

**AGENDA**  
**WORCESTER COUNTY COMMISSIONERS**

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

The public is invited to view this meeting live online at - <https://worcestercountymd.swagit.com/live>

**February 7th, 2023**

- |   |             |
|---|-------------|
|   | Item #      |
| 9:00 AM - Vote to Meet in Closed Session in Commissioners' Meeting Room – Room 1101<br>Government Center, One West Market Street, Snow Hill, Maryland   |             |
| 9:01 - Closed Session<br>(Discussion regarding a personnel update, requests to hire Custodial Worker II, Roads Worker II, Roads Worker III, Correctional Officer Trainee and certain personnel matters with human resources, receiving legal advice, and performing administrative functions)   |             |
| 10:00 - Call to Order, Prayer (Pastor Ken Elligson), Pledge of Allegiance   |             |
| 10:01 - Report on Closed Session; Review and Approval of Minutes from January 10 <sup>th</sup> , 2023 and January 17 <sup>th</sup> , 2023 Meetings  |             |
| 10:02 - Commendation for Years of Service, Proclamation for Children's Dental Health Month, Proclamation for Black History Month  | <b>1</b>    |
| 10:05 - Consent Agenda<br>(Housing Rehab Bid Recommendation and Waiver, Software Licensing Contract Amendment, Private Road Request, Rural Legacy Grant Applications, Rural Legacy Agreement of Sale, Bike and Pedestrian Coalition Support Letter)   | <b>2-7</b>  |
| 10:10 - Chief Administrative Officer: Administrative Matters<br>(Introduction from Senator Van Hollen's Office, Pocomoke Library Update, Orphan's Court Parking Request, State's Attorney Vehicle Request, Sheriff's Office Vehicle Request, Request to Bid Sale of Two Surplus Properties, Synthetic Ice Rink Discussion, Boat Landing Parking Discussion, West Ocean City Harbor Parking Discussion, Boat Landing Special Use Permit Discussion, Proposed Length of Service Award Program (LOSAP) Change, HB466 and HB467 Support Letter Request, HB119 Discussion, HB113 Support Letter Request, and Pending Board Appointments) | <b>8-22</b> |
| 11:45- Questions from the Press; County Commissioner's Remarks  |             |
| <b>Lunch</b>  |             |
| 1:00 PM - Commissioners attend Board of Education Meeting for Blueprint for Maryland's Future Update  |             |
| 2:30 PM - Chief Administrative Officer: Administrative Matters (if necessary)   |             |

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

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

January 10, 2023

Anthony W. Bertino, Jr., president  
Madison J. Bunting, Jr., vice president  
Caryn G. Abbott  
Theodore J. Elder  
Eric J. Fiori  
Joseph M. Mitrecic  
Diana Purnell

Following a motion by Commissioner Elder, seconded by Commissioner Bunting, the commissioners unanimously voted to meet in closed session at 9:00 a.m. in the Commissioners' Conference Room to discuss legal and personnel matters permitted under the provisions of Section 3-305(b)(1) and (7) of the General Provisions (GP) Article of the Annotated Code of Maryland and to perform administrative functions permitted under the provisions of Section GP 3-104. Also present at the closed session were Chief Administrative Officer Weston Young, Deputy Chief Administrative Officer Candace Savage, County Attorney Roscoe Leslie, Public Information Officer Kim Moses, Human Resources Director Stacey Norton; Public Works Director Dallas Baker; Environmental Programs Director Bob Mitchell, Sheriff Matt Crisafulli, and Chief Deputy Nate Passwaters. Topics discussed and actions taken included the following: hiring Thomas Seaton as a landfill operator II, Zachary Parker as a maintenance supervisor and certain personnel matters with human resources; receiving legal advice from counsel; and performing administrative functions, including: an update from the Sheriff's Office, and board appointments.

Following a motion by Commissioner Mitrecic, seconded by Commissioner Purnell, the commissioners unanimously voted to adjourn their closed session at 10:07 a.m.

After the closed session, the commissioners reconvened in open session. Commissioner Bertino called the meeting to order, and following a morning prayer by Snow Hill Mennonite Church Pastor Brian King and pledge of allegiance, announced the topics discussed during the December 20, 2022 afternoon closed session and the January 10, 2023 morning closed session.

The commissioners reviewed and approved the open and closed session minutes of their December 20, 2022 meeting as presented.

The commissioners presented a proclamation recognizing January as Mentoring Month to Tyler Phillips of Big Brothers Big Sisters (BBBS) of the Eastern Shore. Mr. Phillips stressed the need for caring adult mentors to partner with BBBS and invited the public to take part in the next organization's Bowl for Kids' Sake fundraiser on March 19, 2023 at Ocean Lanes in Ocean City from 12:00 – 2:00 p.m.

Finance Officer Phil Thompson provided an overview of the State Department of Assessment and Taxation (SDAT) press release issued December 29, 2022 announcing that

property values rose by 20.6% following the 2023 reassessment of 779,573 residential and commercial properties Statewide in the Group 2 category, which in Worcester County represents 18% of the total assessable base and equates to a 30.8% total value increase. Mr. Thompson stated that this will result in a very modest overall increase of 3.9% or roughly \$6 million in property tax revenues to the County. To clear up any public confusion regarding the wording of this State press release, he advised that the percentage increase noted in the SDAT release is a total value increase, which will either be phased in over a three-year period or limited to a 3% increase per year for those who participate in the Homeowners Tax Credit program. Mr. Thompson stated that the County has the third lowest property tax rate, and this revenue accounts for approximately two-thirds of the overall County budget.

Pursuant to the recommendation of Budget Officer Kim Reynolds and upon a motion by Commissioner Elder, the commissioners unanimously accepted a grant of \$98,417 from the Governor's Office of Crime Control and Prevention to purchase 11 binocular night vision devices for the Sheriff's Office STAR Team.

Pursuant to the recommendation of Public Works Director Dallas Baker and upon a motion by Commissioner Mitrecic, the commissioners voted 6-1, with Commissioner Bertino voting in opposition, to approve the purchase of two 2023 Ford Explorers for two grant-funded Vulnerable Adult Task Force positions in the State's Attorney's Office, one at a cost of \$41,500 from Hertrich Ford of Pocomoke, and one for \$41,720 from Lindsay Ford of Wheaton, Maryland. In response to a question by Commissioner Bunting, State's Attorney Kris Heiser confirmed that if the grant is not renewed, the positions will be eliminated, and the vehicles will be returned to the County's motor pool.

Pursuant to the request of Ms. Heiser and upon a motion by Commissioner Mitrecic, the commissioners voted 6-1, with Commissioner Bunting voting in opposition, to utilize a \$50,000 Maryland Criminal Intelligence Network (MCIN) grant as follows: \$6,000 for overtime involving cases being investigated by the Maryland State Police, and \$44,000 as reimbursement to the General Fund for existing employee salaries.

The commissioners conducted a public hearing on the requested five-year Capital Improvement Plan (CIP) for FY24 - FY28. Budget Officer Kim Reynolds informed the commissioners and the public that the CIP is strictly a planning document the County will use in preparing future operating budgets, anticipating the future financial needs of the County, and identifying possible funding resources. Therefore, a project's inclusion in the CIP does not constitute a guarantee of future approval or funding from the County. She then reviewed the CIP and advised that projects totaling \$208,072,818 are proposed over the five-year period. Of these projects, \$34,585,765 or 16% is proposed to come from the Assigned Funds and \$120,655,353 or 58% from general bond funds. The remaining portion would come from grant funds, state match funds, user fees, assigned funds, private donations and enterprise bonds.

Commissioner Bertino opened the floor to receive public comment.

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

Upon a motion by Commissioner Purnell, the commissioners unanimously adopted Resolution No. 23-01 approving and adopting the Worcester County Five-Year Capital

Improvement Plan FY24 - FY28.

Pursuant to the request of Procurement Officer Nicholas Rice and Environmental Programs Director Bob Mitchell and upon a motion by Commissioner Elder, the commissioners unanimously awarded the best bid of \$1,478,000 for the Coastal Resiliency and Living Shoreline Project at Selsey Road to Shoreline Design.

In a related matter, pursuant to the request of Mr. Rice and Mr. Mitchell and upon a motion by Commissioner Elder, the commissioners unanimously accepted the proposal of \$30,000 from Coastline Design PC for construction inspection services for the Coastal Resiliency and Living Shoreline Project.

At the request of the commissioners, Recreation and Parks Director Kelly Rados provided an update on the synthetic ice rink following its December 2019 acquisition, including revenues, expenditures, usage, and noted that eight to 10 staff are needed to set up and take down the equipment. She also proposed implementing a rental fee for the rink. Ms. Rados confirmed that the rink is a service that Recreation and Parks offers to the community and it does not pay for itself.

Commissioner Bertino noted that the rink was promoted as a moneymaker for the County; however, promises that it would generate revenues of \$60,000 never panned out. In response to a question by Commissioner Bertino, Ms. Rados advised that the rink was set up at two separate locations in 2022. Commissioner Bunting stated that, when the former director had first presented a proposal to purchase the rink, he had told the commissioners that it would make money. Commissioner Mitrecic stated that recreation facilities and equipment were not designed to make money, but rather to provide opportunities to County youth and adults. He noted that, while it would be a disservice to the citizens to eliminate the rink, it would be wise to look at revising the fee structure for some activities and programs to more closely align revenues and expenditures. Commissioners Elder and Purnell concurred, noting that the rink provides area youth with opportunities to skate, and she opposed getting rid of the rink. Commissioner Elder noted that the commissioners should not compare the financials for this program to that of a business; however, he supported looking at opportunities to reduce costs.

Commissioner Abbott noted that there were only two events last year and asked Ms. Rados if she felt that the rink was a good use of manpower and hours. Ms. Rados advised that the longer setup in Snow Hill in December is a good use. She advised that the town operated the rink for half of the time and generated revenue, and the County operated the rink for the second half in conjunction with programs like Skate with Santa, Toys for Tots, and open skating during the Christmas break, which are nice community events for the southern end of the County. She noted that many of the children who participated in these events had never skated before.

Commissioner Fiori agreed that recreation is a service, not a business, but felt that the resources could be better allocated and have a much greater impact. Following some discussion and upon a motion by Commissioner Bunting, the commissioners voted 4-3, with Commissioners Abbott, Bertino, Bunting, and Fiori voting in favor and Commissioners Elder, Mitrecic, and Purnell voting in opposition, to task staff with determining the best course to either sell or donate the rink and determine where the cargo trailer can be used within the County.

At the request of the commissioners, Ms. Rados provided an update on the current status

of the five-year lease between the County and Thrive Engineering, LLC (licensee), which allows the Alyosha catamaran to occupy 64 feet of dock space along the bulkhead from the boat ramp to the Governor's Dock at the West Ocean City (WOC) commercial harbor, at an annual cost of \$8,500 annually, minus \$5,500 for County advertising space on the sails and corporate sponsorships. The agreement includes a clause allowing either party to cancel the agreement with a 90-day notice.

Commissioner Bunting stated that the dock should be available for use by recreational boaters, and allowing this use was wrong. Commissioner Mitrecic stated that he has received no complaints about this use. He stated that it does generate income, which could be used to pay the deficit on the ice rink. Commissioner Elder stated that it would be wrong to break the agreement, but he could support eliminating the County advertising. Commissioner Fiori stated that the Alyosha has affected the flow of the boat ramp and caused a delay in the loading and unloading of boats because there is nowhere to stage their vessels. He stated that the detriment to the boaters far outweighs the \$8,500 lease payment to the County, a payment that is pennies on the dollar when compared with what the owners of the Alyosha would be required to pay if they leased a commercial boat slip that could accommodate this size boat.

In response to a question by Commissioner Purnell, Chief Administrative Officer Weston Young stated that the County could prorate the lease fee if the commissioners opt to cancel the lease.

Upon a motion by Commissioner Bunting, the commissioners voted 5-2, with Commissioners Mitrecic and Purnell voting in opposition, to give Thrive Engineering, LLC, the operator of the Alyosha, the 90-day notice required to cancel the current agreement.

The commissioners reviewed and discussed various board appointments.

Upon a nomination by Commissioner Purnell, the commissioners unanimously agreed to reappoint Gregory Purnell to the Tourism Advisory Committee.

Upon a nomination by Commissioner Abbott, the commissioners unanimously agreed to reappoint Mickey Ashby to the Ethics Board.

Upon nominations by Commissioner Fiori, the commissioners unanimously agreed to reappoint Vonnie Brown and Mary White to the Social Services Board.

Upon nominations by Commissioner Elder, the commissioners unanimously agreed to reappoint Ed Phillips and Allen Hudson to the Agricultural Preservation Advisory Board, Tom Babcock to the Agricultural Reconciliation Board, Mark Bargar to the Building Code Appeals Board, Carl Smith to the Board of Electrical Examiners, George Dix to the Solid Waste Advisory Board, and Commissioner Diana Purnell to the Social Services Board.

Upon a nomination by Commissioner Bunting, the commissioners unanimously agreed to reappoint Eric Gray, Sue Abell-Rodden, and Colonel Doug Dods to the Drug and Alcohol Abuse Council.

The commissioners answered questions from the press, after which they adjourned to meet again on January 17, 2023.

**DRAFT**

**Minutes of the County Commissioners of Worcester County, Maryland**

January 17, 2023

Joseph M. Mitrecic, President  
Theodore J. Elder, Vice President  
Caryn G. Abbott  
Anthony W. Bertino, Jr.  
Madison J. Bunting, Jr.  
Eric J. Fiori  
Diana Purnell

Following a motion by Commissioner Elder, seconded by Commissioner Bunting, the commissioners unanimously voted to meet in closed session at 9:00 a.m. in the Commissioners' Conference Room to discuss legal and personnel matters permitted under the provisions of Section 3-305(b)(1) and (7) of the General Provisions (GP) Article of the Annotated Code of Maryland and to perform administrative functions permitted under the provisions of Section GP 3-104. Also present at the closed session were Chief Administrative Officer Weston Young, Deputy Chief Administrative Officer Candace Savage, County Attorney Roscoe Leslie, Public Information Officer Kim Moses, Human Resources Director Stacey Norton, and Lieutenant Bob Trautman. Topics discussed and actions taken included the following: certain personnel matters with human resources; receiving legal advice from counsel; and performing administrative functions, including: an update from the Sheriff's Office, discussing potential board appointments, and receiving an FY23 monthly financial update.

Following a motion by Commissioner Mitrecic, seconded by Commissioner Bunting, the commissioners unanimously voted to adjourn their closed session at 10:02 a.m. to attend the Oath of Office ceremony for the members of the Board of Education.

The commissioners reconvened in open session at 11:30 a.m. Commissioner Bertino called the meeting to order, and following a morning prayer by Davida Washington of Development Review and Permitting and pledge of allegiance, announced the topics discussed during the morning closed session.

Upon a motion by Commissioner Purnell, the commissioners unanimously approved by consent agenda item numbers 1-4 as follows: bid specifications for the rehabilitation of two, single-family homes in the Snow Hill and Pocomoke areas; the low bid of \$32,192 from Atlantic Pumping, Inc. for portable toilet services at various County locations; an application to recertify the Maryland Agricultural Land Preservation Program through June 30, 2028; Maryland Agricultural Land Preservation matching funds of \$75,000 for easement acquisition program.

The Commissioners met with Finance Officer Phil Thompson and Chris Hall of TGM Group, LLC, Certified Public Accountants to review the County's Annual Comprehensive Financial Report (ACFR) for the Fiscal Year ending June 30, 2022. Mr. Thompson stated that this is the most important financial document the County produces each year, and it is placed on file with the federal clearing house, the State of Maryland, and many other entities the County

does business with. He then reviewed the contents of the document and advised that the greatest change in the FY22 report is the impact on the Other Post-Employment Benefits (OPEB) liability for General Government, which decreased by more than \$22.47 million and effectively became an asset totaling \$13.3 million in FY22. Similarly, the OPEB liability for the Board of Education (BOE) decreased from \$427.8 million in FY21 to \$151 million at the end of FY22. The total OPEB liability decreased by almost \$300 million in FY22, making the County's funding goals more realistic and attainable than ever before.

Mr. Thompson then announced that the County was awarded the Certificate of Achievement for Excellence in Financial Reporting for the fourteenth consecutive year by the Government Finance Officers Association (GFOA) of the United States and Canada for its ACFR for FY21. This award is the highest form of recognition awarded to local governments in the areas of accounting and financial reporting and assures the users of the County's financial statements that the County is complying with the most recent accounting and finance pronouncements in a format that is widely acceptable. He recognized key members of the finance team, Deputy Chief Administrative Officer Candace Savage, Budget Officer Kim Reynolds, Deputy Finance Officer Jessica Wilson, Tax Manager Michelle Carmean, and Enterprise Fund Controller Barbara Hitch for their contributions to the creation of this document.

Mr. Hall reviewed the Independent Auditors' Report, issuing Worcester County an unmodified opinion, which represents the highest assurance TGM can give. He then reviewed the Independent Auditor's Report and other areas of the ACFR. He commended the County's financial team for the job they do and for partnering with TGM auditors to complete this project. The commissioners thanked Mr. Hall and his team for all their work.

The commissioners met in legislative session.

The commissioners conducted a public hearing on Bill 23-01 (Emergency Services – General Provisions), which was introduced by Commissioners Bertino, Bunting, Abbot, Elder, Fiori, Mitrecic, and Purnell on December 20, 2022. Development Review and Permitting Director Jennifer Keener reviewed the bill, which would amend the Public Safety Article to include a provision for the naming of a private lane and installation of signage when it is to be served by three or more buildable lots, and to clarify the responsible party for any costs associated. Public Hearing on Electrical Standards Bill 23-02

Commissioner Bertino opened the floor to receive public comment.

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

Upon a motion by Commissioner Bunting, the commissioners unanimously adopted Bill 23-01 as presented.

The commissioners conducted a public hearing on Bill 23-02 Electrical Standards, which was introduced by Commissioners Bertino, Bunting, Abbot, Elder, Fiori, Mitrecic, and Purnell on December 20, 2022. Ms. Keener reviewed the bill, which would repeal and reenact this subtitle for consistency with the Maryland Electricians Act as revised and adopted by the Maryland General Assembly during the 2021 and 2022 legislative sessions.

Commissioner Bertino opened the floor to receive public comment.

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

Upon a motion by Commissioner Bunting, the commissioners unanimously adopted Bill 23-02 as presented.

Commissioner Bertino closed the legislative session.

Pursuant to the request of Procurement Officer Nicholas Rice and upon a motion by Commissioner Bunting, the commissioners unanimously awarded the low bid of \$108,247.85 from Lane Enterprises, Inc. for the purchase of corrugated metal and plastic pipe for the Roads Division of Public Works.

Pursuant to the request of Mr. Rice and upon a motion by Commissioner Bunting, the commissioners unanimously authorized the ordering and purchasing of the following vehicles from Hertrich Fleet, the sole bidder: \$30,164 for a compact SUV for Development Review and Permitting; \$48,215 for one ¾-ton 4x4 full-size, double extended cab pickup truck for Emergency Services; \$57,748 for one ¾-ton full-size pickup truck with plow for the Maintenance Division, and \$63,688 for one ¾-ton full-size double/extended cab pickup truck with plow for the Roads Division of Public Works. Mr. Rice stated that each vehicle's pricing came in over the approved budget amount due to supply chain shortages and related issues; however, staff found savings in other areas of their budgets to cover the overages. Commissioner Bertino thanked staff for identifying funds within their departmental budgets to cover these costs.

Pursuant to the recommendation of Chief Administrative Officer Weston Young and upon a motion by Commissioner Mitrecic, the commissioners unanimously agreed to seek support from the other Eastern Shore Code Home Rule Counties for enabling legislation granting the Eastern Shore Code Home Rule Counties the authority to increase the hotel room tax from five percent to a maximum of six percent. Mr. Young stated that a year ago the commissioners endorsed a request from the Ocean City Mayor and Council for this legislation. He advised that since that time, the County was informed that they would need support from the other Eastern Shore Code Home Rule Counties to introduce this legislation. In response to a question by Commissioner Bunting, Mr. Young confirmed that this is strictly enabling legislation, and if passed, it would require a unanimous vote from the commissioners to raise the room tax rate.

The commissioners reviewed and discussed various board appointments.

Upon a nomination by Commissioner Bunting, the commissioners unanimously agreed to reappoint Debbie HILEMAN to the Housing Review Board.

Upon a nomination by Commissioner Fiori, the commissioners unanimously agreed to appoint Ivy Wells to the Local Development Council for the Ocean Downs Casino.

Upon a nomination by Commissioner Abbott, the commissioners unanimously agreed to appoint the 18 youth selected by the Health Department to the Worcester County Youth Council.

Following concerns raised by Commissioner Mitrecic, the commissioners unanimously agreed to send a letter of concern to Representative Andy Harris regarding the seismic testing taking place off the Atlantic Coast, which could be responsible for the growing number of recent whale deaths.

In follow up to their January 10, 2023 discussions about the Alyosha, Commissioner Mitrecic noted that it costs roughly \$7,200 annually to lease a 100-foot boat dock capable of housing up to two vessels at the West Ocean City commercial harbor, so the Alyosha's lease was



**DRAFT**

considerably higher. He then reviewed the Alyosha's 2022 operations, including its participation in the County's annual Harbor Day at the Docks festival.

The commissioners answered questions from the press, after which they adjourned to meet again on February 7, 2023.

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



OFFICE OF THE  
COUNTY COMMISSIONERS

# Worcester County

GOVERNMENT CENTER  
ONE WEST MARKET STREET • ROOM 1103

SNOW HILL, MARYLAND

21863-1195

WESTON S. YOUNG, P.E.  
CHIEF ADMINISTRATIVE OFFICER  
CANDACE I. SAVAGE, CGFM  
DEPUTY CHIEF ADMINISTRATIVE OFFICER  
ROSCOE R. LESLIE  
COUNTY ATTORNEY

COMMISSIONERS  
ANTHONY W. BERTINO, JR., PRESIDENT  
MADISON J. BUNTING, JR., VICE PRESIDENT  
CARYN G. ABBOTT  
THEODORE J. ELDER  
ERIC J. FIORI  
JOSEPH M. MITRECIC  
DIANA PURNELL

## COMMENDATION

**WHEREAS**, Bernard Bowen has contributed 24 years of dedicated service to the Water and Wastewater Division of Worcester County Public Works where he began his career on March 10, 1999; and

**WHEREAS**, Mr. Bowen’s expertise and experience as a plant operator III have been instrumental in the overall management of the Water and Wastewater Division, where he performed the mechanical maintenance, operation, and inspection of the County’s water treatment works, wastewater treatment plants, and wastewater collection and pumping systems.

**NOW, THEREFORE**, we the County Commissioners of Worcester County, Maryland, do hereby commend **Bernard Bowen** for his years of devoted service to Worcester County, and we wish him a happy and healthy retirement.

Executed under the Seal of the County of Worcester, State of Maryland, this 7<sup>th</sup> day of February, in the Year of Our Lord Two Thousand and Twenty-Three.

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Anthony W. Bertino, Jr., President

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Madison J. Bunting, Jr., Vice President

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Caryn G. Abbott

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Eric J. Fiori

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JOSEPH M. MITRECIC  
DIANA PURNELL

## PROCLAMATION

**WHEREAS**, we join with health professionals from the Worcester County Health Department, which operates the Worcester County Dental Center (WCDC), to highlight February as National Children’s Dental Health Month; and

**WHEREAS**, the WCDC, which has provided dental services to 2,300 children since opening in 2011 and completes approximately 2,500 appointments annually, focuses on prevention and education by emphasizing the need for each child to see the dentist by “first tooth or first birthday.” We recognize that the WCDC has become a cornerstone of community health for its role in helping area children establish a lifetime pattern of positive oral health habits.

**NOW, THEREFORE**, we the County Commissioners of Worcester County, Maryland, do hereby proclaim February as **Children’s Dental Health Month**.

Executed under the Seal of the County of Worcester, State of Maryland, this 7<sup>th</sup> day of February, in the Year of Our Lord Two Thousand and Twenty-Three.



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

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Madison J. Bunting, Jr., Vice President

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Caryn G. Abbott

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DEPUTY CHIEF ADMINISTRATIVE OFFICER  
ROSCOE R. LESLIE  
COUNTY ATTORNEY

## PROCLAMATION

**WHEREAS**, during Black History Month, we reflect on the words of Carter G. Woodson, the father of black history, “We should emphasize not Negro History, but the Negro in history. What we need is not a history of selected races or nations, but the history of the world void of national bias, race hate, and religious prejudice”; and

**WHEREAS**, we recognize historic figures whose contributions helped to shape Worcester County, like former slave Isaiah “Uncle Zear” Fassett who in 1844 gained his freedom and joined the Union Army; Reverend Charles A. Tindley who penned the gospel hymn and Civil Rights Movement anthem “We Shall Overcome”; Leola M. Smack, the first black teacher at Buckingham Elementary School, who developed programs that continue to empower at-risk youth, and James L. Purnell, Jr., who played a key role in replacing the at-large election system with district voting, which hinges on maintaining a majority minority district, and who became the first black commissioner.

**NOW, THEREFORE**, we the County Commissioners of Worcester County, Maryland, do hereby proclaim February 2023 as **Black History Month** and encourage citizens to visit historic places and take part in activities that help to capture Worcester County’s diverse people and history.

Executed under the Seal of the County of Worcester, State of Maryland, this 7<sup>th</sup> day of February, in the Year of Our Lord Two Thousand and Twenty-Three.



\_\_\_\_\_  
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Joseph M. Mitrecic

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



DEPARTMENT OF  
DEVELOPMENT REVIEW AND PERMITTING

**Worcester County**

GOVERNMENT CENTER  
ONE WEST MARKET STREET, ROOM 1201  
SNOW HILL, MARYLAND 21863  
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[www.co.worcester.md.us/drp/drpindex.htm](http://www.co.worcester.md.us/drp/drpindex.htm)

ZONING DIVISION  
BUILDING DIVISION  
ADMINISTRATIVE DIVISION

DATA RESEARCH DIVISION  
CUSTOMER SERVICE DIVISION  
TECHNICAL SERVICES DIVISION

# Memorandum

**To:** Worcester County Commissioners  
**CC:** File  
**From:** Davida T. Washington  
**Date:** 02/07/2023  
**Re:** Housing Rehabilitation Program Berlin #3 Project – B. Purnell  
Housing Rehabilitation Program Berlin #4 Project – B. Purnell

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I am requesting permission to request a waiver (3 bid minimum) from DHCD and your acceptance of the 2 bids from: **Poseidon Plumbing and Home Services (\$22,646.80) and Poseidon Plumbing and Home Services (\$16,531.60)** for the proposed renovations pertaining to a housing rehabilitation project located in Berlin, MD. This acceptance is contingent upon approval of a waiver request from DHCD. A copy of the draft letter is attached.

Two bid openings were held on Monday, October 17 and November 28 for the proposed renovations. The following bids were received November 28:

<b>Berlin #3 - Colossal Contractors</b>	<b>\$39,500.00</b>
<b>Berlin #3 - Posiedon Plumbing and Home Services</b>	<b>\$22,646.80</b>
<b>Berlin #4 – Posiedon Plumbing and Home Services</b>	<b>\$16,531.60</b>
<b>Berlin #4 – Colossal Contractors</b>	<b>\$36,000.00</b>

Copies of the scope of work and proposed costs are attached for your review.

PROJECT: BARBARA PURNELLDATE: 08-22-2022ADDRESS: 10319 GERMANTOWN ROADBERLIN, MD 21811PHONE: 410-641-0638

## SCOPE OF WORK

**A: Contractor is to obtain all necessary permits. (If a contractor is awarded another project for the same property we will only require one building permit.)**

**PRICE: \$3,500.00**

**B: Hall bathroom renovations: Remove wall hung sink, toilet, tub and shower tile surround, all wall coverings including drywall and tile, finished flooring and any damaged sub flooring. Contractor is to install new sub flooring to replace any damaged and sub flooring is to match existing in thickness. Sub flooring is to be glued and screw nailed down. Insulate any exterior wall cavities with R-13 Kraft faced fiberglass insulation. Contractor is to provide and install one four (4) piece fiberglass tub/shower unit with a window trim kit. New tub/shower is to have a Moen or equal tub /shower faucet with diverter and shower head. Contractor is to install one (1) bath fan/light combination and it is to be vented to the exterior. Contractor is to install one wall hung light fixture above the new mirror. Contractor is to install one (1) GFCI wall outlet. Provide and install ½ inch, green board drywall, on walls and ceiling. Drywall is to be hung, taped, and finished to as smooth paintable surface. Install ¼ inch lauan underlayment. Underlayment is to be glued and stapled down with all smooth joints. Contractor is to provide and install new vinyl plank finish flooring per manufacturer's instructions. Provide and install new standard base moulding and shoe moulding. Provide and install one (1) white, tall, elongated toilet with new wax ring seal. Provide and install one (1) new 24 inch vanity with Moen Chateau or equal faucet. Provide new water shut off valves for the toilet and vanity faucet water supply lines. Contractor is to include the painting of all new work, two coats, with owner's choice on the color. Contractor is to supply and install one (1) standard wall mirror, as well as a chrome toilet paper holder and two (2) towel bars. Contractor is to clean up and haul away all construction related debris.**

**PRICE: \$22,000.00**

**C: Contractor is to install new smoke detectors throughout the house to meet current Code. They are to have ten (10) year lithium battery backup. If it presents a hardship to the contractor and owner, installing all interconnected units, the just battery operated units will suffice. Contractor is to supply and install GFCI outlets in the kitchen area and both bathrooms. Contractor is to replace the existing sub panel fuse box that exists in the basement. Contractor shall install a Square D or equal breaker**

style sub panel to meet electrical needs. Contractor is to install all missing plastic knock out breaker covers missing in existing electric panel box. Contractor is to have the existing fuel oil burner cleaned and serviced by a licensed HVAC mechanic.

PRICE: \$7,500.00

D: Contractor is to supply and install R-19 Kraft faced fiberglass insulation in the existing crawlspace and basement floor joist areas. Contractor is to supply and install 6 mil poly vapor barrier in the crawlspace to completely cover the ground area. Contractor to install as possible R-30 fiberglass insulation in the existing attic area

PRICE: \$6,500.00

TOTAL PRICE: \$39,500.00

SIGNATURE: 

PRINTED NAME: Juan R. Navarro

TITLE: President

COMPANY NAME: Colossal Contractors, Inc.

ADDRESS: 4601 Sandy Spring Road

Burtonsville, MD 20866

PHONE NUMBERS: OFFICE: (301) 476- 9060 CELL:

MHIC#: 122805 EXPIRATION DATE: 08/09/2024

DATE OF PROPOSAL: 11/28/2022

PROJECT: BARBARA PURNELL -Berlin #3DATE: 08-22-2022ADDRESS: 10319 GERMANTOWN ROADBERLIN, MD 21811PHONE: 410-641-0638

## SCOPE OF WORK

A: Contractor is to obtain all necessary permits. (If a contractor is awarded another project for the same property we will only require one building permit.)

PRICE: \$250.00

B: Hall bathroom renovations: Remove wall hung sink, toilet, tub and shower tile surround, all wall coverings including drywall and tile, finished flooring and any damaged sub flooring. Contractor is to install new sub flooring to replace any damaged and sub flooring is to match existing in thickness. Sub flooring is to be glued and screw nailed down. Insulate any exterior wall cavities with R-13 Kraft faced fiberglass insulation. Contractor is to provide and install one four (4) piece fiberglass tub/shower unit with a window trim kit. New tub/shower is to have a Moen or equal tub /shower faucet with diverter and shower head. Contractor is to install one (1) bath fan/light combination and it is to be vented to the exterior. Contractor is to install one wall hung light fixture above the new mirror. Contractor is to install one (1) GFCI wall outlet. Provide and install ½ inch, green board drywall, on walls and ceiling. Drywall is to be hung, taped, and finished to as smooth paintable surface. Install ½ inch lauan underlayment. Underlayment is to be glued and stapled down with all smooth joints. Contractor is to provide and install new vinyl plank finish flooring per manufacturer's instructions. Provide and install new standard base moulding and shoe moulding. Provide and install one (1) white, tall, elongated toilet with new wax ring seal. Provide and install one (1) new 24 inch vanity with Moen Chateau or equal faucet. Provide new water shut off valves for the toilet and vanity faucet water supply lines. Contractor is to include the painting of all new work, two coats, with owner's choice on the color. Contractor is to supply and install one (1) standard wall mirror, as well as a chrome toilet paper holder and two (2) towel bars. Contractor is to clean up and haul away all construction related debris.

PRICE: 17,375.20

C: Contractor is to install new smoke detectors throughout the house to meet current Code. They are to have ten (10) year lithium battery backup. If it presents a hardship to the contractor and owner, installing all interconnected units, the just battery operated units will suffice. Contractor is to supply and install GFCI outlets in the kitchen area and both bathrooms. Contractor is to replace the existing sub panel fuse box that exists in the basement. Contractor shall install a Square D or equal breaker




style sub panel to meet electrical needs. Contractor is to install all missing plastic knock out breaker covers missing in existing electric panel box.

PRICE: 5,021.60

**D: Contractor is to supply and install R-19 Kraft faced fiberglass insulation in the existing crawlspace and basement floor joist areas. Contractor is to supply and install 6 mil poly vapor barrier in the crawlspace to completely cover the ground area. Contractor to install as possible R-30 fiberglass insulation in the existing attic area. Contractor is to have the existing fuel oil burner cleaned and serviced by a licensed HVAC mechanic. (Shore UP – Dorrence Reid)**

TOTAL PRICE: \$ 22,646.80

SIGNATURE: 

PRINTED NAME: Matt Staehr

TITLE: member, LLC

COMPANY NAME: Poseidon Plumbing and Home Services

ADDRESS: 12637 sunset Ave #1  
Ocean City, MD 21842

PHONE NUMBERS: OFFICE: 410-251-1096 CELL: 443-856-2860

MHIC#: 135020 EXPIRATION DATE: 10-12-2023

DATE OF PROPOSAL: 1/11/2023

PROJECT: BARBARA PURNELLDATE: 08-22-2022ADDRESS: 10319 GERMANTOWN ROADBERLIN, MD 21811PHONE: 410-641-0638**SCOPE OF WORK**

**A: Contractor is to obtain all necessary permits. (If a contractor is awarded another project for the same property we will only require one building permit.)**

**PRICE: \$3,500.00**

**B: Half bath renovations: Remove pedestal sink, and toilet. Remove tile finish flooring. Remove damaged plywood subflooring. Remove wall and ceiling drywall/ coverings and any towel bars etc. Contractor is to install new plywood sub flooring, same thickness as existing. Plywood is to be glued and screw nailed down. Insulate any exterior wall cavities with R- 13 Kraft faced fiberglass insulation. Contractor is to supply and install a bath fan/light combination, vented to the exterior. Contractor is to provide and install one (1) wall hung light fixture above the mirror with separate switch. Contractor is to provide and install one (1) GFCI wall outlet. Install ½ inch green board drywall. Drywall is to be taped and finished to a smooth paintable surface. Install ¼ inch lauan underlayment. Underlayment to be glued and stapled down with smoothed joints. Contractor is to provide and install new vinyl plank finish flooring per manufacturer's instructions. Provide and install standard base moulding and shoe moulding. Provide and install one (1) new white tall elongated toilet with new wax ring seal. Provide and install one (1) new white pedestal sink with Moen Chateau or equal faucet. Provide new shut all valves for toilet and sink water supply lines. Contractor is to include painting of all new work, two coats, with owner's choice on color. Contractor is to supply a standard wall mirror, as well as a chrome toilet paper holder and a towel bar. Contractor is to clean up and remove all construction related debris.**

**PRICE: \$22,000.00**

**C: Contractor is to provide and install one (1) laundry gray box with supply and drain lines for existing washing machine. Contractor is to install a graspable hand rail the entire length of the basement stairs per current Code. Contractor is to supply and install one (1) submersible sump pump in the existing sump pit in the basement with drain line to the exterior. The drain line is to have a back check valve installed on it. The existing dryer is to have a vent installed that vents to the exterior and meets current Code. Contractor is to supply and install one (1) range hood fan/light combination that circulates to the interior.**

**PRICE: \$7,500.00**

D: Lead Abatement: Entry door jamb and enclosed porch ceiling.

PRICE: \$3,000.00

TOTAL PRICE: \$36,000.00

SIGNATURE:



PRINTED NAME:

Juan R. Navarro

TITLE:

President

COMPANY NAME:

Colossal Contractors, Inc.

ADDRESS:

4601 Sandy Spring Road

PHONE NUMBERS:

OFFICE: (301) 476- 9060

CELL:

MHIC#:

122805

EXPIRATION DATE:

08/09/2024

DATE OF PROPOSAL:

11/28/2022

PROJECT: BARBARA PURNELL Berlin #4DATE: 08-22-2022ADDRESS: 10319 GERMANTOWN ROADBERLIN, MD 21811PHONE: 410-641-0638

## SCOPE OF WORK

A: Contractor is to obtain all necessary permits. (If a contractor is awarded another project for the same property we will only require one building permit.)

PRICE: \$ 250.00

B: Half bath renovations: Remove pedestal sink, and toilet. Remove tile finish flooring. Remove damaged plywood subflooring. Remove wall and ceiling drywall/ coverings and any towel bars etc. Contractor is to install new plywood sub flooring, same thickness as existing. Plywood is to be glued and screw nailed down. Insulate any exterior wall cavities with R- 13 Kraft faced fiberglass insulation. Contractor is to supply and install a bath fan/light combination, vented to the exterior. Contractor is to provide and install one (1) wall hung light fixture above the mirror with separate switch. Contractor is to provide and install one (1) GFCI wall outlet. Install ½ inch green board drywall. Drywall is to be taped and finished to a smooth paintable surface. Install ¼ inch lauan underlayment. Underlayment to be glued and stapled down with smoothed joints. Contractor is to provide and install new vinyl plank finish flooring per manufacturer's instructions. Provide and install standard base moulding and shoe moulding. Provide and install one (1) new white tall elongated toilet with new wax ring seal. Provide and install one (1) new white pedestal sink with Moen Chateau or equal faucet. Provide new shut all valves for toilet and sink water supply lines. Contractor is to include painting of all new work, two coats, with owner's choice on color. Contractor is to supply a standard wall mirror, as well as a chrome toilet paper holder and a towel bar. Contractor is to clean up and remove all construction related debris.

PRICE: \$ 9,015.60

C: Contractor is to provide and install one (1) laundry gray box with supply and drain lines for existing washing machine. Contractor is to install a graspable hand rail the entire length of the basement stairs per current Code. Contractor is to supply and install one (1) submersible sump pump in the existing sump pit in the basement with drain line to the exterior. The drain line is to have a back check valve installed on it. The existing dryer is to have a vent installed that vents to the exterior and meets current Code. Contractor is to supply and install one (1) range hood fan/light combination that circulates to the interior.

PRICE: \$ 3,616.00

D: Lead Abatement: Entry door jamb and enclosed porch ceiling.

PRICE: \$3,650.00

TOTAL PRICE: \$16,531.60

SIGNATURE: 

PRINTED NAME: Matt Stoehr

TITLE: member, LLC

COMPANY NAME: Poseidon Plumbing and Home Services

ADDRESS: 12637 sunset Ave #1

Ocean city, MD 21842

PHONE NUMBERS: OFFICE: 410-251-1096 CELL: 443-856-2860

MHIC#: 135020

EXPIRATION DATE: 10-12-2023

DATE OF PROPOSAL: 1/11/2023



DEPARTMENT OF  
DEVELOPMENT REVIEW AND PERMITTING

**Worcester County**

GOVERNMENT CENTER  
ONE WEST MARKET STREET, ROOM 1201  
SNOW HILL, MARYLAND 21863  
TEL:410.632.1200 / FAX: 410.632.3008

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



ZONING DIV  
BUILDING DIVISION  
DATA RESEARCH DIVISION

ADMINISTRATIVE DIVISION  
CUSTOMER SERVICE DIVISION  
TECHNICAL SERVICES DIVISION

February 7, 2022

Ms. Cindy Stone  
Director, Office of Community Programs  
Maryland Department of Housing & Community Development  
Neighborhood Revitalization  
7800 Harkins Road  
Lanham, MD 20706

Dear Ms. Stone,

On behalf of the Worcester County Commissioners, I am writing to request a waiver to the CDBG program procurement policy for the following proposed projects. These projects and the bid results were reviewed at the Worcester County Commissioners meeting earlier today, at which the Commissioners approved this waiver request.

**Barbara Purnell- Berlin #3 and #4** **10319 Germantown Road, Berlin, MD 21811**

Exception Request: 3 bid minimum and direct solicitation

Two projects have been sent out for open public bid twice (10/17/2022 and 11/28/2022) and we only received 1 bid and 2 bids respectively. Under the purchasing guidelines of our funding source (CDBG grant MD-23-CD-25), a minimum of three contractor bids is required. Since we did not receive 3 bids, we would like to request a waiver. The Commissioners accepted the following bid(s):

- Berlin #3 – Posiedon Plumbing and Home Services** **\$22,646.80**
- Berlin #4 – Posiedon Plumbing and Home Services** **\$16,531.60**

The CDBG funding for this location is \$30,000. The remainder is funded by other grants. I would like to thank you in advance for your consideration of these requests. If you have additional questions or require clarification on the specifics of Mrs. Purnell’s case, please contact me at 410-632-1200, ext. 1171 or via email at [dWASHINGTON@co.worcester.md.us](mailto:dWASHINGTON@co.worcester.md.us).

Sincerely,

Davida Washington  
Worcester County Housing Rehab.Coor.

OFFICE OF THE STATE'S ATTORNEY FOR WORCESTER COUNTY

Kristin Heiser  
State's Attorney



106 Franklin Street  
Snow Hill, MD 21863

---

Circuit Court Division (410) 632-2166  
Fax (410) 632-3250  
[www.worcestersao.com](http://www.worcestersao.com)

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District Court Division (410) 632-2177  
Fax (410) 632-2175  
sao@co.worcester.md.us

January 19, 2023

Worcester County Commissioners  
1 West Market Street  
Snow Hill, Maryland 21863

Dear Commissioners:

I am writing to request that you approve and sign an updated software licensing contract with Prosecutor by Karpel, the case management system utilized by my office. The cost of this contract amendment was included in the FY 2023 budget as part of the one-time cost incurred due to the addition of new positions at the Office of the State's Attorney in February of 2022. The contract has been reviewed by the County Attorney and is attached.

I thank you in advance for your thoughtful consideration and would be happy to answer any questions or concerns.

Very Truly Yours,

Kristin Heiser

**WORCESTER COUNTY STATE ATTORNEY'S  
OFFICE-MD**

**CONTRACT AMENDMENT**



PROSECUTORbyKarpel®





9717 Landmark Parkway. • Suite 200 • St. Louis, MO 63127 • 314-892-6300 • www.karpel.com

This agreement between Karpel Computer Systems Inc., a Missouri corporation, doing business as Karpel Solutions (hereinafter referred to as “Karpel Solutions”) and Worcester County, a political subdivision of the State of MD (hereinafter referred to as “Client”) is for the consideration of the items set forth below regarding the Client’s use of the licensed copyrighted software, PROSECUTORbyKarpel® (herein referred to as PbK).

1. On February 18<sup>th</sup>, 2020, Client agreed to purchase 31 user licenses for the use of the copyrighted software program PbK.
2. Client agrees to purchase additional licensing at the current pricing specified below, based on Karpel Solutions License Terms and Use as stated in Section 2 of this agreement.

**1. INVESTMENT SUMMARY**

Description	Quantity	Price	Total Cost
PROSECUTORbyKarpel license	14	\$2,250	\$31,500
PROSECUTORbyKarpel Annual Support/Maintenance fee	14	\$450	\$6,300
Hosting Services	14	\$100	\$1,400
<b>Total</b>			<b>\$39,200</b>

**2. LICENSE TERMS AND USE**

1. In consideration of payment of a sublicense fee, Karpel Solutions hereby grants Client a non-exclusive and non-transferable sublicense to use any associated manuals and/or documentation furnished.
2. Client cannot distribute, rent, sublicense, or lease the software. A separate license of PbK is required for each user or employee. Each license of PbK may not be shared by more than one full time employee or user (defined as working 20 hours or more per week), nor more than two (2) part-time employees or users (defined as working less than 20 hours per week each and working no more than 40 hours per week together). The Client agrees that Karpel Solutions will suffer damages from the Client’s breach of this term and further agrees that as such Karpel Solutions shall be entitled to the cost of the license, installation and training costs associated for each violation, including Karpel Solutions’ reasonable attorneys’ fees and costs.
3. License does not transfer any rights to software source codes, unless Karpel Solutions ceases to do business without transferring its duties under this agreement to another qualified software business. Karpel Solutions will, at client’s expense, enter into escrow agreement for the storage of the source codes.

4. PbK and its documentation are protected by copyright and trade secret laws. Client may not use, copy, modify, or transfer the software or its documentation, in whole or in part, except as expressly provided for herein. Karpel Solutions retains all rights in any copy, derivative or modification to the software or its documentation no matter by whom made. PbK is licensed for a single installation of one full time employee. A separate license is required for each installation of PbK. Client shall not provide or disclose or otherwise make available PbK or any portion thereof in any form to any third party. Client agrees that unauthorized copying and distribution will cause great damage to Karpel Solutions and this damage is far greater than the value of the copies involved.
  
5. PbK was developed exclusively at private expense and is Karpel Solutions' trade secret. For all purposes of the Freedom of Information Act or any other similar statutory right of "open" or public records the Software shall be considered exempt from disclosure. PbK is "commercial computer software" subject to limited utilization "Restricted Rights." PbK, including all copies, is and shall remain proprietary to Karpel Solutions or its licensors.

**3. OTHER**

All other terms and conditions apply – see original contract.

**IN WITNESS WHEREOF**, the parties have caused this Agreement subject to the Terms and Conditions set forth in the original contract. The signatories warrant they have the authority to bind their respective party.

**Worcester County**

**Karpel Solutions**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



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](http://www.co.worcester.md.us/drp/drpindex.htm)

DATA RESEARCH DIVISION  
CUSTOMER SERVICE DIVISION  
TECHNICAL SERVICES DIVISION

ZONING DIVISION  
BUILDING DIVISION  
ADMINISTRATIVE DIVISION

MEMORANDUM

To: Weston S. Young, Chief Administrative Officer  
From: Jennifer K. Keener, AICP, Director  
Date: January 24, 2023  
Re: Approved Private Road Request – Seascape Lane and Sea Oaks Lane extension,  
Sea Oaks Village RPC Phase II, West Ocean City

\*\*\*\*\*

The Department has received a request from Ronnie Carpenter, P.E., on behalf of his client, Sea Oaks Village, LLC, to designate the roads within the proposed Phase II of the Sea Oaks Village Residential Planned Community (RPC), as an approved private road to serve an additional seventy-six (76) townhouse units, approve the road standard of their own design, and the naming of the new Seascape Lane.

The applicant is proposing to build the road to a design different from one of the current county road RPC standards, but consistent with the existing road design for Phase 1. Seascape Lane is a new proposed right-of-way, approximately 577 feet in length. Sea Oaks Lane is proposed to be extended by approximately 999 feet in length as illustrated on the attached sheet entitled “Road Plan”.

As required by § ZS 1-123, the attached information was provided to the various agencies responsible for review, including the County Roads Division of the Department of Public Works, the Department of Emergency Services, the Worcester County Fire Marshal’s Office, and the local fire departments. Overall, staff has no concerns regarding the proposal as presented. The Planning Commission reviewed this matter at their Thursday, January 5, 2023 meeting and provided a favorable recommendation.

The County Commissioners are not required to hold a public hearing on this request, but may do so where they feel the proposal shall have an impact on the public generally. In my opinion, this request does not meet that test, nor have similar applications been the subject of a public hearing. Sea Oaks Village, LLC will be responsible for all construction and inspection costs, and all future maintenance costs shall be the responsibility of the property owners’ association. A draft resolution is attached should the County Commissioners approve this request.

As always, I will be available to discuss the matter at your upcoming meeting.

*Citizens and Government Working Together*

## RESOLUTION NO. 23 - \_\_\_\_

**Resolution Approving Private Road for Sea Oaks Village, LLC****Recitals:**

**WHEREAS**, the County Commissioners of Worcester County, Maryland received a request from Carpenter Engineering, LLC and Sea Oaks Village, LLC for approval of a certain private road and a certain road construction standard within the Sea Oaks Village Residential Planned Community (RPC) to serve an additional seventy-six townhouse units within Phase 2 of the RPC located on the westerly side of MD Route 611 (Stephen Decatur Highway), north of Sinepuxent Road, in Worcester County, Maryland, with said road construction standards shown on the plan attached hereto and made a part hereof of said Sea Oaks Village RPC; and

**WHEREAS**, Sea Oaks Village Residential Planned Community Phase 2 received Step I RPC approval from the County Commissioners on June 7, 2022 and the Step II RPC approval from the Planning Commission on September 1, 2022; and

**WHEREAS**, in accordance with the provisions of § ZS 1-123 (Approved private roads) of the Zoning and Subdivision Control Article of the Code of Public Local Laws of Worcester County, Maryland, the Worcester County Planning Commission reviewed and favorably recommended approval of the proposed approved private road designation and road construction standard at its meeting of January 5, 2023; and

**WHEREAS**, the County Commissioners reviewed the request at their meeting of February 7, 2023 and considered its relationship to existing and planned public roads of the County; the nature of the area to be served by the road; the desirability or necessity of public access to the areas to be served by the road; whether or not the construction and maintenance of the road is financially feasible; the proposed construction and maintenance standards; and the proposed maintenance plan and find that the use of the Approved Private Roads in this situation is warranted.

**NOW, THEREFORE, BE IT RESOLVED** by the County Commissioners of Worcester County, Maryland that the request for the establishment of the approved private road and the associated construction standard proposed by Carpenter Engineering, LLC and Sea Oaks Village, LLC as described herein is hereby approved.

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

**PASSED AND ADOPTED** this \_\_\_\_ day of \_\_\_\_\_ 2023.



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](http://www.co.worcester.md.us/drp/drpindex.htm)

ZONING DIVISION  
BUILDING DIVISION  
ADMINISTRATIVE DIVISION

DATA RESEARCH DIVISION  
CUSTOMER SERVICE DIVISION  
TECHNICAL SERVICES DIVISION

MEMORANDUM

To: Jennifer Keener, Director  
From: Cathy Zirkle, DRP Specialist III  
Date: January 12, 2023  
Re: Approved Private Road Request – Sea Oaks Village RPC Phase II

\*\*\*\*\*

During their regular meeting held on Thursday, January 5, 2023, the Planning Commission reviewed a request to establish a 577-foot-long approved private road as well as a 999-foot-long extension of a previously approved private road, with a proposed construction standard as part of the approved private road requirements of § ZS 1-123. The new road, Seascape Lane, as well as the extension of Sea Oaks Lane, are proposed to be located within Phase II of the Sea Oaks Village Residential Planned Community off of Stephen Decatur Highway. Based upon their review, the Planning Commission forwarded a favorable recommendation to the Worcester County Commissioners.

At this time, I would request that the item be scheduled for review by the Worcester County Commissioners at their next available meeting. I have attached all documentation provided by the applicant regarding the request. If I can be of any further assistance, please do not hesitate to ask.



**ITEM 4**  
P.O. Box 3460, Ocean City, MD 21843

☎ 3024386745

📠 8883722844

📘 CarpenterEngineeringLLC

📧 Ronnie@CarpenterEngineeringLLC.com

December 6, 2022

**Via Hand Delivery**

Ms. Jennifer K. Keener, AICP  
Zoning Administrator  
Worcester County  
1 West Market Street, Room 1201  
Snow Hill, MD 21863

RE: Application for Private Road Approval  
Sea Oaks Village Residential Planned Community  
Ocean City, Worcester County, Maryland

Dear Ms. Keener:

In accordance with Section 1-123 of the Zoning and Subdivision Control Article, Carpenter Engineering, LLC is pleased to submit ten (10) copies of the request for Private Road Approval, and ten (10) copies of the proposed private road cross section. Carpenter Engineering, LLC (CE) previously submitted ten (10) copies of the signed RPC application along with ten (10) copies of the Preliminary Subdivision Plat.

Please recall that land use action proposes to develop the remaining portion of the property and subdivide remaining land into 76 single family semi-attached dwelling units, open space, private right-of-way, and active recreation areas. The property is located along Stephen Decatur Highway in Ocean City, Maryland. The area has been largely cleared and existing infrastructure was previously planned to accommodate the new development.

At the direction of the Sea Oaks Village, LLC, please accept this written request to: 1) permit extension of existing private road known as Sea Oaks Lane; and 2) permit the creation of new private road currently known as Sea Oaks Lane, and Seascape Lane. At this time, the road names are pending approval from emergency services.

### **Criteria for Approved Private Roads**

#### Connectivity to Public Roads

The existing/proposed private right-of-way known as Sea Oaks Lane proposes connectivity to Route 611, also known as Stephen Decatur Highway. The Maryland State Highway Administration (MDSHA) granted approval/acceptance for the as-built residential and commercial entrance along

Ms. Jennifer K. Keener, AICP  
RE: Sea Oaks Village II – Private Roads Approval  
December 6, 2022  
Page 2

Route 611 earlier this year. For this land use action, no modifications or additions to the existing MDSHA are required as this entrance was initially constructed for the additional 76 single family semi-detached dwellings. The location of the entrance is approximately 100 feet northeasterly along Stephen Decatur Highway from the intersection of Stephen Decatur Highway with Sinepuxent Road. In the immediate roadway network, Route 707 and Route 50 are easily accessible in the northeasterly direction from the subject property. The entrance provides a safe and channelized entrance from Route 611 for internal access to parking lots and loading spaces associated with the commercial buildings, as well as a single access to the residential development with private community amenities.

#### Area to be Served by Private Roads

The existing private roads continue to serve two commercial buildings, approximately 23,500 square feet, with road frontage along Route 611, and 59 townhome units. In the rear portion of the property an additional 76 residential units are proposed, which will be developed and sold in fee simple. The owners of the commercial buildings and the townhome units will become a part of the Sea Oaks Village Home Owners Association. In addition to Sea Oaks Lane, a second private road within the residential portion of the development is proposed, named as Seascape Lane, which will serve a small portion of the new townhome units. The amenities previously constructed and proposed for this development, such as the swimming pool and multi-courts, will be private facilities and not for public use.

#### Desirability / Necessity to be Served by Private Road

The proposed private road network provides a typical access to the commercial property in the front portion of the property. In the residential portion of the development, the private road network promotes a safer and close-knit community, as well as privacy. The exclusivity of the private roads, along with a great reduction in through traffic, creates desirability to a residential community adjacent to a commercial land use. The private roadways within the residential neighborhood are proposed with a 30-foot wide right-of-way, which ultimately adds to the environmental site design targets and compliments the goals of an RPC.

#### Financial Feasibility for Construction and Maintenance

Sea Oaks Village, LLC has conducted extensive estimating with multiple contractors and consultants to plan for the construction of this project. Sea Oaks Village Section II is planned in one single construction phase, although selling of individual dwelling units will occur as a home builder purchases packs of lots within an improved community. Sea Oaks Village, LLC has determined this project to be financially feasible and is eager to push forward with plat approval and construction permitting.

In regard to the financial maintenance of the proposed private roadways, Winegrad, Hess, Friedman & Levitt, LLC previously provided Sea Oaks Village, LLC with a project-specific operation and maintenance budget. Included therein are detailed budget estimates for snow asphalt and concrete repairs, drainage/stormwater management maintenance, and snow removal. The budget includes other elements of the project such as snow removal, estimates associated with the swimming pool and other open space. The proposed budget illustrates how maintenance dues of the homeowners

Ms. Jennifer K. Keener, AICP  
 RE: Sea Oaks Village II – Private Roads Approval  
 December 6, 2022  
 Page 3

association will be adjusted through buildout of the community. The budget was been prepared to illustrate maintenance feasibility for the community.

#### Construction and Maintenance Standards

Materials and methods of construction for roadway construction will be in accordance with the standards for Worcester County. The Preliminary Plat depicts the proposed road cross sections, and we have provided a separate letter-size drawing of the same road cross sections. The proposed entrance will be executed in accordance with the requirements of MDSHA and at the directions provided in their permit. Quality control for the private roadways will be self-managed, documented and provided to Worcester County as construction occurs. This will be done to satisfy County requirements for backfilling, compaction and testing of utilities within the private right-of-ways.

In regards to maintenance of the private roadways, the County previously received the Declaration of Covenants, Conditions, Easements, and Restrictions for Sea Oaks Village Homeowners Association, Inc. Therein, the maintenance of private roadways include the following:

*Section 9.2. Association Maintenance. The Association shall maintain, repair and replace the Common Area, and all improvements and facilities situated thereon, and shall keep the Common Area and such improvements and facilities in good order at all times. This obligation shall include, without limitation, to the extent applicable:*

*(a) the maintenance, repair and, as necessary, replacement of any private streets and parking areas within the Common Area;*

*(b) the maintenance, repair and, as necessary, replacement of any sidewalks, pathways, trails and walkways that are constructed or installed by, or on behalf of, the Declarant and/or any Participating Builder within the Property, provided that the Association shall not be obligated to maintain, repair or replace any sidewalk, pathway, trail, or walkway leader, or portion thereof, within any Lot that may reasonably be deemed to serve or benefit only that Lot (the maintenance, repair and replacement of any such sidewalk, pathway, trail or walkway leader shall be the obligation of the benefited Lot Owner); and*

*(c) the removal of accumulated snow and ice from within all private streets and parking areas within the Common Area.*

*Further, the Association shall maintain, repair and replace (i) any rights-of-way, entry strips, signage, retaining walls located in the Common Area, and entrance features or improvements that are situated within or that are appurtenant to and serve the Project, including, without limitation, any landscaping and other flora and improvements situated thereon, and (ii) any other real and personal property, facilities and equipment as the Association is obligated or elects to maintain pursuant to this Declaration, or any lease, easement or agreement, or the direction of any governmental authority or agency. The expenses of all such maintenance, repair and replacement shall be a Common Expense of the Association, including, but not limited to, reserves for the*



Ms. Jennifer K. Keener, AICP  
 RE: Sea Oaks Village II – Private Roads Approval  
 December 6, 2022  
 Page 4

*maintenance, repair and replacement of any such property or improvements. The Association shall also maintain any portion of any Lot that it is obligated or elects to maintain pursuant to this Declaration, any easement or other agreement.*

*The Association shall also have the right to enter any Lot, without the consent of the Owner and/or occupant thereof, to conduct any emergency repairs as are necessary for the maintenance and protection of the Common Area, any Lot and the Lawn and Garden Areas. The costs of such repairs shall be collectible from the Owner of such Lot in the same manner as Assessments as provided in Article 5 herein.*

*The Association shall be responsible for the maintenance, repair and replacement of any stormwater management area or facilities situated within the Common Area, including, without limitation, drainage pipes, dry-wells, infiltration trenches, ponds, wetlands, basins, swales, berms, out-flow control devices, micro-bio-retention devices, drainage areas, filters, inlets, oil/grit separators and underground facilities, if any. The Association shall also be responsible for the maintenance, repair and replacement of any stormwater management area or facilities which serve and/or benefit the Property whether or not located within the Common Area if the Association is responsible therefor pursuant to any easement, agreement or the direction of any governmental authority or agency. Such responsibility may be in the form of contributing the Association's share of the maintenance costs of any stormwater management area, facility or equipment pursuant to an easement or agreement which shall be a Common Expense of the Association. The Board of Directors may enter into any such easements and/or other agreements as the Board of Directors may deem necessary or desirable for purposes of allocating and/or sharing the costs associated with the maintenance of any stormwater management areas, facilities and/or equipment which serve and/or benefit the Property. The Association shall not refuse to accept the conveyance of any such stormwater management area, facilities or equipment from the Declarant and/or any Participating Builder.*

Please feel free to contact me at (302) 438-6745 or [Ronnie@CarpenterEngineeringLLC.com](mailto:Ronnie@CarpenterEngineeringLLC.com) if you have any questions or comments.

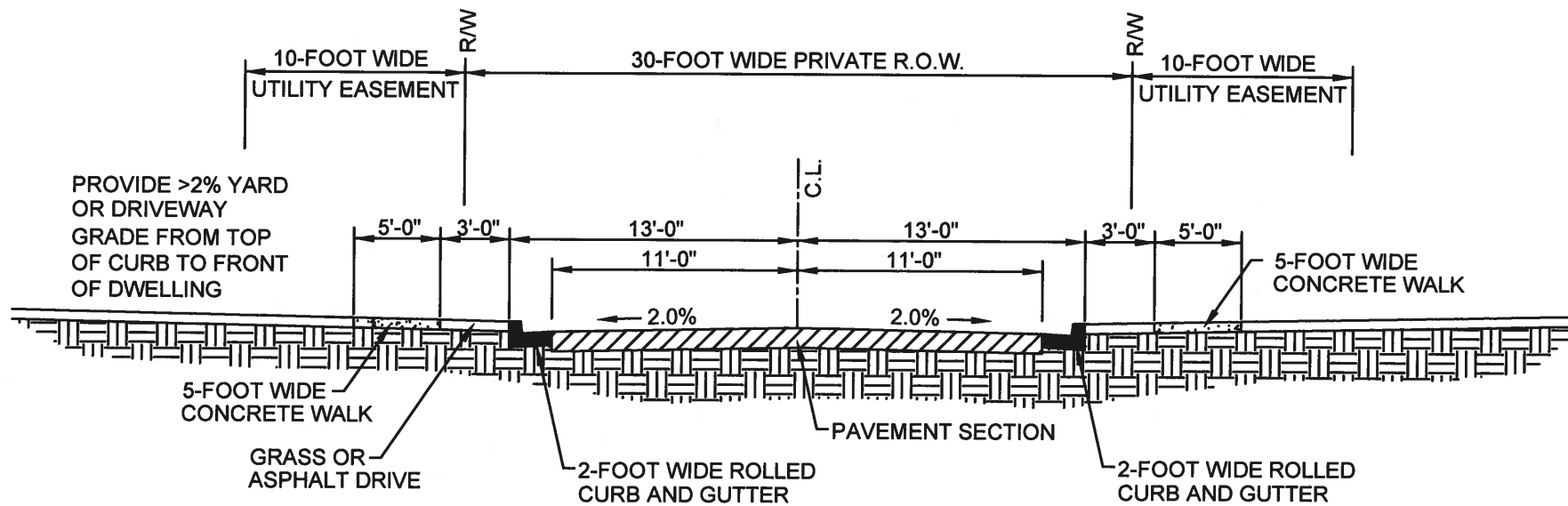
Very truly yours,



Ronnie B. Carpenter, P.E.  
 Carpenter Engineering, LLC

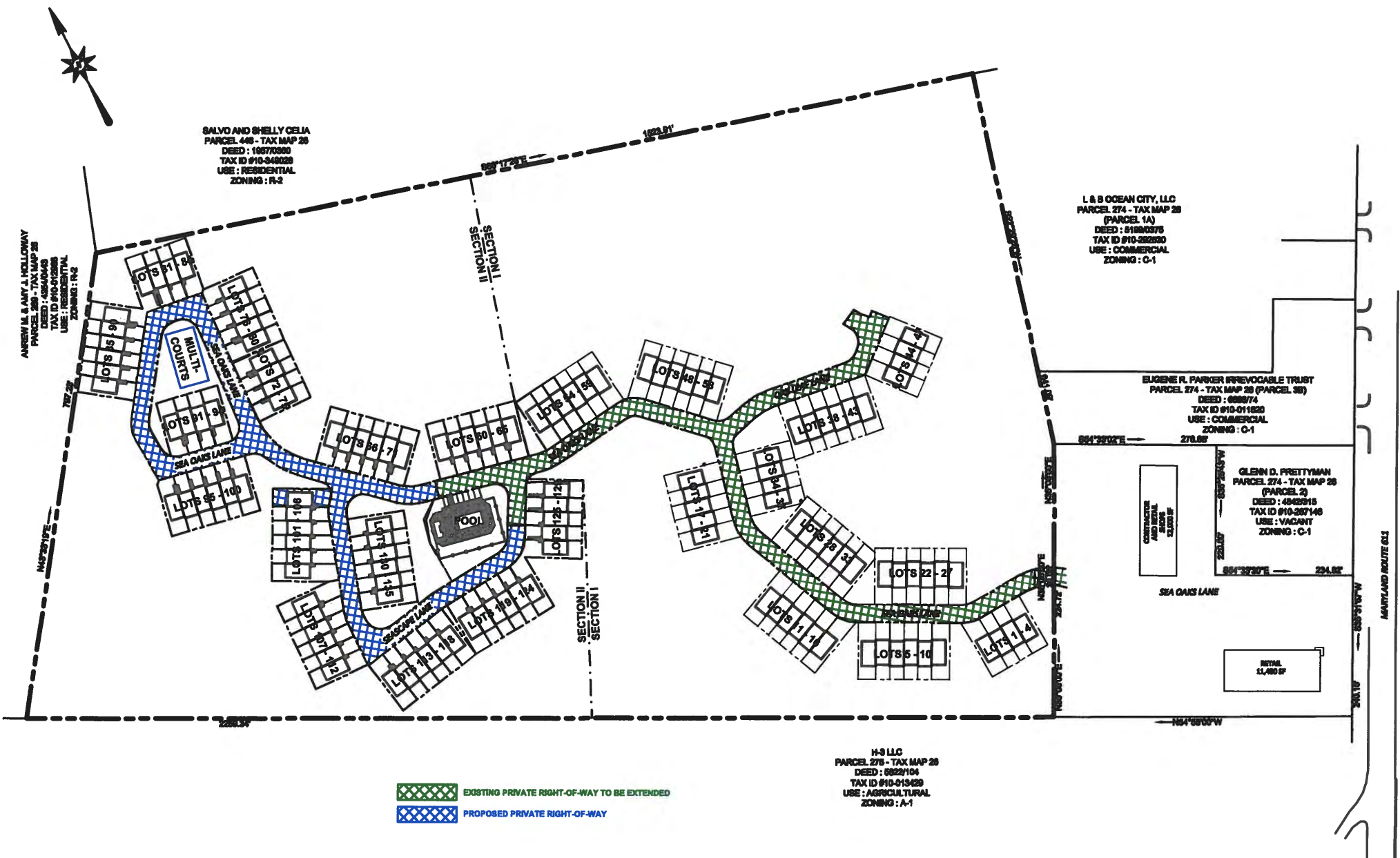
Enclosures: Proposed Road Cross Section & PC step II Narrative

PC: Mr. Steve Murphey – Sea Oaks Village, LLC – Owner (w/ enclosures via electronic mail)



**TYPICAL PRIVATE ROADWAY SECTION DETAIL**

NOT TO SCALE



SALVO AND SHELLY CELIA  
 PARCEL 448 - TAX MAP 28  
 DEED : 19970380  
 TAX ID #10-940020  
 USE : RESIDENTIAL  
 ZONING : R-2

ANDREW M. & AMY J. HOLLOWAY  
 PARCEL 299 - TAX MAP 28  
 DEED : 03840400  
 TAX ID #10-010288  
 USE : RESIDENTIAL  
 ZONING : R-2

L & B OCEAN CITY, LLC  
 PARCEL 274 - TAX MAP 28  
 (PARCEL 1A)  
 DEED : 01090076  
 TAX ID #10-582830  
 USE : COMMERCIAL  
 ZONING : C-1

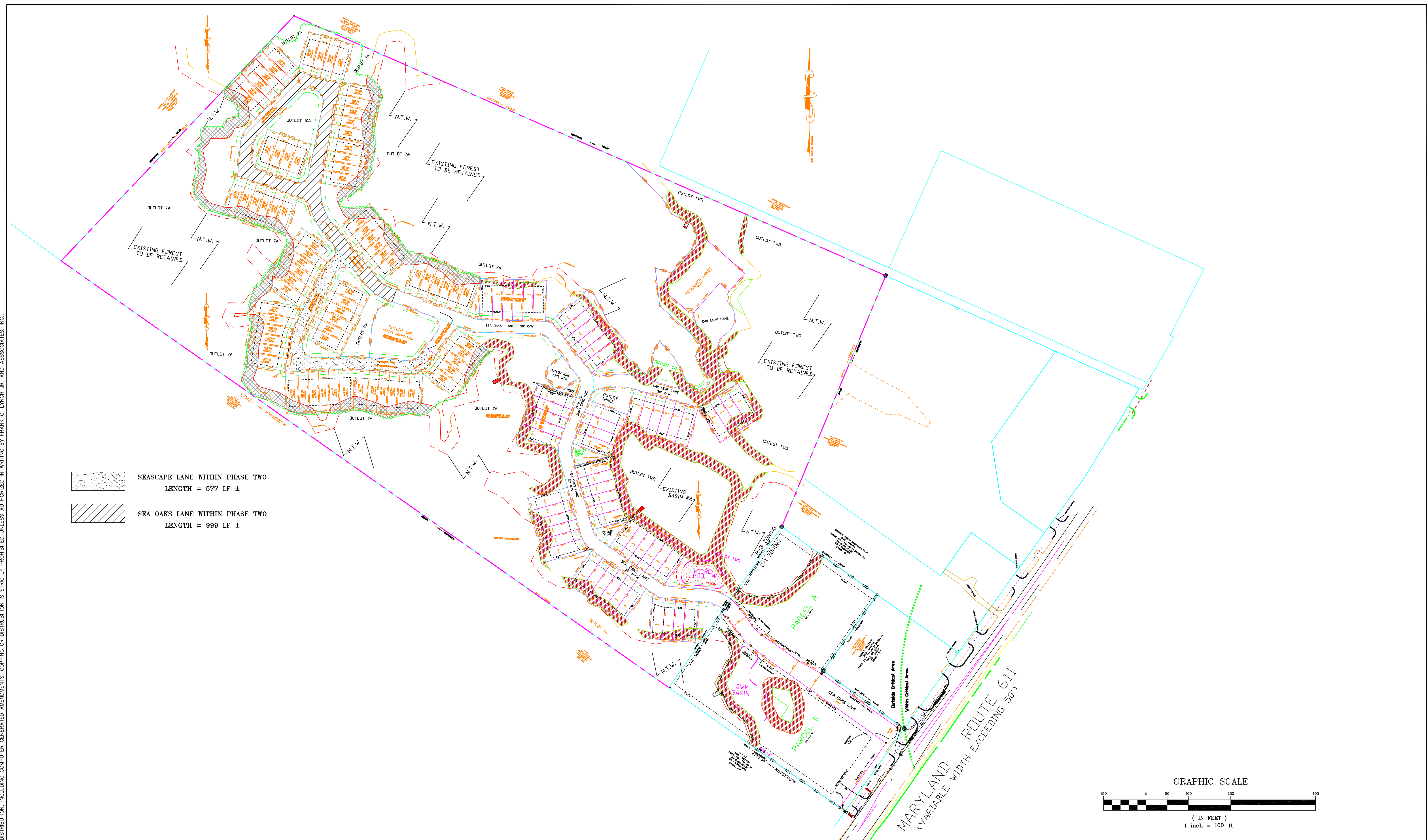
EUGENE R. PARKER IRREVOCABLE TRUST  
 PARCEL 274 - TAX MAP 28 (PARCEL 3B)  
 DEED : 089974  
 TAX ID #10-011820  
 USE : COMMERCIAL  
 ZONING : C-1

GLENN D. PRETTYMAN  
 PARCEL 274 - TAX MAP 28  
 (PARCEL 2)  
 DEED : 4842815  
 TAX ID #10-287148  
 USE : VACANT  
 ZONING : C-1

H-3 LLC  
 PARCEL 276 - TAX MAP 28  
 DEED : 08221104  
 TAX ID #10-018429  
 USE : AGRICULTURAL  
 ZONING : A-1

EXISTING PRIVATE RIGHT-OF-WAY TO BE EXTENDED  
 PROPOSED PRIVATE RIGHT-OF-WAY

THE INFORMATION CONTAINED ON THESE PLANS, PLATS OR OTHER DOCUMENTS IS PROVIDED FOR THE EXCLUSIVE USE OF THE CLIENT NAMED HEREON AND IS SUBJECT TO THE CLIENT AND/OR WORK PRODUCT PRIVILEGE. ANY REVISIONS, CORRECTIONS OR AMENDMENTS TO THESE PLANS, PLATS OR OTHER DOCUMENTS MUST BE MADE IN WRITING BY FRANK G. LYNCH JR. AND ASSOCIATES, INC.



#	REVISION	DATE	CHKD

PROJECT  
**SEA OAKS VILLAGE - PHASE TWO**  
TENTH TAX DISTRICT, WORCESTER COUNTY, MARYLAND

TITLE  
**ROAD PLAN**

PROFESSIONAL SEAL

**Frank G. Lynch, Jr.**  
& Associates, Inc.  
SURVEYING · LAND PLANNING  
10535 RACETRACK ROAD · BERLIN, MARYLAND 21811  
(410) 641-5353 · 641-5773

DESIGNED BY	N/A	SURVEYED BY	FILE NO.:
DRAWN BY	F.G.L. JR.	DATE	1-12-2023
CHECKED BY	FRANK G. LYNCH	SCALE	1" = 100'

ST#2/C/JOB FILES 2023/11791ROAD.DWG




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

## Memorandum

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

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

**Subject:** Rural Legacy – FY 24 Grant Applications  
 Coastal Bays and Dividing Creek Rural Legacy Areas

**Date:** 1/26/23

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Attached you will find a memorandum from Katherine Munson and applications for funding for both the Coastal Bays and Dividing Creek Rural Legacy Areas (RLA). The amount requested in these applications totals \$4,041,500. There is no required County match to participate in this state program. The County is in partnership with Somerset County for the Dividing Creek RLA.

Rural Legacy pays landowners for permanent conservation easements on their properties. The program is funded through a combination of state Program Open Space and general obligation bonds from the state's capital budget. There are two (2) approved legacy areas in Worcester County – the Dividing Creek RLA (approved 2008) and the Coastal Bays RLA (approved 1999). The funding pays for the perpetual easements and reimburses the county for administrative costs. The usual award is \$1-2MM+ per RLA, depending on the state budget process. Somerset County has also reviewed and approved their portion of the RLA.

The program requires a preference indicated each cycle for which RLA we wish to have forwarded for preferred funding. We typically alternate between the two programs. Accordingly, we recommend that the **Coastal Bays RLA** be listed as the preferred RLA on our application. Therefore, I respectfully recommend that the County Commissioners authorize President Bertino to sign the letter where indicated and include the recommended preference.

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

### Enclosures

1. Draft Preference letter (to be signed by President Bertino)
2. Coastal Bays RLA application with map (to be signed by staff)
3. Dividing Creek RLA application with map (prepared by LSLT w input from Somerset and Worcester Co, to be signed by staff)

cc: Roscoe Leslie  
 Katherine Munson  
 Dave Bradford  
 Kim Reynolds



DEPARTMENT OF  
ENVIRONMENTAL PROGRAMS

**Worcester County**

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

AGRICULTURAL PRESERVATION  
CONSERVATION PROGRAM  
WATER & SEWER PLANNING  
SHORELINE CONSTRUCTION

WELL & SEPTIC  
NATURAL RESOURCES  
PLUMBING & GAS  
COMMUNITY HYGIENE

## Memorandum

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**TO:** Robert Mitchell, Director

**FROM:** Katherine Munson, Planner V *KM*

**SUBJECT:** FY24 Rural Legacy Grant Applications

**DATE:** January 26, 2023

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Please find attached for County Commissioner approval, applications for FY24 funding for the Coastal Bays and the Dividing Creek Rural Legacy Areas for a total of \$4,041,500.00. FY24 applications are due February 14, 2023.

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

Counties with two Rural Legacy Areas are required to indicate which Area is preferred for funding. The attached letter indicates preference for Coastal Bays RLA for FY24. Typically we alternate preference each application cycle. Last year we indicated preference for Dividing Creek RLA.

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

Please note that Lower Shore Land Trust is the lead sponsor on the Dividing Creek RLA.

Somerset County has reviewed and approved the FY24 Dividing Creek RLA application.

Please let me know of any questions. Thank you for your attention to this matter.

**Cover Sheet Rural Legacy Application**

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

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

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

Rural Legacy Area Name: \_\_\_\_\_

**RURAL LEGACY PROGRAM – FISCAL YEAR \_\_\_\_\_**

**RENEWAL AND AREA EXPANSION  
GRANT APPLICATION**

**SECTION I: RLA Statistical Information**

1. What is the total acreage of the existing Rural Legacy Area (RLA)? 45,945 acres
2. With this Application, is a RLA boundary expansion being requested? No (Yes or No)  
 If so, how many additional acres are in the expansion area? \_\_\_\_\_  
 What is the total acreage of the proposed RLA with expansion: \_\_\_\_\_  
 Please describe in detail the adjustments to the boundaries of the approved RLA.
3. How many acres do you propose to protect with the funds requested in this Application?  
100
4. What is the projected total cost per acre for land acquisition proposed in this Application?  
 (Include land and transactional costs, i.e. administrative, indirect and compliance costs.)  
 Easement \$2,700  
 Fee Simple N/A
5. What is the total amount of Rural Legacy Program (RLP) grant funds being requested in this Application? \$270,000.00
6. How many acres, including the acres proposed in this Application, do you plan to protect with RLP funds over the next 10 years of the Program? 2,500
7. Estimate the amount of additional RLP funds that will be needed to preserve the RLA goal acreages (based on current easement prices and the acreages currently preserved in the RLA). \$7.5 million
8. By January 15<sup>th</sup>, submit GIS data for lands within the RLA protected by any local land preservation program administered solely by the County/Counties in which the RLA is located and/or the sponsoring Land Trust, in accordance with the “*GIS Submittal Guidelines*.” Send to [Tom.mccarthy@maryland.gov](mailto:Tom.mccarthy@maryland.gov)



**SECTION II: Leveraging RLP Funds**

1. Describe ways the Sponsor utilized their own funds in the past 12 months to permanently conserve land in the RLA. (such as not seeking reimbursement for administrative, program compliance, or incidental costs) None
  
2. Detail all funding sources/conservation programs that were utilized in the past 12 months to permanently conserve land in the RLA (ex: REPI/ACUB, MALPF, MET, County, Federal, Private, Installment Purchase Programs, etc. If unsure, consider contacting the local County MALPF Administrator or other County staff to obtain number of easements and acreages preserved through all programs, including County open space acreage preserved.).

*MALPF: Queponco Farms, TM 57, Parcel 42, 153.38 acres; settled 11/04/22 purchase price: \$360,443.00*

**SECTION III: Bonus Points**

1. What was the average width of riparian buffers for RLA properties acquired in the past 12 months? 50 feet
  
2. Describe any form of public access that has been permitted on properties during the past 12 months, i.e., hunting, educational school trips, trail access? Hunting leases are allowed on all RP properties.
  
3. Describe any social benefits that resulted because of RLA properties preserved during the past 12 months, i.e., support for local food supply, farm-to-schools, benefits to underserved communities, innovative partnerships, linking children to nature? none
  
4. Describe any enhanced best management practices included in RLA easements during the past 12 months (these would be in addition to the standard practices such as impervious surface limitation of 2%; CAFO restriction; 100 foot stream buffers; Soil Conservation and Water Quality Plan; and Forest Stewardship Plan/compliance with the *Soil Erosion and Sediment Control Guidelines for Forest Harvest Operations in Maryland*) none

**SECTION IV: Special Circumstances**

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

**SECTION V: Multiple County Priority Designation**

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

**SECTION VI: Proposed Property Acquisitions**

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

**SECTION VII: FOR EXPANSION REQUESTS ONLY**

Submit digital geographic information (GIS data) for the boundary of the RLA. Please refer to the “*GIS Submittal Guidelines*.” This should be transmitted electronically by email or other type of online file transfer service (*Dropbox, WeTransfer, Box, etc.*) to the Rural Legacy Program as an ArcView shapefile in state plane 83 meters projection. This information should be submitted early, by January 15<sup>th</sup>, and if it was not submitted early then it must be submitted simultaneously with the Application (it can be as a separate email but should immediately follow the initial email with this Application) or the Application will be considered incomplete.

**SECTION VIII: Annual Report**

If the Annual Report for the calendar year that just ended (January – December) has not already been submitted it MUST be included with this Application.

**SECTION IX: Stewardship**

All monitoring reports that were due in the prior calendar year (January – December) that have not yet been submitted are now DUE and MUST accompany submission of this Application.

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

**SUBMIT COMPLETED RURAL LEGACY PROGRAM GRANT APPLICATIONS TO:**

**Rural Legacy Program  
Land Acquisition and Planning Unit  
Tom McCarthy, Conservation Easement Supervisor  
[Tom.mccarthy@maryland.gov](mailto:Tom.mccarthy@maryland.gov)**

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

State of Maryland Department of Natural Resources  
Rural Legacy Program Application

Proposed Acquisitions – Fiscal Year 2024

Rural Legacy Area Name Coastal Bays

PROPERTY	Owner's Name	Property Address	Estimated Cost	Acres	Tax Map Information					Easement or Fee (E or F)	Buffer Width	Public Access (Y or N)	Social Benefits
					Tax Map	Account ID #	Grid	Parcel	Lot				
1	Taylor Revocable Trust	Payne Road	\$200,000.00	74.69	101	01014803	8	28		E	100	N	N
2	Blank, William Berger, Jr.	7440 Public Landing Road	\$550,000.00	283.69	64	02008580	17	112		E	100	N	N
3	Lambertson Brothers, Inc.	4051 Jones Road	\$220,000.00	85.98	93	01011537	9	8		E	100	N	N
4	Long Point Farm, Inc.	E side Greenbackville Road	\$500,000.00	232.44	94	08007209	23	44		E	100	N	N
5	Connor, Mary Twilley	4308 Paw Paw Creek Road	\$400,000.00	177	72	02012138	6	50		E	100	N	N
6	Pusey, Joseph et al	5174 Little Mill Road	\$250,000.00	106	86	08005281	19	36		E	100	N	N
7	Holland, Dale	Snow Hill Road	\$180,000.00	78.54	71	02011735	6	5		E	100	N	N
8	John T. Payne Trust	N side Stockton Road	\$200,000.00	113.22	85	08003319	12	23		E	100	N	N
9	Aydelotte, Benjamin and Brooks	W side Payne Road	\$300,000.00	190	101	01014609	3	21		E	100	N	N
10	Jones, Richard	Brantley Road	\$120,000.00	81	93	01011413	13	71		E	100	N	N

# Coastal Bays Rural Legacy Area

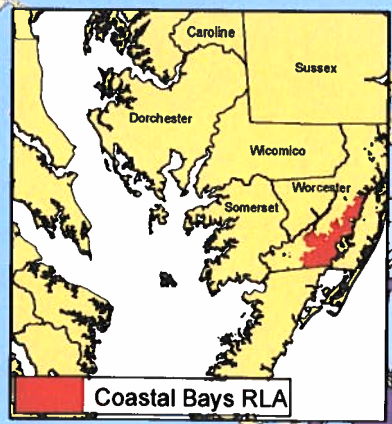
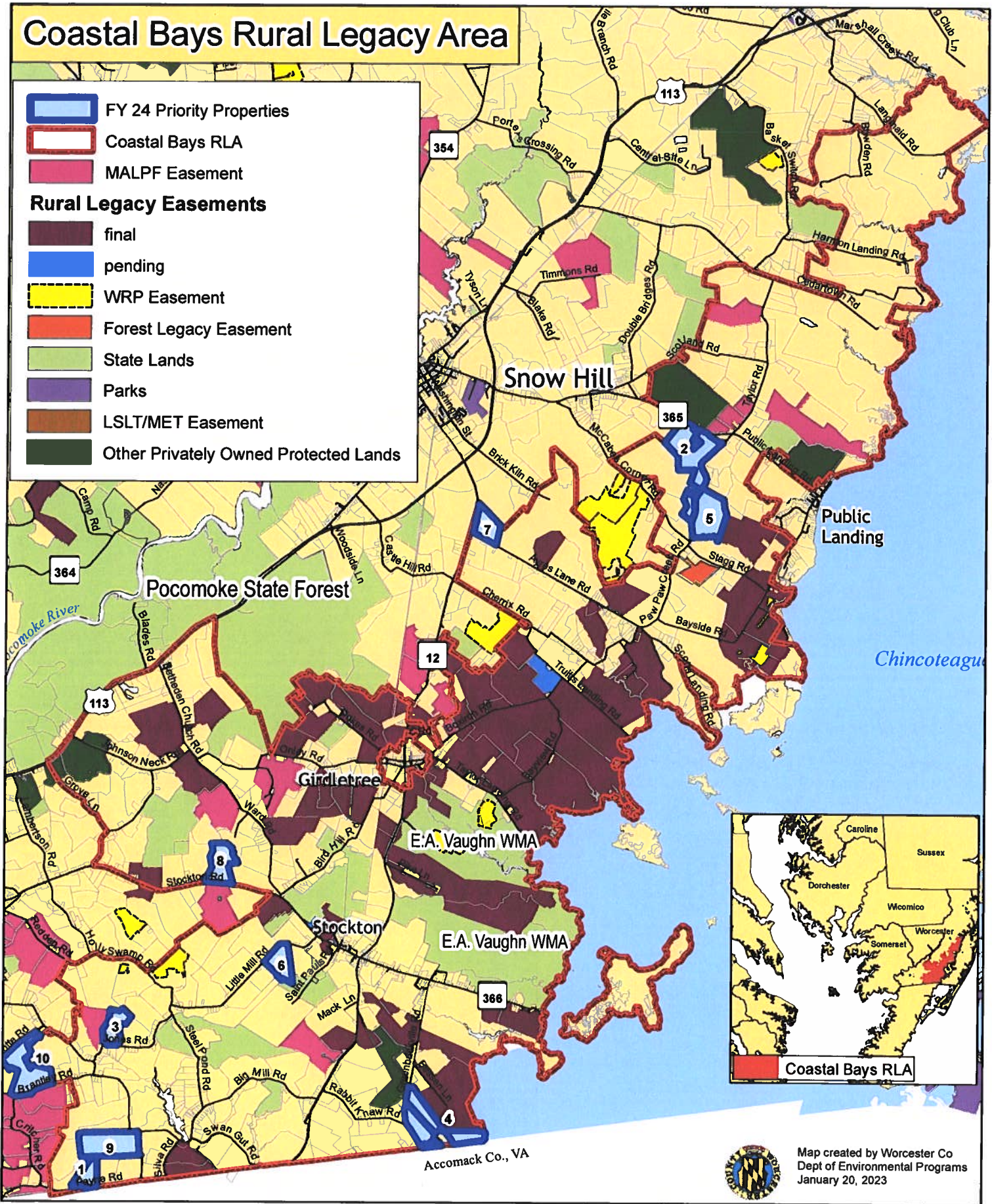
**FY 24 Priority Properties**

**Coastal Bays RLA**

**MALPF Easement**

**Rural Legacy Easements**

- final
- pending
- WRP Easement
- Forest Legacy Easement
- State Lands
- Parks
- LSLT/MET Easement
- Other Privately Owned Protected Lands



Map created by Worcester Co  
Dept of Environmental Programs  
January 20, 2023



**Cover Sheet Rural Legacy Application**

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

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

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

Rural Legacy Area Name: Dividing Creek
--

**RURAL LEGACY PROGRAM – FISCAL YEAR 2024**

**RENEWAL AND AREA EXPANSION  
GRANT APPLICATION**

**SECTION I: RLA Statistical Information**

1. What is the total acreage of the existing Rural Legacy Area (RLA)? 67,812
2. With this Application, is a RLA boundary expansion being requested? No  
 If so, how many additional acres are in the expansion area? N/A  
 What is the total acreage of the proposed RLA with expansion: N/A  
 Please describe in detail the adjustments to the boundaries of the approved RLA. N/A
3. How many acres do you propose to protect with the funds requested in this Application?  
1985
4. What is the projected total cost per acre for land acquisition proposed in this Application?  
 (Include land and transactional costs, i.e. administrative, indirect and compliance costs.)  
 Easement: \$2,200/acre farmland; \$1,500/acre woodland  
 Fee Simple: N/A
5. What is the total amount of Rural Legacy Program (RLP) grant funds being requested in this Application? \$3,771,500 (@ approximately \$1900/acre)
6. How many acres, including the acres proposed in this Application, do you plan to protect with RLP funds over the next 10 years of the Program? The Sponsors have a goal of protecting 50% of the un-developed land within the DCRLA. From the most recent previous calculations, there are approximately 4,780 acres left to protect to get us to that goal.
7. Estimate the amount of additional RLP funds that will be needed to preserve the RLA goal acreages (based on current easement prices and the acreages currently preserved in the RLA). \$9,082,000 (4,780 acres @ \$1,900/acre)
8. By January 15<sup>th</sup>, submit GIS data for lands within the RLA protected by any local land preservation program administered solely by the County/Counties in which the RLA is located and/or the sponsoring Land Trust, in accordance with the “*GIS Submittal Guidelines*.” Send to [Tom.mccarthy@maryland.gov](mailto:Tom.mccarthy@maryland.gov)

**SECTION II: Leveraging RLP Funds**

1. Describe ways the Sponsor utilized their own funds in the past 12 months to permanently conserve land in the RLA. (such as not seeking reimbursement for administrative, program compliance, or incidental costs)

There were no Sponsor funds expended in the past 12 months in the DCRLA.

