissioners and advise so that I may begin making the necessary arrangements as soon as possible.



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COMMISSIONERS
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SNOW HILL, MARYLAND

21863-1195

October 30, 2018

TO: Harold L. Higgins, Chief Administrative Officer
FROM: Kelly Shannahan, Assistant Chief Administrative Officer *KL*
SUBJECT: Commissioners' Meeting Schedule and Budget Schedule for 2019

Attached, please find a proposed schedule of the County Commissioners' meeting dates and a proposed Budget Schedule for calendar year 2019. For informational purposes, I have also attached a copy of the schedule of holidays for 2019 in accordance with the Personnel Rules and Regulations (Section 6.11.A). County Commissioners' meetings are generally held on the 1st and 3rd Tuesday of each month, except where such dates fall on a legal holiday or other conflicting event. In 2019, the New Years Holiday falls on a Tuesday and is followed immediately by the Maryland Association of Counties (MACo) Winter Conference in Cambridge, Maryland on Wednesday-Friday, January 2-4, 2019. As a result, I am proposing that the Commissioners meet on the 2nd and 4th Tuesdays in January which would be January 8 and 22, 2019. Regarding other conferences in 2019, please note that the National Hurricane Conference will be held from April 22-25, 2019 in New Orleans, but that will not pose a scheduling conflict if attended by any of the Commissioners or staff.

Regarding Legislative Sessions, the Code of Public Local Laws of Worcester County, Maryland (Section CG 2-203) provides that the County Commissioners may hold regular Legislative Sessions on the 2nd or 3rd Tuesday of each month. Since the Commissioners regularly meet on the 3rd Tuesday of each month, I have scheduled each 3rd Tuesday for a regular Legislative Session. I have also scheduled the 4th Tuesday in January (January 22, 2019) as a Special Legislative Session in case there are bills to introduce or legislative hearings to conduct.

Please review the proposed Schedule of Meeting Dates and Budget Schedule with the County Commissioners for their approval. If you or the Commissioners should have any questions or concerns with regard to this matter, please feel free to contact me.

DRAFT

2019

WORCESTER COUNTY COMMISSIONERS' MEETING DATES

The Worcester County Commissioners have established the following meeting dates for 2019. Regular meetings are generally held on the first and third Tuesday of each month, except where such dates fall on a legal holiday or other scheduling conflict. All meetings will be held in the Worcester County Government Center, Room 1101, One West Market Street, Snow Hill, Maryland with the open session to commence at 10:00 a.m. unless otherwise noted.

January 8, 2019*	Regular Meeting
January 22, 2019*	Regular Meeting - (Special Legislative Session)
February 5, 2019	Regular Meeting
February 19, 2019	Regular Meeting - (Legislative Session)
March 5, 2019	Regular Meeting
March 19, 2019	Regular Meeting - (Legislative Session)
April 2, 2019	Regular Meeting
	Work Session - Budget Review in the afternoon with Board of Education & Departments/Agencies
April 9, 2019	Work Session - Budget Review with Departments
April 16, 2019	Regular Meeting - (Legislative Session)
May 7, 2019	Regular Meeting - Budget Hearing
May 14, 2019	Budget Work Session
May 21, 2019	Regular Meeting - (Legislative Session) and Budget Work Session in the afternoon
May 28, 2019	Budget Work Session (if needed)
June 4, 2019	Regular Meeting - Budget Adoption
June 18, 2019	Regular Meeting - (Legislative Session)
July 2, 2019	Regular Meeting
July 16, 2019	Regular Meeting - (Legislative Session)
August 6, 2019	Regular Meeting
August 20, 2019	Regular Meeting - (Legislative Session)
September 3, 2019	Regular Meeting
September 17, 2019	Regular Meeting - (Legislative Session)
October 1, 2019	Regular Meeting
October 15, 2019	Regular Meeting - (Legislative Session)
November 5, 2019	Regular Meeting
November 19, 2019	Regular Meeting - (Legislative Session)
December 3, 2019	Regular Meeting
December 17, 2019	Regular Meeting - (Legislative Session)

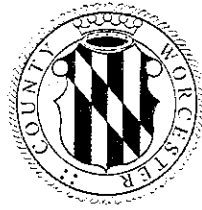
* Meet on 2nd and 4th Tuesday due to New Years Holiday and MACo Winter Conference, Jan. 2-4, 2019

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**WORCESTER COUNTY
FY 2020 Budget Schedule**

As of November 6, 2018

Thursday, December 13, 2018	FY2020 Operating Budget Information Distributed
Thursday, January 31, 2019	Department & Agency Operating Budget finalized in New World Systems
February 13, 14, 15, 2019	Departments meet with County Administrator and Budget Officer
Monday, February 25, 2019	Operating Budgets Submitted to County Administrator from Municipals and Ocean Pines Association Board of Education submit to County Administrator MOE for FY20 Board of Education submit to County Administrator Non-Recurring FY20
Tuesday, March 5, 2019	County Commissioners review requests of Municipalities & Ocean Pines Association
Wednesday, March 6, 2019	Operating Budget from Board of Education submitted to County Administrator
Tuesday, March 19, 2019	Requested FY2020 Consolidated Operating Budget to Commissioners Non-Recurring MOE Discussion–Deadline to file March 31 Maintenance of Effort Discussion - Deadline to file MOE Waiver is April 1
Tuesday, April 2, 2019	Budget work session/Discussion with Board of Education (start 1:00 pm) Commissioner Operating Budget Review with Selected Departments/Agencies
Tuesday, April 9, 2019	Commissioner Operating Budget Review with Selected Departments/Agencies
Tuesday, May 7, 2018	Requested FY2020 Operating Budget Public Hearing
Tuesday, May 14, 2019	Budget Work Session
Tuesday, May 21, 2019	Budget Work Session (start 1:00 pm)
Tuesday, May 28, 2019	Budget Work Session – (if needed)
Tuesday, June 4, 2019	FY2020 Consolidated General Fund Operating Budget Adopted Proposed FY2020 Enterprise Funds Public Hearing at Government Center
Tuesday, June 18, 2019	FY2020 Water & Wastewater Services Enterprise Fund Budget Adopted FY2020 Solid Waste Enterprise Fund Budgets Adopted



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Worcester County Government Holiday Schedule Calendar Year 2019

New Year's Day	Tuesday, January 1, 2019
Dr. Martin Luther King Jr.'s Birthday	Monday, January 21, 2019
Presidents' Day	Monday, February 18, 2019
Good Friday	Friday, April 19, 2019
Memorial Day	Observed on Monday, May 27, 2019
Independence Day	Thursday, July 4, 2019
Labor Day	Monday, September 2, 2019
Columbus Day	Observed on Monday, October 14, 2019
Veterans' Day	Monday, November 11, 2019
Thanksgiving Day	Thursday, November 28, 2019
Day After Thanksgiving	Friday, November 29, 2019
Christmas Eve (½ day - afternoon only)	Tuesday, December 24, 2019 at 12:00 noon
Christmas Day	Wednesday, December 25, 2019

Adopted in accordance with Section 6.11.A of the Worcester County Government Personnel Rules & Regulations.