2. Detail all funding sources/conservation programs that were utilized in the past 12 months to permanently conserve land in the RLA (ex: REPI/ACUB, MALPF, MET, County, Federal, Private, Installment Purchase Programs, etc. If unsure, consider contacting the local County MALPF Administrator or other County staff to obtain number of easements and acreages preserved through all programs, including County open space acreage preserved.).

There were no matching funds used in the past 12 months.

**SECTION III: Bonus Points**

1. What was the average width of riparian buffers for RLA properties acquired in the past 12 months?

There was one project completed in the past 12 months, and it had a required buffer width of 50 feet. The usual, required buffer in the DCRLA for buffers on the Pocomoke River and Dividing Creek is 100 feet.

2. Describe any form of public access that has been permitted on properties during the past 12 months, i.e., hunting, educational school trips, trail access?

Leased hunting is permitted on all easement properties.

3. Describe any social benefits that resulted because of RLA properties preserved during the past 12 months, i.e., support for local food supply, farm-to-schools, benefits to underserved communities, innovative partnerships, linking children to nature? N/A

4. Describe any enhanced best management practices included in RLA easements during the past 12 months (these would be in addition to the standard practices such as impervious surface limitation of 2%; CAFO restriction; 100 foot stream buffers; Soil Conservation and Water Quality Plan; and Forest Stewardship Plan/compliance with the *Soil Erosion and Sediment Control Guidelines for Forest Harvest Operations in Maryland*) N/A

**SECTION IV: Special Circumstances**

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

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Letter for Worcester County attached to application.

**SECTION VI: Proposed Property Acquisitions**

Complete the Proposed Acquisition List Form for the top ten (10) proposed acquisitions in the RLA for Fiscal Year 2024 funding (submit Form with Application).

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**Rural Legacy Program  
Land Acquisition and Planning Unit  
Tom McCarthy, Conservation Easement Supervisor  
[Tom.mccarthy@maryland.gov](mailto:Tom.mccarthy@maryland.gov)**

***Fiscal Year 2024 Grant Application submission deadline): Second Tuesday in February by 5:00 p.m.  
(\*unless otherwise given specific permission)***



State of Maryland Department of Natural Resources  
Rural Legacy Program Application

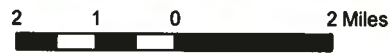
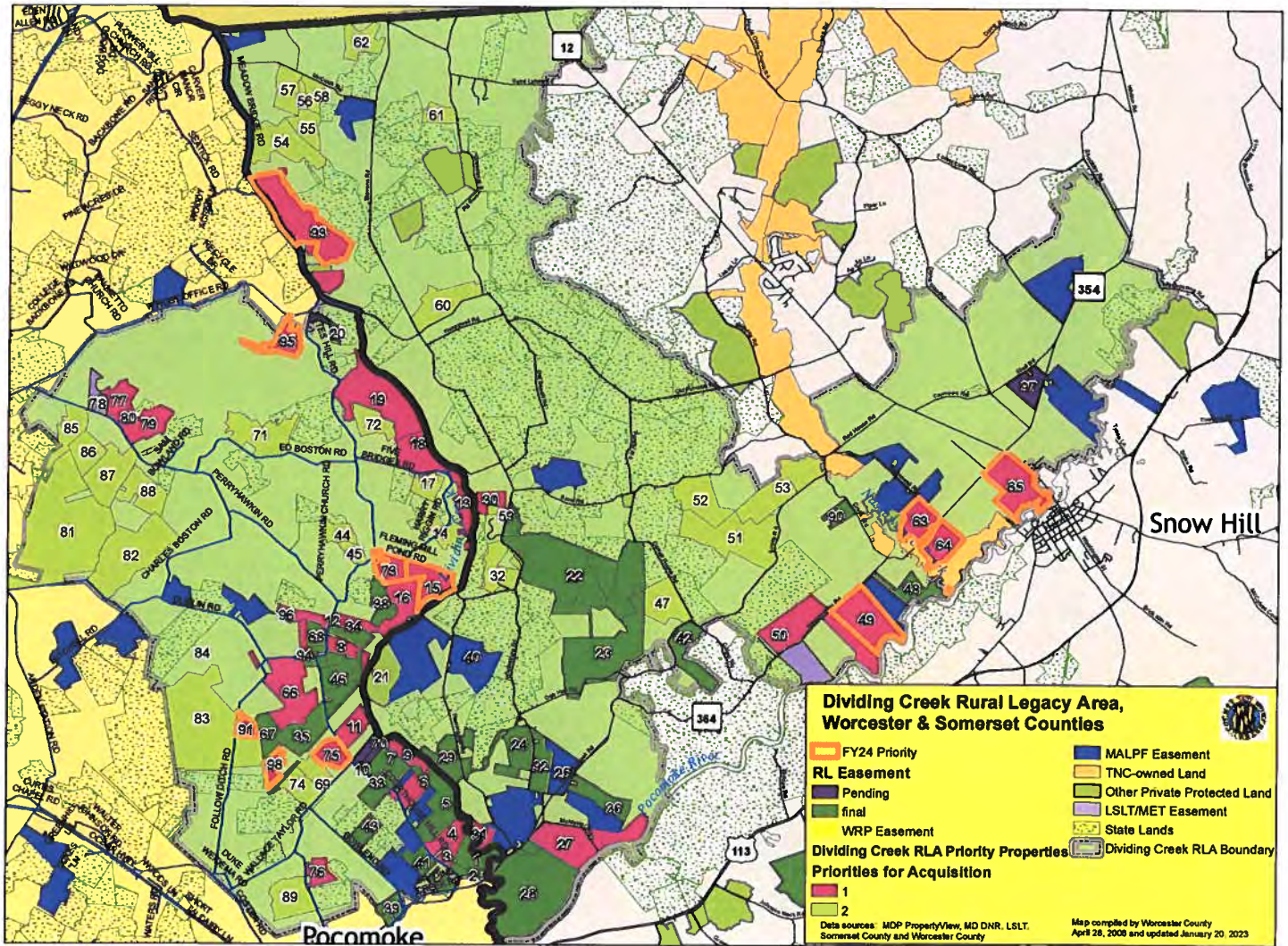
Proposed Acquisitions – Fiscal Year 2024

Rural Legacy Area Name: Dividing Creek

PROPERTY	Owner's Name	Property Address	Estimated Cost	Acres	Tax Map Information					Easement or Fee (E or F)	Buffer Width	Public Access (Y or N)	Social Benefits
					Tax Map	Account ID #	Grid	Parcel	Lot				
1	Beauchamp, Steve (Property #91)	9237 Follow Ditch Road	\$100,000	48	34 SOM	04-060571	14	54		E	100	N	N
2	Meadows Edge Farm (Property #75)	Wallace Taylor Road	\$175,000	92	34 SOM	04-065751	22	18		E	100	N	N
3	Pulice, Tim (Property #95)	33365 West Post Office Road	\$170,000	89	17 SOM	15-007761	3	12		E	100	N	N
4	West, Lee (Property #73 and #15)	34089 Flemming Mill Pond Road, Princess Anne 21853	\$510,000	265	25 SOM	04-066987, 04-0670023	18	113, 39		E	100	N	N
5	Beauchamp, Scott (Property #98)	Follow Ditch Road	\$95,000	50	34 SOM	04-0665301	21	50		E	100	N	
6	Boyer Family LLC (Property #49)	Nassawango Rd	\$560,000	256	WO 62	07005040	24	24		E	100	N	N
7	Manufacturers and Traders Trust Co (Property #64)	Nassawango Road	\$250,000	144.48	WO 63	02007819	7	85		E	100	N	N

# ITEM 5

PROPERTY	Owner's Name	Property Address	Estimated Cost	Acres	Tax Map Information					Easement or Fee (E or F)	Buffer Width	Public Access (Y or N)	Social Benefits
					Tax Map	Account ID #	Grid	Parcel	Lot				
8	Fulton, Martha and Jennie (Property #63)	4824 Pennewell Road	\$350,000	151.3	WO 63	02007371	7	83		E	100	N	N
9	Abercrombie/Truitt's Landing Farm, LLC (Property #93)	Stevens Road	\$800,000	515	WO 44	07002769	16	10		E	100	N	N
10	Jennie Fulton Owen (Property #65)	5531 Snow Hill Road	\$750,000	324.824	WO 55	02005085	21	13		E	100	N	N



DATE

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

RE: Coastal Bays and Dividing Creek Rural Legacy Areas, FY24 Applications

Dear Members of the Rural Legacy Board:

The Worcester County Commissioners are pleased to submit requests for funding for both the Coastal Bays Rural Legacy Area (RLA) and the Dividing Creek RLA. Since we are requesting funding for more than one RLA, we are asked to indicate which application we favor for funding in FY24. We place higher priority on the Coastal Bays RLA application this year, as last year, higher priority was placed on the Dividing Creek RLA application.

Thank you for considering our FY24 applications. We look forward to continuing to work with the Rural Legacy Program on our shared land protection goals in FY24.

Sincerely,

Anthony W. Bertino, Jr.  
President

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



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

## Memorandum

---

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

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

A handwritten signature in blue ink, appearing to be "RJM", is placed to the right of the "From:" line.

**Subject:** **Rural Legacy – FY 22 Agreement of Sale**  
 Dividing Creek Rural Legacy Area  
 Clayville, TM 55, P 96  
 111.39 Acres

**Date:** 1/26/23

---

Attached you will find a memorandum from Katherine Munson with an application for requested funding for the Dividing Creek Rural Legacy Area (RLA) for approval by the County Commissioners. Two appraisals were conducted by two independent appraisers. The easement value is \$2,698/acre, and this price was derived by the calculated mean of these two appraised values. The final price was negotiated with the landowner and MD DNR. The final survey will determine the exact acreage and boundary for the final easement value. The funding, provided by FY 22 Dividing Creek Rural Legacy Funds, will be used to purchase a conservation easement for this property and also funds incidental and administrative costs.

Attached with memorandum from Katherine is a conservation easement agreement of sale. This property consists of 111.39 +/- acres located on the northwest side of Whiton Road, north of Snow Hill, Maryland.

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

With respect to this particular property, the land is within a high value area for protection for agriculture and contains nearly 100% prime agricultural soils. The protection preserves the landscape viewshed and has adjacent protected farmlands. The owner is surrendering all subdivision and development rights, save one un-subdivided residence. Farming will be allowed, but owner must abide by impervious surface limits which include no Confined Animal Feeding Operations (CAFOs), and limits will be placed on agricultural buildings.

These agreements were reviewed by the County Attorney. We would respectfully request the approval of the County Commissioners on this easement. The signature pages are marked for endorsement and should be signed by President Bertino, Mr. Young, and Mr. Leslie.

# ITEM 6

If you have any questions or need additional information please let me know. Both Katherine and I will be available to discuss this matter.

## Enclosures

cc: Roscoe Leslie  
Katherine Munson  
Kim Reynolds



DEPARTMENT OF  
ENVIRONMENTAL PROGRAMS

**Worcester County**

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

AGRICULTURAL PRESERVATION  
CONSERVATION PROGRAM  
WATER & SEWER PLANNING  
SHORELINE CONSTRUCTION

WELL & SEPTIC  
NATURAL RESOURCES  
PLUMBING & GAS  
COMMUNITY HYGIENE

## Memorandum

---

**TO:** Robert Mitchell, Director

**FROM:** Katherine Munson, Planner V 

**SUBJECT:** Agreement of Sale, Dividing Creek Rural Legacy Area—Clayville, TM 55, Parcel 96; 111.39 acres

**DATE:** January 12, 2023

---

This project to be funded by FY22 Dividing Creek Rural Legacy Area funds.

Attached please find an Agreement of Sale for approval and signature.

The purchase price of \$2,698.00/acre is the mean value of two before and after appraisal values (\$2,496/acre and \$2,900/acre). The summary sheets for these appraisals are attached. Note that a survey will be required to determine the exact acreage and boundary.

The property has been subdivided once, so has the potential to subdivide into four more residential lots.

Attached is a map showing the location of the property within the Rural Legacy Area and an aerial image. The property is high priority for protection because of its importance for agriculture. Properties on Whiton Road contain some of the most productive farmland in the county. This property contains nearly 100% prime agricultural soils. Protection of the property also provides significant scenic value, as the property is located on both Shell and Whiton Roads.

The deed of easement will allow one unsubdivided residence. Impervious surface will be limited to 2% of the property. A large poultry operation will not be allowed for this reason.

**I have indicated on the contract where signature is required.**

**Please let me know of any questions you have.**

**Attachments**



**AGREEMENT OF SALE**

**THIS AGREEMENT OF SALE** (“Agreement”), dated as of the \_\_\_\_\_ day of \_\_\_\_\_, 2023 is made by and between, Clayville Properties, LLC (“Seller”), and the County Commissioners of Worcester County, Maryland (“Buyer”).

1. The Seller is the owners of that property (“Property”) located in the tax district of Worcester County, Maryland; which is one (1) parcel, 111.39 acres total, more or less, and located on the south side of Shell Road in Snow Hill, Maryland, having tax ID number of 02-039923.
2. The Buyer desires to purchase a conservation easement from the Seller over and across the Property on the terms and conditions set forth in this Agreement.
3. The Seller is willing to grant to Buyer and/or its assigns for the hereinafter price, a conservation easement in perpetuity, on, over, and across the Property.

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

**SECTION 1. PURCHASE AND SALE.**

Subject to the terms and conditions set forth in this Agreement, Seller hereby agreed to sell to Buyer and Buyer hereby agrees to purchase from Seller a Conservation Easement on, over and across the Property: attached is **Exhibit A** which is a description of the property.

**SECTION 2. PURCHASE PRICE AND PAYMENT.**

**2.1.** The Purchase Price to be paid for the Rural Legacy Program Easement (as defined below) shall be Two Thousand, Six Hundred Ninety-Eight Dollars (\$2,698.00) per acre, of which \$1.00 has been paid upon signing.

**2.2.** At Closing (as defined below), the entire Purchase Price shall be payable by Buyer to Seller by cash or County check.

**2.3.** The payment of the Purchase Price for the Deed of Conservation Easement is complete payment for the status and quality of the title to the Property required to be conveyed under this Agreement.

**SECTION 3. CLOSING.**

The consummation of the transaction contemplated in this Agreement (“Closing”) shall take place on or before December 29, 2023 at a date, time and at a place as set by Buyer, unless extended in writing for an additional 90 days by Buyer in order to obtain the approvals required by the Rural Legacy Board and Board of Public Works.

**SECTION 4. CONVEYANCE OF THE EASEMENT.**

**4.1.** At Closing, Seller shall convey to Buyer, and/or its assigns the Deed of Conservation Easement (“Easement”) to the Property in the same form and containing those restrictions and conditions set forth in the Easement attached hereto as **Exhibit B**, and made a

part hereof. Title shall be good and marketable and free and clear of any and all encumbrances, exceptions, limitations, leases and liens whatsoever, except that any mortgages shall be subordinate to the Easement at Closing if they are to remain as a lien. Title to the Property shall be insurable at regular rates by Buyer's title insurance company without any exception for mechanic's liens or rights of persons in possession. In the event a lien holder fails to execute a required subordination at or prior to Closing to the satisfaction of the Buyer, the Buyer at its sole option, may terminate this Agreement and the parties shall have no further obligation to each other.

4.2. Seller shall not mortgage, lease, encumber or otherwise dispose of the Property, or any part thereof, prior to Closing or the termination of this Agreement without first having obtained the prior written consent of the Buyer.

**SECTION 5. CONDITION OF THE PROPERTY AND RISK OF LOSS.**

5.1. If prior to or through Closing, all or a substantial part of the Property is destroyed or damaged, without fault of the Buyer, then this Agreement, at the option of the Buyer, upon written notice to Seller, shall be null and void and of no further effect and the parties shall have no further obligation to each other, in which event the Deposit and any interest accrued thereon shall be returned to the Buyer.

5.2. Seller covenants that at Closing, the Property shall be in the following condition:

i) No major alterations or construction that would be inconsistent with the terms of the Easement will be made to the Property from and after the effective date of this Agreement.

5.3. From and after the effective date of this Agreement, Seller grants permission to the Buyer and its contractors and subcontractors to enter upon the Property for the purpose of making tests, surveys and inspections of the Property and the improvements thereon. Without limiting the generality of the foregoing, Buyer shall have the right to inspect the Property, one or more times prior to Closing, for the purpose of determining whether the Property is in the condition, status and quality required under this Agreement.

5.4. The Seller is responsible for the removal of dumps of materials including but not limited to soil, rock, other earth materials, trash, ashes, garbage, waste, abandoned vehicles, appliances, machinery or other material on the Property to the satisfaction of the Buyer. Soil, rock, other earth materials and vegetative matter may remain stored on the Property for reasonable agriculture and silviculture purposes or for construction or maintenance of structures or means of access ongoing at the time of this Agreement and permitted under the Easement, as determined by the Buyer.

**SECTION 6. CLOSING COSTS.**

6.1. Buyer shall pay the following costs associated with the consummation of the transaction contemplated in this Agreement:

i) any state or county recordation and transfer taxes or fees or other costs imposed upon the recordation of the Easement.

ii) all expenses for examination of title and the premium for any title insurance obtained by it.

**6.2.** Seller shall pay the following costs associated with the consummation of the transaction contemplated in this Agreement:

i) all taxes and fees relating to the recordation of any release or subordination of a mortgage, deed of trust, or other lien or encumbrance affecting the Property which is to be released, subordinated or discharged at Closing;

ii) any attorney's fees incurred by the Seller, and

iii) all real estate taxes and personal property taxes owing for the then current year levied or assessed with respect to the Property. All taxes and other assessments against said property shall be in and remain the exclusive responsibility of the Seller, including but not limited to the payment of real estate taxes.

## **SECTION 7. SELLER'S REPRESENTATIONS.**

**7.1.** Seller makes the following representations and warranties as of the date of this Agreement and as of Closing.

**7.2.** Seller represents and warrants that:

i) no hazardous material of any kind, nor storage tanks have been deposited, stored, treated, disposed of, managed, generated, manufactured, produced, released, emitted or discharged on, onto, in, into, from or under the Property by the Seller, their agents, employees, officers, invitees, contractors, subcontractors, and any person in possession or use of the Property under it, and to the best of its knowledge, information and belief, any other person, which could expose a landowner to liability under federal law,

ii) neither Seller nor any of their agents, employees, officers, invitees, contractors, subcontractors, and any person in possession or use of the Property under it, and to the best of its knowledge, information and belief, any other person, have brought to the Property as materials or waste materials, or used on the Property or generated therein as a product or by-product of activities on the Property, or otherwise placed, handled, stored or released on the Property any (1) polychlorinated biphenyls ("PCBs"), (2) asbestos, (3) lead paint, (4) petroleum products, distillates, or by-products, (5) radioactive materials, chemicals known to cause cancer or reproductive toxicity, (6) waste, materials, or substances which would qualify as hazardous waste, hazardous substances, hazardous materials, toxic waste, toxic materials or toxic substances under any "Environmental Laws", which shall mean under the following: the Resource Conservation and Recovery Act, the Comprehensive Environmental Response Compensation and Liability Act, the Toxic Substance Control Act, the Superfund Amendments and Reauthorization Act, the Occupational Safety and Health Act, the Consumer Product Safety Act, the Federal Water Pollution Control Act, the Clean Water Act, the Clean Air Act, the National Environmental Policy, or any amendments thereto, or any similar or successor laws, whether federal state or local, or any regulations adopted or incorporated thereunder (Hereinafter referred to collectively as "Environmental Laws"),

iii) as of Closing, the status and condition of the Property or any portion thereof, including by way of example, the soil, paint or tiles, although then not in violation of the Environmental Laws is such that disturbance, removal or relocation thereof shall not create or result in a condition or status which is, or with the passage of time may become, unlawful under the Environmental Laws,

iv) no governmental or private action, suit or proceeding to enforce or impose liability under any Environmental Laws has been instituted or threatened concerning the Property and no lien has been created under any applicable Environmental Laws,

v) Seller has no notice or knowledge of conditions or circumstances at the Property which pose a risk to the environment or to the health and safety of persons,

vi) no work shall have been done or materials provided for or about any of the Property within one hundred eighty (180) days ending on the day of the Closing or which the person performing the work or providing the materials has not acknowledged in writing that it has been paid in full at or before Closing.

7.3. The Seller's representations and warranties set forth above shall not merge with or into the Easement and shall survive delivery of the Easement at Closing.

#### **SECTION 8. OBLIGATIONS OF SELLER AT CLOSING.**

8.1. At Closing, Seller shall execute and deliver the Easement to the Buyer.

8.2. At Closing, Seller shall execute and deliver to the Buyer's title insurance company or Buyer such affidavits and writings reasonably requested from a seller in connection with the settlement of like property.

#### **SECTION 9. OBLIGATIONS OF BUYER AT CLOSING.**

At Closing, Buyer shall deliver the Purchase Price in accordance with the terms and conditions of this Agreement.

#### **SECTION 10. DEFAULT.**

10.1. In the event that Seller cannot convey to Buyer the easement on the Property as required under this Agreement, Buyer shall:

i) permit Seller to take any action necessary to perfect their title and remove any and all legal, equitable and beneficial grounds of objection to or defect of the title, at Seller's sole cost and expense, and

ii) extend Closing until such action is completed, but not longer than one hundred twenty (120) days from the Seller's receipt of notice from Buyer of such defect or defects to the title.

In the event that Seller fails to cure the defect or defects to title within that one hundred twenty (120) day period, then and only then shall Seller be in default of their obligations to convey the easement on the Property under this Agreement.

**10.2.** Subject to Section 10.1, in the event that Seller defaults in any of the terms, provisions, covenants or agreements to be performed by the Seller under this Agreement, Buyer shall be entitled, after such default, to:

- i) waive any failure to perform in writing;
- ii) terminate this Agreement, in which event the parties hereto shall thereafter be relieved of any and all further rights, liabilities and obligation under or pertaining to this Agreement, other than those which by the express terms of this Agreement are intended to survive termination, in which event the Deposit and any interest accrued thereon shall be returned to the Buyer provided Seller must then pay to Buyer an amount equal to all Buyer's survey costs and
- iii) exercise any and all rights and seek any and all remedies which Buyer may have or to which Buyer may be entitled at law or in equity, including, without limitation, seeking damages or specific performance.

**10.3.** In the event Buyer defaults in any of the terms, provisions, covenants or agreement to be performed by Buyer under this Agreement, Seller shall be entitled, after such default, to:

- i) waive any failure of performance in writing,
- ii) terminate this Agreement in entirety, in which event the parties hereto shall thereafter be relieved of any and all further rights, liabilities and obligations, other than those, which by the express terms of this Agreement are intended to survive such termination, or
- iii) institute such actions or proceedings for monetary damages and/or equitable relief as are authorized by applicable law.

## **SECTION 11. GENERAL PROVISIONS.**

**11.1.** This Agreement is the full agreement among the parties on the matters set forth herein. This Agreement can only be amended by written amendment executed by the parties hereto.

**11.2** The parties hereto further agree that this Agreement is expressly contingent upon the approval by the Maryland Rural Legacy Board and the Maryland State Board of Public Works. In the event the Maryland Rural Legacy Board or the Board of Public Works fails to approve this Agreement, the Buyer, at its sole option, may terminate this Agreement by written notice to Seller, and the parties shall have no further obligation to each other.

## **SECTION 12. SURVEY PROVISION**

**12.1** The parties acknowledge that they believe and estimate in good faith that the area of easement is 111.39 acres. The purchase price of the easement shall be \$2,707.00 per acre. Buyer, at Buyer's expense, will cause a survey to be made by a professional land surveyor or property line surveyor, selected by Buyer, to determine the exact lines of the area of the easement and acreage thereof. In the event that the acreage is found to be ten (10) percent smaller or larger than 111,39 acres, updated appraisals will be required and a new purchase price may be determined, in which case a new Agreement will be required based upon the

updated purchase price, and this Agreement will be void. In the event the Seller may void this Agreement and/or not enter a new Agreement all sums paid hereunder shall be returned to Buyer and Seller shall reimburse Buyer for Buyer's out of pocket costs for the survey.

12.2 The parties shall cooperate with, and assist, the surveyor who shall be permitted all necessary access to the property. Buyer shall, upon request of Seller, extend settlement a period of 120 days to permit Seller to contest any survey results.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed and delivered, the day and year first written above.

Witness/Attest:

SELLER

CLAYVILLE PROPERTIES, LLC

Judith Clayville

By: Brooks Lee Clayville (Seal)  
Brooks Lee Clayville, Manager

Judith Clayville

By: Andrea Faye Erving (Seal)  
Andrea Faye Erving, Manager

BUYER

County Commissioners of Worcester County, Maryland

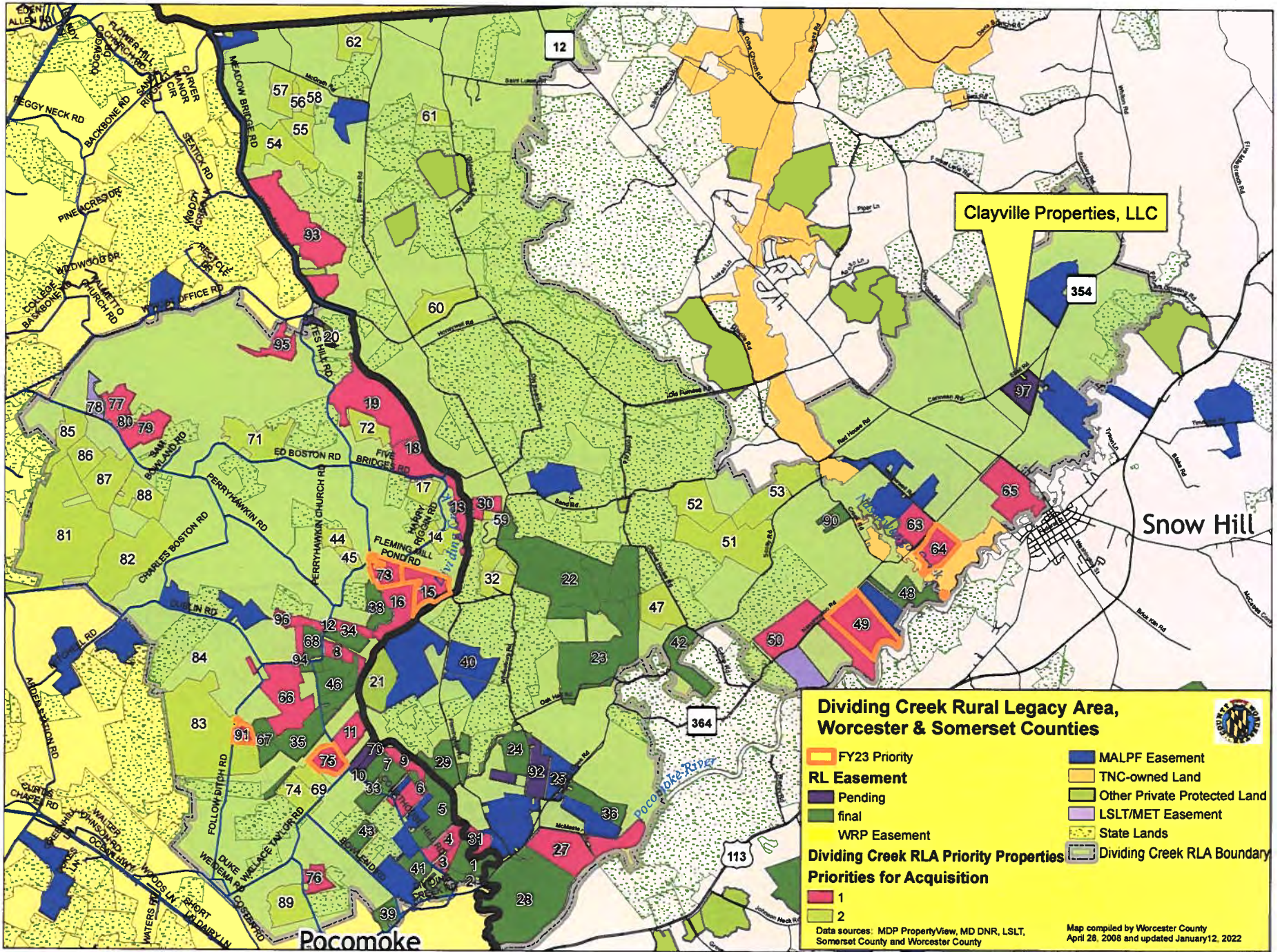
\_\_\_\_\_  
Weston Young  
Chief Administrative Officer

By: \_\_\_\_\_ (Seal)  
President

Approved as to legal form and sufficiency.

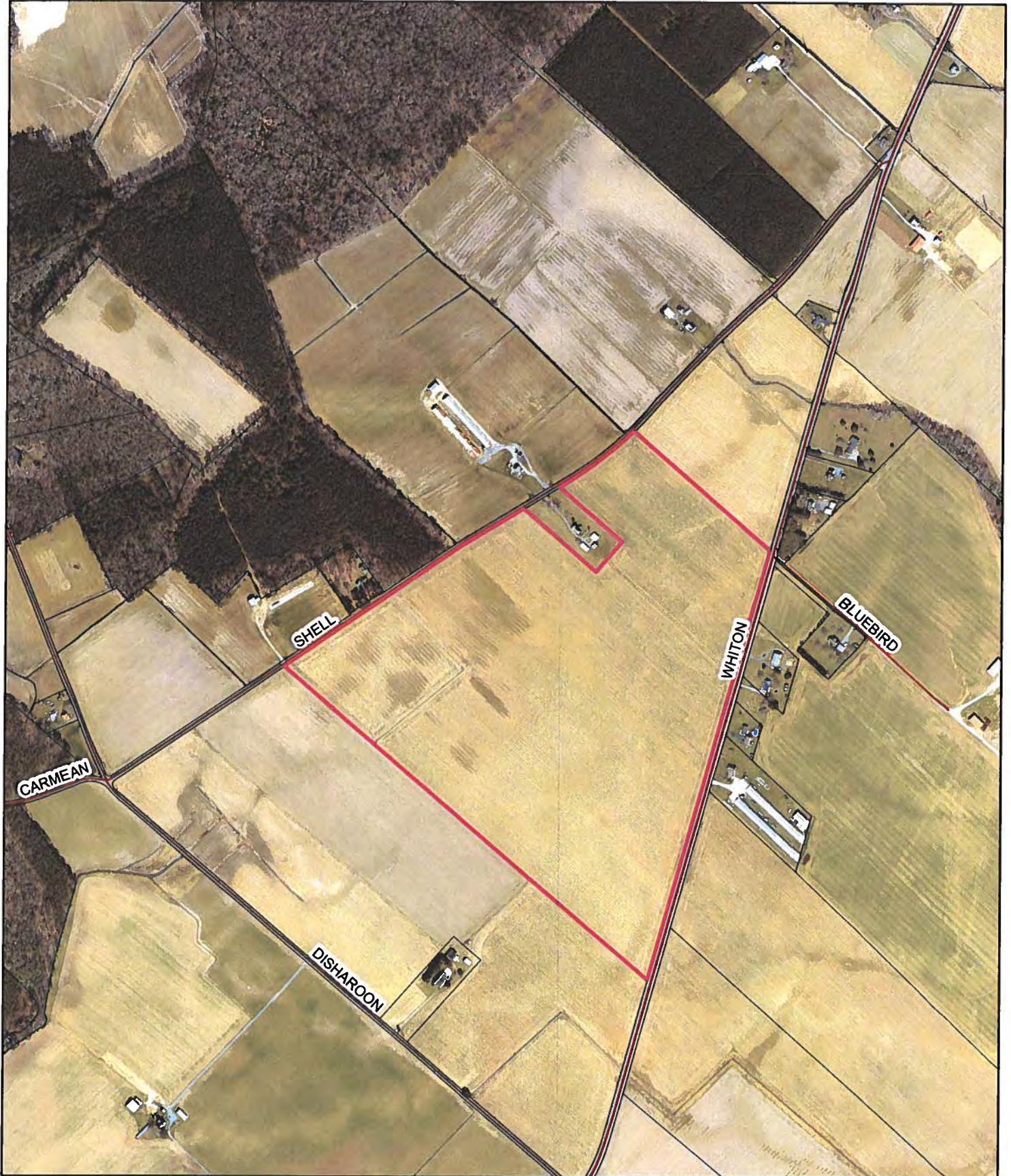
\_\_\_\_\_  
Roscoe Leslie  
Worcester County Attorney





# ITEM 6

Clayville Properties, LLC  
Map 55, Parcel 96  
111.39 acres



6 - 12



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**EXECUTIVE SUMMARY**

**Date of Valuation:** October 11, 2022  
**Date of Inspection:** October 11, 2022  
**Tax Reference:** TM 55, Grid 15, Parcel 96  
**Property Location:** SES Shell Rd., Snow Hill, Worcester County, Maryland  
**Deed Reference:** 5500/490  
**Zoning:** A-1, Agricultural  
**Subject Acreage:** 111.39 Ac.  
**Easement Area:** None  
**Highest and Best Use  
As Vacant:** Agricultural with Ltd. Residential Development

**FAIR MARKET VALUE LAND ONLY (BEFORE)**

SALES COMPARISON APPROACH \$835,000.00

**FAIR MARKET VALUE LAND ONLY (AFTER)**

SALES COMPARISON APPROACH \$ 557,000.00

**VALUE OF RURAL LEGACY EASEMENT \$278,000.00.**

<b><u>SUMMARY OF IMPORTANT DATA AND CONCLUSIONS</u></b>	
<b>REPORT TYPE:</b>	Appraisal Report File No. CC18314
<b>REPORT DATE:</b>	October 31, 2022
<b>LOCATION:</b>	Shell Rd Snow Hill, MD 21863 Map 55 Parcel 96
<b>OWNER OF RECORD:</b>	Clayville Properties LLC
<b>LAND AREA BEFORE/AFTER:</b>	111.39 +/- Acres      111.39 +/- Acres
<b>IMPROVEMENTS:</b>	None
<b>ZONING:</b>	A-1
<b>CENSUS TRACT:</b>	9512.00
<b>FLOOD MAP STATUS:</b>	Zone X - The subject is not in a flood zone. Panel 24047C0235H, July 16, 2015
<b>FLOOD ZONE COMMENTS</b>	The subject is not in a flood zone.
<b>HIGHEST AND BEST USE BEFORE:</b>	Agriculture with limited residential development. with limited residential development
<b>HIGHEST AND BEST USE AFTER:</b>	Residence with Agriculture
<b>PROPERTY RIGHTS APPRAISED:</b>	Fee Simple
<b>BEFORE VALUE</b>	<b>\$702,000</b>
<b>AFTER VALUE</b>	<b>\$379,000</b>
<b>VALUE OF EASEMENT/DIFFERENCE:</b>	<b>\$323,000</b>
<b>EFFECTIVE DATE</b>	October 11, 2022
<b>APPRAISERS:</b>	F. Lee Gosnell William McCain, MAI, MBA

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

# Worcester County

GOVERNMENT CENTER  
ONE WEST MARKET STREET • ROOM 1103

Snow Hill, Maryland

21863-1195

COMMISSIONERS

ANTHONY W. BERTINO, JR. PRESIDENT  
MADISON J. BUNTING, JR., VICEPRESIDENT  
THEODORE J. ELDER  
ERIC J. FIORI  
JOSEPH M. MITRECIC  
DIANA PURNELL

WESTON S. YOUNG  
CHIEF ADMINISTRATIVE OFFICER

CANDACE SAVAGE  
DEPUTY CHIEF ADMINISTRATIVE  
OFFICER

ROSCOE R. LESLIE  
COUNTY ATTORNEY

## MEMORANDUM

TO: Worcester County Commissioners  
FROM: Kim Moses, Public Information Officer  
DATE: February 1, 2023  
RE: Letter of support for Technical Assistance Grant to develop trail network

---

Patti Stevens, chair of the Worcester County Bike and Pedestrian Coalition, is requesting a letter of support from the Worcester County Commissioners to include with an application being submitted to the Eastern Shore Land Conservancy for a Technical Assistance Grant. If awarded, this grant would provide technical assistance, not a monetary award, in planning a regional trail network. Thus, no County matching funds would be required.

The coalition develops walking/biking trails that connect communities, preserve natural resources, and improve walking and biking access to recreational and cultural assets. The draft letter supporting the grant request is attached for Commission President Bertino to sign.

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

# Worcester County

GOVERNMENT CENTER  
ONE WEST MARKET STREET • ROOM 1103

Snow Hill, Maryland  
21863-1195

COMMISSIONERS  
ANTHONY W. BERTINO, JR. PRESIDENT  
MADISON J. BUNTING, JR., VICEPRESIDENT  
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JOSEPH M. MITRECIC  
DIANA PURNELL

WESTON S. YOUNG  
CHIEF ADMINISTRATIVE OFFICER  
CANDACE SAVAGE  
DEPUTY CHIEF ADMINISTRATIVE  
OFFICER  
ROSCOE R. LESLIE  
COUNTY ATTORNEY

February 7, 2023

Land Use and Policy Director Owen Bailey  
Eastern Shore Land Conservancy  
114 S. Washington Street, Suite 101  
Easton, MD 21601  
[obailey@eslc.org](mailto:obailey@eslc.org)

RE: Support for Technical Assistance Grant

Dear Mr. Bailey,

On behalf of the Worcester County Commissioners, I would like to express our full support for the Worcester County Bike and Pedestrian Coalition’s application for a Technical Assistance Grant from the Eastern Shore Land Conservancy to develop a regional trail network. The commissioners support the goal of creating walking/biking trails that connect communities, preserve natural resources, and improve walking and biking access to recreational and cultural assets.

The regional trail network project aligns with the 2022 LPPRP priorities and with the Worcester County Comprehensive Plan. To date the commissioners have allocated County resources totaling \$100,000 to the Lower Shore Land Trust for trail planning in Worcester County and for connections to the larger regional network.

Thank you in advance for your consideration of the coalition’s grant application. If you have any questions, please feel free to contact me.

Sincerely,

Anthony W. Bertino, Jr. President  
Worcester County Commissioners

January 24, 2023

Weston Young, Chief Administrative Officer  
 Worcester County  
 1 W. Market Street, Room 1103  
 Snow Hill, MD 21863



Dear Mr. Young:

Since the Worcester County Bike and Pedestrian Coalition convened in June 2020, we have hosted community bike rides and walks, bike safety events, contributed to planning sessions, and made presentations on the benefits of trails and greenways to local government and community organizations. The Coalition has received grant funding for events, safety items, signage, and planning assistance, including the recent grant from Rural Maryland Economic Development fund, part of Worcester County's allocation through the Tri-County Council.

Around the shore, cities and counties have made investments in creating trails within their boundaries, with funding and support from MDOT Bikeways grants, including the West OC Hiker/Biker Trail (0.9 mi) along Route 50 from 611 to Harry Kelly Bridge. Other recent trail developments are:

- Crisfield to Marion trail in Somerset County (4.5 mi)
- Gilcrest Trail in Kent County (3 mi)
- Easton Rail Trail in Talbot County (3 mi)
- Cross Island (6.5 mi) and South (7 mi) trails in Queen Anne's County
- Salisbury Mountain Bike Trails (4 mi) and a master mobility plan, [MOVE SBY](#).

These new segments mark progress and are enjoyed by hundreds of residents and attract visitors. However regional and inter-governmental planning is necessary to build safe walking/biking trails that connect destinations and offer longer distance travel, and alternatives to vehicular travel as well as recreation (priority identified in Land Preservation Park and Recreation Plans-LPPRP- for Worcester and surrounding counties). Toward this goal, members of the Worcester County Coalition and interested residents have been participating in workshops hosted by the Eastern Shore Land Conservancy to learn how to develop a regional trail network. Town managers, elected officials, staff from planning, public works and economic development agencies and nonprofit organizations heard compelling success stories from federal officials and national trail advocates and learned how to build public support and access resources for trail development. Preliminary maps have been drawn to identify priority trail connections, and a steering committee is drafting a vision for an [Eastern Shore Regional Trail network](#). Our Lower Shore Trail project is connected to and supports this effort.

page 2, Request for Letter of Support

The Eastern Shore Land Conservancy is applying to the National Park Service for technical assistance through the [Conservation and Outdoor Recreation](#) program. If the project is selected, NPS staff will share their expertise and services with participating local partners to support these regional efforts by:

- Developing a regional greenway plan to improve access to outdoor recreation and healthy lifestyles.
- Creating a sustainable organization and resource plan for the project, including how to access [federal infrastructure funds for active transportation](#).

This is a technical assistance grant, not a monetary award. **It does not require match funding.** It does require evidence of support and commitment to the goal from the jurisdictions and organizations with the project scope. To this end I am requesting a letter of commitment indicating that Worcester County supports the goal of creating trails to connect communities, preserve natural resources, and improve walking and biking access to recreational and cultural assets. The letter could note that the regional project aligns with the [2022 LPPRP priorities](#) and with the 2006 Comprehensive Plan and that county resources (\$100K) have been allocated to the Lower Shore Land Trust for trail planning in Worcester County and connections to the larger regional network.

The National Park Service requires that supporting partners identify one or more staff who will participate in the project. Dallas Baker and Melanie Pursell are active members of the Worcester Coalition, and Roscoe Leslie has participated in past meetings of the Eastern Shore Regional group. Any/all of them would be valuable contributors to the regional trails project. If a letter is approved, it should be sent by February 24th to:

Owen Bailey - Director Land Use and Policy, Eastern Shore Land Conservancy [obailey@eslc.org](mailto:obailey@eslc.org)

Thank you for your consideration and that of the County Commissioners and for the contributions already made to creating safe places to walk and ride in Worcester County.

Sincerely,

*Patti Stevens*

Patti Stevens, Chair  
Worcester County Bike and Pedestrian Coalition and  
Eastern Shore Representative, Maryland Bike and Pedestrian Advisory Committee

cc: Roscoe Leslie, County Attorney  
Worcester County Commissioners  
Kate Patton, Executive Director, Lower Shore Land Trust



Worcester County Administration

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

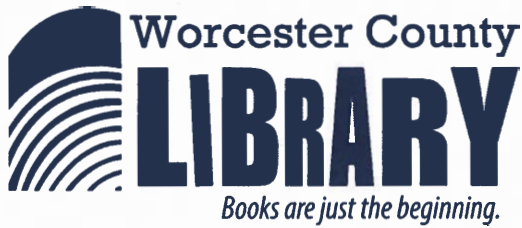
## ITEM 8

### MEMORANDUM

TO: Worcester County Commissioners  
FROM: Candace Savage, Deputy Chief Administrative Officer  
DATE: January 10, 2023  
SUBJECT: Office of Senator Van Hollen Introduction

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Alyssa Hastings from Senator Chris Van Hollen's office would like to introduce herself to the commissioners and staff.



To: Weston Young  
From: Jennifer Ranck *JR*  
Date: January 31, 2023  
Re: New Pocomoke Library Update

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Enclosed with this memo is a Pocomoke Library progress report as well as an updated cost estimate.

The program is proposed at 13,000 SF of conditioned space on mostly one level with some mechanical and storage space on the 2<sup>nd</sup> floor. The primary areas in the library are an entry gallery, community room, children's library, adult library, young adult area. Also included are a history room, two small meeting rooms, a maker space, restrooms, offices, staff and community room kitchens, and a workroom. The design allows the community space to function when the library is closed. Total cost for the project is estimated at \$9,354,000. This includes a 7% escalation contingency. As design progresses, the project team will continue to evaluate potential cost savings. A final design contract is also being developed.

The library was deeply appreciative to see \$2.2 million for the Pocomoke Library in the Governor's proposed Capital Budget for FY 2024. The Library will apply for additional funding in the FY 2025 grant cycle. Applications are due May 2023.

An information session for the community has been scheduled for Monday, February 13 at 6 pm (Pocomoke Branch, 301 Market Street).

Please contact me if you have any questions.

Copy: Worcester County Library Board of Trustees





## THE DESIGN GROUP

JIM EDGCOMB, ARCHITECT

JEFF SCHOELLKOPF, ARCHITECT

ARCHITECTURE PLANNING INTERIOR DESIGN

Airport Road Warren VT 05674 tel 802-496-5255 fax 802-496-5266

WORCESTER COUNTY LIBRARY POCOMOKE BRANCH

### PROJECT PROGRESS REPORT

January 28, 2023

#### EXECUTIVE SUMMARY

JSD, Inc, an associate firm in The Design Group, has been working under the initial phase contract with Worcester County to assist in the programming, predesign, and schematic design of the proposed Pocomoke branch library. This report provides the products of that work to date including a set of goals developed through staff and team review, a detailed program of desired spaces developed through several reviews with the library trustees, director, and staff, and schematic designs with fairly well-developed preliminary site and floor plans.

The brief history of this project is that the Pocomoke branch had long been determined to be significantly undersized to serve the growing community and current programs, and the building and its systems are in fair to poor condition. The current location was studied for major renovation and expansion. After several years of planning, with a focus on in town locations, the County and town have agreed to use this project as a further step in the renewal and rejuvenation of the downtown. The County has entered an agreement with the town to build on the site of the old Armory- which is to be demolished this Spring by the town, along with a row of very dilapidated commercial buildings.

The core committee in this design phase has included the library director, assistant director, three library trustees, county engineer, and county maintenance supervisor. Key in this process has been review and participation by the current librarians of Pocomoke. Key consultants have been engaged for these early design studies and are included on the team that is proposing continuing services on this project. These include Gipe for MEP, GMB for structural, and EA for civil engineering.

Building on the same goals and with mostly the same team as the Berlin branch, the team has also included Whiting Turner as a Construction Manager (CM) to help in an Integrated Design (ID) process with design phase estimating and consulting. This includes the early bidding and engagement of an HVAC contractor, and an Envelope/ Air seal consultant, and several stages of cost estimating, early value engineering, and constructability review. All work will be bid openly on the basis of cost (of supervision, mark up, general conditions, and labor rates) and qualifications, with the intention to provide better building quality and overall cost control in the basic conceptualization of systems and details from the outset. This is proposed to be managed under standard "CM at risk" contracting, as was used successfully for the Berlin branch.

We have done further studies to refine our approach to meeting high performance goals, referred to in Berlin as Passivhaus Standards. A library is an excellent candidate for this approach due to the needs for a very stable indoor environment in terms of temperature and humidity. In broad terms we have reviewed examples of libraries whose energy use intensity (EUI) ranges from 60 to 140 kbtu/sf/yr to (OC library is about 115) and the goal here would be to come in at 20-30kbtu/sf/yr, as Berlin has. This would reduce annual energy costs by 50-70% over an otherwise code compliant building and even that may be offset by on site photovoltaic production. A key part of this process is for the county to separately contract Gipe, or others, to commission the building, as we did for Berlin.

Initial phase design services, which include systems conceptualization, are completed. With approval at this point the team would continue to develop construction documents, apply for permits, and run a prequalification and bid process for all remaining vendors and subcontractors. The CM will propose a guaranteed maximum price (GMP) by at least 90% plans development, and the County would proceed if and when it finds this acceptable.

### **DESIGN COMMENTARY**

The building is proposed to be situated on the Armory site in downtown, near the community gardens and a block from the Pocomoke River. Parking is planned to the north side and along Willow St. The program is proposed at about 13,000sf of conditioned space on mostly one level with some mechanical and storage space on the 2<sup>nd</sup> floor. The primary areas in the library are an entry gallery, community room, children's library, adult library, young adult area. Also included are a history room, small meeting rooms, a maker space, restrooms, offices, staff and community room kitchens, and a workroom. The design allows the community space to function when the library is closed.

This approach has been in response to many of the developed goals for the project including making a building of prominent and fitting character in this historic town, making it welcoming, safe, and pedestrian friendly, and making it low maintenance and energy efficient, possibly incorporating a photovoltaic to offset some or all of its energy use.

The main entry is proposed on the north corner facing the downtown and the heart of the library is the circulation desk straight ahead, children's areas off to the left, collections and reading areas off to the right, and workrooms and utility areas behind the counter.

We have worked carefully and as a team with the librarians to review this layout, review other libraries in and out of Worcester County, and fine tune the program. We have reviewed the basic types and location of furnishings, shelving and service counter locations. We have in particular built on the successes and lessons learned from our work as a team on the Berlin library.

### **SITE**

Several visits to the site with the team and some town representatives informed the preliminary site analysis. We reviewed views to and from the site, identified opportunities, and reviewed environmental conditions including prevailing seasonal weather patterns, solar access, and existing vegetation. Traffic patterns were observed, and desirable pedestrian connections identified to the gardens, historic sites, downtown, and community gardens.

The site plan has been developed schematically to provide outdoor gathering spaces for adults and children. Improvements will include parking, walks, porches, site lighting, and some small landscaped areas around the building. As a full block renewal project the design anticipates some work on the surrounding streets and sidewalks that will need separate funding and continuing design. As well we would hope the tangle of overhead wires and preponderance of utility poles in and around this site may be cleaned up in the process.

The County engaged Hardin Kite to provide the soils report. Preliminary review indicates that town utilities are all available, water pressure is good, and storm water management will likely include a series of rain gardens, with some water possibly piped across the street to assist in irrigation for the community gardens.

### **SYSTEMS**

Most systems anticipated are based on the Berlin library, with some refinements and simplifications. We have worked closely with the county engineer and maintenance superintendent to understand their experience with other properties and priorities for developing a well performing facility, of low maintenance and long term value.

Significant recommendations include water and wind resistance, termite resistance, airtightness, and well-designed site and landscape features. Others include a durable low maintenance exterior (preference for brick and metal siding and metal roof), slab on grade construction (no crawl space), and trying to keep mechanical systems highly efficient, low maintenance, and very cost effective.

### **STRUCTURAL**

A variety of structural systems were reviewed for cost, thermal performance, durability, and flexibility. The foundation is designed as a well-insulated slab on grade and the exterior foundation wall is exposed from grade up to floor level. Walls are wood stick frame or steel stud with plywood sheathing. The mechanical room walls are anticipated to be of CMU for a combination of sound separation and structural bracing of the building. All floors are being designed for the load required for library stack areas of 150psf live load. The roof is to be framed of wood posts and glulam beams, with either wood or metal rafters, insulated by a combination of rigid foam panels above the sheathing and cavity fill/ Exterior porches, walkways, ramps, stairways and decks are all constructed of concrete in a basic and straightforward manner.

### **ENVELOPE, HEATING, VENTILATION, AND AIR CONDITIONING**

The building is generally oriented and laid out on site to be naturally energy efficient. It is longer on and East West axis with very well shaded west facing windows. The envelope systems are designed to be very airtight and well insulated, including below grade rigid insulation of R15, walls insulated with spray foam and cellulose or mineral fiber to R35, the roof insulated with rigid panels and cavity fill to R50, and tri pane windows. Air sealing systems consist of a variety of coatings, membranes, tapes, and selected products, and a testing and inspection system is specified to help ensure quality during construction.

During the design phase the mechanical engineer, Gipe, produced detailed comparison studies including

1. A Basic Heating and Cooling Load Summary under a variety of envelope scenarios ranging from base code compliance, and several steps of improved building performance. This study indicated that the most important aspect of achieving high performance was to focus on air tightness, as we had remarkable results in Berlin. This combined with a mid-level envelope insulation system, efficient lighting package, and a geothermal system would be most overall cost effective reducing the annual energy use by about 50-60%, and reducing the capacity required of installed equipment by about 50%, from about 26 tons to about 13. It was determined that the next step of energy efficiency would require a significantly increased effort for diminishing returns on reduced system size and operational costs.
2. An HVAC System Life Cycle Cost Analysis with a conclusion that a ground source system will save about 100k over a 20-year period over an air source system.

Based on these levels of insulation and airtightness goals were refined and optimized for a minimum 20-year life cycle. In general, this had led to the recommendation of a fairly high level of insulation, and a great focus on very air tight construction. The combination of these, along with the efficient lighting system described below yields a reduction of the size required of the HVAC systems (including wells, pipe and duct sizes, and unit capacity) when compared to similar size buildings designed to meet minimum code requirements.

We are keeping all HVAC systems electric based, for simplified maintenance, better regulated energy source cost control, and to maintain the prospect of renewable energy offset. The ventilation systems are decoupled from the space conditioning systems for energy efficiency and refined control. The system designed has a variety of distribution systems depending on the space and conditions. Larger spaces are to be conditioned with a forced air heat pump system, while smaller spaces are to be conditioned and controlled with ceiling heat pump cassettes, both types fed from the centralized geothermal loop. The system has been designed without humidification in the base bid, but space has been provided to add it if it is found to be necessary in the future.

#### **LIGHTING**

Lighting is to be designed but is anticipated to be primarily LED based, modelled primarily on Berlin, where cost of operation is greatly reduced in terms of both electrical needs and reduced maintenance.

#### **DATA POWER AND TECHNOLOGY**

Data and technology for libraries is a rapidly evolving area. Through support and consultation from the Eastern Shore Regional Library (ESRL) wireless internet and plentiful data ports are to be provided throughout the library, and sufficient power outlets to all sitting and service areas for visitor convenience. Several public computer banks are proposed in the program, but less than current libraries as the user access is increasingly on smartphones, laptops, and notepads.

#### **SECURITY**

A security system will be part of the bid packages. This includes cameras throughout the building for direct supervision and remote monitoring.



Worcester County Library  
Pocomoke Branch  
Pocomoke City Maryland

Birdseye View

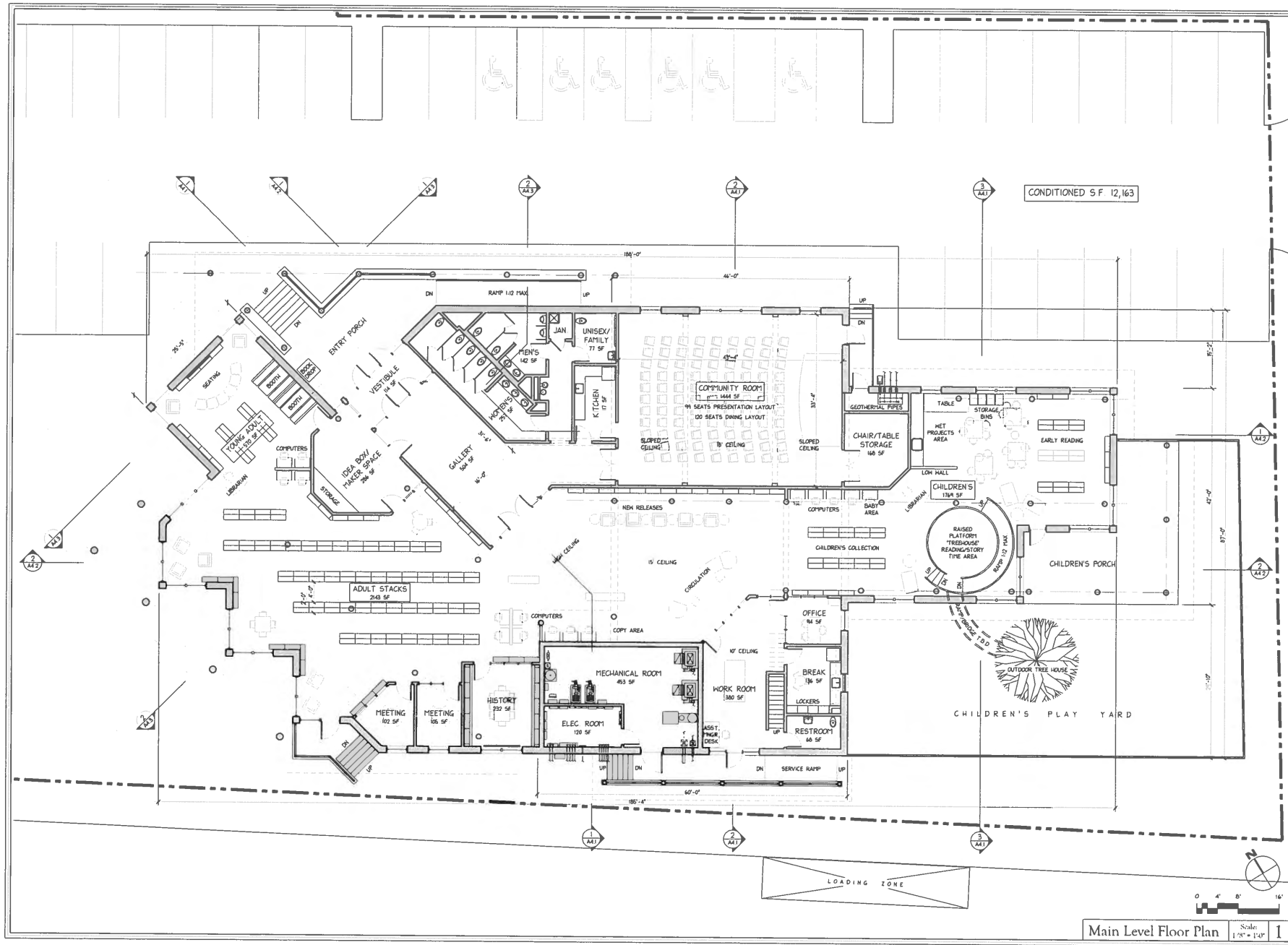




Worcester County Library  
Pocomoke Branch  
Pocomoke City Maryland

Approach





**The Design Group**  
 Architectural, Planning & Interior Design

Architect  
 Jeff Schellkopf, AIA  
 PO Box 237  
 Warren VT 05674  
 tel 802-496-2166  
 fax 802-329-2311  
 www.tdgv.com

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 final building code requirements  
 and details.*

Schematic Design

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 Checked By:  
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**Worcester County Library  
 Pocumoke Branch**

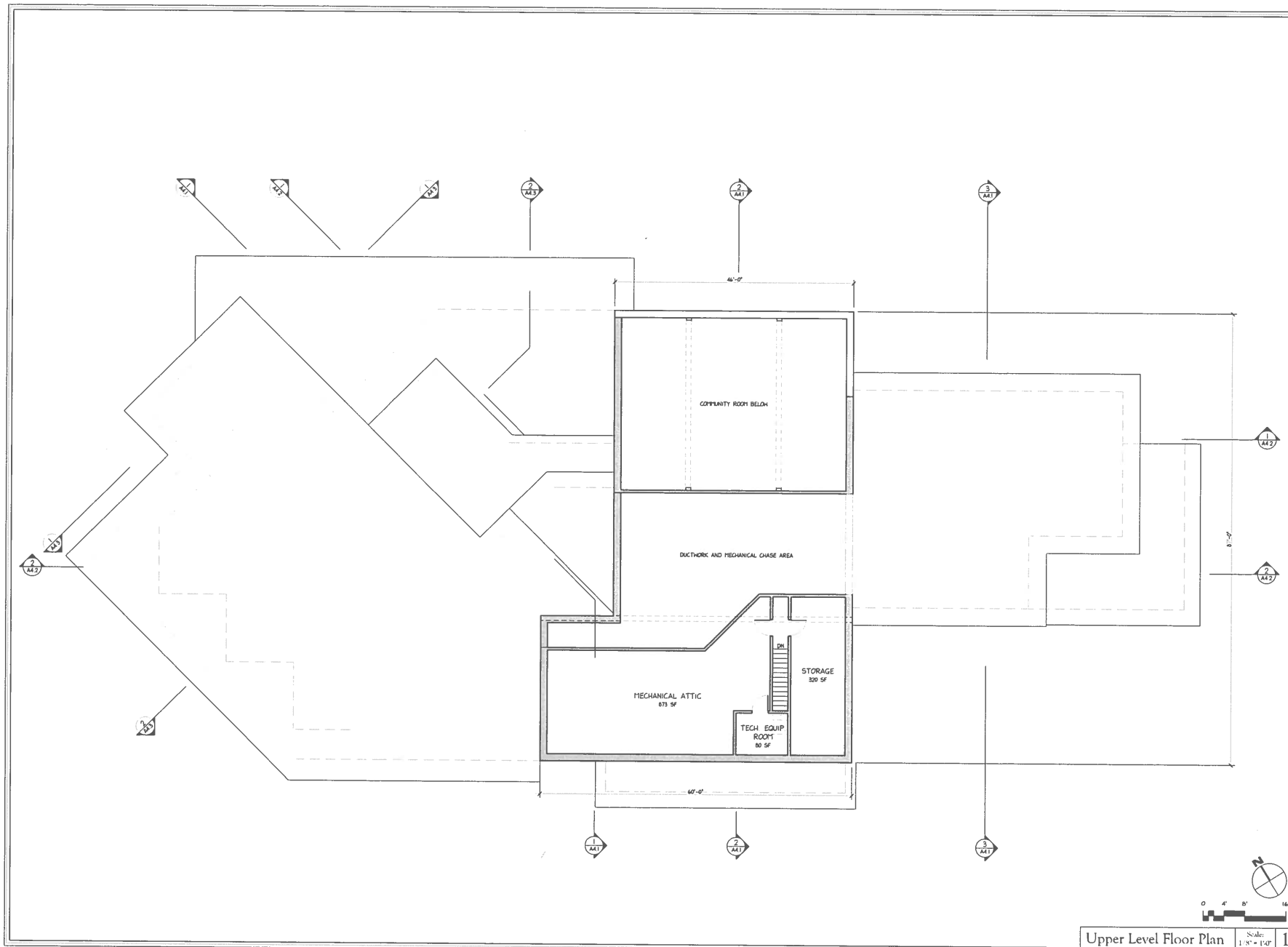
Willow Street and Clark Avenue  
 Pocumoke City, Vermont 05651

REVISIONS

DATE: 01.05.2023

Main Level Floor Plan

A2.1



**The Design Group**  
 Architect, Planning & Interior Design

Architect  
 Jeff Schoellkopf, AIA  
 PO Box 237  
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Schematic Design

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**Worcester County Library  
 Pocomoke Branch**  
 Willow Street and Clark Avenue  
 Pocomoke City, Maryland 21851

REVISIONS

DATE : 01.05.2023

Upper Level  
 Floor Plan

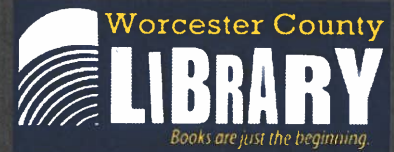
A2.2

Upper Level Floor Plan Scale 1/8" = 1'-0" 1





The Whiting-Turner Contracting Company  
100 West Main Street  
Salisbury, MD 21804  
410-677-3253  
www.whiting-turner.com



**Project Name:** Worcester County Pocomoke Branch Library  
**Type of Estimate:** Schematic Design Estimate  
**Estimate Date:** January 17, 2023  
**Project Location:** Pocomoke City, MD 21851  
**Owner:** Worcester County Government  
**Whiting-Turner Contact:** Adam Leonard  
**Whiting-Turner VP:** Scott Saxman  
**Architect/Engineer:** The Design Group  
**Document Set:** Schematic Design Documents - dated 1.05.2023

**Project Description:** Construction of a new 13,000 square foot single story public library located on an adaptive reuse site in downtown Pocomoke City, MD.



**Worcester County Pocomoke Branch Library  
Schematic Design Estimate - 01/17/2023**



DIVISION	BUILDING			SITE DEVELOPMENT			PROJECT TOTAL		
	13,100	GSF	BLDG	1.1	ACRE	SITE	13,100	GSF	
	COST	\$/SF	% COW	COST	\$/ACRE	% COW	COST	\$/SF	% COW
1 General Requirements	\$ 300,903	\$ 22.97	5.53%	\$ 22,000	\$ 19,557.55	4.29%	\$ 322,903	\$ 24.65	5.42%
2 Existing Conditions	\$ -	\$ -	0.00%	\$ 34,500	\$ 30,669.80	6.73%	\$ 34,500	\$ 2.63	0.58%
3 Concrete	\$ 396,659	\$ 30.28	7.29%	\$ -	\$ -	0.00%	\$ 396,659	\$ 30.28	6.66%
4 Masonry	\$ 275,680	\$ 21.04	5.07%	\$ -	\$ -	0.00%	\$ 275,680	\$ 21.04	4.63%
5 Metals	\$ 97,660	\$ 7.45	1.80%	\$ -	\$ -	0.00%	\$ 97,660	\$ 7.45	1.64%
6 Wood, Plastics, and Composites	\$ 199,030	\$ 15.19	3.66%	\$ -	\$ -	0.00%	\$ 199,030	\$ 15.19	3.34%
7 Thermal & Moisture Protection	\$ 873,278	\$ 66.66	16.05%	\$ -	\$ -	0.00%	\$ 873,278	\$ 66.66	14.67%
8 Openings	\$ 223,660	\$ 17.07	4.11%	\$ -	\$ -	0.00%	\$ 223,660	\$ 17.07	3.76%
9 Finishes	\$ 694,557	\$ 53.02	12.77%	\$ -	\$ -	0.00%	\$ 694,557	\$ 53.02	11.67%
10 Specialties	\$ 60,985	\$ 4.66	1.12%	\$ 10,000	\$ 8,889.80	1.95%	\$ 70,985	\$ 5.42	1.19%
11 Equipment	\$ 13,750	\$ 1.05	0.25%	\$ -	\$ -	0.00%	\$ 13,750	\$ 1.05	0.23%
12 Furnishings	\$ 129,504	\$ 9.89	2.38%	\$ -	\$ -	0.00%	\$ 129,504	\$ 9.89	2.18%
13 Special Construction	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%
14 Conveying Systems	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%
21 Fire Suppression	\$ 72,050	\$ 5.50	1.32%	\$ -	\$ -	0.00%	\$ 72,050	\$ 5.50	1.21%
22 Plumbing	\$ 131,000	\$ 10.00	2.41%	\$ -	\$ -	0.00%	\$ 131,000	\$ 10.00	2.20%
23 HVAC & Geothermal	\$ 1,023,250	\$ 78.11	18.81%	\$ -	\$ -	0.00%	\$ 1,023,250	\$ 78.11	17.19%
25 Integrated Automation	\$ 45,850	\$ 3.50	0.84%	\$ -	\$ -	0.00%	\$ 45,850	\$ 3.50	0.77%
26 Electrical & Solar	\$ 699,258	\$ 53.38	12.85%	\$ 15,500	\$ 13,779.18	3.03%	\$ 714,758	\$ 54.56	12.01%
27 Communications	\$ 140,820	\$ 10.75	2.59%	\$ -	\$ -	0.00%	\$ 140,820	\$ 10.75	2.37%
28 Electronic Safety & Security	\$ 62,350	\$ 4.76	1.15%	\$ -	\$ -	0.00%	\$ 62,350	\$ 4.76	1.05%
31 Earthwork	\$ -	\$ -	0.00%	\$ 128,202	\$ 113,968.99	25.03%	\$ 128,202	\$ 9.79	2.15%
32 Exterior Improvements	\$ -	\$ -	0.00%	\$ 172,857	\$ 153,666.49	33.74%	\$ 172,857	\$ 13.20	2.90%
33 Site Utilities	\$ -	\$ -	0.00%	\$ 129,205	\$ 114,860.61	25.22%	\$ 129,205	\$ 9.86	2.17%
<b>SUBTOTAL - COST OF WORK</b>	<b>\$ 5,440,243</b>	<b>\$ 415.29</b>	<b>100.00%</b>	<b>\$ 512,264</b>	<b>\$ 455,392.42</b>	<b>100.00%</b>	<b>\$ 5,952,507</b>	<b>\$ 454.39</b>	<b>100.00%</b>
Preconstruction Services	\$ 35,000	\$ 2.67	Fixed	\$ 3,000	\$ 2,666.94	Fixed	\$ 38,000	\$ 2.90	
Design and Estimating Contingency	\$ 476,201	\$ 36.35	8.00%	\$ 25,763	\$ 22,902.97	5.00%	\$ 501,964	\$ 38.32	
Construction/CM Contingency	\$ 303,262	\$ 23.15	5.00%	\$ 25,613	\$ 22,769.62	5.00%	\$ 328,875	\$ 25.10	
General Conditions	\$ 865,363	\$ 66.06	Fixed	\$ -	\$ -	Fixed	\$ 865,363	\$ 66.06	
Liability Insurance	\$ 71,898	\$ 5.49	0.90%	\$ 5,364	\$ 4,768.54	0.90%	\$ 77,262	\$ 5.90	
Whiting-Turner Bond	\$ 68,143	\$ 5.20	1.00%	\$ 5,702	\$ 5,068.52	1.00%	\$ 73,845	\$ 5.64	
Whiting-Turner Fee	\$ 240,886	\$ 18.39	3.50%	\$ 20,155	\$ 17,917.21	3.50%	\$ 261,040	\$ 19.93	
Builder's Risk Insurance	\$ 8,634	\$ 0.66	0.12%	\$ 722	\$ 641.53	0.12%	\$ 9,356	\$ 0.71	
<b>CONSTRUCTION TOTALS</b>	<b>\$ 7,509,630</b>	<b>\$ 573.25 / GSF</b>		<b>\$ 598,583</b>	<b>\$ 532,127.74 / ACRE</b>		<b>\$ 8,108,213</b>	<b>\$ 618.95 / GSF</b>	
FF&E, Artwork, and AV	\$ 600,000	\$ 45.80	Fixed	\$ -	\$ -	Fixed	\$ 600,000	\$ 45.80	
Permitting Fees	\$ 25,000	\$ 1.91	Fixed	\$ -	\$ -	Fixed	\$ 25,000	\$ 1.91	
Escalation Contingency	\$ 445,795	\$ 34.03	7.00%	\$ 32,273	\$ 28,689.72	6.00%	\$ 478,068	\$ 36.49	
<b>CONSTRUCTION PROJECT TOTALS</b>	<b>\$ 8,580,425</b>	<b>\$ 654.99 / GSF</b>		<b>\$ 630,855</b>	<b>\$ 560,817.46 / ACRE</b>		<b>\$ 9,211,281</b>	<b>\$ 703.15 / GSF</b>	
<b>Owner's Costs</b>									
Architectural / Engineering Fees	\$ 520,000	\$ 39.69	Fixed	\$ -	\$ -		\$ 520,000	\$ 39.69	
Owner Contingency	\$ 178,575	\$ 13.63	3.00%	\$ -	\$ -		\$ 178,575	\$ 13.63	
FF&E Design	\$ 25,000	\$ 1.91	Fixed	\$ -	\$ -		\$ 25,000	\$ 1.91	
Testing & Inspection Costs	\$ 50,000	\$ 3.82	Fixed	\$ -	\$ -		\$ 50,000	\$ 3.82	
<b>GRAND TOTAL PROJECT COST</b>	<b>\$ 9,354,000</b>	<b>\$ 714.05 / GSF</b>		<b>\$ 630,855</b>	<b>\$ 560,817.46 / ACRE</b>		<b>\$ 9,984,856</b>	<b>\$ 762.20 / GSF</b>	

## BUILDING

DESCRIPTION	QTY	UNIT	UNIT \$	TOTAL	COMMENTS
<b>01 GENERAL REQUIREMENTS</b>					
<b>01 50 00 Temporary Facilities and Controls</b>					
General Requirements	1	ls	\$ 300,903.00	\$ 300,903	See GR tab for breakdown and more detail
<b>01 70 00 Execution and Closeout Requirements</b>					
<b>TOTAL - DIV 1</b>				<b>\$ 300,903</b>	
<b>02 EXISTING CONDITIONS</b>					
<b>TOTAL - DIV 2</b>				<b>\$ -</b>	
<b>03 CONCRETE</b>					
<b>03 30 00 Cast in Place Concrete</b>					
<u>Standard Foundations</u>					
Concrete Foundations	1	ls	\$ 146,355.00	\$ 146,355	
Rebar	1	ls	\$ 27,500.00	\$ 27,500	
Foundation Wall- Building Perimeter	103	cy	\$ 700.00	\$ 72,204	
<u>Slab on Grade</u>					
Slab on Grade - 4"	12,100	sf	\$ 11.00	\$ 133,100	Incl concrete, stone base, vapor barrier
Broom Finish Concrete	-	ls	\$ -	\$ -	See division 31
<u>Walls and Columns</u>					
Mock-Up of Site wall	1	ls	\$ 7,500.00	\$ 7,500	Concrete only
<u>Miscellaneous</u>					
Housekeeping Pads	500	sf	\$ 20.00	\$ 10,000	
<b>03 40 00 Precast Concrete</b>					
Precast Concrete - Architectural					
<b>TOTAL - DIV 3</b>				<b>\$ 396,659</b>	
<b>04 MASONRY</b>					
<b>04 20 00 Unit Masonry</b>					
CMU Foundation Walls - Building Shell	-	sf	\$ 46.00	\$ -	
Brick Veneer	6,892	sf	\$ 40.00	\$ 275,680	
<b>04 40 00 Stone Assemblies</b>					
Stone Cladding		sf	\$ -	\$ -	
<b>TOTAL - DIV 4</b>				<b>\$ 275,680</b>	
<b>05 METALS</b>					
<b>05 10 00 Structural Metal Framing</b>					
Structural Steel Material	10	ton	\$ 4,200.00	\$ 42,000	
Structural Steel Decking and Joist Material	1,344	sf	\$ 15.00	\$ 20,160	1.5" B roof deck(22 ga) Galvanized G60 decking on bar joists
Fabrication	1	ls	\$ -	inc.	
Erection	1	ls	\$ -	inc.	
Detailing and Engineering	1	ls	\$ 5,000.00	\$ 5,000	
<b>05 40 00 Cold Formed Metal Framing</b>					
See Division 9 - Structural Studs included in wall systems costs					

## BUILDING

DESCRIPTION	QTY	UNIT	UNIT \$	TOTAL	COMMENTS
<b>05 50 00 Metal Fabrications</b>					
<u>Miscellaneous Metals</u>					
Allowance for Miscellaneous Metals	1	allow	\$ 7,500.00	\$ 7,500	
Metal Roof Ladders	-	vlf	\$ -	\$ -	
Ships Ladder	-	ea	\$ 6,500.00	\$ -	
Overhead Support Steel - Toilet Partitions	50	lf	\$ 100.00	\$ 5,000	
Overhead Support Steel - Projection Screens	50	lf	\$ 100.00	\$ 5,000	
Overhead Support Steel - Projector Mounts	25	lf	\$ 100.00	\$ 2,500	
Pipe Railings Type	-	lf	\$ 150.00	\$ -	
<u>Canopies</u>					
Canopy Framing	-	sf	\$ -	\$ -	Canopy framing included in structural metal framing and division 06.
<u>Egress Stairs and Railings</u>					
Metal Pan Stairs / Landings	18	rsr	\$ 400.00	\$ 7,200	Includes concrete infill
Center Stair Railings - steel handrail, 1/2" pickets, typ.	-	lf	\$ 100.00	\$ -	
Hand Railings, Wall Mounted - Type 3	44	lf	\$ 75.00	\$ 3,300	
<b>TOTAL - DIV 5</b>				<b>\$ 97,660</b>	
<b>06 WOOD, PLASTICS, AND COMPOSITES</b>					
<b>06 10 00 Rough Carpentry</b>					
Rough Carpentry (In wall Strapping / Blocking)	13,100	sf	\$ 1.50	\$ 19,650	
Roof Blocking	2,228	lf	\$ 13.00	\$ 28,964	Includes blocking for gutters, perimeter 3 rows of 2"x8"
PT Exterior Blocking	2,785	lf	\$ 15.00	\$ 41,775	1 row of 2"x8" at window, curtain wall, and storefront locations. Continuous blocking at soffit
Soffit Infill Framing	3,027	sf	\$ 10.00	\$ 30,270	Supplemental Soffit Infill Framing
2x12 exterior exposed wood joists - soffit system	400	sf	\$ 24.00	\$ 9,600	2x12 joists #1 or better S4S Douglas Fir
2x12 interior exposed wood joists - high ceilings	1,800	sf	\$ 24.00	\$ 43,200	At high ceiling of Adult Stacks
Plywood decking at exterior entrance canopies / low slope roofs	3,501	sf	\$ 6.70	\$ 23,457	
Plywood @ Elec or Mech Rm Com Rm for mounting 4x8 sheet	2	ea	\$ 500.00	\$ 1,000	presumed 8' Height, two walls
<b>06 40 00 Architectural Woodwork</b>					
Wood Base - Paint Grade	557	lf	\$ 2.00	\$ 1,114	
Wood Base - Clear Finish	-	lf	\$ -	\$ -	
Wood Veneer Wall Paneling	-	lf	\$ -	\$ -	
Casework, Cabinets, Countertops, Etc. - see Div 12					
<b>TOTAL - DIV 6</b>				<b>\$ 199,030</b>	

## BUILDING

DESCRIPTION	QTY	UNIT	UNIT \$	TOTAL	COMMENTS
<b>07 THERMAL &amp; MOISTURE PROTECTION</b>					
<b>07 10 00 Damp proofing &amp; Waterproofing</b>					
Damp proofing at Foundation Wall	2,785	sf	\$ 1.25	\$ 3,481	
Waterproofing - Fluid Applied Membrane	4,758	sf	\$ 2.00	\$ 9,516	
Vertical Wall Drainage Board	2,785	sf	\$ 1.75	\$ 4,874	
<b>07 20 00 Thermal Protection/Weather Barriers</b>					
Below grade Sips	-	sf	\$ 14.00	\$ -	
Exterior Wall Rigid Insulation - Foundation Wall	2,785	sf	\$ 2.00	\$ 5,570	
Air/Vapor Barrier - SPF	11,650	sf	\$ 5.25	\$ 61,163	Assumed Henry Air-Bloc 31MR and Blueskin SA - Includes lifts
Air Barrier Testing	-	sf	\$ -	\$ -	See general requirement for Envelope consultant
<b>07 40 00 Roofing and Siding Panels</b>					
Standing Seam Metal Roofing	14,122	sf	\$ 30.00	\$ 423,660	
Metal Wall Panel System - Exterior	4,122	sf	\$ 35.00	\$ 144,270	
Metal Panel Wall System Testing	-	ls	\$ -	\$ -	See general requirement for Envelope consultant
Metal Panel Wall System Mock-up	1	ls	\$ 1,500.00	\$ 1,500	
Building Envelope Performance Testing	-	allow	\$ -	\$ -	See general requirement for Envelope consultant
Fiber Cement Panel	3,309	sf	\$ 10.00	\$ 33,090	Fascia & Soffit System
<b>07 50 00 Membrane Roofing</b>					
TPO Membrane	3,501	sf	\$ 20.00	\$ 70,020	
<b>07 60 00 Flashing and Sheet Metal</b>					
Flashing/Penetrations	1	Allow	\$ 5,000.00	\$ 5,000	
<b>07 70 00 Roof and Wall Specialties and Accessories</b>					
Coping - typ. bent metal	339	lf	\$ 20.00	\$ 6,780	
Walkway Pads (Precast 2' x 2')	-	ea	\$ 80.00	\$ -	
Scuppers	-	ea	\$ -	\$ -	Included in gutter and downspout
Collection Boxes	-	ea	\$ -	\$ -	Included in gutter and downspout
Gutters	339	lf	\$ 26.00	\$ 8,814	
Downspouts	270	lf	\$ 32.00	\$ 8,640	18 locations assuming 15 height
Fall Arrest Anchorage Devices	-	ea	\$ -	\$ -	None assumed
Roof Hatches	-	ea	\$ 3,000.00	\$ -	None assumed
Roof - Expansion Joints	-	lf	\$ 45.00	\$ -	None assumed
Roof Curbs - Mechanical Eqpt	-	lf	\$ 48.00	\$ -	None assumed
<b>07 80 00 Fire and Smoke Protection</b>					
<u>Penetration Fire Stopping</u>					
Fire Sealants	1	allow	\$ 5,000.00	\$ 5,000	Based on Building SF
<u>Spray Applied Fireproofing &amp; Intumescent Paint</u>					
Spray Applied Fireproofing	-	sf	\$ -	\$ -	None assumed
Intumescent Fireproofing	-	sf	\$ -	\$ -	None assumed

## BUILDING

DESCRIPTION	QTY	UNIT	UNIT \$	TOTAL	COMMENTS
<b>07 90 00 Joint Protection</b>					
Interior Architectural Caulking	13,100	sf	\$ 2.00	\$ 26,200	Based on Building SF
Exterior Caulking	13,925	sf	\$ 4.00	\$ 55,700	Based on SF of envelope
Expansion Joints - Vertical Building Façade		lf	\$ -	-	None assumed
Expansion Joints - Interior Floors, Walls, Ceilings		lf	\$ -	-	None assumed
<b>TOTAL - DIV 7</b>				<b>\$ 873,278</b>	

## 08 OPENINGS

### 08 10 00 Doors and Frames

#### Exterior Doors

Exterior HM/HM - Single - 3' 0" x 7' 0"		ea	\$ 1,900.00	\$ -	Furnish Only
Exterior HM/HM - Single - 4' 0" x 8' 0"	1	ea	\$ 1,900.00	\$ 1,900	Furnish Only
Exterior HM/HM - Double - 6' 0" x 7' 0"		ea	\$ 2,430.00	\$ -	Furnish Only
Exterior HM/HM - Double - 6' 0" x 7' 2"	1	ea	\$ 2,430.00	\$ 2,430	Furnish Only
Exterior HM/HM - Single - 4' 0" x 8' 0" - Non electrified	1	ea	\$ 550.00	\$ 550	Install Only
Exterior HM/HM - Double - 6' 0" x 7' 0" - Non electrified	1	ea	\$ 700.00	\$ 700	Install Only
Exterior HM/HM - Single - 3' 0" x 7' 0" - Electrified		ea	\$ 500.00	\$ -	Install Only
Exterior HM/HM - Double - 6' 0" x 7' 0" - Electrified	4	ea	\$ 800.00	\$ 3,200	Install Only

#### Interior Doors

Interior HM/HM - Single - 3' 6" x 7' 0"		ea	\$ 1,000.00	\$ -	Furnish Only
Interior HM/HM - Single - 3' 0" x 7' 2"	2	ea	\$ 1,000.00	\$ 2,000	Furnish Only
HM/HM - Double - 6' 0" x 7' 0"		ea	\$ 2,100.00	\$ -	Furnish Only
Sliding Rite Slide Doors SCWD - Single - 3' 4" x 8' 0"	1	ea	\$ 2,500.00	\$ 2,500	Furnish Only
Sliding Rite Slide Doors SCWD - Double - 6' 0" x 8' 0"	2	ea	\$ 2,500.00	\$ 5,000	Furnish Only,
Interior SCWD/HM - Single - 3' 0" x 7' 0"		ea	\$ 1,220.00	\$ -	Plastic laminate (std laminate) at LPDL doors + Prefinished Red Oak at SCWD doors Finish Hardware for above and cylinders only for alum doors - Furnish Only
Interior LPLD/HM - Single - 3' 0" x 7' 10"	14	ea	\$ 1,220.00	\$ 17,080	Furnish Only
Interior SCWD/HM - Single - 3' 4" x 7' 2"	1	ea	\$ 1,220.00	\$ 1,220	Furnish Only
Interior SCWD/HM - Single - 3' 6" x 7' 10" Vision Glass	1	ea	\$ 1,220.00	\$ 1,220	Furnish Only
Interior SCWD/HM - Single - 3' 0" x 7' 0" Full Glass	1	ea	\$ 1,220.00	\$ 1,220	Furnish Only
Interior SCWD/HM - Double - 6' 0" x 7' 0"	1	ea	\$ 2,150.00	\$ 2,150	Furnish Only
Interior SCWD/HM - Double - 6' 0" x 7' 0" Vision Glass		ea	\$ -	\$ -	
Interior SCWD/HM - Single - 4' 0" x 7' 10"	24	ea	\$ 550.00	\$ 13,200	Install only
Premium for Fire Rating (per leaf)	4	ea	\$ 50.00	\$ 200	
Premium for Card Readers		ea	\$ 560.00	\$ -	Division 28

### 08 30 00 Specialty Doors and Frames

Exterior Overhead Doors - 8' x 8'		ea	\$ -	\$ -	none assumed
Access Panels	25	ea	\$ 150.00	\$ 3,750	
Vertical Fire and Smoke Curtain		sf	\$ -	\$ -	none assumed

### 08 40 00 Entrances, Storefronts, and Curtainwalls

#### Exterior Storefront Curtainwall/Doors

#### Interior Glass Doors

Interior Storefront Door - Single 3' 0" x 7' 0"		ea	\$ -	\$ -	
Interior Storefront Door - Double 6' 0" x 7' 0"		pr	\$ -	\$ -	
Interior Frameless Glass Door - Single 3' 0" x 8' 0"	2	ea	\$ 3,950.00	\$ 7,900	
Interior Frameless Glass Door - Single 3' 3" x 8' 0"	1	ea	\$ 3,950.00	\$ 3,950	
Interior Frameless Glass Door - Double 6' 0" x 8' 0"	1	pr	\$ 5,950.00	\$ 5,950	
Interior Frameless Glass Door - Single 4' 0" x 8' 0"	4	ea	\$ 3,950.00	\$ 15,800	
Premium for Full Glass Fire-Rated Doors		ea	\$ -	\$ -	
Auto Operators Single - Interior - just operator	1	ea	\$ 2,800.00	\$ 2,800	
Auto Operators Double - Interior	1	ea	\$ 4,000.00	\$ 4,000	
Auto Operators Single - Exterior	2	ea	\$ 2,800.00	\$ 5,600	
Auto Operators Double - Exterior	1	ea	\$ 4,000.00	\$ 4,000	
Card Readers		ea	\$ -	\$ -	See security

## BUILDING

DESCRIPTION	QTY	UNIT	UNIT \$	TOTAL	COMMENTS
<u>Exterior Curtainwall / Storefront Systems</u>					
Curtainwall - CW-1	250	sf	\$ 120.00	\$ 30,000	
Storefront - SF-1	250	sf	\$ 82.00	\$ 20,500	
<u>Interior Glass Walls</u>					
Interior Storefront - GW-1	10	sf	\$ 419.00	\$ 4,190	
<b>08 50 00 Windows and Glass</b>					
<u>Exterior Windows</u>					
Aluminum Windows	500	sf	\$ 110.00	\$ 55,000	
<u>Interior Glass and Glazing</u>					
Interior Glazing - Premium for Fire Rated Glass		sf	-	-	none assumed
Mirrors - Frameless	25	sf	\$ 50.00	\$ 1,250	none assumed
<b>08 90 00 Louvers and Vents</b>					
Louvers - Prefinished Aluminum to Match Metal Panels	40	sf	\$ 110.00	\$ 4,400	none assumed
<b>TOTAL - DIV 8</b>				<b>\$ 223,660</b>	

## 09 FINISHES

### 09 20 00 Plaster and Gypsum Board

#### Structural Stud Wall Assemblies

Wood Framing System - Exterior Back-up, Building Shell & Core.	13,100	sf	\$ 38.00	\$ 497,800	Wood Framing, insulated sheathing, inwall insulation, drywall and finishing
Exterior Soffit System	3,027	sf	\$ 5.00	\$ 15,135	

#### Interior GWB Wall Assemblies

Premium for STC Rating	13,100	sf	\$ 0.50	\$ 6,550	
Premium for Level 5 Finish		sf	-	-	none assumed
Premium for Abuse Resistant	13,100	sf	\$ 1.00	\$ 13,100	
Premium for Impact Resistant		sf	-	-	none assumed

#### Interior GWB Ceiling Assemblies

GWB Ceilings - Metal framing	-	sf	\$ 15.00	-	Included in Wood Framing System
GWB Ceilings - Moisture Resistant		sf	-	-	Included in Wood Framing System
Acoustical Ceiling Panels - Moisture Resistant		sf	-	-	Included in Wood Framing System
GWB Bulkheads	-	lf	\$ 60.00	-	Included in Wood Framing System

## BUILDING

DESCRIPTION	QTY	UNIT	UNIT \$	TOTAL	COMMENTS
<b>09 30 00 Tiling (See finish matrix)</b>					
<u>Tile/Stone Flooring</u>					
Porcelain Tile - Floor		sf	\$ 13.50	-	None assumed
Porcelain Tile - Base		lf	\$ 20.00	-	None assumed
Ceramic Tile - Floor	411	sf	\$ 9.25	3,802	
Ceramic Tile - Base		lf	\$ 7.75	-	None assumed
Quarry Tile Floor		sf	\$ -	-	None assumed
Quarry Tile Base		lf	\$ -	-	None assumed
Natural Stone Floor		sf	\$ -	-	None assumed
Natural Stone Base		lf	\$ -	-	None assumed
Schluter Strip Threshold	7	ea	\$ 25.00	175	
<u>Tile/Stone Wall Finish</u>					
Porcelain Tile - Wall		sf	\$ 13.50	-	None assumed
Ceramic Tile - Wall	2,250	sf	\$ 9.25	20,813	
<u>Misc. Tile Supplementary Components</u>					
Waterproofing Membrane - fleece polyethylene grid (under tile floors)		sf	\$ 3.00	-	
Anti-Fracture Membrane		sf	\$ 3.00	-	None assumed
Sealer for Natural Stone Tile		sf	\$ -	-	None assumed
Epoxy grout		sf	\$ 2.50	-	None assumed
<b>09 50 00 Ceilings</b>					
<u>Acoustical Panel Ceilings</u>					
ACT Ceilings	2,955	sf	\$ 5.00	14,775	
Wood Veneer Acoustic Panels	142	sf	\$ 12.00	1,704	
<b>09 60 00 Flooring (See finish matrix)</b>					
<u>Resilient Flooring, Base and Accessories</u>					
VCT- Vinyl Tile	-	sf	\$ 2.00	-	
Resilient Sheet Flooring		sf	\$ -	-	
LVT	1,139	sf	\$ 5.00	5,695	
Sealed Concrete	493	sf	\$ 2.00	986	
Rubber Base	2,509	lf	\$ 2.50	6,273	
<u>Carpet</u>					
Carpet Tile - moderate price	1,033	sy	\$ 40.00	41,333	
Carpet Tile - high end price	-	sy	\$ 50.00	-	
Walk Off Mat	101	sy	\$ 7.50	758	
Floor prep	605	sf	\$ 3.50	2,118	
Moisture Mitigation	10,540	sf	\$ 1.00	10,540	
<b>09 70 00 Wall Finishes</b>					
Natural Stone Veneer		sf	\$ -	-	
Vinyl Wall Coverings		sy	\$ -	-	
<b>09 80 00 Acoustic Treatment</b>					
Acoustic Wall Panels	285	lf	\$ 40.00	11,400	
<b>09 90 00 Painting and Coating</b>					
<u>Exterior Façade Painting</u>					
Exterior Painting	1	ls	\$ 3,500.00	3,500	
<u>Interior Painting</u>					
Painted GWB Walls	27,225	sf	\$ 0.90	24,503	Spray work
Painted CMU Walls	100	sf	\$ 1.00	100	
Painted GWB Ceilings	550	sf	\$ 0.50	275	Spray work
Painted Exposed MEP and bar joists in Ceilings	6,372	sf	\$ 0.40	2,549	Flat dryfall
Paint - GWB bulkhead	24	sf	\$ 0.65	16	
Paint Frames	18	ea	\$ 65.00	1,170	
Paint Doors	18	ea	\$ 55.00	990	
Paint Stairs / Stair Railings	-	flts	\$ 300.00	-	
Misc. Painted Finishes	1	allow	\$ 8,500.00	8,500	
<b>TOTAL - DIV 9</b>				<b>\$ 694,557</b>	



## BUILDING

DESCRIPTION	QTY	UNIT	UNIT \$	TOTAL	COMMENTS
<b>10 SPECIALTIES</b>					
<b>10 10 00 Information Specialties</b>					
<u>Visual Display Units</u>					
Whiteboards - 4' x 3'	2	ea	\$ 195.00	\$ 390	Polyvision
Whiteboards - 4' x 6'	2	ea	\$ 235.00	\$ 470	Polyvision
Tack boards 4'x4'	-	ea	\$ 185.00	\$ -	Polyvision
<u>Display Cases</u>					
Glass Display Case, in wall / flush	-	ea	\$ 2,150.00	\$ -	
Glass Display Case, wall mounted	-	ea	\$ 1,750.00	\$ -	
<u>Directories</u>					
Directory, wall mounted	-	ea	\$ -	\$ -	None Assumed
<u>Signage</u>					
Code Required Signs (ADA, Fire, Address, etc.)	4	allow	\$ 115.00	\$ 460	Life Safety
Exterior Signage on Building	2	ea	\$ 15,000.00	\$ 30,000	
Interior Signage, Room ID Plaque	25	ea	\$ 115.00	\$ 2,875	
Interior Signage, 12" Metal Pin Letters Cast Aluminum	10	ea	\$ 180.00	\$ 1,800	
<b>10 20 00 Interior Specialties</b>					
<u>Operable Partition</u>					
Operable Panel Partition	-	sf	\$ 85.75	\$ -	
<u>Wall and Door Protection</u>					
Corner Guards - Resilient, Plastic Type	24	ea	\$ 90.00	\$ 2,160	Include corner guards in book sorting
Fiberglass Reinforced Panels		sf	\$ -	\$ -	None assumed
<u>Toilet, Bath, and Laundry Accessories</u>					
18" Grab Bar	7	ea	\$ 75.00	\$ 525	Bobrick
24" Grab Bar	7	ea	\$ 79.00	\$ 553	Bobrick
36" Grab Bar	7	ea	\$ 86.00	\$ 602	Bobrick
Changing Table	2	ea	\$ 350.00	\$ 700	Koala Kare
Single Coat Hook	11	ea	\$ 75.00	\$ 825	Bobrick
Paper Towel Dispenser	6	ea	\$ 250.00	\$ 1,500	Bobrick electrified unit
Paper Towel Dispenser with trash receptacle	7	ea	\$ 450.00	\$ 3,150	Bobrick - Combo unit - Electrified per meeting on 7/21/21
Sanitary Napkin Disposal	7	ea	\$ 85.00	\$ 595	Bobrick
Soap Dispenser	13	ea	\$ 95.00	\$ 1,235	Bobrick
Toilet Seat Cover Dispenser	7	ea	\$ 65.00	\$ 455	Bobrick
Toilet Tissue Dispenser	7	ea	\$ 65.00	\$ 455	Bobrick
Bathroom Mirrors - Framed	7	ea	\$ 225.00	\$ 1,575	Bobrick
Janitor's Closet Accessories - Mop rack	1	ea	\$ 300.00	\$ 300	per janitor's closet
<b>10 40 00 Safety Specialties</b>					
<u>Fire Extinguishers and Cabinets</u>					
Fire Extinguishers and cabinets (non rated)	5	ea	\$ 315.00	\$ 1,575	
<b>10 50 00 Storage Specialties</b>					
<u>Lockers</u>					
Exterior Lockers - Metal		ea	\$ -	\$ -	None assumed
					None assumed
<u>Janitor Closet Wire Shelving</u>					
Shelving, High Volume, Vertical or Horizontal	1	ea	\$ 285.00	\$ 285	Assumed in janitors closet
		sf	\$ -	\$ -	See Division 12
<b>10 70 00 Exterior Specialties</b>					
Flagpole	1	ea	\$ 8,500.00	\$ 8,500	
<b>TOTAL - DIV 10</b>				<b>\$ 60,985</b>	
<b>11 EQUIPMENT</b>					
<b>11 30 00 Residential Equipment</b>					
Refrigerator	1	ea	\$ 2,000.00	\$ 2,000	Furnish and install
Microwave - Counter top	1	ea	\$ 150.00	\$ 150	Furnish and install
Dishwasher	1	ea	\$ 1,400.00	\$ 1,400	Furnish and install
Vending Machines	-	ea	\$ -	\$ -	Assumed provided by library's existing vender/lease so none included

## BUILDING

DESCRIPTION	QTY	UNIT	UNIT \$	TOTAL	COMMENTS
<b>11 50 00 Educational and Scientific Equipment</b>					
TV Monitors - 55" TV	4	ea	\$ 800.00	\$ 3,200	
Electrically Operated Projection Screen and Controls	1	ea	\$ 5,000.00	\$ 5,000	
AV Eqpt - Projectors	1	ea	\$ 2,000.00	\$ 2,000	
<b>TOTAL - DIV 11</b>				<b>\$ 13,750</b>	
<b>12 FURNISHINGS</b>					
<b>12 20 00 Window Treatments</b>					
Window Treatment - Manual shades	336	sf	\$ 14.00	\$ 4,704	Chain driven with valence, below the ceiling.
Window Treatment - Motorized Shades	500	sf	\$ 40.00	\$ 20,000	Power and control wiring by others, intelligent motor middle of the road.
<b>12 30 00 Casework</b>					
Interior casework & millwork	13,100	sf	\$ 8.00	\$ 104,800	
<b>12 50 00 Furniture</b>					
All non-fixed furniture	-	sf	\$ 55.00	\$ -	
Artwork	-	ls	\$ -	\$ -	See FF&E, Artwork, and AV
Security Mirrors	-	lf	\$ -	\$ -	Assume in furniture budget
<b>TOTAL - DIV 12</b>				<b>\$ 129,504</b>	
<b>13 SPECIAL CONSTRUCTION</b>					
<b>13 10 00 Special Facility Components</b>					
Fountains		ea	\$ -	\$ -	None assumed
<b>TOTAL - DIV 13</b>				<b>\$ -</b>	
<b>14 CONVEYING SYSTEMS</b>					
<b>TOTAL - DIV 14</b>				<b>\$ -</b>	

## BUILDING

	DESCRIPTION	QTY	UNIT	UNIT \$	TOTAL	COMMENTS
<b>21</b>	<b>FIRE SUPPRESSION</b>					
21 10 00	Water Based Fire Suppression Systems					
	Sprinklers	13,100	sf	\$ 5.50	\$ 72,050	Seismic not assumed
21 30 00	Fire Pumps					
	Fire Pumps	-	ea	\$ -	-	Not assumed, if needed add \$35,000
<b>TOTAL - DIV 21</b>					<b>\$ 72,050</b>	
<b>22</b>	<b>PLUMBING</b>					
22 00 00	Plumbing Insulation					
	Plumbing Insulation	1	sf	\$ -	-	Included with plumbing and piping number
22 10 00	Plumbing Piping					
	Plumbing System	13,100	sf	\$ 10.00	\$ 131,000	Included with plumbing and piping number
	Sanitary Piping	1	sf	\$ -	-	Included with plumbing and piping number
	Gas Piping	1	sf	\$ -	-	Included with plumbing and piping number
22 30 00	Plumbing Equipment					
	Plumbing Equipment	1	ea	\$ -	-	Included with plumbing and piping number
22 40 00	Plumbing Fixtures					
	Plumbing Fixtures, WH, Drains, Permit, ETC	1	ls	\$ -	-	Included with plumbing and piping number
<b>TOTAL - DIV 22</b>					<b>\$ 131,000</b>	
<b>23</b>	<b>HVAC</b>					
23 10 00	Facility Fuel Systems					
	Natural Gas Piping	50	lf	\$ 75.00	\$ 3,750	None assumed
23 00 00	HVAC					
	Rough Material for piping, ductwork, and plumbing	1	ls	\$ 50,000.00	Inc.	
	Geothermal wellfield and distribution system	4,200	lf	\$ 40.00	\$ 168,000	12 wells @ 350' Depth
23 30 00	HVAC					
	Heating & A/C Equipment	13,100	sf	\$ 65.00	\$ 851,500	
	Air Outlets and Inlets	-	sf	\$ -	-	
	Testing and balancing	-	sf	\$ -	-	
23 40 00	HVAC Air Cleaning Devices					
	Air Filtration System	-	gsf	\$ -	-	None assumed
<b>TOTAL - DIV 23</b>					<b>\$ 1,023,250</b>	
<b>25</b>	<b>INTEGRATED AUTOMATION</b>					
25 50 00	Integrated Automation Facility Controls					
	Automated Building Controls	13,100	sf	\$ 3.50	\$ 45,850	Assumed packaged control system
<b>TOTAL - DIV 25</b>					<b>\$ 45,850</b>	
<b>26</b>	<b>ELECTRICAL</b>					
26 10 00	Medium Voltage Electrical Distribution					
	Site power tie in	1	ea	\$ 10,000.00	\$ 10,000	
	Site power	1	ls	\$ 25,000.00	\$ 25,000	
	Electrical Labor	5,040	hrs	\$ 60.00	\$ 302,400	
	Temporary Power & Lighting	1	ls	\$ 5,000.00	\$ 5,000	
	Electrical permits and inspections	1	ls	\$ 5,000.00	\$ 5,000	
	Independent testing & studies	1	ls	\$ 10,000.00	\$ 10,000	
	Mobilization and equipment	1	ls	\$ 10,000.00	\$ 10,000	

## BUILDING

DESCRIPTION	QTY	UNIT	UNIT \$	TOTAL	COMMENTS
<b>26 20 00 Low Voltage Electrical Distribution</b>					
Lighting Controls	13,100	sf	\$ 1.71	\$ 22,401	
Branch Power	13,100	sf	\$ 4.23	\$ 55,413	
Switchgear & Panels	13,100	sf	\$ 2.00	\$ 26,200	
Feeders	-	sf	\$ -	\$ -	
Mechanical Connections	13,100	sf	\$ 3.49	\$ 45,719	
Raceways for other trades	90	ea	\$ 100.00	\$ 9,000	
Power for paper towel dispensers and faucets	10	ea	\$ 275.00	\$ 2,750	
<b>26 30 00 Facility Power Generating and Storing Equipment</b>					
Emergency Generators	-	sf	\$ -	\$ -	none assumed
Battery Equipment	-	sf	\$ -	\$ -	none assumed
Power Filtering and Conditioning	-	sf	\$ -	\$ -	none assumed
Transfer Switches	-	sf	\$ -	\$ -	none assumed
<b>26 40 00 Electrical Protection</b>					
Grounding	13,100	sf	\$ 0.90	\$ 11,790	
Lightning Protection	13,100	sf	\$ 1.10	\$ 14,410	
<b>26 50 00 Lighting</b>					
Lighting	13,100	sf	\$ 7.25	\$ 94,975	for fixtures
Site Lighting	4	ea	\$ 6,300.00	\$ 25,200	
Electronic Message Board	1	ea	\$ 4,000.00	\$ 4,000	
<b>26 90 00 Photovoltaic</b>					
Roof mounted solar arrays	10,000	W	\$ 2.00	\$ 20,000	none assumed
<b>TOTAL - DIV 26</b>				<b>\$ 699,258</b>	
<b>27 COMMUNICATIONS</b>					
<b>27 10 00 Structured Cabling</b>					
Structured Cabling	13,100	sf	\$ 7.00	\$ 91,700	
<b>27 20 00 Data Communications</b>					
Data Cabling and wall and floor boxes	1	ls	\$ 40,000.00	\$ 40,000	
Wireless Access Points(WAPS)	1	ls	\$ 9,120.00	\$ 9,120	
<b>27 40 00 Audio-Video Communications</b>					
Audio-Video Communications	-	sf	\$ -	\$ -	Included \$10,000 with the FF&E, Artwork, and AV line item.
<b>27 60 00 Computer Equipment</b>					
Computers and accessories	-	sf	\$ -	\$ -	By ESRL, none assumed.
TVs	-	sf	\$ -	\$ -	See division 11
Cabling - HDMI	-	sf	\$ -	\$ -	By ESRL, none assumed.
Mobile TV station	-	ls	\$ -	\$ -	Included in AV
Printers	-	sf	\$ -	\$ -	By ESRL, none assumed.
<b>TOTAL - DIV 27</b>				<b>\$ 140,820</b>	
<b>28 ELECTRONIC SAFETY &amp; SECURITY</b>					
<b>28 10 00 Access Control</b>					
Access Control - Single Door	7	ea	\$ 3,000.00	\$ 21,000	Included card readers, per door schedule. Per 6/24/21 meeting add a card reader to room 111/1 so all reading rooms have a card reader
Access Control - Double Door	1	ea	\$ 5,000.00	\$ 5,000	Included card readers, door 100/1
Access Control - Intercom	1	ea	\$ 1,200.00	\$ 1,200	Included card readers, door 139/2
<b>28 20 00 Video Surveillance</b>					
Video Surveillance - CCTV cabling	1	ls	\$ 3,450.00	\$ 3,450	Assumed 15 camera locations to wire to.
CCTV Equipment - Outdoor Camera	5	ea	\$ 1,800.00	\$ 9,000	Assumed 5 camera locations
CCTV Equipment - Indoor Camera	10	ea	\$ 1,500.00	\$ 15,000	Assumed 10 camera locations
<b>28 40 00 Life Safety</b>					
Fire Detection and Alarm	14,000	sf	\$ 0.55	\$ 7,700	
<b>TOTAL - DIV 28</b>				<b>\$ 62,350</b>	
<b>TOTAL BUILDING</b>				<b>\$ 5,440,243</b>	

## SITE DEVELOPMENT

DESCRIPTION	QTY	UNIT	UNIT \$	TOTAL	COMMENTS
<b>01 GENERAL REQUIREMENTS</b>					
<b>01 50 00 Temporary Facilities and Controls</b>					
Perimeter Fencing & Barricades - Chain link	1,500	lf	\$ 4.00	\$ 6,000	Temp Chain link Fence
Perimeter Fencing & Barricades - Gates	3	sets	\$ 5,000	\$ 15,000	Temp Chain link Fence Type
<b>01 70 00 Execution and Closeout Requirements</b>					
Final Cleaning	1	allow	\$ 1,000	\$ 1,000	Site Cleaning/Road Wash down
<b>TOTAL - DIV 1</b>				<b>\$ 22,000</b>	
<b>02 EXISTING CONDITIONS</b>					
<b>02 40 00 Demolition and Structure Moving</b>					
<u>Site Demolition</u> Existing Sitework Demolition	49,000	sf	\$ 0.50	\$ 24,500	
<u>Site Utility Demolition</u> Demo Geothermal	-	ea	\$ -	-	
<u>Building Demolition</u> Building Demolition		cf	\$ -	-	By Pocomoke City - Grant Funded
<u>Site Remediation</u> Hazardous Materials Remediation	-	allow	\$ -	-	None included.
<b>TOTAL - DIV 2</b>				<b>\$ 24,500</b>	
<b>10 SPECIALTIES</b>					
<b>10 10 00 Information Specialties</b>					
Site Signage	1	ea	\$ -	-	Included with building
<b>10 70 00 Exterior Specialties</b>					
Ground Set Flag Poles	1	ea	\$ -	-	See Division 10 70 00
Exterior Garden Shed	1	allow	\$ 10,000.00	\$ 10,000	
<b>TOTAL - DIV 10</b>				<b>\$ 10,000</b>	
<b>26 ELECTRICAL</b>					
<b>26 50 00 Lighting</b>					
Site Lighting - Parking Lot	1	allow	\$ 10,000.00	\$ 10,000	
Entrance Sign power	1	ls	\$ 5,500.00	\$ 5,500	
<b>TOTAL - DIV 26</b>				<b>\$ 15,500</b>	
<b>31 EARTHWORK</b>					
<b>31 10 00 Site Clearing</b>					
Clear and Grub	1	acres	\$ 1,100.00	\$ 1,237	
Remove Large Tree	0	ea	\$ 500.00	-	
<b>31 20 00 Earth Moving</b>					
<u>Excavation - Mass Site Operation</u>					
Bulk Earthwork	1	ls	\$ 66,394.00	\$ 66,394	
Fine Grade Site	1	acres	\$ 1,500.00	\$ 1,687	
Unforeseen Conditions or Hazardous Materials Allowance		cy	\$ -	-	None included.
Utility Locating - Test pits / Potholing	1	allow	\$ 10,000.00	\$ 10,000	
<u>Dewatering</u>					
Dewatering (Rainwater Only)		allow	\$ -	-	None included.
<u>Sediment and Erosion Control</u>					
Silt Fence	-	ls	\$ -	-	
Construction Entrance - Fabric and Stone	1	ea	\$ 10,000.00	\$ 10,000	
Dust Control/Street Cleaning	13	mths	\$ 1,000.00	\$ 13,000	
Temporary Seeding	5,444	sy	\$ 3.00	\$ 16,333	
SEC Maintenance	13	mths	\$ 1,000.00	\$ 13,000	

## SITE DEVELOPMENT

DESCRIPTION	QTY	UNIT	UNIT \$	TOTAL	COMMENTS
<b>31 30 00 Earthwork Methods</b>					
Termite Control Soil Treatment	13,100	sf	\$ 0.50	\$ 6,550	Bldg. Footprint one application only
<b>TOTAL - DIV 31</b>				<b>\$ 138,202</b>	
<b>32 EXTERIOR IMPROVEMENTS</b>					
<b>31 10 00 Bases, Ballasts, and Paving</b>					
<u>Asphalt Paving</u>					
Asphalt Pavement - Light Duty (Parking Lots)	787	sy	\$ 45.00	\$ 35,417	
<u>Concrete Paving</u>					
Concrete curb, gutter, and sidewalk	1	ls	\$ 25,000.00	\$ 25,000	Includes broom finish sidewalks
Stamped concrete sidewalks	-	sf	\$ 15.75	\$ -	
<u>Paving Specialties</u>					
Parking Bumpers	38	ea	\$ 75.00	\$ 2,850	
Pavement Markings & Signage	787	sy	\$ 0.50	\$ 394	Included in asphalt paving
Bollards	-	ea	\$ -	\$ -	None included.
<b>32 30 00 Site Improvements</b>					
<u>Chain Link Fences and Gates - Permanent</u>					
Steel and picket site fence	57	lf	\$ 170.00	\$ 9,690	
Steel and picket fence gates	3	ea	\$ 1,500.00	\$ 4,500	
Cedar Site Fence	-	lf	\$ 112.69	\$ -	
<u>Site Concrete</u>					
Transformer Pad	1	allow	\$ 2,500.00	\$ 2,500	
<u>Site Retaining / Screen Walls</u>					
Site Walls - Concrete	-	ls	\$ 82,000.00	\$ -	
Site Wall - Children's Area Projection Wall Steel Support	-	ls	\$ 5,000.00	\$ -	
Site Wall - Children's Area Projection Wall Parklex	-	sf	\$ 53.00	\$ -	
Exterior Benches and Monument Sign	1	ls	\$ 18,507.00	\$ 18,507	
Concrete Base for Lockers	-	ea	\$ 300.00	\$ -	
Raised Planters / Concrete Retaining Wall	1	ea	\$ 17,500.00	\$ 17,500	
<u>Site Furnishings</u>					
Bicycle Racks	4	ea	\$ 1,500.00	\$ 6,000	
Benches	-	ea	\$ -	\$ -	Included with concrete
Trash Receptacles	1	allow	\$ 500.00	\$ 500	
Table and Chairs	-	allow	\$ -	\$ -	See Division 14
<b>32 80 00 Irrigation</b>					
<u>Landscape Irrigation</u>					
Sprinkler Irrigation including power feed	1	sf	\$ -	\$ -	None assumed
<b>32 90 00 Planting</b>					
<u>Turf and Grasses</u>					
Seed Disturbed Areas	-	sy	\$ -	\$ -	Included with Earth work
<u>Plants</u>					
Landscaping	1	allow	\$ 50,000.00	\$ 50,000	
<b>TOTAL - DIV 32</b>				<b>\$ 172,857</b>	

## SITE DEVELOPMENT

DESCRIPTION	QTY	UNIT	UNIT \$	TOTAL	COMMENTS
<b>33 UTILITIES</b>					
<b>33 10 00 Water Utilities</b>					
<u>Domestic Water</u>					
Water Utilities	1	ls	\$ 20,000.00	\$ 20,000	
<b>33 30 00 Sanitary Sewerage</b>					
Sanitary Sewerage, piping, and manholes	1	ls	\$ 19,205.00	\$ 19,205	
<b>33 40 00 Stormwater Utilities</b>					
Storm utility / infiltrations system	1	allow	\$ 90,000.00	\$ 90,000	
<b>33 70 00 Electrical Utilities</b>					
Electric - Power Tie Into Main Utilities	1	ea	\$	-	Included with building
<b>33 80 00 Communications Utilities</b>					
Communication - Telecomm Tie in to Main Utilities	1	ea	\$	-	Included with building
<b>TOTAL - DIV 33</b>				<b>\$ 129,205</b>	
<b>TOTAL SITE DEVELOPMENT</b>				<b>\$ 512,264</b>	

ORPHAN'S COURT OF WORCESTER COUNTY  
ONE WEST MARKET STREET-ROOM 102  
SNOW HILL, MARYLAND 21842

January 24, 2023

Honorable Chip Bertino, President  
Worcester County Commissioners  
1 West Market Street  
Snow Hill, Maryland 21863

Re: Reserved Parking Spaces (2)  
Worcester County Orphans Court Judges

Dear Mr. Bertino:

Pursuant to your conversation with Associate Judge Cheryl Jacobs we are writing you to respectfully request that the Worcester County Commissioners consider reserving two (2) spaces for the Orphan's Court for Associate Judge Linda Hess and Associate Judge Cheryl Jacobs every Tuesday from 9 AM until Noon in the main lot in order to allow closer access to the Circuit Court Building.

It would be greatly appreciated if the spaces were directly adjacent to the current County Commissioners spaces and be labeled in similar fashion to the Commissioners spaces for use by the Orphan's Court Judges every Tuesday from 9 AM until Noon.

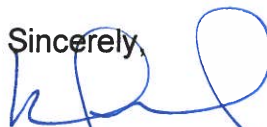
The Worcester County Orphan's Court Judges arrive around 9 AM to start their review of court documents with hearings commencing at 10 AM, which is later than most of the individuals arrive who arrive to use the lot for County or State Business. At that time there typically aren't any spaces available in close proximity to the courthouse for the Judges use and quick access to the courthouse.



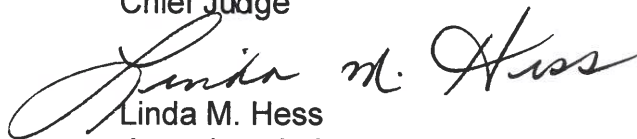
Worcester County Commissioners  
Orphans Court Judges  
January 18, 2023  
Page 2

It the Commissioners would be so kind as to grant this request we would be most appreciative. Please feel free to telephone me if you have any questions or need additional information. As always, thanks for your help.

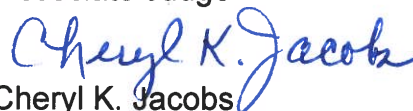
Sincerely,



Michael Diffendal  
Chief Judge



Linda M. Hess  
Associate Judge



Cheryl K. Jacobs  
Associate Judge

Cc: Mr. Weston Young, CAO



Worcester County Government

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

(410) 632-1194 | (410) 632-3131 (fax) | admin@co.worcester.md.us | www.co.worcester.md.us

**MEMORANDUM**

TO: Worcester County Commissioners  
FROM: Nicholas W. Rice, Procurement Officer  
DATE: February 7, 2023  
RE: Request to Purchase – States Attorney’s Office Vehicle

---

Public Works is requesting Commissioner approval to purchase one new vehicle on behalf of the State’s Attorney. The State’s Attorney requested Public Works – Fleet Division’s assistance in procuring a new 2022 Ford Explorer for a new position associated with the Vulnerable Adult Task Force. Fleet found the following vehicle which the State’s Attorney has confirmed will meet their needs. It is Public Work’s understanding that funds are available to cover the purchase of this vehicle with the recently approved grant associated with the Vulnerable Adult Task Force. Attached is the quote received in the amount of \$41,600 from Hertrich Ford of Pocomoke.

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



FAMILY OF AUTOMOBILE DEALERSHIPS

FOR INTERNAL USE ONLY

Date: 1/24/2023

Salesperson: William Jump

Manager: Keith Ferry

BUSINESS NAME Worcester County Commisioners Home Phone : (410) 632-5675  
CONTACT

Address : SNOW HILL, MD 21863 Work Phone :  
WORCESTER

E-Mail : Cell Phone : (443) 783-5693

VEHICLE

Stock # : DX EXP XLT New / Used : New VIN : 1FMSK8DH0NGC48244 Mileage: 0

Vehicle : 2022 Ford Explorer Color :

Type : XLT 4dr 4x4

Market Value Selling Price	41,695.00
Discount	618.00
Adjusted Price	41,077.00
Document Fee	499.00
Non Tax Fees	24.00
Cash Deposit	.00
Balance	41,600.00

Customer Approval: \_\_\_\_\_ Management Approval: \_\_\_\_\_

By signing this authorization form, you certify that the above personal information is correct and accurate, and authorize the release of credit and employment information. By signing above, I provide to the dealership and its affiliates consent to communicate with me about my vehicle or any future vehicles using electronic, verbal and written communications including but not limited to eMail, text messaging, SMS, phone calls and direct mail. Terms and Conditions subject to credit approval. For Information Only. This is not an offer or contract for sale.

Type Comments Here:



Worcester County Government

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

(410) 632-1194 | (410) 632-3131 (fax) | admin@co.worcester.md.us | www.co.worcester.md.us

## MEMORANDUM

TO: Worcester County Commissioners  
FROM: Nicholas W. Rice, Procurement Officer  
DATE: February 7, 2023  
RE: Request to Purchase – Sheriff's Office Vehicles

---

The Sheriff's Office is requesting to purchase two new vehicles to replace two vehicles that are currently assigned to Worcester County Sheriff's Office Bureau of Investigation. The two new vehicles are 2023 Chevrolet Traverses and cost approximately \$30,459 each, plus the cost of additional key fobs, for a total of \$62,868. Vehicle pricing is based off of the State of Maryland's contract with Hertrich Fleet Services. The Sheriff's Office is requesting to use encumbered funds from their FY22 budget for fleet vehicles.

In FY22, the Commissioners approved \$741,000 for the purchase of eighteen Chevrolet Tahoe's that were budgeted at \$39,000 each and one Ford Expedition budgeted at \$39,000. Pricing for these vehicles came in underbudget in the amount of \$673,631, leaving a remaining balance of \$67,369.

These vehicles will need minimal equipment as they will be for investigators and not patrol. The funding needed for the equipment will come from available funds in Public Safety Equipment account 100.1101.030.7180.

The two vehicles that will be replaced are a 2011 Chevrolet Tahoe with 241,498 miles and a 2014 Ford Expedition with 194,888. This purchase would reduce the number of vehicles the Sheriff's Office would request to replace in FY24.

Attached for your review is a copy of the Maryland State Contract pricing from Hertrich Fleet Services. Should you have any questions, please feel free to contact me.

# ITEM 12

# HERTRICH FLEET SERVICES, INC

1427 Bay Road      Milford, DE 19963  
 Ford - Chevrolet - Dodge - Jeep  
 Lincoln - Honda - Buick - GMC - Toyota - Nissan

(800) 698-9825

(302) 422-3300

Fax: (302) 839-0555

**STOCK - AVAILABLE MAY-JUNE 2023**

**STATE OF MARYLAND - BPO #001B2600367**

**TYPE 10M: 2023 CHEVROLET TRAVERSE AWD LS**

INCLUDES: 3.6L V6 ENGINE, POWER WINDOWS, LOCKS, MIRRORS,  
 REAR CAMERA, BLUETOOTH, 3<sup>RD</sup> ROW SEAT

✓	CODES	DESCRIPTION	
		2023 Chevrolet Traverse AWD LS	<b>\$ 30,459</b>
	Colors	<b>Available Colors :</b> <ul style="list-style-type: none"> <li>• GAZ – Summit White</li> <li>• GAO – Northsky Blue</li> <li>• GB8 - Mosaic Black</li> <li>• GXD – Sterling Gray</li> </ul>	
	Interior	Black Premium Cloth Seats	
		<b>Total</b>	

Please contact me with any questions, changes or to place an order. I look forward to hearing from you.

Susan E. Hickey

[shickey@hertrichfleet.com](mailto:shickey@hertrichfleet.com) / 800-698-9825



Worcester County Government  
One West Market Street | Room 1103 | Snow Hill MD 21863-1195  
(410) 632-1194 | (410) 632-3131 (fax) | admin@co.worcester.md.us | www.co.worcester.md.us

**MEMORANDUM**

TO: Worcester County Commissioners  
FROM: Nicholas W. Rice, Procurement Officer  
DATE: February 7, 2023  
RE: Request to Bid – Sale of Two Surplus Properties

---

Attached for your review and approval are proposal documents for the sale of two County-owned properties. The first property, formally known as the Liquor Control Warehouse, is located at 5363 Snow Hill Road, Snow Hill, MD. The second property, formally known as the Economic Development Building, is located at 100 Pearl Street, Snow Hill MD.

Administration is requesting the County Commissioners declare these two properties surplus. Once declared surplus and the Commissioners have had the opportunity to review these documents, it is requested that authorization be provided to solicit proposals for these properties. The proposal documents contain evaluation criteria that will allow the County to determine who will be selected to purchase each property.

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

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



**REQUEST FOR PROPOSAL**

<b>PROJECT:</b>	<b>Sale of Surplus Property – Warehouse Facility – Prior Liquor Control Building</b>
<b>DEPARTMENT:</b>	_____

**VENDOR:**

<b>NAME:</b>	_____
<b>ADDRESS:</b>	_____ _____ _____

**PROPOSAL OPENING:**

<b>DATE:</b>	<b>Wednesday, March 8, 2023</b>
<b>TIME:</b>	<b>2:00 PM</b>

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TO PROPOSAL 16**

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**ATTACHMENTS:**

**WORCESTER COUNTY'S STANDARD TERMS AND CONDITIONS**

**APPRAISAL REPORT DATED 3/16/2018**

## **SECTION 1: PROJECT OVERVIEW**

### 1.1 General Intent

- a. Worcester County, Maryland (“County”) has declared surplus and now offers for sale the following described real property (“Property”), 5363 Snow Hill Road, Snow Hill, Maryland 21863.
- b. All Development Proposals submitted must conform to the Proposal Requirements listed in Section 2.
- c. Entities that submit a proposal for award of this contract are referred to as “proposers” in this document. The firm or individual that is awarded the contract is herein referred to as the “Firm” or “Developer”. The words Bidder, Offeror, Consultant, Proposer, Developer and Contractor may be used interchangeably.

### 1.2 Background Information – Worcester County

- a. Worcester County, Maryland, founded in 1742, was created by the division of Somerset County (pop. 52,460, per v2020 estimates [www.census.gov](http://www.census.gov)).
- b. Stretching from Southern Delaware to Virginia’s Eastern Shore, Worcester is the heart of the Delmarva region and the only Maryland county bordering the Atlantic. Located less than three hours from Baltimore, Washington DC and Philadelphia, Ocean City – the county’s renowned resort – attracts more than 8 million visitors annually. Worcester is also federally designated SBA HUBZone, with three Enterprise Zones and two Arts & Entertainment districts. Worcester’s flagship manufacturing hub is the 175-acre Pocomoke Industrial Park.

### 1.3 Site Description and Zoning

- a. The subject property is a warehouse and office space building situated along the southwest side of Snow Hill Road west of the town of Snow Hill, Maryland. The property consists of a 7.96 +/- acre commercial site presently improved with a 47,575 +/- square foot warehouse building with a partial office fit-out.
- b. The County makes no representations, guaranty, or warranty concerning any site conditions. The subject property is being offered in an “AS IS, WHERE IS” condition.

## 1.4 Summary of Parcel Data

<b>Name:</b>	<b>Warehouse Facility – Prior Liquor Control Building</b>
<b>Tax I.D.'s:</b>	Map 0063, Grid 0004, Parcel 0002 (ID #02-007118)
<b>Ownership:</b>	County Commissioners of Worcester County
<b>Location:</b>	Southwest side of Snow Hill Road, west of the Pocumoke River
<b>Current Use:</b>	Previously the County's Liquor Control Building, the property is currently being leased to a tenant on month to month basis.
<b>Zoning:</b>	C-2; General Commercial District
<b>Gross Acreage:</b>	7.96 +/-
<b>Appraised Value:</b>	\$990,000 (2018 appraisal by Lefort Appraisal & Consulting, Inc.)
<b>Tax Assessment Value:</b>	\$965,400 (as of Phase-In Assessment 2017-2020)
<b>Special considerations:</b>	Property appears to lie within the 100 Year Flood Plain Area. Building elevation appears below flood plain per GIS data.

## 1.5 Development Objectives

- a. The County is interested in receiving proposals that would lead to economic development that would benefit the County. Developers should strive to ensure that the completed use is coordinated and balanced and includes, but is not limited to:
  - i. Highly aesthetic, quality mixed-use project which is harmonious with the objectives of Worcester County;
  - ii. Increases property tax base and develops a lasting revenue stream;
  - iii. Foster intensity of development – efficient use of land, good density and promoting vibrancy;
  - iv. Restore and maintain environmental quality – reduce the amount of runoff pollution, increase the amount of green space, plant trees, utilization of sustainable materials and incorporation of water and energy efficient site design/construction;

**END OF SECTION**

## SECTION 2: PROPOSAL REQUIREMENTS

### 2.1 General Submittal Information

- a. Proposers, before submitting a proposal, will become fully informed as to the extent and character of the proposal document and are expected to completely familiarize themselves with the requirements of this solicitation and any and all specifications. Failure to do so will not relieve the Proposer of the responsibility to fully perform in accordance therewith. No consideration will be granted for alleged misunderstanding of the material to be furnished or the work to be performed, it being understood that the submission of a proposal is an agreement with all of the items and condition referred to herein.
- b. All offers and any other documents required as noted in this RFP and any addenda must be submitted to Nicholas Rice, Procurement Officer, 1 West Market Street, Room 1103, Snow Hill, MD 21863, by Wednesday, March 8, 2023 at 2:00 p.m. Under no circumstances will offers delivered after the date and time specified be considered. The County will not be responsible for any offer delayed in the postal or other delivery service nor any late offer, amendment, or request for withdrawal of offer, received after the RFP date. Offers received after the date and time for receipt will be returned unopened.
- c. All submitted documents should be prepared in a professional manner and must provide a clear and concise demonstration of the Proposer's capability to satisfy the requirements and objectives of this RFP.
- d. The County will not be limited solely to the information provided by the Proposer, but may utilize other sources of information useful in evaluating the capabilities of the Proposer. Special or unique capabilities or advantages of the Proposer should be clearly stated in the Developer's Development Proposal Document.
- e. All copies of the Proposal submittal and any other documents required to be submitted with the Proposal will be enclosed in a sealed envelope. The envelope will be identified with the project name and the Proposer's name and address. If the proposal is sent by mail, the sealed envelope will be enclosed in a separate mailing envelope with the notation "**SEALED PROPOSAL ENCLOSED**" on the face thereof.
- f. Proposers or their authorized agents are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting proposals; failure to do so will be at the Proposer's own risk.
- g. Proposals will be valid for a minimum of 180 days from the date of proposal opening.

## 2.2 RFP-specific Submission Requirements

Each submission of proposal documents will be required to provide the following exhibits or materials as part of the proposal package. In order to issue a uniform review process and to obtain the maximum degree of comparability, it is required that the submittal be organized in the manner specified, tabbed, and with a table of contents.

- a. Title Page: Show the name of the development firm, address, telephone number, name of contact person, date, and the subject: **“Sale of Surplus Property – Warehouse Facility – Prior Liquor Control Building”**.
- b. Table of Contents: Include a clear identification of the material by section and by page number.
- c. Comprehensive Plan for use of the Site: This should include, but not limited to:
  - Plans for renovation or demolition;
  - Use planned when demolition has been completed;
  - Anticipated neighborhood impact. If applicable address:
    - Traffic
    - Parking
    - Pedestrian traffic
    - Noise
    - Construction
  - Discuss how your proposed use is compatible with the surrounding neighborhood.
  - Anticipated date of project / redevelopment completion.
- d. Letter of Interest: Brief history of firm, a statement of the respondent’s interest in the proposed property, and describe the firm’s strengths that enhance their ability to purchase the properties and carry out any proposed improvements to the properties.
- e. Financial Capacity to Complete Proposed Improvements: In order for proposals to be considered, Proposers must submit with their proposal, a letter from a lending institution evidencing the Proposer possesses the ability to obtain the necessary funds to purchase this property. Evidence will include all information necessary to certify that the Proposer: maintains a permanent place of business; has available the organization and qualified manpower to do the proposed improvements; has adequate financial status to meet the financial obligations incidental to the proposed improvements; has not had just or proper claims pending against him or his company. **Failure to submit this letter with your proposal may result in rejection of your proposal.**

- f. Additional Background: You are invited to include a maximum of five pages of information not included above which you feel may be useful and applicable to this project.
- g. County Forms: Submit the following completed forms provided in the RFP (found in Sections 5, 6, 7 & 8):
  - i. Section 5: Form of Proposal
  - ii. Section 6: Developer's Affidavit of Qualification to Proposal
  - iii. Section 7: Ownership Disclosure Form
  - iv. Section 8: Non-Collusive Affidavit

## 2.3 Completion of Proposal Documents

- a. Use only forms supplied by the County.
- b. Submit one (1) original and three (3) copies of completed Proposal Documents. Each copy of the proposal will be bound in a single volume. All documents submitted with the proposal will be bound in that single volume. All blanks on the form will be filled in.
- c. Where so indicated by the make-up of the proposal form, sums will be expressed in both words and figures, and in the case of a discrepancy between the two, the amount written in words will govern. In event there is a discrepancy between the unit price and the extended totals, the unit prices will govern.
- d. Any interlineation, alteration, or erasure MUST be initialed by the signer of the Proposal.
- e. Each copy of the proposal will be signed by the person or persons legally authorized to bind the Proposer to a contract, using the legal name of the signer. A proposal submitted by an agent will have a current Power of Attorney attached certifying the agent's authority to bind the Proposer.
- f. Proposer will supply all information and submittals required by the documents to constitute a proper and responsible proposal.
- g. Any ambiguity in any proposal as a result of omission, error, lack of clarity or noncompliance by the Proposer with specifications, instructions, and/or all conditions of proposal will be construed in the light most favorable to the County.

## 2.4 Deposit

- a. The Successful Proposer, within fourteen (14) calendar days from the Notice of Award, will be required to provide a deposit in an amount not less than five percent (5%) of the base bid. Certified or cashier's checks are acceptable, made payable to the County.
- b. The deposit will be returned to the Successful Proposer upon execution of a Purchase and Sale Agreement or applied to the sale.

**END OF SECTION**

## **SECTION 3: EVALUATION AND SELECTION PROCESS**

### 3.1 Opening of Proposals

- a. Proposals received on time will be opened publicly and only participant's name will be read aloud for the record.
- b. The contract will be awarded or all proposals will be rejected within 180 days from the date of proposal opening.

### 3.2 Acceptance or Rejection of Proposals

- a. Unless otherwise specified, the contract will be awarded to the most **RESPONSIBLE** and **RESPONSIVE** Proposer complying with the provisions of the proposal documents, provided the proposal price is reasonable and it is in the best interest of the County to accept it. The County reserves the right to reject the proposal of any Proposer who has previously failed to perform properly in any way or complete on time contracts of a similar nature; or a proposal from a Proposer who, investigation shows, is not in a position to perform the contract; or a proposal from any person, firm, or corporation which is in arrears or in default to the County for any debt or contract.
- b. In determining a Proposer's **RESPONSIBILITY**, the County may consider the following qualifications, in addition to price:
  - i. Ability, capacity, and skill to provide the commodities or services required within the specified time, including future maintenance and service, and including current financial statement or other evidence of pecuniary resources and necessary facilities;
  - ii. Character, integrity, reputation, experience and efficiency;
  - iii. Quality of past performance on previous or existing contracts, including a list of current and past contracts and other evidence of performance ability;
  - iv. Previous and existing compliance with laws and ordinances relating to contracts with the County and to the Proposer's employment practices;
  - v. Evidence of adequate insurance to comply with contract terms and conditions;
  - vi. Statement of current work load and capacity;
  - vii. Explanation of methods to be used in fulfilling the contract.
- c. In determining a Proposer's **RESPONSIVENESS**, the County will consider whether the proposal conforms in all material respects to the proposal documents. The County reserves the right to waive any informalities or irregularities that may be in its best interest to do so. Additionally, failure to submit the proposal documents in the manners outlined above may result in the proposal document being rejected as unresponsive.

- d. The County will have the right to reject any and all proposals, where applicable to accept in whole or in part, to add or delete quantities, to reject a proposal not accompanied by required proposal security or other data required by the proposal documents, and to accept or reject any proposal which deviates from specifications when in the best interest of the County. Irrespective of any of the foregoing, the County will have the right to award the Contract in its own best interests.

**END OF SECTION**



## **SECTION 4: GENERAL INFORMATION**

### 4.1 Economy of Proposal

- a. Proposals should be prepared simply and economically, providing straightforward and concise description of the Proposers' capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content. Elaborate brochures and other representations beyond that sufficient to present a complete and effective proposal are neither required nor desired.

### 4.2 Proprietary Information or Trade Secrets

- a. The Proposer may invoke proprietary information or trade secret protection for submission of any data/material by (1) identifying the data/material in a written description, (2) clearly marking the data/material as proprietary, and (3) providing a written statement detailing the reasons why protection is necessary. The County reserves the right to ask for additional clarification prior to establishing protection.

### 4.3 Ownership of Materials

- a. Ownership of all material and documentation originated and prepared pursuant to the RFP will belong exclusively to the County and is subject to public inspection in accordance with the Freedom of Information Act. Trade secrets or proprietary information submitted by a Firm in connection with a procurement transaction will not be subject to disclosure under the Freedom of Information Act. However, the Firm must invoke the protections of this section prior to or upon submission of the data or other materials.

### 4.4 Audit

- a. The Firm agrees to retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited. The County, its authorized agents, and/or State auditors will have full access to and the right to examine any of said materials during said period.

### 4.5 Contract Award

- a. A Purchase and Sale Agreement will result from award of this RFP.
- b. Proposals and contracts issued by the County will bind the Firm to applicable conditions and requirements herein set forth, unless otherwise specified in the proposal documents, and are subject to all federal, state, and municipal laws, rules, regulations, and limitations. This contract will be construed and interpreted in accordance with the laws of the State of Maryland and all questions of performance hereunder will be determined in accordance with such laws.
- c. County personal property taxes must be on a current basis; if any such taxes are delinquent, they must be paid before award of contract. Failure to pay will result in the award of proposal to another firm.

- d. The County reserves the right to engage in individual discussions and interviews with those Proposers deemed fully qualified, responsible, suitable and professionally competent to provide the required services should the project size warrant it. Proposers will be encouraged to elaborate on their qualifications, performance data, and staff expertise. Proprietary information from competing Proposers will not be disclosed to the public or to competitors.

#### 4.6 Modification or Withdrawal of Proposal

- a. A proposal may not be modified, withdrawn or cancelled by the Proposer during the stipulated time period following the time and date designated for the receipt of proposals, and each Proposer so agrees in submitting a proposal.

#### 4.7 Collusion/Financial Benefit

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

#### 4.8 Indemnity

- a. The successful Firm agrees to indemnify, defend, and hold harmless the County and its officers, employees, and agents from any and all liability, loss, cost, damage, and expense (including reasonable attorney's fees and court costs) resulting from, arising out of, or incurred by reason of any claims, actions, or suits based upon or alleging bodily injury, including death, or property damage rising out of or resulting from the Firm's operations under this Contract, whether such operations be by himself or by any Subcontractor or by anyone directly or indirectly employed by either of them.
- b. Firm further agrees to furnish adequate protection against damage to all work and to repair damages of any kind, to the building or equipment, due to Firm's own work or to the work of other contractors for which he or his workers are responsible.

## 4.9 Contract Changes

- a. **NO CLAIMS** may be made by anyone that the scope of the project or that the Firm's services have been changed **UNLESS** such changes or adjustments have been made by an approved **WRITTEN AMENDMENT (Change Order)** to the Contract signed by the Chief Administrative Officer (and the County Commissioners, if required), prior to extra work being initiated. Changes performed without prior, approved, written authority will be considered as unauthorized and at the expense of the Firm. Payment will not be made by the County (Owner) for said changes not approved as aforementioned.
- b. **NO ORAL** conversations, agreements, discussions, or suggestions, which involve changes to the scope of the Contract, made by anyone including any County employee, will be honored or valid. No written agreements or changes to the scope of the Contract made by anyone other than the Chief Administrative Officer (with County Commissioners approval, if required) will be honored or valid.
- c. If any change ordered in the work results in a reduction in the work, the Firm will neither have, nor assert any claim for, nor be entitled to any additional compensation for damages or for loss of anticipated profits on work that is eliminated.
- d. No inspection, or any failure to inspect, at any time or place, will relieve the Firm from his obligation to perform all the work strictly in accordance with the requirements of the specifications. The Firm's Project Representatives are NOT authorized to revoke, alter, enlarge, relax, or release any requirement of these specifications, or to approve or accept any portion of the Contract, or to issue instruction contrary to the drawings and specifications of the Contract.

## 4.10 Addendum

- a. **No oral statements of any person will modify or otherwise affect or interpret** the meaning of the Contract specifications, or the terms, conditions, or other portions of the Contract. All modifications and every request for any interpretation must be addressed to the Procurement Officer, and to be given consideration, must be received at the above address at least ten (10) days prior to the date fixed for the opening of proposals.
- b. Any and all interpretations, corrections, revisions, and amendments will be issued by the Procurement Officer to all holders of proposal documents in the form of written addenda. Proposers are cautioned that any oral statements made by any Entity's employee that materially change any portion of the proposal documents will not be relied upon unless subsequently ratified by a formal written amendment to the proposal document. All addenda will be issued so as to be received at least five (5) days prior to the time set for receipt of proposals, and will become part of the Contract Documents and will be acknowledged in the proposal form. Failure of any

Proposer to receive any such addenda will not relieve said Proposer from any obligation under his Proposal as submitted.

- c. Proposers are cautioned to refrain from including in their proposal any substitutions which are not confirmed by written addenda. To find out whether the County intends to issue an amendment reflecting an oral statement made by any employee, contact Nicholas Rice, Procurement Officer, at 410-632-1194 during normal business hours.
- d. The Procurement Officer, reserves the right to postpone the proposal opening for any major changes occurring in the 5-day interim which would otherwise necessitate an Addendum.

4.11 Cancellation of the Proposal Document/Rejection of All Proposals

- a. The County may, at its sole discretion, cancel this Proposal Document, in whole or in part, or reject all Proposal Documents submitted when this action is determined to be in the best interest of the County.

4.12 Evaluation Criteria

- a. The following table shows evaluation criteria:

Maximum Possible Points	Criterion
50	The monetary value offered for the Property.
25	Use and redevelopment of Property as defined by the proposer in the proposal documents. Developer's ability to meet or exceed the development timeline as defined in the solicitation document, including past experience on similar projects and the developer's ability to meet or exceed deadlines.
20	Balance sheet provides evidence the entity's liquidity is above industry standards and the Income Statement provides evidence of sustainable cash flows
5	Such other and further factors as the Committee may wish to consider.

Each Developers final score will be the sum of each criterion's total points.

**END OF SECTION**

**SECTION 5: REQUIRED FORMS—FORM OF PROPOSAL**

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

To Whom It May Concern:

We hereby submit our proposal for County owned property, described as Warehouse Facility – Prior Liquor Control Building as indicated in the Proposal Documents.

Having carefully examined the Proposal Document and having received clarification on all items of conflict or upon which any doubt arose, the undersigned hereby requests consideration of our firm for award of the referenced contract.

Proposal Amount for **5363 Snow Hill Road, Snow Hill, Maryland 21863**. \$ \_\_\_\_\_

\* The Successful Proposer, within fourteen (14) calendar days from the Notice of Award, will be required to provide a deposit in an amount not less than five percent (5%) of the base bid.

Firm Name: \_\_\_\_\_

Firm Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

\_\_\_\_\_ Telephone

\_\_\_\_\_ Fax

\_\_\_\_\_ Email

\_\_\_\_\_  
Signature

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

**SECTION 6: REQUIRED FORMS–DEVELOPER’S AFFIDAVIT OF QUALIFICATION TO PROPOSE (pg. 1 of 2)**

I hereby affirm that:

I, \_\_\_\_\_ am the \_\_\_\_\_  
(Printed Name) (Title) and

the duly authorized representative of the Developer of:

\_\_\_\_\_  
(Name of Firm) whose  
address is:

\_\_\_\_\_  
(Street)

\_\_\_\_\_  
(City/State/Zip)

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

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

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

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

I acknowledge that this affidavit is to be furnished to the County, I acknowledge that, if the representations set forth in this affidavit are not true and correct, the County may terminate any Contract awarded and take any other appropriate action. I further acknowledge that I am executing

this affidavit in compliance with section 16D of Article 78A of the Annotated Code of Maryland, which provides that certain persons who have been convicted of or have admitted to

bribery, attempted bribery or conspiracy to bribe may be disqualified, either by operation of law or after a hearing, from entering into contracts with the State or any of its agencies or subdivisions.

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

---

Signature

---

Printed Name

**SECTION 7: REQUIRED FORMS - OWNERSHIP DISCLOSURE FORM**

COMPANY NAME: \_\_\_\_\_

TYPE OF COMPANY (circle one):

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

\*Sole Proprietorship

\_\_\_\_\_

\*Partnership

\_\_\_\_\_

\*Corporation

FEIN#: \_\_\_\_\_

\*Limited Liability Corporation

**INSTRUCTIONS:** Provide below the names, offices held and any ownership interest of all officers of the firm. If additional space is necessary, provide on an attached sheet.

NAME	OFFICE HELD	OWNERSHIP INTEREST (Shares Owned or % of Partnership)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

**INSTRUCTIONS:** Provide below the names, offices held and ownership interest of all individuals not listed above, and any partnerships, corporations and any other owner having a 10% or greater interest in the firm named above. If a listed owner is a corporation or partnership, provide below the same information for the holders of 10% or more interest in that corporation or partnership. If additional space is necessary, provide that information on an attached sheet. **If there are no owners with 10% or more interest in your firm, enter "None" below.**

NAME	OFFICE HELD	OWNERSHIP INTEREST (Shares Owned or % of Partnership)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____



**OWNERSHIP DISCLOSURE FORM – cont’d**

<b>COMPLETE ALL QUESTIONS BELOW</b>	<b>YES</b>	<b>NO</b>
1. Within the past five years, has another company or corporation had a 10% or greater interest in the firm identified above? (If yes, complete and attach a separate disclosure form reflecting previous ownership interests.)	_____	_____
2. Has any person or entity listed in this form or its attachments ever been arrested, charged, indicted or convicted in a criminal or disorderly persons matter within the State of Maryland, any other state or the U.S. Government? (If yes, attach a detailed explanation for each instance.)	_____	_____
3. Has any person or entity listed in this form or its attachments ever been suspended, debarred or otherwise declared ineligible by any agency of government from proposing or contracting to provide services, labor, material or supplies? (If yes, attach a detailed explanation for each instance.)	_____	_____
4. Are there now any criminal matters or debarment proceedings pending in which the firm and/or its officers and or managers are involved? (If yes, attach a detailed explanation for each instance.)	_____	_____
5. Has any federal, state or local license, permit or other similar authorization, necessary to perform the work applied for herein and held or applied for by any person or entity listed in this form, been suspended or revoked, or been the subject of any pending proceedings specifically seeking or litigating the issue of suspension or revocation? (If yes to any part of this question, attached a detailed explanation for each instance.)	_____	_____

**CERTIFICATION:** I, being duly authorized, hereby represent and state that the information supplied above, including all attached pages, is complete and correct to the best of my knowledge. I acknowledge that Worcester County is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with Worcester County to notify the County in writing of any changes to the answers or information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement with Worcester County and the County at its option, may declare any contract(s) resulting from this certification void and unenforceable.

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

**SIGNATURE:** \_\_\_\_\_

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

**WITNESS:** \_\_\_\_\_

**AFFIX CORPORATE SEAL HERE**

**SECTION 8: REQUIRED FORMS - NON-COLLUSIVE AFFIDAVIT**

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

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

_____ Witness	By: _____ Signature
_____ Witness	_____ Printed Name
	_____ Title

WORCESTER COUNTY MARYLAND  
STANDARD TERMS AND CONDITIONS

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

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

- b. Contractor is responsible for all applicable taxes on any compensation paid under the Contract. Contractor is not eligible for any federal Social Security, unemployment insurance, or workers' compensation benefits under the Contract.
- c. Contractor must immediately provide the County notice of any claim made against Contractor by any third party.

#### 11. Insurance Requirements.

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

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

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

- a. All documents prepared under the Contract must be available to the County upon request and will become the exclusive property of the County upon termination or completion of the services. The County may use the documents without restriction or without additional compensation to the Contractor. The County will be the owner of the documents for the purposes of copyright, patent, or trademark registration.
- b. If the Contractor obtains, uses, or subcontracts for any intellectual property, then it must provide an assignment to the County of ownership or use of the property.
- c. The Contractor must indemnify the County from all claims of infringement related to the use of any patented design, device, materials, or process, or any trademark or copyright, and must indemnify the County, its officers, agents, and employees with respect to any claim, action, costs, or infringement, for royalties or user fees, arising out of purchase or use of materials, construction, supplies, equipment, or services covered by the Contract.

14. **Payments.** Payments to the Contractor under the Contract will be within 30 days of the County's receipt of a proper invoice from the Contractor. If an invoice remains unpaid 45 days after the

invoice was received, interest will accrue at 6% per year.

15. **Records.** Contractor must maintain fiscal records relating to the Contract in accordance with generally accepted accounting principles. All other relevant records must be retained by Contractor and kept accessible for at least three years after final payment, termination of the Contract, or until the conclusion of any audit, controversy, or litigation related to the Contract. All subcontracts must comply with these provisions. County may access all records of the Contractor related to the Contract.
16. **Remedies.**
  - a. **Corrections of errors and omissions.** Contractor must perform work necessary to correct errors and omissions in the services required under the Contract, without undue delays and cost to the County. The County's acceptance will not relieve the Contractor of the responsibility of subsequent corrections of errors.
  - b. **Set-off.** The County may deduct from any amounts payable to the Contractor any back-charges, penalties, or damages sustained by the County, its agents, or employees caused by Contractor's breach. Contractor will not be relieved of liability for any costs caused by a failure to satisfactorily perform the services.
  - c. **Cumulative.** These remedies are cumulative and without waiver of any others.
17. **Responsibility of Contractor.**
  - a. The Contractor must perform the services with the standard of care, skill, and diligence normally provided by a Contractor in the performance of services similar the services.
  - b. Notwithstanding any review, approval, acceptance, or payment for the services by the County, the Contractor will be responsible for the accuracy of any work, design, drawings, specifications, and materials furnished by the Contractor under the Contract.
  - c. If the Contractor fails to conform with subparagraph (a) above, then it must, if required by the County, perform at its own expense any service necessary for the correction of any deficiencies or damages resulting from the Contractor's failure. This obligation is in addition to any other remedy available to the County.
18. **Severability/Waiver.** If a court finds any term of the Contract to be invalid, the validity of the remaining terms will not be affected. The failure of either party to enforce any term of the Contract is not a waiver by that party.
19. **Subcontracting or Assignment.** The Contractor may not subcontract or assign any part of the Contract without the prior written consent of the County. The County may withhold consent for any reason the County deems appropriate.
20. **Termination.** If the Contractor violates any provision of the Contract, the County may terminate the Contract by written notice. All finished or unfinished work provided by the Contractor will, at the County's option, become the County's property. The County will pay the Contractor fair compensation for satisfactory performance that occurred before termination less the amount of damages caused by the Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and the County can affirmatively collect damages.
21. **Termination of Contract for Convenience.** Upon written notice, the County may terminate the

Contract when the County determines termination is in the County's best interest. Termination for convenience is effective on the date specified in the County's written notice. The County will pay for reasonable costs allocable to the Contract for costs incurred by the Contractor up to the date of termination. But the Contractor will not be reimbursed for any anticipatory profits that have not been earned before termination.

22. **Termination of Multi-year Contract.** If funds are not available for any fiscal period of the Contract after the first fiscal period, then the Contract will be terminated automatically as of the beginning of unfunded fiscal period. Termination will discharge the Contractor and the County from future performance of the Contract, but not from their rights and obligations existing at the time of termination.
23. **Third Party Beneficiaries.** The County and Contractor are the only parties to the Contract and are the only parties entitled to enforce its terms. Nothing in the Contract gives any benefit or right to third persons unless individually identified by name and expressly described as intended beneficiaries of the Contract.
24. **Use of County Facilities.** Contractor may only County facilities that are needed to perform the Contract. County has no responsibility for the loss or damage to Contractor's personal property which may be stored on County property.
25. **Whole Contract.** The Contract, the Standard Terms, and attachments are the complete agreement between the parties and supersede all earlier agreements, proposals, or other communications between the parties relating to the subject matter of the Contract.

APPRAISAL REPORT  
OF

***WORCESTER LIQUOR CONTROL WAREHOUSE***  
5363 SNOW HILL ROAD  
WEST OF POCOMOKE RIVER  
SNOW HILL, WORCESTER CO., MD 21863

AS OF MARCH 16, 2018

PREPARED FOR

MR. KELLY SHANNAHAN,  
ASSISTANT CHIEF ADMINISTRATIVE OFFICER  
WORCESTER COUNTY ADMINISTRATION  
ROOM 1103, GOVERNMENT CENTER  
ONE WEST MARKET STREET  
SNOW HILL, MARYLAND 21863-1195

PREPARED BY

***LEFORT APPRAISAL & CONSULTING, INC.***  
1323 MT. HERMON ROAD, SUITE 6B  
SALISBURY, MARYLAND 21804

***LEFORT FILE # 218C0107***

*Lefort Appraisal & Consulting, Inc.*  
1323 Mt. Hermon Road, Suite 6B  
Salisbury, Maryland 21804

April 17, 2018

Mr. Kelly Shannahan, Assistant Chief Administrative Officer  
Worcester County Administration  
Room 1103, Government Center  
One West Market Street  
Snow Hill, Maryland 21863-1195

RE: Appraisal Report of  
Worcester County Warehouse Building  
5363 Snow Hill Road  
Snow Hill, Worcester County, Maryland 21863

Mr. Shannahan:

In accordance with your request, I have completed an appraisal report on the above referenced property. The subject property represents a warehouse and office building situated along the southwest side of Snow Hill Road west of the town of Snow Hill, Maryland. The subject property consists of a 7.96 +/- Acre commercial site presently improved with a 47,575 +/- square foot warehouse building with partial office fit-out. The building is generally separated into two components representing the front office/warehouse area and the rear warehouse section. The building is presently occupied for storage by the county and was previously the Worcester Liquor Control warehouse.

As recorded within Land Records of Worcester County in Liber 5719, Folio 448, the subject property is currently in the ownership of the County Commissioners of Worcester County, Maryland. This most recent deed of record, dated July 1, 2011, provides for the most recent transfer of title for the property. The subject property represents 'Item First' as presented within this deed. This deed of record and the most recent recorded plat of record (SVH 194, Folio 67) provides for a complete legal description for the subject property. The subject property is also identified by the Worcester County Department of Assessment and Taxation as being on Worcester County Tax Map 63, Grid 4, representing Parcel 02.



Mr. Kelly Shannahan  
April 17, 2018  
Page Two

An initial physical inspection of the subject property and neighborhood was performed on November 16, 2017. A final physical inspection of the property was made on March 16, 2018. This later date will also represent the effective date of value. I have developed the Cost and Sales Comparison Approaches to value in the analysis of the property. The application of these approaches to value offer a direct reflection of the current market activity for alternative investment. A cursory income approach is applied in support of the valuation by these approaches. Through the analysis, an estimate of the "As Is" Fair Market Value for the subject property was made. *The depth of discussion contained in this report is specific to the needs of the client and for the intended use stated herein. The appraiser is not responsible for the unauthorized use of this report.*

The value conclusions presented herein represent the Fair Market Value of the fee simple interest for the subject property as of the effective date, March 16, 2018. This appraisal has been developed and reported in accordance with the Provisions and Standards set forth in the *Uniform Standards of Professional Appraisal Practice (USPAP)* adopted by the Appraisal Standards Board of the Appraisal Foundation, the requirements of the *Standards of Professional Practice*, the *Code of Professional Ethics of the Appraisal Institute*, and the State of Maryland Department of General Service appraisal requirements and guidelines.

It is noted that the subject property may be subject to potentially hazardous materials (fertilizer, petroleum, paint, chemical, etc.) that may have been utilized as part of the past operations. At the time of inspection, the appraiser did not notice any potential environmental concerns with the property. *The appraiser is not an expert at identifying potential hazardous materials. The presence of and/or contamination from substances such as petroleum by products and/or other hazardous materials may affect the value of the property.*

#### ***PROSPECTIVE VALUE (W/ CURED DEFERRED MAINTENANCE)***

Based upon my investigation and an analysis of the facts and data as presented within this report, the "***Prospective***" Fair Market Value for the subject ***Worcester Liquor Warehouse Property*** situated at 5363 Snow Hill Road, west of Snow Hill, in Worcester County, Maryland, as of the anticipated completion of the renovation, anticipated within a year, April 16, 2019, in Fee Simple Interest, is:

**One Million Two Hundred Fifty Thousand Dollars  
(\$1,250,000)**

*The prospective value conclusion presented herein is subject to curing of the deferred maintenance based on the anticipated cost estimates and schedule plans provided to the appraiser. This valuation is thereby subject to the hypothetical condition that the items of deferred maintenance will be corrected and any repairs or replacements will be compliant to existing zoning requirements and environmental impact studies for the district, constructed of good quality materials and in a good workman like manner consistent with the provided specifications and in accordance with all governmental regulations and codes.*

Mr. Kelly Shannahan  
April 17, 2018  
Page Three

***“AS IS” FAIR MARKET VALUE***

Subsequently, after deducted the estimated “Costs of Cure Deferred Maintenance”, the final estimate of the “As Is” Fair Market Value is concluded. Based upon my investigation and an analysis of the facts and data as presented within this report, the ***“As Is” Fair Market Value*** for the subject ***Worcester Liquor Warehouse Property situated at 5363 Snow Hill Road, west of Snow Hill, in Worcester County, Maryland,*** as of March 16, 2018, in Fee Simple Interest, is:

**Nine Hundred Ninety Thousand Dollars  
(\$ 990,000)**

THIS LETTER MUST REMAIN ATTACHED TO THE REPORT, AS WELL AS THE RELATED EXHIBITS AND ADDENDUM, IN ORDER FOR THE VALUE OPINION SET FORTH IN THIS APPRAISAL TO BE CONSIDERED VALID.

Respectfully submitted,



William J. Lefort, President  
Lefort Appraisal & Consulting, Inc.

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- Site Plat
- Floor Plan
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- Assessment Data Sheet

**SUBJECT PHOTOGRAPHS**



View overlooking Subject (Facing Southwest across Snow Hill Road)



View overlooking Subject (Facing South across Snow Hill Road)

**SUBJECT PHOTOGRAPHS**



Street Scene Facing Southeast toward Snow Hill (Subject on Right)



Street Scene Facing west along Snow Hill Road (Subject on Left)

**ADDITIONAL EXTERIOR PHOTOGRAPHS**



**REPRESENTATIVE INTERIOR PHOTOS (Front Office and Storage)**



**REPRESENTATIVE INTERIOR PHOTOS (Rear Warehouse Section)**





**ADDITIONAL PHOTOGRAPHS (Covered Storage and Site Improvements)**



**SUMMARY OF SALIENT FACTS & CONCLUSIONS**

IDENTIFICATION:	<b><i>Warehouse Facility – Prior Liquor Control Building</i></b> 5363 Snow Hill Road (Southwest Side) West of the Pocomoke River Snow Hill, Worcester County, Maryland 21863
TAX MAP REFERENCE:	Tax Map 63, Grid 4, Parcel 2 (ID #02-007118)
CENSUS TRACT:	Worcester County – 9912 (Rural - West Snow Hill Area)
OWNER OF RECORD:	County Commissioners of Worcester County
DEED REFERENCE:	SVH Liber 5719, Folio 448 (Item: First)
PLAT RECORD:	SVH Book 194, Folio 67
SITE:	7.96 +/- Acres (Total per Deed & Plat)
IMPROVEMENTS:	46,575 +/- Square Feet (Total Gross Building Area) 12,625 +/- Sq. Ft. (Front Section) 34,950 +/- Sq. Ft. (Rear Section)
<i>Construction:</i>	Masonry Block and Steel Frame Construction <ul style="list-style-type: none"> <li>- Painted Metal Panel Exterior Finish <ul style="list-style-type: none"> <li>o w/ Built-Up Metal and Asphalt Roof Cover</li> </ul> </li> <li>- Average Quality Construction (Built circa. 1960)</li> <li>- Average to Fair Condition (Partial Renovations in past)</li> </ul>
<i>Additional Improvements:</i>	<ul style="list-style-type: none"> <li>- 19,500 +/- Sq. Ft. Covered Storage Area</li> <li>- 1,835 +/- Sq. Ft. Block Warehouse</li> </ul>
SITE IMPROVEMENTS:	Asphalt paved driveway and parking area, gravel covered parking and drive extension, concrete walks and entrance pads; mature landscaping, and security fencing.
ZONING:	C-2; General Commercial District
UTILITIES:	Private Well and Septic System Electric, Cable & Gas provided by private companies.
HIGHEST AND BEST USE:	Continued Warehouse with Office Use
EXPOSURE TIME:	Within twelve (12) to twenty-four (24) months
INTEREST VALUED:	Fee Simple Interest
FLOOD PLAIN MAP:	FEMA Map #24047C0242-H, dated July 16, 2015; <i>Property appears to lie within the 100 Year Flood Plain Area.</i> Building elevation appears below flood plain per GIS data

*(Continued on Following Page)*

**SUMMARY OF SALIENT FACTS & CONCLUSIONS (Continued)**

IDENTIFICATION: *Warehouse Facility – Prior Liquor Control Building*  
 5363 Snow Hill Road (Southwest Side)  
 West of the Pocomoke River  
 Snow Hill, Worcester County, Maryland 21863

EFFECTIVE DATE: March 16, 2018 (As Is Fair Market Value)  
 April 17, 2019 (Prospective Fair Market Value)

DATE OF REPORT: April 17, 2018

**VALUE CONCLUSIONS**

SALES COMPARISON APPROACH		\$1,000,000
COST APPROACH		\$1,425,000
SITE VALUE:	\$ 160,000	
INCOME CAPITALIZATION APPROACH:		<i>See Addendum</i>

<b><i>ESTIMATE OF FAIR MARKET VALUE:</i></b>		<b><i>\$1,250,000</i></b>
<b><i>UPON COMPLETION OF DEFERRED ITEMS</i></b>		
<b><i>LESS: ESTIMATED COSTS TO CURE DEFERRED MAINTENANCE:</i></b>		<b><i><u>\$ 260,000</u></i></b>
<b><i>FINAL ESTIMATE</i></b>		
<b><i>“AS IS” FAIR MARKET VALUE:</i></b>		<b><i>\$ 990,000</i></b>

**CERTIFICATION**

I certify that, to the best of my knowledge and belief:

- the statements of fact contained in this report are true and correct.
- the reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial and unbiased professional analyses, opinions, and conclusions.
- I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest or bias with respect to the parties involved; any specified interest or bias has not affected the impartiality of my opinions and conclusions.
- I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
- my compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- my engagement in this assignment was not contingent upon developing or reporting predetermined results.
- the appraisal assignment was not based on a requested minimum valuation, a specific valuation, or the approval of a loan.
- my reported analysis, opinions, and conclusions were developed, and this report has been prepared in conformity with the *Uniform Standards of Professional Appraisal Practice*.
- I, William J. Lefort, have made a personal inspection of the appraised property which is the subject of this report. The date of the most recent accessible and peripheral subject inspection was March 16, 2018. The property owner and the designated representative were given the opportunity to accompany the appraiser on the initial property inspection on November 16, 2017;
- the appraiser has inspected (from at least the public street) all of the comparable sales used in the report;
- No one provided significant professional assistance to the persons signing this report.
- the use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives. As of the date of this report, I have completed the Standards and Ethics Education Requirements for Candidates of the Appraisal Institute.
- I have not revealed the findings and results of this appraisal to anyone other than to the proper person; and I will not do so until so authorize or until I am required to do so by due process of law, or until I am released from this obligation by having publicly testified to these findings.
- In my opinion, as of March 16, 2018, the "As Is" Fair Market Value of the subject property is concluded to be \$990,000.



William J. Lefort, President  
Maryland General Certified Appraiser #04-20099

April 17, 2018  
(Date)

### **SCOPE OF WORK (PROCESS)**

The scope of work encompasses the necessary research and analysis to prepare a report in accordance with the intended use, the *Standards of Professional Practice and Code of Professional Ethics of the Appraisal Institute*, and the *Uniform Standards of Professional Appraisal Practice (USPAP)* of the Appraisal Foundation. The report further performed in compliance with Maryland Department of General Services appraisal requirements and guidelines. In regard to the valuation of the subject property the following steps were performed.

#### *Subject Property Identification*

An initial physical inspection of the subject property and surrounding neighborhood was made on November 16, 2017. An additional follow-up inspection of the peripheral of the property and neighborhood was made on March 16, 2018. This later date shall also represent the effective date of valuation. The director of the county department of Development Review and Permitting, Mr. Ed Tudor, accompanied the appraiser during the inspection.

The subject property data was compiled from discussions with the subject property owner, the Worcester County Land Records and Department of Assessment & Taxation, information from the client, and from a personal inspection of the property. The site size and description was obtained from the deed of record and recorded survey for the property. The building size and description was obtained from an inspection and measurement of the structure by the appraiser and compared with the assessment and client provided data. *Any information received is assumed to be accurate and the appraiser reserves the right to review and revise the analysis if any future information is contrary to that provided at the time of the appraisal.*

#### *Noted Deferred Maintenance*

During the inspection of the subject property it was noted and identified several items of deferred maintenance within the property requiring immediate repair or replacement. These items included the required replacement of the rear wall for the facility, correct any grading and drainage around the building, abandonment of the old septic tank, and removal of lead paint with repainting of the exterior storage area. A summary of these costs is provided within the addendum to this appraisal.

#### *Market Area Identification and Research*

Regional and county data was based on information available from the State of Maryland and Worcester County Department of Economic Development. The town and neighborhood data were based on information from the Town of Snow Hill, the Worcester County Department of Economic Development, and a physical inspection of the area. The Marketability Study and Highest and Best Use analyses were based on data provided by the planning and zoning department, economic development department, Flex MLS statistics, market data and discussions with market participants. From the analysis of these market reflections the Highest and Best Use for the subject property was determined as well as the basis for valuation.

*Appraisal Procedure Followed*

In the determination of the "As Is" Fair Market Value for the subject property, the appraiser has utilized the Cost and Sales Comparison Approaches to value. At the directive of the client, the appraiser has been requested to incorporate at a minimum a Cost Approach for the purposes of cost analysis and site valuation. As the initial step in analysis, recent transfers of similarly influenced vacant or minimally improved commercial sites were researched and analyzed for an indication of the underlying site value for the subject property. This concluded land value was subsequently utilized within the cost approach. The cost approach was developed utilizing Marshall Valuation Service Swift Estimator, actual comparable cost figures provided by local/regional contractors, as well as general information from our files. The expanded market area representing the Lower Eastern Shore was researched for comparable improved transfers. When necessary, the area was expanded to include more alternative use properties as well as expanded into neighboring Sussex County, Delaware. In developing the Sales Comparison Approach to value, the market data used was collected from our office files, regional Assessment Offices, local and regional Realtors, MLS Services, additional market participants and other appraisers. In support of the two primary approaches to value, an income capitalization analysis was developed utilizing the most reliable information in regards to market rental rates and rates of capitalization from the market. Representing the most subjective of available approaches given the size, age and ownership of the property, this approach is only offered as a basis in support of the other approaches to value.

After assembling and analyzing the data defined in this scope of work, a final estimate of the "Proposed" Fair Market Value for the subject property was made using sound appraisal practice. This value reflects the market-oriented value for the property with full consideration assuming the correction of several items of deferred maintenance noted at the time of inspection. The proposed value represents a prospective value estimate as of an anticipated date of completed within one year of the appraisal date or April 17, 2019. After deduction of the estimated Costs to Cure for the Deferred Maintenance, a final estimate of the "As Is" Fair Market Value is concluded for the subject property. The Market Value conclusions further reflect the reasonable exposure and effective marketing of the property in the open market.

*The prospective value conclusion presented herein is subject to curing of the deferred maintenance based on the anticipated cost estimates and schedule plans provided to the appraiser. This valuation is thereby subject to the hypothetical condition that the items of deferred maintenance will be corrected and any repairs or replacements will be compliant to existing zoning requirements and environmental impact studies for the district, constructed of good quality materials and in a good workman like manner consistent with the provided specifications and in accordance with all governmental regulations and codes.*

*Marketability Analysis and Exposure Time*

The market value conclusion provided herein represents the "As Is" condition of the subject property not assuming any contingencies for redevelopment. The market sales data and analysis within the Sales Comparison Approach reflect a range of alternative uses present in the market with respective varying levels of condition and utility for comparison to the subject. The basis for valuation considers the "As Is" condition of the property as of the effective date of appraisal. For a marketable product, such improved warehouse properties of similar utility will typically transfer when priced reasonably and not subject to contingent approval (extended exposure).

Typical exposure times for the market range from 0 days to approximately 2 years for most marketable products. However, the required replacement of the required items may be an item of contingency and/or discount in value. Therefore, an exposure time for the subject property may be extended as subject to such timing. The exposure time would be approximately one-year representative of the existing zoning, and utility for the investment product required by the typical buyer. The Market Value conclusion further reflects the reasonable exposure and effective marketing of the property in the open market typically representing an exposure time of within twelve (12) months to (24) months.

All of the information contained within this summary appraisal has been developed by direct research or from information contained within our office files and verified by representative parties in accordance with Standards Rule 1 of the *Uniform Standards of Professional Appraisal Practice (USPAP)*. Furthermore, this appraisal report is presented in accordance with Standards Rule 2 of USPAP. *The depth of discussion contained in this report is specific to the needs of the client and for the intended use stated herein. The appraiser is not responsible for the unauthorized use of this report.*

### **PURPOSE OF THE APPRAISAL**

The purpose of this appraisal is to estimate the Fair Market Value in Fee Simple Interest for the subject property as of the effective date of the appraisal, March 16, 2018. Additionally, the prospective value for the property subject to curing of the deferred maintenance has been provided as of the anticipated data of completion, April 17, 2019.

### **IDENTIFICATION OF THE CLIENT**

The client for the appraisal and prepared appraisal report is identified as Mr. Harold E. Higgins, Chief Administrative Officer for Worcester County, Maryland.

### **INTENDED USE AND USERS OF THE APPRAISAL**

The intended use of the appraisal is to provide the client, Mr. Harold E. Higgin, with the Worcester County Administration with an estimate of fair market value for utilization in determining a cost basis for proposed renovations and/or disposition decisions. The intended users are extended to the representatives of the Worcester County Administration and the Maryland Department of General Services as a potential funding agent for the project.

### **EFFECTIVE DATE OF APPRAISAL**

The subject property was last inspected by the appraiser on March 16, 2018. This date shall also serve as the effective date of this appraisal.

**PROPERTY RIGHTS APPRAISED**

The property rights appraised are those represented by the Fee Simple Interest in the subject property. The property rights further reflect the property surface rights only. As typical, the particular parties of a transaction rarely consider any impact on subsurface rights in the transaction of a property. Consistent with the request and general market activity, no consideration has been given to any subsurface rights that may be present upon the subject property.

**DEFINITION OF VALUE****Fair Market Value**

The definition of Fair Market Value as defined within the *State of Maryland Real Property Code Ann. §12-105(b)* is as follows:

*"The fair market value of property in a condemnation proceeding is the price as of the valuation date for the highest and best use of the property which a vendor, willing but not obligated to sell, would accept for the property, and which a purchaser, willing but not obligated to buy, would pay, excluding any increment in value proximately caused by the public project for which the property condemned is needed. In addition, fair market value includes any amount by which the price reflects a diminution in value occurring between the effective date of legislative authority for the acquisition of the property and the date of actual taking if the trier of facts finds that the diminution in value was proximately caused by the public project for which the property condemned is needed, or by announcements or acts of the plaintiff or its officials concerning the public project, and was beyond the reasonable control of the property owner."*

**DEFINITIONS****Ownership Interests:**

There are three basic forms of property ownership which may be valued in an appraisal report. They are fee simple interest, leased fee interest and leasehold interest. A definition of each representative property interest as related to the purpose and function of this appraisal report is presented below. The definition has been obtained from The Appraisal of Real Estate, 14th edition.

**Fee Simple Interest-**

*"absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat."*

**Market Value "As Is" on Appraisal Date:**

*An estimate of the market value of the property in the condition observed upon inspection and as it physically and legally exists without hypothetical conditions, assumptions, or qualification as of the date the appraisal is prepared.*



**Prospective Opinion of Value**

*A value opinion effective as of a specified future date. The term does not define a type of value. Instead, it identifies a value opinion as being effective at some specific future date. An opinion of value as of a prospective date is frequently sought in connection with projects that are proposed, under construction, or under conversion to a new use, or those that have not yet achieved sellout or a stabilized level of long-term occupancy. The Dictionary of Real Estate Appraisal, 6<sup>th</sup> Edition*

**Replacement Cost**

*“the estimated cost to construct, at current prices as of the effective appraisal date, a building with utility equivalent to the building being appraised, using modern materials and current standards, design, and layout” The Dictionary of Real Estate Appraisal, 6<sup>th</sup> Edition*

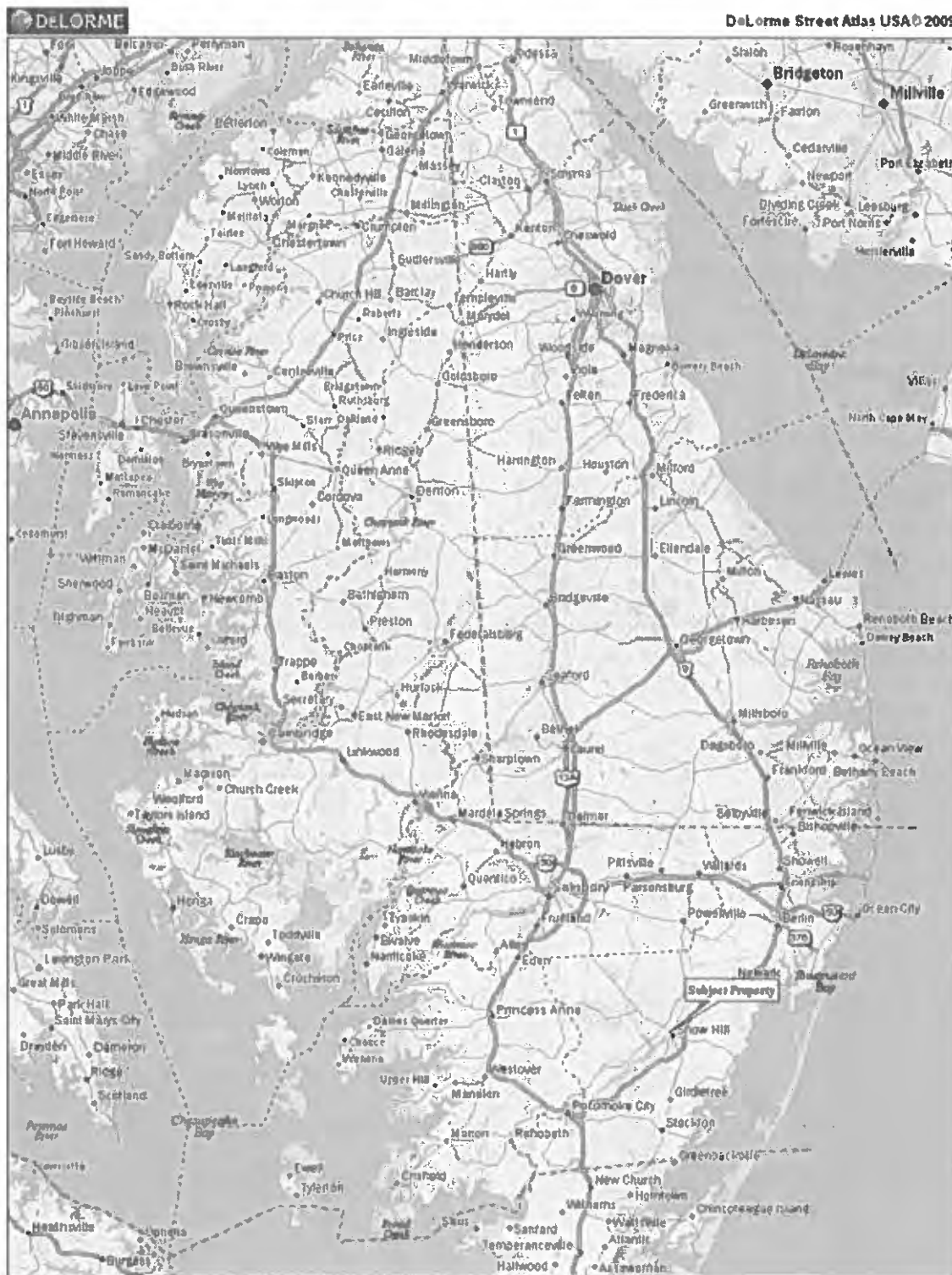
**Deferred Maintenance**

*“Items of wear and tear on a property that should be fixed now to protect the value or income-producing ability of the property, such as a broken window, dead tree, a leak in the roof, or a faulty roof that must be completely replaced. These items are almost always curable.” ” The Dictionary of Real Estate Appraisal, 6<sup>th</sup> Edition*

**Hypothetical Condition:**

*“that which is contrary to what exists but is supposed for the purpose of analysis. Hypothetical conditions assume conditions contrary to known facts about physical, legal, or economic characteristics of the subject property; or about conditions external to the property, such as market conditions or trends; or about the integrity of data used in an analysis”. USPAP, January 2018.*

**REGIONAL MAP - DELMARVA PENINSULA**



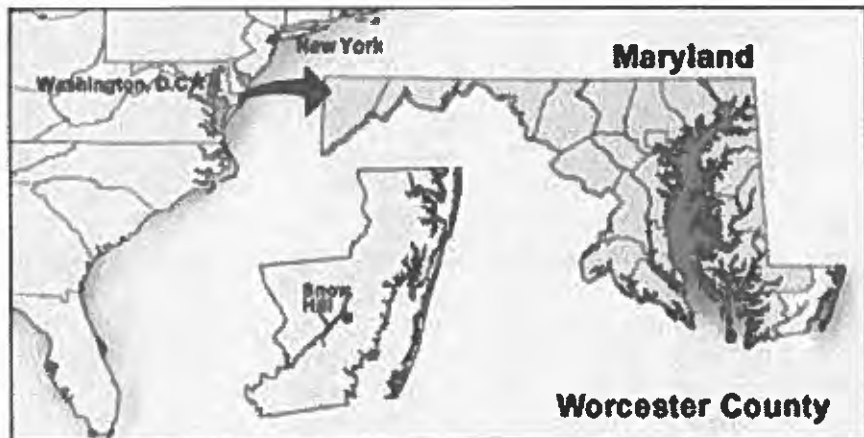
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**MARKET AREA DESCRIPTION AND ANALYSIS****REGIONAL DESCRIPTION (WORCESTER COUNTY)**

The subject property is situated along the southwest side of Snow Hill Road, west of the Pocomoke River and the town of Snow Hill, in Worcester County, Maryland. Worcester County is located in an area of the State of Maryland known as the "Eastern Shore" and is centrally located along the Eastern Seaboard of the "Delmarva Peninsula." The topography of the county is generally level, covering a land area of approximately 475 square miles and ranging in elevation from sea level to 65 feet above sea level. The county is bordered on the west by Wicomico and Somerset counties, on the south by Accomack County in Virginia, on the north by Sussex County in Delaware, and on the east by the Atlantic Ocean. The resort town of Ocean City, the largest town in the county, represents the easternmost point in the State of Maryland. Major bodies of water include the Pocomoke River, the St. Martin River, the Chincoteague Bay, Newport Bay, Sinepuxent Bay, Isle of Wight Bay, Assawoman Bay, and the Atlantic Ocean.

**Transportation**

The supporting roadway system for the county includes U.S. Route 50 which transverses the county from east to west and provides primary access to the beach resort of Ocean City. Route 50 is the arterial highway connecting the coastal resort areas to the metropolitan Baltimore and Washington, D.C. areas via the Chesapeake Bay Bridge. Additionally, U.S. Route 113 extends in a northeast-southwest direction through the entire county from Pocomoke City past the Delaware border north toward Dover. Both arterial roads intersect U.S. Route 13, a major North/South corridor road along the eastern seaboard. The ever-improving system of roads include the current U.S. Route 113 dual-ization project, Delaware Route 1 and the Salisbury By-Pass (Route 50) should continue to improve facilitation for the county's presence as a resort destination. In addition to the primary roadways, Worcester County is aptly serviced by many secondary and tertiary roadways including MD Route 12, MD Route 90 and MD Route 374. Additional transportation is provided by air transport by the Salisbury-Wicomico-Ocean City County Regional Airport and the Ocean City Municipal Airport.

Worcester County is located within a four hour drive of the main metropolitan areas of Washington, Baltimore, New York and Philadelphia. The following chart presents the distance of the nearest major metropolitan areas from the county seat of Snow Hill.

<u>Metropolitan City</u>	<u>Distance</u>
Baltimore, MD	124 Miles
Washington, D.C.	138 Miles
New York, NY	245 Miles
Philadelphia, PA	145 Miles
Pittsburgh, PA	342 Miles
Chesapeake Bay Bridge-Tunnel	120 Miles

**Population and Income**

The total population for the county was estimated to be approximately 51,454 people during the 2010 Census. This population estimate represents an increase of 10.6% beyond the 2000 population of 46,543. While slowing from the trend from 1990, the county has continued to exceed the state level of growth. The chart below exhibits the population trends for Worcester County in relationship to the entire Lower Eastern Shore and State of Maryland.

POPULATION TRENDS						
AREA	2010	2000	1990	1980	Change 1990-2000	Change 2000-'10
Worcester	51,454	46,543	35,028	30,889	32.9%	10.6%
* Lower Eastern Shore	176,657	155,934	132,807	114,617	17.4%	13.3%
Maryland	5,773,552	5,296,486	4,780,753	4,216,975	10.8%	9.0%

\* Represents Somerset, Wicomico and Worcester Counties

Source: Maryland Department of Planning & U.S. Census Bureau (2010)

The population of Worcester County has exceeded the growth of the Lower Eastern Shore and Maryland over the past decade. This growth is projected to continue into the next decade. This increased growth in the county can be largely attributed to the growing trend of year round housing in and around the resort town of Ocean City. The following table presents the projected yearly population of the county from 2000 to 2020.

POPULATION FORECASTS					
AREA	2000	2010	Project 2020	Project 2010-'20	Change 2000-'10
Worcester	46,543	51,454	55,300	7.5%	10.6%
* Lower Eastern Shore	155,934	176,657	189,550	7.3%	13.3%
Maryland	5,296,486	5,773,552	6,276,300	8.7%	9.0%

\* Represents Somerset, Wicomico and Worcester Counties

Source: Maryland Department of Planning & U.S. Census Bureau (2010)

The main municipalities within Worcester County include the Resort Town of Ocean City, the nearby Town of Berlin, Pocomoke City and Snow Hill. With the exception of Snow Hill, each of these municipalities have generally sustained population over the past decade. These population centers account for 66% of the total population of the county. These towns also represent the major employment and service centers for the county. The population figures below represent the year-round population for the county, while it is noted that the population of the Ocean City resort area surpasses 400,000 during weekends in the peak season period between Late June and August.

The Town of Snow Hill serves as the County Seat for Worcester County and is situated near the center of the county along U.S. Route 113. According to the 2006 Comprehensive Plan for Worcester County, planned development has been allowed for "approximately 18,000 new

residents in designated growth areas at appropriate intensities and by infilling existing communities.” These growth areas include Berlin, Showell, Snow Hill and Pocomoke City.

Worcester County is a major source of recreational activity in the Mid-Atlantic States with Ocean City and the surrounding resort area providing a focal point of this activity. Establishments providing retail and/or service business for the tourism trade account for over 63% of the total private employment in the county. Aside the resort town, various tourist attractions for the county include the White and Blue Marlin Fishing Tournaments, Ward World Championship Wildfowl Carving Competition, The Snow Hill Water Festival, The Pocomoke Cypress Festival and many antique shows. The county has two state parks and one national park along with seven campgrounds and seventeen golf courses. These recreational facilities offers a tourist population an array of activities within the county. Major recreational areas such as Assateague Island State Park and National Seashore, the Pocomoke River and the resort town of Ocean City offer various recreational activities. Predominant recreational activities include canoeing, cruises, bass fishing, hiking, camping, nature observation, sunbathing, surfing, deep sea fishing and golfing.

The income levels within the county reflect a moderate income base. This is evidenced by examining Median Household and Per Capita Income. The following chart displays the Worcester County income levels in comparison to Maryland and National data. The county exhibited an average median household income (2012-2016) of \$57,227. The income level lies above the U.S. Median but representatively below the Maryland median income as influenced by the metropolitan areas of Washington D.C. and Baltimore. The income exhibits a relatively healthy basis for the county and ranks 16<sup>th</sup> of 24 in the state. The county exhibits the highest income level for the Lower Eastern Shore and also reflects the third highest income levels for the entire Eastern Shore of Maryland behind the wealthier upper shore counties of Queen Anne’s, Talbot and Caroline.

<b>MEDIAN HOUSEHOLD INCOME</b>					
<i>2012-2016 Averages</i>	<b>Wicomico</b>	<b>Somerset</b>	<b>Worcester</b>	<b>State</b>	<b>USA</b>
Median HH Income	\$53,580	\$35,886	\$57,227	\$76,067	\$55,322
Per Capita	\$26,498	\$17,143	\$32,988	\$37,756	\$29,829

Source: Maryland Dept of Planning & U.S. Census Bureau (2018)

Primary retail services for the county are concentrated in the resort Town of Ocean City and adjacent West Ocean City to the west of the south end of town. With the continual expansion of the retail centers in West Ocean City, Berlin and Ocean Pines over the past decade, the overall growth in the retail sales and employment center to the northwest portion of the county should continue into the future. The county offers two main State Enterprise Zones in Pocomoke City and Berlin. The expansion of the MARS spaceport near Wallops Island over the next decade including launch of unmanned supply spacecraft which began late 2011, should directly increase the exposure of the immediate Pocomoke City and larger Worcester County and Lower Eastern Shore market area.

Additional retail services and employment centers are found in the nearby community of Salisbury within 20 miles to the northwest of Snow Hill along MD Route 12. Salisbury is situated at the crossroads of the two major thoroughfares for the “Delmarva Peninsula.” Representing the retail “Hub” for the Eastern Shore of Maryland, Salisbury, with the recent completion of the Salisbury By-Pass, is perceived as strengthening as the primary commercial/retail center of the Delmarva Peninsula.

Development throughout the county over the past two decades has increased on both a residential and supporting commercial sense. The continual development of the existing and proposed planned communities as well as other community subdivision developments within the region will strengthen the year round employment and economic conditions for the entire county. Ongoing developments consist of several condominium projects throughout Ocean City as well as small and large scale residential developments in the Ocean Pines and West Ocean City areas. Considerable price increases and continual westward and southward growth has resulted in the growth of the nearby town of Berlin, offering more affordable housing choices. Furthermore, the overall growth of the county and significant price appreciation in the resort market, now including Berlin, has resulted in an increased demand for housing in the peripheral county sub-markets of Snow Hill and Pocomoke to the south.

Although development appears to be broadening throughout the county, the environmental influence still plays a significant part of the "character" of Worcester County. The temperate and generally mild climate of the area also has served to allow it to become a year-round tourist destination. Natural phenomena which prove to be destructive to real property, such as hurricanes, excessive freezing, and tornadoes are rare. Much of the county's identity is tied to the ocean frontage, waterways, and the wildlife that resides in this area. Therefore, much recreational activity is a direct result of the geographic configuration and scenic views. As this region is a coastal area, the topography is essentially level. Land use patterns indicate a managed growth in residential and very limited growth in commercial development in the eastern resort area of Worcester County. Growth patterns in the central and western portion of the county indicate that development is occurring at a considerable slower pace. This region was, and still is, mainly agricultural in nature. However, land usage continues to gradually shift some agricultural tracts into residential and commercial development.

The Worcester County revised Comprehensive Plan and zoning regulations for the county establishing a pattern for future growth of the county. In an attempt to preserve the rural character of the county, the Comprehensive Plan has established growth zone areas throughout the county, predominantly around existing population centers around Pocomoke, Berlin, Snow Hill, Newark and Showell. The plan is anticipated to effectively curb any sporadic development sprawl throughout the county.

As exhibited by the available market data, the overall county real estate economy tends to have stabilized over the past two years in response to the rebound of the overall national recession. While exhibiting a slow-down in activity and price adjustments in more speculative markets, the overall market has only experienced a correction and appears to have stabilized over the past two years with future anticipation for new growth upon complete rebound of the overall national economy. The entire non-resort county market area has experienced growth in activity over the past two years which is anticipated to continue into the future as the economy continues improvement. Associated with this increasing demand for housing in the surrounding market will be increased interest in more affordable lands as prices ultimately begin increasing. This activity appears to have begun as home prices have begun to increase with average lot prices on a county level increasing over the past year.

As most of the county consists of agricultural tracts intermingled with sporadic towns and communities, much of the concern regarding environmental hazards such as traffic, noise, and the aforementioned encroachment upon sensitive ecosystems is centered around the resort area along the coastline. Traffic concerns were the focus of past State government administrations in a program known as "Reach the Beach". The main highways to the resort areas were widened and by-passes installed including the Salisbury By-Pass and the ongoing dual-ization project along Route 113.

## Worcester County Summary

In summary, Worcester County governmental leaders have been aggressive in attracting alternative industries, attracting residential development and broadening the resort attraction to expand its economic base. The continual presence of the resort Town of Ocean City will offer the basis which should assure the continued growth in all aspects of the region including associated needs for residential housing developments. Furthermore, the presence of affordable lands offers a competitive aspect to the more metropolitan areas in the Mid-Atlantic area. Therefore, the regional area encompassing Worcester County and the Lower Eastern Shore of Maryland is considered to be in a present stage of growth which should continue into the forthcoming years of the new century.

Overall, the environment of Worcester County has been a very positive and significant influence on this region and it appears as if the necessary steps are being take to retain its positive attributes. An analysis of the general regional data and the four forces (social, economic, governmental, and environmental) reveals that Worcester County is growing and healthy, striving on the tourism industry that drives its economy. Ocean City has guided the continued growth of the entire county even through past economic downturns to be representatively strong and stable and offering a major influence to the entire Peninsula. Property values have begun to rebound over the past year after experiencing corrections during the recent recessionary period. Property values should continue to rebound with the increasing demand for additional residential development, and the supporting retail operations and services provided throughout the county. In conclusion, there is a healthy economic base for the region with prospective for large population growth and employment expansion into the 21st Century. The overall economic outlook for this region is relatively good.

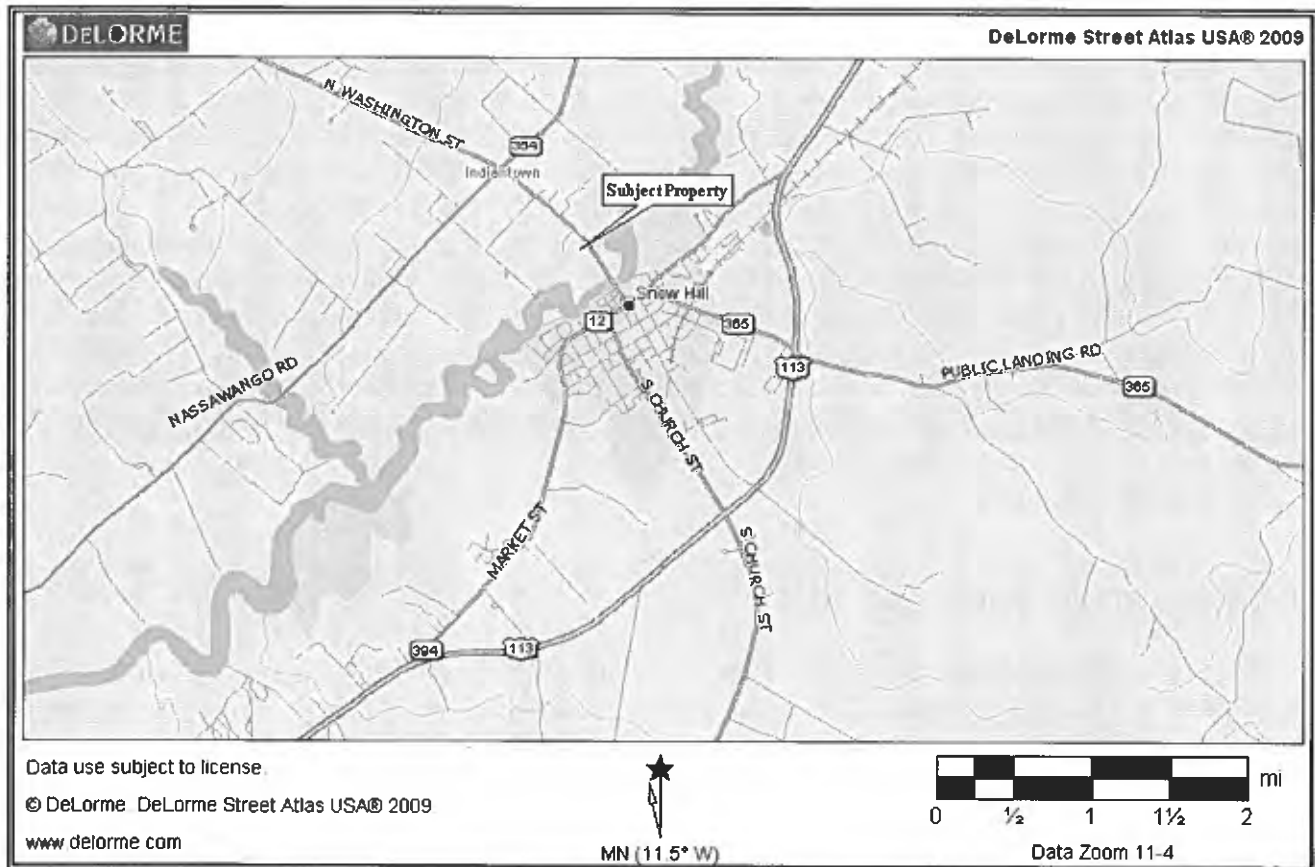
## NEIGHBORHOOD DESCRIPTION

The subject property is situated along Snow Hill Road (MD Route 12), west of the Pocomoke River and the downtown area of the town of Snow Hill, in Worcester County, Maryland. The subject neighborhood is designated by the entire Town of Snow Hill and the general surrounding area in central Worcester County. The associated postal code for the Town of Snow Hill is 21863. Serving as the County Seat, the Town of Snow Hill also serves as a secondary commercial center within the county exhibiting a removed location from the resort areas to the northeast portion of the county. The general boundaries for the neighborhood are established by U.S. Route 113 to the south and east and the Pocomoke River to the north and west.

A neighborhood can be defined as, *"a group of complementary land uses; a congruous grouping of inhabitants, buildings, or business enterprises."* A market area is defined as, *"the geographic or locational delineation of the market for a specific category of real estate, i.e., the area in which alternative, similar properties effectively compete with the subject property in the minds of probably, potential purchasers and users."*

\* "The Appraisal of Real Estate", Fourteenth Edition, Appraisal Institute, Pg. 156.

The present primary influence on the neighborhood is the nearby Town of Snow Hill to the east. Serving as the County Seat, the Town of Snow Hill also serves as a secondary commercial center within the county exhibiting a removed location from the resort areas to the northeast portion of the county. Access to Snow Hill is provided via MD Route 12 (Snow Hill Road), running in a northwest/southeast direction, and U.S. Route 113 (Worcester Highway), running in a northeast/southwest direction. The Pocomoke River borders the municipal area of Snow Hill on the northwest. Snow Hill provides for the government center for the larger resort influenced county. Population for the area is concentrated in the town centers. The primary commercial services for the area are provided within the City of Salisbury to the west with secondary services in Berlin to the east and Snow Hill to the south.



Of particular importance to future growth, the ongoing dual-ization project for U.S. Route 113 is presently in the engineering and construction phases northeast of Snow Hill. The most recent completion of the widened four lane road extends past Public Landing Road terminating at Purnell Branch to the east of Snow Hill. The current phase under construction will extend the road northward toward Newark. Completion of this project within the next couple years with planned completion of the entire road within three years should increase the overall traffic and ultimate appeal of the town in the future.

While providing a gradually expanded economic base, emphasis continues to be placed on developing the town's full historic and recreational potential, while continuing to maintain Snow Hill's quaint atmosphere. The Town of Snow Hill had a population of 2,103 based on the 2010



Census data. This figure represents a significant decrease of 13% from the 2000 figure of 2,409 which offered a modest growth over the prior decade of 8.7% beyond the 1990 census figure of 2,216 people. Unfortunately, the area has experienced a shift of population from the town limits to the peripheral areas of the county as exhibited by the surrounding Census Data for tracts 9512 and 9513 (inclusive of Snow Hill) which exhibited a slight population growth from 5,863 to 5,907 from 2000 to 2010.

A large-scale project was planned for the town to increase the exposure and interest in the town. However, the community of Summerfield never got underway with the economic recession stymieing the development before construction began. The large-scale development was proposed for a total of 2,170 housing units on nearly 1,000 acres of land situated along the Pocomoke River to the southwest side of the town. As contingent upon annexation for the lands, the developer originally agreed to construct a new wastewater service facility for Snow Hill at an estimated cost of approximately \$15,000,000 which also remains on hold. Most of the lands associated with the development have been sold off to regional farmers and investors with the anticipation for development limited for the foreseeable future.

The surrounding Snow Hill market area is experiencing a recent stage of stabilization headed for a renewed growth in the future. Snow Hill is influenced by its geographical location, presence as county seat, and affordable cost of living representing an expanding bedroom community and commercial sub-market for the Lower Eastern Shore area. As the county residential growth continues, the demand for supporting commercial, service and institutional uses will expand. The immediate area and associated users should continue to grow and develop with the ever-increasing population for the entire supporting market area.

Although not providing a large commercial and employment center, the economy of the area appears to be continually growing and strengthening as the surrounding population and transient traffic gradually increases and new businesses and services arise. The economic outlook for the area is one of continued growth on a modest scale with the anticipation for increased growth as a larger regional industrial and service center in the future. The entire neighborhood area is considered to be in a stage of new growth with the gradual addition of residential uses as well as commercial and service oriented uses supporting the increasing appeal of the area. The immediate area and associated users should continue to grow and develop with the ever increasing population for the entire supporting market area.

The concentration of commercial development within the town is centered in the Downtown Area. The Downtown Area contains several historic buildings, the court house, and State and County administrative office space near the waterfront. Occupancy within the older storefronts include office space, retail, antiques, and restaurants catering to the downtown traffic. The most recent development within the downtown area has been 65,000 +/- Square Foot expansion on the County Courthouse and Worcester County Administrative Offices during 2001.

Additional commercial centers include along both extensions of Market Street from downtown. To the south end of the town are several commercial uses including an older convenience store and professional office center situated near the Snow Hill Rehabilitation Center.

To the north end of the town is a small enclave of retail space situated near the U.S. Route 113 bypass. This area contains a McDonalds restaurant, Convenience Store/Restaurant and Drug Store and a Dollar General store. A large Tyson growing operation and the MD State Highway local administrative offices are situated across the street from the convenience center.

Recent developments within the town over the past decade have included the construction of the Fulton Senior Center, expansion of the Recreational center, Heaths Manor townhouse (senior) apartments, new Snow Hill Volunteer Fire Station, and the Greenbrier Townhouse Apartments. All of these developments are concentrated to the east of town toward Route 113. Several small residential developments have been developed, approved and/or are pending within the town limits to accommodate any future demand needs for the foreseeable future. Of these developments, only Rockwood (80 units), Morgan's Purchase (26 units), and Huntingfields (51 units) have initiated any development within the past five years.



The subject property is situated to the northwest of and immediately outside of the historic Downtown area the Pocomoke River waterfront. This area is predominantly commercial service service oriented with the subject government warehouse, surrounding mini-storage, a restaurant, a convenience store and a day care center. The area is mostly built-out along the buildable areas along the Snow Hill Road frontage extending northwest from the Pocomoke River.

Associated with the past recessionary period and failure of the proposed large scale Summerfield project, the surrounding Snow Hill market area is experiencing a current stage of stabilization headed for a renewed growth in the future. Snow Hill is influenced by its geographical location, presence as county seat, and affordable cost of living representing an expanding bedroom community and commercial sub-market for the Lower Eastern Shore area.

## ITEM 13

*Worcester Liquor Control Warehouse (218c0107)*

As the county residential growth continues, the demand for supporting commercial, service and institutional uses will expand. The immediate area and associated users should continue to grow and develop with the ever increasing population for the entire supporting market area.

In conclusion, the subject neighborhood is a mixture of retail, restaurant and service related uses catering to the immediate neighborhood. The subject property is well situated in the primary commercial area towards the north end of the town and should continue to offer a primary commercial area serving the entire Town of Snow Hill. Any redevelopment and/or renovation of the subject building should cater to the future needs of the Town. The entire Snow Hill area is considered to be in a stage of renewal/renovation with many properties under new ownership or performing extensive renovations over the past five to ten years. With the concentration of the Town as the County Seat, future demand for retail and commercial service uses should continue.



## DESCRIPTION OF THE SUBJECT PROPERTY

The subject property is situated along the southwest side of Snow Hill Road within ¼ miles of the Pocomoke River and the Downtown area of the town of Snow Hill. The subject site is comprised of approximately 7.96 +/- of land area which is presently improved with a warehouse and office building offering a total of 47,575 +/- square feet of gross building area. The property is utilized for storage for Worcester County and previously housed the Liquor Control and was previously utilized for an agricultural implement sales facility.

### **LEGAL DESCRIPTION & HISTORY OF OWNERSHIP**

As recorded within Land Records of Worcester County in SVH Liber 5719, Folio 448, the subject property is currently in the ownership of County Commissioners of Worcester County. This most recent deed of record dates to July 1, 2011 and represents a confirmatory deed in change of department ownership from the Worcester County Liquor Control Board to the present County Commissioners ownership. The deed of record provides for a complete legal description for the subject property as referenced within "Item First" therein. Additional reference is made to the most recent deed of record as recorded in SVH Plat Book 194, Folio 67. As recorded within the deed of record, the subject parcel offers a total area of 7.96 +/- acres. The subject property is also identified by the Worcester County Department of Assessment and Taxation as being on Tax Map 63, Grid 4, representing Parcel 2.

With the exception of the past internal ownership transfer, no other recent transfer history, current contracts or listings of the subject property were discovered nor disclosed to the appraisers. Copies of the above referenced deed and plat of record and listing sheet are provided within the addendum to this appraisal while an excerpt of the site plan is provided on the prior page.

The subject parcel appears to be subject to any additional standard public ways and utilities rights-of-way and easements of public record. While the site appears to share some cross access with the adjacent lands, the site does not benefit from any recorded easements to shared access. No other easements or encumbrances were discovered nor disclosed during the period of research. Inclusive of any public utility easements of record, no adverse easements, encroachments or encumbrances were noted or discovered by the appraisers during our research. Any existing easements of public record do not appear to impact the overall utility and effective marketability of the subject property.

### **SITE DESCRIPTION**

*Site Size/Configuration:* The subject site offers an irregular shape conforming to the road frontages with a total area of 7.96 +/- acres. The site offers 543 feet of frontage along Snow Hill Road. The depth of the site varies to a maximum of about 675 feet. The boundaries are established by the adjoining commercial properties to the northwest and southeast and overgrown wetland area to the rear.

*Topography/Drainage:* Drainage for the site appears adequate and is facilitated by on-site grading toward the street frontage swale and rear low-lying areas. The site does not presently benefit from a stormwater management system.

**Access:** The property benefits from two primary curb cuts along the frontage of Snow Hill Road. The road is state maintained with a total right of way of 50 to 60 feet in the area of the subject site. Snow Hill Road (MD Route 12) provides for direct access to Snow Hill to the southeast extending into the historic downtown district of the town.

**Utilities:** The site is not serviced by public water and sewer service. No anticipated extension of services is planned for the immediate neighborhood. Additional gas service, electric, and communications are provided by private companies (Chesapeake Utilities, Delmarva Power, Comcast/Xfinity, Verizon Communications, etc.). Gas is provided by an on-site underground Propane storage tank.

**Overall Utility:** The entire subject site appears to offer average overall utility exhibiting an adaptable larger commercial lot size, with good configuration and frontage to accommodate the commercial and/or industrial service uses.

**Flood Plain:** As presented upon the following exhibit, the subject property appears to fall within the 100 year flood plain area as shown on FEMA Community Map #24047C-0242-H, dated July 16, 2015. As presented by the elevation certificate for the property, the existing improvements appear to fall below the flood elevation of 7 feet at a height of 5.2 to 5.8 feet. While within the flood plain area, the improvements have only been subject to high water in rare storm systems in the past.

Subject Flood Map



## IMPROVEMENTS

The subject site is currently improved with a structural warehouse and office facility presently occupied by Worcester County as an equipment and vehicle storage facility. The Gross Building Area (GBA) for the entire property is estimated to be approximately 47,575 square feet. Construction of the original facility dates back to 1960 with the most recent cosmetic renovation performed during 2005. A description of the existing structure situated on site is below.

**DESCRIPTION:** The primary improvements are generally separated into two structures representing a front mixed office/retail and warehouse space and the rear larger warehouse structure.



**Front Section:** The front building measures approximately 101' X 125' for a total area of 12,625 +/- square feet. Approximately 8,750 square feet of this space is some finish of conditioned space previously utilized for office and sales service space. The remainder is warehouse space situated along the northwest side. A small mezzanine area of approximately 3,250 Sq. Ft. is situated above some of the finished floor area and is available for storage.

**Rear Section:** The larger rear section totals 185' in width. The enclosed area of this rear section measures approximately 115.3' X 303' for a total area of 34,950 +/- square feet. The space is entirely open warehouse area at a 20' height separated into two sections with roll-up fire doors. Attached to this section of the building is an extended structural overhang to the southeast side of the structure offering covered storage area. This area occupied approximately 19,500 square feet.

The space is generally broken out as:

Front Structure: 12,625 +/- Sq. Ft. (7,950 +/- SF – Finished)  
 Rear Structure: 34,950 +/- Sq. Ft.

**Total Enclosed Space:** 47,575 +/- Sq. Ft. (Gross Building Area)

Covered Storage Area: 19,500 +/- Sq. Ft.

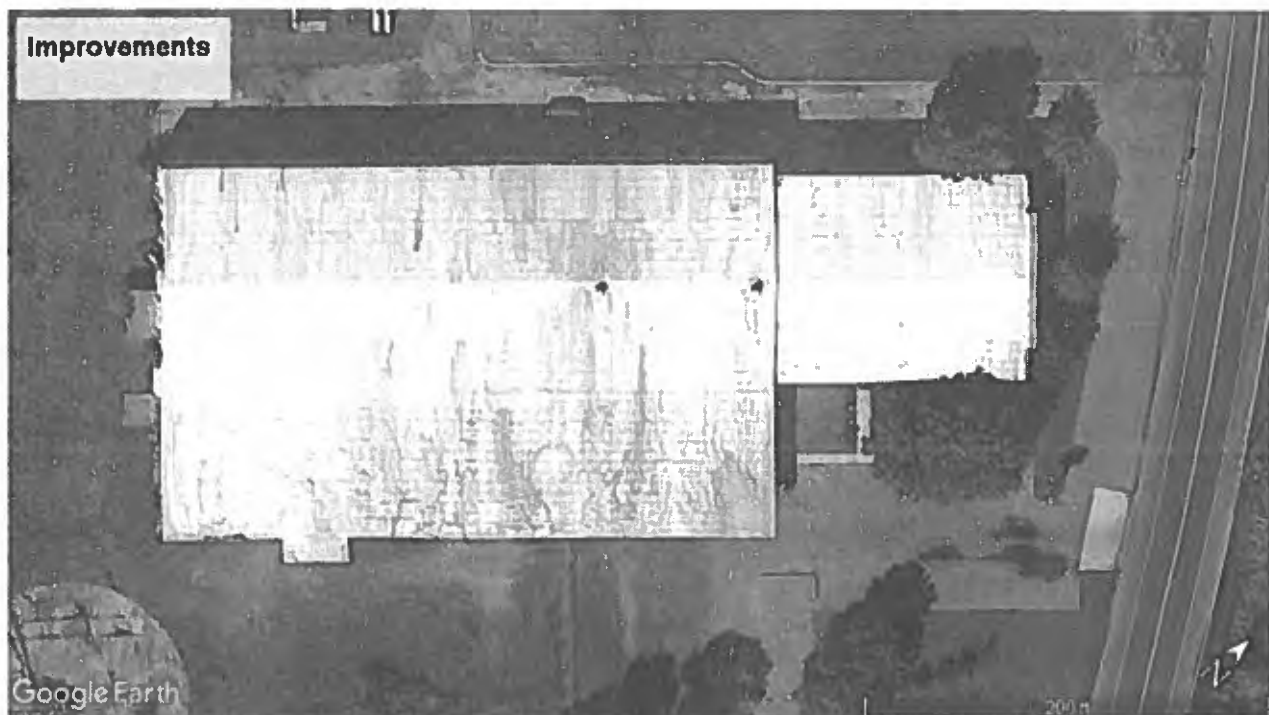
#### CONSTRUCTION:

##### *Front:*

Construction of the front structure developed over the age of the facility offering the original structure gradually expanded. This section consists of a mixed construction comprising steel frame, masonry block, with a wood frame and steel roof system. The roof system is a built-up synthetic membrane cover over metal panel over a wood plank base and metal panel system. The Foundation and subfloor is comprised of masonry block with a poured concrete slab. Overall eave height for this structure is approximately 18 Feet with a peak height extending to approximately 20 Feet.

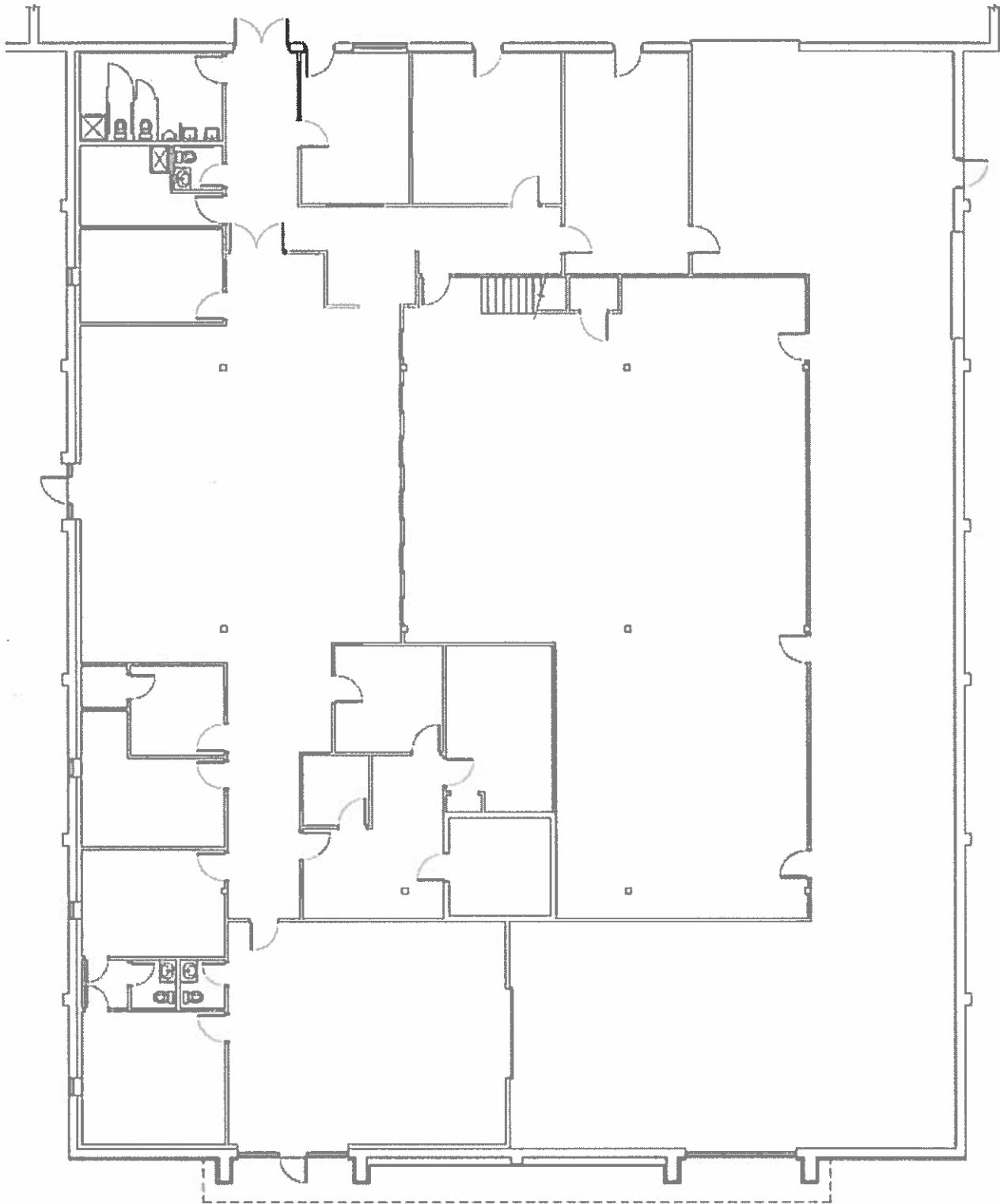
##### *Rear:*

Construction of the rear structure consists of a heavy steel frame and girder structure with masonry block exterior walls. The roof system is a built-up synthetic membrane cover over metal panel on the girder system. The Foundation and subfloor is comprised of masonry block with a poured concrete slab. Overall eave height for this structure is approximately 20 Feet with the middle section slightly elevated. Peak height extends to approximately 24 Feet.





**FLOOR PLAN (Front Section)**



**EXISTING CONDITIONS FLOOR PLAN**

SCALE: 1/8" = 1'-0"

**EXTERIOR:**

The entire structure is finished with metal panel exterior walls with minimal trim. The exterior is finished with a vinyl soffit and aluminum fascia, gutters and downspout. Windows are an aluminum retail glass.

**INTERIOR:***Rear Warehouse:*

The interior of the space is separated into two sections representing the front and rear sections. The rear section and the northeast area of the front section comprise unfinished storage warehouse space. This space is exposed masonry block on a concrete slab. The space is heated with gas fired suspended radiant heaters of varying condition.

*Front:*

Overall interior finish in the front conditioned section accounts for approximately 8,750 square feet per the client's figures. This space offers a varying level of finish from open rooms for storage or R&D to smaller office spaces. Interior finish is basic with a combination of commercial grade carpet, sheet vinyl composition flooring, painted drywall walls and painted ceiling at an 8' finished level. Basic painted wood trim is provided throughout with minimal ornamentation. Finish consists of painted drywall and paneled walls with composition tile and carpet flooring. The ceiling is finished with an acoustical drop system in most portions of the finished area. Insulation of the structure appears adequate upon inspection. An available floor plan of the space is provided on the prior page. Cabinetry is provided within selective offices and in the breakroom.

**MECHANICALS:**

Lighting is provided by an array of systems including flush mounted fluorescent lights, sodium based warehouse lighting and incandescent units. The lighting has not yet been upgraded to more energy efficient units. A primary transformer is situated on the site which provides access to the multiple electrical panels serving the entire structure. Plumbing systems appear to be operational as provided in the bathrooms and kitchen units. However, each of the available restroom units would require upgrade upon the ultimate renovation of the conditioned space for final occupancy.

HVAC is provided by varying individual heat pump systems to the conditioned space. The units are of varying age and are reported to cross over systems within the finished space. Heat is serviced by the heat pump units and suspended radiant air systems. The individual air conditioning units and exchanges appear to date past ten to fifteen years and should require replacement as demanded in the future.

*Covered Storage:* Situated to the east side of the rear warehouse section is a 19,500 square foot covered storage area. The covered area offers an extension of the structural improvements and extend approximately 65 feet X 303 feet. This storage area offers similar structural steel and is improved with a heavy concrete slab and double recessed bays with docks.

**SITE IMPROVEMENTS:** Site improvements consist of the asphalt paved Access Drive and Parking Lot improvements. An elevated loading dock and ramp is improved on the northwest side of the warehouse. Additional site improvements include; concrete sidewalks and limited landscaping. The site benefits from off-site concrete curbing along the street frontage. Site drainage is facilitated by general grading toward the street improvements. The site is not presently improved with a modern stormwater management system. *Please note that the circular masonry area to the south corner of the site identifies the location of the prior wastewater treatment tank from a prior canning operation on site and is abandoned.*

**UPDATES REQUIRED:** The overall condition of the improvements is below average, but several items of a deferred maintenance level were noted at the time of inspection. Additionally, the improvements will require some renovations and upgrades over the next 5 to 10 years to sustain occupancy of the facility. As presented by the client, intensive renovation would require accommodation to current codes which will generally limit the overall future continued utility. Thereby, utility will continue to be akin to the overall contribution of the improvements in lieu of any alternative replacement product.

**Deferred Maintenance:** Items of a deferred nature of the improvements were identified by the client and appraiser. These items include a required significant repair to the rear wall structure. The settlement of the wall requires engineering and full replacement for long term structural stability. Additionally, the old septic tank requires proper abandonment and any existing leaks within the facility require repair covering any necessary environmental and health concerns for the facility. Lastly, the exposed painted open storage space has been identified as containing potential lead paint. This area requires proper scraping and painting for abatement to sustain utility as well. As presented by the client representative and included in the addendum to this appraisal, the total costs for these curable items for short term replacement amount to \$260,000. This figure will be utilized within the calculations later within the valuation section.

*Utility Considerations:* In addition to the short term deferred maintenance items, the facility will require upgrades and renovations to several items to sustain utility for the foreseeable life of the structure. Initially, the metal exterior panels extend beyond the slab of the structure and require some replacement in damaged and rotted areas. The facility is not fully ADA compliant as associated with the dated structural improvements. Furthermore, the structure is not serviced with a sprinkler system. Any future renovation should consider upgrade in the necessary areas. As presented above, the structural improvements presently fall below the flood plain for the area. This elevation limits the potential for extensive renovation of the facility. However, the association would not limit overall utility and can accommodate an array of users, particularly with no continual flooding presence.

**ADDITIONAL:** Situated to the northwest side of the building is a small block structure presently occupied and leased to a landscape contractor. The plain building offers a total of 1,835 +/- square feet with an approximate 22' eave height. A similar sized covered pavilion area is attached to the rear of the building. This structure offers limited overall contribution to the property but is available for added utility. The lease is short-term and does not impact the overall utility of the larger property.

**OVERALL UTILITY:** The original improvements were built in 1960 with renovation for tenant occupancy most recently around 2005. The building offers an overall below average condition with overall average utility. While dated, the larger site size and improvements with open ceiling height with good general accessibility benefit the overall utility to the average level for the market for a competitive product. Overall utility for the property is considered for the adaptable warehouse storage use in consideration of the anticipated remaining life and any limiting utility.

<b>ACTUAL AGE:</b>	57 Years (Built 1960)
<b>EFFECTIVE AGE:</b>	~ 20 Years
<b>TOTAL ECONOMIC LIFE:</b>	40 Years (20 years remaining)
<b>CONSTRUCTION QUALITY:</b>	Average to Good Cost Steel/Masonry Frame
<b>CONDITION:</b>	Below Average

In conclusion, the subject's existing improvements are adequate for its continued utilization as a warehousing facility. The improvements were inspected and are of an average construction and below average condition. Considering the overall condition and extent of improvement of the subject space, the overall subject site and improvements appear to offer functional utility for an array of users for the space. Specifically, the improvements offer a viable alternative to more expensive new construction facilities. The overall utility of the property is considered average for marketability.

### **Hazardous Waste**

Unless otherwise stated in this report, the existence of hazardous substances, including without limitation asbestos, polychlorinated biphenyls, petroleum leakage, or agricultural chemicals, which may or may not be present on the property, or other environmental conditions, were not called to the attention of nor did the appraiser become aware of such during the appraiser's inspection. The appraiser has no knowledge of the existence of such materials on or in the property unless otherwise stated. The appraiser, however, is not qualified to test such substances or conditions. If the presence of such substances, such as asbestos, urea formaldehyde, foam insulation, or other hazardous substances or environmental conditions, may affect the value of the property, the value estimated is predicated on the assumption that there is no such condition on or in the property or in such proximity thereto that it would cause a loss in value. No responsibility is assumed for any such conditions, or for any expertise or engineering knowledge required to discover them.

### **Handicapped Access**

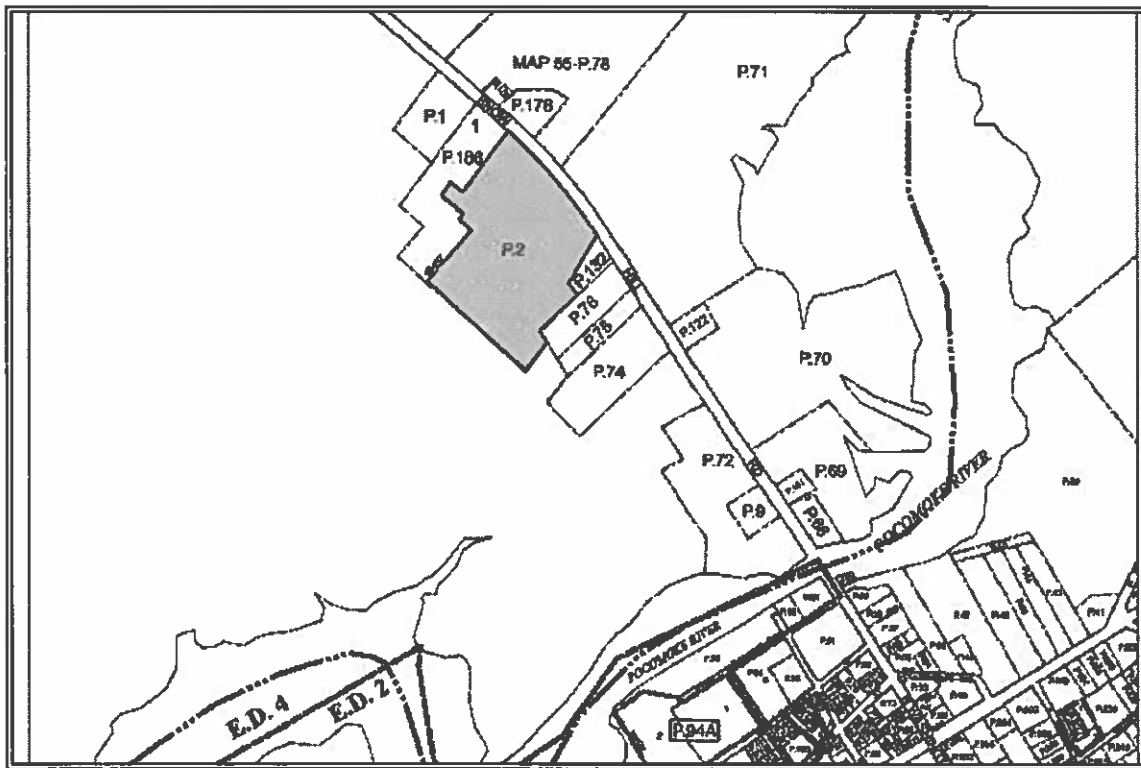
The Americans with Disabilities Act ("ADA") became effective January 26, 1992. I have not made a specific compliance survey and analysis of this property to determine whether or not it is in conformity with the various detailed requirements of the ADA. It is possible that such a specific survey and analysis could reveal that the property is not in compliance with one or more of the requirements of the Act. If so, this fact could have a negative effect upon the value of the property. Since I have no direct evidence relating to this issue, I did not consider possible non-compliance with the requirements of ADA in estimating the value of the property.

### **Subsoil Conditions**

I have inspected the land and the improvements; however, it is not possible to observe conditions beneath the soil or hidden structural, or other components. The value estimate considers there being no such conditions that would cause a loss of value. The land or the soil being appraised appears firm, however, subsidence in the area is unknown. I do not warrant against this condition or the occurrence of problems arising from soil conditions.

**ASSESSMENT AND TAXATION**

The subject property is identified by the Worcester County Office of Assessment and Taxation as being on Worcester County Tax Map 63, Grid 4, representing Parcel 2. The current indicated Market Value and Assessment for the subject property is as presented below. The subject is located outside of the Town of Snow Hill and has an associated tax rate of \$0.835 for the county, and \$0.112 for the State of Maryland for a combined 2017/18 tax rate of \$0.947 per \$100 of assessed value.



**Current Assessment and Tax Liability**

	<u>Land</u>	<u>Improve.</u>	<u>Total FCV</u>	<u>Assessed Value</u>
<b>Parcel 2 (#02-007118)</b>	\$157,100	\$808,300	\$965,400	
Phase-In Assessment (2017-2020)				\$965,400
<b>Total Tax Load (2017-2018)</b>				
	<b>\$965,400 X \$0.947/100 = \$9,142.34 (Exempt - Government)</b>			

**ZONING**

The subject property currently lies within a C-2; General Commercial District as identified by the zoning ordinance for Worcester County. As stated within the code, the purpose of this district is “intended to provide for more intense commercial development serving populations of three thousand or more within an approximate ten to twenty minute travel time. These commercial centers generally have higher parking demand and greater visibility...Commercial structures and uses must be compatible with the community and the County’s character...”



Permitted uses within this district include, as a representative list; motels & hotels, retail businesses, restaurants, indoor commercial recreation establishments, commercial parking lots and parking garages, contractor shops, warehousing, self-storage centers, vehicle, watercraft and equipment sales and service uses, day-care centers, churches, firehouses, public or private uses. An array of permitted uses and several additional uses are permitted by special exception upon approval.

The subject property as currently improved appears to be a legal non-conforming use, as grandfathered into the present Code for Worcester County. The primary item of non-conformity is the lack of current storm-water management systems associated with the dated improvement of the facility.

## **HIGHEST AND BEST USE ANALYSIS**

Highest and Best Use is defined in *The Dictionary of Real Estate Appraisal, Sixth edition*, published by the Appraisal Institute, 2016, as:

*“The reasonably probable and legal use of vacant land or an improved property, which is physically possible, appropriately supported, financially feasible, and that results in the highest value. The four criteria the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum profitability.”*

The analytical process involves a careful study of both the impact and the relationship of each factor to the subject property, and the highest and best use conclusion reflects the optimal combination of these factors.

### **HIGHEST AND BEST USE “AS IF VACANT”**

The first step in the appraisal of real estate is the determination of the highest and best use as if the site was vacant and available to be put to its most productive use. This analysis is important to both unimproved and improved sites. In the appraisal process, the highest and best use analysis determines the comparable sales to be utilized in the valuation of the subject.

#### **Legally Permissible**

As described in the “zoning” section of this report, the subject property is zoned within a C-2; General Commercial District. Permitted uses within this district include, as a representative list; motels & hotels, retail businesses, restaurants, indoor commercial recreation establishments, commercial parking lots and parking garages, contractor shops, warehousing, self-storage centers, vehicle, watercraft and equipment sales and service uses, day-care centers, churches, firehouses, public or private uses. The site does not appear to offer any legal limitations to restrict the extent of legally permissible uses for the property.

#### **Physically Possible**

The subject property consists of a total area of 7.96 +/- Acres. The site is generally rectangular in shape and situated just outside of the downtown area of Snow Hill near the Pocomoke River waterfront. Based on the zoning regulations, the overall site could accommodate an array of Legally Permissible Uses. The size of the site would allow for future subdivision for a single occupant or multiple users. The lands generally fall below the flood plain level for the area. While not restrictive, this designation will result in increased construction requirements and insurance costs associated with the improvements.

#### **Financially Feasible**

The question of financial feasibility requires the examination of the subject neighborhood and the uses which would result in adequate net return to an investor or developer. The location of the subject site is within a commercial service area for the immediate Snow Hill area. The local and regional market area has been expanding as a result of accountable population growth over the past three decades. Any financially feasible use consistent with uses present in the neighborhood area would be considered reasonable. Given the limitations upon the site, future



utility would likely suggest a more industrial service type use as presently existing nearby as warehousing uses and/or self-storage facilities.

### **Maximally Profitable**

The location of the subject property is immediately outside of the town of Snow Hill within a general governmental and general professional office market area. Most associated uses including the subject tend to cater toward the governmental influence of the area. From the analysis performed in the valuation section of this report, it appears that the utility of the property with an industrial warehouse or service oriented use would represent a financially feasible use of the site. More intensive commercial retail uses would likely require public utilities or more intensive development plans. The site appears to be situated in an area of secondary exposure for the area. Therefore, the Highest and Best Use for the subject property "As If Vacant" would be for future development of a commercial service and/or industrial warehouse type use within the permitted uses consistent with the existing and nearby uses.

### **Highest and Best Use "As Improved"**

The subject property is currently improved with a warehouse facility occupied by the county government. The existing improvements represent a legal non-conforming use as grandfathered in the present code. These improvements appear to represent the ideal improvement representing the highest and best use "as improved" for the site as no alternative use would warrant the demolition of the improvements for any alternative uses at the current time. The improvements lend toward a continued warehousing and commercial service use. Therefore, based on the analysis presented above, it is determined that the current Warehouse use represents the Highest and Best Use "As Improved."

### THE APPRAISAL PROCESS

The appraisal process is a systematic method of gathering data regarding sociological, physical, economic and governmental forces in order to analyze and interpret their influence, in terms of value, on a specific real property. In this process three basic approaches are typically used - the Cost Approach, the Sales Comparison Approach and the Income Capitalization Approach. Each is based on the principal of substitution which states that an informed purchaser would pay no more for the rights in a particular real property than the cost of acquisition without undue delay for an equally desirable one.

The Sales Comparison Approach is essential to almost every appraisal of the value of real property. In this approach, sales of similarly improved properties are analyzed as to their price, terms and conditions of sale. These sales are then compared directly to the subject and adjusted for any differences in time, location, physical characteristics and other factors affecting value. The resulting adjusted sales should indicate a range of value for the subject property. Varying degrees of judgment on the part of the appraiser are involved in the comparative process. The reliability of this approach depends on the availability of ample and adequate sales data for comparison to the subject.

In the Cost Approach, the site is valued as if vacant and available to be put to its highest and best use. Land value is estimated by the sales comparison approach which involves comparing the subject site with similar unimproved parcels which have recently been sold or are currently offered for sale. The replacement cost new of the improvements is then estimated less any accrued depreciation from all causes including physical, functional and external. This depreciated value of the improvements is then added to the site value for an indication of value by the cost approach.

The Income Capitalization Approach estimates the present worth of all future benefits, either in money or amenities, anticipated through the ownership of real estate. This is generally measured by developing a net income stream which a fully informed person is warranted in assuming the property would produce during its remaining useful life. Operating expenses of the property are then subtracted from the income to establish a net operating income. After comparison with investments of similar type and class, the net income is capitalized into a value estimate.

The subject property is currently improved with an existing warehouse facility. The typical purchaser will likely be an owner/investor occupying the property to maximize the continued and remaining utility for the property. Similarly, comparable properties of the subject size within the expanded market area offer similar ownership. The nature of the subject investment and potential for direct cost for proposed renovations, the appraiser has performed a Cost Approach at the directive of the client. Therefore, based on these governing market reflections, the appraiser has applied the Cost Approach, and Sales Comparison Approach to value for the subject analysis. As a more subjective analysis regarding the investment parameters, only a base cursory income analysis has been performed in support of the other approaches to value. These approaches offer a thorough evaluation of the market activity and have been applied within the valuation.

## VALUATION BY THE COST APPROACH

Initially, the appraiser has performed a Cost Approach toward valuation of the subject property. Considering the dated and cut-up layout of the improvements, the approach offers a replacement cost aspect for the investment. The initial step in performing the Cost Approach to value is to determine the associated value of the supporting underlying site. The subject site represents an 7.96 +/- acres commercial zoned site situated within a commercial and industrial business service area near the town of Snow Hill, Maryland. The highest and best use for the site as if vacant is commensurate with the existing use. Presented below is an analysis in the Site Valuation for the subject property site.





### **Site Valuation**

As the initial step in the valuation of the subject property via the Cost Approach, the appraiser has investigated the most comparable commercial and industrial zoned and influenced land sales within the surrounding market area to establish a site value for the subject property. Presented below is an analysis of the sales which are considered to be the most comparable to the subject site in terms of location, size and development potential. The unit price (per acre) of these comparable sales are subsequently adjusted for dissimilarities when compared to the subject property. Adjustments were performed for features such as size, access, location, utility and appeal.

A survey of similar sized commercial and industrial influenced zoned parcels located in the surrounding market area was performed. I have analyzed and compared the land sales to the subject property and have made adjustments for such factors as location, size, density, frontage/access, zoning, utility and availability of utilities. The adjusted unit prices should indicate a range into which the value of the subject site should fall. All of the recent transfers represent purchase of sites for development with similar alternative uses for industrial/commercial tracts of land similar in site and potential utility as the subject site.

The land sales presented on the following page are considered to be the most applicable for analysis to the subject property in terms of use, location, zoning and size. The sales are situated in similarly influenced commercial/industrial service use areas and offer similar proximity and potential utility as the subject site. Each reflects the overall utility of the subject parcel. The sales prices for each of the comparable sales have subsequently been adjusted to a per unit value for application to the subject site.

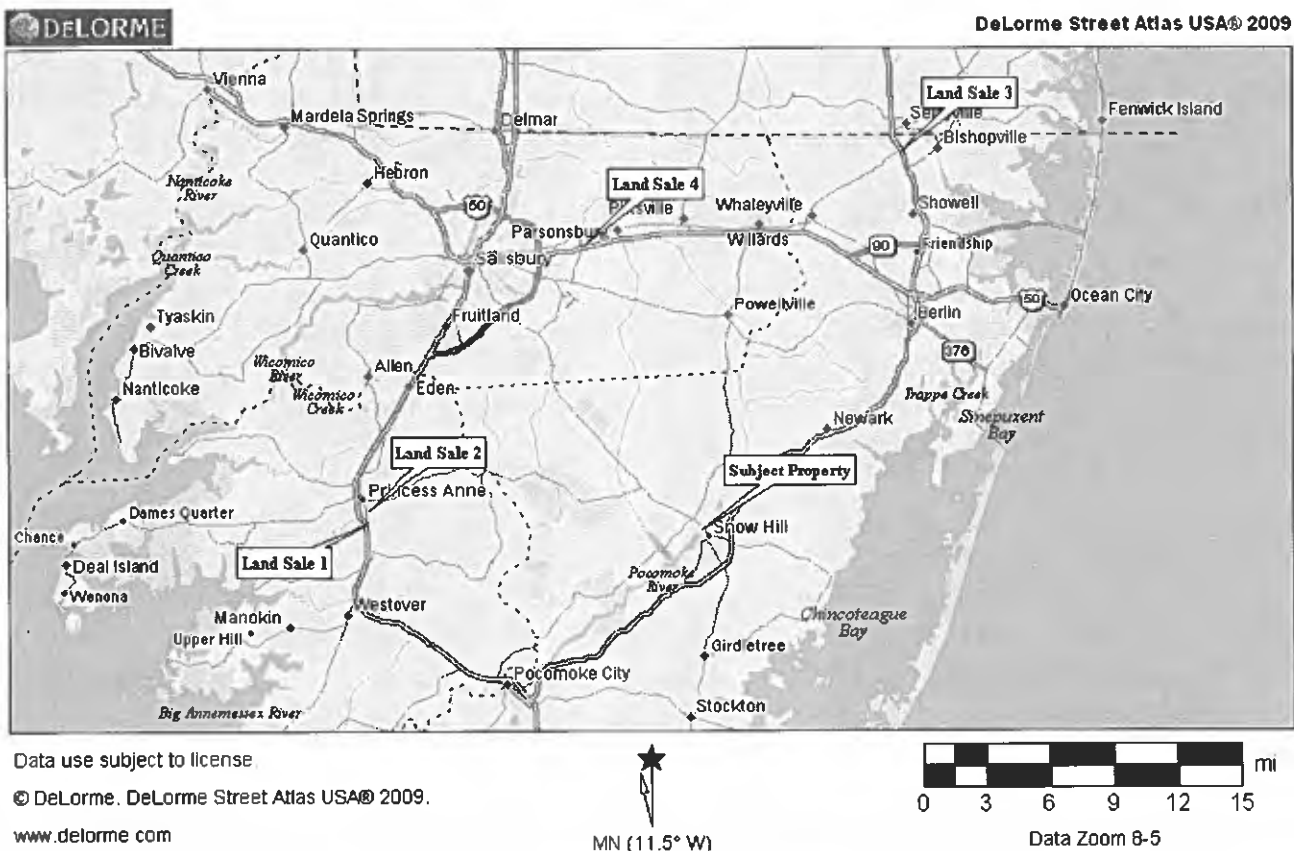
Four (4) representative transfers of similarly influenced tracts of land were analyzed in valuing the subject site. Adjustments, upward or downward are made to compensate for dissimilarities, as related to the subject property for such features as location, size, exposure, access and other physical factors affecting value. The land value concluded within this analysis will be applied within the Cost Approach in estimating the "As Is" Market Value for the subject property. Presented on the following pages is a data description for each comparable sales.

LAND SALES ADJUSTMENT CHART					
Subject	Sale One	Sale Two	Sale Three	Sale Four	
Location	5363 Snow Hill Rd	11118 Somerset Ave.	30790 Park Dr.	Worcester Hwy	Beaver Run Dr.
Area	Snow Hill, Maryland	Princess Anne, MD	Princess Anne, MD	Bishopville, MD	Salisbury, MD
Proximity		16 Miles West	15.5 Miles West	20 Miles Northeast	14.5 Miles Northwest
Tax (Map/Grid/Parcel/Lot)		23 - 6 - 99	203 - 11 - 1330a	9 - 2 - 60 & 378	39 - 6 - 264 (L8aa)
					
Deed Reference (Liber/Folio)		L. 970, F. 034	L. 931, F. 161	L. 6616, F. 118	L. 3905, F. 452
Grantor		Robert & Joanne Coffin	Somerset County	Hammond	O. Palmer Gillis III
Grantee		Princess Anne Storage	Richard Reynolds	ACS-113 Investments	Brian K. Spicer
<b>Site Characteristics</b>					
Size (Acres)	7.96	5.29	5.88	20.51	3.59
Frontage	~ 150 Ft.	Route 13	~ 1150 Ft.	~ 690 Ft.	~ 370 Ft.
Configuration	Irregular	Irregular	Rectangular	Rectangular	Rectangular
Topography	Level	Level	Level (2 Parcels)	Level (2 Parcels)	Level
Zoning	C-2	C-3	I-1	B-2/A-1	Business Park
Utilities	Private	Public	Public	Private	Private
Financing		Cash to Seller	Cash to Seller	Conventional	Cash to Seller
Information Source		Realist/MLS/Deed/Asmt	Realist/Deed/Asmt	Realist/Deed/Asmt	Realist/Deed/Asmt
Size (Useable Area)	7.96	5.29	5.88	20.51	3.59
Date of Sale		11/28/2017	8/2/2016	7/31/2015	9/25/2015
Sales Price		\$125,000	\$124,800	\$300,000	\$145,000
<b>Price per Acre</b>		<b>\$23,629</b>	<b>\$21,224</b>	<b>\$14,627</b>	<b>\$40,390</b>
Property Rights		Fee Simple	Fee Simple	Fee Simple	Fee Simple
Financing		Cash to Seller	Cash to Seller	Conventional	Cash to Seller
Conditions of Sale		\$12,500	Arms-Length	Arms-Length	Arms-Length
Improvements/Expend.		None Contributory	N/A	N/A	N/A
<b>Adjusted Sales Price</b>		<b>\$137,500</b>	<b>\$124,800</b>	<b>\$300,000</b>	<b>\$145,000</b>
<b>Price per Sq. Ft.</b>		<b>\$25,992</b>	<b>\$21,224</b>	<b>\$14,627</b>	<b>\$40,390</b>
Market Conditions		0.0%	0.0%	5.0%	5.0%
<b>Adj. Price per Sq. Ft.</b>		<b>\$25,992</b>	<b>\$21,224</b>	<b>\$15,358</b>	<b>\$42,409</b>
Location/Exposure		0.0%	0.0%	5.0%	-15.0%
Frontage/Access		-5.0%	0.0%	0.0%	0.0%
Site Size		0.0%	0.0%	25.0%	-15.0%
Configuration/Topo		0.0%	0.0%	5.0%	0.0%
Utilities/Potential		-5.0%	0.0%	0.0%	-5.0%
Site Improvements		0.0%	0.0%	0.0%	0.0%
Overall Utility/Zoning		-10.0%	-10.0%	-10.0%	-10.0%
Net Adjustment		-20.0%	-10.0%	25.0%	-45.0%
<b>Adj. Price per Sq. Ft.</b>		<b>\$20,794</b>	<b>\$19,102</b>	<b>\$19,198</b>	<b>\$23,325</b>
<i>Calculated Mean of Adjusted Data:</i>		<i>\$20,604.79</i>			
Land Value Estimate:		7.96	Acres @	\$20,000.00	\$159,200
<b>Final Estimate of Site Value:</b>					<b>\$160,000</b>

**SITE VALUATION (7.96 +/- Acres)**

The four representative land sales have been analyzed in the adjustment grid presented on the previous Page. Prior to adjustment, the comparable land sales provide a range of land value from \$14,627 to \$40,390 per acres of land area.

Adjustments have been applied to each comparable sale to reflect those factors which are either superior or inferior to the subject property. The good array of similar sized and similar utility land sales data offers a good selection of comparable sales for analysis. Adjustments have been performed for Location/Exposure, Frontage/Access, Site Size, Configuration/Topography, Utilities/Overall Potential, Site Improvements, and Zoning/Overall Utility. Applied adjustments are minimal and applied at 5% increments unless otherwise indicated. Upon final adjustment, the range of unit sale prices will offer a reliable range from which to ascertain an estimate of the unit value for the subject site. A discussion of any measurable adjustments are as presented below.



**Property Rights/Financing/Conditions of Sale**

The comparable sales provide a good range of overall utility for which the existing and potential use of the subject is exhibited. All of the properties sold in fee simple interest and do not require adjustments for property rights. All of the sales sold with conventional financing or its cash equivalent. All of the properties were indicated to have sold in arms-length terms between unrelated parties. Sale One was sold at auction and was indicative of the land value only. The

improvements were of fair condition and required extensive renovations. According to the auctioneer, the value obtained was reflective of land value only.

A discussion of the more significant physical adjustments required for the comparable sales analysis is presented below.

**Location**

Sale One is located in an inferior area to the north end of county and requires a slight upward adjustment while the overall superior location of Sale Four in Salisbury requires a significant downward adjustment.

**Site Size**

Typically, smaller acreage parcels sale for a higher per Acre value than do larger acreage due to the decreasing utilization (single use versus subdivision or center development) and costs of the additional acreage. A significant adjustment is required for the significantly larger size of Sale Three representing more raw land for subdivision than the subject site. Sale Four is of a smaller industrial park approved lot and warrants an accountable downward adjustment.

**Utilities/Potential/Site Improvement and Zoning/Utility**

The overall superior commercial service utility of Sales One and Four warrants downward adjustments. Each of the transfers is applied a downward adjustment reflective of the overall superior lack of flood plain. While not ultimately restrictive, the presence of the area increases the overall costs of development and investment. An adjustment of at least 10% is applied.

**Reconciliation and Final Site Value**

After adjusting the Comparable Land Sales, the adjusted sales prices for the four transfers indicates a range of value from \$19,102 to \$23,325 per acre. Although these sales differ in various aspects including location and size, they are the most recent predominant land sales available within the surrounding market area and supporting market. Therefore, based on the adjustment analysis and concluded range of value, a unit value of \$20,000 per acre of land area is indicated for the subject site.

Applying the price per acre value to the subject's site area of 7.96 +/- Acres results in an indication of value of \$159,200. Thus, the underlying Site Value for the subject property, as of effective date of value, March 16, 2018, is estimated to be (Rounded):

**One Hundred Sixty Thousand Dollars  
(\$ 160,000)**

**VALUATION BY THE COST APPROACH**

**Worcester County Warehouse**  
**5363 Snow Hill Road**  
**Snow Hill, Worcester Co., MD 21863**

**REPLACEMENT COST:**

Storage Warehouse Facility (Sect 14, Pg. 26)			<u>Base Cost</u>	
Average Cost - Class S			\$39.19	
HVAC Adjustment			\$0.00	
Sprinkler Adjustment			\$0.00	
Adjusted Base Cost:			<u>\$39.19</u>	
Area Multiplier:		X	1.000	
Height Multiplier:		X	1.000	
Current Cost Multiplier:		X	1.000	
Local Multiplier:		X	<u>0.970</u>	
Final Adjusted Base Cost (per Square Foot):			\$38.01	
Gross Building Area:		X	47,575 Square Feet	
Improvement Cost Estimate:			\$1,808,530	
Plus: Open Storage Area	19,500 SF @	\$20.00	\$390,000	
Plus: Mezzanine	3,250 SF @	\$10.00	<u>\$32,500</u>	
<i>Total Improvement Estimate:</i>				<i>\$2,231,030</i>
Plus: Soft Cost Allowance	1.0%		\$22,310	
Plus: Entrepreneurial Profit @	7.0%		<u>\$156,172</u>	
<i>Total Improvement Cost b/f Depreciation:</i>				<i>\$2,409,513</i>
Less: Physical Depreciation:	<u>20</u> Effective Age			
	40 Expected Life	50.00%	<u>(\$1,204,756)</u>	
<b><i>Depreciated Cost of Improvements:</i></b>				<b><i>\$1,204,756</i></b>
Site Improvements:				
Paved parking & Drives	13,000 sf @	\$3.50	\$45,500	
Access Sidewalks	1,500 sf @	\$12.00	\$18,000	
Tar & Chip Drives	30,000 sf @	\$1.50	\$45,000	
Landscape/Misc.	1 Lump Sum	\$5,000.00	<u>\$5,000</u>	
Total Site Improvement Cost:			\$113,500	
Plus: Entrepreneurial Profit	7.0%		<u>\$7,945</u>	
<b>Total Site Improvement Cost:</b>			<b><u>\$121,445</u></b>	
Less: Depreciation	50.0%		<u>\$ (60,723)</u>	
<b>Contributory Value of Site Improvements:</b>				<b>\$60,723</b>
<b>SUPPORTING LAND VALUE FROM MARKET:</b>				<b><u>\$160,000</u></b>
<b>ESTIMATE OF VALUE BY COST APPROACH :</b>				<b>\$1,425,479</b>
<b>FINAL ESTIMATE OF VALUE (ROUNDED):</b>				<b>\$1,425,000</b>

**REPLACEMENT COSTS:**

The estimated replacement costs of the improvements have been based on information extracted from the Marshall Valuation Service, information supplied by the owner, developers of similar properties, market data and files contained within the appraiser's office. The chart on the previous page sets forth the mathematical procedure utilized by the appraiser to arrive at an indicated value for the subject property via the Cost Approach.

*Base Cost Estimate*

The existing improvements are considered to be of an Average Cost Class S Storage Warehouse construction. As calculated, the base unit price for the Storage Warehouse occupancy is \$39.19 per square foot. As these figures obtained from Swift Estimate factor any required HVAC and Sprinkler adjustments, the adjusted base unit price is \$39.19. The base cost figures include architectural fees and contractor's overhead and profit, standard site preparation, sales taxes, permit fees, insurance for construction and interim construction financing. Necessary plumbing and electrical connections including required bathroom facilities for the use are also included within these cost figures.

Next, Story Height and Perimeter Multipliers have been applied based on the height and average perimeter of the existing improvements. As a replacement aspect for the cost analysis, these figures are presented to be base at 1.00. Current Cost and Local Multipliers are also applied to the adjusted base price. After adjusting for the base cost, the building area is multiplied by the Adjusted Cost for a Building Cost Estimate. The final adjusted base cost is \$38.01 for the 47,575 square feet for an indication of Total Improvement Cost of \$1,808,530.

To this cost is added the cost for the Open Storage and the Mezzanine area of the improvements. Adding these costs results in a Total Improvement Estimate to all sources of \$2,231,030.

*Soft Cost Allowance*

Added to the building replacement cost estimate is a Soft Cost Allowance of 1.0% for development. The soft costs account for any fees and costs associated with financing, site acquisition, surveys, appraisals, and environmental studies associated with the development. These costs are in excess of those architectural, design, and utility costs incorporated into the direct base replacement cost estimates. Anticipated costs can range between as low as 1% of costs to over 8% for sites requiring lease-up management and marketing. Based on the anticipated costs for the subject and limited multi-tenant or environmental concerns with the use, a base estimate of 1.0% of the Improvement Cost estimate is applied.

*Entrepreneurial Profit*

Added to the total improvement estimate is entrepreneurial profit of 7% for development. Historical data and discussions with developers of commercial properties have provided an entrepreneurial profit for such projects of approximately 6% to 18% of improvement costs. While commanding profit levels over 12% during the past building phase, the stable national economy and past cost increases suggest a curtail of the profit margins. Profit levels tend to be compromised for any development in constrained economic conditions where costs significantly exceed alternative existing property acquisition. While presently rebounding, this would suggest a



reduced overall profit for the development to the low end of the range. Therefore, an entrepreneurial profit estimated at least 7% of total costs is applied. The Total Improvement Cost before Depreciation is calculated to be \$2,409,513.

### *Depreciation*

Depreciation for the structure is based on the Effective Age/Life Method. This method utilizes a rate derived when the Effective Age of the structure is divided by the Expected Economic Life of the structure. Based on the Effective Age/Expected Economic Life method of estimating depreciation, the amount of depreciation associated with each component has been determined as presented above. This incurable physical deterioration refers to the basic wear and tear on the building structure and is based on figures provided in the Marshall & Swift Cost Manual. The subject improvements were originally constructed during 1960 with most recent renovation performed during 2005. Considering the subject property improvements will incur repair of any required deferred maintenance items, the overall age will be stabilized. As most investments require a long term invest of at least 15 to 20 years of economic life, the basis for analysis for remaining life will command 20 years with effective management after the repairs and replacements. Therefore, an effective age for the structure is estimated to be 20 years of the 40-year anticipated life or a depreciation level of 50.0%. After deducting depreciation, the Depreciated Value of the Improvements is calculated to be \$1,204,756.

### **Contributory Site Improvements**

The site improvements for the project are subsequently added to the Depreciated Value of the Improvements. Site improvements not included within the construction cost of the structure consist of the Paved Parking and Driveway Areas, Landscaping, Signage, and Concrete Sidewalk. Square Footage estimates were derived from measurements from the available site and floor plans. Representative Site Cost estimates were derived from estimates by the owner, developer and from Section 66 of the Marshall Valuation Service.

The Total Value of the Site Improvements including Profit is calculated to be \$121,445. These items have a shorter expected life than the building improvements. A depreciation estimate of 50% of costs was deducted. The Contributory Value of the Site Improvements is calculated to be \$60,723.

### **Estimate of Value via Cost Approach**

To the depreciated value of the improvements for the subject property of \$1,204,756 is added the contributory value of the site improvements of \$60,723 for a total depreciated value of \$1,265,479. To the total cost must be added the estimated site value for the underlying land of \$160,000 (calculated previously) which results in an estimated value of \$1,425,479. Therefore, the **Prospective Fair Market Value** for the subject *Worcester Liquor Control Warehouse Property situated at 5363 Snow Hill Road, west of Snow Hill, in Worcester County, Maryland*, as of the anticipated completion of the renovation, anticipated within a year, April 16, 2019, in Fee Simple Interest, is:

**One Million Four Hundred Twenty-Five Thousand Dollars  
(\$1,425,000)**

**SALES COMPARISON APPROACH**

The subject property is a storage warehouse property situated in a service area immediately outside the Town of Snow Hill. The property is of average utility with overall below average condition and average appeal located in a tertiary market area of the larger Lower Eastern Shore market area. The appraiser has investigated the most recent transfers of comparable improved warehouse and storage use particularly owner occupied and/or partial tenant properties offering similar or alternative utility for comparison to the subject.

The combination of sales offer a range of utility which relates to the overall use of the subject property. Reflected on the following pages is a presentation of the comparable sales considered similar in property type, size and overall utility as the subject property. The analysis of the subject property will reflect the Fair Market Value for the property as the basis for analysis as completed with the replacements for the deferred maintenance.

This analysis utilizes the most comparable sales available in terms of comparable utility, size, economic occupancy and fit-out as the subject improvements. Particularly, the appraiser has researched the surrounding market area for facilities of similar size and utility.

Five (5) representative transfers of comparable warehouse office use or similar utility properties were analyzed in valuing the subject property. The comparable sales have been presented in the order of date of sale. Before adjustment, the comparable sale properties selected reflect a range of sale price per square foot from \$16.27 to \$41.50 per square foot of gross building area.

The transfers offer the best data available for comparison to the subject facility as well as a reflection on the market reactions. The data offers a range of age/condition, fit-out and utility which brackets that of the subject property. Adjustments upward or downward are made to compensate for dissimilarities, as related to the subject property for such features as location, size, utility, construction, and other physical factors affecting value. Presented on the following pages is a data description for each comparable sale while below is a summary chart for each comparable sale.

Comp.	Date	Consideration	Size	\$\$ per SF
1	12/29/2017	\$1,125,000	37,000 Sq. Ft.	\$30.41
2	6/2/2017	\$950,000	58,400 Sq. Ft.	\$16.27
3	1/18/2017	\$1,575,000	37,950 Sq. Ft.	\$41.50
4	6/3/2016	\$1,500,907	56,000 Sq. Ft.	\$26.80
5	3/31/2016	\$950,000	43,948 Sq. Ft.	\$21.62

**COMPARABLE BUILDING SALE ONE**

LOCATION: 100 Industrial Boulevard, East Side Park Avenue  
Seaford Industrial Park  
Seaford, Sussex County, Delaware 19973

TAX MAP: District 5-31, Map 10.00, Parcels 236.02 & 236.17

GRANTOR: BASF Corporation

GRANTEE: Delmarva Central Railroad Co.

DATE OF SALE: December 29, 2017

DEED REFERENCE: Book 4821, Page 093

CONSIDERATION: \$1,125,000

BLDG/SQ. FT.: 37,000 +/- Square Feet

**UNIT PRICE: \$30.41 per Square Foot**



BLDG. DESCRIPTION: Age/condition: Circa. 1986 – Average  
Construction: Prefabricated Steel Frame with insulated Metal Panels  
Fit-Out: Warehouse Space with up to 40' Ceilings

LAND AREA: 19.99 +/- Acres

LAND TO BLDG: 23.53 : 1

FINANCING: Conventional Financing

ZONING: I; Light Industrial Park District

UTILITIES: Public Water and Sewer Service

HISTORY: No prior transfers within past five years

CONFIRMATION: Selling Agent, Deed and Assessment Records

COMMENTS: This transfer represents the purchase of the prior SC Johnson facility in the Seaford Industrial Park. The improvements represent an older facility within the park but still offers good utility. The property was purchase by a regional railroad storage operation which will utilize the existing rail spur for its operations. The property has been vacant for the past couple years and actively marketed for four years at prices up to \$1,500,000. An additional 6.63 acre site was acquired with the main improvement site with an underlying 13.33 acres of land. The building included a large mezzanine area of 17,300 square feet. All equipment to the past operations were removed from the property which represented a standard warehouse facility with office space.

**COMPARABLE BUILDING SALE TWO**

**LOCATION:** 406 Marvel Road – East side of Windsor Drive  
Northwood Industrial Park  
Salisbury, Wicomico County, Maryland 21801

**TAX MAP:** Map 102, Grid 16, Parcel 220

**GRANTOR:** Rosalie H. Potter

**GRANTEE:** Marvel Business Center, LLC

**DATE OF SALE:** June 2, 2017

**DEED REFERENCE:** Liber 4177, Folio 143

**CONSIDERATION:** \$ 950,000

**BLDG/SQ. FT.:** 58,400 +/- Square Feet (Gross Building Area)

**UNIT PRICE:** *\$16.27 per Square Foot*



**BLDG. DESCRIPTION:** Age/condition: Circa. 1970 – Below Average  
Construction: Prefabricated Steel Frame with Steel Panels (uninsulated)  
Fit-Out: Approximately 2,000 Sq. Ft. Office Area  
Description: Storage Warehouse Building – 24' Height

**LAND AREA:** 3.03 +/- Acres

**LAND TO BLDG:** 2.26 : 1

**FINANCING:** Conventional Redevelopment (\$1,300,000 – Bank of Delmarva)

**ZONING:** IP; Industrial Park District

**UTILITIES:** Public Water and Sewer Service provided

**HISTORY:** No Prior transfer within the past five years

**CONFIRMATION:** Listing Agent for Grantor, Deed and Assessment Records

**COMMENTS:** This is the sale of a distributor warehouse in the Northwood Industrial Park in Salisbury. According to the realtor, the property was priced right to accommodate the redevelopment of the property into a multi-tenant facility. The improvements required replacement of metal panels, roof replacements and interior upgrades. The property was marketed for over 9 months prior to obtaining the offer for the redevelopment aspect. Pricing for the listing ranged from \$1,750,000 down to \$1,295,000 prior to the offer. The existing occupant has downsized into ½ of the structure with the Windsor Drive frontage being redevelopment with 5,000 to 10,000 square foot service bay units with rentals starting at \$5.95 per square foot.

**COMPARABLE BUILDING SALE THREE**

LOCATION: 822 Eastern Shore Drive  
 @ North Side of South Boulevard  
 Salisbury, Wicomico County, Maryland 21804

TAX MAP: Tax Map 115, Grid 3, Parcel 1636

GRANTOR: Salisbury Days Co., LLC

GRANTEE: Hope & Life Outreach, Inc.

DATE OF SALE: January 18, 2017

DEED REFERENCE: Liber 4115, Folio 1

CONSIDERATION: \$1,575,000

BLDG/SQ. FT.: 37,950 +/- Square Feet

**UNIT PRICE: \$ 41.50 per Square Foot**



BLDG. DESCRIPTION: Age/condition: Circa. 1967 – Average  
 Construction: Steel Frame with insulated Steel Panels  
 Fit-Out: Office, Showroom and Warehouse  
 Description: Prior Lumber Warehouse utilized for Community Service Use

LAND AREA: 3.7349 +/- Acres

LAND TO BLDG: 4.29 : 1

FINANCING: Conventional Financing (Bank of Delmarva - \$1,200,000)

ZONING: GC; General Commercial District

UTILITIES: Public Water and Sewer Service

HISTORY: No Prior Transfers within past five years.

CONFIRMATION: Representative of Grantor, Deed and Assessment Records

COMMENTS: This represents the transfer of the old Moore lumber warehouse to the past tenant for the property. The property is being utilized for a community service and donation center for HALO. The consideration paid was the base purchase negotiated for the property between the parties. An additional donation was not disclosed reflective of the difference in any subsequent appraisal for financing purposes. The property was an occupied building and not actively marketed. The site is situated in a commercial area and the property would be available to future redevelopment which was anticipated as investment prior to the transfer. The transfer is reflective of the storage utility without consideration of the commercial potential.

**COMPARABLE BUILDING SALE FOUR**

LOCATION: 10026 Main Street  
Northeast Quadrant of U.S. Route 50  
Berlin, Worcester County, Maryland 21811

TAX MAP: Map 25, Grid 3, Parcel 50

GRANTOR: Merial Select, Inc.

GRANTEE: Sunrise Church

DATE OF SALE: June 3, 2016

DEED REFERENCE: Liber 6782, Folio 001

CONSIDERATION: \$1,500,907

BLDG/SQ. FT.: 56,000 +/- Square Feet

**UNIT PRICE: \$26.80 per Square Foot (primary improvements)**

BLDG. DESCRIPTION: Age/condition: Circa. 1960 to 2005 – Average  
Construction: Various subject to Structures – Mixed Roof Systems  
Fit-Out: Office/Research/Warehouse/Multi-Purpose  
Description: Multi-structure facility utilized for community service

LAND AREA: 22.19 +/- Acres

LAND TO BLDG: 17.26 : 1

FINANCING: Conventional (\$1,138,719 Bank of Ocean City)

ZONING: M-1/B-2; Industrial and Commercial District

UTILITIES: Private Well and Septic Systems

HISTORY: No Prior transfers within past five years

CONFIRMATION: Listing Realtor, Representative of Grantee, Deed and Assmnt Records

COMMENTS: This is the transfer of a multi-building facility situated to the north of the town of Berlin, Maryland. The space is spread out over a total of nine (9) buildings including small office and storage structures. The main square footage is allocated to five buildings with a total of some 26,000 square feet of office/warehouse/R&D space and 30,000 square feet of warehouse. The additional structure were considered to offer minimal present value to the purchasers. The multiple structures avail to the separation of services by the religious service group. The property was marketed for up to \$2,000,000 over two years prior to consummation of the transfer. This property offers a good alternative to the utility for the subject property.



**COMPARABLE BUILDING SALE FIVE**

**LOCATION:** 27120 Ocean Gateway (U.S. Route 50)  
South of Memory Gardens Lane  
Hebron, Wicomico County, Maryland 21830

**TAX MAP:** Map 19, Grid 13, Parcel 113

**GRANTOR:** Machining Technologies, Inc.

**GRANTEE:** 27120 Ocean Gateway, LLC

**DATE OF SALE:** March 31, 2016

**DEED REFERENCE:** Liber 3985, Folio 314

**CONSIDERATION:** \$ 950,000

**BLDG/SQ. FT.:** 43,948 +/- Square Feet

**UNIT PRICE:** *\$21.62 per Square Foot*

**BLDG. DESCRIPTION:** Age/condition: Circa. 1969 to 1975  
– Average (Renovated 1996)  
Construction: Various subject to Structures – Mixed Roof Systems  
Fit-Out: Warehouse, Research, and Office (Multi-Purpose)  
Description: Warehouse Office facility acquired for Cannabis Bid Site

**LAND AREA:** 7.400 +/- Acres

**LAND TO BLDG:** 7.33 : 1

**FINANCING:** Cash to Seller (Subsequent Private Lender)

**ZONING:** A-1; Agricultural District (Special Exception)

**UTILITIES:** Private Well and Septic Systems

**HISTORY:** No Prior transfers within past five years  
Subsequently re-listed after denial of bid award for production

**CONFIRMATION:** Listing Realtor, Deed and Assessment Records

**COMMENTS:** This is the transfer of a warehouse, manufacturing and office facility to the northwest of Salisbury near Hebron, Maryland. The property offers a two story office section with over 5,000 square feet of office/r&d space. The property is cut-up over several structures. The property was marketed for three years at up to \$1,495,000. The property has been recently relisted for sale for \$849,000 to cover the subsequent mortgage obtained for the original purchase. The property has not been contracted to date after 4 months on the market. The overall utility of this property is considered similar to that of the subject in a more rural location and over average utility.



SALES COMPARISON ADJUSTMENT CHART						
	Subject	Comparable #1	Comparable #2	Comparable #3	Comparable #4	Comparable #5
Property	<b>Warehouse Facility</b>	Prior BASF Facility	Storage Warehouse	HALO Facility	Merial Facility	Office/Warehouse
Location	5363 Snow Hill Road	100 Industrial Blvd.	406 Marvel Road	822 Eastern Shore Dr.	10026 Main Street	27120 Ocean Gtwy
Area	Snow Hill, MD	Seaford, DE	Salisbury, MD	Salisbury, MD	Berlin, MD	Hebron, MD
Proximity		35 Miles Northwest	17.5 Miles Northwest	16 Miles Northwest	15 Miles Northeast	21.5 Miles Northwest
Site Size (Square Feet)	7,960	19,990	3,030	3,735	22,190	7,400
Building Size (GBA)	47,575	37,000	58,400	37,950	56,000	43,948
Land to Building Ratio	7.29	23.53	2.26	4.29	17.26	7.33
Use/Finish	Warehouse/Office	Warehouse	Warehouse (Shell)	Community Service	R&D Warehouse	Warehouse w/ Office
Date of Sale		12/29/2017	6/2/2017	1/18/2017	6/3/2016	3/31/2016
<b>Sales Price</b>		<b>\$1,125,000</b>	<b>\$950,000</b>	<b>\$1,575,000</b>	<b>\$1,500,907</b>	<b>\$950,000</b>
Sales Price per Sq. Ft.		\$30.41	\$16.27	\$41.50	\$26.80	\$21.62
Property Rights		Fee Simple	Fee Simple	Fee Simple	Fee Simple	Fee Simple
Financing		Conventional	Conventional Redevelop	Conventional	Conventional Redevelop	Conventional
Conditions of Sale		Arms-Length	Arms-Length	Arms-Length	Arms-Length	Arms-Length
Expend/Other Improvements		N/A	N/A	N/A	N/A	N/A
Adjusted Sales Price		\$1,125,000	\$950,000	\$1,575,000	\$1,500,907	\$950,000
<i>Price per Sq. Ft.</i>		<i>\$30.41</i>	<i>\$16.27</i>	<i>\$41.50</i>	<i>\$26.80</i>	<i>\$21.62</i>
Market Conditions		0.0%	0.0%	0.0%	0.0%	0.0%
Adjusted Price per Sq. Ft.		\$30.41	\$16.27	\$41.50	\$26.80	\$21.62
Location/Exposure/Access		-5.0%	-5.0%	-15.0%	-5.0%	0.0%
Building Size		0.0%	0.0%	0.0%	0.0%	0.0%
Condition/Construction		-5.0%	5.0%	-5.0%	-5.0%	-5.0%
Finish/Use	Warehouse	-5.0%	5.0%	-5.0%	-5.0%	0.0%
Site Improvements		0.0%	0.0%	-10.0%	0.0%	0.0%
Site Size/Density		-10.0%	5.0%	0.0%	-5.0%	0.0%
Overall Utility/Appeal/2nd Floor		-5.0%	5.0%	-5.0%	-5.0%	0.0%
Net Adjustment		-30.0%	15.0%	-40.0%	-25.0%	-5.0%
<b>Adjusted Sales Price</b>		<b>\$21.28</b>	<b>\$18.71</b>	<b>\$24.90</b>	<b>\$20.10</b>	<b>\$20.54</b>

Calculated Mean of Adjusted Data:

\$21.11

Estimate of Market Value:

47,575

Sq. Ft. @

\$21.00

\$999,075

**Final Estimate of Fair Market Value:**

(Rounded)

**\$1,000,000**



## **SALES COMPARISON APPROACH**

The appraiser has researched the immediate market area for comparable sales of improved warehouse use properties of similar size and utility to the subject property. I have analyzed and compared the improved sales to the subject property and have made adjustments for such factors as location, size, condition, construction quality, fit-out, overall utility, and overall economic potential for the properties. No other discernible differences were noted requiring further adjustments. Each of the comparable building sales were analyzed on the price paid per square foot of gross building area. Upward adjustments mean the subject is superior to the comparable, downward adjustments reflect the opposite. The most representative comparable sales available were utilized within this analysis and are considered to be the best sales available in the market area. The chart on the previous page illustrates the adjustments made to the comparable building sales as compared to the subject.

Before adjustment, the comparable sales provide an unadjusted price per square foot between \$16.27 and \$41.50. Given the comparability and utility of each property transfer, the adjusted unit prices indicate a range into which the value of the subject property should fall.

### **Conditions of Sale/Financing/Expenditures**

The comparable sales provide a good range of overall utility for which the existing and potential use of the subject is exhibited. All of the properties sold in fee simple interest or equivalent leased fee interest at market terms with conventional financing or its cash equivalent. Each of the properties were indicated to have sold in arms-length terms between unrelated parties.

While several of the properties were either retrofit of upgraded to accommodate the needs of the new occupant, the subject analysis is performed based on the present condition and interior fit-out reflective of the marketability. No initial adjustment is applied for the data although general construction and fit-out adjustment are applied later herein.

### **Market Conditions**

A market conditions adjustment has been applied to each of the transfers which offer a different market at the time of transfers. The present market allows for some dated transfers which would offer a competitive investment to the subject property. Commercial and industrial land prices have become stabilized over the past two to three years since the national recessionary climate has calmed. Based on the research by the appraiser, the general market has experienced limited activity directly exhibiting accountable decrease in commercial and industrial values over the past two years.

### **Characteristic Adjustments**

A description of the applied adjustments to the comparable sales for the physical attributes is presented in the paragraphs below. Adjustments have been made based on 5% increments based on direct comparability to the subject. Adjustments are based on overall characteristics and scaled/ranked in comparison to the subject. The applied analysis will result in a reliable range of value for a reasonable reconciliation of the approach to value.

**COMPARABLE IMPROVED SALES MAP**



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 www.delorme.com



**Location/Exposure/Access**

Initially, a location adjustment was applied to each of the comparable sales offering alternative locations. This adjustment has been based on the average land pricing and respective lease rates for each improved site and demand thereof within each of the competitive markets. Each of the properties are considered to be located in generally superior locations as reflective of primary and secondary markets. Minor adjustments are applied for Sales One, Two and Four for the overall superior locations. A larger adjustment was required for the superior commercial area influences offered by Sale Three and a larger adjustment of 15% is applied.

**Building Size**

The comparable sales offer a generally narrow range of sizes to bracket the overall size of the subject property. Typically, smaller properties tend to command a higher per unit value than do larger units. The applied adjustments are based on the overall size and configuration of the building in comparison and scaled for adjustment to the subject improvements. Given the narrow range offered by the data, no adjustments were applied for the sales.

**Condition/Construction**

The Construction adjustment has been applied to those properties with inferior or superior construction quality in comparison to the subject's steel and masonry frame construction. An adjustment for Condition is based on the subject's average construction and below average overall condition. Sales One, Three, Four and Five each offers an overall superior level of construction and/or of a newer construction and is applied a downward adjustment reflective of the overall condition/and construction. Sale Two is of an older construction subject to multiple renovations and present redevelopment. An adjustment of at least 5% upward for the inferior overall condition and multiple construction qualities is required.

**Fit-Out/Functional Utility**

An additional adjustment has been applied for the amount of finish and overall utility associated with each comparable property. The subject property offers a basic warehouse finish and utility with only standard contribution given to the fit-out awaiting final renovation. Each of the properties tend to offer concentrated warehouse space with between 10% to 15% office finish as commensurate with the market for warehouse uses. office finish inferior to professional office space and more recent medical office finishes. The overall finish of Sales One, Three and Four are considered superior to the subject. Sale Two is inferior as predominantly warehouse and in relative below average condition and requires a slight upward adjustment.

**Site Size/Density/Site Improvements**

A Site Size, Improvement and Density adjustment has been applied to the sales. Sale Three offers an entire paved site along with security fencing for the site. An adjustment for the superior overall attributes non-typical of warehouse site finish is present on the sale in newer condition. The site density of Sales One and Four is superior and downward adjustments are applied.

**Overall Utility/Appeal/Outside Storage**

A final adjustment is required for the overall utility and appeal of the space as well as to account for the available outside storage. This adjustment also factors the presence of the flood plain upon the subject property. Most of the adjustments are offset by the superior utility for lack

of the flood plain. Sales One, three and Four each offer an overall superior utility to the subject and require a downward adjustment. Overall utility of Sale Two transferring as a redevelopment property requires an upward adjustment.

### Reconciliation and Conclusion

After adjustments, the resulting range in value was calculated to be between \$18.71 and \$24.90 per Square Foot. This range provides the best indication of value for the subject property. Although these sales differ in various aspects including location, occupancy, fit-out and size, they are the most best available comparable improved sales within the surrounding market area over the past two years. The comparable sales analysis presented has been carefully developed from the most reliable data available to the appraiser, and the value of the subject property subject to the proposed renovation should fall within the range provided by the comparable sales. The calculated mean for the adjusted sales is calculated at \$21.11 per square foot.

The appraiser has also considered an array of additional data from the market over the past five years. These transfers for larger facilities ranging from older, larger to newer, smaller facility have commanded between \$12.00 to over \$50.00 per square foot. The concentrated range for similar sized property of newer condition have concentrated over \$30.00 per square foot to nearly \$60.00 for commercial influence. This range indicates over twice the value of the subject directly reflecting the alternative to utilization of an existing facility in exchange for newer construction or acquisition.

Therefore, based on the market sales data available, a price per square foot for the subject property is estimated to be \$21.00 per Square Foot. Applying the Gross Building Area of the subject property of 47,575 +/- Square Feet calculates to a value of \$999,075.

### Final Estimate of Value via Sales Comparison Approach

Therefore, the **Prospective Fair Market Value** for the subject *Worcester Liquor Control Warehouse Property* situated at 5363 Snow Hill Road, west of Snow Hill, in Worcester County, Maryland, as of the anticipated completion of the renovation, anticipated within a year, April 16, 2019, in Fee Simple Interest, is (Rounded):

**One Million Dollars  
(\$1,000,000)**

**In Fee Simple Interest**

**RECONCILIATION AND FINAL ESTIMATE OF VALUE**

Estimate of Value by the Cost Approach:	\$1,425,000
Estimate of Value by the Sales Comparison Approach:	\$1,000,000
Estimate of Value by the Income Capitalization Approach:	See Addendum

The appraiser notes that the approaches to value presented have been carefully developed from the most reliable data available to the appraisers, and it is our opinion that the value of the subject property falls within the range derived through the application of these approaches.

As any prospective owner would consider the construction of a new facility versus buying an existing depreciated structure, the Cost Approach is considered to be an applicable approach to value. Although applicable, the difficulty in accurately estimating costs of individual items and associated levels of depreciation tends to limit the reliability of the approach. However, profit allowances tend to remain constrained during periods of limited new construction and rebounding from the past economic recession. This approach offers an indication of the general value in use reflective of the occupancy and required renovation to the property. The analysis reflects the demands upon the market for sustained occupancy. Therefore, the Cost Approach is considered to offer reliable approach and would appear to reflect the upper end of the anticipated range of value for the subject facility.

Typically, the Sales Comparison Approach would be considered an applicable approach to value as it provides a direct indication of what the market participants would consider in the investment of the property. A selection of data is available and offer a good indication of the range of value anticipated for the subject investment. When aptly adjusted as applied herein, the sales data offers a reasonable range of value for a final value indication for the subject property. The market data available and utilized offer a reliable indication of market value for the subject property. As presented within the analysis, a majority of transfers in the market reflect older and vacated facilities. Both factors directly influence the price paid. Therefore, the Sales Comparison Approach has been applied generally representing the market based alternative indication for the valuation of the subject property.

The application of the Income Capitalization Approach would typically offer a reliable approach for an income producing facility. As this approach is subjective to the application of a final rental as well as market rates of capitalization, the approach offer the basis for analysis. For the purposes of the appraisal, this approach is applied in a cursory level. An income chart is presented at the beginning of the addendum for reference. This analysis generally offers the basis for analysis and is reflective of both a vacant basis. This approach offers a reliable basis to value considering the partial investment opportunity and stabilized owner occupancy.

The Cost Approach reflects an inherent full occupancy within the market as a value in use while the Sales Comparison and Income Capitalization Approach offer considerably more variables reflected in the market activity as a value in exchange. As indicative of the wider range of value offered by the sales data, the cost approach tends to represent the upper end of the range of value. Thereby, considering the transitional nature of the property and proposed renovations, a concluded value within the range and supportive of the encompassing sales comparison analysis is reasonable.

**PROSPECTIVE VALUE (W/ CURED DEFERRED MAINTENANCE)**

Therefore, based upon my investigation and an analysis of the facts and data as presented within this report, the ***“Prospective” Fair Market Value*** for the subject ***Worcester Liquor Warehouse Property situated at 5363 Snow Hill Road, west of Snow Hill, in Worcester County, Maryland***, as of the anticipated completion of the renovation, anticipated within a year, April 16, 2019, in Fee Simple Interest, is:

**One Million Two Hundred Fifty Thousand Dollars  
(\$1,250,000)**

*The prospective value conclusion presented herein is subject to curing of the deferred maintenance based on the anticipated cost estimates and schedule plans provided to the appraiser. This valuation is thereby subject to the hypothetical condition that the items of deferred maintenance will be corrected and any repairs or replacements will be compliant to existing zoning requirements and environmental impact studies for the district, constructed of good quality materials and in a good workman like manner consistent with the provided specifications and in accordance with all governmental regulations and codes.*

**COST TO CURE (DEFERRED MAINTENANCE)**

Items of a deferred nature of the improvements were identified by the client and appraiser. These items include a required significant repair to the rear wall structure. The settlement of the wall requires engineering and full replacement for long term structural stability. Additionally, the old septic tank requires proper abandonment and any existing leaks within the facility require repair covering any necessary environmental and health concerns for the facility. Lastly, the exposed painted open storage space has been identified as containing potential lead paint. This area requires proper scraping and painting for abatement to sustain utility as well. As presented by the client representative and included in the addendum to this appraisal, the total costs for these curable items for short term replacement amount to \$260,000.

Deducting the Cost to Cure of \$260,000 for the improvements from the concluded prospective market value of \$1,250,000 results in a final indication of the ***“As Is” Fair Market Value*** for the subject property of \$990,000.

***“AS IS” FAIR MARKET VALUE***

Subsequently, after deducted the estimated ***“Costs of Cure Deferred Maintenance”***, the final estimate of the ***“As Is” Fair Market Value*** is concluded. Based upon my investigation and an analysis of the facts and data as presented within this report, the ***“As Is” Fair Market Value*** for the subject ***Worcester Liquor Warehouse Property situated at 5363 Snow Hill Road, west of Snow Hill, in Worcester County, Maryland***, as of March 16, 2018, in Fee Simple Interest, is:

**Nine Hundred Ninety Thousand Dollars  
(\$ 990,000)**

**ASSUMPTIONS AND LIMITING CONDITIONS*****Hypothetical Condition (Subject to Curing Deferred Maintenance)***

*The prospective value conclusion presented herein is subject to curing of the deferred maintenance based on the anticipated cost estimates and schedule plans provided to the appraiser. This valuation is thereby subject to the hypothetical condition that the items of deferred maintenance will be corrected and any repairs or replacements will be compliant to existing zoning requirements and environmental impact studies for the district, constructed of good quality materials and in a good workman like manner consistent with the provided specifications and in accordance with all governmental regulations and codes.*

1. No responsibility is assumed for the legal description or for matters including legal description or for matters including legal or title considerations. Title to the property is assumed to be good and marketable unless otherwise stated.
2. The property appears to share some cross access with the adjacent land which is not offered in a recorded easement. While not directly influenced, any easement is a prospective benefit to the respective sites and does not impact the overall utility. Inclusive of any public utility easements of record, no adverse easements, encroachments or encumbrances were noted or discovered by the appraisers during our research. The property is appraised free and clear of any or all liens or encumbrances unless otherwise stated.
3. Responsible ownership and competent property management are assumed. The analysis assumes the continued occupancy of the ownership for the foreseeable future. A value in use is inherent with the occupancy in lieu of an alternative unoccupied facility in the open market which may impact value.
4. The information furnished by others is believed to be reliable. However, no warranty is given for its accuracy.
5. All engineering is assumed to be correct. The plot plans and illustrative material in this report are included only to assist the reader in visualizing the property.
6. It is assumed that there are no hidden or unapparent conditions of the property, subsoil or structures that render it more or less valuable. No responsibility is assumed for such conditions or for arranging for engineering studies that may be required to discover them.
7. It is assumed that there is full compliance with all applicable federal, state, and local environmental regulations and laws unless noncompliance is stated, defined, and considered in the appraisal report.
8. It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless a nonconformity has been stated, defined, and considered in the appraisal report.
9. It is assumed that all required licenses, certificates of occupancy, consents, or other legislative or administrative authority from any local, state, or national government or private entity or organization have been or can be obtained or renewed for any use on which the value estimate contained in this report is based.

10. It is assumed that the utilization of the land and improvements is within the boundaries or property lines of the property described and that there is no encroachment or trespass unless noted in the report.
11. The distribution, if any, of the total valuation in this report between land and improvements applies only under the stated program of utilization. The separate allocations for land and buildings must not be used in conjunction with any other appraisal and are invalid if so used.
12. Possession of this report, or a copy thereof, does not carry with in the right of publication.
13. The appraiser, by reason of this appraisal, is not required to give further consultation, testimony, or be in attendance in court with reference to the property in question unless arrangements have been previously made.
14. Neither all or any part of the contents of this report (especially any conclusions as to value, the identity of the appraisers, or the firm with which the appraisers are connected) shall be disseminated to the public through advertising, public relations, news, sales, or other media without the prior written consent and approval of the appraisers and client.
15. Any value estimates provided in the report apply to the entire property, and any proration or division of the total into fractional interests will invalidate the value estimate, unless such proration or division of interests has been set forth in the report.
16. Unless otherwise stated in this report, the existence of hazardous materials, which may or may not be present on the property, was not observed by the appraisers. The appraisers have no knowledge of the existence of such materials on or in the property. The appraisers, however, are not qualified to detect such substances. The presence of substances such as asbestos, urea-formaldehyde foam insulation, and other potentially hazardous materials may affect the value of the property. The value estimated is predicated on the assumption that there is no such material on or in the property that would cause a loss in value. No responsibility is assumed for such conditions or for any expertise or engineering knowledge required to discover them. The client is urged to retain an expert in the field, if desired.
17. The appraiser has not made a specific compliance survey and analysis of this property to determine whether or not it is in conformity with the various detailed requirements of the Americans with Disabilities Act (ADA). It is possible that a compliance survey of the property together with a detailed analysis of the requirements of the ADA could reveal that the property is not in compliance with one or more of the requirements of the act. If so, this could have a negative effect upon the value of the property. This appraisers are not architects or engineers and do not have the expertise to identify potential compliance violations with ADA or the cost to cure. Therefore, we recommend the client obtain the services of an architect or engineer with the necessary expertise to make these determinations. Since we have no direct evidence relating to this issue, we did not consider possible noncompliance with the requirements of ADA in estimating the value of the property. We predicate this appraisal upon review of reports prepared by a qualified architect or engineer if the property is not in compliance.



**QUALIFICATIONS OF APPRAISER****William J. Lefort**

Candidate for Designation, Appraisal Institute

**LICENSE:**

Maryland Certified General Appraiser #04-20099  
 Delaware Certified General Appraiser #X1-0000349

**EDUCATION:**

The Pennsylvania State University - Bachelor of Science, Business Administration  
 Concentration: Real Estate (Urban Planning and Feasibility Analysis)  
 Degree Coursework -Real Estate Valuation, Real Estate Financial Investment,  
 Real Estate Law, and Seminar in Real Estate Property Rights  
 Related Coursework - Urban Geography, Urban Economics, Public Finance

The Appraisal Institute - Capitalization Theory and Technique, Part A; September 1992  
 The Appraisal Institute - Advanced Income Capitalization; March 1993  
 The Appraisal Institute - Standards of Professional Practice, Parts A and B; June 1993  
 The Appraisal Institute - Appraisal Procedures; July 1994  
 The Appraisal Institute - General Applications; February 1995  
 The Appraisal Institute - Market Analysis and Highest and Best Use; August 1997  
 The Appraisal Institute - Standards of Professional Practice, Part A; April 1998  
 The Appraisal Institute - Adv. Sales Comparison and Cost Approaches; March 2001  
 The Appraisal Institute - Report Writing and Valuation Analysis; September 2003  
 The Appraisal Institute - Uniform Standards of Federal Land Acquisitions; October 2006  
 The Appraisal Institute - Advanced Applications; April 2008  
 The Appraisal Institute - Professional Ethics; October 2007  
 The Appraisal Institute - Appraising the Appraiser, Appraisal Review – General; April 2013  
 The Appraisal Institute - Eminent Domain and Condemnation; April 2016  
 The Appraisal Institute - Uniform Appraisal Standards for Federal Land Acquisitions; June 2017  
 The Appraisal Institute - Various Seminars (e.g. Commercial Lease Analysis, Subdivision  
 Analysis, Comparative Analysis, Market Updates, Delaware Law)  
 USPAP, 7- Hour National Update; October 2017 – April 2015  
 MNC Financial Inc. - Argus Training, Appraisal Compliance & FIRREA Seminars

**PROFESSIONAL EXPERIENCE:**

Lefort Appraisal & Consulting, Inc. - President/Commercial Appraiser, January 2006  
 Mason Appraisals, Inc. - Vice President (Commercial Appraiser), Jan. 1994 to Dec. 2005  
 MNC Financial, Inc. - Appraisal Officer (Review Appraiser), July 1992 to Dec. 1993

**REPRESENTATIVE CLIENTS (partial list):**

M & T Bank	U.S. Fish and Wildlife (OVS - DOI)
Maryland Department of Natural Resources	MD Department of General Services
Maryland Counties	The Nature Conservancy
BB&T Company	The Conservation Fund
PNC Bank	Trust for Public Land
Delaware National Bank	DE State Housing Authority
Bank of America	Bank of Delmarva
SunTrust Bank	The Felton Bank

**REPRESENTATIVE PROPERTY ASSIGNMENTS:**

Conservation Lands, Agricultural Lands, Shopping Centers, Office Buildings, Retail Buildings,  
 Hotels/Motels, Industrial Buildings, Automobile Facilities, Residential & Commercial Land  
 Developments, Apartment Buildings, Schools & Day Care Centers, Mixed Use Buildings,  
 Mobile Home Parks, Health Clubs, Processing Facilities, Special Use Buildings

**ADDENDUM**

**INCOME AND EXPENSE PROJECTION****Worcester County Warehouse Facility****5363 Snow Hill Road, Snow Hill, MD 21863**

POTENTIAL GROSS INCOME:				Annual Income
			<u>Monthly</u>	
I) Front Section	12,625 S.F. @	\$4.00 Per SF	\$4,208.33	\$50,500
Rear Section	34,950 S.F. @	\$1.50	\$4,368.75	\$52,425
Total	47,575 S.F.	\$ 2.16 (Average/Sq Ft)		\$102,925
Scheduled Reimbursements	0 Sq. Ft. @	\$0.00 per SF		\$0
<b>TOTAL POTENTIAL GROSS INCOME</b>				\$102,925
Vacancy and Collection: 7.5%				(\$7,719)
<b>TOTAL EFFECTIVE GROSS INCOME:</b>				<u>\$95,206</u>
Less: Fixed Expenses:				
Real Estate Taxes (pro-rated Tenant)		\$0.00 per SF		\$0
Insurance (Reimbursed)		\$0.00 per SF		\$0
Less: Operating Expenses:				
Management:		3.0% EGI	\$ 2,856	
Maintenance & Repairs:		\$0.00 per SF	\$ -	
Utilities (Paid by Tenant):			\$ -	
Less: Reserves for Replacement		\$0.15 per SF	\$ 7,136	
<b>TOTAL EXPENSES:</b>				<u>(\$9,992)</u>
<b>NET OPERATING INCOME:</b>				\$85,213

**DIRECT CAPITALIZATION:***Estimated Value via Capitalization Rate*

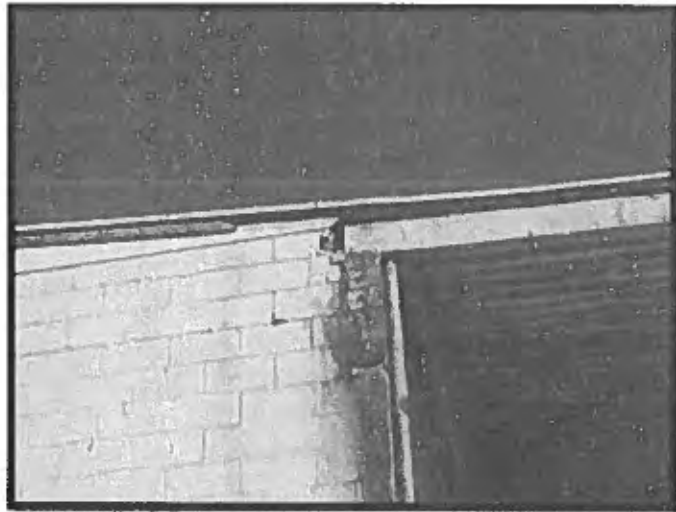
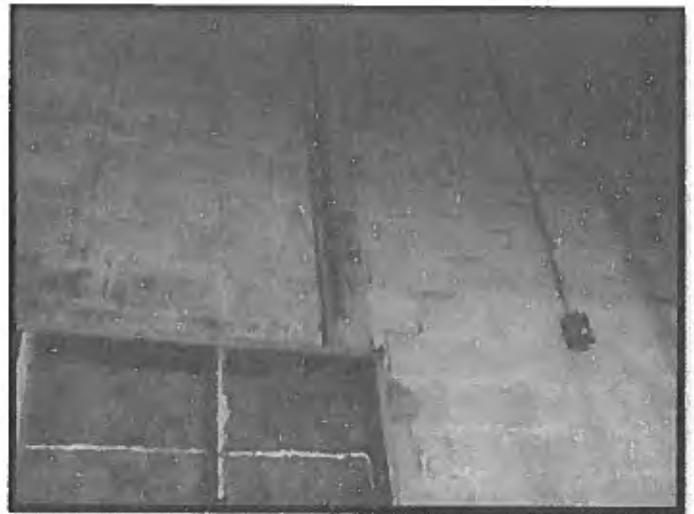
$$\$85,213 \quad / \quad 0.0900 \quad = \quad \$946,813$$

**Final Estimate of Value via Income Capitalization Approach: (Rounded) \$950,000**

***Market Rental Data:***

1	Berlin WH Space	\$ 3.71 per Sq. Ft.	13,400 Sq. Ft.
2a	Nanticoke Business Park	\$ 2.10 per Sq. Ft.	40,000 Sq. Ft.
2b	Nanticoke Business Park	\$ 2.56 per Sq. Ft.	75,000 Sq. Ft.
3	Delmar Warehouse	\$ 4.25 per Sq. Ft.	10,000 Sq. Ft.

**PHOTOGRAPHS (Items of Deferred Maintenance)**



Worcester Liquor Control Warehouse (218c0107)



LICENSE • REGISTRATION • CERTIFICATION • PERMIT

STATE OF MARYLAND

DEPARTMENT OF LABOR, LICENSING AND REGULATION

COMMISSION OF RE APPRAISERS & HOME INSPECTORS  
CERTIFIES THAT:

WILLIAM J LEFORT

Martin P. Malley  
Governor  
Anthony G. Brown  
Lt. Governor  
Leonard J. Howe, III  
Secretary

IS AN AUTHORIZED: **04 - CERTIFIED GENERAL**

LIC/REG/CERT: 20099      EXPIRATION: 4-14-2016      EFFECTIVE: 04-14-2013      CONTROL NO: 4392718

*WJL*  
Signature of Bearer

*Leonard J. Howe, III*  
Secretary DLLR

WHERE REQUIRED BY LAW THIS MUST BE CONSPICUOUSLY DISPLAYED IN OFFICE TO WHICH IT APPLIES

LICENSE NO: X1-0000349      STATE OF DELAWARE      NOT TRANSFERABLE  
DIVISION OF PROFESSIONAL REGULATION  
881 Silver Lake Blvd  
Cannon Building, Suite 203  
Dover, DE 19904-2467  
PROFESSION: Certified General Real Property Appraiser      EXPIRATION DATE: 10/31/2017  
ISSUED TO: William J. Lefort

MAILING ADDRESS  
William J. Lefort  
29122 Tanager Way  
Eden MD 21822



PROFESSIONAL LICENSE

*WJL*  
LICENSEE'S SIGNATURE

434433

THIS CERTIFIES THAT THE PERSON NAMED IS HEREBY LICENSED TO CONDUCT OR ENGAGE IN THE PROFESSION INDICATED ABOVE. THIS DOCUMENT IS DULY ISSUED UNDER THE LAWS OF THE STATE OF DELAWARE.

Filed 5/6/67 SVH 194/67

**Worcester County Planning Commission**

1. THE GRANT OF A PERMIT OR APPROVAL OF THIS SUBDIVISION SHALL NOT CONSTITUTE A REPRESENTATIONAL GUARANTEE OR WARRANTY OF ANY KIND BY WORCESTER COUNTY OR BY ANY OFFICIAL OR EMPLOYEE THEREOF OF THE PRACTICABILITY, BUILDABILITY OR SAFETY OF ANY PROPOSED USE, AND SHALL CREATE NO LIABILITY UPON THE COUNTY OR ITS OFFICIALS OR EMPLOYEES.

2. ANY APPROVAL BY THE DEPARTMENT OF THE DIVISIONS OF ANY KIND OR BY ANY OFFICIAL OR EMPLOYEE THEREOF IS BASED UPON STATE AND COUNTY STANDARDS EXISTING AS OF THE DATE OF APPROVAL, SUCH STANDARDS ARE SUBJECT TO CHANGE AND A BUILDING PERMIT MAY BE ISSUED IN THE FUTURE, IN THE EVENT CURRENT STANDARDS CANNOT BE MET AS OF THE DATE OF APPLICATION FOR SUCH PERMIT. THE APPROVAL SHOWN HEREON IS NOT SUFFICIENT APPROVAL FOR A BUILDING PERMIT.

*Burt A. Cuyler* 1/5/68  
 APPROVING AUTHORITY  
 WORCESTER COUNTY PLANNING COMMISSION

**Worcester County Environmental Programs**

THE GENERAL TRACT OF PARCEL 2 AS SHOWN ON THE EXISTING WATER AND SEWAGE FACILITIES AS SHOWN. THIS DOES NOT GUARANTEE THAT THE QUALITY OF THESE SERVICES HAS BEEN EVALUATED. ALSO ANY FUTURE CHANGES TO THESE SYSTEMS MUST INCLUDE AN EVALUATION AND PERMIT FROM ENVIRONMENTAL PROGRAMS. LOT 1 CANNOT BE OPEN TO ANY OTHER USE WITHOUT A SOIL EVALUATION TO FIND SUITABLE SITES FOR ON-SITE SEWAGE DISPOSAL.

*Richard J. Sillars* 1/5/68  
 APPROVING AUTHORITY  
 WORCESTER COUNTY ENVIRONMENTAL PROGRAMS

**Order Description**

THE SUBDIVISION OF LAND AS SHOWN ON THIS PLAN IS WITH FREE CONSENT AND IN ACCORDANCE WITH THE REQUIREMENTS OF THE CHARTER, PROPERTIES AND PRINCIPLES OF ANY PROVISION OF THE REQUIREMENTS OF SECTION 3-103 OF THE REAL PROPERTY ARTICLES OF THE ANNEALED CODE OF WORCESTER COUNTY AS FAR AS THEY RELATE TO THE MAKING OF THIS PLAN AND SETTING OF MARKERS THEREON COMPLETED WITH.

*[Signature]* 1/5/68  
 APPROVING AUTHORITY  
 WORCESTER COUNTY LIQUOR CONTROL BOARD

**Surveyor's Certificate**

I HEREBY CERTIFY TO THE BEST OF MY KNOWLEDGE AND BELIEF THAT THE REQUIREMENTS OF SECTION 3-103 OF THE REAL PROPERTY ARTICLES OF THE ANNEALED CODE OF WORCESTER COUNTY CONSIDERING THE MAKING OF THIS PLAN AND THE SETTING OF MARKERS AS WELL AS ALL OF THE REQUIREMENTS OF THE COUNTY COMMISSIONS AND ORDINANCES OF THE COUNTY HAVE BEEN COMPLETED WITH.

*[Signature]* 1/5/68  
 DOUGLAS F. WILLIAMS REG. # 27158  
 DATE

**Worcester County Atlantic Coastal Bay Critical Area**

THIS PROPERTY LIES WITHIN THE WORCESTER COUNTY ATLANTIC COASTAL BAY'S CRITICAL AREA AND ALL PROPOSED DEVELOPMENT ACTIVITY MUST MEET THE REQUIREMENTS OF TITLE 3 LAND AND WATER RESOURCES, SUBTITLE 1 ATLANTIC COASTAL BAY'S CRITICAL AREA OF THE WORCESTER COUNTY CODE OF PUBLIC LAWS AS APPLICABLE AT THE TIME OF THE PROPOSED DEVELOPMENT ACTIVITY.

**NOTES**

1. THE MAP IS PARCELS 2.
2. PRESENT ZONING IS G-1.
3. CURRENT USE: COMMERCE.
4. ZONED PERMITANCE: 20% SIGNAGE.
5. CHAIRMAN OF RECORD: WORCESTER COUNTY LIQUOR CONTROL BOARD.
6. 6885 BUCKINGHAM ROAD, SHAW HILL, MASS.
7. BASED UPON THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP COMMUNITY PANEL NUMBER SHOWN IN FIG. 1, DATED APRIL 19, 1966, THIS PARCEL IS LOCATED IN ZONE 4 AREAS OF 100 YEAR FLOOD BASE FLOOD ELEVATIONS.
8. FLOOD HAZARD FACTORS NOT DETERMINED.
9. THE PURPOSE OF THIS PLAN IS TO SUBDIVIDE AN APPROVED PARCELS LOT 2 FROM TAX MAP 62, PARCELS 2 & 11.
10. PROPERTY IS LOCATED WITHIN THE CHESTERFORD BAY CRITICAL AREA.
11. PROPERTY IS LOCATED IN AN I.D.A. OVERLAY DISTRICT.
12. REQUIREMENTS: MINIMUM FRONT YARD DEPTH 25 FT. MINIMUM SIDE YARD DEPTH 12 FT. (8 FT. ON OTHER SIDE). MINIMUM REAR YARD DEPTH 25 FT.

**II. THE EXISTING SEPTIC SYSTEM ON THE REMAINING LANDS OF THE WORCESTER COUNTY LIQUOR CONTROL BOARD IS AN APPROXIMATE LOCATION ONLY. ITS POSITION WAS PROVIDED AS THE POINT OF A SECTION FROM THE WORCESTER COUNTY DEPARTMENT OF ENVIRONMENTAL PROGRAMS. WELD SEWAGE CORPORATION, ATLANTIC GROUP, AND ITS SUPERVISOR AGENT ASSUME NO LIABILITY FOR ITS EXISTENCE OR EXACT LOCATION AS IT IS A SUB-SURFACE STRUCTURE AND IS UNABLE TO BE VISUALLY LOCATED.**

**VICINITY MAP**  
 60' TO SCALE

**LEGEND**

- - MARK IN 10 FEET TO THE NE
- - CHISEL POINT NEAREST MARKER
- - IRON STEEL PIVOT
- - UNMARKED POINT
- - IRON PIPE POINT

**GRAPHIC SCALE**  
 1" = 200' 0"

**MAP APPROVED BY**  
 THE BOARD OF  
 HEALTH AND  
 HUMAN SERVICES  
 1967

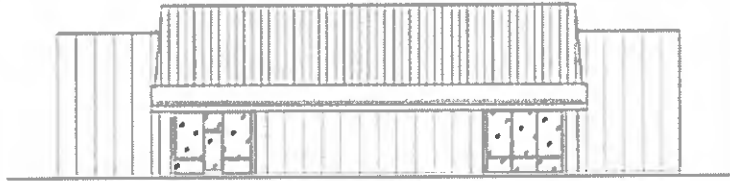
**Worcester County Seal**

**Subdivision of the Lands of Worcester County, Massachusetts**  
 CENTRAL DISTRICT  
 NEAR BUCKINGHAM  
 IN WORCESTER COUNTY, MASSACHUSETTS

**Atlantic Group**  
 1000 N. Main Street, Suite 201, Worcester, MA 01608  
 Tel: 508-853-1100

Worcester Liquor Control Warehouse (218c0107)

11/15/2011 10:30 AM by [unclear] 11/15/2011 10:30 AM



EXISTING CONDITIONS FRONT EXTERIOR ELEVATOR



EXISTING CONDITIONS FLOOR PLAN

<p><b>TWIG CONDITIONS</b>  <b>COUNTY LIQUOR CONTROL</b>          1000 W. MAIN ST. WORCESTER, MA 01602</p>		<p>OWNER/ARCHITECT          COUNTY LIQUOR CONTROL</p>	<p>DATE: 11/15/2011          SCALE: AS SHOWN  </p>
---	---	---	---

Real Property Data Search

Search Result for WORCESTER COUNTY

<a href="#">View Map</a>	<a href="#">View GroundRent Redemption</a>	<a href="#">View GroundRent Registration</a>	
<b>Account Identifier:</b> District - 02 Account Number - 007118			
<b>Owner Information</b>			
<b>Owner Name:</b>	COUNTY COMMISSIONERS OF WORCESTER COUNTY	<b>Use:</b>	EXEMPT COMMERCIAL
<b>Mailing Address:</b>	ONE WEST MARKET ST RM 1103 SNOW HILL MD 21830-	<b>Principal Residence:</b>	NO
		<b>Deed Reference:</b>	#05719/ 00448
<b>Location &amp; Structure Information</b>			
<b>Premises Address:</b> 5383 SNOW HILL RD SNOW HILL 21863-0000		<b>Legal Description:</b>	7.96 ACS S/W SIDE R-12 LDS WO CO LIQ CONTROL BD
<b>Map:</b> 0063	<b>Grid:</b> 0004	<b>Parcel:</b> 0002	<b>Sub District:</b>
			<b>Subdivision:</b> 0000
			<b>Section:</b>
			<b>Block:</b>
			<b>Lot:</b>
			<b>Assessment Year:</b> 2017
			<b>Plat No:</b>
			<b>Plat Ref:</b> 0194/ 0067
<b>Special Tax Areas:</b>		<b>Town:</b>	NONE
		<b>Ad Valorem:</b>	
		<b>Tax Class:</b>	
<b>Primary Structure Built</b>	<b>Above Grade Living Area</b>	<b>Finished Basement Area</b>	<b>Property Land Area</b>
1960	47,286 SF		7.9600 AC
<b>County Use</b>			
<b>Stories</b>	<b>Basement</b>	<b>Type</b>	<b>Exterior</b>
		DISCOUNT STORE	
			<b>Full/Half Bath</b>
			<b>Garage</b>
			<b>Last Major Renovation</b>
<b>Value Information</b>			
	<b>Base Value</b>	<b>Value</b>	<b>Phase-in Assessments</b>
		<b>As of</b>	<b>As of</b>
		01/01/2017	07/01/2017
<b>Land:</b>	157,100	157,100	
<b>Improvements</b>	827,400	808,300	
<b>Total:</b>	984,500	965,400	965,400
<b>Preferential Land:</b>	0		0
<b>Transfer Information</b>			
<b>Seller:</b> WORCESTER COUNTY LIQUOR CONTROL BD	<b>Date:</b> 07/22/2011	<b>Price:</b> \$0	
<b>Type:</b> NON-ARMS LENGTH OTHER	<b>Deed1:</b> #05719/ 00448	<b>Deed2:</b>	
<b>Seller:</b> CHAPMAN RALPH LEE	<b>Date:</b> 12/18/2003	<b>Price:</b> \$800,000	
<b>Type:</b> ARMS LENGTH IMPROVED	<b>Deed1:</b> SVH #03968/ 00264	<b>Deed2:</b>	
<b>Seller:</b> CENTRAL IMPLEMENT CO INC	<b>Date:</b> 11/21/2002	<b>Price:</b> \$950,000	
<b>Type:</b> ARMS LENGTH IMPROVED	<b>Deed1:</b> SVH #03502/ 00145	<b>Deed2:</b>	
<b>Exemption Information</b>			
<b>Partial Exempt Assessments:</b>	<b>Class</b>	<b>07/01/2017</b>	<b>07/01/2018</b>
<b>County:</b>	590	965,400.00	965,400.00
<b>State:</b>	590	965,400.00	965,400.00
<b>Municipal:</b>	590	0.00/0.00	0.00/0.00
<b>Tax Exempt:</b>	<b>Special Tax Recapture:</b>		
<b>Exempt Class:</b>	NONE		
<b>Homestead Application Information</b>			
<b>Homestead Application Status:</b> No Application			
<b>Homeowners' Tax Credit Application Information</b>			
<b>Homeowners' Tax Credit Application Status:</b> No Application		<b>Date:</b>	



LIBER 5719 FOLIO 448

WORCESTER COUNTY CIRCUIT COURT (Land Records) SVH 5719, p. 0448, MSA\_CE31\_5893, Date available 07/25/2011, Printed 11/03/2017.

County Attorney  
Worcester County

Return To:

**THIS CONFIRMATORY DEED** made this 1<sup>st</sup> day of July, 2011, by the County Commissioners of Worcester County, Maryland, a body politic and corporate of the State of Maryland, successor in interest to the Worcester County Liquor Control Board, Grantor.

**WHEREAS**, by Act of the General Assembly enrolled as Chapter 304 of the 2011 Acts of Assembly, the Worcester County Liquor Control Board was abolished and the Worcester County Department of Liquor Control was created as a department of the Grantor herein; and

**WHEREAS**, by Section 2 of said Act of Assembly, title to all real property of the Worcester County Liquor Control Board is continued as the title to all real property of the Worcester County Department of Liquor Control, effective July 1, 2011; and

**WHEREAS**, title to the Property will, by operation of law become vested in the Worcester County Department of Liquor Control as of the effective date of that Act of Assembly, however the Grantor desires to confirm that it is vested with all right, title, and interest of the Worcester County Liquor Control Board in and to the Property.

**NOW, THEREFORE, THIS DEED WITNESSETH**, that in consideration of the aforesaid Act of the General Assembly and for no monetary consideration, the said Grantor hereby grants, conveys, assigns and confirms all of its right, title and interest in and to the hereinafter described properties unto the County Commissioners of Worcester County, Maryland, a body politic and corporate of the State of Maryland, its successors and assigns, in fee simple, forever:

**ITEM FIRST:**

**ALL** that lot, tract or parcel of land situate, lying and being in the Second Election District of Worcester County and State of Maryland, located on the Southerly side of and binding upon MD State Route 12 (Snow Hill Road) and being more particularly shown and designated as Parcel 2 Remaining Lands of Worcester County Liquor Control Board, on Plat entitled "Subdivision of the Lands of Worcester County Liquor Control Board", made by Wiles Mensch Corporation Atlantic Group, dated May 6, 2004, and recorded among the Land Records of Worcester County, Maryland, in Plat Book S.V.H. No. 194, Folio 67, containing 7.96 acres, more or less.

**BEING** the residue of the land conveyed unto **WORCESTER COUNTY LIQUOR CONTROL**

FILED  
2011 JUL 27 AM 11:33  
STEPHEN V. HILES  
CLERK, C.I.C.  
WOR.C.O.

WORCESTER COUNTY CIRCUIT COURT (Land Records) SVH 5719, p. 0449, MSA\_CE31\_5893. Date available 07/25/2011. Printed 11/03/2017.

BOARD by Deed from Ralph Lee Chapman, dated November 26, 2003, and recorded among the Land Records of Worcester County, Maryland, in Liber S.V.H. No. 3968, Folio 264.

**ITEM SECOND:**

ALL that property lying and being situate in the First Election District, Worcester County, Maryland, within the City of Pocomoke, and being more particularly designated and distinguished as Condominium Units 101 and 102, Newtowne Plaza Condominiums in the Newtowne Square Subdivision, together with an undivided percentage interest in the common elements thereof, as established pursuant to a Declaration, together with Bylaws, made by Robert D. Mason, dated February 21, 2007, and recorded among the Land Records of Worcester County, Maryland, in Liber S.V.H. No. 4873, Folio 368, et seq., and pursuant to the plats described therein entitled "NEWTOWNE PLAZA CONDOMINIUMS", dated July 25, 2006, made by George E. Young, III, P.C., and recorded as aforesaid in Plat Book S.V.H. No. 217, Folio 1, et seq.

BEING the same property conveyed unto WORCESTER COUNTY LIQUOR CONTROL BOARD by Deed from Robert D. Mason, dated February 23, 2007, and recorded among the Land Records of Worcester County, Maryland, in Liber S.V.H. No. 4879, Folio 229.

REFERENCE to the aforesaid deeds and plats and the references therein contained is hereby made for a more particular description of the properties hereby conveyed.

TOGETHER with all improvements thereon and all the rights, ways, waters, privileges and appurtenances there unto belonging or in any manner appertaining.

TO HAVE AND TO HOLD the above described properties unto the Grantee as aforesaid, in fee simple, forever.

IN WITNESS WHEREOF, the Grantor has caused this Confirmatory Deed to be executed and delivered by its duly authorized officers, the date first above written.

ATTEST:

  
Gerald T. Mason  
Chief Administrative Officer

COUNTY COMMISSIONERS OF  
WORCESTER COUNTY, MARYLAND  
By:  (SEAL)  
James C. Church, President

AFFIDAVIT AS TO TOTAL PAYMENT AND RESIDENCE AND CERTIFICATION OF EXEMPTION

Under the penalties of perjury, I hereby certify, in accordance with Section 10-912 of the Tax-General Article, Annotated Code of Maryland (herein the "Withholding Law"), that the transferor is a resident entity under §10-912(a)(4) of the Tax-General Article of the Annotated Code of Maryland entitled to claim exemption from the Withholding Law, that I am an agent of the transferor, that I have authority sign this document on the transferor's behalf, and that the "Total Payment" for purposes of the Withholding law is \$-0-

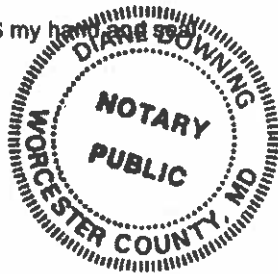
TRANSFEROR:

*James C. Church* (SEAL)  
James C. Church, President

STATE OF MARYLAND, WORCESTER COUNTY TO WITNESS

I HEREBY CERTIFY that on this 18<sup>th</sup> day of July, 2011, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared James C. Church, who acknowledged himself to be the President of the County Commissioners of Worcester County, Maryland and that he executed the foregoing Confirmatory Deed for the purposes therein contained on behalf of the said Grantor.

AS WITNESS my hand and seal



*Jiane Rowing*  
Notary Public  
My Commission Expires: 9/01/11

This is to certify that the within instrument was prepared by or under the supervision of the undersigned, an attorney duly admitted to the practice of law before the Court of Appeals of Maryland.

*John E. Bloxom*  
John E. Bloxom

JUL 22 2011 The foregoing instrument filed for record and is accordingly recorded among the land records of Worcester County, Maryland.

*Stephen V. Galas* Clerk

H:\COATTY\LCB Confirmatory Deed.wpd

WORCESTER COUNTY CIRCUIT COURT (Land Records) SVH 5719, p. 0450, MSA\_CE31\_5893. Date available 07/25/2011. Printed 11/03/2017.

LIBER 5719 FOLD 451

**State of Maryland Land Instrument Intake Sheet**  
 Baltimore City  County WORCESTER  
*Information provided is for the use of the Clerk's Office, State Department of Assessments and Taxation, and County Finance Office Only.*  
 (Type or Print in Block Ink Only—All Copies Must Be Legible)

Form Required for Clerk/County Recording Station

<b>1</b>	Type(s) of Instruments	( ) Check Box if addendum Intake Form is Attached. <input checked="" type="checkbox"/> Deed <input type="checkbox"/> Mortgage <input type="checkbox"/> Other <input type="checkbox"/> Other							
<b>2</b>	Conveyance Type Check Box	<input type="checkbox"/> Improved Sale Arms-Length (1) <input type="checkbox"/> Unimproved Sale Arms-Length (2) <input type="checkbox"/> Multiple Accounts Arms-Length (3) <input checked="" type="checkbox"/> Not an Arms-Length Sale (4)							
<b>3</b>	Tax Exemptions (if applicable) Cite or Explain Authority	Recordation EXEMPT State Transfer EXEMPT County Transfer EXEMPT							
<b>4</b>	Consideration and Tax Calculations	Consideration Amount		Finance Office Use Only Transfer and Recordation Tax Consideration					
		Purchase Price/Consideration	\$ 0.00	Transfer Tax Consideration	\$				
		Any New Mortgage	\$	X ( ) %	=	\$			
		Balance of Existing Mortgage	\$	Less Exemption Amount	=	\$			
		Other	\$	Total Transfer Tax	=	\$			
		Other	\$	Recordation Tax Consideration	=	\$			
<b>5</b>	Fees	Amount of Fees	Dec. 1	Dec. 2	Agent				
		Recording Charge	\$ 0.00	\$					
		Surcharge	\$	\$	Tax Bill				
		State Recordation Tax	\$	\$					
		State Transfer Tax	\$	\$	C.B. Credit				
		County Transfer Tax	\$	\$					
		Other	\$	\$	Ag. Tax/Other				
		Other	\$	\$					
<b>6</b>	Description of Property SDAT requires submission of all applicable information. A maximum of 40 characters will be indexed in accordance with the priority cited in Real Property Article Section 3-104(g)(3)(i)	District	Property Tax ID No. (1)	Greater 12bit/Polis	Map	Parcel No.	Var. LOC		
		02R1	0002118 & 0045237	2909/284, 4879/229	63, 84	2, 374		(3)	
		Subdivision Name		Lot (2a)	Block (2b)	Sec/AR (2c)	Plot Ref.	Sq Ft/Acreage (4)	
		Location/Address of Property Being Conveyed (2)							
		3293 SNOW HILL RD. SNOW HILL, MD 21851 & NEWTOWNE SQUARE, POCOMOKE CITY, MD 21801							
		Other Property Identifiers (if applicable)							
		Water Meter Account No.							
		Residential or Non-Residential? For Single or Ground Rent Amount:							
		Partial Conveyance? Yes/No Description/Area of Sq Ft/Acreage Transferred							
		If Partial Conveyance List Improvements Conveyed							
<b>7</b>	Transferred From	Dec. 1 - Grantor(s) Name(s)			Dec. 2 - Grantor(s) Name(s)				
		COUNTY COMMISSIONERS OF WORCESTER COUNTY, MD			COUNTY COMMISSIONERS OF WORCESTER COUNTY, MD				
<b>8</b>	Transferred To	Dec. 1 - Owner(s) of Record, if Different from Grantor(s)			Dec. 2 - Owner(s) of Record, if Different from Grantor(s)				
		WORCESTER COUNTY LIQUOR CONTROL BOARD			WORCESTER COUNTY LIQUOR CONTROL BOARD				
<b>9</b>	Other Names to Be Indexed	Dec. 1 - Additional Names to be Indexed (Optional)			Dec. 2 - Additional Names to be Indexed (Optional)				
<b>10</b>	Contact/Mail Information	Instrument Submitted By or Contact Person					<input checked="" type="checkbox"/> Return to Contact Person		
		Name: JOHN E. BLOXOM, COUNTY ATTORNEY					<input type="checkbox"/> Hold for Pickup		
		Firm: WORCESTER COUNTY, MD					<input type="checkbox"/> Return Address Provided		
		Address: ONE W. MARKET ST., ROOM 1103 SNOW HILL, MD 21803 Phone: (410) 632-1106							
<b>11</b>	Assessment Information	IMPORTANT: BOTH THE ORIGINAL DEED AND A PHOTOCOPY MUST ACCOMPANY EACH TRANSFER							
		Yes/No Will the property being conveyed be the grantor's principal residence? Yes/No Does transfer include personal property? If yes, identify							
		Yes/No Was property surveyed? If yes, attach copy of survey (if recorded, no copy required)							
		Assessment Use Only - Do Not Write Below This Line							
		Transfer Number		Date Received		Whole Part		Transfer Process Verification Assigned Property No.	
Year	20	20	Geo. Zoning	Map	Sub	Block			
Land			Use	Parcel	Plot	Lot			
Buildings			Town Cd	Ex. Bl	Ex. Cd	Occ. Cd			
REMARKS									

WORCESTER COUNTY CIRCUIT COURT (Land Records) SVH 5719, p. 0451, MSA, CE 31, 5693 Date available 07/25/2011. Printed 11/03/2017.

Space Reserved for County Validation

Distribution: Whole - Clerk's Office, Part - Office of Finance, Copy - SDAT, Settlement - Appraiser, ABC-CC-330 (2/2017)

U.S. DEPARTMENT OF HOMELAND SECURITY  
Federal Emergency Management Agency  
National Flood Insurance Program

OMB No. 1880-0008  
Expiration Date: November 30, 2018

**ELEVATION CERTIFICATE**

Important: Follow the instructions on pages 1-9.

Copy all pages of this Elevation Certificate and all attachments for (1) community official, (2) insurance agent/company, and (3) building owner.

SECTION A - PROPERTY INFORMATION						FOR INSURANCE COMPANY USE
A1. Building Owner's Name COUNTY COMMISSIONERS OF WORCESTER COUNTY					Policy Number:	
A2. Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No. 5363 SNOW HILL ROAD					Company NAIC Number:	
City SNOW HILL		State Maryland		ZIP Code 21863		
A3. Property Description (Lot and Block Numbers, Tax Parcel Number, Legal Description, etc.) TAX MAP 63, PARCEL 2						
A4. Building Use (e.g., Residential, Non-Residential, Addition, Accessory, etc.) <u>NON-RESIDENTIAL</u>						
A5. Latitude/Longitude: Lat. <u>38.1825 N</u> Long. <u>075.3980 W</u> Horizontal Datum: <input type="checkbox"/> NAD 1927 <input checked="" type="checkbox"/> NAD 1983						
A6. Attach at least 2 photographs of the building if the Certificate is being used to obtain flood insurance.						
A7. Building Diagram Number <u>1A</u>						
A8. For a building with a crawlspace or enclosure(s):						
a) Square footage of crawlspace or enclosure(s) <u>0</u> sq ft						
b) Number of permanent flood openings in the crawlspace or enclosure(s) within 1.0 foot above adjacent grade <u>0</u>						
c) Total net area of flood openings in A8.b <u>0</u> sq in						
d) Engineered flood openings? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No						
A9. For a building with an attached garage:						
a) Square footage of attached garage <u>0</u> sq ft						
b) Number of permanent flood openings in the attached garage within 1.0 foot above adjacent grade <u>0</u>						
c) Total net area of flood openings in A9.b <u>0</u> sq in						
d) Engineered flood openings? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No						
SECTION B - FLOOD INSURANCE RATE MAP (FIRM) INFORMATION						
B1. NFIP Community Name & Community Number WORCESTER COUNTY 240083			B2. County Name WORCESTER		B3. State Maryland	
B4. Map/Panel Number 24047C0242	B5. Suffix H	B6. FIRM Index Date 07/16/2015	B7. FIRM Panel Effective/ Revised Date 07/16/2015	B8. Flood Zone(s) AE	B9. Base Flood Elevation(s) (Zone AO, use Base Flood Depth) 7.4'	
B10. Indicate the source of the Base Flood Elevation (BFE) data or base flood depth entered in Item B9: <input type="checkbox"/> FIS Profile <input checked="" type="checkbox"/> FIRM <input type="checkbox"/> Community Determined <input type="checkbox"/> Other/Source: _____						
B11. Indicate elevation datum used for BFE in Item B9: <input type="checkbox"/> NGVD 1929 <input checked="" type="checkbox"/> NAVD 1988 <input type="checkbox"/> Other/Source: _____						
B12. Is the building located in a Coastal Barrier Resources System (CBRS) area or Otherwise Protected Area (OPA)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Designation Date: _____ <input type="checkbox"/> CBRS <input type="checkbox"/> OPA						

**ELEVATION CERTIFICATE**

OMB No. 1680-0008  
Expiration Date: November 30, 2018

<b>IMPORTANT: In these spaces, copy the corresponding information from Section A.</b>			<b>FOR INSURANCE COMPANY USE</b> Policy Number:
Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No. 5363 SNOW HILL ROAD			
City SNOW HILL	State Maryland	ZIP Code 21863	Company NAIC Number

**SECTION C - BUILDING ELEVATION INFORMATION (SURVEY REQUIRED)**

C1. Building elevations are based on:  Construction Drawings\*  Building Under Construction\*  Finished Construction  
\*A new Elevation Certificate will be required when construction of the building is complete.

C2. Elevations - Zones A1-A30, AE, AH, A (with BFE), VE, V1-V30, V (with BFE), AR, AR/A, AR/AE, AR/A1-A30, AR/AH, AR/AO. Complete items C2.a-h below according to the building diagram specified in item A7. In Puerto Rico only, enter meters.  
Benchmark Utilized: WIN AZ MK 2 Vertical Datum: NAVD 1988

Indicate elevation datum used for the elevations in items a) through h) below.

NGVD 1929  NAVD 1988  Other/Source: \_\_\_\_\_

Datum used for building elevations must be the same as that used for the BFE.

- |  |            |  |
|--|------------|--|
|  |            | Check the measurement used.  |
| a) Top of bottom floor (including basement, crawlspace, or enclosure floor)  | <u>5.2</u> | <input checked="" type="checkbox"/> feet <input type="checkbox"/> meters |
| b) Top of the next higher floor  | <u>N/A</u> | <input checked="" type="checkbox"/> feet <input type="checkbox"/> meters |
| c) Bottom of the lowest horizontal structural member (V Zones only)  | <u>N/A</u> | <input checked="" type="checkbox"/> feet <input type="checkbox"/> meters |
| d) Attached garage (top of slab)   | <u>N/A</u> | <input checked="" type="checkbox"/> feet <input type="checkbox"/> meters |
| e) Lowest elevation of machinery or equipment servicing the building (Describe type of equipment and location in Comments) | <u>5.8</u> | <input checked="" type="checkbox"/> feet <input type="checkbox"/> meters |
| f) Lowest adjacent (finished) grade next to building (LAG)   | <u>4.9</u> | <input checked="" type="checkbox"/> feet <input type="checkbox"/> meters |
| g) Highest adjacent (finished) grade next to building (HAG)  | <u>5.5</u> | <input checked="" type="checkbox"/> feet <input type="checkbox"/> meters |
| h) Lowest adjacent grade at lowest elevation of deck or stairs, including structural support                               | <u>4.6</u> | <input checked="" type="checkbox"/> feet <input type="checkbox"/> meters |

**SECTION D - SURVEYOR, ENGINEER, OR ARCHITECT CERTIFICATION**

This certification is to be signed and sealed by a land surveyor, engineer, or architect authorized by law to certify elevation information. I certify that the information on this Certificate represents my best efforts to interpret the data available. I understand that any false statement may be punishable by fine or imprisonment under 18 U.S. Code, Section 1001.

Were latitude and longitude in Section A provided by a licensed land surveyor?  Yes  No  Check here if attachments.

Certifier's Name GREGORY P. WILKINS		License Number 21523
Title PRESIDENT		
Company Name GREGORY P. WILKINS SURVEYOR, INC.		
Address 12626 OLD BRIDGE ROAD		
City OCEAN CITY	State Maryland	ZIP Code 21842
Signature <i>Gregory P. Wilkins</i>	Date 10/25/2017	Telephone (410) 213-0222



Copy all pages of this Elevation Certificate and all attachments for (1) community official, (2) insurance agent/company, and (3) building owner.

Comments (Including type of equipment and location, per C2(e), if applicable)  
1. THIS CERTIFICATE IS FOR A COMMERCIAL BUILDING THAT IS COMPRISED OF 12,713 SQ. FT. OF OFFICE AND 35,228 SQ. FT. OF STORAGE/WAREHOUSE FACILITIES. 2. HVAC EL. (3) = 5.8' NAVD

# National Flood Hazard Layer FIRMette



38°11'10.77"N  
76°24'13.05"W



## Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

SPECIAL FLOOD HAZARD AREAS		Without Base Flood Elevation (BFE) Zone A, V, AOP
		With BFE or Depth
		Regulatory Floodway Zone AE, AD, AH, VE, X

OTHER AREAS OF FLOOD HAZARD		0.2% Annual Chance Flood Hazard, Area of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone -
		Future Conditions 1% Annual Chance Flood Hazard Zone X
		Area with Reduced Flood Risk due to Levee. See Notes. Zone X
		Area with Flood Risk due to Levee Zone D

OTHER AREAS		Area of Minimal Flood Hazard Zone X
		Effective LOMRs
GENERAL STRUCTURES		Channel, Culvert, or Storm Sewer
		Levee, Dike, or Floodwall

OTHER AREAS		Area of Undetermined Flood Hazard Zone
-------------	--	--

GENERAL STRUCTURES		Cross Sections with 1% Annual Chance Water Surface Elevation
		Coastal Transect
		Base Flood Elevation Line (BFE)
		Limit of Study
		Jurisdiction Boundary
		Coastal Transect Baseline
OTHER FEATURES		Profile Baseline
		Hydrographic Feature

MAP PANELS		Digital Data Available
		No Digital Data Available
		Unmapped

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The base map shown complies with FEMA's base map accuracy standards.

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 4/13/2018 at 2:19:12 PM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: base map imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.

80 Lefort Appraisal & Consulting, Inc.

Worcester Liquor Control Warehouse (218c0107)



DEPARTMENT OF  
DEVELOPMENT REVIEW AND PERMITTING

**Worcester County**

GOVERNMENT CENTER  
ONE WEST MARKET STREET, ROOM 1201  
SNOW HILL, MARYLAND 21883  
TEL: 410-632-1200 / FAX: 410-632-3008  
www.co.worcester.md.us/drpd/index.htm

ZONING DIVISION  
BUILDING DIVISION  
DATA RESEARCH DIVISION

ADMINISTRATIVE DIVISION  
CUSTOMER SERVICE DIVISION  
TECHNICAL SERVICE DIVISION

MEMORANDUM

TO: W. Kelly Shannahan, Assistant Chief Administrative Officer  
FROM: Edward A. Tudor, Director  
DATE: August 25, 2017  
RE: General Conditions Survey - Liquor Control Building

Pursuant to your request and with the extensive support of Bill Bradshaw and Ken Whited, I have prepared this general assessment of the Liquor Control Building. We have all visited the building several times during this assessment and have reviewed the various reports and documents we have on this building.

I understand the goal of this assessment is to provide information that will be used to determine the feasibility of using this building for both conditioned and non-conditioned storage space for various County departments and to potentially use the current office space in the building for the Board of Elections. I also understand that you would like a general idea of the amount of any needed repairs to the facility in both the short and long terms. This report excludes routine building maintenance costs.

The following information is provided in order to frame the discussion to follow. The building is approximately 57 years old and was first used as a canning factory. It was later sold and subsequently operated as a farm implement dealership. The building is comprised of approximately 8,750 square feet of conditioned space, approximately 38,500 square feet of unconditioned warehouse space, and 19,500 square feet of covered outdoor storage space. A total of three loading docks service the building, comprised of two covered docks in the fenced-in area on the east side of the building and one elevated dock on the west side of the building which is in poor repair. An automatic fire protection system is not provided within the building. An aging security and fire alarm system is present but is marginally operational and obsolete (must be replaced upon failure). Water and sewer systems are both private and located on the property. Both systems appear to be in working order.

*Citizens and Government Working Together*



### GENERAL BUILDING CONDITIONS

From a regulatory perspective, the building is located in an AE Flood Zone with a base flood elevation requirement of 7.3 feet. Based upon spot elevation data in our GIS system, existing ground elevations adjacent to the building range from 4.7 to 5.37 feet. Since the building is constructed with a slab on grade, it can be safely assumed that the building floor elevations are below the minimum based flood elevation. This is an important fact in that the cost of any improvements to the building that exceed fifty percent of the building's value (land value is not included) prior to the work constitutes a substantial improvement which then requires that the entire building be brought into conformance with the law. Only work required to correct violations of health, sanitary or safety code specifications can be excluded from this calculation. Current SDAT valuation for the building is listed at \$808,000.00. There is also an adjacent building which was originally a vehicle maintenance garage and is now occupied by a tenant operating a landscaping/lawn care business. Maintenance and general upkeep will be required in the future for this structure but it is not included in this report.

The other significant regulatory issue is the lack of an automatic fire suppression system. While it has been previously stated that no change of use of the building is contemplated, it bears repeating from prior discussions that should a change of use occur, in all likelihood a fire sprinkler system will need to be installed. Given the lack of public water availability and the size of the building, this will be a very significant cost.

The building also does not have Americans with Disabilities Act (ADA)-compliant facilities or proper egress illumination. This was identified in prior assessments to install a storefront operation in the building. As a government owned facility, accessible features and safety is of continued concern when or if the building is occupied. As a storage only facility, safety systems need to be reviewed and maintained.

### BUILDING EXTERIOR

With regard to the specific building elements you asked to be assessed, I will begin from the top down. Ken Whited contacted the roofing contractor that you referred to in your original e-mail. The contractor originally inspected the building only from the top side of the roof structure. After some discussion all three of us involved in this report felt it best to have him come back and also inspect the roof from the interior of the building. I have attached the report letter from Mr. Timo Rajala of Servicemax of Delmarva. I think you will find it self-explanatory. In summary, he states that the existing roof surface is in fair condition and ten to twenty years old. There appear to be several leaks in the roof that need repair. The report goes on to say that with monitoring and repairs, the roof life could be extended another five to ten years. Probably the most significant item, however, is the fact that the roof is made up of many layers and is showing some deflection from the significant weight of the roof. When it is necessary to replace the roof a total tear off will be necessary. Cost for this work would most likely run \$20 per square foot and could rise if damage is found to the structural elements of the roof after removal. The

approximate area of the roof surface is in excess of 68,500 square feet. This equates to \$1,370,000.00 for roof replacement in today's dollars. This estimate will most likely rise as time goes on.

The walls and siding on the building consist of several different combinations. The vast proportion of the building consists of concrete block walls which are covered on the exterior with metal siding. The largest expanse of this type is found on the west wall of the building. Generally speaking, the metal siding and block walls appear to be in relatively good repair. Evidence of leaks can be found in several areas but are generally attributable to unsealed penetrations in the walls, missing or defective trim and drainage issues on the exterior of the building which I will discuss in greater detail later in this report. The front area of the building closest to MD Route 12 has numerous windows and storefront glass is still in place from when the front of the building served as a showroom for the former Central Implement and housed their administrative offices. The siding and walls in this portion of the building appear to also be in generally good repair. The same drainage issues are present in this area. The walls in the area of the covered outdoor storage area are concrete block as well with no metal siding. They appear to be in generally good condition. The rear wall of the building consists solely of concrete block with no metal siding in place like the eastern side of the building under the covered storage. By far this area of the building is in the worst condition. There is a small addition on the back of the building that originally housed two small bathrooms which have been long abandoned. There is also a portion of a chimney in the middle of the wall. The wall was originally strengthened by several block buttresses spaced evenly across the wall. There is very obvious evidence of significant movement of the wall in this area. In several locations there is a significant gap between the buttress and the actual wall surface. The chimney has also moved away from the wall. It appears that the chimney was stabilized many years ago by means of a cable over corner braces on the chimney which then runs through the wall and is attached to the roof truss. Significant structural cracks are found in the wall as well. When viewed from the inside of the building, undulations in the wall surface plane are evident. Water damage is also evident in a number of mortar joints in the wall and leaks are prevalent at the roof/wall joint from missing fascia and damage from vegetation. Significant defects are also noted where the rear wall meets the covered loading area on the east side of the building. Prior repairs in this area have failed as well. The block walls in this area support the rearmost portion of the roof structure. The general consensus to fix these problems would be to temporarily support the roof structure from the inside, remove the entire block wall, permanently support the roof structure with structural steel columns under the roof point loads and then infill the balance of the wall with steel stud framing and metal siding. Without any engineering it is very difficult to estimate a cost for these repairs. If forced to provide an estimate for the work I think we would be in the range of \$150,000.00 or more.

Drainage issues are apparent around the perimeter of the building. In several areas, particularly in the front of the building, the metal wall panels are below grade. In many areas this is due to mulch heaped up against the building. In other areas the actual ground surface is higher than the siding. In places this is due to tree root growth and in others just poor surface grading.

This poor grading in combination with the vast amounts of water than drain from the roof in rain events may be contributing to water intrusion inside the building at the base of the walls. This will eventually lead to deterioration of the metal siding if left unattended. In some areas this situation will be very difficult to address because of the lack of fall in the ground elevation around the building. Repairs to the numerous downspouts around the building will help as well. This work could most likely be accomplished through normal building grounds and maintenance work. In some areas improvements may be impossible to achieve. Although not a drainage issue per se, we also identified a previously unknown septic tank which has long been out of use on the rear of the building. Apparently it was installed to serve the two bathrooms that were added to the back of the building and described above. This tank will need to be permanently filled and abandoned. No substantive costs are involved in this task.

#### BUILDING INTERIOR

Turning to the interior of the building, I will first discuss what we refer to as the front of the building, this being all of the area on the north side of the building from the warehouse space in the rear to MD Route 12. As you know, this area of the building houses a number of small offices, bathrooms, storefront, tool rooms, storage areas, lobby area, and break room. Portions of this area are conditioned space while others are not. In 2012 we received the attached report from Joseph M. Zimmer, Inc. On the conditioned portion of the front of the building. This report identified the deficiencies and made four general recommendations. They consisted of relocating the two existing systems to a small area, removing and replacing all of the duct work, adding additional equipment and zones, and incorporating outside air for air quality. Essentially nothing has changed equipment-wise from the date of this report. It assumed that all of the office space and other conditioned areas would be used in the form and function that they existed at the time. No cost estimates were provided or requested with this report. Depending upon what is ultimately decided with regard to the use of this space, this report may or may not still be valid. If there is an intention to locate personnel in the office space and somehow use the remainder of the space for conditioned storage for other departments, decisions will need to be made on just how the various departments' areas will be demarcated and secured. If personnel are placed in the building it would be best to make all necessary corrections and upgrades prior to them moving in. Given the inefficiencies in the system and complaints from past occupants of the building, these upgrades are probably a must-do. Replacing the system with one that meets today's ventilation requirements and performs efficiently to the satisfaction of the occupants will most likely run in the neighborhood \$350,000.00. If it is determined that the goal is to simply provide secure conditioned space for the various departments' long term storage, an entirely different approach may be in order. Certainly the existing rooms could be allocated to the various departments and only efficiency related repairs like replacing missing insulation and replacing broken or leaking duct work could be done at a lesser cost. Problems will continue with the system, however, due to the fact that it is undersized and poorly distributed. Costs for this work would be minimal in terms of the overall building and could be spread over time more as a programmed maintenance effort. If it is the intent to provide only a conditioned storage space and no office use in the

future, a much more radical approach may be in order. To accomplish this goal it may be best to simply demo a large portion of the front building interior and office area to provide for a large central storage area. Steel shelving racks could be moved from the rear of the building and reassembled in the new area. Individual racks or groups of racks could be wrapped in fencing type material to provide for lockable storage cages for each department depending upon their individual needs. Insulation would need to be provided at the roof deck and exposed duct work connected to roof top units could be used to condition the space much like you see in any number of big box stores. Costs for this work and equipment would depend on the amount of demolition area and the amount of work that could be done in house. New climate control equipment for conditioned storage only would cost in the range of \$250,000.00 to \$313,000.00 for this type of system. Costs for interior finish work will vary widely depending upon the amount of office space if personnel are placed in the building. A new security system will also be required for not only this portion but for the entire building.

The remainder or rear portion of the building consists entirely of unconditioned space. With the exception of extensive steel pallet storage racks and other processing equipment, there is nothing else in this portion of the building. Water intrusion into this portion of the building was noted after the recent heavy rains. Most of the water was found in the far rear westerly side of the building. It was difficult to tell if the intrusion was solely through the roof or if a portion of the water came in at the based of the wall as a result of the poor drainage noted previously. A strong musty smell was evident in this area as a result of the leaks. Depending upon what may be stored in this area fresh air ventilation could be added to reduce the odor problem. I expect costs for this to be minimal.

The last area for consideration is the covered outdoor storage area on the east side of the building. Under this roof are two depressed loading docks which serve the rear of the building. The biggest issue with this area is in regard to the underside of the steel roof structure. Currently the paint is peeling and some rusting is evident. Preliminary testing of the paint material indicates the presence of lead paint. This should be addressed so as not to spread any lead contamination.

In summary, the building can probably be categorized as being in generally fair condition for its age and last principal use. It is much larger than necessary for our current storage needs but could be valuable if those needs were to expand in the future. The building does come with certain important limiting factors. Probably the most significant issue is with regard to the floodplain regulations. Since the building is in the floodplain and assumed floor elevations are well below base flood elevation, we know the building is noncompliant and would have to be brought into compliance if the cumulative cost of any improvements exceeds 50 percent of the building's value which today is listed as \$808,000.00. Another limiting factor is the lack of public water and sewer should we ever wish to expand or change the use of the building. Most any change in use would trigger the need for an automatic sprinkler system which without public water may very well be cost prohibitive.

We have attempted to assign costs for the needed improvements without formal outside bids. This is very difficult, however, due to the sheer size of the building. Costs can escalate wildly when dealing with a structure of this size. Based upon all of the above information, our best guess with respect to building repairs and improvements are as follows:

Short term (this year) - Depends heavily on possible use of office space for the Board of Elections:

Engineering for repair to back wall of building	\$40,000.00
Grading and drainage repairs around building exterior, abandonment of old septic tank and seal leaking penetrations	\$30,000.00
Scoping and engineering for HVAC repairs depending upon office space use	\$15,000.00
<b>TOTAL</b>	<b>\$85,000.00</b>

Mid term (next 5 years)

Complete repairs to back wall of building	\$140,000.00
Replace alarm system	\$40,000.00
Upgrade/replace HVAC system	\$250,000.00 to \$350,000.00
Address the lead paint on the underside of the covered exterior storage area	\$50,000.00
Restroom repairs and accessibility	\$30,000.00
<b>TOTAL</b>	<b>\$510,000.00 to \$610,000.00</b>

Long term (5 to 10 years)

Replace roof	\$1,370,000.00
Paint exterior	\$75,000.00
<b>TOTAL</b>	<b>\$1,445,000.00</b>

As stated earlier, only work required to correct violations of the health, sanitary or safety code specifications can be excluded from the floodplain substantial improvement calculation. The only cost contained here that MAY qualify to be excluded would be the repairs to the back wall.

If you need any additional information in the interim, please do not hesitate to ask.

**Attachments**

**cc: Bill Bradshaw, County Engineer**  
**Ken Whited, Maintenance Superintendent**  
**John Tustin, Public Works Director**



August 18, 2017

Worcester County DPW  
6113 Timmons Road  
Snow Hill, MD 21863  
Attn: Ken Whited

RE: Worcester County Liquor Control Building

Dear Ken,

Thank you for asking Servicemax of Delmarva to inspect the roof at your facility. Our findings and recommendations are as follows:

The roofs at Worcester County Liquor Control Building are PVC over BUR membrane over insulation or plywood. The PVC membrane and the BUR are several years old, visual appearance would indicate 10 to 20 years. The general condition of the PVC overlay is fair. There are very few visible issues with the PVC membrane at this time. The seams are tight and the membrane is flexible and shows no major deterioration.

There are two roof sections on the building the lower front nearest RT 12 and the rear upper roof.

The front lower roof consists of a combination of planks and plywood decking, presumably 3/4" over wood framing. There is then an asphalt base sheet over the plywood followed by three piles of fiberglass felt set in hot asphalt.

The upper rear roof consists of insulation mechanically attached to the original metal roof deck. The roof deck is Type A narrow rib roof deck of an unknown gauge. The purlin spacing is around 8' which is around the maximum for even 18-gauge decking. This is then followed by a four-ply built up roof with a subsequent two ply roof over that.

Both roof sections have a single ply mechanically attached PVC overlay installed over the original BUR roofs.

During a second inspection of the interior of the building several leaks were discovered. Most appear to be on the north end of the large rear section. Several smaller potential leaks were also noted in other locations of the building. Due to the many layers of roof membrane on this building visual inspection of roof damage to find leaks is difficult. It is suggested an infrared

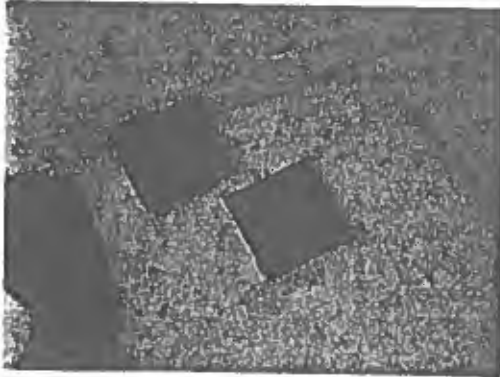
Page 1 of 3  
300 Trotter St. STE 1, Salisbury, MD 21804  
www.svcmax.com

Worcester County Liquor Control Rev. 8-18-2017  
Phone 443-736-7220 Mail PO Box 3556, Salisbury, MD 21802  
email info@svcmax.com

scan of the roof be done to determine potential trapped water followed by core samples to verify the presence of moisture.

Looking forward, should leak issues persist and membrane deterioration become issues, the roof should be replaced in its entirety. There is a considerable amount of weight on the original structure that is causing some deflection of the roof deck. Estimates of the roof composition currently are as follows:

**Lower roof from the top surface:**



45 mil PVC Membrane	.23 LB. SF
3 ply BUR with Base sheet and Asphalt	1.28 LBS SF
Total over the wood deck	1.51 LBS SF

**Upper roof from the top surface:**



45 mil PVC Membrane	.23 LB. SF
2 ply BUR with Base sheet and Asphalt	.89 LB. SF

Page 2 of 3  
309 Trott St. STE 1, Salisbury, MD 21804  
www.svcma.com

Phone 443-736-7229

Worcester County Liquor Control Rev. 8-18-2017  
Mail: PO Box 355B, Salisbury, MD 21802  
email: info@svcma.com



<b>4 ply BUR with Base sheet and Asphalt</b>	<b>1.53 LBS SF</b>
<b>2" Fiberglass insulation</b>	<b>.40 LB. SF</b>
<b>Total over original metal roof deck</b>	<b>3.05 LBS SF</b>

The roof system as it currently is, appears to be serviceable with some inspection and repairs for 5 to 10 more years. It is unknown whether the combined weight of the additional roof systems should be of concern unless structural analysis is done.

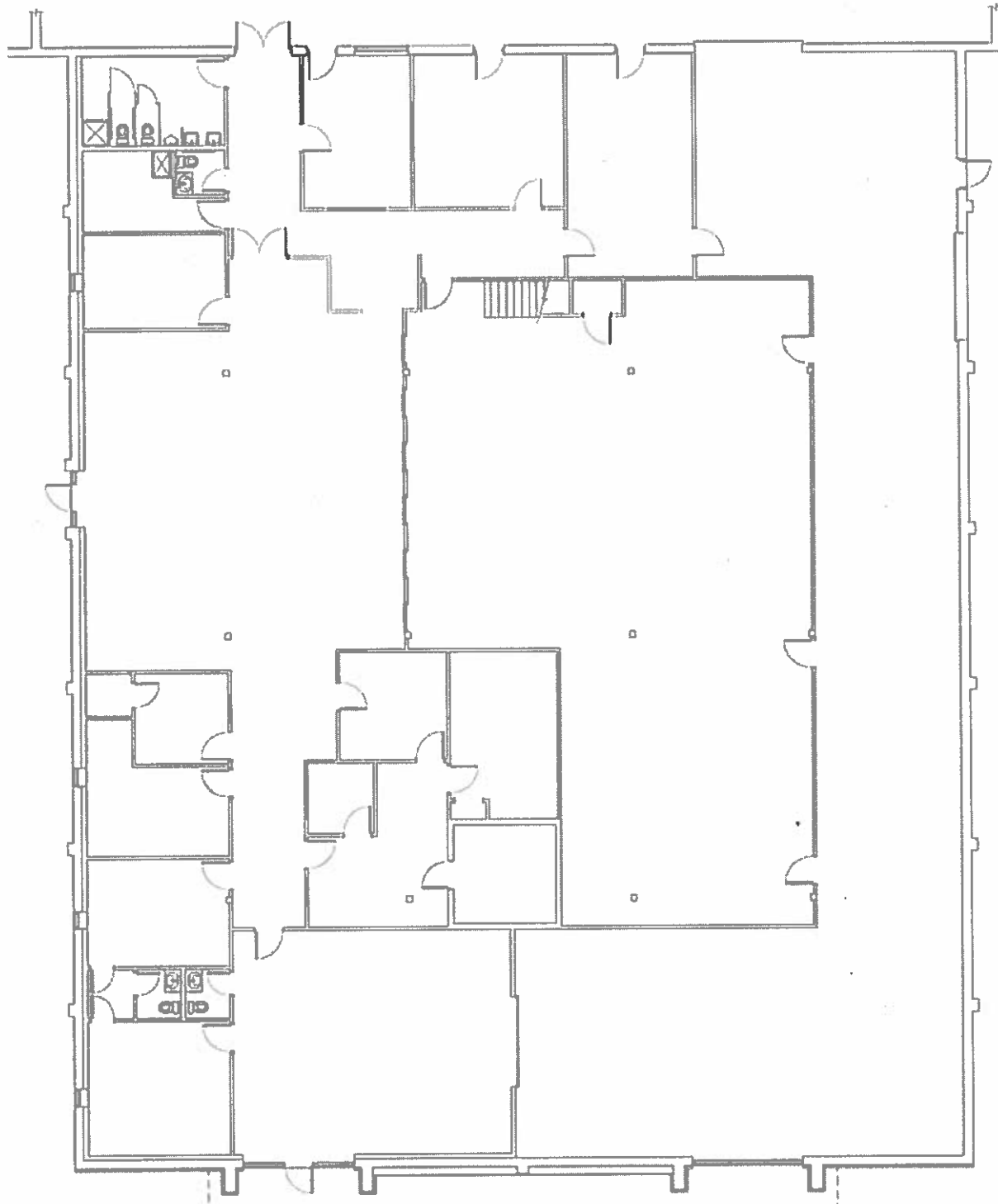
Please feel free to contact me if you have any further questions.

Sincerely,

**Timo Rajala**  
**Managing Member**  
**Servicemax of Delmarva LLC**

# ITEM 13

Worcester Liquor Control Warehouse (218c0107)



EXISTING CONDITIONS FLOOR PLAN  
SCALE 1/8" = 1'-0"

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



**REQUEST FOR PROPOSAL**

<b>PROJECT:</b>	<b>Sale of Surplus Property – Economic Development Building</b>
<b>DEPARTMENT:</b>	_____

**VENDOR:**

<b>NAME:</b>	_____
<b>ADDRESS:</b>	_____ _____

**PROPOSAL OPENING:**

<b>DATE:</b>	<b>Wednesday, March 8, 2023</b>
<b>TIME:</b>	<b>2:00 PM</b>

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**ATTACHMENTS:**

**WORCESTER COUNTY'S STANDARD TERMS AND CONDITIONS**

**STRUCTURAL CONDITION ASSESSMENT DATED April 2018**

## **SECTION 1: PROJECT OVERVIEW**

### 1.1 General Intent

- a. Worcester County, Maryland (“County”) has declared surplus and now offers for sale the following described real property (“Property”), 100 Pearl Street, Snow Hill, Maryland 21863.
- b. All Development Proposals submitted must conform to the Proposal Requirements listed in Section 2.
- c. Entities that submit a proposal for award of this contract are referred to as “proposers” in this document. The firm or individual that is awarded the contract is herein referred to as the “Firm” or “Developer”. The words Bidder, Offeror, Consultant, Proposer, Developer and Contractor may be used interchangeably.

### 1.2 Background Information – Worcester County

- a. Worcester County, Maryland, founded in 1742, was created by the division of Somerset County (pop. 52,460, per v2020 estimates [www.census.gov](http://www.census.gov)).
- b. Stretching from Southern Delaware to Virginia’s Eastern Shore, Worcester is the heart of the Delmarva region and the only Maryland county bordering the Atlantic. Located less than three hours from Baltimore, Washington DC and Philadelphia, Ocean City – the county’s renowned resort – attracts more than 8 million visitors annually. Worcester is also federally designated SBA HUBZone, with three Enterprise Zones and two Arts & Entertainment districts. Worcester’s flagship manufacturing hub is the 175-acre Pocomoke Industrial Park.

### 1.3 Site Description and Zoning

- a. The subject property is a 3-story commercial structure comprised of wood framed roof and floors supported on unreinforced brick masonry walls, foundations and steel/iron columns. The property consists of a 1,518 +/- square foot site presently improved with a 4,554 +/- square foot building.
- b. The County makes no representations, guaranty, or warranty concerning any site conditions. The subject property is being offered in an “AS IS, WHERE IS” condition.

1.4 Summary of Parcel Data

<b>Name:</b>	<b>Economic Development Building</b>
<b>Tax I.D.'s:</b>	Map 0200, Grid 0009, Parcel 0069 (ID #02-016702)
<b>Ownership:</b>	County Commissioners of Worcester County
<b>Location:</b>	Northeast side of Pearl Street
<b>Current Use:</b>	Previously the County's Economic Development Building, the property is currently vacant.
<b>Zoning:</b>	B-1 Downtown Shopping District, CR Community Redevelopment Overlay District, Historic District (see Snow Hill's Zoning Map, <a href="http://www.snowhillmd.gov/snow-hill-zoning-map.html">http://www.snowhillmd.gov/snow-hill-zoning-map.html</a> , for more information)
<b>Gross Square Feet:</b>	1,518 +/-
<b>Appraised Value:</b>	An appraisal has not been completed
<b>Tax Assessment Value:</b>	\$269,300 (as of Phase-In Assessment 01/01/2023)
<b>Special considerations:</b>	N/A

1.5 Development Objectives

- a. The County is interested in receiving proposals that would lead to economic development that would benefit the County. Developers should strive to ensure that the completed use is coordinated and balanced and includes, but is not limited to:
  - i. Highly aesthetic, quality mixed-use project which is harmonious with the objectives of Worcester County;
  - ii. Increases property tax base and develops a lasting revenue stream;
  - iii. Foster intensity of development – efficient use of land, good density and promoting vibrancy;
  - iv. Restore and maintain environmental quality – reduce the amount of runoff pollution, increase the amount of green space, plant trees, utilization of sustainable materials and incorporation of water and energy efficient site design/construction;

**END OF SECTION**

## SECTION 2: PROPOSAL REQUIREMENTS

### 2.1 General Submittal Information

- a. Proposers, before submitting a proposal, will become fully informed as to the extent and character of the proposal document and are expected to completely familiarize themselves with the requirements of this solicitation and any and all specifications. Failure to do so will not relieve the Proposer of the responsibility to fully perform in accordance therewith. No consideration will be granted for alleged misunderstanding of the material to be furnished or the work to be performed, it being understood that the submission of a proposal is an agreement with all of the items and condition referred to herein.
- b. All offers and any other documents required as noted in this RFP and any addenda must be submitted to Nicholas Rice, Procurement Officer, 1 West Market Street, Room 1103, Snow Hill, MD 21863, by Wednesday, March 8, 2023 at 2:00 p.m. Under no circumstances will offers delivered after the date and time specified be considered. The County will not be responsible for any offer delayed in the postal or other delivery service nor any late offer, amendment, or request for withdrawal of offer, received after the RFP date. Offers received after the date and time for receipt will be returned unopened.
- c. All submitted documents should be prepared in a professional manner and must provide a clear and concise demonstration of the Proposer's capability to satisfy the requirements and objectives of this RFP.
- d. The County will not be limited solely to the information provided by the Proposer, but may utilize other sources of information useful in evaluating the capabilities of the Proposer. Special or unique capabilities or advantages of the Proposer should be clearly stated in the Developer's Development Proposal Document.
- e. All copies of the Proposal submittal and any other documents required to be submitted with the Proposal will be enclosed in a sealed envelope. The envelope will be identified with the project name and the Proposer's name and address. If the proposal is sent by mail, the sealed envelope will be enclosed in a separate mailing envelope with the notation "**SEALED PROPOSAL ENCLOSED**" on the face thereof.
- f. Proposers or their authorized agents are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting proposals; failure to do so will be at the Proposer's own risk.
- g. Proposals will be valid for a minimum of 180 days from the date of proposal opening.



## 2.2 RFP-specific Submission Requirements

Each submission of proposal documents will be required to provide the following exhibits or materials as part of the proposal package. In order to issue a uniform review process and to obtain the maximum degree of comparability, it is required that the submittal be organized in the manner specified, tabbed, and with a table of contents.

- a. Title Page: Show the name of the development firm, address, telephone number, name of contact person, date, and the subject: **“Sale of Surplus Property – Economic Development Building”**.
- b. Table of Contents: Include a clear identification of the material by section and by page number.
- c. Comprehensive Plan for use of the Site: This should include, but not limited to:
  - Plans for renovation or demolition;
  - Use planned when demolition has been completed;
  - Anticipated neighborhood impact. If applicable address:
    - Traffic
    - Parking
    - Pedestrian traffic
    - Noise
    - Construction
  - Discuss how your proposed use is compatible with the surrounding neighborhood.
  - Anticipated date of project / redevelopment completion.
- d. Letter of Interest: Brief history of firm, a statement of the respondent’s interest in the proposed property, and describe the firm’s strengths that enhance their ability to purchase the properties and carry out any proposed improvements to the properties.
- e. Financial Capacity to Complete Proposed Improvements: In order for proposals to be considered, Proposers must submit with their proposal, a letter from a lending institution evidencing the Proposer possesses the ability to obtain the necessary funds to purchase this property. Evidence will include all information necessary to certify that the Proposer: maintains a permanent place of business; has available the organization and qualified manpower to do the proposed improvements; has adequate financial status to meet the financial obligations incidental to the proposed improvements; has not had just or proper claims pending against him or his company. **Failure to submit this letter with your proposal may result in rejection of your proposal.**

- f. Additional Background: You are invited to include a maximum of five pages of information not included above which you feel may be useful and applicable to this project.
- g. County Forms: Submit the following completed forms provided in the RFP (found in Sections 5, 6, 7 & 8):
  - i. Section 5: Form of Proposal
  - ii. Section 6: Developer's Affidavit of Qualification to Proposal
  - iii. Section 7: Ownership Disclosure Form
  - iv. Section 8: Non-Collusive Affidavit

## 2.3 Completion of Proposal Documents

- a. Use only forms supplied by the County.
- b. Submit one (1) original and three (3) copies of completed Proposal Documents. Each copy of the proposal will be bound in a single volume. All documents submitted with the proposal will be bound in that single volume. All blanks on the form will be filled in.
- c. Where so indicated by the make-up of the proposal form, sums will be expressed in both words and figures, and in the case of a discrepancy between the two, the amount written in words will govern. In event there is a discrepancy between the unit price and the extended totals, the unit prices will govern.
- d. Any interlineation, alteration, or erasure MUST be initialed by the signer of the Proposal.
- e. Each copy of the proposal will be signed by the person or persons legally authorized to bind the Proposer to a contract, using the legal name of the signer. A proposal submitted by an agent will have a current Power of Attorney attached certifying the agent's authority to bind the Proposer.
- f. Proposer will supply all information and submittals required by the documents to constitute a proper and responsible proposal.
- g. Any ambiguity in any proposal as a result of omission, error, lack of clarity or noncompliance by the Proposer with specifications, instructions, and/or all conditions of proposal will be construed in the light most favorable to the County.

## 2.4 Deposit

- a. The Successful Proposer, within fourteen (14) calendar days from the Notice of Award, will be required to provide a deposit in an amount not less than five percent (5%) of the base bid. Certified or cashier's checks are acceptable, made payable to the County.
- b. The deposit will be returned to the Successful Proposer upon execution of a Purchase and Sale Agreement or applied to the sale.

**END OF SECTION**

## **SECTION 3: EVALUATION AND SELECTION PROCESS**

### 3.1 Opening of Proposals

- a. Proposals received on time will be opened publicly and only participant's name will be read aloud for the record.
- b. The contract will be awarded or all proposals will be rejected within 180 days from the date of proposal opening.

### 3.2 Acceptance or Rejection of Proposals

- a. Unless otherwise specified, the contract will be awarded to the most **RESPONSIBLE** and **RESPONSIVE** Proposer complying with the provisions of the proposal documents, provided the proposal price is reasonable and it is in the best interest of the County to accept it. The County reserves the right to reject the proposal of any Proposer who has previously failed to perform properly in any way or complete on time contracts of a similar nature; or a proposal from a Proposer who, investigation shows, is not in a position to perform the contract; or a proposal from any person, firm, or corporation which is in arrears or in default to the County for any debt or contract.
- b. In determining a Proposer's **RESPONSIBILITY**, the County may consider the following qualifications, in addition to price:
  - i. Ability, capacity, and skill to provide the commodities or services required within the specified time, including future maintenance and service, and including current financial statement or other evidence of pecuniary resources and necessary facilities;
  - ii. Character, integrity, reputation, experience and efficiency;
  - iii. Quality of past performance on previous or existing contracts, including a list of current and past contracts and other evidence of performance ability;
  - iv. Previous and existing compliance with laws and ordinances relating to contracts with the County and to the Proposer's employment practices;
  - v. Evidence of adequate insurance to comply with contract terms and conditions;
  - vi. Statement of current work load and capacity;
  - vii. Explanation of methods to be used in fulfilling the contract.
- c. In determining a Proposer's **RESPONSIVENESS**, the County will consider whether the proposal conforms in all material respects to the proposal documents. The County reserves the right to waive any informalities or irregularities that may be in its best interest to do so. Additionally, failure to submit the proposal documents in the manners outlined above may result in the proposal document being rejected as unresponsive.

- d. The County will have the right to reject any and all proposals, where applicable to accept in whole or in part, to add or delete quantities, to reject a proposal not accompanied by required proposal security or other data required by the proposal documents, and to accept or reject any proposal which deviates from specifications when in the best interest of the County. Irrespective of any of the foregoing, the County will have the right to award the Contract in its own best interests.

**END OF SECTION**

## **SECTION 4: GENERAL INFORMATION**

### 4.1 Economy of Proposal

- a. Proposals should be prepared simply and economically, providing straightforward and concise description of the Proposers' capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content. Elaborate brochures and other representations beyond that sufficient to present a complete and effective proposal are neither required nor desired.

### 4.2 Proprietary Information or Trade Secrets

- a. The Proposer may invoke proprietary information or trade secret protection for submission of any data/material by (1) identifying the data/material in a written description, (2) clearly marking the data/material as proprietary, and (3) providing a written statement detailing the reasons why protection is necessary. The County reserves the right to ask for additional clarification prior to establishing protection.

### 4.3 Ownership of Materials

- a. Ownership of all material and documentation originated and prepared pursuant to the RFP will belong exclusively to the County and is subject to public inspection in accordance with the Freedom of Information Act. Trade secrets or proprietary information submitted by a Firm in connection with a procurement transaction will not be subject to disclosure under the Freedom of Information Act. However, the Firm must invoke the protections of this section prior to or upon submission of the data or other materials.

### 4.4 Audit

- a. The Firm agrees to retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited. The County, its authorized agents, and/or State auditors will have full access to and the right to examine any of said materials during said period.

### 4.5 Contract Award

- a. A Purchase and Sale Agreement will result from award of this RFP.
- b. Proposals and contracts issued by the County will bind the Firm to applicable conditions and requirements herein set forth, unless otherwise specified in the proposal documents, and are subject to all federal, state, and municipal laws, rules, regulations, and limitations. This contract will be construed and interpreted in accordance with the laws of the State of Maryland and all questions of performance hereunder will be determined in accordance with such laws.
- c. County personal property taxes must be on a current basis; if any such taxes are delinquent, they must be paid before award of contract. Failure to pay will result in the award of proposal to another firm.

- d. The County reserves the right to engage in individual discussions and interviews with those Proposers deemed fully qualified, responsible, suitable and professionally competent to provide the required services should the project size warrant it. Proposers will be encouraged to elaborate on their qualifications, performance data, and staff expertise. Proprietary information from competing Proposers will not be disclosed to the public or to competitors.

#### 4.6 Modification or Withdrawal of Proposal

- a. A proposal may not be modified, withdrawn or cancelled by the Proposer during the stipulated time period following the time and date designated for the receipt of proposals, and each Proposer so agrees in submitting a proposal.

#### 4.7 Collusion/Financial Benefit

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

#### 4.8 Indemnity

- a. The successful Firm agrees to indemnify, defend, and hold harmless the County and its officers, employees, and agents from any and all liability, loss, cost, damage, and expense (including reasonable attorney's fees and court costs) resulting from, arising out of, or incurred by reason of any claims, actions, or suits based upon or alleging bodily injury, including death, or property damage rising out of or resulting from the Firm's operations under this Contract, whether such operations be by himself or by any Subcontractor or by anyone directly or indirectly employed by either of them.
- b. Firm further agrees to furnish adequate protection against damage to all work and to repair damages of any kind, to the building or equipment, due to Firm's own work or to the work of other contractors for which he or his workers are responsible.

## 4.9 Contract Changes

- a. **NO CLAIMS** may be made by anyone that the scope of the project or that the Firm's services have been changed **UNLESS** such changes or adjustments have been made by an approved **WRITTEN AMENDMENT (Change Order)** to the Contract signed by the Chief Administrative Officer (and the County Commissioners, if required), prior to extra work being initiated. Changes performed without prior, approved, written authority will be considered as unauthorized and at the expense of the Firm. Payment will not be made by the County (Owner) for said changes not approved as aforementioned.
- b. **NO ORAL** conversations, agreements, discussions, or suggestions, which involve changes to the scope of the Contract, made by anyone including any County employee, will be honored or valid. No written agreements or changes to the scope of the Contract made by anyone other than the Chief Administrative Officer (with County Commissioners approval, if required) will be honored or valid.
- c. If any change ordered in the work results in a reduction in the work, the Firm will neither have, nor assert any claim for, nor be entitled to any additional compensation for damages or for loss of anticipated profits on work that is eliminated.
- d. No inspection, or any failure to inspect, at any time or place, will relieve the Firm from his obligation to perform all the work strictly in accordance with the requirements of the specifications. The Firm's Project Representatives are NOT authorized to revoke, alter, enlarge, relax, or release any requirement of these specifications, or to approve or accept any portion of the Contract, or to issue instruction contrary to the drawings and specifications of the Contract.

## 4.10 Addendum

- a. **No oral statements of any person will modify or otherwise affect or interpret** the meaning of the Contract specifications, or the terms, conditions, or other portions of the Contract. All modifications and every request for any interpretation must be addressed to the Procurement Officer, and to be given consideration, must be received at the above address at least ten (10) days prior to the date fixed for the opening of proposals.
- b. Any and all interpretations, corrections, revisions, and amendments will be issued by the Procurement Officer to all holders of proposal documents in the form of written addenda. Proposers are cautioned that any oral statements made by any Entity's employee that materially change any portion of the proposal documents will not be relied upon unless subsequently ratified by a formal written amendment to the proposal document. All addenda will be issued so as to be received at least five (5) days prior to the time set for receipt of proposals, and will become part of the Contract Documents and will be acknowledged in the proposal form. Failure of any

Proposer to receive any such addenda will not relieve said Proposer from any obligation under his Proposal as submitted.

- c. Proposers are cautioned to refrain from including in their proposal any substitutions which are not confirmed by written addenda. To find out whether the County intends to issue an amendment reflecting an oral statement made by any employee, contact Nicholas Rice, Procurement Officer, at 410-632-1194 during normal business hours.
- d. The Procurement Officer, reserves the right to postpone the proposal opening for any major changes occurring in the 5-day interim which would otherwise necessitate an Addendum.

**4.11 Cancellation of the Proposal Document/Rejection of All Proposals**

- a. The County may, at its sole discretion, cancel this Proposal Document, in whole or in part, or reject all Proposal Documents submitted when this action is determined to be in the best interest of the County.

**4.12 Evaluation Criteria**

- a. The following table shows evaluation criteria:

Maximum Possible Points	Criterion
50	The monetary value offered for the Property.
25	Use and redevelopment of Property as defined by the proposer in the proposal documents. Developer’s ability to meet or exceed the development timeline as defined in the solicitation document, including past experience on similar projects and the developer’s ability to meet or exceed deadlines.
20	Balance sheet provides evidence the entity’s liquidity is above industry standards and the Income Statement provides evidence of sustainable cash flows
5	Such other and further factors as the Committee may wish to consider.

Each Developers final score will be the sum of each criterion’s total points.

**END OF SECTION**



**SECTION 5: REQUIRED FORMS—FORM OF PROPOSAL**

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

To Whom It May Concern:

We hereby submit our proposal for County owned property, described as Prior Economic Development Building as indicated in the Proposal Documents.

Having carefully examined the Proposal Document and having received clarification on all items of conflict or upon which any doubt arose, the undersigned hereby requests consideration of our firm for award of the referenced contract.

Proposal Amount for **100 Pearl Street, Snow Hill, Maryland 21863.** \$ \_\_\_\_\_

\*The Successful Proposer, within fourteen (14) calendar days from the Notice of Award, will be required to provide a deposit in an amount not less than five percent (5%) of the base bid.

Firm Name: \_\_\_\_\_

Firm Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

\_\_\_\_\_ Telephone

\_\_\_\_\_ Fax

\_\_\_\_\_ Email

\_\_\_\_\_  
Signature

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

**SECTION 6: REQUIRED FORMS–DEVELOPER’S AFFIDAVIT OF QUALIFICATION TO PROPOSE (pg. 1 of 2)**

I hereby affirm that:

I, \_\_\_\_\_ am the \_\_\_\_\_  
(Printed Name) (Title) and

the duly authorized representative of the Developer of:

\_\_\_\_\_  
(Name of Firm) whose  
address is:

\_\_\_\_\_  
(Street)

\_\_\_\_\_  
(City/State/Zip)

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

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

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

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

I acknowledge that this affidavit is to be furnished to the County, I acknowledge that, if the representations set forth in this affidavit are not true and correct, the County may terminate any Contract awarded and take any other appropriate action. I further acknowledge that I am executing

this affidavit in compliance with section 16D of Article 78A of the Annotated Code of Maryland, which provides that certain persons who have been convicted of or have admitted to

bribery, attempted bribery or conspiracy to bribe may be disqualified, either by operation of law or after a hearing, from entering into contracts with the State or any of its agencies or subdivisions.

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

---

Signature

---

Printed Name

**SECTION 7: REQUIRED FORMS - OWNERSHIP DISCLOSURE FORM**

COMPANY NAME: \_\_\_\_\_

TYPE OF COMPANY (circle one):

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

\*Sole Proprietorship

\_\_\_\_\_

\*Partnership

\_\_\_\_\_

\*Corporation

FEIN#: \_\_\_\_\_

\*Limited Liability Corporation

**INSTRUCTIONS:** Provide below the names, offices held and any ownership interest of all officers of the firm. If additional space is necessary, provide on an attached sheet.

NAME	OFFICE HELD	OWNERSHIP INTEREST (Shares Owned or % of Partnership)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

**INSTRUCTIONS:** Provide below the names, offices held and ownership interest of all individuals not listed above, and any partnerships, corporations and any other owner having a 10% or greater interest in the firm named above. If a listed owner is a corporation or partnership, provide below the same information for the holders of 10% or more interest in that corporation or partnership. If additional space is necessary, provide that information on an attached sheet. **If there are no owners with 10% or more interest in your firm, enter "None" below.**

NAME	OFFICE HELD	OWNERSHIP INTEREST (Shares Owned or % of Partnership)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

**OWNERSHIP DISCLOSURE FORM – cont’d**

<b>COMPLETE ALL QUESTIONS BELOW</b>	<b>YES</b>	<b>NO</b>
1. Within the past five years, has another company or corporation had a 10% or greater interest in the firm identified above? (If yes, complete and attach a separate disclosure form reflecting previous ownership interests.)	_____	_____
2. Has any person or entity listed in this form or its attachments ever been arrested, charged, indicted or convicted in a criminal or disorderly persons matter within the State of Maryland, any other state or the U.S. Government? (If yes, attach a detailed explanation for each instance.)	_____	_____
3. Has any person or entity listed in this form or its attachments ever been suspended, debarred or otherwise declared ineligible by any agency of government from proposing or contracting to provide services, labor, material or supplies? (If yes, attach a detailed explanation for each instance.)	_____	_____
4. Are there now any criminal matters or debarment proceedings pending in which the firm and/or its officers and or managers are involved? (If yes, attach a detailed explanation for each instance.)	_____	_____
5. Has any federal, state or local license, permit or other similar authorization, necessary to perform the work applied for herein and held or applied for by any person or entity listed in this form, been suspended or revoked, or been the subject of any pending proceedings specifically seeking or litigating the issue of suspension or revocation? (If yes to any part of this question, attached a detailed explanation for each instance.)	_____	_____

**CERTIFICATION:** I, being duly authorized, hereby represent and state that the information supplied above, including all attached pages, is complete and correct to the best of my knowledge. I acknowledge that Worcester County is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with Worcester County to notify the County in writing of any changes to the answers or information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement with Worcester County and the County at its option, may declare any contract(s) resulting from this certification void and unenforceable.

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

**SIGNATURE:** \_\_\_\_\_

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

**WITNESS:** \_\_\_\_\_

**AFFIX CORPORATE SEAL HERE**

**SECTION 8: REQUIRED FORMS - NON-COLLUSIVE AFFIDAVIT**

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

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

\_\_\_\_\_  
Witness

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

\_\_\_\_\_  
Witness

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

\_\_\_\_\_  
Title

WORCESTER COUNTY MARYLAND  
STANDARD TERMS AND CONDITIONS

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

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

- b. Contractor is responsible for all applicable taxes on any compensation paid under the Contract. Contractor is not eligible for any federal Social Security, unemployment insurance, or workers' compensation benefits under the Contract.
- c. Contractor must immediately provide the County notice of any claim made against Contractor by any third party.

#### 11. Insurance Requirements.

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

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

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

- a. All documents prepared under the Contract must be available to the County upon request and will become the exclusive property of the County upon termination or completion of the services. The County may use the documents without restriction or without additional compensation to the Contractor. The County will be the owner of the documents for the purposes of copyright, patent, or trademark registration.
- b. If the Contractor obtains, uses, or subcontracts for any intellectual property, then it must provide an assignment to the County of ownership or use of the property.
- c. The Contractor must indemnify the County from all claims of infringement related to the use of any patented design, device, materials, or process, or any trademark or copyright, and must indemnify the County, its officers, agents, and employees with respect to any claim, action, costs, or infringement, for royalties or user fees, arising out of purchase or use of materials, construction, supplies, equipment, or services covered by the Contract.

14. **Payments.** Payments to the Contractor under the Contract will be within 30 days of the County's receipt of a proper invoice from the Contractor. If an invoice remains unpaid 45 days after the



invoice was received, interest will accrue at 6% per year.

15. **Records.** Contractor must maintain fiscal records relating to the Contract in accordance with generally accepted accounting principles. All other relevant records must be retained by Contractor and kept accessible for at least three years after final payment, termination of the Contract, or until the conclusion of any audit, controversy, or litigation related to the Contract. All subcontracts must comply with these provisions. County may access all records of the Contractor related to the Contract.

16. **Remedies.**

- a. **Corrections of errors and omissions.** Contractor must perform work necessary to correct errors and omissions in the services required under the Contract, without undue delays and cost to the County. The County's acceptance will not relieve the Contractor of the responsibility of subsequent corrections of errors.
- b. **Set-off.** The County may deduct from any amounts payable to the Contractor any back-charges, penalties, or damages sustained by the County, its agents, or employees caused by Contractor's breach. Contractor will not be relieved of liability for any costs caused by a failure to satisfactorily perform the services.
- c. **Cumulative.** These remedies are cumulative and without waiver of any others.

17. **Responsibility of Contractor.**

- a. The Contractor must perform the services with the standard of care, skill, and diligence normally provided by a Contractor in the performance of services similar the services.
- b. Notwithstanding any review, approval, acceptance, or payment for the services by the County, the Contractor will be responsible for the accuracy of any work, design, drawings, specifications, and materials furnished by the Contractor under the Contract.
- c. If the Contractor fails to conform with subparagraph (a) above, then it must, if required by the County, perform at its own expense any service necessary for the correction of any deficiencies or damages resulting from the Contractor's failure. This obligation is in addition to any other remedy available to the County.

18. **Severability/Waiver.** If a court finds any term of the Contract to be invalid, the validity of the remaining terms will not be affected. The failure of either party to enforce any term of the Contract is not a waiver by that party.

19. **Subcontracting or Assignment.** The Contractor may not subcontract or assign any part of the Contract without the prior written consent of the County. The County may withhold consent for any reason the County deems appropriate.

20. **Termination.** If the Contractor violates any provision of the Contract, the County may terminate the Contract by written notice. All finished or unfinished work provided by the Contractor will, at the County's option, become the County's property. The County will pay the Contractor fair compensation for satisfactory performance that occurred before termination less the amount of damages caused by the Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and the County can affirmatively collect damages.

21. **Termination of Contract for Convenience.** Upon written notice, the County may terminate the

Contract when the County determines termination is in the County's best interest. Termination for convenience is effective on the date specified in the County's written notice. The County will pay for reasonable costs allocable to the Contract for costs incurred by the Contractor up to the date of termination. But the Contractor will not be reimbursed for any anticipatory profits that have not been earned before termination.

22. **Termination of Multi-year Contract.** If funds are not available for any fiscal period of the Contract after the first fiscal period, then the Contract will be terminated automatically as of the beginning of unfunded fiscal period. Termination will discharge the Contractor and the County from future performance of the Contract, but not from their rights and obligations existing at the time of termination.
23. **Third Party Beneficiaries.** The County and Contractor are the only parties to the Contract and are the only parties entitled to enforce its terms. Nothing in the Contract gives any benefit or right to third persons unless individually identified by name and expressly described as intended beneficiaries of the Contract.
24. **Use of County Facilities.** Contractor may only County facilities that are needed to perform the Contract. County has no responsibility for the loss or damage to Contractor's personal property which may be stored on County property.
25. **Whole Contract.** The Contract, the Standard Terms, and attachments are the complete agreement between the parties and supersede all earlier agreements, proposals, or other communications between the parties relating to the subject matter of the Contract.

**STRUCTURAL CONDITION ASSESSMENT  
100 PEARL STREET  
SNOW HILL, MARYLAND**

**Prepared For:  
Worcester County Commissioners  
Department of Public Works  
6113 Timmons Road  
Snow Hill, Maryland 21863**

**Prepared By:  
Davis, Bowen & Friedel, Inc.  
601 East Main Street, Suite 100  
Salisbury, Maryland 21804**

**DBF #085B037.A01**

**April, 2018**

**GENERAL**

On March 21, 2018, Davis, Bowen & Friedel, Inc. and Gipe Associates, Inc. performed a structural condition assessment and HVAC evaluation of the Worcester County Tourism building located at 100 Pearl Street in Snow Hill, Maryland. A separate evaluation of existing heating, ventilation, air conditioning and electrical systems is provided by Gipe Associates, Inc. as an attachment.

The building is a 3-story commercial structure comprised of wood framed roof and floors supported on unreinforced brick masonry walls, foundations and steel/iron columns. The minimum roof snow load is 20 psf and the design live load for offices is 50 psf.

The purpose of our observations and this report is to provide a structural condition assessment of the building and exterior. Photos of structural members and deficiencies are provided. We have also outlined recommendations for corrective action or reinforcement.

**ROOF****Observations and Conclusions:**

1. The built up bituminous roof covering is in poor condition. Refer to Photos 1 through 3.
2. Parapet wall coping, flashing and termination at joints is in poor condition. Refer to Photos 4 through 8.
3. One of the brick chimneys, apparently not in service, is leaning with an unused antenna attached. Refer to Photo 9.
4. The roof slope is adequate. Refer to Photo 10
5. There is standing water at the low end of the roof. The drip edge is not adequate and is allowing water to drain down the face of the rear brick wall. Refer to Photo 11.

**Recommendations:**

1. The roofing and wet insulation should be removed to the timber sheathing. Sheathing and structural repairs should be accomplished. **(First Priority)**
2. The unused brick chimney should be removed and capped off. **(First Priority)**
3. New rigid insulation should be installed over the sheathing and a new roof membrane installed. **(First Priority)**
4. New parapet wall coping, drip edge and flashing should be installed. **(First Priority)**
5. A gutter and downspout is recommended for the rear of the building. **(First Priority)**

**ROOF FRAMING****Observations and Conclusions:**

1. The roof framing and third floor ceiling framing can be observed above the suspended ceiling of the third floor. The roof framing is 2x8 joists spaced at 16 inches, spanning approximately 15 feet. The ceiling joist are also 2x8 spaced at 16 inches, spanning approximately 15 feet. Refer to Photos 12 through 14.

2. The beam supporting the roof and ceiling is a 6x8, spanning approximately 15'-3". The beam is supported on steel/iron columns. The beam is not adequate to support snow loading using current allowable timber stresses. Upgrading the insulation will also increase the snow load on the roof. Refer to Photo 15.
3. There are water stains on the third floor ceiling apparently due to roof leaks. Refer to Photos 16 through 18.

### **Recommendations:**

1. The existing beam should be reinforced by installing an additional steel beam, W6x20, below the existing. The steel columns should be replaced. **(First Priority)**

### **THIRD FLOOR FRAMING**

#### **Observations and Conclusions:**

1. The third floor framing can be observed above the suspended ceiling of the second floor. The floor framing is 2x12 joists spaced at 16 inches, spanning approximately 15 feet. Refer to Photo 19.
2. The beam supporting the floor is a 10x12, spanning approximately 15'-3". The beam is not adequate to support office floor loading using current allowable timber stresses. Refer to Photo 20.

#### **Recommendations:**

1. The existing beam should be reinforced by installing an additional steel beam, W6x20, below the existing and replacing the steel columns. **(Second Priority)**

### **SECOND FLOOR FRAMING**

#### **Observations and Conclusions:**

1. The second floor framing can be observed above the suspended ceiling of the first floor. The floor framing is 2x12 joists spaced at 16 inches, spanning approximately 15 feet. Refer to Photos 21 and 22.
2. The beam supporting the floor is (5) 2x12's, spanning up to 19'-4". The beam is not adequate to support office floor loading using current allowable timber stresses. Refer to Photos 23 and 24.
3. A steel beam and columns have been added to provide supplemental support of the second floor joists. Refer to Photos 25 and 26.

**Recommendations:**

1. The existing beam should be reinforced by installing an additional steel beam, W8x21, below the existing and replacing the steel columns. **(Second Priority)**

**FIRST FLOOR FRAMING AND BASEMENT****Observations and Conclusions:**

1. The first floor framing can be observed from the basement. The floor framing is 2x12 joists spaced at 16 inches, spanning approximately 15 feet. Numerous joists are split, cut and deteriorated due to the presence of water. Refer to Photos 27 and 28.
2. The joists bear directly on exterior masonry walls and interior masonry walls. Refer to Photo 29. There is significant deterioration of the joist ends due to moisture.
3. The ends of numerous joists have been supported with supplemental framing a piers. Refer to Photos 30 through 32.
4. Joists were cut to install a new concrete slab at the Pearl Street entry vestibule. The joists were improperly supported on a beam with masonry piers and no apparent footing. Refer to Photos 33 through 35.
5. Timber joist ends, joist supports and header at Pearl Street basement entry are deteriorated due to moisture. Refer to Photos 36 through 38.
6. Joists in the mechanical at the alley exterior wall are deteriorated due to moisture. Refer to Photo 39. Utility penetrations are allowing water infiltration. Refer to Photos 40 and 41. Some joists have been cut for plumbing installation. Refer to Photo 42.
7. A retaining wall supporting the crawl space area has been cut and is leaning. Refer to Photo 43.
8. The mortar joints in the basement walls are severely eroded due to moisture. Refer to Photos 44.
9. Steel/iron columns above bear on the interior basement wall. Refer to Photos 45 and 46.
10. Columns supporting supplemental framing above are supported on new foundations in the basement. Refer to Photos 47 and 48.

**Recommendations:**

1. All first floor joists should be reinforced by scabbing on additional treated 2x12. **(Second Priority)**
2. Joist bearing should be enhanced by installing a continuous treated ledger bolted to the masonry wall. **(Second Priority)**
3. Supplemental framing at joist ends should be replaced with proper foundation. **(Second Priority)**
4. Supplemental framing at joist ends should be replaced with proper foundation. **(Second Priority)**
5. Supplemental framing at joist ends should be replaced with proper connections to the masonry wall. **(Second Priority)**
6. Utility penetrations should be properly enclosed and sealed. **(Third Priority)**

7. The retaining wall should reinforced by installing a return wall to act as a buttress. **(Third Priority)**
8. Mortar joints in the basement walls should be cleaned out and re-pointed. **(Third Priority)**

## **STAIRS**

### **Observations and Conclusions:**

1. Supports for stair leading to the third floor have deflected leaving them out of level by as much as 1 inch. Supplemental hangers have been installed to mitigate future deflection. Refer to Photos 49 through 52.

### **Recommendations:**

1. Stairs should be leveled and re-supported. **(Third Priority)**

## **EXTERIOR**

### **Observations and Conclusions:**

1. The exterior of the building is in fair condition. Refer to Photos 53 through 56.
2. However, there are areas allowing water infiltration. Refer to Photos 57 and 58.
3. Vines are growing on one corner. Sanitary vent stack is loose. Water is allowing organic growth and softening the mortar. Refer to Photos 59 through 61.
4. The water and moisture is infiltrating the wall and affecting finishes. Refer to Photos 62 and 64.

### **Recommendations:**

1. Sealant around windows and doors should be replaced. **(First Priority)**
2. Vines and other organic growth should be removed. **(First Priority)**
3. The sanitary vent stack should be re-connected. **(First Priority)**

## **PROBABLE CONSTRUCTION COST ESTIMATES**

### **First Priority:**

**\$35,000.**

1. Roofing and wet insulation shall be removed to the timber sheathing. Sheathing and structural repairs should be accomplished.
2. The unused brick chimney shall be removed and capped off.
3. New rigid insulation shall be installed over the sheathing and a new roof membrane installed.

4. New parapet wall coping, drip edge and flashing shall be installed.
5. A gutter and downspout is recommended for the rear of the building.
6. Sealant around windows and doors shall be replaced.
7. Vines and other organic growth shall be removed.
8. The sanitary vent stack shall be re-connected.

**Second Priority:**

**\$42,000.**

1. The existing beam shall be reinforced by installing an additional steel beam, W6x20, below the existing and replace the steel columns. Reconstruct ceiling as required.
2. The existing beam should be reinforced by installing an additional steel beam, W8x21, below the existing and replacing the steel columns. Reconstruct ceiling as required.
3. All first floor joists shall be reinforced by scabbing on additional treated 2x12.
4. Joist bearing shall be enhanced by installing a continuous treated ledger bolted to the masonry wall.
5. Supplemental framing at joist ends shall be replaced with proper foundation. Supplemental framing at joist ends shall be replaced with proper foundation.
6. Supplemental framing at joist ends shall be replaced with proper connections to the masonry wall.

**Third Priority:**

**\$11,000.**

1. Utility penetrations shall be properly enclosed and sealed.
2. The retaining wall shall reinforced by installing a return wall to act as a buttress.
3. Mortar joints in the basement walls should be cleaned out and re-pointed.
4. Stairs shall be leveled and re-supported.

**DISCLAIMER**

Our evaluation is limited to a condition assessment of the areas that were easily accessible on the day of the inspection. Davis, Bowen & Friedel, Inc. takes no responsibility for any damage or deterioration not detectable by visual inspection. Neither our evaluation nor this report should be construed as a warrantee of the building either in part or in whole.





Photo 1 - Built up roof poor condition



Photo 2 - Built up roof poor condition



Photo 3 - Built up roof poor condition



Photo 4 - Parapet wall coping open joints



Photo 5 - Parapet wall coping open joints



Photo 6 - Parapet wall coping open joints



Photo 7 - Flashing and coping ends in poor condition



Photo 8 - Flashing and coping ends in poor condition



Photo 9 - Leaning brick chimney



Photo 10 - Roof slope is adequate



Photo 11 - Water ponding at drip edge



Photo 12 - Roof joists and ceiling joists 2 x 8 @ 16"

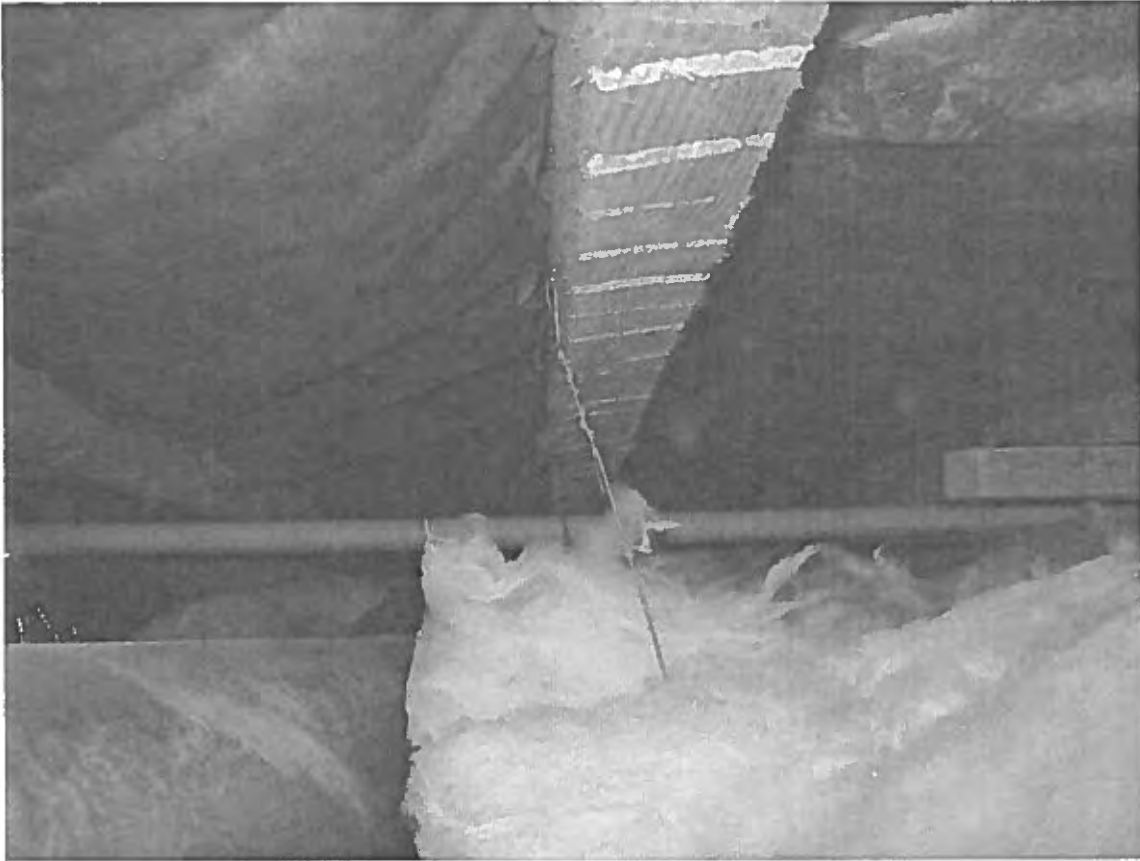


Photo 13 - Roof joists and ceiling joists 2 x 8 @ 16"



Photo 14 - Roof joists and ceiling joists 2 x 8 @ 16"



Photo 15 - Beam & column supporting roof and ceiling

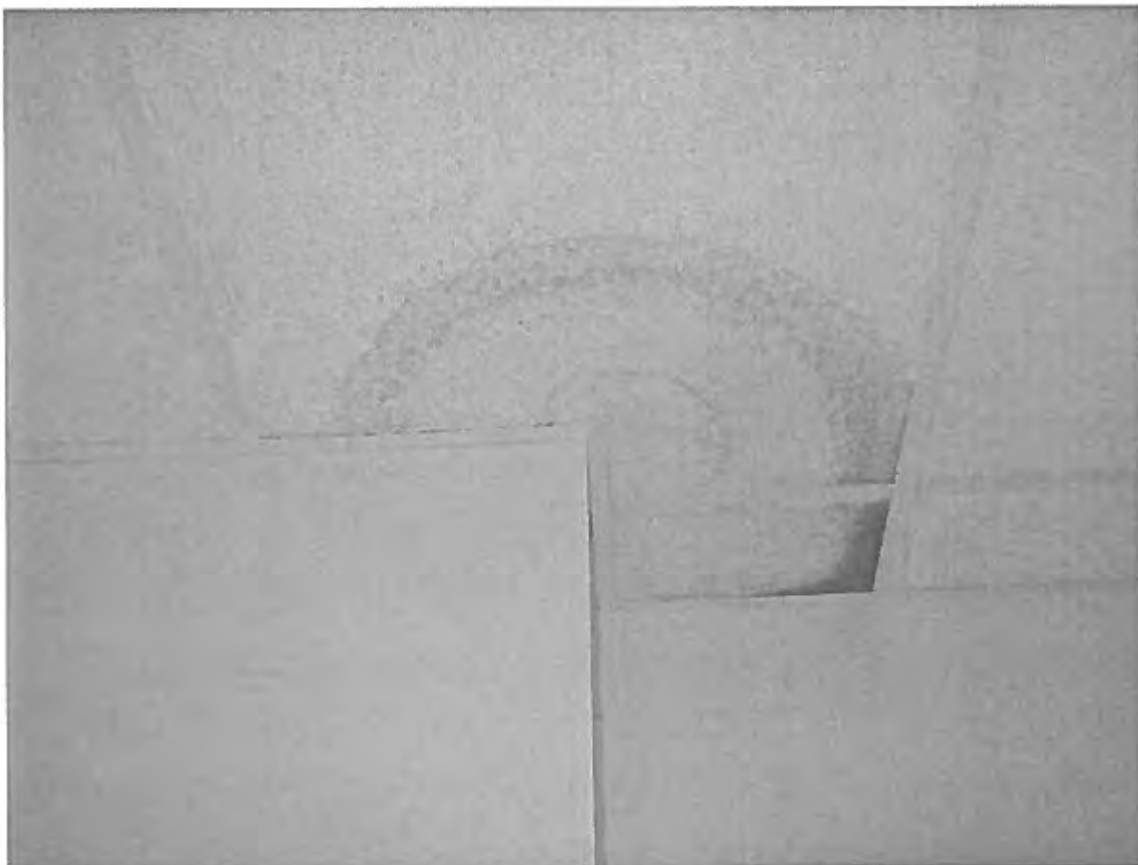


Photo 16 - Numerous water stains above third floor





**Photo 17 - Numerous water stains above third floor**



**Photo 18 - Numerous water stains above third floor**



Photo 19 - Third floor framing 2 x 12 @ 16"

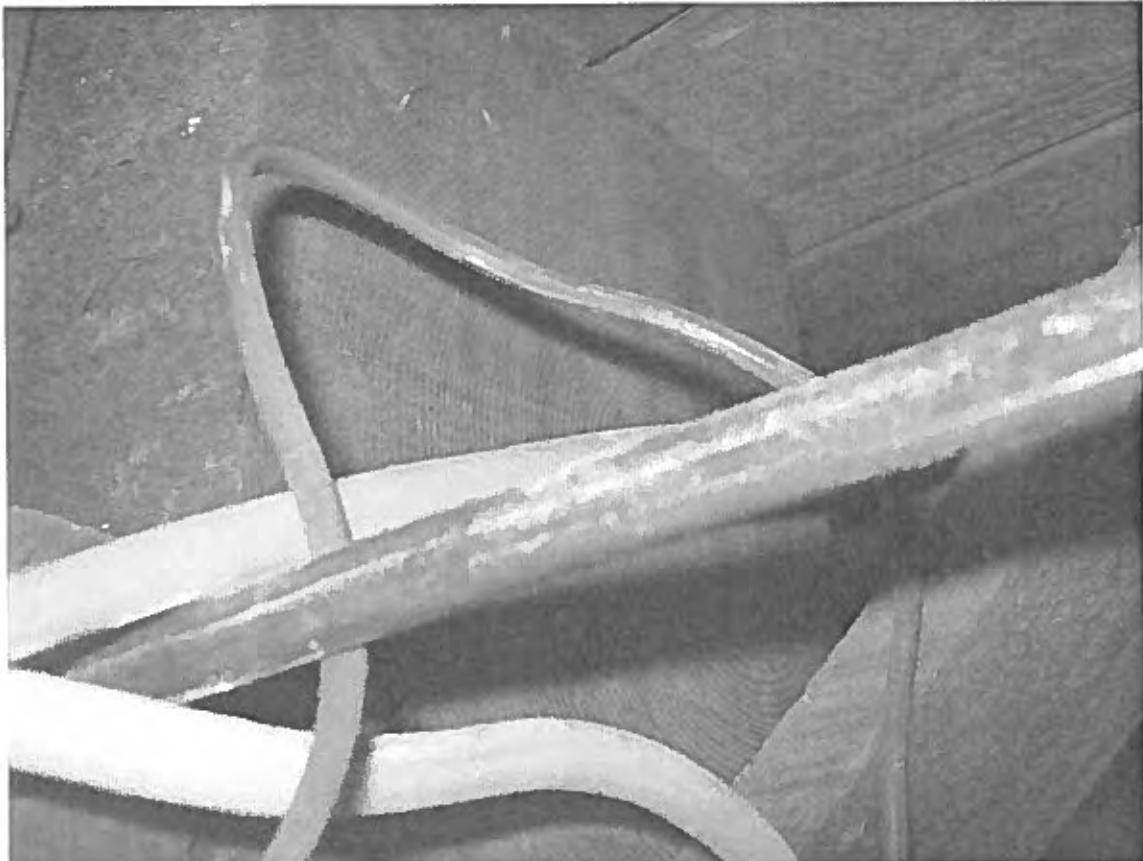


Photo 20 - Beam supporting third floor

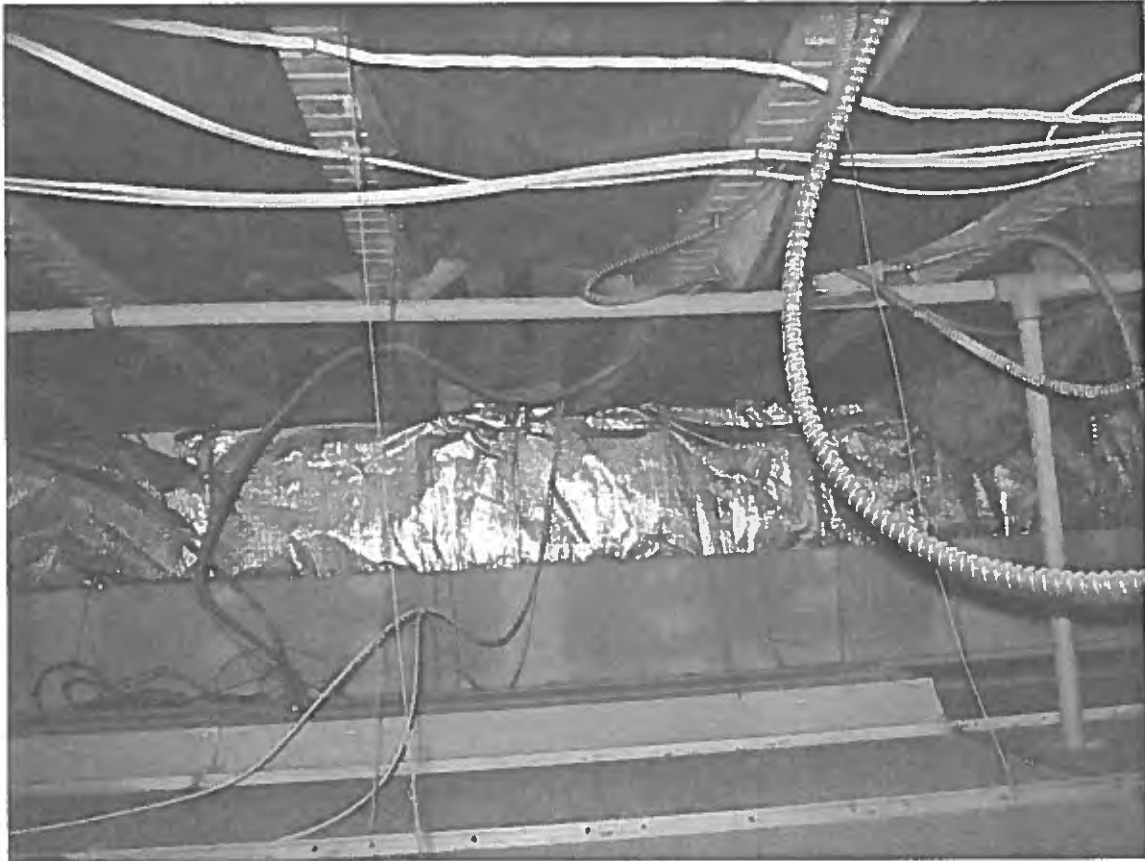


Photo 21 - Second floor framing 2 x 12 @ 16"



Photo 22 - Second floor framing 2 x 12 @ 16"

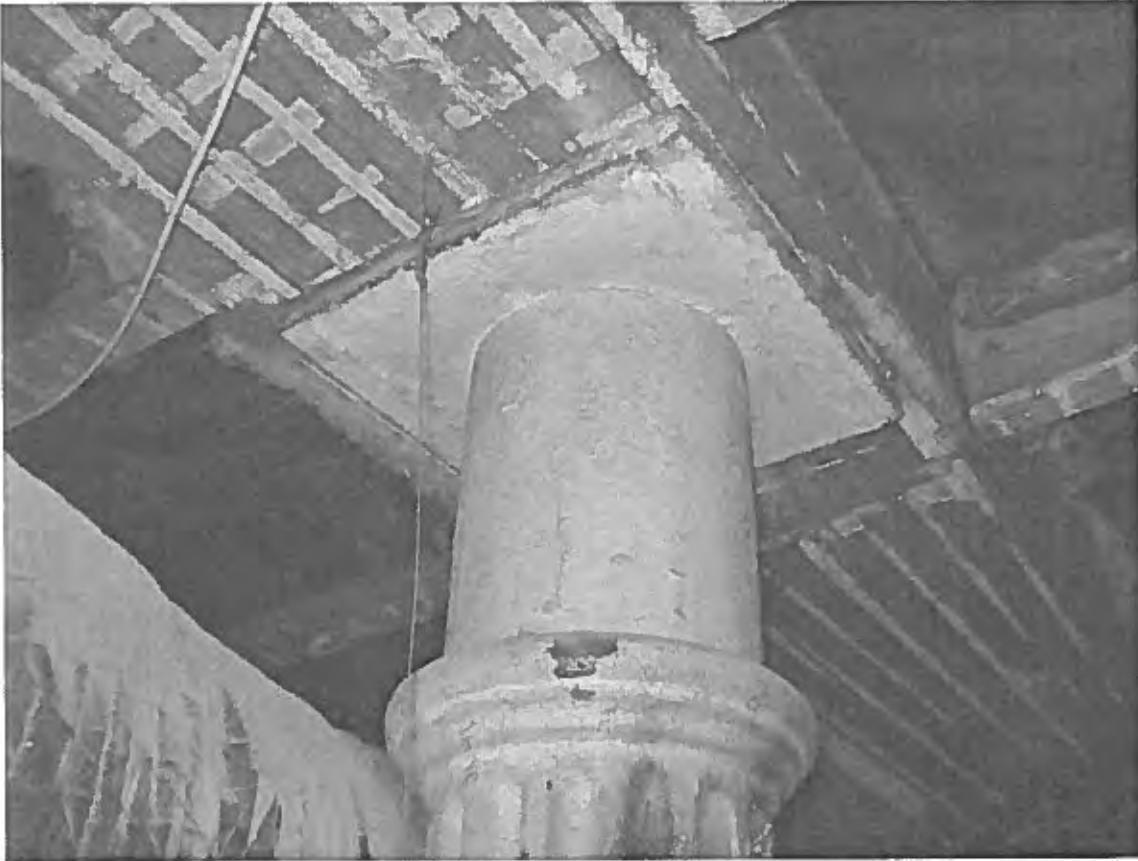


Photo 23 - Beam & column supporting second floor

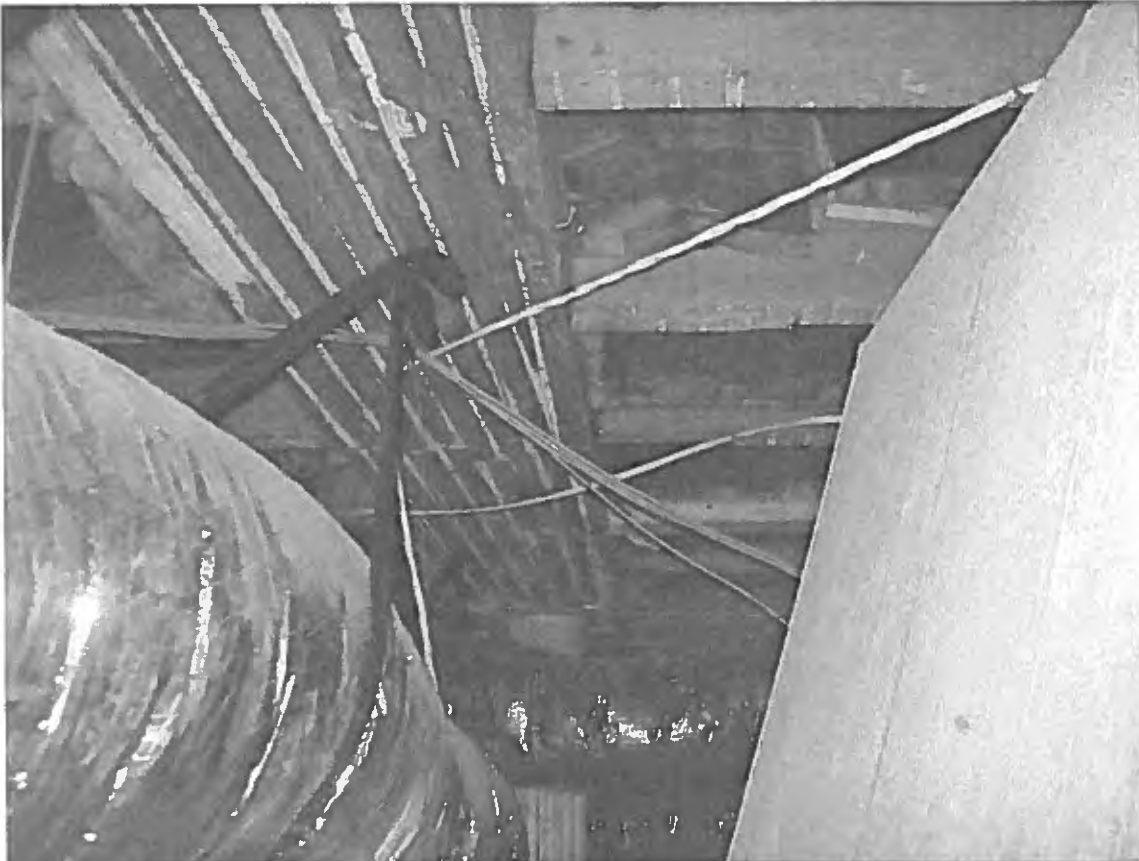


Photo 24 - Beam & column supporting second floor

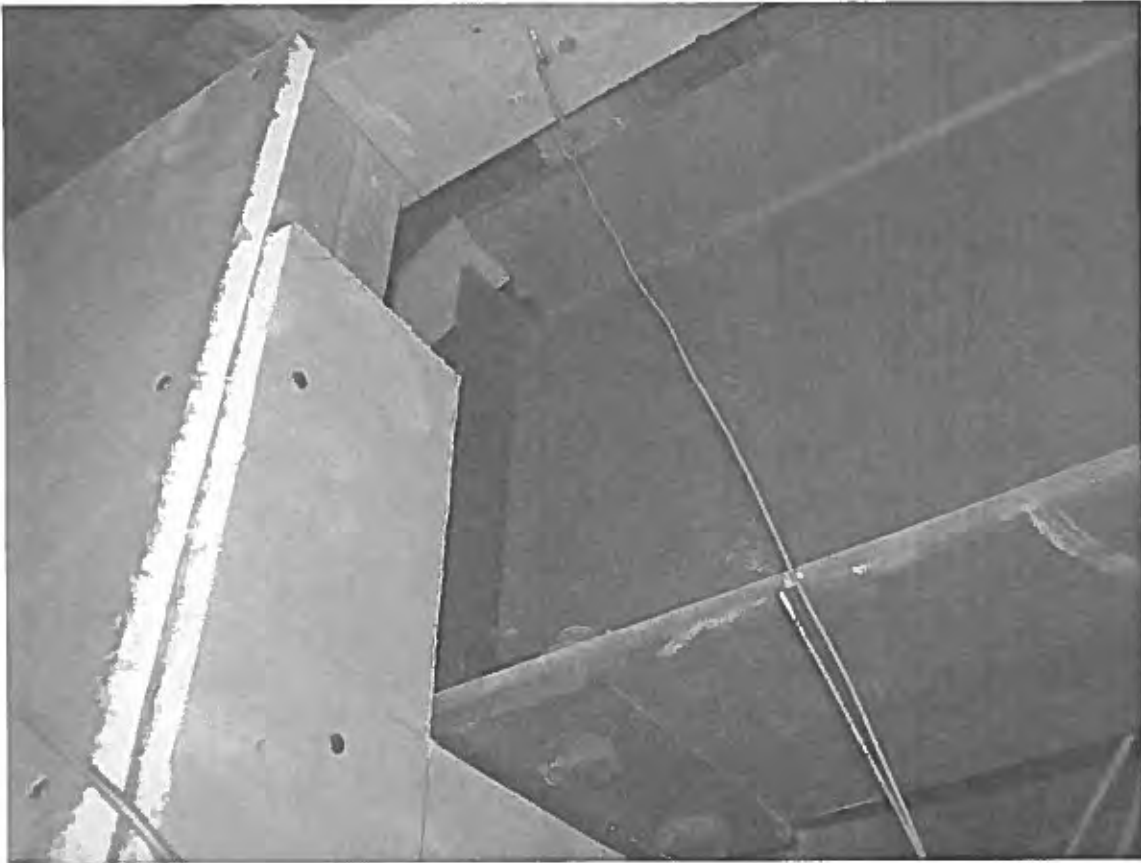


Photo 25 - Supplemental support of second floor joists



Photo 26- Supplemental support of second floor joists

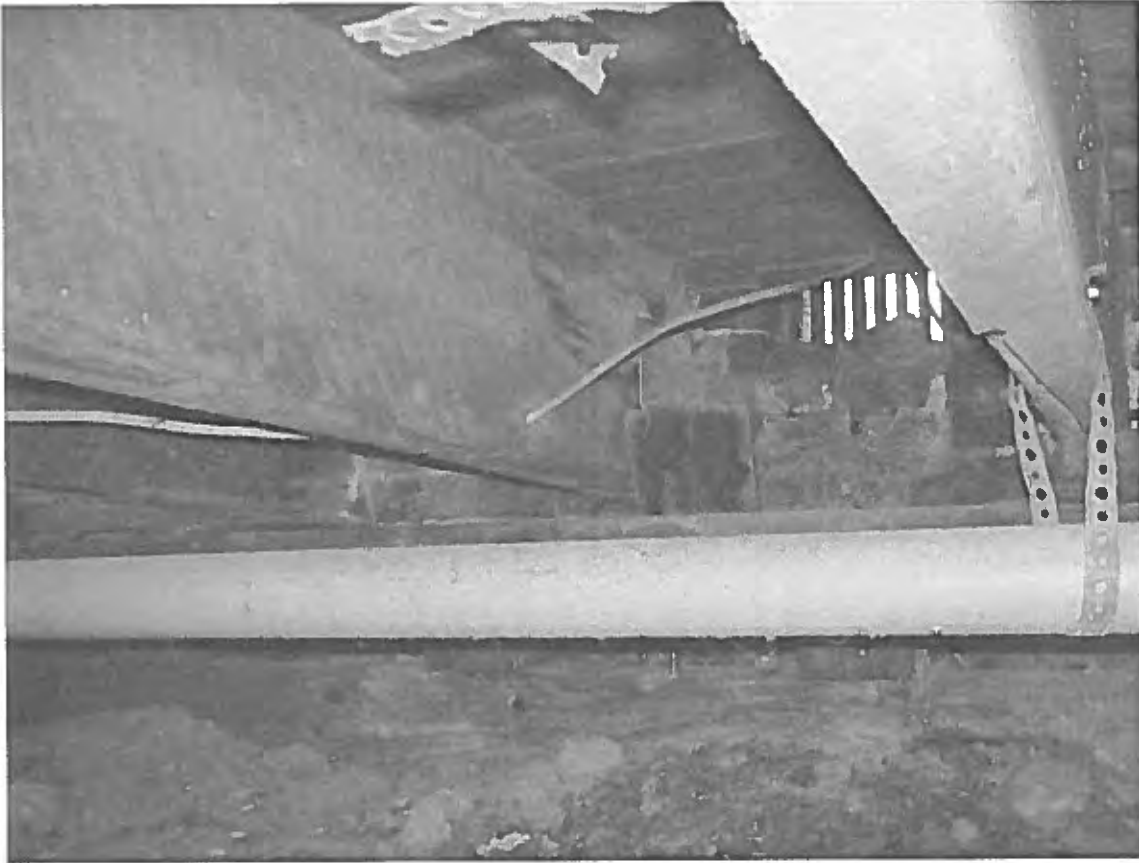


Photo 27 - First floor framing 2 x 12 @ 16"



Photo 28 - First floor framing 2 x 12 @ 16"



Photo 29 - Joists bear directly on brick walls



Photo 30 - Supplemental supports at joist ends



Photo 31 - - Supplemental supports at joist ends



Photo 32 - Supplemental supports at joist ends





Photo 33 - Joist cut and improperly supported



Photo 34 - Joist cut and improperly supported



Photo 35 - Pearl street entry



Photo 36 - Timber joist ends deteriorated



Photo 37 - Timber joist ends deteriorated



Photo 38 - Timber joist ends deteriorated



Photo 39 - Joist end deterioration due to moisture

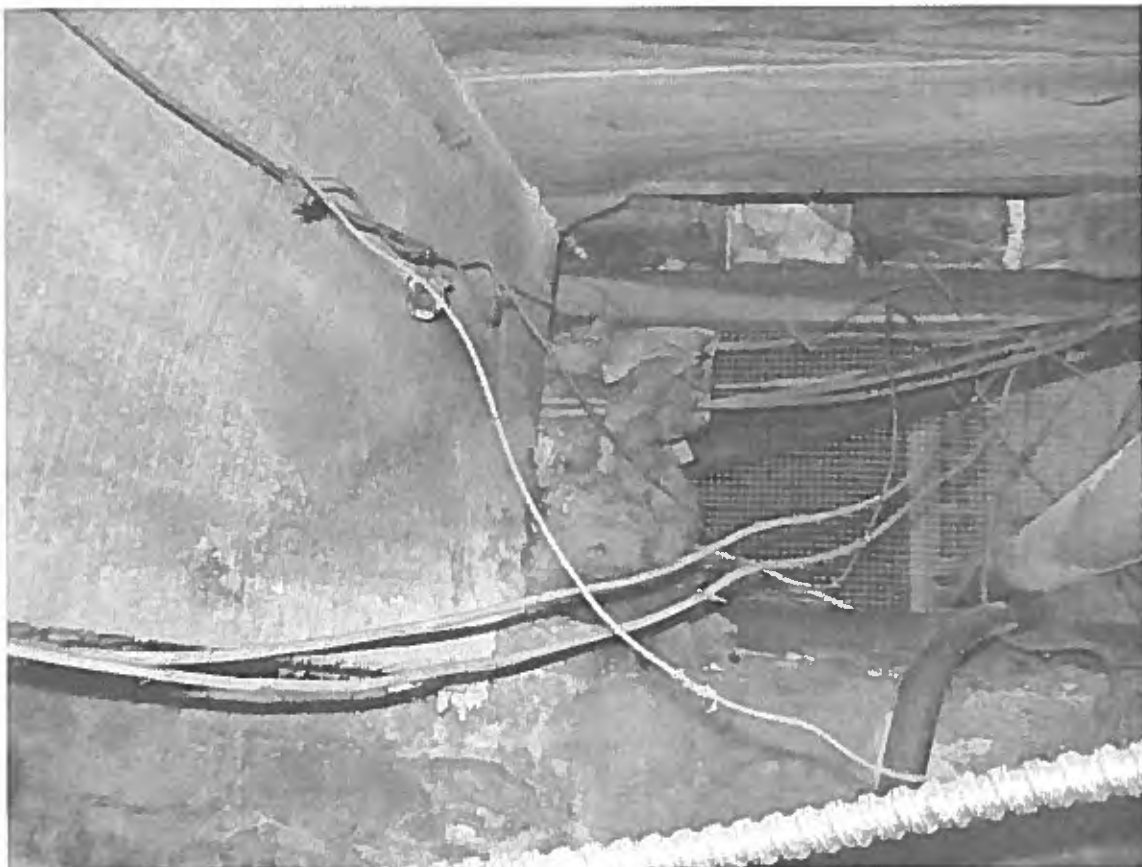


Photo 40 - Openings in mechanical room allowing water infiltration



Photo 41 - Openings in mechanical room allowing water infiltration



Photo 42 - Joists cut for plumbing



Photo 43 - Basement retaining wall leaning



Photo 44 - Mortar joints in basement eroded



Photo 45 - Steel columns above bear on interior wall

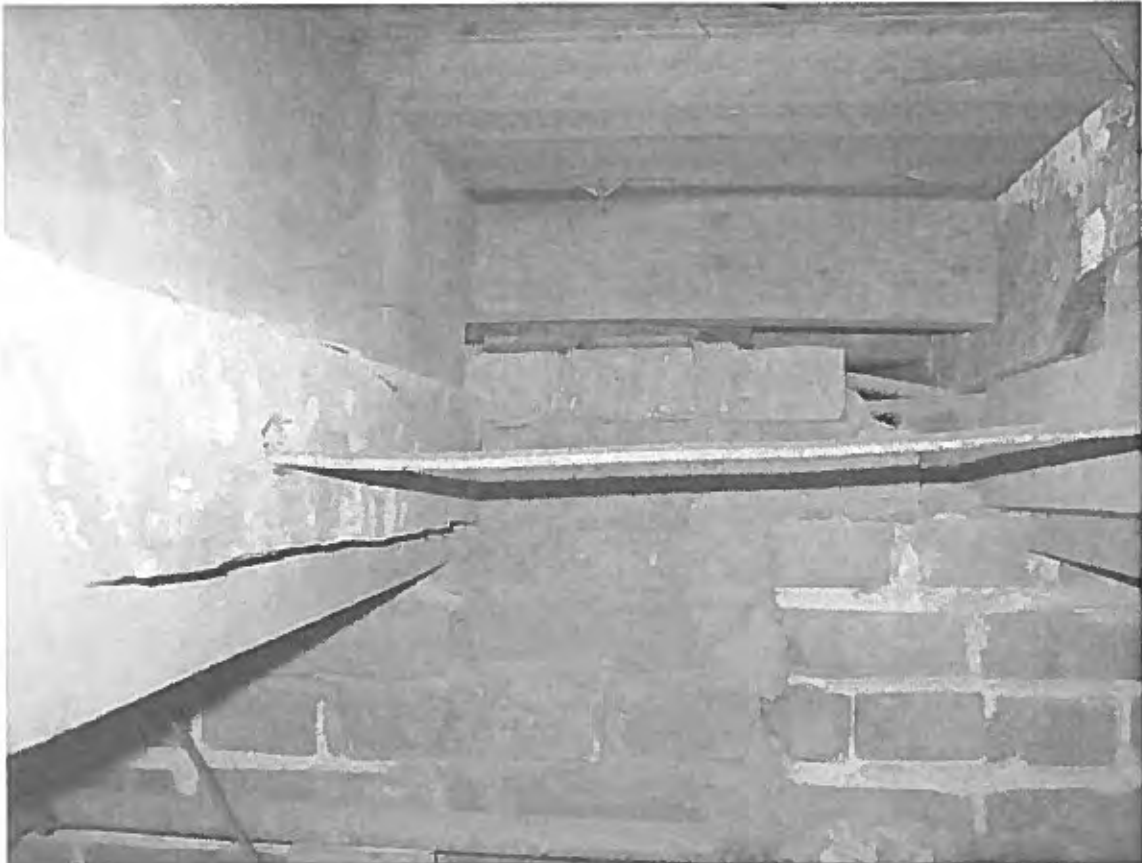


Photo 46 - Steel columns above bear on interior wall



Photo 47 - Supports for supplemental framing above



Photo 48 - Supports for supplemental framing above



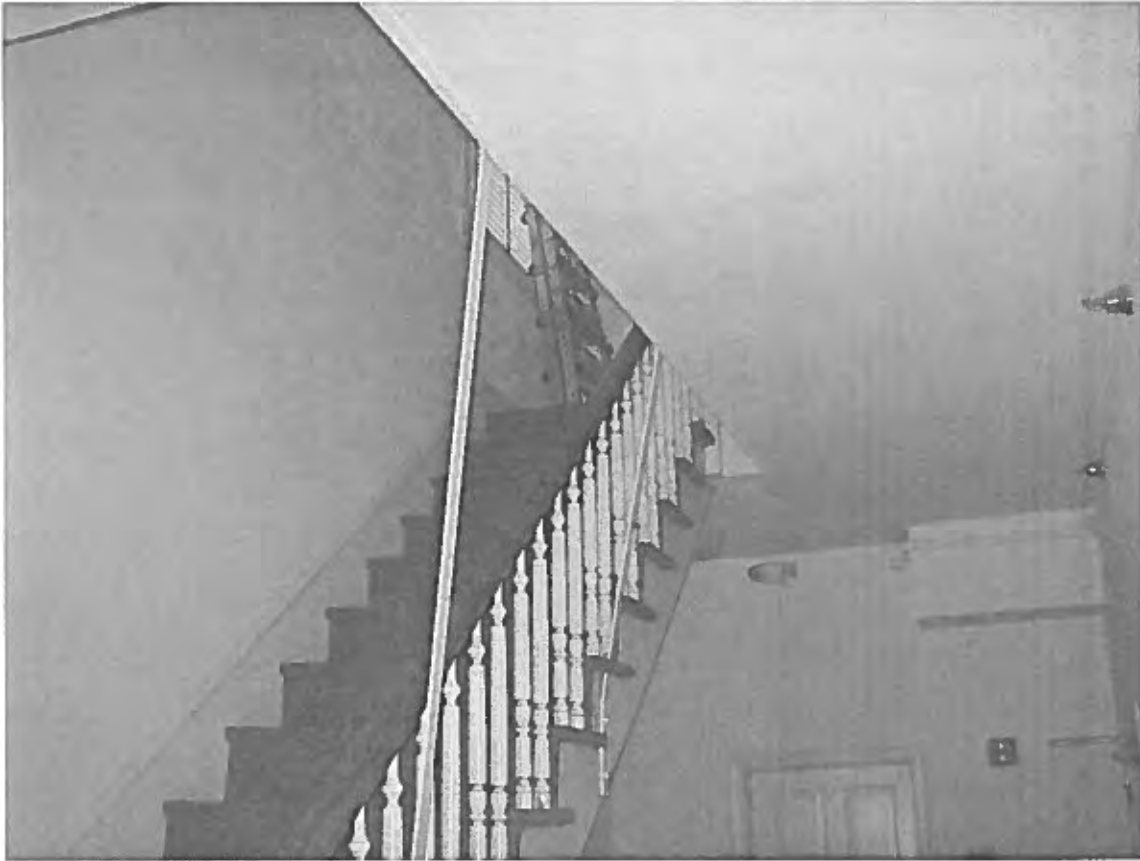


Photo 49 - Supplemental hangers for stair out of level



Photo 50 - Supplemental hangers for stair out of level



Photo 51 - Supplemental hangers for stair out of level



Photo 52 - Supplemental hangers for stair out of level



Photo 53 - Building exterior in fair condition



Photo 54 - Building exterior in fair condition



Photo 55 - Building exterior in fair condition



Photo 56 - Building exterior in fair condition



Photo 57 - Areas of water infiltration



Photo 58 - Areas of water infiltration



Photo 59 - Vines at building corner and loose vent stack



Photo 60 - Vines at building corner and loose vent stack

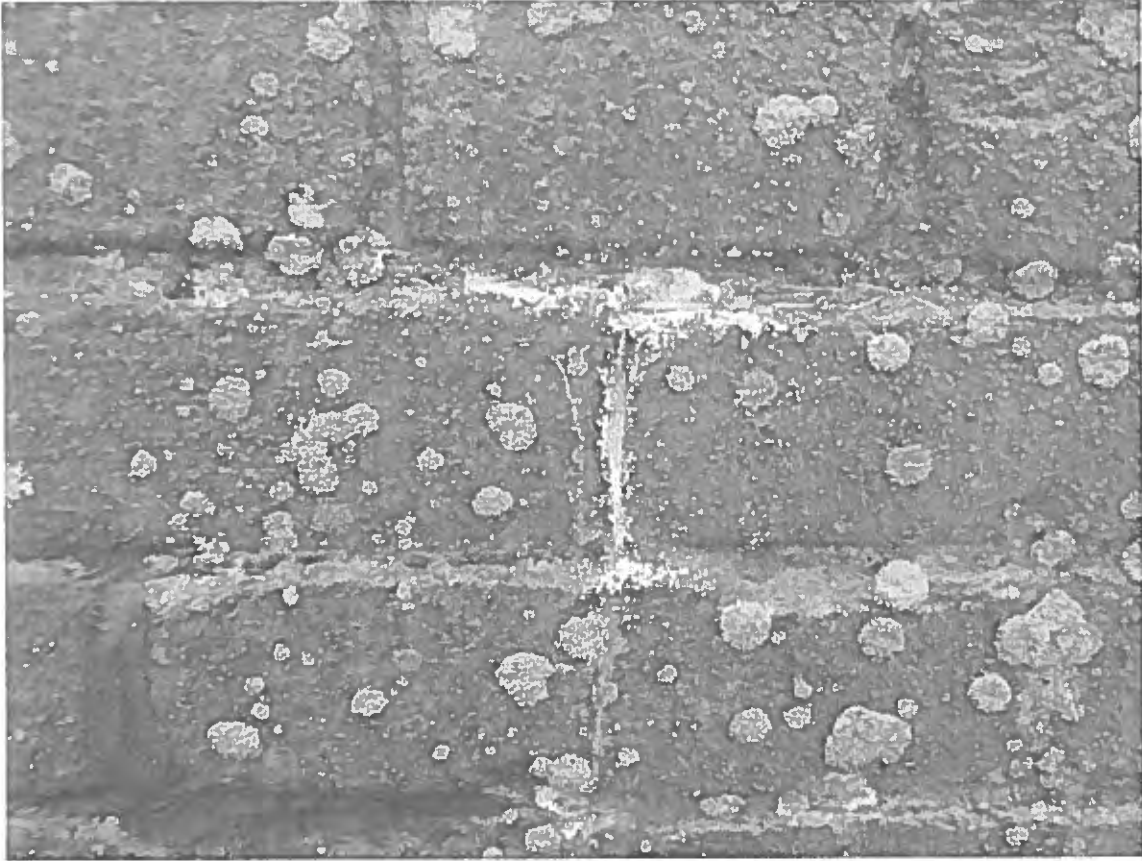


Photo 61 - Organic growth on brick and soft mortar



Photo 62 - Water and moisture infiltration affecting finishes



Photo 63 - Water and moisture infiltration affecting finishes



Photo 64 - Water and moisture infiltration affecting finishes





Worcester County,  
Maryland  
www.co.worcester.md.us



# WORCESTER COUNTY TOURISM BUILDING

*HVAC and Electrical Systems  
Feasibility Study*

April 23, 2018  
W.O.#18015



**Gipe Associates, Inc.**  
CONSULTING ENGINEERS

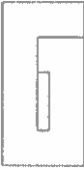
Mechanical | Electrical | Plumbing

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(410) 822-8688

**13 - 180**

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**Gipe Associates, Inc.**  
CONSULTING ENGINEERS

W.O. #: 18015

April 23, 2018

Mr. Ken Whited  
Worcester County Dept. of Public Works  
6113 Timmons Road  
Snow Hill, MD 21863

Project: Worcester County Tourism Building Assessment  
Reference: Heating, Ventilating, Air Conditioning and Supporting Electrical Feasibility Analysis

Dear Ken:

The following summarizes our observations and recommendations related to the heating, ventilating and air conditioning systems and supporting electrical systems at the Worcester County Tourism Building.

### MECHANICAL SYSTEMS INTRODUCTION

On March 21, 2018 Gipe Associates, Inc. performed field observations and investigations of the existing HVAC (Heating, Ventilating, and Air Conditioning) system at the Worcester County Tourism Building located in Snow Hill, Maryland. We met with yourself and Mr. Andrew Welch of Davis Bowen and Friedel (DBF). DBF will be providing a separate structural analysis for the existing building. The gross building square footage is approximately 5,300 square feet (including accessible basement/crawlspace). The purpose of this report is to evaluate the different replacement HVAC system options based on a life cycle cost analysis. Our report is based on existing drawings, and field observations. The majority of the system components are greater than twenty (20) years old and are at the end of their useful service life. The following are our evaluations relating to the replacement of the HVAC system and supporting electrical systems. The first portion of our report will review the existing mechanical systems serving the facility.

### EXISTING MECHANICAL SYSTEMS

The existing Tourism Building can be seen in Photograph #1.

The Worcester County Tourism building consists of three floors above street level and a basement/crawlspace. The building is utilized by three different departments serving Worcester County:

1<sup>st</sup> Floor = Worcester County Tourism

2<sup>nd</sup> Floor = Worcester County Economic Development

3<sup>rd</sup> Floor – Worcester County Sheriff's Office

Space usage within the building includes office space, storage rooms, lobby areas, restrooms and break rooms.

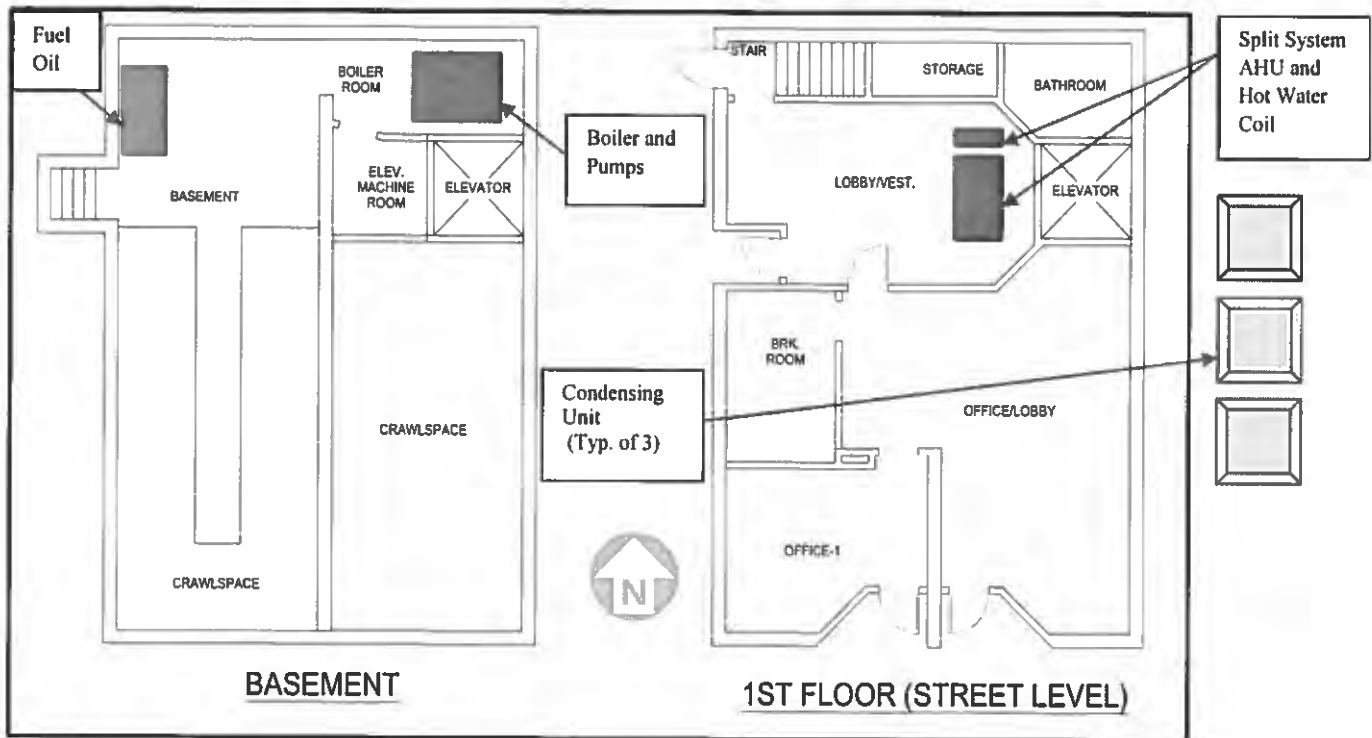


*Photograph #1: Worcester County Tourism Building*

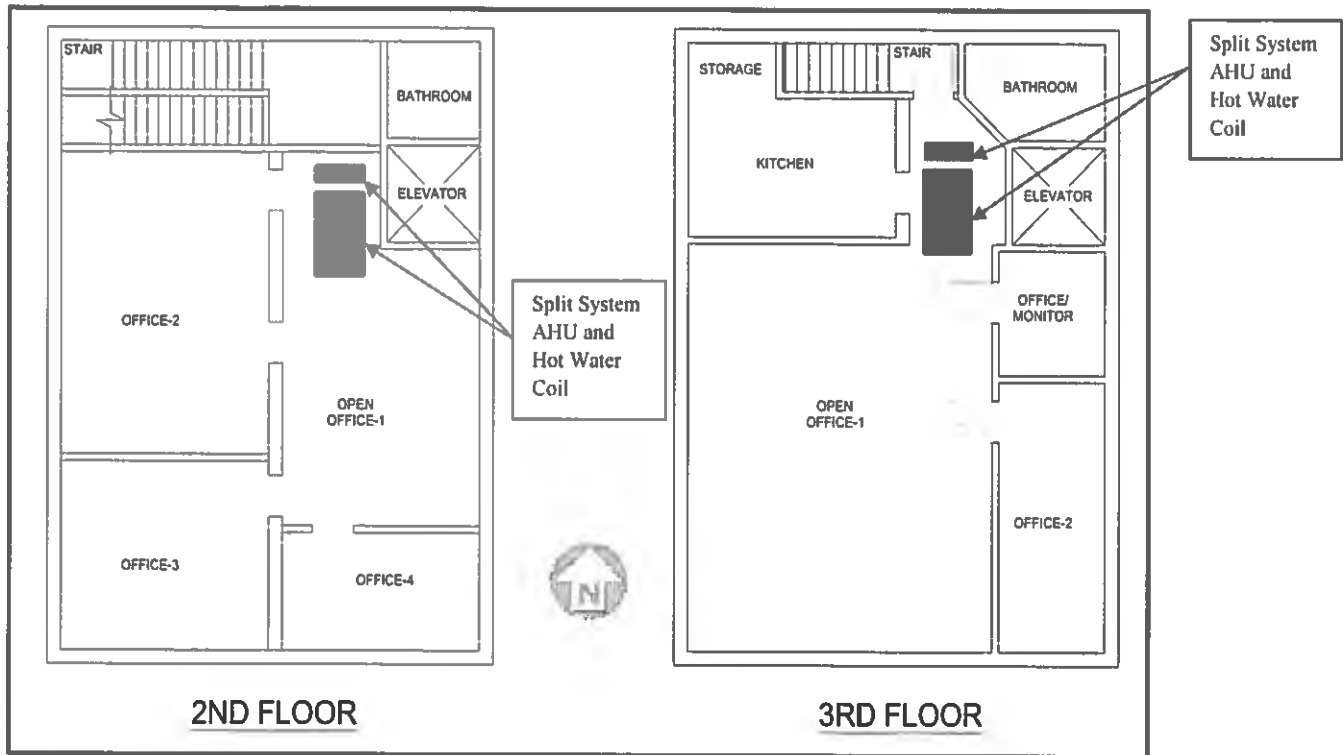
The existing heating, ventilating and air conditioning systems consist of the following major components:

- No. 2 fuel oil fired boiler.
- Zone heating water pumps.
- Duct mounted hot water coils.
- Split system air handling units.
- Condensing units.
- Switch operated exhaust fans (for bathrooms).

Figure #1A & 1B indicate the general overall building floorplan and locations of mechanical equipment within the same.



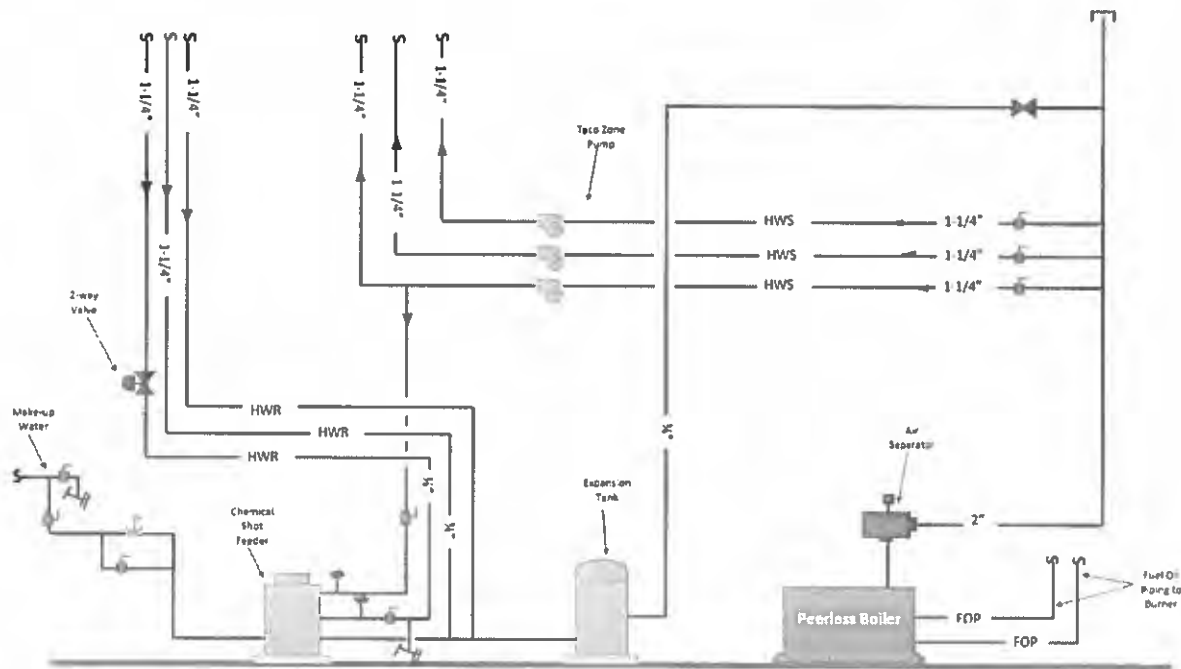
***Figure #1A: Worcester County Tourism Building – Keyplan (No Scale)***



**Figure #1B: Worcester County Tourism Building – Keyplan (No Scale)**

First we will review the existing central hot water heating system.

Figure #2 indicates the various components that are included in the central hot water heating system serving the Worcester County Tourism Building.



**Figure #2: Existing Central Hot Water Heating System (No Scale)**

The existing boiler is a Peerless Model No. TW-5 with the following characteristics:

1. 30 psi max. water pressure.
2. 2 gallons per hour no. 2 fuel oil consumption.
3. Gross output = 241,000 btuh
4. Net IBR Output = 209,000 btuh
5. Installed circa 1993.

The existing boiler can be seen in Photograph #2.

The following deficiencies were noted regarding the existing boiler system:

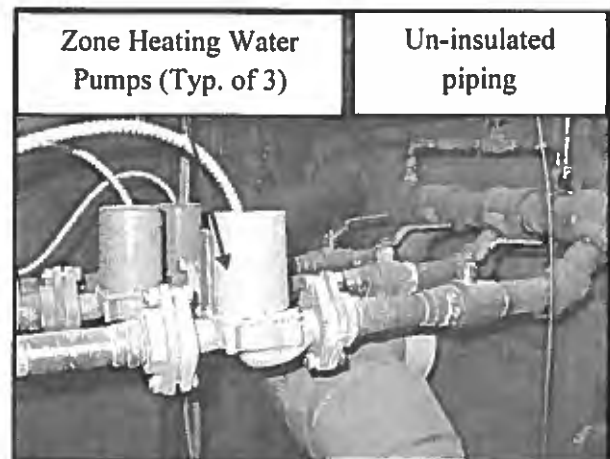
1. Combustion air is provided through an opening in the masonry wall without a damper or louver (See Photograph #3).
2. A backflow preventer is not provided for the make-up water valve train serving the heating system as required by the Plumbing Code to protect the potable water system.



**Photograph #2: Existing Fuel Oil Fired Boiler**



**Photograph #3: Un-protected Combustion Air Opening**



**Photograph #4: Zone Heating Pumps and Un-Insulated Piping**

3. All of the heating supply and return piping appears to be un-insulated which violates the Energy Code. (See Photograph #4)
4. Existing boiler flue is single wall with penetrations of the same allowing for flue gases to escape.
5. Existing pumps lack balance valves for Testing/Balancing.

6. Existing pumps lack pressure gauges necessary for verifying flow, impeller size, etc...
7. Did not have Carbon Monoxide Sensor in basement (highly recommended).

Due to the age and condition of the existing boiler system we would recommend replacement of the same.

**Existing Air Handling Systems:**

The central heating water system serves three duct mounted hot water coils serving the split system air handling units. Photograph #5 indicates a typical duct mounted hot water coil.

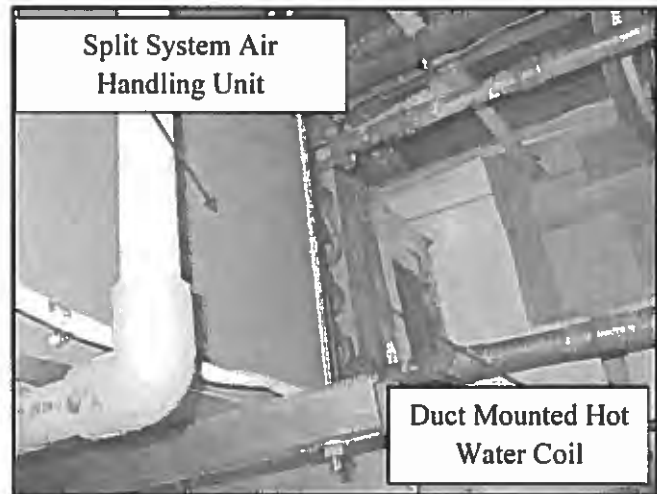
The duct mounted hot water coils are not provided with any isolation valves (for servicing the same), insulation, balance valves or control valves. Each hot water coil (typ. of 3) is served by a single zone heating pump (located adjacent to the boiler).

As indicated previously in Figure #1, there are currently three (3) split system air handling units serving the three main floors of the Tourism Building. Each air handling unit is provided with the following components:

1. Supply fan.
2. DX (Direct Expansion) cooling coil.
3. Duct mounted hot water coil.
4. Condensate drain pan.
5. Refrigerant, heating water and condensate piping.
6. Programmable thermostat for temperature control.
7. Ducted distribution system including minimal rigid ductwork and extensive flexible ductwork.

All three of the existing air handling units are recirculating type only and are not provided with any Ventilation (Fresh Air) as required by the International Mechanical Code. This violation results in the occupants working in an enclosed space with no fresh air ventilation which needs to be addressed.

The exact age of the air handling units is unknown but the same appear to be greater than 10 years of age and are nearing the end of their useful service life and should be replaced. We would also recommend the replacement of the existing duct distribution system due to the use of large amounts of flexible ductwork which increases duct pressure losses and is prone to leakage. The current air handling units are located above ceilings/bulkheads and are not easily serviceable. We would recommend any future HVAC systems be evaluated for better locations for the air handling units to allow service/maintenance (i.e. basement, closet, etc.) Per the International Mechanical Code the suspended air handling units shall be provided with auxiliary condensate drain pans or A/C condensate safety switches to prevent damage from an overflowing primary drain pan. Each air handling unit is coupled with a remote condensing unit located in an adjacent alley-way. Photograph #6 indicates two (2) of the existing condensing units.



**Photograph #5: Duct Mounted Hot Water Coil**



**Photograph #6: Existing Condensing Units**

Two of the condensing units were manufactured by York and one of the condensing units was manufactured by Carrier. The nameplate date for all units indicates the same are served by R-22 refrigerant. R-22 refrigerant is currently being phased out due to its ozone depletion characteristics. Due to their age, condition and use of R-22 refrigerant we would recommend replacement of the existing condensing units.

It is also important to note that the location for the existing condensing units makes it very difficult to access. Access is provided through a narrow alley opening or through the bathroom window on the 1<sup>st</sup> floor. Future equipment could be located on the roof if permanent access to the same is provided.

The only ventilation provided in the building is through switch operated exhaust fans in the bathrooms located on the 1<sup>st</sup> and 3<sup>rd</sup> floor. The 2<sup>nd</sup> floor bathroom does not appear to be provided with exhaust airflow as required by the International Mechanical Code. A new exhaust fan should be provided for the 2<sup>nd</sup> floor bathroom.

Photograph #7 indicates a typical switch operated exhaust fan serving the 1<sup>st</sup> floor bathroom.



*Photograph #7: Bathroom Exhaust Fan*

Additional field observations regarding the HVAC systems are as follows:

1. The Elevator machine room is not provided with dedicated conditioning as required by the Elevator Code.
2. The 3<sup>rd</sup> floor Sheriff's office has a high internal load associated with occupants, computers and printers. We would highly recommend supplemental "peaking" units be provided to supplement the primary HVAC system when loads increase due to increased occupants and computer usage. These could be simple direct expansion split system ductless units with low ambient cooling controls.
3. The basement and crawlspace are provided with open vents through the walls. These should be sealed to eliminate unnecessary infiltration/exfiltration and to prevent potential freezing of sprinkler and domestic water piping in the winter.
4. The existing stairway is currently provided with heating and cooling off of the air handling units. Per NFPA-101 Life Safety Code ductwork/penetrations of stairwell enclosures is not permitted. A dedicated unit heater should be provided to serve the stairwell with heating.
5. Heating within the basement and crawlspace is primarily provided by un-insulated piping that is connected to the central hot water heating system. A dedicated unit heater should be provided to serve the same and all openings should be sealed.
6. Ceiling tiles are stained indicating condensate or building envelope leaks.

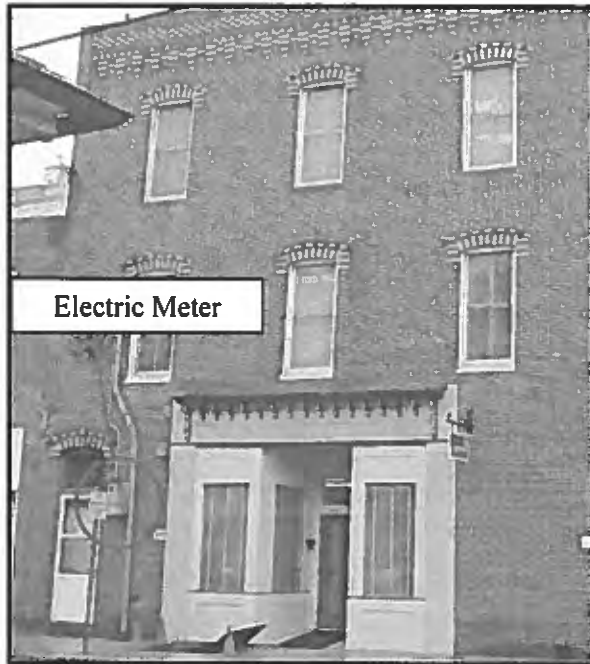
The next section of the report will review the existing electrical systems serving the Tourism Building.

#### **EXISTING ELECTRICAL DISTRIBUTION SYSTEM:**

Electric energy is provided to this building overhead from a Delmarva Power utility pole located on Pearl Street to a service mast located on the side of the building facing Pearl Street. The electric meter for the building is located on the building wall next to the service mast as shown in Photograph #8. The building service conductors enter a 120/208V, 3 phase, panelboard with a 400A main circuit breaker in the basement via the service mast and conduit. This 400A panelboard is manufactured by General Electric and shown in Photograph #9. The same service conductors also feed a Square D 20 circuit panelboard with a 200A main circuit breaker located in the basement next to the 400A panelboard. These two panelboards serve all of



the loads throughout the building. The 400A panelboard appears to have been installed around 1980 and therefore is over 38 years old.



*Photograph #8: Front Exterior of the Building showing Electric Meter*



*Photograph #9: General Electric 400A Panelboard*

In accordance with National Electrical Code (NEC) Article 220.87 – “Determining Existing Loads”, Gipe Associates, Inc. conducted a review of electrical demand for a twelve-month period (February 2017 through January 2018), which indicated a peak demand of 19 kilowatts (kW) during the month of July 2017. See Table #1 below for a summary of the electrical demand data.

<b>Table #1 - Electricity Meter Data From Delmarva Power</b>	
<b>Month/Year</b>	<b>Demand (kW)</b>
January 2018	14
December 2017	14
November 2017	15
October 2017	17
September 2017	18
August 2017	18
July 2017	19
June 2017	18
May 2017	16
April 2017	15
March 2017	12
February 2017	13
<b>Note: Peak Values are indicated in red font.</b>	

Assuming a power factor (PF) of 0.8, 19 kilowatts equals 24 kilovolt-amperes (kVA) which converts to a maximum current of 67 amperes during the twelve-month period. Based on the peak current of 67 amperes,

it appears that the existing service to the building has adequate space to accommodate the proposed HVAC changes.

***Generator:***

This building does not currently have a generator or means to provide power to the building if utility power is lost.

***General Building Power:***

While the existing service appears to have capacity to accommodate the proposed HVAC changes, the existing panelboards appear to have exceeded their useful life expectancy. Based on that information we would recommend that the existing panelboards be replaced in their entirety. The majority of the existing wiring from the panelboards in the basement to their various loads is nonmetallic sheathed cable as shown in Photograph #10. Per the National Electrical Code (NEC) Article 325 any nonmetallic sheathed cable needs to be protected if it is exposed in a basement as is the case in this building. Therefore, we would recommend that all of the exposed nonmetallic sheathed cable be replaced with wiring installed in electrical metallic tubing (EMT). The building has receptacles throughout which all appear to be in good shape as shown in Photograph #11 and can remain.



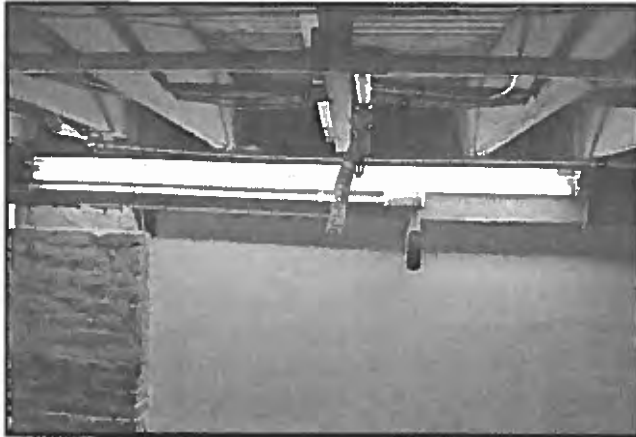
***Photograph #10: Example of Non-Metallic Sheathed Cable***



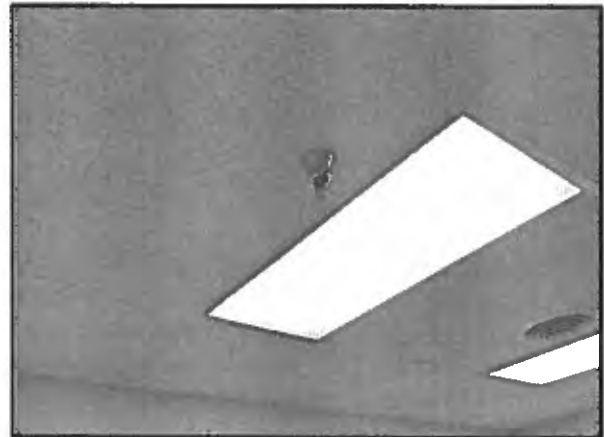
***Photograph #11: Example of Receptacles (Typical Throughout Building)***

***Lighting:***

The lighting in the basement consists of one strip fluorescent lamp with two T-12 lamps and no cover as shown in Photograph #12. There is an elevator machine room located in the basement that has a vaportight wall mounted lighting fixture with an incandescent lamp. The lighting throughout the 3 floors of the occupied portion of the building are recessed 2'x4' fluorescent light fixtures with an acrylic lens as shown in Photograph #13. These fluorescent fixtures contain four (4) T-8 lamps. All of these fixtures were working at the time of our visit. These fixtures have T8 fluorescent lamps as their light source and appear to be in good condition.



*Photograph #12: One Strip Fluorescent Lamp with Two T-12 Lamps and No Cover*



*Photograph #13: Example of the General Lighting Fixtures Found throughout Most of the Building*

While fluorescent fixtures are less efficient than LED light fixtures, the existing T8 fluorescent fixtures are more efficient than incandescent or T12 fluorescent light sources, as shown in Table #2. Efficacy is the measure of how well a light source produces visible light, also commonly referred to as “lumens per watt”, whereas efficiency is the ratio based on total energy (wattage) consumed versus useful energy out as light. The following Table #2 compares the efficacy and efficiency of T8 fluorescent lamps to other common light sources.

Table #2: Efficacy Of Common Light Sources		
Light Source	Luminous Efficacy (lumens/watt)	Luminous Efficiency (percent)
Incandescent	5-12.6	0.7-1.8%
T12 Fluorescent	60	9%
T8 Fluorescent	80-100	12-15%
T5 Fluorescent	70-104	10-16%
LED	Up to 150	Up to 22%

As a result of the lower efficacy/efficiency values, the existing building has more lighting fixtures and lamps than a modern building would in order to achieve similar illumination levels.

In addition, the State of Maryland now requires that all new construction and major renovation projects comply with the requirements of the International Energy Conservation Code (IECC) and/or ASHRAE 90.1: Energy Standard for Buildings Except Low-Rise Residential Buildings. One such requirement states that the installed interior lighting power, which is commonly referred to as Lighting Power Density (LPD) (or more commonly as watts per square foot), for office buildings shall be no more than 0.82 watts/square foot. Based on the four (4) lamp T8 fixtures, the existing lighting layout would not meet those levels. Therefore we would recommend any new lighting to have an LED light source to comply with current energy codes.

The only exterior lighting is under the overhang of each of the two doors into the building from the street. The lighting fixture is a surface mounted lighting fixture with a compact fluorescent screw-in lamp installed in the fixture as shown in Photograph #14. There is also one light near the top of the building above the door from Market Street, and this light is used to light up the Worcester County Seal installed on the side of the building. Compact fluorescent lamps perform poorly outdoors during cold temperatures. Low mercury content lamps may struggle to turn on, and will take several minutes to warm up to full light output.



*Photograph #14: Exterior Light*

***Lighting Controls:***

All of the building's lighting fixtures in individual spaces are controlled by standard toggle switches. These switches are in fair to good physical condition and appear to be operational as shown in Photograph #15. However, the building is not equipped with any automatic lighting controls, i.e. occupancy/vacancy sensors, relay/control panels, etc. If the lighting in a given space is modified or for all new lighting, ASHRAE 90.1 requires that all interior lighting in that space shall be controlled by an automatic means of turning off the lights after a certain period of space vacancy and/or between night-time hours. Automatic shut-off reduces energy consumption, resulting in a lower electricity bill, and can also extend the life of light sources and drivers/ballasts and reduce maintenance cost.



*Photograph #15: Lighting Switch*

***Life Safety:***

The emergency egress lighting for the building is provided in the building via dual head emergency battery units as shown in Photograph #16. During a power outage, the integral battery would provide emergency lighting for 90 minutes in accordance with requirements of NFPA 101: Life Safety Code. The internal battery units must be tested every 30 days for a minimum of 30 seconds, and annually for a minimum of 90 minutes. Reports of these tests must be maintained on site for review with the Fire Marshal. We did not simulate a power outage to verify if emergency lighting levels were compliant with NFPA 101 requirements. While the interior paths of egress have emergency lighting, there does not appear to be any egress lighting at the exterior doors out of the building, which current codes would require at any new exterior egress doors provided. The exit signs in the building are equipped with integral battery backup and appear to be in good condition as shown in Photograph #17.



*Photograph #16: Emergency Egress Lighting*



*Photograph #17: Exit Sign with Integral Battery Backup*

***Fire Alarm:***

The building is currently protected by a fire alarm system, comprised of a Silent Knight fire alarm control panel shown in Photograph #18, analog initiating devices and notification appliances throughout the building. The initiating devices, e.g. manual pull stations shown in Photograph #19, appear to be in fair to good condition, however, the same were not tested for operation. The notification appliances shown in Photograph #20 are horns/strobes, and also appear original to be in fair to good condition. Based on the existing fire alarm system being in good condition, we would recommend that the existing fire alarm remain.



*Photograph #18: Silent Knight Fire Alarm Control Panel*



*Photograph #19: Initiating Device – Manual Pull Station*



*Photograph #20: Horns/Strobes*

***Security System:***

The building has video surveillance in the lobby on the first floor and on the third floor as shown in Photograph #21. Based on the video surveillance cameras being in good condition we would recommend that the existing video surveillance cameras remain.



***Photograph #21: Video Surveillance Camera***

***Information Technology:***

The building has fiber ran to network gear in the basement from Market Street as shown in Photograph #22. There is an uninterruptable power supply in the basement that will back up the data network for 50 minutes if power to the building is lost. This UPS is manufactured by APC and is shown in Photograph #23. From the basement there is a combination of CAT 5E and CAT 6 cabling up to the individual data outlets in the space. This system appears to be working well but we would recommend that this type of sensitive equipment is kept in a conditioned space instead of an unconditioned space like a basement.



***Photograph #22: Fiber Cabling and Network Gear***



***Photograph #23: Uninterrupted Power Supply***

Due to the existing deficiencies, type of refrigerant, type of heating fuel and age/condition of the existing HVAC systems we would recommend replacement of the same. In order to properly evaluate replacement systems, it is important to calculate the required heating, cooling and ventilation loads associated with the building. In the next section of the report we will review the heating, cooling and ventilation load calculations.

**MECHANICAL CALCULATIONS:**

The existing wall and roof U-values utilized for our heating/cooling load calculations for the Tourism Building are based on the existing conditions observed during our field survey, and are as follows (Existing Architectural Documents were not available at the time of this report):

- Brick Masonry Wall U-Value = 0.269 BTU/hr/°F/ft<sup>2</sup> (approximate R-value of R-3.71 (hr x°F x ft<sup>2</sup>)/BTU)
- Existing Roof U-Value = 0.061 BTU/hr/°F/ft<sup>2</sup> (approximate R-value of R-16.31 (hr x°F x ft<sup>2</sup>)/BTU)

We utilized the following U-values and shading coefficients for the windows in our load calculation:

- Existing Window U-value = 0.595 BTU/hr/°F/ft<sup>2</sup> (approximate R-value of R-1.68 (hr x°F x ft<sup>2</sup>)/BTU)
- Shade Coefficient = 0.746

Based on the following assumptions and ambient outside air conditions/interior conditions, we calculated the required heating and cooling capacity for the Tourism Building:

- Summer interior design conditions = 73-75°F Dry Bulb (+3°F and -3°F accuracy), and 50% (+/- 20%) Relative Humidity.
- Summer ambient design conditions = 95°F Dry Bulb and 78°F Wet Bulb.
- Winter interior design conditions = 70-72°F Dry Bulb (+3°F and -3°F accuracy), and 35% (+/- 20%) Relative Humidity.
- Winter ambient design conditions = 10°F Dry Bulb.
- Ventilation airflow rates as calculated for each Zone (See Appendix).
  - a. Basement and Heat Only Spaces = 0 CFM
  - b. 1<sup>st</sup> Floor Zone (Tourism Office) = 92 CFM
  - c. 2<sup>nd</sup> Floor Zone (Economic Dev. Office) = 103 CFM
  - d. 3<sup>rd</sup> Floor Zone (Sherriff's Office) = 143 CFM

We have summarized the existing block heating, cooling and ventilation loads in Table #3. The detailed load calculations are included in the Appendix of the report.

TABLE #3: HEATING AND COOLING LOAD SUMMARY (in BTU/hr)								
Zone Served	COOLING LOAD				Sq. Ft. per Ton	HEATING LOAD		
	Sensible Load (Btuh)	Total Load (Btuh)	Ventilation Total (Btuh)	Zone Total Cooling Load Btuh (Tons)		Total Load (Btuh)	Ventilation Total (Btuh)	Zone Total Heating Load (Btuh)
<b>Basement/Stair</b>	--	--	--	--	--	24,543	--	<b>24,543</b>
<b>1<sup>st</sup> Floor Zone</b>	33,775	36,828	7,851	<b>44,679</b> (3.7 Tons)	299 S.F./Ton	31,731	8,446	<b>40,177</b>
<b>2<sup>nd</sup> Floor Zone</b>	28,334	32,035	8,789	<b>40,824</b> (3.4 Tons)	328 S.F./Ton	24,909	9,455	<b>34,364</b>
<b>3<sup>rd</sup> Floor Zone</b>	43,934	49,757	12,203	<b>61,960</b> (5.16 Tons)	228.5 S.F./Ton	38,751	13,127	<b>51,878</b>

The relatively “high” cooling and heating loads are associated with the poor insulation R-Values, high infiltration loads (building leakage) and high internal loads (people and computers).

Please note, any final HVAC equipment selections should be based on finalized load calculations and airflow balancing during the design phase of the project.

The next portion of our report will review the Life Cycle Cost Analysis.

### **LIFE CYCLE COST ANALYSIS:**

There are multiple potential new HVAC systems that can serve the Worcester County Tourism Building, but to be of maximum benefit, any replacement HVAC system must meet the following criteria:

1. High energy efficiency;
2. Must be easy to maintain;
3. Must provide code required amount of ventilation airflow for people and spaces;
4. Have the capability to maintain temperature and humidity levels in the space required for comfort and maintain good indoor air quality;
5. Have low life cycle cost;
6. Have long useful service life.

The existing HVAC system is at or nearing the end of its useful service life.

We have evaluated two (2) potential HVAC systems for incorporation into the Worcester County Tourism Building based on the following criteria:

- Availability of cooling/heating energy sources;
- Required mechanical room/ceiling space;
- Installation costs (first costs);
- Service and maintenance costs (annual costs);
- Annual energy costs;
- Fuel Types;
- Maintenance involvement;
- Utility costs.

Based on the above criteria, the following two (2) systems were analyzed for a Life Cycle Cost Analysis for the facility. They are as follows:

System #1. A conventional split system heat pump with packaged DX (direct expansion) cooling/heating coil, electric heat (back up and dehumidification) and direct ventilation airflow through unit. Heat pump units shall have variable speed compressors and ECM (Electro Commutating Motor) fan motors for air handling units.

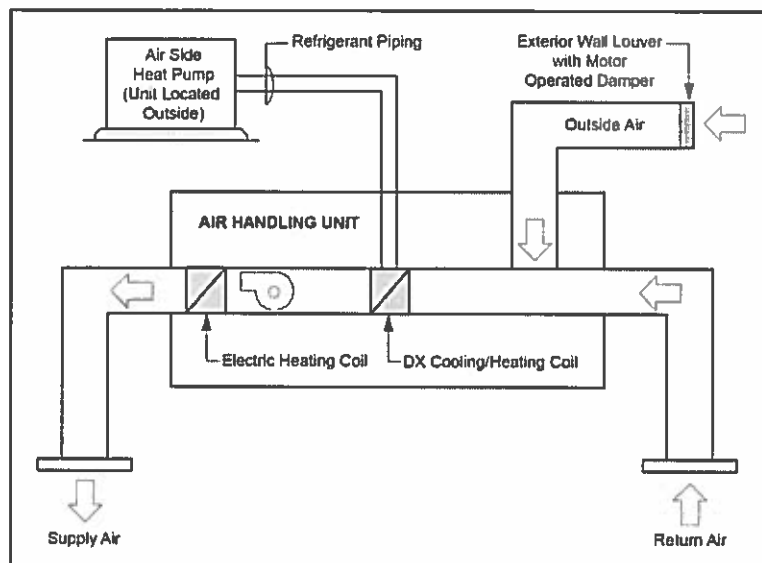
System #2. Air side heat pump variable refrigerant flow (VRF) system. Air side heat pump units would be located on the roof. Heat pumps would be interlocked with ductless type terminal equipment through refrigerant piping. Simultaneously heating and cooling is possible with the VRF systems. All heat pump equipment shall utilize variable speed compressors and fan motors. Ventilation shall be provided directly through the heat pumps via o.a. supply air fan.



The following sections will outline the basic elements of each system.

### SYSTEM #1: AIR-COOLED HEAT PUMP SYSTEM:

The air-cooled heat pump and air handling unit system, as shown in Figure #3 will provide the cooling/heating and required amount of ventilation airflow, respectively. The air handling units would be served by the refrigerant piping system from the air-cooled heat pumps. The heated/cooled air would be delivered through above ceiling ductwork to the spaces within the building and outside air would be provided to the spaces through the air handling units.



***Figure #3—Air-Cooled Heat Pump System Diagram***

Ventilation would be provided by outside air being drawn into the return air duct from an air intake hood or louver. This method of outside air delivery relies on the AHU to fully condition the outside air, which makes it difficult to control humidity. In order to maintain space relative humidity, an electric reheat coil is provided to allow the system to provide dehumidification. Dehumidification is essential due to the outside airflow being delivered through the heat pump units.

The following are the advantages /disadvantages of this system:

#### Advantages:

1. Lowest first cost when compared to System #2.
2. Each floor is served by a dedicated unit. Shut down of one unit does not affect the other areas.
3. Low service and maintenance costs when compared to System #2.
4. Simple system to understand.
5. Technology is familiar to current work force in the area.

#### Disadvantages:

1. Higher operating costs compared to System #2.

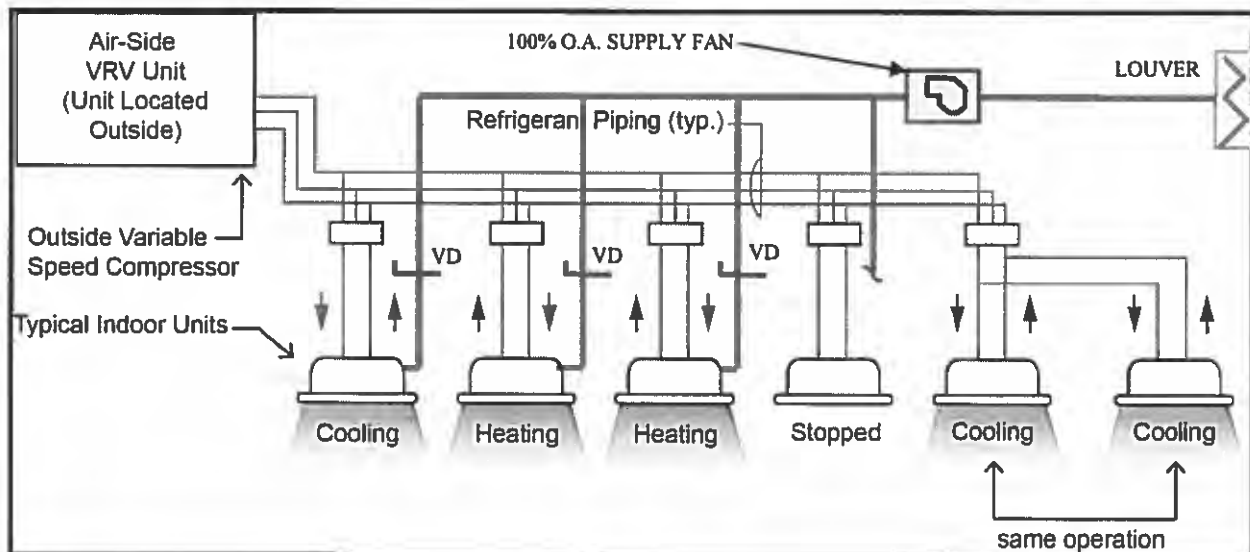
2. Reduced temperature zones associated with single heat pump per floor.
3. Supplemental ductless units required for peaking units.
4. Requires longer ducts than System #2 since ductwork must handle conditioning air with ventilation air.

Next, we will explore System #2, an air cooled VRF heat pump system.

#### SYSTEM #2: AIR COOLED VRF HEAT PUMP SYSTEM:

The air cooled VRV (heat pumps) will provide cooling/heating to all zones/areas of the building. The variable refrigerant volume system allows simultaneous heating and cooling throughout zones by utilizing individual ductless heat pump units. The VRV system is a ductless multi-split system which uses air-cooled remote compressor units which houses a variable speed compressor unit in conjunction with multiple terminal heat pump units. Variable speed compressors are utilized in the VRV heat pump compressor units.

The ducted air distribution network is minimized, and small indoor units are distributed throughout the building. As shown in Figure #4, the VRV system can eliminate most of the required ductwork as the individual indoor units can be small wall, floor, or ceiling mounted ductless cassette styles for each space. As each indoor unit will have its own thermostat, flexibility of control is greatly enhanced. Moreover, the installation only requires refrigerant piping to be routed throughout the facility, which is much smaller and easier to install than water pipes or air ducts having comparable heat transfer capacities.



***Figure #4– Variable Refrigerant Volume System***

A unique feature of the ductless multi-split systems is the ability to transfer the heat removed from one space (while in cooling mode) to another space where it is used for heating. For example: Heat can be taken from a Meeting Room, when in need of cooling due to high occupancy, and used to heat other perimeter spaces when it's cold outside. Or, on a spring morning, heat can be taken from the rooms with South & East exposures, requiring cooling due to the sun shining on them, and used to heat rooms on opposite exposures that are still cold and require heat. By moving unwanted heat from a space needing

cooling to a space needing heating, minimal new energy is expended to create the heat. This approach has the ability to provide simultaneous heating and cooling while saving on energy usage.

Another essential feature of this system is the ability of the system to match system capacity heating and cooling. There is a large variation in the cooling load between the building (as well as spaces in the building) at full occupancy and when the building and spaces inside the building are unoccupied or have reduced occupancy. Due to the variable speed operation of the compressor and the supply fans in a variable refrigerant volume system, the system is able to provide the required reduction in capacity without excessive cycling of the compressor. This prevents the wear and premature failure of equipment associated with the excessive cycling of compressors at part load conditions that are typical of more conventional systems.

**Advantages:**

1. Increased number of zones (temperature control) versus System #1.
2. Digital scroll technology provides reduced operating power at part load.
3. Inherent energy recovery.
4. Lower operating cost when compared to System #1.
5. Smaller and less ductwork required when compared to System #1.

**Disadvantages:**

1. Higher service and maintenance cost when compared to System #1.
2. Higher first cost when compared to System #1.
3. “More complicated” system compared to System #1.
4. Not as familiar to current work force in the area.

Because each system has unique advantages and disadvantages, a life cycle cost analysis was performed on each system which evaluates initial cost, operating costs and maintenance costs associated with each system over a 20 year period.

The initial mechanical installation costs for the two options are tabulated in Table #4.

Table #4: Estimated Initial Mechanical Installation Costs (Not including costs associated with plumbing systems, electrical system upgrades, future additions, or architectural work.)		
System	Mechanical Construction Cost	Cost/Square Foot
<b>System #1: Air Cooled Heat Pump System</b>	<b>\$298,925</b>	<b>\$56.4/S.F.</b>
<b>System #2: Air-Cooled VRF Heat Pump System</b>	<b>\$308,100</b>	<b>\$58.13/S.F.</b>
<i>Note: Mechanical Construction costs indicated above include supporting electrical connection costs and roof structural modifications to accommodate roof mounted condensing units. Cost does NOT include any architectural modifications (ceilings, chases, etc...), bonds, insurance, or contingency that would be required to accommodate the HVAC system installation.</i>		

The next step of the life cycle analysis is to identify the annual operating cost based on energy, service, and maintenance costs. The estimated costs for each of these are summarized below in Table #5

Table #5: Estimated Annual Operating Cost				
System	Annual Energy Cost (\$)	Annual Service Cost (\$)	Annual Maintenance Cost (\$)	Total Annual Operating Cost (\$)
System #1: Air Cooled Heat Pump System	\$8,673	\$1,000	\$1,100	\$10,773
System #2: Air-Cooled VRF Heat Pump System	\$7,807	\$1,700	\$1,500	\$11,007

The final step in the life cycle analysis is to apply a present worth factor to these costs as appropriate for a 20 year life. This factor accounts for escalation in cost of utilities and discount (interest rate) over a 20 year period. Applying the factor to the costs summarized previously yields a total estimated life cycle cost for each system as summarized below.

The total 20-year life cycle cost for System #1 and System #2 are as follows:

- o System #1(Air Cooled Heat Pump System) – 20 year life cycle cost = **\$537,522**
- o System #2 (Air Cooled VRF Heat Pump System) – 20 year life cycle cost = **\$551,880**

From this data the recommended system based on a life cycle cost analysis is the Air Cooled Heat Pump System #1. The air-cooled D/X heat pump system appears to be the overall optimal system due to its lower initial cost and competitive operating costs. The full Life Cycle Cost Analysis can be found in the Appendix.

Next, we will explore the electrical system recommendations.

**ELECTRICAL SYSTEM RECOMMENDATIONS:**

Based on the proposed HVAC changes to the building, we would recommend the following items regarding the electrical system.

***Electrical Distribution System:***

The proposed load of the new HVAC for the Tourism building is 84kVA or 232A at 208V, 3 phase. The existing HVAC units that are being replaced have an approx. load of 18kVA or 50A at 208V, 3 phase. Based on this information, the proposed HVAC system will add an additional 66kVA or 182A at 208V, 3 phase. When we add this new HVAC load to the 67A peak demand that the building currently draws, it results in a total load of 249A, which means the existing 400A service is still adequate to serve the proposed HVAC changes. While the 400A service is adequate, we would recommend that both existing panelboards be replaced with one (1) 400A, 42 circuit panelboard and one (1) 200A 42 circuit panelboard to match what is currently in the basement.

***Generator:***

Based on the current use of the building, there is no need in our opinion to provide an emergency generator to serve this building.

***General Building Power:***

Due to the existing wiring installation not meeting the current version of the National Electrical Code (NEC), we would recommend that all of the exposed nonmetallic sheathed cable be replaced with THWN wire in electrical metallic tubing (EMT). Since the HVAC system is being replaced, new disconnect

switches would be provided at each piece of mechanical equipment with associated wiring back to the new panelboard.

***Lighting:***

As part of this project, we would recommend that the existing lighting in floors 1-3 remain. If any ceilings need to be removed as part of the HVAC project, we would recommend that the lights installed in these ceilings be removed and stored and then reinstalled when the ceiling is installed. We would recommend that the existing strip light in the basement with no cover, be removed and replaced by two (2) LED strip lights with covered lenses.

***Lighting Controls:***

Based on the proposed HVAC changes, there will be no need to provide lighting controls for this project. If the lighting is replaced in any area of the building besides for the basement, then additional lighting controls would need to be provided in those same areas.

***Life Safety:***

Based on the proposed HVAC changes, there will be no need to change the emergency lighting or exit signs for this project.

***Fire Alarm:***

Based on the proposed HVAC changes, the existing fire alarm system will need to be expanded to add duct detectors. The existing fire alarm system is capable of supervising the duct detectors if the duct detectors are powered at 120 volts. If the duct detectors are 24V and powered from the fire alarm panel then the existing fire alarm panel would need to be replaced and upgraded.

***Security System:***

Based on the proposed HVAC changes, there will be no need to change the security system for this project.

***Information Technology:***

Based on the proposed HVAC changes, there will be a need to add three data outlets for and their associated cabling back to the basement for HVAC ATC panels. Other than these data outlets the Information Technology System can remain the same.

Next we will review the implementation HVAC and Electrical System implementation recommendations

**IMPLEMENTATION OF RECOMMENDED SYSTEM**

As a part of this report we also evaluated some additional design considerations for the Worcester County Tourism Building.

To implement the recommended System #1 the following items would also need to be addressed/considered:

1. Demolition of existing walls/chases to allow installation of new ductwork and insulation.
2. Creation of new closets to house the split air handling units.
3. Installation of a roof hatch and ladder to allow for access to the condensing units.
4. Removal and replacement of ceilings to accommodate installation of new ductwork.
5. Sealing of basement wall openings/vents should be completed.
6. Will the building be occupied during construction? Does the construction need to be phased to allow partial occupancy of the facility?

## 7. Does the building contain Asbestos that requires abatement?

The next portion of our report will summarize our findings and conclusions.

**SUMMARY AND CONCLUSIONS**

Based on our review of the HVAC systems for the Worcester County Tourism Building and Life Cycle Cost Analysis, the recommended HVAC system for cooling and heating the building is Option #1 – (Air Cooled D/X Heat Pump System).

We have summarized the construction cost estimates for the HVAC and electrical systems in Table #6.

<b>Table #6: System #1 - Air Cooled DX Split Heat Pump Construction Cost Estimate</b>	
Heating, Ventilating and Air Conditioning	\$298,925
Electrical	\$61,500
25% added for Overhead, Profit, Bonds, Insurance and Design Contingency	\$90,106
<b>Estimated Total Cost of HVAC and Electrical</b>	<b>\$450,531</b>

Please note that the new HVAC and electrical system costs indicated above do not include any of the following:

1. Costs associated with Architectural, Structural, or Engineering design fees;
2. Architectural and general construction costs associated with new finishes, walls, chases, painting, etc... required for installation of new HVAC system;
3. Plumbing or Fire Protection construction costs.

If the project were to move forward, all of the cost items listed above would need to be incorporated into the overall project budget. The costs of the items above are dependent on numerous items including construction contract type, scope of work, etc. and could not be reasonably defined at this time. Again, please note that all of the above items would need to be included in the overall project budget once the scope of work is further defined.

We look forward to reviewing our findings with you at your earliest convenience. Please do not hesitate to call should you have any questions about the report.

Sincerely,

GIPE ASSOCIATES, INC.



R. Adam Kegan, P.E., LEED AP  
Vice President  
RAK/lks

Appendix:

1. Heating, Cooling and Ventilation Calculations
2. Life Cycle Cost Analysis

# APPENDIX 1

## HEATING, COOLING, AND VENTILATING CALCULATIONS

## Air System Sizing Summary for System #1 (1st Floor HP)

Project Name: 18015 - Worcester Tourism Building  
 Prepared by: Gipe Associates, Inc.

04/17/2018  
 11:00AM

### Air System Information

Air System Name <b>System #1 (1st Floor HP)</b>	Number of zones <b>1</b>
Equipment Class <b>SPLT AHU</b>	Floor Area <b>1107.0</b> ft <sup>2</sup>
Air System Type <b>SZCAV</b>	Location <b>Salisbury, Maryland</b>

### Sizing Calculation Information

Calculation Months <b>Jan to Dec</b>	Zone CFM Sizing <b>Sum of space airflow rates</b>
Sizing Data <b>Calculated</b>	Space CFM Sizing <b>Individual peak space loads</b>

### Central Cooling Coil Sizing Data

Total coil load <b>3.5</b> Tons	Load occurs at <b>Aug 1500</b>
Total coil load <b>42.3</b> MBH	OA DB / WB <b>95.0 / 78.0</b> °F
Sensible coil load <b>36.2</b> MBH	Entering DB / WB <b>77.1 / 64.4</b> °F
Coil CFM at Aug 1500 <b>1677</b> CFM	Leaving DB / WB <b>57.1 / 55.9</b> °F
Max block CFM <b>1677</b> CFM	Coil ADP <b>54.8</b> °F
Sum of peak zone CFM <b>1677</b> CFM	Bypass Factor <b>0.100</b>
Sensible heat ratio <b>0.854</b>	Resulting RH <b>50</b> %
CFM/Ton <b>475.3</b>	Design supply temp. <b>55.0</b> °F
ft <sup>2</sup> /Ton <b>313.7</b>	Zone T-stat Check <b>1 of 1</b> OK
BTU/(hr-ft <sup>2</sup> ) <b>38.2</b>	Max zone temperature deviation <b>0.0</b> °F
Water flow @ 10.0 °F rise <b>N/A</b>	

### Central Heating Coil Sizing Data

Max coil load <b>35.8</b> MBH	Load occurs at <b>Des Htg</b>
Coil CFM at Des Htg <b>1677</b> CFM	BTU/(hr-ft <sup>2</sup> ) <b>32.4</b>
Max coil CFM <b>1677</b> CFM	Ent. DB / Lvg DB <b>67.6 / 87.5</b> °F
Water flow @ 20.0 °F drop <b>N/A</b>	

### Supply Fan Sizing Data

Actual max CFM <b>1677</b> CFM	Fan motor BHP <b>0.48</b> BHP
Standard CFM <b>1674</b> CFM	Fan motor kW <b>0.38</b> kW
Actual max CFM/ft <sup>2</sup> <b>1.51</b> CFM/ft <sup>2</sup>	Fan static <b>1.25</b> in wg

### Outdoor Ventilation Air Data

Design airflow CFM <b>92</b> CFM	CFM/person <b>22.90</b> CFM/person
CFM/ft <sup>2</sup> <b>0.08</b> CFM/ft <sup>2</sup>	



## Zone Sizing Summary for System #1 (1st Floor HP)

Project Name: 18015 - Worcester Tourism Building  
 Prepared by: Gipe Associates, Inc.

04/17/2018  
 11:00AM

### Air System Information

Air System Name: System #1 (1st Floor HP)	Number of zones: 1
Equipment Class: SPLT AHU	Floor Area: 1107.0 ft <sup>2</sup>
Air System Type: SZCAV	Location: Salisbury, Maryland

### Sizing Calculation Information

Calculation Months: Jan to Dec	Zone CFM Sizing: Sum of space airflow rates
Sizing Data: Calculated	Space CFM Sizing: Individual peak space loads

### Zone Terminal Sizing Data

Zone Name	Design Supply Airflow (CFM)	Minimum Supply Airflow (CFM)	Zone CFM/ft <sup>2</sup>	Reheat Coil Load (MBH)	Reheat Coil Water gpm @ 20.0 °F	Zone Htg Unit Coil Load (MBH)	Zone Htg Unit Water gpm @ 20.0 °F	Mixing Box Fan Airflow (CFM)
Zone 1	1677	1677	1.51	0.0	-	0.0	-	0

### Zone Peak Sensible Loads

Zone Name	Zone Cooling Sensible (MBH)	Time of Peak Sensible Cooling Load	Zone Heating Load (MBH)	Zone Floor Area (ft <sup>2</sup> )
Zone 1	34.0	Sep 1500	31.7	1107.0

### Space Loads and Airflows

Zone Name / Space Name	Mult.	Cooling Sensible (MBH)	Time of Peak Sensible Load	Air Flow (CFM)	Heating Load (MBH)	Floor Area (ft <sup>2</sup> )	Space CFM/ft <sup>2</sup>
<i>Zone 1</i>							
1-BATHROOM	1	1.9	Jul 1400	96	2.4	64.0	1.50
1-BREAK ROOM	1	4.4	Jul 1700	205	4.1	104.0	1.97
1-LOBBY/VEST	1	7.7	Aug 1600	356	6.9	281.0	1.27
1-OFFICE/LOBBY	1	12.5	Sep 1400	578	8.3	453.0	1.28
1-OFFICE-1	1	9.3	Sep 1400	432	9.8	167.0	2.59
1-STORAGE	1	0.2	Jul 1500	11	0.2	38.0	0.28

Ventilation Sizing Summary for System #1 (1st Floor HP)

Building

04/17/2018  
11:00AM

ASHRAE Std 62.1-2016

Heating operation

1.000

87 CFM

0.945

92 CFM

	Supply Air (CFM)	Space Floor Area (ft <sup>2</sup> )	Area Outdoor Air Rate (CFM/ft <sup>2</sup> )	Time Averaged Occupancy (Occupants)	People Outdoor Air Rate (CFM/person)	Air Distribution Effectiveness	Space Outdoor Air (CFM)	Breathing Zone Outdoor Air (CFM)	Space Ventilation Efficiency
ult.	(Vpz)	(Az)	(Ra)	(Pz)	(Rp)	(Ez)	(Voz)	(Vbz)	(Evz)
1	96	64.0	0.00	0.0	0.00	0.8	0	0	1.052
1	205	104.0	0.12	1.0	5.00	0.8	22	17	0.945
1	356	281.0	0.06	0.0	5.00	0.8	21	17	0.992
1	578	453.0	0.06	2.0	5.00	0.8	46	37	0.971
1	432	167.0	0.06	1.0	5.00	0.8	19	15	1.008
1	11	38.0	0.00	0.0	0.00	0.8	0	0	1.052
	<b>1677</b>							<b>87</b>	<b>0.945</b>

## Air System Design Load Summary for System #1 (1st Floor HP)

Project Name: 18015 - Worcester Tourism Building  
 Prepared by: Gipe Associates, Inc.

04/17/2018  
 11:00AM

	DESIGN COOLING			DESIGN HEATING		
	COOLING DATA AT Aug 1500			HEATING DATA AT DES HTG		
	COOLING OA DB / WB 95.0 °F / 78.0 °F			HEATING OA DB / WB 10.0 °F / 8.0 °F		
ZONE LOADS	Details	Sensible (BTU/hr)	Latent (BTU/hr)	Details	Sensible (BTU/hr)	Latent (BTU/hr)
Window & Skylight Solar Loads	273 ft <sup>2</sup>	12872	-	273 ft <sup>2</sup>	-	-
Wall Transmission	484 ft <sup>2</sup>	3044	-	484 ft <sup>2</sup>	8078	-
Roof Transmission	0 ft <sup>2</sup>	0	-	0 ft <sup>2</sup>	0	-
Window Transmission	273 ft <sup>2</sup>	2703	-	273 ft <sup>2</sup>	10063	-
Skylight Transmission	0 ft <sup>2</sup>	0	-	0 ft <sup>2</sup>	0	-
Door Loads	0 ft <sup>2</sup>	0	-	0 ft <sup>2</sup>	0	-
Floor Transmission	1107 ft <sup>2</sup>	2928	-	1107 ft <sup>2</sup>	5646	-
Partitions	0 ft <sup>2</sup>	0	-	0 ft <sup>2</sup>	0	-
Ceiling	0 ft <sup>2</sup>	0	-	0 ft <sup>2</sup>	0	-
Overhead Lighting	2112 W	7206	-	0	0	-
Task Lighting	0 W	0	-	0	0	-
Electric Equipment	724 W	2470	-	0	0	-
People	4	920	480	0	0	0
Infiltration	-	1632	2573	-	5059	0
Miscellaneous	-	0	0	-	0	0
Safety Factor	0% / 0%	0	0	10%	2885	0
>> Total Zone Loads	-	33775	3053	-	31731	0
Zone Conditioning	-	33008	3053	-	31109	0
Plenum Wall Load	0%	0	-	0	0	-
Plenum Roof Load	0%	0	-	0	0	-
Plenum Lighting Load	0%	0	-	0	0	-
Return Fan Load	1677 CFM	0	-	1677 CFM	0	-
Ventilation Load	92 CFM	1873	3114	92 CFM	6020	0
Supply Fan Load	1677 CFM	1291	-	1677 CFM	-1291	-
Space Fan Coil Fans	-	0	-	-	0	-
Duct Heat Gain / Loss	0%	0	-	0%	0	-
>> Total System Loads	-	36171	6167	-	35838	0
Central Cooling Coil	-	36171	6168	-	0	0
Central Heating Coil	-	0	-	-	35838	-
Terminal Reheat Coils	-	0	-	-	0	-
>> Total Conditioning	-	36171	6168	-	35838	0
Key:	Positive values are clg loads Negative values are htg loads			Positive values are htg loads Negative values are clg loads		

**Air System Sizing Summary for System #1 (2nd floor HP)**

Project Name: 18015 - Worcester Tourism Building  
 Prepared by: Gipe Associates, Inc.

04/17/2018  
 11.00AM

**Air System Information**

Air System Name	System #1 (2nd floor HP)	Number of zones	1
Equipment Class	SPLT AHU	Floor Area	1118.0 ft <sup>2</sup>
Air System Type	SZCAV	Location	Salisbury, Maryland

**Sizing Calculation Information**

Calculation Months	Jan to Dec	Zone CFM Sizing	Sum of space airflow rates
Sizing Data	Calculated	Space CFM Sizing	Individual peak space loads

**Central Cooling Coil Sizing Data**

Total coil load	3.2 Tons	Load occurs at	Aug 1400
Total coil load	37.9 MBH	OA DB / WB	94.4 / 77.9 °F
Sensible coil load	30.7 MBH	Entering DB / WB	77.6 / 64.9 °F
Coil CFM at Aug 1400	1372 CFM	Leaving DB / WB	56.8 / 55.6 °F
Max block CFM	1372 CFM	Coil ADP	54.5 °F
Sum of peak zone CFM	1372 CFM	Bypass Factor	0.100
Sensible heat ratio	0.812	Resulting RH	50 %
CFM/Ton	434.8	Design supply temp.	55.0 °F
ft <sup>2</sup> /Ton	354.3	Zone T-stat Check	1 of 1 OK
BTU/(hr-ft <sup>2</sup> )	33.9	Max zone temperature deviation	0.0 °F
Water flow @ 10.0 °F rise	N/A		

**Central Heating Coil Sizing Data**

Max coil load	30.7 MBH	Load occurs at	Des Htg
Coil CFM at Des Htg	1372 CFM	BTU/(hr-ft <sup>2</sup> )	27.4
Max coil CFM	1372 CFM	Ent. DB / Lvg DB	66.5 / 87.3 °F
Water flow @ 20.0 °F drop	N/A		

**Supply Fan Sizing Data**

Actual max CFM	1372 CFM	Fan motor BHP	0.39 BHP
Standard CFM	1370 CFM	Fan motor kW	0.31 kW
Actual max CFM/ft <sup>2</sup>	1.23 CFM/ft <sup>2</sup>	Fan static	1.25 in wg

**Outdoor Ventilation Air Data**

Design airflow CFM	103 CFM	CFM/person	14.66 CFM/person
CFM/ft <sup>2</sup>	0.09 CFM/ft <sup>2</sup>		

## Zone Sizing Summary for System #1 (2nd floor HP)

Project Name: 18015 - Worcester Tourism Building  
 Prepared by: Gipe Associates, Inc.

04/17/2018  
 11:00AM

### Air System Information

Air System Name .....	System #1 (2nd floor HP)	Number of zones .....	1
Equipment Class .....	SPLT AHU	Floor Area .....	1118.0 ft <sup>2</sup>
Air System Type .....	SZCAV	Location .....	Salisbury, Maryland

### Sizing Calculation Information

Calculation Months .....	Jan to Dec	Zone CFM Sizing .....	Sum of space airflow rates
Sizing Data .....	Calculated	Space CFM Sizing .....	Individual peak space loads

### Zone Terminal Sizing Data

Zone Name	Design Supply Airflow (CFM)	Minimum Supply Airflow (CFM)	Zone CFM/ft <sup>2</sup>	Reheat Coil Load (MBH)	Reheat Coil Water gpm @ 20.0 °F	Zone Htg Unit Coil Load (MBH)	Zone Htg Unit Water gpm @ 20.0 °F	Mixing Box Fan Airflow (CFM)
Zone 1	1372	1372	1.23	0.0	-	0.0	-	0

### Zone Peak Sensible Loads

Zone Name	Zone Cooling Sensible (MBH)	Time of Peak Sensible Cooling Load	Zone Heating Load (MBH)	Zone Floor Area (ft <sup>2</sup> )
Zone 1	28.3	Aug 1400	24.9	1118.0

### Space Loads and Airflows

Zone Name / Space Name	Mult.	Cooling Sensible (MBH)	Time of Peak Sensible Load	Air Flow (CFM)	Heating Load (MBH)	Floor Area (ft <sup>2</sup> )	Space CFM/ft <sup>2</sup>
<i>Zone 1</i>							
2-BATHROOM	1	1.7	Jul 1400	81	2.0	47.0	1.73
2-OFFICE-2	1	7.6	Jul 1400	353	5.9	327.0	1.08
2-OFFICE-3	1	7.7	Sep 1400	357	7.8	205.0	1.74
2-OFFICE-4	1	6.0	Sep 1400	280	4.1	205.0	1.37
2-OPEN OFFICE-1	1	6.5	Jul 1500	300	5.0	334.0	0.90

Ventilation Sizing Summary for System #1 (2nd floor HP)

Building

04/17/2018  
11:00AM

ASHRAE Std 62.1-2016

Heating operation

1.000

99 CFM

0.967

103 CFM

	Supply Air (CFM)	Space Floor Area (ft <sup>2</sup> )	Area Outdoor Air Rate (CFM/ft <sup>2</sup> )	Time Averaged Occupancy (Occupants)	People Outdoor Air Rate (CFM/person)	Air Distribution Effectiveness	Space Outdoor Air (CFM)	Breathing Zone Outdoor Air (CFM)	Space Ventilation Efficiency
ult.	(Vpz)	(Az)	(Ra)	(Pz)	(Rp)	(Ez)	(Voz)	(Vbz)	(Evz)
1	81	47.0	0.00	0.0	0.00	0.8	0	0	1.072
1	353	327.0	0.06	2.0	5.00	0.8	37	30	0.967
1	357	205.0	0.06	2.0	5.00	0.8	28	22	0.994
1	280	205.0	0.06	2.0	5.00	0.8	28	22	0.973
1	300	334.0	0.06	1.0	5.00	0.8	31	25	0.968
	<b>1372</b>							<b>99</b>	<b>0.967</b>

## Air System Design Load Summary for System #1 (2nd floor HP)

Project Name: 18015 - Worcester Tourism Building  
 Prepared by: Gipe Associates, Inc.

04/17/2018  
 11:00AM

	DESIGN COOLING			DESIGN HEATING		
	COOLING DATA AT Aug 1400			HEATING DATA AT DES HTG		
	COOLING OA DB / WB 94.4 °F / 77.9 °F			HEATING OA DB / WB 10.0 °F / 8.0 °F		
ZONE LOADS	Details	Sensible (BTU/hr)	Latent (BTU/hr)	Details	Sensible (BTU/hr)	Latent (BTU/hr)
Window & Skylight Solar Loads	162 ft²	7032	-	162 ft²	-	-
Wall Transmission	667 ft²	5271	-	667 ft²	11132	-
Roof Transmission	0 ft²	0	-	0 ft²	0	-
Window Transmission	162 ft²	1545	-	162 ft²	5972	-
Skylight Transmission	0 ft²	0	-	0 ft²	0	-
Door Loads	0 ft²	0	-	0 ft²	0	-
Floor Transmission	0 ft²	0	-	0 ft²	0	-
Partitions	0 ft²	0	-	0 ft²	0	-
Ceiling	0 ft²	0	-	0 ft²	0	-
Overhead Lighting	2189 W	7469	-	0	0	-
Task Lighting	0 W	0	-	0	0	-
Electric Equipment	1071 W	3654	-	0	0	-
People	7	1625	925	0	0	0
Infiltration	-	1737	2776	-	5541	0
Miscellaneous	-	0	0	-	0	0
Safety Factor	0% / 0%	0	0	10%	2264	0
>> Total Zone Loads	-	28334	3701	-	24909	0
Zone Conditioning	-	27661	3701	-	24959	0
Plenum Wall Load	0%	0	-	0	0	-
Plenum Roof Load	0%	0	-	0	0	-
Plenum Lighting Load	0%	0	-	0	0	-
Return Fan Load	1372 CFM	0	-	1372 CFM	0	-
Ventilation Load	103 CFM	2015	3436	103 CFM	6758	0
Supply Fan Load	1372 CFM	1056	-	1372 CFM	-1056	-
Space Fan Coil Fans	-	0	-	-	0	-
Duct Heat Gain / Loss	0%	0	-	0%	0	-
>> Total System Loads	-	30732	7137	-	30662	0
Central Cooling Coil	-	30732	7138	-	0	0
Central Heating Coil	-	0	-	-	30662	-
Terminal Reheat Coils	-	0	-	-	0	-
>> Total Conditioning	-	30732	7138	-	30662	0
Key:	Positive values are clg loads Negative values are htg loads			Positive values are htg loads Negative values are clg loads		

## Air System Sizing Summary for System #1 (3rd Floor HP)

Project Name: 18015 - Worcester Tourism Building  
 Prepared by: Gipe Associates, Inc.

04/17/2018  
 11:00AM

### Air System Information

Air System Name <b>System #1 (3rd Floor HP)</b>	Number of zones <b>1</b>
Equipment Class <b>SPLT AHU</b>	Floor Area <b>1179.0 ft<sup>2</sup></b>
Air System Type <b>SZCAV</b>	Location <b>Salisbury, Maryland</b>

### Sizing Calculation Information

Calculation Months <b>Jan to Dec</b>	Zone CFM Sizing <b>Sum of space airflow rates</b>
Sizing Data <b>Calculated</b>	Space CFM Sizing <b>Individual peak space loads</b>

### Central Cooling Coil Sizing Data

Total coil load <b>4.9 Tons</b>	Load occurs at <b>Jul 1500</b>
Total coil load <b>58.2 MBH</b>	OA DB / WB <b>95.0 / 78.0 °F</b>
Sensible coil load <b>47.6 MBH</b>	Entering DB / WB <b>77.4 / 64.8 °F</b>
Coil CFM at Jul 1500 <b>2138 CFM</b>	Leaving DB / WB <b>56.8 / 55.6 °F</b>
Max block CFM <b>2138 CFM</b>	Coil ADP <b>54.5 °F</b>
Sum of peak zone CFM <b>2138 CFM</b>	Bypass Factor <b>0.100</b>
Sensible heat ratio <b>0.818</b>	Resulting RH <b>51 %</b>
CFM/Ton <b>440.8</b>	Design supply temp. <b>55.0 °F</b>
ft <sup>3</sup> /Ton <b>243.1</b>	Zone T-stat Check <b>1 of 1 OK</b>
BTU/(hr·ft <sup>2</sup> ) <b>49.4</b>	Max zone temperature deviation <b>0.0 °F</b>
Water flow @ 10.0 °F rise <b>N/A</b>	

### Central Heating Coil Sizing Data

Max coil load <b>45.9 MBH</b>	Load occurs at <b>Des Htg</b>
Coil CFM at Des Htg <b>2138 CFM</b>	BTU/(hr·ft <sup>2</sup> ) <b>38.9</b>
Max coil CFM <b>2138 CFM</b>	Ent. DB / Lvg DB <b>66.9 / 86.8 °F</b>
Water flow @ 20.0 °F drop <b>N/A</b>	

### Supply Fan Sizing Data

Actual max CFM <b>2138 CFM</b>	Fan motor BHP <b>0.61 BHP</b>
Standard CFM <b>2134 CFM</b>	Fan motor kW <b>0.48 kW</b>
Actual max CFM/R <sup>2</sup> <b>1.81 CFM/ft<sup>2</sup></b>	Fan static <b>1.25 in wg</b>

### Outdoor Ventilation Air Data

Design airflow CFM <b>143 CFM</b>	CFM/person <b>8.40 CFM/person</b>
CFM/ft <sup>2</sup> <b>0.12 CFM/ft<sup>2</sup></b>	



**Zone Sizing Summary for System #1 (3rd Floor HP)**

Project Name: 18015 - Worcester Tourism Building  
 Prepared by: Gipe Associates, Inc.

04/17/2018  
 11:00AM

**Air System Information**

Air System Name ..... System #1 (3rd Floor HP)      Number of zones ..... 1  
 Equipment Class ..... SPLT AHU      Floor Area ..... 1179.0 ft<sup>2</sup>  
 Air System Type ..... SZCAV      Location ..... Salisbury, Maryland

**Sizing Calculation Information**

Calculation Months ..... Jan to Dec      Zone CFM Sizing ..... Sum of space airflow rates  
 Sizing Data ..... Calculated      Space CFM Sizing ..... Individual peak space loads

**Zone Terminal Sizing Data**

Zone Name	Design Supply Airflow (CFM)	Minimum Supply Airflow (CFM)	Zone CFM/ft <sup>2</sup>	Reheat Coil Load (MBH)	Reheat Coil Water gpm @ 20.0 °F	Zone Htg Unit Coil Load (MBH)	Zone Htg Unit Water gpm @ 20.0 °F	Mixing Box Fan Airflow (CFM)
Zone 1	2138	2138	1.81	0.0	-	0.0	-	0

**Zone Peak Sensible Loads**

Zone Name	Zone Cooling Sensible (MBH)	Time of Peak Sensible Cooling Load	Zone Heating Load (MBH)	Zone Floor Area (ft <sup>2</sup> )
Zone 1	44.1	Aug 1500	38.8	1179.0

**Space Loads and Airflows**

Zone Name / Space Name	Mult.	Cooling Sensible (MBH)	Time of Peak Sensible Load	Air Flow (CFM)	Heating Load (MBH)	Floor Area (ft <sup>2</sup> )	Space CFM/ft <sup>2</sup>
Zone 1							
3-BATHROOM	1	2.6	Jul 1500	189	4.7	66.0	2.86
3-KITCHEN	1	5.4	Jul 1400	251	5.8	175.0	1.43
3-OFFICE/MONITOR	1	3.7	Jul 1400	170	2.8	69.0	2.47
3-OFFICE-2	1	7.5	Aug 1400	349	8.1	150.0	2.33
3-OPEN OFFICE-1	1	25.4	Aug 1600	1179	17.3	719.0	1.64

Ventilation Sizing Summary for System #1 (3rd Floor HP)

Building

04/17/2018  
11:00AM

ASHRAE Std 62.1-2016

Heating operation

1.000

136 CFM

0.954

143 CFM

Unit	Supply Air (CFM) (Vpz)	Space Floor Area (ft²) (Az)	Area Outdoor Air Rate (CFM/ft²) (Ra)	Time Averaged Occupancy (Occupants) (Pz)	People Outdoor Air Rate (CFM/person) (Rp)	Air Distribution Effectiveness (Ez)	Space Outdoor Air (CFM) (Voz)	Breathing Zone Outdoor Air (CFM) (Vbz)	Space Ventilation Efficiency (Evz)
1	189	66.0	0.00	0.0	0.00	0.8	0	0	1.064
1	251	175.0	0.00	1.0	0.00	0.8	0	0	1.064
1	170	69.0	0.06	2.0	5.00	0.8	18	14	0.960
1	349	150.0	0.06	2.0	5.00	0.8	24	19	0.996
1	1179	719.0	0.06	12.0	5.00	0.8	129	103	0.954
	<b>2138</b>							<b>136</b>	<b>0.954</b>

## Air System Design Load Summary for System #1 (3rd Floor HP)

Project Name: 18015 - Worcester Tourism Building  
 Prepared by: Gipe Associates, Inc.

04/17/2018  
 11.00AM

	DESIGN COOLING			DESIGN HEATING		
	COOLING DATA AT Jul 1500			HEATING DATA AT DES HTG		
	COOLING OA DB / WB 95.0 °F / 78.0 °F			HEATING OA DB / WB 10.0 °F / 8.0 °F		
ZONE LOADS	Details	Sensible (BTU/hr)	Latent (BTU/hr)	Details	Sensible (BTU/hr)	Latent (BTU/hr)
Window & Skylight Solar Loads	216 ft²	9188	-	216 ft²	-	-
Wall Transmission	913 ft²	6296	-	913 ft²	15238	-
Roof Transmission	1179 ft²	5426	-	1179 ft²	4483	-
Window Transmission	216 ft²	2138	-	216 ft²	7962	-
Skylight Transmission	0 ft²	0	-	0 ft²	0	-
Door Loads	0 ft²	0	-	0 ft²	0	-
Floor Transmission	0 ft²	0	-	0 ft²	0	-
Partitions	0 ft²	0	-	0 ft²	0	-
Ceiling	0 ft²	0	-	0 ft²	0	-
Overhead Lighting	2292 W	7820	-	0	0	-
Task Lighting	0 W	0	-	0	0	-
Electric Equipment	1970 W	6722	-	0	0	-
People	17	3910	2040	0	0	0
Infiltration	-	2434	3783	-	7546	0
Miscellaneous	-	0	0	-	0	0
Safety Factor	0% / 0%	0	0	10%	3523	0
>> Total Zone Loads	-	43934	5823	-	38751	0
Zone Conditioning	-	43061	5823	-	38119	0
Plenum Wall Load	0%	0	-	0	0	-
Plenum Roof Load	0%	0	-	0	0	-
Plenum Lighting Load	0%	0	-	0	0	-
Return Fan Load	2138 CFM	0	-	2138 CFM	0	-
Ventilation Load	143 CFM	2897	4784	143 CFM	9388	0
Supply Fan Load	2138 CFM	1646	-	2138 CFM	-1646	-
Space Fan Coil Fans	-	0	-	-	0	-
Duct Heat Gain / Loss	0%	0	-	0%	0	-
>> Total System Loads	-	47605	10607	-	45860	0
Central Cooling Coil	-	47605	10605	-	0	0
Central Heating Coil	-	0	-	-	45860	-
Terminal Reheat Coils	-	0	-	-	0	-
>> Total Conditioning	-	47605	10605	-	45860	0
Key:	Positive values are clg loads Negative values are htg loads			Positive values are htg loads Negative values are clg loads		

## Dedicated Outdoor Air System (DOAS) Sizing Summary for System #1 (Heat Only)

Project Name: 18015 - Worcester Tourism Building  
Prepared by: Gipe Associates, Inc.

04/17/2018  
11:00AM

### Air System Information

Air System Name	System #1 (Heat Only)	Number of zones	1
Equipment Class	TERM	Floor Area	992.0 ft <sup>2</sup>
Air System Type	PKG-FC	Location	Salisbury, Maryland

### Sizing Calculation Information

Calculation Months	Jan to Dec	Zone CFM Sizing	Sum of space airflow rates
Sizing Data	Calculated	Space CFM Sizing	Individual peak space loads

NOTE: No other data is applicable for a Terminal Units air system without a Dedicated Outdoor Air System (DOAS).

## Zone Sizing Summary for System #1 (Heat Only)

Project Name: 18015 - Worcester Tourism Building  
 Prepared by: Gipe Associates, Inc.

04/17/2018  
 11:00AM

### Air System Information

Air System Name: System #1 (Heat Only)	Number of zones: 1
Equipment Class: TERM	Floor Area: 992.0 ft <sup>2</sup>
Air System Type: PKG-FC	Location: Salisbury, Maryland

### Sizing Calculation Information

Calculation Months: Jan to Dec	Zone CFM Sizing: Sum of space airflow rates
Sizing Data: Calculated	Space CFM Sizing: Individual peak space loads

### Terminal Unit Sizing Data - Cooling

Zone Name	Total Coil Load (MBH)	Sens Coil Load (MBH)	Coil Entering DB / WB (°F)	Coil Leaving DB / WB (°F)	Water Flow @ 10.0 °F (gpm)	Time of Peak Coil Load	Zone CFM/ft <sup>2</sup>
Zone 1	0.0	0.0	-1.0 / -1.0	-1.0 / -1.0	0.00	Des 0000	0.92

### Terminal Unit Sizing Data - Heating, Fan, Ventilation

Zone Name	Heating Coil Load (MBH)	Heating Coil Ent/Lvg DB (°F)	Htg Coil Water Flow @20.0 °F (gpm)	Fan Design Airflow (CFM)	Fan Motor (BHP)	Fan Motor (kW)	OA Vent Design Airflow (CFM)
Zone 1	23.9	68.8 / 95.0	-	911	0.067	0.053	0

### Zone Peak Sensible Loads

Zone Name	Zone Cooling Sensible (MBH)	Time of Peak Sensible Cooling Load	Zone Heating Load (MBH)	Zone Floor Area (ft <sup>2</sup> )
Zone 1	16.5	Jul 1700	24.5	992.0

### Space Loads and Airflows

Zone Name / Space Name	Mult.	Cooling Sensible (MBH)	Time of Peak Sensible Load	Air Flow (CFM)	Heating Load (MBH)	Floor Area (ft <sup>2</sup> )	Space CFM/ft <sup>2</sup>
<i>Zone 1</i>							
1-STAIR	1	9.7	Jul 1700	598	16.1	178.0	3.36
B-BASEMENT AND CRAWL	1	5.7	Jul 2100	257	6.9	660.0	0.39
B-BOILER ROOM	1	0.8	Jul 1800	56	1.5	102.0	0.54
B-ELEV. MACHINE RM	1	0.5	Jan 2300	0	0.0	52.0	0.00

Ventilation Sizing Summary for System #1 (Heat Only)

Building

04/17/2018  
11.00AM

Sum of Space OA Airflows

Mult.	Floor Area (ft²)	Maximum Occupants	Maximum Supply Air (CFM)	Required Outdoor Air (CFM/person)	Required Outdoor Air (CFM/ft²)	Required Outdoor Air (CFM)	Required Outdoor Air (% of supply)	Uncorrected Outdoor Air (CFM)
1	178.0	0.0	598.3	0.00	0.00	0.0	0.0	0.0
1	660.0	0.0	256.9	0.00	0.00	0.0	0.0	0.0
1	102.0	0.0	55.6	0.00	0.00	0.0	0.0	0.0
1	52.0	0.0	0.0	0.00	0.00	0.0	0.0	0.0
			910.7					0.0

## Air System Design Load Summary for System #1 (Heat Only)

Project Name: 18015 - Worcester Tourism Building  
 Prepared by: Gipe Associates, Inc.

04/17/2018  
 11.00AM

	DESIGN COOLING			DESIGN HEATING		
	NO COOLING DATA			HEATING DATA AT DES HTG		
	NO COOLING GA DB / WB			HEATING GA DB / WB 10.0 °F / 8.0 °F		
	Details	Sensible (BTU/hr)	Latent (BTU/hr)	Details	Sensible (BTU/hr)	Latent (BTU/hr)
<b>ZONE LOADS</b>						
Window & Skylight Solar Loads	43 ft²			43 ft²		
Wall Transmission	522 ft²			522 ft²	8431	
Roof Transmission	178 ft²			178 ft²	655	
Window Transmission	43 ft²			43 ft²	1534	
Skylight Transmission	0 ft²			0 ft²	0	
Door Loads	0 ft²			0 ft²	0	
Floor Transmission	992 ft²			992 ft²	6194	
Partitions	0 ft²			0 ft²	0	
Ceiling	0 ft²			0 ft²	0	
Overhead Lighting				0	0	
Task Lighting				0	0	
Electric Equipment				0	0	
People				0	0	0
Infiltration					5498	0
Miscellaneous					0	0
Safety Factor	0% / 0%			10%	2231	0
<b>&gt;&gt; Total Zone Loads</b>					<b>24543</b>	<b>0</b>
Zone Conditioning					24035	0
Plenum Wall Load	0%			0	0	
Plenum Roof Load	0%			0	0	
Plenum Lighting Load	0%			0	0	
Exhaust Fan Load				0 CFM	0	
Ventilation Load				0 CFM	0	0
Ventilation Fan Load				0 CFM	0	
Space Fan Coil Fans					-169	
Duct Heat Gain / Loss	0%			0%	0	
<b>&gt;&gt; Total System Loads</b>					<b>23866</b>	<b>0</b>
Terminal Unit Cooling					0	0
Terminal Unit Heating					23866	
Terminal Reheat Coils					23866	
<b>&gt;&gt; Total Conditioning</b>					<b>23866</b>	<b>0</b>
<b>Key:</b>	<b>Positive values are ckg loads</b>			<b>Positive values are htg loads</b>		
	<b>Negative values are htg loads</b>			<b>Negative values are ckg loads</b>		

APPENDIX 2

LIFE CYCLE COST ANALYSIS



WORCESTER CO. TOURISM BUILDING

IV. LIFE CYCLE COST ANALYSIS - SYSTEM DESCRIPTION

PROJECT: WORCESTER CO. TOURISM BUILDING LOCATION: SNOW HILL, MARYLAND	USING AGENCY WORCESTER COUNTY	DATE:  4/14/2018
--	----------------------------------	------------------------

BY: R. ADAM KEGAN, P.E.

**SYSTEM DESCRIPTION**

**BASE SYSTEM (SYSTEM #1) AIR COOLED HEAT PUMPS**

Air cooled split system heat pump air handling units with DX cooling/heating. Ventilation airflow shall be direct through the split system heat pump air handling units. Electric back up heating coils provided. Heat pumps shall utilize variable speed compressors and variable speed supply air fans. Switch operated exhaust fans shall be provided in the bathrooms

**SYSTEM #2 AIR COOLED VRF HEAT PUMP SYSTEM WITH HEAT RECOVERY AND DIRECT VENTILATION**

Air side heat pump variable refrigerant flow (VRF) system. Air side heat pump units are located on the roof. Heat pumps are interlocked with ductless type terminal equipment through refrigerant piping. Simultaneous heating and cooling is possible with the VRF system. All heat pump equipment utilizes variable speed compressors and fan motors. Direct ventilation is provided to the ceiling cassette heat pump units through supply fan. Switch operated exhaust fans shall be provided in the bathrooms

**SYSTEM #3 NOT USED**

WORCESTER CO. TOURISM BUILDING

V. ENERGY COST ESTIMATE:

A. COST OF ENERGY

ENERGY TYPE	ESTIMATED AVERAGE UNIT COST	ESCALATION RATE
ELECTRIC ENERGY CHARGE	<u>0.109</u> \$ PER KWH* (WINTER)	_____
	<u>0.109</u> \$ PER KWH* (SUMMER)	_____
DEMAND CHARGE	<u>3.6</u> \$ PER KW (WINTER)	_____
	<u>3.6</u> \$ PER KW (SUMMER)	_____
STEAM ENERGY CHARGE	_____ \$ PER MLB (winter)	_____
	_____ \$ PER MLB (summer)	_____
STEAM DEMAND CHARGE	_____ \$ PER MLB (winter)	_____
	_____ \$ PER MLB (summer)	_____
PROPANE GAS	_____ \$ PER THERM	_____
FUEL OIL	_____ \$ PER GALLON	_____
COAL	_____ \$ PER TON	_____
NATURAL GAS	_____ \$ PER THERM	_____
	_____ \$ PER	_____

UTILITY SUMMER RATE MONTHS: June TO August

UTILITY WINTER RATE MONTHS: September TO May

USEFUL EQUIPMENT LIFE: 20 YEARS (N)

DISCOUNT RATE: 0.04 (D)

ESCALATION RATE: 0.05 (E)

PRESENT WORTH FACTOR: 22.15 PW

$$PW = \frac{1 + E}{D - E} \times \left( \left( \frac{1 + E}{1 + D} \right)^N - 1 \right)$$

WORCESTER CO. TOURISM BUILDING

VI. INITIAL COST ESTIMATE

ITEM	SYSTEM #1	SYSTEM #2
	(VFD HEAT PUMP AND DIRECT O.A.)	(AIR SIDE VRV AND DIRECT O.A.)
<b>SALISBURY UNIVERSITY ALUMNI HOUSE</b>		
MECHANICAL INSULATION	\$26,500	\$34,450
SPLIT SYSTEM HEAT PUMP UNITS	\$31,800	\$0
VRF HEAT PUMP SYSTEM	\$0	\$53,000
REFRIGERATION	\$15,900	\$47,700
LOUVERS/INTAKES	\$21,200	\$21,200
UNIT HEATERS	\$9,275	\$9,275
POWER VENTILATORS	\$10,600	\$10,600
DUCTWORK	\$42,400	\$26,500
AIR OUTLETS/INLETS	\$15,900	\$0
ATC CONTROLS	\$34,450	\$39,750
TESTING/BALANCING	\$10,600	\$11,925
	\$0	\$0
DEMOLITION OF EXISTING HVAC	\$10,600	\$10,600
ELECTRICAL CONNECTIONS	\$15,900	\$26,500
DUCTLESS SPLIT SYSTEMS	\$21,200	\$0
ELEV. MACHINE ROOM UNIT	\$10,600	\$10,600
	\$0	\$0
	\$0	\$0
	\$0	\$0
	\$0	\$0
	\$0	\$0
	\$0	\$0
	\$0	\$0
	\$0	\$0
	\$0	\$0
	\$0	\$0
	\$0	\$0
<b>GRAND TOTAL</b>	<b>\$276,925</b>	<b>\$302,100</b>

WORCESTER CO. TOURISM BUILDING

VII. ANNUAL COST

SYSTEM #: 1

A. ENERGY (TOTAL BUILDING ENERGY)

ENERGY SOURCE	UNIT OF MEASURE	ENERGY CONSUMPTION	ENERGY COST	DEMAND CHARGE	TOTAL ENERGY COST
ELECTRIC (year)	KWH	70,194	\$7,651	\$1,022	\$8,673
ELECTRIC	KWH			\$0	\$0
GAS (year)	MCF OR THERM				\$0
GAS	MCF OR THERM				\$0
STEAM (Winter)	MLB/HR				\$0
STEAM (Summer)	MLB/HR				\$0
FUEL OIL	GALLONS			\$0	\$0
COAL	TON				\$0
OTHERS PROPANE	GALLON				\$0

GRAND TOTAL \$8,673

WORCESTER CO. TOURISM BUILDING

VII. ANNUAL COSTS (Cont'd.)

SYSTEM #: 1

B. SERVICE AND MAINTENANCE COSTS

MAJOR EQUIPMENT	SERVICE COST	MAINTENANCE COST	TOTAL SERVICE AND MAINTENANCE COST
1. CHILLERS	\$0	\$0	\$0
2. BOILERS			\$0
3. PUMPS			\$0
4. AIR HANDLING UNITS			\$0
5. FANS: SUPPLY	<u>\$200</u>	<u>\$200</u>	<u>\$400</u>
RETURN	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
EXHAUST	<u>\$100</u>	<u>\$100</u>	<u>\$200</u>
6. SPLIT & UNITARY EQUIPMENT	\$500	\$500	\$1,000
7. THRU THE WALL UNITS - PACKAGED TERMINAL AIR CONDITIONING UNITS			\$0
8. HEAT PUMPS	\$0	\$0	\$0
9. TERMINAL UNITS (VAV BOXES, FCU, ETC.)			\$0
SUBTOTAL	\$800	\$800	\$1,600

**WORCESTER CO. TOURISM BUILDING**

**VII. ANNUAL COST (Cont'd.)**

**SYSTEM #:** 1

**B. SERVICE AND MAINTENANCE COSTS**

MAJOR EQUIPMENT	SERVICE COST	MAINTENANCE COST	TOTAL SERVICE AND MAINTENANCE COST
10. HOT WATER CONVERTORS, FTR, Uhs, CUHs, ETC.			\$0
11. COOLING TOWERS			\$0
12. DOMESTIC WATER HEATERS	\$0	\$0	\$0
13. TEMPERATURE CONTROL SYSTEM	\$200	\$300	\$500
14. MISCELLANEOUS EQUIPMENT	\$0	\$0	\$0
<b>SUBTOTAL</b>	<b>\$200</b>	<b>\$300</b>	<b>\$500</b>

**GRAND TOTAL** **\$2,100**

WORCESTER CO. TOURISM BUILDING

VII. ANNUAL COST

SYSTEM #: 2

A. ENERGY (TOTAL BUILDING ENERGY)

ENERGY SOURCE	UNIT OF MEASURE	ENERGY CONSUMPTION	ENERGY COST	DEMAND CHARGE	TOTAL ENERGY COST
ELECTRIC (year)	KWH	62,902	\$6,856	\$951	\$7,807
ELECTRIC (Summer)	KWH				\$0
GAS (year)	MCF OR THERM				\$0
GAS (Summer)	MCF OR THERM				\$0
STEAM (Winter)	MLB/HR				\$0
STEAM (Summer)	MLB/HR				\$0
FUEL OIL	GALLONS				\$0
COAL	TON				\$0
OTHERS PROPANE	GALLONS				\$0

GRAND TOTAL \$7,807

WORCESTER CO. TOURISM BUILDING

VII. ANNUAL COSTS (Cont'd.)

SYSTEM #: 2

B. SERVICE AND MAINTENANCE COSTS

MAJOR EQUIPMENT	SERVICE COST	MAINTENANCE COST	TOTAL SERVICE AND MAINTENANCE COST
1. CHILLERS	\$0	\$0	\$0
2. BOILERS			\$0
3. PUMPS	\$0	\$0	\$0
4. AIR HANDLING UNITS			\$0
5. FANS: SUPPLY	\$100	\$100	\$200
RETURN	\$0	\$0	\$0
EXHAUST	\$100	\$100	\$200
6. SPLIT & UNITARY EQUIPMENT			\$0
7. THRU THE WALL UNITS - PACKAGED TERMINAL AIR CONDITIONING UNITS			\$0
8. HEAT PUMPS	\$750	\$800	\$1,550
9. TERMINAL UNITS (VAV BOXES, FCU, ETC.)			\$0
SUBTOTAL	\$950	\$1,000	\$1,950



WORCESTER CO. TOURISM BUILDING

VII. ANNUAL COST (Cont'd.)

SYSTEM #: 2

B. SERVICE AND MAINTENANCE COSTS

MAJOR EQUIPMENT	SERVICE COST	MAINTENANCE COST	TOTAL SERVICE AND MAINTENANCE COST
10. HOT WATER CONVERTORS, FTR, UHs, CUHs, ETC.			\$0
11. THERMAL STORAGE TANKS			\$0
12. DOMESTIC WATER HEATERS	\$0	\$0	\$0
13. TEMPERATURE CONTROL SYSTEM	\$750	\$500	\$1,250
14. MISCELLANEOUS EQUIPMENT	\$0	\$0	\$0
SUBTOTAL	\$750	\$500	\$1,250
			GRAND TOTAL <u>\$3,200</u>

WORCESTER CO. TOURISM BUILDING

VIII. SUMMARY

A. LIFE CYCLE COST ANALYSIS

PW FACTOR: 22.15  
N=20, E=.05 AND D=.04

PROJECT: WORCESTER CO. TOURISM BUILDING LOCATION: SNOW HILL, MARYLAND		USING AGENCY WORCESTER COUNTY		DATE: 4/14/2018
	BASE SYSTEM (VSD HEAT PUMPS)	SYSTEM #2 (AIR-VRF)	SYSTEM #3 NOT USED	
<b>INITIAL COST</b>				
MECHANICAL INSTALLATION	\$276,925	\$302,100	\$0	
INCREMENTAL COST OF ARCHITECTURAL COMPONENTS (+ OR - OVER BASE SYSTEM)	\$15,000 (HEAT PUMP CLOSETS)	\$0	\$0	
INCREMENTAL COST OF STRUCTURAL COMPONENTS (+ OR - OVER BASE SYSTEM)	\$7,000 (ROOF ACCESS AND STRUC.)	\$6,000 (ROOF ACCESS AND STRUC.)	\$0	
INCREMENTAL COST OF ELECTRICAL COMPONENTS (+ OR - OVER BASE SYSTEM)	\$0	\$0	\$0	
(a) TOTAL INITIAL COST	\$298,925	\$308,100	\$0	
<b>ANNUAL COSTS</b>				
ENERGY	\$8,673	\$7,807	\$0	
SERVICE	\$1,000	\$1,700	\$0	
ROUTINE MAINTENANCE	\$1,100	\$1,500	\$0	
(b) TOTAL ANNUAL COST	\$10,773	\$11,007	\$0	
(c) PRESENT VALUE OF TOTAL ANNUAL COST: (b) X PW FACTOR	\$238,597	\$243,780	\$0	
TOTAL LIFE CYCLE COST: (a) + (c)	\$537,522	\$551,880	\$0	

RECOMMEND SYSTEM NO. BASE



Worcester County Government

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

(410) 632-1194 | (410) 632-3131 (fax) | admin@co.worcester.md.us | www.co.worcester.md.us

**MEMORANDUM**

TO: Worcester County Commissioners  
FROM: Nicholas W. Rice, Procurement Officer  
DATE: February 7, 2023  
RE: Ice Rink Options

---

Please see the below options for the synthetic ice rink, as requested by the Worcester County Commissioners.

Potential options would be to donate the ice rink to a local municipality or non-profit, sell it through the County's online auction site, GovDeals or put out an Invitation to Bid. Below is a list of potential parties that may be interested.

If the commissioners decide to donate, we would ask for a narrative on how and when the ice rink will be utilized. This will allow for evaluation criteria to help decide who will receive the donation. If the commissioners decide to sell the rink, GovDeals is an online auction site that the County currently uses for surplus items or a bid could be released requesting interested parties submit the amount they would be willing to pay.

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

Worcester County Synthetic Ice Rink Interest List

**Organization/Municipality**

- Ocean City Tourism
- Town of Berlin
- City of Salisbury
- Ridgley, MD (Caroline County)
- OCDC
- Jolly Rogers
- Town of Snow Hill



Worcester County Recreation & Parks

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

## MEMORANDUM

TO: Weston S. Young, Chief Administrative Officer  
Candace Savage, Deputy Chief Administrative Officer

FROM: Kelly Rados, Director of Recreation & Parks

DATE: January 27, 2023

SUBJECT: Worcester County Boat Landing Parking Recommendations

We are experiencing high out-of-state usage at Worcester County Boat Landings. In regards to parking concerns and permitting options for our public boat ramps, our Department has put together an option for your review, as well as considerations that need to be made prior to putting anything into effect. The below recommendation excludes the West Ocean City Harbor as Federal Funds were used and mandate that in-state and out-of-state fees must be the same.

In formulating these options, we consulted with Sandi Pepe, with DNR – Waterway Improvement fund and with Accomack County, Virginia. Accomack County, Virginia has recently started permitting their boat ramps. Based on research, Talbot, Caroline, Queen Anne, Kent and Cecil County all charge and permit their boat ramps to help offset annual maintenance costs.

Our recommendation is to not charge Maryland State residents or property owners any fee, but charge out-of-state users a fee of up to \$100 for an annual pass, or up to \$15 for a daily launch pass. Permitting stickers, similar to the annual dump sticker would need to be made and sold via online sales as well as an in-person option. Maryland residents and property owners would still need to be issued a sticker before using the ramp. A sticker would be provided, free of charge, with proof of a Maryland ID or property ownership.

We suggest implementing this first at our northern Boat Landings; South Point, Gum Point, and Shell Mill as they are the busier boat landings and see more out-of-state traffic.

### Considerations:

- Legislation will need to be added to county code to update parking regulations and validate ticketing when users do not obey.
- Who will patrol? Sheriff's Department? How much revenue will be brought in through ticketing, and what will the fine be for violating the legislation.
- Could additional Part-Time hours be added to Parks Department to hire staff to patrol, monitor and tickets at Boat Landings? Would the Parks Superintendent have authority to ticket violators?
- We may have the opportunity to fully fund the replacement of George Island boat ramp in the next 2 years using state and federal funds. If we use federal funds to do so, we would not be allowed to charge a different fee for in state and out of state users at this facility.
- We cannot charge differently based off county due to State Waterway Improvement Funds being used.
- The state will still need to approve our fees before putting into effect to make sure we still qualify for Waterway Improvement Funds.
- Signage would also need to be created and placed at all boat ramps that parking permits would be enforced.

cc: Jacob Stephens, Parks Superintendent



Worcester County Recreation & Parks

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

## MEMORANDUM

TO: Weston S. Young, Chief Administrative Officer  
Candace Savage, Deputy Chief Administrative Officer

FROM: Kelly Rados, Director of Recreation & Parks

DATE: January 27, 2023

SUBJECT: West Ocean City Commercial Harbor Parking Recommendations

West Ocean City boat ramp is our most frequently used ramp in the county and provides significant access to the water in the Northern end of the county. Parking continues to be an issue at this site. Our Department has put together a recommendation to charge patrons to park, as well as considerations that need to be made prior to putting anything into effect.

With our recommendation to charge patrons to park at the West Ocean City Commercial Harbor, we suggest using a meter service, such as Park Mobile, charging patrons a flat rate of \$10 to park. Since Federal Funds are used at the West Ocean City Boat ramp, it is mandated that in-state and out-of-state fees must be the same and that \$10 is the maximum amount that can be charged for parking.

Boat slip holders at the West Ocean City Harbor will receive a parking permit/sticker, and will not be required to pay the \$10 daily rate to park.

With using a meter service such as Park Mobile a fee would be taken out of the sales by the app and the county would receive the rest. The fees are as follows:

- \$0.35 per transaction paid by the end user
- 3% + \$0.20 per transaction for credit card processing

Ex. Using a \$9.65 rate.  $\$9.65 = \$10.00$  paid by end user. Credit Card Processing =  $\$10.00 \times 3\% = \$0.30 + \$0.20 = \$0.50$ . Net \$9.15 back to Worcester County. **(Please note, the county could only charge a maximum of \$10 per day, including the fees for Park Mobile use.)**

Park Mobile is currently used in the Town of Ocean City as a metering service, which is why we reached out this company. Park Mobile will provide free signage, help with advertising, work with law enforcement, and can provide statistical data at any given point throughout the day for usage. Park Mobile does not need an actual meter to be installed. Customers can pay 4 different ways; via the app, text message, pay by web, pay by Gpay.

Upon completion of the West Ocean City Commercial Harbor bulkhead replacement, the next step would be to stripe the parking lot. Restriping the parking lot would ensure designated parking spots for boat trailers and boat slip holder parking spots.



Worcester County Recreation & Parks

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

## **Considerations:**

- Legislation will need to be added to county code to require parking regulations and validate ticketing when users do not obey.
- Who will patrol? Sheriff's Department? How much revenue will be brought in through ticketing, and what will the fine be for violating the legislation.
- Could additional Part-Time hours be added to Parks Department to hire staff to patrol, monitor and tickets at Boat Landings? Would the Parks Superintendent have authority to ticket violators?
- Cameras should be installed in order to enforce parking for those that don't pay.
- Signage would also need to be created and placed at all boat ramps that parking permits would be enforced.
- George Island landing could also be a similar situation in the future as it may be eligible for Federal Funds to fully replace the ramp, piers, and parking.

cc: Jacob Stephens, Parks Superintendent



Worcester County Recreation & Parks

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

## MEMORANDUM

TO: Weston S. Young, Chief Administrative Officer  
Candace Savage, Deputy Chief Administrative Officer

FROM: Kelly Rados, Director of Recreation & Parks

DATE: January 27, 2023

SUBJECT: Worcester County Boat Landing – Special Use Permit

Our Department has been reviewing our current boat landing policies in regards to commercial use and special use permitting. Currently within section CG 4-406 of the Worcester County Government Code, it states prohibited activities include Commercial activities including, loading and unloading of produce, seafood, freight or merchandise, and any person wishing a special use permit for an activity not permitted hereunder may apply, in writing, to the County Commissioners, who may, in their sole discretion, grant such permit.

Currently, the State of Maryland does not have a clear policy on commercial use of county boat ramps. In speaking with DNR representative, they do not see any issues with letting a boat use a county ramp for commercial use as long as it follows certain conditions/criteria:

- The commercial use does not create a conflict with the general boating public
- The commercial use does not interfere with the recreational boaters needs
- The commercial use does not have the potential to cause damage to the ramp and facility

Talbot County, as an example, does not require any special permitting or permission for commercial waterman to utilize their county boat ramps. Commercial users are just required to purchase a county ramp sticker, just as any other public user is required to do so.

We are proposing Commercial activities should be permitted at our public boat ramps, as long as it is in-line with the State of Maryland DNR conditions, and is following all other county policies.

We have put together a Special Permit application for your review. The application would outline the conditions and would request information on the specifics of their commercial use, including dates, times, etc. along with their boat and commercial information.

We are requesting permission that these applications be submitted to the Recreation & Parks Department. Our Department could be given the authority to approve or deny these requests, or each application could be brought before the Commissioners for approval. Commercial users that are approved, will receive a copy of their approved application, along with any stipulations or constraints. We request that our Department would be given the power to terminate any permit if the user is found in violation of any policies.

If approved to move in this direction, signage would need to be changed at all county boat ramps, along with the current County Government Code.

Attachments: Maryland DNR letter of support  
Proposed Boat Landing Special Use Permit application

cc: Jacob Stephens, Parks Superintendent



Larry Hogan, Governor  
Boyd Rutherford, Lt. Governor  
Jeannie Haddaway-Riccio, Secretary  
Allan Fisher, Deputy Secretary

June 29, 2022

Jacob Stephens  
Worcester County Parks Superintendent  
6030 Public Landing Road  
Snow Hill, MD 21863

RE: Commercial Use at Worcester County Public Landings

Dear Mr. Stephens,

Thank you for reaching out to the Department of Natural Resources for our opinion regarding commercial vessels utilizing the Worcester County Public Landings that were improved in whole or in part with Federal Sportfish Restoration Boating Access Grants and/or state Waterway Improvement Fund Grants.

To be eligible for either funding source and to comply with the terms of existing grant agreements, our department's policy is that commercial use of a facility is permissible under the following conditions:

- if the commercial use does not create a conflict with the general boating public
- if the commercial use does not interfere with the recreational boaters needs
- if the commercial use does not have the potential to cause damage to the ramp and facility

The public boating access facilities funded by the federal and state grant sources that the Department manages, are primarily for recreational boaters who are the principal contributors to these funds and are the intended beneficiaries of the investments in these facilities. Secondary uses by other user groups, including commercial use, would be allowable as long as interference and/or wear and tear on the funded boating facilities are not an issue.

The Department of Natural Resources appreciates Worcester County's continued efforts to maintain and improve public boating access in Maryland. Please don't hesitate to contact me if you have any additional questions.

Sincerely,

Sandi Pepe  
Regional Administrator  
Waterway Improvement and Infrastructure

cc: Kelly Rados, Director, Worcester County Recreation and Parks  
Carla Fleming, Director, DNR Waterway Improvement and Infrastructure





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

**Special Use Permit Application for Worcester County Boat Ramps:**

Worcester County owns and operates nine boat ramps throughout the county to provide safe and adequate water access for recreational use. In order to keep these facilities in adequate condition, commercial users may only use the facilities if this application is filled out in entirety and approved by the county. All completed applications must be sent by mail, or hand delivered to 6030 Public Landing Road, Snow Hill MD. 21863. All applications will be thoroughly reviewed by staff within 30 days of receipt.

For more information please contact Parks Superintendent Jacob Stephens at 410-632-2144 x2521 or [jstephens@marylandscoast.org](mailto:jstephens@marylandscoast.org)

Commercial use will only be considered under the following conditions:

- If the commercial use does not create a conflict with the general boating public
- If the commercial use does not interfere with the recreational boaters needs
- If the commercial use does not have the potential to cause damage to the ramp and facility.

**Important Notes:**

1. Permitted commercial users must not interfere with any recreational use. Recreational use takes priority over commercial activities.
2. If damage is caused by a commercial user, damage of the facility will be repaired at the expense of the user. Damage should be reported immediately to the Worcester County Recreation and Parks Department.
3. If the parking lot is striped, the user must park in a parking spot that does not interfere with use of the facility.
4. Gear, crab pots, nets, lumber, etc. must not be stored at the facility. Launching and loading of watercraft only.
5. No overnight parking of vehicles, trailers or boats.
6. All special use permits are valid for 1 year and may be revoked at any time for any reason.
7. All commercial users must obey all county laws and policies at all times.

**Worcester County Boat Ramps:**

<b>Cedar Hall Wharf</b>	38°00'31.3"N 75°37'14.3"W
<b>George Island Landing</b>	38°02'28.4"N 75°21'40.5"W
<b>Gum Point Landing</b>	38°21'23.0"N 75°09'38.6"W
<b>Mason Landing</b>	38°14'14.6"N 75°15'25.5"W
<b>Public Landing</b>	38°09'04.0"N 75°17'10.0"W
<b>Shell Mill</b>	38°25'26.9"N 75°11'15.9"W
<b>South Point</b>	38°12'59.8"N 75°11'27.1"W
<b>Taylor's Landing</b>	38°04'35.2"N 75°21'52.4"W
<b>West Ocean City Harbor</b>	38°19'39.3"N 75°06'25.6"W



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

Special Use Permit Application for Worcester County Boat Ramps:

Boat Ramp Location Name: \_\_\_\_\_ Dates Requested: \_\_\_\_/\_\_\_\_/\_\_\_\_ - \_\_\_\_/\_\_\_\_/\_\_\_\_

Explanation of Intended Use or Activity Being Performed: \_\_\_\_\_

Print Your Name: \_\_\_\_\_

Business Name: \_\_\_\_\_

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

Telephone Number(s): (Cell) \_\_\_\_\_ (Home): \_\_\_\_\_

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

Vehicle Make: \_\_\_\_\_ Model: \_\_\_\_\_ License Plate No.: \_\_\_\_\_

Boat Make: \_\_\_\_\_ Model: \_\_\_\_\_ Hull ID No.: \_\_\_\_\_

Length: \_\_\_\_\_ Width: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

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

Contact Name: \_\_\_\_\_

Additional Notes:

\_\_\_\_\_

OFFICE USE ONLY

Approved by:

Print Name: \_\_\_\_\_

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

Date Approved: \_\_\_\_/\_\_\_\_/\_\_\_\_



Worcester County Government

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

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

## MEMORANDUM

TO: Worcester County Commissioners  
FROM: Weston S. Young, Chief Administrative Officer  
DATE: January 31, 2023  
RE: Proposed LOSAP Change

---

On July 1, 2000, the Worcester County Commissioners established a Length of Service Award Program (LOSAP) for our volunteer members of Chartered Fire Companies and Ambulance Companies within the county. Originally, an amount of money was set aside each year for each eligible, certified volunteer. Upon reaching the described award criteria, the actual accumulated amount for the volunteer could be paid out. While the initial goal was a \$6,000 payout (later increased to \$10,000) after a minimum of 25 years of certified active service, the actual payout depended on the actual years of service and the annual amount contributed for the individual over that time period, often being lower than the \$6,000/\$10,000 intended.

In an effort to simplify the process and to accomplish the goal of providing the intended \$10,000 award upon 25 years of certified active service, we have modified the program to reflect this.

### Attachments:

LOSAP Document with Proposed Changes – Pages 2-9  
Draft Resolution – Page 10

**WORCESTER COUNTY  
LENGTH OF SERVICE AWARD PROGRAM  
FOR VOLUNTEER MEMBERS OF  
CHARTERED FIRE AND AMBULANCE COMPANIES**

**(As Amended January 202~~32~~)**

I. Establishment of Program

There is hereby established, effective July 1, 2000, a Worcester County Length of Service Award Program for Volunteer Members of Chartered Fire Companies and Ambulance Companies approved by the Trustees, eligible under the provisions of Subtitle I of Title I of the Public Safety Article of the Code of Public Local Laws of Worcester County, governed by this resolution herein sometimes referred to as “volunteer.” This Program may be referred to as the LOSAP.

II. Trustees – Appointment, Powers and Restrictions

A. Appointment - The Worcester County Commissioners will serve ex officio as the LOSAP Trustees.

B. Powers - The Trustees shall have the following powers in addition to any other powers provided by statutory law or common law:

1. To retain any and all stocks, bonds, notes, securities and other property comprising a part of any trust fund created hereunder without liability for any decrease in the value thereof;
2. To sell, at public or private sale, exchange for like or unlike property, convey, lease for longer or shorter terms than the trusts created hereunder, and otherwise dispose of any and all property, real and personal, held hereunder for such price  
and upon such terms and credit as the Trustees may deem proper;
3. To invest any money held hereunder and available for investment in any and all kinds of securities or property, whether or not of the kind authorized by the common law or by the laws of any state or country to which the Trustees would, in the absence of this provision, be subject;
4. To form or join in forming any corporation and subscribe for or acquire stock in any corporation in exchange for money or other property;
5. To retain cash included in any trust fund created hereunder without investment thereof for such period of time as they shall deem advisable, whenever the Trustees shall determine that it is inadvisable to invest such cash because of market conditions or for any other reasons;
6. To vote, directly or by proxy, at any election or stockholders’ meeting any shares of stock held hereunder;
7. To exercise or dispose of or reject any purchase rights arising from or issued in connection with any stock, securities or other property held hereunder;

8. To bid for and become the purchasers of any real or personal property sold at any foreclosure or other sale in which the Trustees may have a mortgage or other interest hereunder and to hold or resell the same without liability for any loss resulting therefrom;
9. To repair, alter or demolish any existing building or structure and to erect any building or structure on any real estate held hereunder;
10. To effect fire, liability, casualty title or other insurance of such nature and in such form and amount as may be desirable upon any property held hereunder;
11. To participate in any plan or proceeding for protecting or enforcing any right, obligation or interest arising from any stock, bond, note, securities or property held hereunder or for reorganizing, consolidating, merging or adjusting the finances of any corporation issuing the same; to accept in lieu thereof any new property; to pay any assessment or expense incident thereto; to join in any voting trust agreement; and to do any other act or thing which the Trustees may deem necessary or advisable in connection therewith;
12. To employ, upon such terms and with such discretionary powers as the Trustees may approve, servants, agents and attorneys-at-law or in-fact, and to obtain the advice of any investment counsel or other institution or individual;
13. To collect, pay, abandon, contest, compromise or submit to arbitration any claim in favor of or against the trust property or any part thereof or the Trustees;
14. To determine, in accordance with generally accepted trust accounting principles, whether receipts and disbursements shall be credited to or charged against principal or income, or partly to or against principal and partly to or against income, which determination shall be conclusive and binding upon all interested parties;
15. To make any allotment or distribution herein provided for in cash or in kind, or partly in cash or partly in kind, in separate or undivided shares, and fairly and reasonable to value and apportion the property so allotted or distributed, which values and apportionments shall be conclusive and binding upon all interested parties;
16. To borrow money for such periods of time and upon such terms and conditions as the Trustees may deem advisable for any purpose whatsoever and to mortgage or pledge such part or the whole of the trust property as may be required to secure such loan or loans;
17. To lend money to any beneficiary then entitled to receive income from any trust fund created hereunder on the secured note of such beneficiary or on security;
18. To hold stocks and other assets and open bank accounts in the name of the Trustees with full disclosure of the fiduciary relationship, or in the name of such nominee as may be appointed exclusively by a bank or trust company acting as custodian for the trust;
19. To appoint from time to time, by instrument in writing, any one of the Trustees as the representative of all in the performance and execution of all acts and the exercise of all

judgement and discretion in connection with the administration or performance of the trusts hereby created, and any trustee may from time to time delegate any or all of his powers and duties, whether of an administrative or fiduciary nature, to any other Trustee or Trustees hereunder;

20. For fair and adequate consideration, to purchase or sell any property, real or personal, from or to any Trustee, or from or to the estate of any Trustee, and such purchases or sales shall be as valid and binding as purchases or sales from or to any other person or estate;
  21. To invest the whole or any part of any trust fund created hereunder in any single security or asset or any single type of security or other asset without liability for any loss resulting from such lack of diversification;
  22. To construe the provisions and terms of this trust, whenever necessary, and to act upon the advice of counsel in relation thereto; and
  23. From time to time, to change the situs of the trust or trust property or any part thereof to any city or place in the United States or any other country without permission or order of any court, it being the intention and purpose of the donor that the Trustees shall have sole and absolute discretion as to where the situs of the trust or trust property or an part thereof shall be located. Any such change in situs shall be effected in any manner deemed by the Trustees to be suitable to accomplish the desired change.
- C. Restrictions - Notwithstanding any powers conferred upon the Trustees or any successor Trustees elsewhere in this resolution, no Trustee hereunder or any other person shall have at any time, or in any manner or capacity, either directly or indirectly, the power to do any of the following with respect to any of the trusts or trust funds created hereunder.
1. To revest title to any part of the principal in the donor;
  2. To hold or accumulate any part of the income for future distribution to the donor;
  3. To distribute any part of the income to the donor;
  4. To enable any person to purchase, exchange, or otherwise deal with or dispose any part of or all of the principal or income for less than adequate and full consideration in money or money's worth;
  5. To enable the donor, directly or indirectly, to borrow any part or all of the principal or income;
  6. To exercise any power of administration over any trust created hereunder, without the approval or consent of any person in a fiduciary capacity, other than a fiduciary capacity for the benefit of the beneficiaries hereunder, which powers shall include specifically, but without limitation of the foregoing:
    - (a) a power to vote or direct the voting of stock or other securities held hereunder,

- (b) a power to control investment of any trust fund by directing investments or reinvestments, or by vetoing proposed investments, or reinvestments, and a power to enable anyone to acquire trust corpus by substituting other property of any equivalent value;
- 7. To engage in any act of self-dealing as defined in Section 4941 (d) of the Internal Revenue Code of 1986, which would give rise to any liability for the tax imposed by Section 4941 (a) of the Internal Revenue Code of 1986;
- 8. To retain any undistributed income as defined in Section 4942 of the Internal Revenue Code of 1986 which would give rise to any liability of the tax imposed by Section 4942 (a) of the Internal Revenue Code of 1986;
- 9. To retain any excess business holdings as defined in Section 4943 (c) of the Internal Revenue Code of 1986, which would give rise to any liability for the tax imposed by Section 4943 (a) of the Internal Revenue Code of 1986;
- 10. To make any investments which would jeopardize the carrying out of any of the exempt purposes of the trust, within the meaning of Section 4944 of the Internal Revenue Code of 1986 so as to give rise to any liability for the tax imposed by Section 4944 (a) of the Internal Revenue Code of 1986;
- 11. To make any taxable expenditures as defined in Section 4945 (d) of the Internal Revenue Code of 1986, which would give rise to any liability for the tax imposed by Section 4945 (a) of the Internal Revenue Code of 1986.

### III. Plan Administrator and Investment Manager

The plan administrator and investment manager shall be determined, from time to time, by the Trustees. The first plan administrator and investment manager shall be KSG Securities, Inc., whose address is 228 N. Division St., Salisbury, MD 21801. The current plan administrator and investment manager is Trilogy Financial Services, whose address is 203 Willow Street, Snow Hill, MD 21863.

### IV. Plan Dates

The plan year shall coincide with the Worcester County fiscal year, beginning on July 1<sup>st</sup> and ending the following June 30<sup>th</sup>. The service year will begin on January 1<sup>st</sup> prior to the plan year, and end on the following December 31<sup>st</sup>.

### V. Initial Application for Participation in the LOSAP

- A. Volunteer Responsibility - It shall be the responsibility of each volunteer to notify the Company Fire Chief or Fire President of the volunteer's initial eligibility for participation or re-entry into the LOSAP after a break in service, in writing, by completing a LOSAP Application and Notice of Change Form, no later than March 1<sup>st</sup> prior to the plan year. Forms submitted for initial application after March 1<sup>st</sup> will not be accepted.
- B. Late Applications – Volunteers who are denied entry on account of a late application may reapply for plan entry the following year. Prior year(s) of service certified active by the Fire Company Chief and

President may count toward years of service required for receipt of benefits, however, no retroactive contribution shall be made for such year(s).

## VI. Annual Certification of Service, Maintenance of Records & Appeals

- A. Annual Certification of Service – Beginning February 1, 2007, and no later than March 1<sup>st</sup> of each year thereafter, each Fire and Ambulance company shall furnish a copy of the Maryland State Fireman’s Association Individual End of Year Points Report as certification of active service for the previous calendar year and eligibility to participate in LOSAP. Following submission of the reports, the Trustees shall furnish each Fire and Ambulance company with a list of active eligible members reported. Fire companies who do not submit the required reports by the deadline may not be funded for the LOSAP for the upcoming fiscal year.
- B. Notice of Certification - Beginning March 1, 1999, and each March 1<sup>st</sup> thereafter, each Volunteer Fire and Ambulance Company shall furnish the Trustees a statement, certifying under oath by the Company Chief and Company President, all volunteers of the company whose service for the previous calendar year has been certified under the LOSAP. Each statement shall contain each qualifying member’s date of birth, age and total years of active service including certified active service with other volunteer companies in Worcester County, and any other information as may be required by the Trustees.
- C. Approval – Upon receipt of this statement, the Trustees shall review and approve volunteers qualified under the LOSAP on the list and forward it to the Plan Administrator and Fire Companies.
- D. Records – It is the responsibility of each participating Volunteer Fire and Ambulance Company to maintain detailed and accurate records for each volunteer qualified under the LOSAP on forms prescribed by the Trustees.
- E. Appeal – A volunteer aggrieved by any decision of the Trustees with respect to credit qualification or benefit amounts, has the right to appeal to the Trustees within thirty (30) days following the transmittal of the list of approved volunteers to the Fire Companies. The appeal shall be in writing and addressed to the Trustees, who shall make a final and binding decision regarding the appeal. The appeal hearing shall be conducted by the Trustees within sixty (60) days of the request, but not less than (10) days after notifying the appellants of the scheduled hearing date. There shall be no appeal to any court.

## VII. Eligible Service Requirement

In order for a year of service to be approved by the Trustees to count toward years of certified service required for LOSAP award, a volunteer must have service certified as active for the service year prior to the plan entry date by the Company Fire Chief and Company President, in accordance with the provisions of the Worcester County Volunteer Firemen’s Association Point System for Determining Active Status, as adopted by Resolution of the Worcester County Commissioners on December 12, 1995 as from time to time amended.

## VIII. Award Eligibility & Benefits



- A. Eligibility – Any volunteer who has served as a member of a Worcester County Volunteer Fire or approved Ambulance Company and has qualified under the LOSAP is eligible to receive the benefits as hereinafter set forth.
  
- B. Plan Election - Volunteers qualified for participation in the LOSAP may participate in either a Monthly Award Plan or ~~Annual Contribution~~Extended Service Award Plan as follows:
  - 1. Monthly Award Plan
    - a. Volunteers qualified under the LOSAP, age 45 or older on or before December 31, 1999, are eligible to elect, before September 30, 2000, a monthly award plan.
    - b. In order to receive a monthly award, a volunteer must:
      - 1) reach the age of sixty (60), and
      - 2) complete or have completed a minimum of twenty-five (25) years of certified active service; and
      - 3) submit an Award Distribution Application to the Trustees.
    - c. Benefits shall be in the amount of fifty dollars (\$50.00) per month, for a maximum of two hundred (200) months for a total award of ten-thousand dollars (\$10,000.00). Payments shall begin on the first day of the first month following thirty (30) days after application is made. Payments shall be made directly to the volunteer entitled to such benefits. Award payments shall cease upon death.
    - d. ~~Once the election to participate in the Monthly Award Plan is made, the decision cannot be changed~~Beginning \_\_\_\_\_, 2023, all volunteers in the Monthly Award Plan must be converted to the Extended Service Plan. If a former Monthly Award Plan volunteer meets the criteria for a benefit under the Extended Service Plan, payment will be made less the total of any award payments already received by that volunteer.
  - 2. ~~Annual Contribution~~Extended Service Plan
    - a. All volunteers qualified under the LOSAP, other than those enrolled in the Monthly Award Plan as specified in Section VIII.B.1. hereof, will be enrolled in the ~~Annual Contribution~~Extended Service Plan. ~~An annual contribution in an amount determined by the Trustees will be made on behalf of each volunteer qualified under the LOSAP and enrolled in the Annual Contribution Plan for a period not to exceed fifty (50) years.~~
    - b. In order to receive ~~an one-time~~ award a volunteer must:
      - ~~1) ——— no age requirement~~
      - 12) complete or have completed a minimum of twenty-five years of certified active service, and

- ~~23)~~ submit an Award Distribution Application to the Trustees.
- c. Benefits shall be ~~in an amount equal to the total of annual contributions made on behalf of the volunteer plus the investment earnings thereon as determined by the Trustees. Payments shall be made in accordance with the payment plan selected by the member from options offered by the Trustees~~ \$10,000.
- C. Disability Benefit – In the event that any active volunteer qualified under the LOSAP becomes disabled while actively engaged in the line of duty, providing volunteer firefighting or ambulance service, and in the event that the disability prevents the member from pursuing his or her normal occupation and in the event that the disability is of a permanent nature as certified by the Maryland Workers’ Compensation Commission or other competent medical authority as designated by the Trustees, then the volunteer is entitled to receive the balance of any award not yet received, to which he or she may be entitled, regardless of age or length of service. These benefits shall begin on the first day of the month following thirty (30) days after establishment of the permanent disability.
- D. Death Benefit – In the event of the death of a volunteer qualified under the LOSAP prior to receiving an award, the volunteer’s beneficiary of record shall receive a death benefit of three-thousand dollars (\$3,000.00), and a lump sum distribution in an amount equal to the amount the member would have received had the member become eligible for a benefit payment as of the date of death based upon contributions and earnings as determined by the Trustees. In the event of the death of a volunteer qualified under the LOSAP who is receiving an award, the beneficiary of record shall receive the balance of any payments due the deceased volunteer.
- IX. Special Provisions
- A. Break In Service -A volunteer whose service is interrupted by resignation or involuntary termination shall be deemed to have suffered a break in service. Service credit earned prior to the break in service will be lost unless the volunteer returns to certified active service within two (2) years of the termination date. Volunteers who leave service to join United States military forces shall not be deemed to have suffered a break in service if the volunteer member:
- (1) is released from military service under “honorable conditions,” and
  - (2) returns to certified active service within two (2) years of discharge from the military.
- It shall be the responsibility of each volunteer to notify the Fire Chief or Fire President of the volunteer’s initial eligibility for re-entry into the LOSAP after a break in service, in writing, by completing a LOSAP Application and Notice of Change Form, no later than March 1<sup>st</sup> prior to the plan year. Forms submitted for initial application after March 1<sup>st</sup> will not be accepted.
- B. Service Prior to January 1, 1999 - Volunteers may count years of service, certified active by the Fire Company Chief or President, prior to January 1, 1999 toward years of service required for receipt of benefits, but no retroactive award contributions shall be made for such years.

- C. Disqualification - Volunteers, Company Chiefs or Company Presidents who intentionally falsify information on any LOSAP document, in addition to criminal penalties, may be disqualified from participation in the LOSAP and forfeit all future benefits and prior award contributions.
- D. Singular Award - A volunteer is not eligible to receive more than one award under this plan.

## X. Funding

- A. Appropriations - Funding may be appropriated annually by the County Commissioners and shall be subject to budget procedures and constraints.
- B. Initial Funding – The initial appropriation shall be equal to:
  - 1. Two hundred dollars (\$200) for each volunteer qualified under the LOSAP Annual Contribution Plan; and
  - 2. Sufficient funds to fund the Monthly Award Plan contemplated to be one hundred, twenty-two thousand dollars (\$122,000) for the first plan year.
- C. Annual Contributions - Annual contributions shall be made each year from the annual appropriations.
- C. Lapsed Contributions - Lapsed Contributions made on account of volunteers who fail to become eligible for payment of benefits shall remain assets of the LOSAP trust and may be considered by the County Commissioners in annual funding and reduce the funding target per volunteer.

## XI. Retention Bonus

- A. A volunteer firefighter will receive a one time flat rate of \$2500 retention bonus after completing five (5) years of active volunteer service in a Worcester County Fire Company. This will only be offered to new volunteers that start after January 1, 2020. Current volunteers that transfer to a different Worcester County Fire Company are excluded. The Fire Company President and Chief will verify the qualified volunteer and submit a request to the Human Resources Director by March 1 of each calendar year.

**RESOLUTION NO. 23-\_\_**  
**RESOLUTION AMENDING THE WORCESTER COUNTY**  
**LENGTH OF SERVICE AWARD PROGRAM FOR VOLUNTEER**  
**FIREFIGHTER AND AMBULANCE COMPANY MEMBERS**

**Recitals**

- A. Under state and County law, the County Commissioners have implemented a Length of Service Award Program (LOSAP) for qualified members of chartered volunteer fire companies and qualified volunteer companies in the County.
- B. The County Commissioner wish to amend the current program.

**NOW, THEREFORE, BE IT RESOLVED** by the County Commissioners of Worcester County, Maryland that the amended program is attached as Exhibit A.

**AND BE IT FURTHER RESOLVED** that this resolution will take effect upon its passage.

DRAFT

PASSED AND ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2023:

Attest:

**County Commissioners of  
Worcester County, Maryland**

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

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

\_\_\_\_\_  
Madison J. Bunting, Jr.  
Vice President

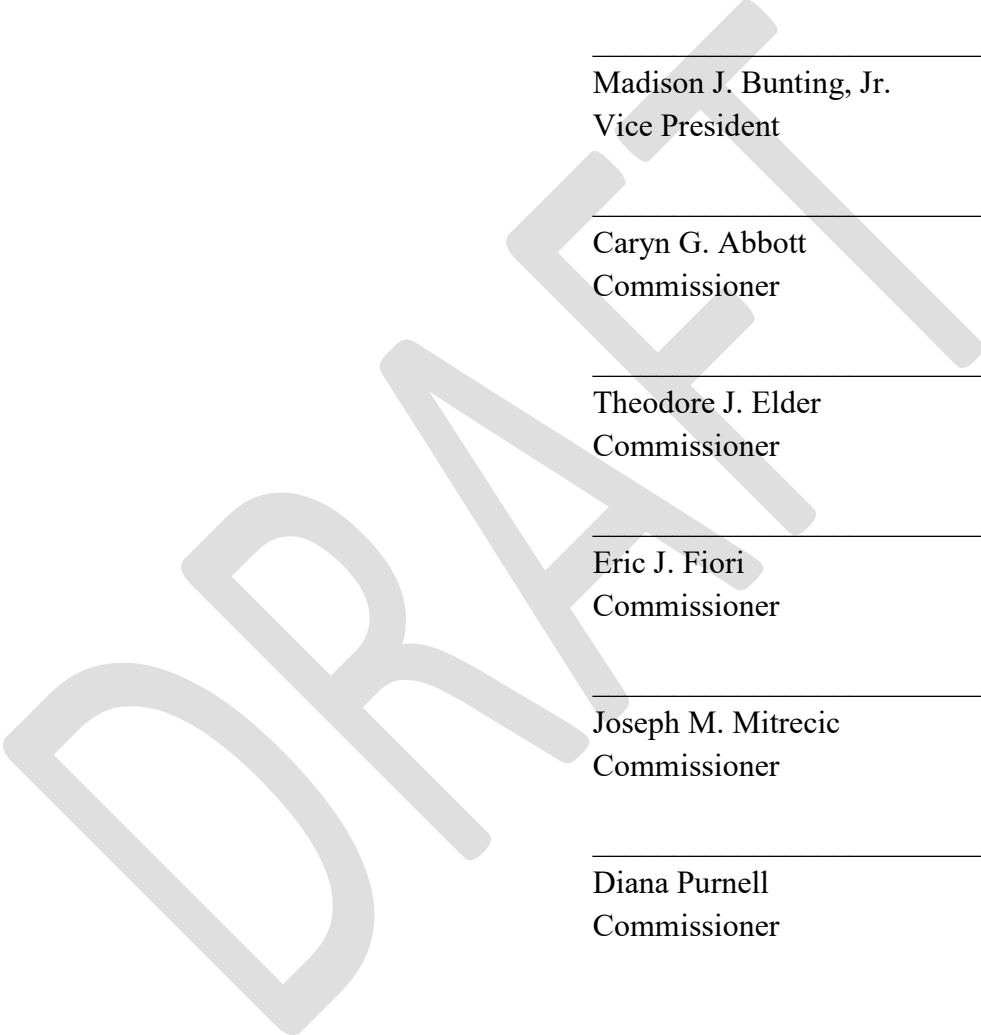
\_\_\_\_\_  
Caryn G. Abbott  
Commissioner

\_\_\_\_\_  
Theodore J. Elder  
Commissioner

\_\_\_\_\_  
Eric J. Fiori  
Commissioner

\_\_\_\_\_  
Joseph M. Mitrecic  
Commissioner

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



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



OFFICE OF THE  
 COUNTY COMMISSIONERS

## Worcester County

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

WESTON S. YOUNG, P.E.  
 CHIEF ADMINISTRATIVE OFFICER  
 CANDACE I. SAVAGE, CGFM  
 DEPUTY CHIEF ADMINISTRATIVE OFFICER  
 ROSCOE R. LESLIE  
 COUNTY ATTORNEY

COMMISSIONERS  
 ANTHONY W. BERTINO, JR., PRESIDENT  
 MADISON J. BUNTING, JR., VICE PRESIDENT  
 CARYN G. ABBOTT  
 THEODORE J. ELDER  
 ERIC J. FIORI  
 JOSEPH M. MITRECIC  
 DIANA PURNELL

## MEMORANDUM

**TO:** Chief Administrative Officer Weston Young  
**FROM:** Public Information Officer Kim Moses  
**DATE:** January 31, 2023  
**RE:** Delegate Otto seeking support for two bills to allow hunting on Sundays in Worcester County

Delegate Charles Otto is seeking support from the commissioners for two bills he has introduced that would permit Sunday hunting in Worcester County during certain hunting seasons.

- House Bill 467 Worcester County – Turkey Hunting – Sundays would permit turkey hunting on Sundays during the open season.
- House Bill 466 Worcester County – Natural Resources – Hunting would permit game bird and game mammal hunting on Sundays during the open season for that game bird or mammal.

Both draft bills along with accompanying draft letters of support are attached for the commissioners' consideration.

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



OFFICE OF THE  
 COUNTY COMMISSIONERS

## Worcester County

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

February 7, 2023

COMMISSIONERS  
 ANTHONY W. BERTINO, JR., PRESIDENT  
 MADISON J. BUNTING, JR., VICE PRESIDENT  
 CARYN G. ABBOTT  
 THEODORE J. ELDER  
 ERIC J. FIORI  
 JOSEPH M. MITRECIC  
 DIANA PURNELL

WESTON S. YOUNG, P.E.  
 CHIEF ADMINISTRATIVE OFFICER  
 CANDACE I. SAVAGE, CGFM  
 DEPUTY CHIEF ADMINISTRATIVE OFFICER  
 ROSCOE R. LESLIE  
 COUNTY ATTORNEY

Chairman Kumar P. Barve,  
 Chair, Environment and Transportation Committee  
 House Office Building, Room 251  
 Annapolis, MD 21401

RE: Support for HB 467 - Worcester County – Turkey Hunting – Sundays

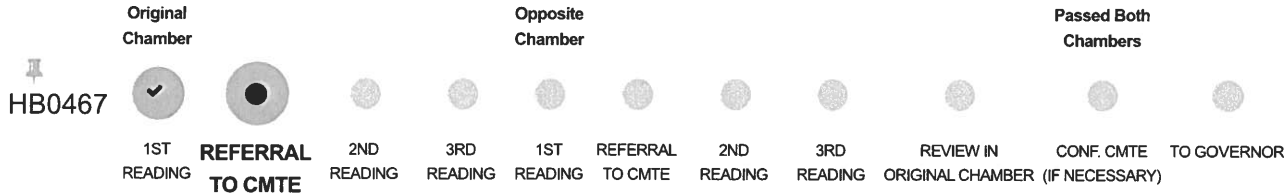
Dear Chairman Barve and Environment and Transportation Committee members,

On behalf of the Worcester County Commissioners, I would like to express our full support for House Bill 467 – Worcester County – Turkey Hunting – Sundays. This bill would permit individuals to hunt turkey on each Sunday of the spring turkey hunting season on private property and certain public land in Worcester County. This will be beneficial in helping to balance game bird populations in Worcester County, while residents and non-residents alike will benefit from this expanded hunting opportunity.

Thank you in advance for your consideration of our request. If you have any questions, please feel free to contact me.

Sincerely,

Anthony W. Bertino, Jr.  
 President, Worcester County Commissioners



**Title** Worcester County - Turkey Hunting - Sundays

**Sponsored by** Delegate Otto

**Status** In the House - First Reading Environment and Transportation

**Analysis**

**Synopsis** Authorizing the Department of Natural Resources to allow a person to hunt turkey on each Sunday of the spring turkey hunting season on private property and public land designated by the Department for hunting in Worcester County.

**Committees** Original:  
Environment and Transportation

**Details** Introduced in a prior session as: HB0672 Session: 2022 Regular Session  
Bill File Type: Regular  
Effective Date(s): July 1, 2023

**History** ▼

**File Code** ▼

**Subjects** ▼

**Statutes** ▼

Last Updated: 1/30/2023 5:18 PM



M2

3lr1977

Bill No.: \_\_\_\_\_

Requested: \_\_\_\_\_

Committee: \_\_\_\_\_

Drafted by: Gilani

Typed by: Fran

Stored – 01/22/23

Proofread by \_\_\_\_\_

Checked by \_\_\_\_\_

By: **Delegate Otto**

A BILL ENTITLED

1 AN ACT concerning

2 **Worcester County – Natural Resources – Hunting**

3 FOR the purpose of authorizing the Department of Natural Resources to allow a person in  
4 Worcester County to hunt game birds or game mammals on a Sunday during the  
5 open season for that game bird or game mammal; authorizing the Department to  
6 allow a person in Worcester County to hunt on public land designated for hunting on  
7 Sundays; altering the safety zone in Worcester County within which archery hunting  
8 may not take place except under certain circumstances; and generally relating to  
9 hunting in Worcester County.

10 BY repealing and reenacting, with amendments,  
11 Article – Natural Resources  
12 Section 10–410(a) and (g)  
13 Annotated Code of Maryland  
14 (2012 Replacement Volume and 2022 Supplement)

15 SECTION 1. BE IT ENACTED BY THE GENERAL ASSEMBLY OF MARYLAND,  
16 That the Laws of Maryland read as follows:

17 **Article – Natural Resources**

18 10–410.

---

EXPLANATION: CAPITALS INDICATE MATTER ADDED TO EXISTING LAW.

[Brackets] indicate matter deleted from existing law.



3lr1977

1 (a) (1) (i) The Department may allow a person to hunt on each Sunday of  
2 the game bird and game mammal seasons in:

3 1. Allegany County;

4 2. Subject to subparagraph (iii) of this paragraph, Calvert  
5 County, from 30 minutes before sunrise until 10:30 a.m.;

6 3. Subject to subparagraph (iii) of this paragraph, Caroline  
7 County, from 30 minutes before sunrise until 10:30 a.m.;

8 4. Cecil County;

9 5. Subject to subparagraph (iii) of this paragraph, Charles  
10 County, from 30 minutes before sunrise until 10:30 a.m.;

11 6. Subject to subparagraph (iv) of this paragraph, Dorchester  
12 County, from 30 minutes before sunrise until 10:30 a.m.;

13 7. Garrett County;

14 8. Subject to subparagraph (iii) of this paragraph, Queen  
15 Anne's County, from 30 minutes before sunrise until 10:30 a.m.;

16 9. St. Mary's County;

17 10. Subject to subparagraph (ii) of this paragraph, Somerset  
18 County, from 30 minutes before sunrise until 10:30 a.m.; [and]

19 11. Washington County; AND

20 **12. WORCESTER COUNTY.**

21 (ii) The time restrictions under subparagraph (i)10 of this paragraph  
22 do not apply:

23 1. On each Sunday of the deer firearms season; and

3lr1977

1                                   2.     On the last three Sundays in October and the first two  
2 Sundays in November of the deer bow hunting season.

3                                   (iii)   The time restrictions under subparagraph (i)2, 3, 5, and 8 of this  
4 paragraph do not apply:

5                                   1.     On each Sunday during the deer firearms season;

6                                   2.     On the last three Sundays in October and the first two  
7 Sundays in November during the deer bow hunting season; and

8                                   3.     On each Sunday of the spring turkey hunting season.

9                                   (iv)   The time restrictions under subparagraph (i)6 of this paragraph  
10 do not apply:

11                                  1.     On each Sunday of the deer hunting seasons from the first  
12 Sunday in October through the second Sunday in January, inclusive; and

13                                  2.     On each Sunday of the spring turkey hunting season.

14                                  (2)   The Department may allow a person to hunt deer on each Sunday of the  
15 deer hunting seasons from the first Sunday in October through the second Sunday in  
16 January, inclusive, in:

17                                  (i)   Carroll County; and

18                                  (ii)   Frederick County.

19                                  (3)   (i)   Subject to subparagraph (ii) of this paragraph, the Department  
20 may allow a person to hunt deer on each Sunday of the deer hunting seasons from 30  
21 minutes before sunrise until 10:30 a.m. in:

22                                  1.     Kent County;

23                                  2.     Montgomery County; and

3lr1977

1 3. Talbot County.

2 (ii) The time restrictions under this paragraph do not apply:

3 1. To a participant in a junior deer hunt authorized under  
4 this subtitle;

5 2. On one Sunday designated by the Department during the  
6 deer firearms season;

7 3. In Kent County, on each Sunday during the deer bow  
8 hunting season and the deer muzzle loader season;

9 4. In Montgomery County, on one Sunday designated by the  
10 Department during the deer bow hunting season; and

11 5. In Talbot County, on the last three Sundays in October  
12 and the first two Sundays in November during the bow hunting season.

13 (4) The Department may allow a person to hunt deer during the deer  
14 firearms season:

15 (i) On each Sunday in[:

16 1.] Harford County; [and

17 2. Worcester County;]

18 (ii) On the first Sunday in Anne Arundel County; and

19 (iii) In Wicomico County, on:

20 1. The first Sunday; and

21 2. The second Sunday from 30 minutes before sunrise until  
22 10:30 a.m.

23 (5) The Department may allow a person to hunt deer during the deer bow

3lr1977

1 hunting season on:

2 (i) The last three Sundays in October and the first two Sundays in  
3 November in:

4 1. Harford County; **AND**

5 2. Wicomico County; and

6 [3. Worcester County; and]

7 (ii) The first Sunday in November in Anne Arundel County.

8 (6) The Department may allow a person to hunt turkey on each Sunday of  
9 the spring turkey hunting season in:

10 (i) Carroll County;

11 (ii) Kent County; and

12 (iii) Talbot County, from 30 minutes before sunrise until 10:30 a.m.

13 (7) Notwithstanding any other provision of this subtitle, the Department  
14 may allow a person with a deer management permit to shoot deer on any Sunday  
15 throughout the year in accordance with the terms of the permit.

16 (8) The Department may allow a person using a State certified raptor to  
17 hunt game birds or mammals on each Sunday during the open season for the game birds  
18 or mammals.

19 (9) The Department may allow an unarmed person participating in an  
20 organized fox chase to chase foxes on Sunday.

21 (10) The Department may allow a person shooting pen-reared game birds  
22 or tower-released flighted mallard ducks to hunt on Sunday at a regulated shooting ground  
23 in accordance with § 10-906 of this title.

24 (11) The Department may allow a person who is 16 years old or younger to

3lr1977

1 hunt on Sunday if participating in a junior hunt established by the Department in  
2 accordance with this subtitle.

3 (12) Except as provided in paragraphs (8) through (10) of this subsection and  
4 subject to paragraph (7) of this subsection, a person may not hunt on Sunday in:

5 (i) Baltimore City;

6 (ii) Baltimore County;

7 (iii) Howard County; or

8 (iv) Prince George's County.

9 (13) A person may not hunt migratory game birds on Sunday.

10 (14) A person may not hunt on public land within the State park system on  
11 Sunday.

12 (15) (i) The Department may not allow a person to hunt on public land  
13 designated for hunting by the Department on Sunday except in:

14 1. Allegany County;

15 2. Cecil County;

16 3. Garrett County;

17 4. St. Mary's County;

18 5. Washington County;

19 **6. WORCESTER COUNTY;**

20 **[6.] 7. Dorchester County, for turkey during the spring turkey**  
21 **hunting season;**

22 **[7.] 8. Frederick County, for deer from the first Sunday in**

3lr1977

1 October through the second Sunday in January of the following year, inclusive; and

2 [8.] 9. Subject to subparagraph (ii) of this paragraph, Somerset  
3 County, on public land leased to a hunt club from 30 minutes before sunrise until 10:30  
4 a.m.

5 (ii) The time restrictions under subparagraph [(i)8] (I)9 of this  
6 paragraph do not apply:

7 1. On each Sunday of the deer firearms season; and

8 2. On the last three Sundays in October and the first two  
9 Sundays in November of the deer bow hunting season.

10 (g) (1) Except as provided in paragraphs (2) and (3) of this subsection, a  
11 person, other than the owner or occupant, while hunting for any wild bird or mammal may  
12 not shoot or discharge any firearm or other deadly weapon within 150 yards, known as the  
13 “safety zone”, of a dwelling house, residence, church, or other building or camp occupied by  
14 human beings, or shoot at any wild bird or mammal while it is within this area, without  
15 the specific advance permission of the owner or occupant.

16 (2) A person, while hunting for any wild bird or mammal, may not shoot or  
17 discharge any firearm within 300 yards of a public or nonpublic school during school hours  
18 or at a time when a school–approved activity is taking place.

19 (3) (i) For archery hunters in Allegany County, Calvert County, Carroll  
20 County, Cecil County, Frederick County, Garrett County, Harford County, Montgomery  
21 County, St. Mary’s County, [or] Washington County, **OR WORCESTER COUNTY**, the  
22 safety zone described in paragraph (1) of this subsection extends for 50 yards from a  
23 dwelling house, residence, church, or any other building or camp occupied by human beings.

24 (ii) For archery hunters in Anne Arundel County, the safety zone  
25 described in paragraph (1) of this subsection extends for 100 yards from a dwelling house,  
26 residence, church, or any other building or camp occupied by human beings.

27 (4) During any open hunting season, a person, other than the owner or  
28 occupant, may not hunt or chase willfully any wild bird or mammal within the safety zone  
29 without the specific advance permission of the owner or occupant.

3lr1977

1                   (5)     In Harford County, an archery hunter shall use a tree stand when  
2 hunting any wild bird or mammal within 50 to 100 yards of a dwelling house, residence,  
3 church, public or nonpublic school, or other building or camp occupied by human beings.

4                   (6)     In Montgomery County or Washington County, an archery hunter shall  
5 be in an elevated position that allows the hunter to shoot in a downward trajectory when  
6 hunting any wild bird or mammal within 50 to 100 yards of a dwelling house, residence,  
7 church, public or nonpublic school, or other building or camp occupied by human beings.

8                   SECTION 2. AND BE IT FURTHER ENACTED, That this Act shall take effect July  
9 1, 2023.



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



OFFICE OF THE  
 COUNTY COMMISSIONERS

## Worcester County

GOVERNMENT CENTER  
 ONE WEST MARKET STREET • ROOM 1103

SNOW HILL, MARYLAND

21863-1195

February 7, 2023

COMMISSIONERS  
 ANTHONY W. BERTINO, JR., PRESIDENT  
 MADISON J. BUNTING, JR., VICE PRESIDENT  
 CARYN G. ABBOTT  
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 CHIEF ADMINISTRATIVE OFFICER  
 CANDACE I. SAVAGE, CGFM  
 DEPUTY CHIEF ADMINISTRATIVE OFFICER  
 ROSCOE R. LESLIE  
 COUNTY ATTORNEY

Chairman Kumar P. Barve,  
 Chair, Environment and Transportation Committee  
 House Office Building, Room 251  
 Annapolis, MD 21401

RE: Support for HB 466 - Worcester County – Natural Resources - Hunting

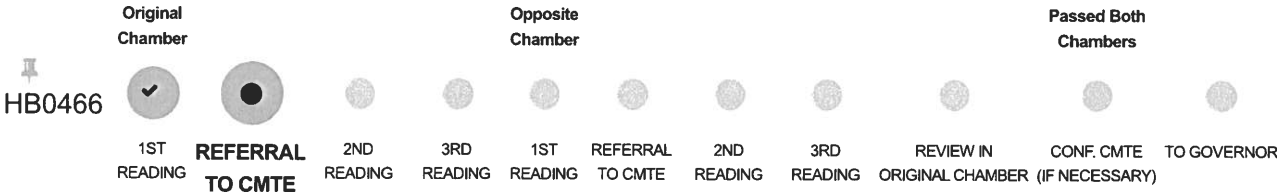
Dear Chairman Barve and Environment and Transportation Committee members,

On behalf of the Worcester County Commissioners, I would like to express our full support for House Bill 466 – Worcester County – Natural Resources – Hunting. This bill would permit individuals to hunt game birds or game mammals on each Sunday during open season for that game bird or mammal public land in Worcester County. This will be beneficial in helping to balance game bird and game mammal populations in Worcester County. Furthermore, residents and non-residents alike will benefit from this expanded hunting opportunity.

Thank you in advance for your consideration of our request. If you have any questions, please feel free to contact me.

Sincerely,

Anthony W. Bertino, Jr.  
 President, Worcester County Commissioners



**Title** Worcester County - Natural Resources - Hunting

**Sponsored by** Delegate Otto

**Status** In the House - First Reading Environment and Transportation

**Analysis**

**Synopsis** Authorizing the Department of Natural Resources to allow a person in Worcester County to hunt game birds and game mammals on a Sunday during the open season for that game bird or game mammal; authorizing the Department to allow a person in Worcester County to hunt on public land designated for hunting on Sundays; and altering the safety zone from 150 yards to 50 yards from a dwelling house, residence, church or other buildings occupied by human beings within which archery hunting may not take place.

**Committees** Original:  
Environment and Transportation

**Details** Bill File Type: Regular  
Effective Date(s): July 1, 2023

- History** ▼
- File Code** ▼
- Subjects** ▼
- Statutes** ▼

Last Updated: 1/30/2023 5:18 PM

M2  
HB 672/22 – ENT

3lr1984

Bill No.: \_\_\_\_\_  
Requested: \_\_\_\_\_  
Committee: \_\_\_\_\_

Drafted by: Gilani  
Typed by: Lynn  
Stored – 01/25/23  
Proofread by \_\_\_\_\_  
Checked by \_\_\_\_\_

By: **Delegate Otto**

A BILL ENTITLED

1 AN ACT concerning

2 **Worcester County – Turkey Hunting – Sundays**

3 FOR the purpose of authorizing the Department of Natural Resources to allow a person to  
4 hunt turkey on each Sunday of the spring turkey hunting season on private property  
5 and certain public land in Worcester County; and generally relating to turkey  
6 hunting in Worcester County on a Sunday.

7 BY repealing and reenacting, with amendments,  
8 Article – Natural Resources  
9 Section 10–410(a)(6) and (15)  
10 Annotated Code of Maryland  
11 (2012 Replacement Volume and 2022 Supplement)

12 SECTION 1. BE IT ENACTED BY THE GENERAL ASSEMBLY OF MARYLAND,  
13 That the Laws of Maryland read as follows:

14 **Article – Natural Resources**

15 10–410.

16 (a) (6) The Department may allow a person to hunt turkey on each Sunday of  
17 the spring turkey hunting season in:

---

EXPLANATION: CAPITALS INDICATE MATTER ADDED TO EXISTING LAW.  
[Brackets] indicate matter deleted from existing law.



3lr1984

- 1 (i) Carroll County;
- 2 (ii) Kent County; [and]
- 3 (iii) Talbot County, from 30 minutes before sunrise until 10:30 a.m.;

4 **AND**5 **(IV) WORCESTER COUNTY.**

6 (15) (i) The Department may not allow a person to hunt on public land  
7 designated for hunting by the Department on Sunday except in:

- 8 1. Allegany County;
- 9 2. Cecil County;
- 10 3. Garrett County;
- 11 4. St. Mary's County;
- 12 5. Washington County;
- 13 6. Dorchester County, for turkey during the spring turkey  
14 hunting season;
- 15 7. Frederick County, for deer from the first Sunday in  
16 October through the second Sunday in January of the following year, inclusive; [and]
- 17 8. Subject to subparagraph (ii) of this paragraph, Somerset  
18 County, on public land leased to a hunt club from 30 minutes before sunrise until 10:30  
19 a.m.; **AND**

20 **9. WORCESTER COUNTY, FOR TURKEY DURING THE**  
21 **SPRING TURKEY HUNTING SEASON.**

22 (ii) The time restrictions under subparagraph (i)8 of this paragraph  
23 do not apply:

3lr1984

- 1                                   1.     On each Sunday of the deer firearms season; and
- 2                                   2.     On the last three Sundays in October and the first two
- 3     Sundays in November of the deer bow hunting season.

4             SECTION 2. AND BE IT FURTHER ENACTED, That this Act shall take effect July

5     1, 2023.



Worcester County Government

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

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**MEMORANDUM**

TO: Worcester County Commissioners  
FROM: Weston S. Young, Chief Administrative Officer  
DATE: January 31, 2023  
RE: 2023 House Bill 119

---

It has been requested that House Bill 119, as introduced in this year's General Assembly, be presented for discussion.

Attachments:

House Bill 119 – Pages 2-5

## HOUSE BILL 119

F1

3lr0901

(PRE-FILED)

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**By: Delegate Atterbeary**

Requested: November 18, 2022

Introduced and read first time: January 11, 2023

Assigned to: Ways and Means

---

## A BILL ENTITLED

1 AN ACT concerning

2 **Primary and Secondary Education – Comprehensive Health Education**  
3 **Framework – Established**4 FOR the purpose of requiring the State Department of Education, in collaboration with the  
5 Maryland Department of Health, to develop a comprehensive health education  
6 framework; requiring each county board of education to create an age-appropriate  
7 curriculum that is consistent with the comprehensive health education framework;  
8 requiring each county board to establish a method by which a parent or guardian  
9 may opt out of certain topics, subject to certain requirements; requiring each county  
10 board to report each year to the State Department of Education on certain actions;  
11 and generally relating to the establishment of a comprehensive health education  
12 framework in public schools.13 BY repealing and reenacting, with amendments,  
14 Article – Education  
15 Section 7-401  
16 Annotated Code of Maryland  
17 (2022 Replacement Volume)18 SECTION 1. BE IT ENACTED BY THE GENERAL ASSEMBLY OF MARYLAND,  
19 That the Laws of Maryland read as follows:20 **Article – Education**

21 7-401.

22 (a) With the assistance of the county health department, each county board shall  
23 provide:

24 (1) Adequate school health services;

---

EXPLANATION: CAPITALS INDICATE MATTER ADDED TO EXISTING LAW.

[Brackets] indicate matter deleted from existing law.



1 (2) Instruction in health education, including the importance of physical  
2 activity in maintaining good health; and

3 (3) A healthful school environment.

4 (b) The Department [of Education] and the Maryland Department of Health  
5 jointly shall:

6 (1) Develop public standards and guidelines for school health programs;  
7 and

8 (2) Offer assistance to the county boards and county health departments  
9 in their implementation.

10 (c) **(1) THE DEPARTMENT, IN CONSULTATION WITH THE MARYLAND**  
11 **DEPARTMENT OF HEALTH, SHALL DEVELOP A COMPREHENSIVE HEALTH**  
12 **EDUCATION FRAMEWORK.**

13 **(2) THE DEPARTMENT SHALL UPDATE THE COMPREHENSIVE**  
14 **HEALTH EDUCATION FRAMEWORK IN THE MANNER AND AT THE TIME THE STATE**  
15 **SUPERINTENDENT DETERMINES IS NECESSARY.**

16 **(3) THE COMPREHENSIVE HEALTH EDUCATION FRAMEWORK SHALL,**  
17 **AT A MINIMUM, INCLUDE THE FOLLOWING TOPICS:**

18 **(I) HEALTH PROMOTION;**

19 **(II) MENTAL AND EMOTIONAL HEALTH;**

20 **(III) SUBSTANCE ABUSE PREVENTION;**

21 **(IV) FAMILY LIFE AND HUMAN SEXUALITY;**

22 **(V) GENDER IDENTITY AND SEXUAL ORIENTATION;**

23 **(VI) SAFETY AND VIOLENCE PREVENTION;**

24 **(VII) HEALTHY EATING; AND**

25 **(VIII) DISEASE PREVENTION AND CONTROL.**

26 **(4) (I) EACH COUNTY BOARD SHALL CREATE AN**  
27 **AGE-APPROPRIATE CURRICULUM THAT IS CONSISTENT WITH THE COMPREHENSIVE**



1 **HEALTH EDUCATION FRAMEWORK.**

2           **(II) IN DEVELOPING A CURRICULUM UNDER THIS PARAGRAPH,**  
3 **EACH COUNTY BOARD SHALL ESTABLISH A COMMITTEE COMPOSED OF EDUCATORS,**  
4 **HEALTH EXPERTS, AND MEMBERS OF THE LOCAL COMMUNITY TO REVIEW AND**  
5 **COMMENT ON WHETHER CURRICULUM MATERIALS ARE CONSISTENT WITH THE**  
6 **COMPREHENSIVE HEALTH EDUCATION FRAMEWORK.**

7           **(5) (I) SUBJECT TO SUBPARAGRAPHS (II) AND (III) OF THIS**  
8 **PARAGRAPH, EACH COUNTY BOARD SHALL ESTABLISH POLICIES, GUIDELINES, AND**  
9 **PROCEDURES FOR A PARENT OR GUARDIAN TO OPT OUT OF THE FAMILY LIFE AND**  
10 **HUMAN SEXUALITY OR THE GENDER IDENTITY AND SEXUAL ORIENTATION TOPICS**  
11 **FOR THE PARENT OR GUARDIAN’S STUDENT IN EACH GRADE IN WHICH THOSE**  
12 **TOPICS ARE TAUGHT.**

13           **(II) THE COUNTY BOARD MAY NOT AUTHORIZE A PARENT OR**  
14 **GUARDIAN TO OPT THE PARENT OR GUARDIAN’S STUDENT OUT OF EDUCATION**  
15 **RELATING TO HIV AND AIDS PREVENTION.**

16           **(III) EACH COUNTY BOARD SHALL IDENTIFY APPROPRIATE**  
17 **ALTERNATIVE LEARNING OBJECTIVES AND MEASURABLE GOALS THAT MEET STATE**  
18 **AND LOCAL HEALTH EDUCATION REQUIREMENTS FOR A STUDENT WHOSE PARENT**  
19 **OR GUARDIAN HAS ELECTED TO OPT THE STUDENT OUT OF A PARTICULAR TOPIC**  
20 **UNDER SUBPARAGRAPH (I) OF THIS PARAGRAPH.**

21           **(6) ON OR BEFORE JUNE 15, 2024, AND EACH JUNE 15 THEREAFTER,**  
22 **EACH COUNTY BOARD SHALL SUBMIT A REPORT TO THE DEPARTMENT DESCRIBING**  
23 **THE ACTIONS TAKEN BY THE COUNTY BOARD TO COMPLY WITH THE REQUIREMENTS**  
24 **IN PARAGRAPHS (4) AND (5) OF THIS SUBSECTION.**

25           **(D) (1) (i) Each county board shall designate a school health services**  
26 **program coordinator.**

27                   (ii) A county board may authorize the county health department to  
28 designate the school health services program coordinator.

29           (2) The school health services program coordinator shall:

30                   (i) Implement State and local health policies in the public schools;

31                   (ii) Ensure that public schools adhere to local health services  
32 guidelines; and

33                   (iii) Communicate State and local health policies to the parents and

1 guardians of public school students.

2                   (3)   (i)    Except as provided in subparagraph (ii) of this paragraph, the  
3 county board shall grant the school health services program coordinator the authority to  
4 carry out the provisions of this subsection.

5                   (ii)   The county board shall consult with a county superintendent  
6 before any change in the hiring or termination of personnel in connection with a school  
7 health services program.

8                   (4)    The Department of Education shall conduct at least two meetings  
9 annually with all school health services program coordinators in the State.

10            **[(d)] (E)**    On or before December 1, 2015, and every 5 years thereafter, the  
11 Department shall report to the Governor and, subject to § 2–1257 of the State Government  
12 Article, to the General Assembly a summary of the information reported to the State  
13 Superintendent during the COMAR certification process.

14            SECTION 2. AND BE IT FURTHER ENACTED, That this Act shall take effect July  
15 1, 2023.

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



COMMISSIONERS  
ANTHONY W. BERTINO, JR. PRESIDENT  
MADISON J. BUNTING, JR., VICEPRESIDENT  
THEODORE J. ELDER  
ERIC J. FIORI  
JOSEPH M. MITRECIC  
DIANA PURNELL

OFFICE OF THE  
COUNTY COMMISSIONERS

# Worcester County

GOVERNMENT CENTER  
ONE WEST MARKET STREET • ROOM 1103

Snow Hill, Maryland

21863-1195

WESTON S. YOUNG  
CHIEF ADMINISTRATIVE OFFICER

CANDACE SAVAGE  
DEPUTY CHIEF ADMINISTRATIVE  
OFFICER

ROSCOE R. LESLIE  
COUNTY ATTORNEY

## MEMORANDUM

TO: Worcester County Commissioners  
FROM: Kim Moses, Public Information Officer  
DATE: February 2, 2023  
RE: Letter of support for HB 113/SB 135

---

The Ocean City mayor and council are requesting a letter of support from the Worcester County Commissioners for HB 113/SB 135 Worcester County – Alcoholic Beverages – Ocean City Promotor’s License, as requested by the Ocean City Mayor and Council. This legislation would establish an Ocean City promoter’s license. It would also authorize the Worcester County Board of License Commissioners to issue the license to a for-profit organization to sell and serve beer, wine, and liquor at an entertainment event that is located within the corporate limits of Ocean City, that is owned by the town, and that is designated and approved by the Ocean City mayor and council.

The draft letter supporting HB 113/SB 135 is attached for Commission President Bertino to sign.

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



COMMISSIONERS  
ANTHONY W. BERTINO, JR. PRESIDENT  
MADISON J. BUNTING, JR., VICEPRESIDENT  
THEODORE J. ELDER  
ERIC J. FIORI  
JOSEPH M. MITRECIC  
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OFFICE OF THE  
COUNTY COMMISSIONERS

# Worcester County

GOVERNMENT CENTER  
ONE WEST MARKET STREET • ROOM 1103

Snow Hill, Maryland  
21863-1195

WESTON S. YOUNG  
CHIEF ADMINISTRATIVE OFFICER  
CANDACE I. SAVAGE  
DEPUTY CHIEF ADMINISTRATIVE  
OFFICER  
ROSCOE R. LESLIE  
COUNTY ATTORNEY

February 7, 2023

Senate Delegation for the Eastern Shore  
11 Bladen Street  
Annapolis, MD 21401

House Delegation for the Eastern Shore  
6 Bladen Street  
Annapolis, MD 21401

Honorable Senator Mary Beth Carozza  
314 James Senate Office Building

Honorable Delegate Wayne A. Hartman  
308 House Office Building

Honorable Delegate Charles J. Otto  
321 House Office Building

RE: Support for HB 113/SB 135 Worcester County – Alcoholic Beverages – Ocean City Promotor’s License

Dear Senator Carozza and Delegates Hartman and Otto,

The Worcester County Commissioners fully support HB 113/SB 135 Worcester County – Alcoholic Beverages – Ocean City Promotor’s License, as requested by the Ocean City Mayor and Council. We understand that the intent of these bills is to establish an Ocean City promotor’s license and authorize the Worcester County Board of License Commissioners to issue the license to a for-profit organization to sell and serve beer, wine, and liquor at an entertainment event that is located within the corporate limits of Ocean City, that is owned by the town, and that is designated and approved by the Ocean City mayor and council.

This legislation will serve as a valuable tool to continue growing the tourism economy. We thank you for your consideration of our request. If you have any questions, please feel free to contact me or Chief Administrative Officer Weston Young at [Weston.young@co.worcester.md.us](mailto:Weston.young@co.worcester.md.us) or 410-632-1194.

Sincerely,

Anthony W. Bertino, Jr., President  
Worcester County Commissioners

## HOUSE BILL 113

A2

(PRE-FILED)

3lr0957

CF 3lr1459

---

**By: Delegate Hartman**

Requested: November 19, 2022

Introduced and read first time: January 11, 2023

Assigned to: Economic Matters

---

## A BILL ENTITLED

1 AN ACT concerning

2 **Worcester County – Alcoholic Beverages – Ocean City Promoter’s License**

3 FOR the purpose of establishing an Ocean City promoter’s license in Worcester County;  
 4 authorizing the Board of License Commissioners for Worcester County to issue the  
 5 license to a for-profit organization to sell and serve beer, wine, and liquor at an  
 6 entertainment event that is held on certain premises located in Ocean City; and  
 7 generally relating to alcoholic beverage licenses in Worcester County.

8 BY repealing and reenacting, without amendments,  
 9 Article – Alcoholic Beverages  
 10 Section 33–102  
 11 Annotated Code of Maryland  
 12 (2016 Volume and 2022 Supplement)

13 BY adding to  
 14 Article – Alcoholic Beverages  
 15 Section 33–1310  
 16 Annotated Code of Maryland  
 17 (2016 Volume and 2022 Supplement)

18 SECTION 1. BE IT ENACTED BY THE GENERAL ASSEMBLY OF MARYLAND,  
 19 That the Laws of Maryland read as follows:

20 **Article – Alcoholic Beverages**

21 33–102.

22 This title applies only in Worcester County.

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**EXPLANATION: CAPITALS INDICATE MATTER ADDED TO EXISTING LAW.**

[Brackets] indicate matter deleted from existing law.



1 **33-1310.**

2 (A) **THERE IS AN OCEAN CITY PROMOTER'S LICENSE.**

3 (B) **THE BOARD MAY ISSUE THE LICENSE TO A FOR-PROFIT ORGANIZATION**  
4 **TO SELL AND SERVE BEER, WINE, AND LIQUOR AT AN ENTERTAINMENT EVENT THAT**  
5 **IS HELD ON A PREMISES THAT IS:**

6 (1) **LOCATED WITHIN THE CORPORATE LIMITS OF OCEAN CITY;**

7 (2) **OWNED BY OCEAN CITY; AND**

8 (3) **DESIGNATED AND APPROVED BY THE MAYOR AND CITY COUNCIL**  
9 **OF OCEAN CITY.**

10 (C) **THE BOARD MAY ADOPT REGULATIONS THAT:**

11 (1) **RESTRICT THE NUMBER OF LICENSES ISSUED UNDER THIS**  
12 **SECTION EACH YEAR; AND**

13 (2) **ESTABLISH THE REQUIREMENTS FOR CONDUCTING THE SALE AND**  
14 **SERVICE OF BEER, WINE, AND LIQUOR AT THE EVENT DESCRIBED IN SUBSECTION (B)**  
15 **OF THIS SECTION, INCLUDING HEALTH AND SAFETY STANDARDS TO BE MET BY A**  
16 **LICENSE HOLDER.**

17 (D) **AN APPLICANT FOR THE LICENSE SHALL SUBMIT AN APPLICATION**  
18 **UNDER OATH ON THE FORM THAT THE BOARD PROVIDES.**

19 (E) **THE LICENSE FEE IS \$5,000.**

20 SECTION 2. AND BE IT FURTHER ENACTED, That this Act shall take effect July  
21 1, 2023.

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



COMMISSIONERS  
 Anthony W. Bertino, Jr., PRESIDENT  
 Madison J. Bunting, Jr., VICE PRESIDENT  
 Caryn Abbott  
 Theodore J. Elder  
 Eric J. Fiori  
 Joseph M. Mitrecic  
 Diana Purnell

OFFICE OF THE  
 COUNTY COMMISSIONERS  
**Worcester County**  
 GOVERNMENT CENTER  
 ONE WEST MARKET STREET • ROOM 1103  
 SNOW HILL, MARYLAND  
 21863-1195

WESTON S. YOUNG, P.E.  
 CHIEF ADMINISTRATIVE OFFICER  
 CANDACE I. SAVAGE  
 DEPUTY ADMINISTRATIVE OFFICER  
 ROSCOE R. LESLIE  
 COUNTY ATTORNEY

January 26, 2023

TO: Worcester County Commissioners  
 FROM: Karen Hammer, Administrative Assistant V  
 SUBJECT: Upcoming Board Appointments - Terms Beginning January 1, 2023

Attached, please find copies of the Board Summary sheets for all County Boards or Commissions (15), which have current or upcoming vacancies (33).

**Attention: Two Nominations for LMB**

**President Bertino – You have Three (3) positions open:**

- George Solyak – Term Ending – Agricultural Reconciliation Bd.
- J.T. Novak – Term Ending – Bd. Of Electrical Examiners
- James Spicknall – Term Ending – WWW – Ocean Pines Advisory

**Commissioner Purnell – You have fulfilled all board positions, Thank you!**

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

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

**Commissioner Abbott - You have fulfilled all board positions, Thank you!**

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

- Jake Mitrecic – Resigned – Housing Review Bd.

**Commissioner Elder - You have Three (3) positions open:**

- Brooks Clayville – Term Ending - Planning Commission
- George Dix – Term Ending – Solid Waste Advisory Bd.
- Hope Carmean – Tenure Expires – Commission For Women - Not a Reappointment

**Commissioner Fiori - You have Eleven (11) positions open:**

- Jim Wilson – Term Ending – Building Code Appeals Bd.
- Chase Church – Resigning – Housing Review Bd.
- Cam Bunting – Local Development Council Ocean Downs – Available for Reappointed, Berlin – Resident
- Martin Kwesko - Term Ended - Dec. 21-Water & Sewer Advisory Council, Mystic Harbour
- Matthew Kraeuter - Term Ended - Dec. 21-Water & Sewer Advisory Council, Mystic Harbour
- Joseph Weitzell – passed - Water & Sewer Advisory Council, Mystic Harbour
- Richard Jendrek- passed- Water & Sewer Advisory Council, Mystic Harbour
- Bruce Burns -passed- Water & Sewer Advisory Council, Mystic Harbour
- Keith Swanton -Term Ended-Dec. 21- Water & Sewer Advisory Council, West Ocean City
- Elizabeth Rodier -Term Ending-Dec. 21- Commission for Women- Not a Reappointment
- Mary “Liz” Mumford -Tenure Expired -Dec. 21- Commission for Women- Not a Reappointment

**All Commissioners:**

- **(5)-Adult Public Guardianship Board-** (1) Vacancy/Resignation- Dr. Kenneth Widra - Psychiatrist – (4) Term Endings – Dr. Greer, Mr. Collins, Ms. Howard and Ms. Wessels.
- **(1) -Drug and Alcohol Abuse Council - 4 Positions – (1)** (Passing of Dr. Cragway, Jr),
- **(2) - Local Development Council For the Ocean Downs Casino-4 yr.-** Mark Wittmyer At-Large, David Massey (At-Large-Business O.P.),
- **(1) – LDCODC** – available and in agreement to be **reappointed** – Cam Bunting-(Fiori)
- **(2) – Local Management Board – Nominations** – Ivone Lomax, Ex Officio and Jennifer Loring, Ex-Officio.
- **(5) - Water and Sewer Advisory Council - Mystic Harbour (3)** (Passing of Richard Jendrek, Bruce Burns and Joseph Weitzell) **(2)**-Term E n d e d -Martin Kwesko and Matthew Kraeuter
- **(1)- Water and Sewer Advisory Council- West Ocean City-(1)** Term Ended-Dec. 21 - Keith Swanton
- **(7) - Commission for Women-(3) Resigned** -Elizabeth Rodier, (Fiori) not a reappointment resignation of Susan Childs (Bunting) and the resignation of Kris Heiser  
**(2) Term Ending-** Coleen Colson (DSS), and Windy Phillips (Bd. Of Ed.)  
**(2) Tenure Ending** - Mary Mumford (At-Large) and Hope Carmean (Elder)



**Pending Board Appointments - By Commissioner****District 1 - Abbott**

Thank You, all of your boards are complete.

**District 2 -Purnell**

Thank You, all of your boards are complete.

**District 3 - Fiori**

- p. 8 Jim Wilson – Term Ending – Building Code Appeals Bd.
- p. 13 Chase Church – Resigning – Housing Review Bd.
- p. 14 Cam Bunting – Local Development Council Ocean Downs – Available for Reappointed
- p.19 Martin Kwesko - Term Ending - Dec. 21-Water & Sewer Advisory Council, Mystic Harbour
- p.19 Matthew Kraeuter - Term Ending - Dec. 21-Water & Sewer Advisory Council, Mystic H.
- p.19 Joseph Weitzell – passed - Water & Sewer Advisory Council, Mystic Harbour
- p.19 Richard Jendrek- passed- Water & Sewer Advisory Council, Mystic Harbour
- p.19 Bruce Bums -passed- Water & Sewer Advisory Council, Mystic Harbour
- p.21 Keith Swanton -Term Ending-Dec. 21- Water & Sewer Advisory Council, West Ocean City
- p.22 Elizabeth Rodier -Term Ending-Dec. 21- Commission for Women- Not a Reappointment
- p.22 Mary “Liz” Mumford -Term Ending-Dec. 21- Commission for Women- Not a Reappointment

**District 4 - Elder**

- p.17 Brooks Clayville – Planning Commission
- p.18 George Dix – Term Ending – Solid Waste Advisory Bd.
- p.22 Hope Carmean – Term Ending – Commission For Women

**District 5 - Bertino**

- p.7 George Solyak – Term Ending – Agricultural Reconciliation Bd.
- p.11 J.T. Novak – Term Ending – Bd. Of Electrical Examiners
- p.20 James Spicknall – Term Ending – WWW – Ocean Pines Advisory

**District 6-Bunting**

- p. 12 David Deutsch– Ethics Board –
- p. 22 Susan Childs - resigned– Commission For Women

**District 7 -Mitrecic**

- p.13 Jake Mitrecic – Resigned – Housing Review Bd.

**All Commissioners:**

**p. 5- (5)-Adult Public Guardianship Board-** (1) Vacancy/Resignation- Dr. Kenneth Widra  
- Psychiatrist – (4) Term Endings – Dr. Greer, Mr. Collins, Ms. Howard and Ms. Wessels.

**p. 9 - (1) -Drug and Alcohol Abuse Council – (1)** (Passing of Dr. Cragway, Jr),

**p. 14 - (2) - Local Development Council For the Ocean Downs Casino-4 yr.-**  
Mark Wittmyer At-Large, David Massey (At-Large-Business O.P.),

**p. 14 (1)- LDCODC** – available and in agreement to be **reappointed** – Cam Bunting-(Fiori)

**p. 15 (2) – Local Management Board** – Ivone Loma and Jennifer Loring, Ex Officio’s

**p. 19 - (5) - Water and Sewer Advisory Council - Mystic Harbour** (Passing of  
Richard Jendrek, Bruce Burns and Joseph Weitzell) (1)-Term Endings - Martin  
Kwesko and Matthew Kraeuter.

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

**p. 22 - (7) - Commission for Women (3) Resigned** -Elizabeth Rodier, (Fiori)  
Resignation of Susan Childs (Bunting) and the resignation of Kris Heiser.

**(2) Term Ending-** Coleen Colson (DSS), and Windy Phillips  
(Bd. Of Ed.)

**(2) Tenure Ending** - Mary Mumford (At-Large) and Hope  
Carmean (Elder)

ADULT PUBLIC GUARDIANSHIP BOARD

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

Appointed by: County Commissioners

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

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

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

Meetings: Semi-annually

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

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

Current Members:

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

\* = Appointed to fill an unexpired term

**ADULT PUBLIC GUARDIANSHIP BOARD**  
(Continued)

## Prior Members:

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

## Since 1972

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

\* = Appointed to fill an unexpired term

Reference: Public Local Law § ZS 1-346 (Right to Farm Law)

Appointed by: County Commissioners

Function: Regulatory  
 Mediate and arbitrate disputes involving agricultural or forestry operations conducted on agricultural lands and issue opinions on whether such agricultural or forestry operations are conducted in a manner consistent with generally accepted agricultural or forestry practices and to issue orders and resolve disputes and complaints brought under the Worcester County Right to Farm Law.

Number/Term: 5 Members/4-Year Terms - Terms expire December 31st

Compensation: None - Expense Reimbursement as provided by County Commissioners

Meetings: At least one time per year, more frequently as necessary

Special Provisions: - All members must be County residents  
 - Two Members chosen from nominees of Worcester County Farm Bureau  
 - One Member chosen from nominees of Worcester County Forestry Board  
 - Not less than 2 but not more than 3 members shall be engaged in the agricultural or forestry industries (**At-Large members - non-ag/forestry**)

Staff Contact: Dept. of Development Review & Permitting  
 - Jennifer Keener (410-632-1200)  
 County Agricultural Extension Agent - As Consultant to the Board  
 - Doug Jones, District Manager, Resource Conservation District - (632-3109, x112)

Current Members:

<u>Member's Name</u>	<u>Nominated By</u>	<u>Ag/Forest Industry</u>	<u>Resides</u>	<u>Years of Term(s)</u>
George Solyak	At-Large	No	Ocean Pines	18-22
Stacey Esham	Forestry Bd.	Yes	Berlin	12-16-20, 20-24
Brooks Clayville	Farm Bureau	Yes	Snow Hill	00-04-08-12-16-20, 20-24
Dean Ennis	Farm Bureau	Yes	Pocomoke	06-10-14-18-22-26
Tom Babcock	At-Large	No	Whaleyville	14-18-22-26

Prior Members: Since 2000

Michael Beauchamp (00-06)  
 Phyllis Davis (00-09)  
 Richard G. Holland, Sr. (00-12)  
 Rosalie Smith (00-14)  
 Betty McDermott \*(09-17)

\* = Initial terms staggered

## BUILDING CODE APPEALS BOARD

Reference: PGL - Public Safety Article - Section 12-501 - 12-508 - Annotated Code of Maryland  
COMAR 05.02.07 (Maryland Building Performance Standards)  
- International Building Code, International Residential Code

Appointed by: County Commissioners

Function: Quasi-Judicial  
Hear and decide upon appeals of the provisions of the International Building Code (IBC) and International Residential Code for one- and two-family dwellings (IRC)

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

Compensation: \$100 per meeting (by policy)

Meetings: As Needed

Special Provisions: Members shall be qualified by reason of experience, training or formal education in building construction or the construction trades.

Staff Contact: Jennifer Kenner, Director  
Development Review & Permitting (410-632-1200, ext. 1100)

### Current Members:

<u>Member's Name</u>	<u>Nominated By</u>	<u>Resides</u>	<u>Years of Term(s)</u>
Jim Wilson	D-3 - Fiori	Berlin	02-06-10-14-18, 18-22
Elbert Davis	D-2 - Purnell	Snow Hill	*03-03-07-11-15-19, 19-23
Bill Paul	D-7 - Mitrecic	Ocean Pines	15-19, 19-23
Kevin Holland	D-1 - Abbott	Pocomoke	96-04-08-12-16-20, 20-24
James Spicknall	D-5 - Bertino	Ocean Pines	04-08-12-16-20, 20-24
Mike Poole	D-6 - Bunting	Bishopville	17-21, 21-25
Mark Bargar	D-4 - Elder	Berlin	14-18-22-26

### Prior Members:

Robert L. Cowger, Jr. (92-95)  
Charlotte Henry (92-97)  
Robert Purcell (92-98)  
Edward DeShields (92-03)  
Sumei Prete (97-04)  
Shane C. Spain (03-14)  
Dominic Brunori (92-15)  
Richard P. Mueller (98-17)

\* = Appointed to fill an unexpired term

Reference: PGL Health-General, Section 8-1001

Appointed by: County Commissioners

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

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

Compensation: None

Meetings: As Necessary

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

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

Current Members:

<u>Name</u>	<u>Representing</u>	<u>Years of Term(s)</u>
	<b><u>At-Large Members</u></b>	
Jaclyn Sturgis	Knowledgeable on Substance Abuse Issues	*22-23
Jim Freeman, Jr.	Knowledgeable on Substance Abuse Issues	04-11-15, 15-19, 19-23
Mimi Dean	Substance Abuse Prevention Provider	*18-19, 19-23
Kim Moses	Knowledgeable on Substance Abuse Issues	08-12-16-20, 20-24
Dr. Roy W. Cragway, Jr.	Knowledgeable on Substance Abuse Issues	*17-20, 20-24
Rev. James Jones	Knowledge of Substance Abuse Issues	*21-25
Tina Simmons	Knowledge of Substance Abuse Treatment	21-25
Eric Gray (Christina Purcell)	Substance Abuse Treatment Provider	*15-18-22-26
Sue Abell-Rodden	Recipient of Addictions Treatment Services	10-14-18-22-26
Colonel Doug Dods	Knowledgeable on Substance Abuse Issues	04-10 (adv)-14-18-22-26

**Ex-Officio Members**

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

\* Appointed to a partial term for proper staggering, or to fill a vacant term

## Advisory Members

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

## Prior Members:

Since 2004

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

\* Appointed to a partial term for proper staggering, or to fill a vacant term



## BOARD OF ELECTRICAL EXAMINERS

Reference: Public Local Law BR §2-203

Appointed by: County Commissioners

Function: Regulatory  
Regulate licensing of electricians in Worcester County.

Number/Term: 7/3 years  
Terms expire December 31st

Compensation: \$100 meeting for expenses (as determined by County Commissioners)

Meetings: As Needed (1 per month)

Special Provisions: 1 must be electrical contractor in Worcester County for 5-years prior.  
1 must be electrician in Worcester County.  
All must be residents of Worcester County.

Staff Contact: Department of Development Review & Permitting  
Deborah Mooney 410-632-1200

### Current Members:

<u>Member's Name</u>	<u>Nominated By</u>	<u>Resides</u>	<u>Years of Term(s)</u>
J.T. Novak (ME-5)	D-5, Bertino	Ocean Pines	07-10-13-16-19, 19-22
Michael Patchett (ME-5)	D-7, Mitrecic	West Ocean City	08-11-14-17-20, 20-23
Kenneth Lambertson (ME-5)	D-1, Abbott	Pocomoke	96-11-14-17-20, 20-23
Steve Kolarik (EG-5)	D-6, Bunting	Bishopville	12-21, 21-24
Duane Duncan (ME-5)	D-3, Fiori	Berlin	*05-12-15-18-21-24
Roy M. Case (ME)	D-2, Purnell	Berlin	10-13-16-19-22-25
Carl Smith (ME-5)	D-4, Elder	Snow Hill	98-10-13-16-19-22-25

(Key: ME-5 = Master Electrician at least 5-years; ME = Master Electrician; EL = Electrician Limited; EG = Electrician General)

### Prior Members: (Since 1972)

Harrison Lambertson	Howard Pusey	Bob Arnold (97-10)
William Molnar	Elwood Bunting	Jamie Englishmen (06-12)
Thomas Ashby	W. Prentiss Howard	
Billy Burton Cropper	Frank Bradshaw (90-96)	
Alonza Anderson	H. Coston Gladding (90-96)	
Gus Foltz	Willard W. Ward (92-97)	
Robert Conner	Walter Ward (92-98)	
Gus Payne	Dale Venable (94-00)	
Robert Farley	Gary Frick (96-03)	
Mike Costanza	Thomas Duncan (02-05)	
Herbert Brittingham	Mike Henderson (00-06)	
Otho Mariner	Brent Pokrywka (02-07)	
Mark Odachowski	Joel Watsky (03-08)	

\* = Appointed to fill an unexpired term

**ETHICS BOARD**

Reference: Public Local Law, Section CG 5-103

Appointed by: County Commissioners

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

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

Compensation: \$100 per meeting

Meetings: As Necessary

Special Provisions:

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

Current Members:

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

Prior Members: (Since 1972)

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

\* = Appointed to fill an unexpired term

## HOUSING REVIEW BOARD

Reference: Public Local Law §BR 3-104

Appointed by: County Commissioners

Function: Regulatory/Advisory  
To decide on appeals of code official's actions regarding the Rental Housing Code. Decide on variances to the Rental Housing Code. Review Housing Assistance Programs.

Number/Term 7/3-year terms  
Terms expire December 31st

Compensation: \$100 per meeting (policy)

Meetings: As Needed

Special Provisions: Immediate removal by Commissioners for failure to attend meetings.

Staff Support: Development Review & Permitting Department  
Davida Washington, Housing Program Administrator - 410-632-1200  
Ext: 1171

### Current Members:

<u>Member's Name</u>	<u>Nominated By</u>	<u>Resides</u>	<u>Years of Terms(s)</u>
Chase Church	D-3, Fiori	Ocean Pines	*19-20, 20-23(resigning)
Scott Tingle	D-4, Elder	Snow Hill	14-17-20, 20-23
Maria Campione-Lawrence	D-5, Bertino	Ocean Pines	*22-23
Felicia Green	D-2, Purnell	Ocean Pines	*21-24
Jake Mitrecic	D-7, Mitrecic	Ocean City	15-18-21, 21-24(resigning)
Keri-Ann F. Byrd	D-1, Abbott	Pocomoke	22-25
Debbie Hileman	D-6, Bunting	Ocean Pines	10-13-16-19-22-25

### Prior Members:

Phyllis Mitchell	Wardie Jarvis, Jr. (96-03)	C.D. Hall 10-22
William Lynch	Albert Bogdon (02-06)	
Art Rutter	Jamie Rice (03-07)	
William Buchanan	Howard Martin (08)	
Christina Alphonso	Marlene Ott (02-08)	
Elsie Purnell	Mark Frostrom, Jr. (01-10)	
William Freeman	Joseph McDonald (08-10)	
Jack Dill	Sherwood Brooks (03-12)	
Elbert Davis	Otho Mariner (95-13)	
J. D. Quillin, III (90-96)	Becky Flater (13-14)	
Ted Ward (94-00)	Ruth Waters (12-15)	
Larry Duffy (90-00)	John Glorioso (*06-19)	
Patricia McMullen (00-02)	Sharon Teagle (00-20)	
William Merrill (90-01)	Davida Washington (*21-21)	
Debbie Rogers (92-02)	Donna Dillion (08-22)	

\* = Appointed to fill an unexpired term

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

**ITEM 22**

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

Appointed by: County Commissioners

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

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

Compensation: None

Meetings: At least semi-annually

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

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

**Current Members:**

<u>Member's Name</u>	<u>Nominated By</u>	<u>Represents/Resides</u>	<u>Years of Term(s)</u>
Mark Wittmyer	At-Large	Business - Ocean Pines	15-19
David Massey <sup>c</sup>	At-Large	Business - Ocean Pines	09-13-17, 17-21
Cam Bunting <sup>c</sup>	At-Large	Business - Berlin	*09-10-14-18, 18-22
Bobbi Sample	Ocean Downs Casino	Ocean Downs Casino	17-indefinite
Mary Beth Carozza	Indefinite	Maryland Senator	14-indefinite
Wayne A. Hartman	Indefinite	Maryland Delegate	18-indefinite
Charles Otto	Indefinite	Maryland Delegate	14-indefinite
Roxane Rounds	Dist. 2 - Purnell	Resident - Berlin	*14-15-19, 19-23
Michael Donnelly	Dist. 7 - Mitrecic	Resident - Ocean City	*16-19, 19-23
Steve Ashcraft	Dist. 6 - Bunting	Resident - Ocean Pines	*19-20, 20-24
Kerrie Bunting	Dist. 4 - Elder	Resident - Snow Hill	*22-24
Mayor Rick Meehan <sup>c</sup>	At-Large	Business - Ocean City	*09-12-16-20-24
Bob Gilmore	Dist. 5 - Bertino	Resident - Ocean Pines	*19-21, 21-25
Matt Gordon	Dist. 1 – Abbott	Resident - Pocomoke	19-22, 22-26
Ivy Wells	Dist. 3 - Church	Resident - Berlin	22-26

**Prior Members:**

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

**Since 2009**

Joe Cavilla (12-17)  
James N. Mathias, Jr.<sup>c</sup> (09-18)  
Ron Taylor<sup>c</sup> (09-14)  
James Rosenberg (09-19)  
Rod Murray<sup>c</sup> (\*09-19)  
Gary Weber (\*19-21)

Charlie Dorman (12-19)  
Gee Williams (09-21)

\* = Appointed to fill an unexpired term/initial terms staggered  
<sup>c</sup> = Charter Member

## WORCESTER COUNTY'S INITIATIVE TO PRESERVE FAMILIES BOARD

Previously - Local Management Board; and Children, Youth and Family Services Planning Board

Reference: Commissioners' Resolution No. 09-3, adopted on January 6, 2009

Appointed by: County Commissioners

Functions: Advisory/Policy Implementation/Assessment and Planning  
 - Implementation of a local, interagency service delivery system for children, youth and families;  
 - Goal of returning children to care and establishment of family preservation within Worcester County;  
 - Authority to contract with and employ a service agency to administer the State Service Reform Initiative Program

Compensation: \$100 Per Meeting for Private Sector Members

Number/Term: 9 members/5 Public Sector, 4 Private Sector with 3-year terms  
 51% of members must be public sector  
 Terms expire December 31<sup>st</sup>

Meetings: Monthly

Staff Contact: Jessica Sexauer, Director, Local Management Board - (410) 632-3648  
 Christen Barbierri – LMB Coordinator - (410) 632-3648  
 Lisa Shockley, LMB Admin. Support

**Current Members:**

<u>Member's Name</u>	<u>Nominated By</u>	<u>Resides/Representing</u>	<u>Years of Term(s)</u>
Jennifer LaMade	<i>Ex officio</i>	Core Service Agency	Indefinite
Rebecca Jones	<i>Ex officio</i>	Health Department	Indefinite
Spencer "Lee" Tracey	<i>Ex officio</i>	Juvenile Justice	Indefinite
Louis H. Taylor	<i>Ex officio</i>	Board of Education	Indefinite
Roberta Baldwin	<i>Ex officio</i>	Department of Social Services	Indefinite
Dr. Mark Bowen	At-Large - J. Purnell	Snow Hill	20-23
Amy Rothermel	At-Large - Mitrecic	Ocean City	17-20, 20-23
Mark Frostrom	At-Large - Nordstrom	Pocomoke City	*99-12-15-18-21-24
Theophilus Hobbs IV	At-Large - D. Purnell	Snow Hill	19-22-25

**Prior Members (since 1994):**

Tim King (97)	Sharon DeMar Reilly	Andrea Watkins (13-17)
Sandra Oliver (94-97)	Kathy Simon	Sheila Warner (Indefinite)
Velmar Collins (94-97)	Vickie Stoner Wrenn	Ira Shockley (03-19)
Catherine Barbierri (95-97)	Robin Travers	Eloise Henry-Gordy *(07-20)
Ruth Geddie (95-98)	Jordan Taylor (09)	
Rev. Arthur George (94-99)	Aaron Marshall (09)	
Kathey Danna (94-99)	Allen Bunting (09)	
Sharon Teagle (97-99)	LaTrele Crawford (09)	
Jeanne Lynch (98-00)	Sheriff Charles T. Martin	
Jamie Albright (99-01)	Joel Todd, State's Attorney	
Patricia Selig (97-01)	Ed Montgomery (05-10)	
Rev. Lehman Tomlin (99-02)	Edward S. Lee (07-10)	
Sharon Doss	Toni Keiser (07-10)	
Rick Lambertson	Judy Baumgartner (07-10)	
Cyndy B. Howell	Claudia Nagle (09-10)	
Sandra Lanier (94-04)	Megan O'Donnell (10)	
Dr. James Roberts (98-04)	Kiana Smith (10)	
Dawn Townsend (01-04)	Christopher Bunting (10)	
Pat Boykin (01-05)	Simi Chawla (10)	
Jeannette Tresler (02-05)	Jerry Redden	Updated: January 5, 2023
Lou Taylor (02-05)	Jennifer Standish	Printed: January 5, 2023
Paula Erdie	Anne C. Turner	
Rev. Pearl Johnson (05-07)	Marty Pusey	
Peter Fox (05-07)	Virgil L. Shockley	
Lou Etta McClafflin (04-07)	Dr. Jon Andes (96-12)	
Bruce Spangler (04-07)	Dr. Ethel M. Hines (07-13)	
	Deborah Goeller	

## Worcester County's Initiative to Preserve Families



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

Telephone: 410-632-3648

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**TO:** Anthony Bertino, President Worcester County Commissioners  
**FROM:** *JS* Jessica Sexauer, Director of Local Management Board  
 and Interim Director of Planning, Quality, and Core Services  
**DATE:** **January 9, 2023**  
**SUBJECT:** Local Management Board (LMB) Board Appointment

On behalf of the Worcester County Local Management Board, I would like to request the Commissioners make the following appointment changes to the LMB Board:

Ivonne Lomax, Ex Officio representing the Core Service Agency. This representative will fill the infinite term vacated by Jennifer LaMade's retirement from the Worcester County Health Department.

Jennifer Loring, Ex Officio representing the Department of Juvenile Services. This representative will fill the infinite term vacated by Spencer "Lee" Tracey's position due to his transfer to another position within the Department of Juvenile Services.

If you have any concerns or questions regarding these changes, please do not hesitate to contact me at 410-632-3468

Thank you for your assistance.

PLANNING COMMISSION

ITEM 22

Reference: Public Local Law ZS §1-112
Appointed by: County Commissioners
Functions: Advisory/Regulatory
Make investigations and recommendations regarding zoning text and map amendment applications; recommend conditional rezoning; make recommendations to the Board of Zoning Appeals; review public projects, proposed facility development plans, regulations and standards; review and approve site plans; review and make recommendations regarding residential planned communities; review and approve subdivision plats.
Number/Term: 7/5 years; Terms expire December 31st
Compensation: \$100 per meeting (policy)
Meetings: 1 regular meeting per month; additional meetings held as necessary
Special Provisions: Historically - one member from each Commissioner District, plus two At-Large members; one member per district once expanded to seven districts.
Staff Contact: Department of Development Review & Permitting
Jennifer Keener, Director (410-632-1200, ext. 1123)

Current Members:

Table with 4 columns: Member's Name, Nominated By, Resides, Years of Term(s). Rows include Brooks Clayville, Marlene Ott, Betty M. Smith, Mary Knight, Ken Church, Jerry Barbierr, Richard L. Wells.

Prior Members:

Since 1972

- List of names and years for prior members, including David L. Johnson, Terry Bayshore, Wilbert "Tom" Pitts, Doug Slingerland, etc.

\* = Appointed to fill an unexpired term

Reference: County Commissioners' Resolution 5/17/94 and 03-6 on 2/18/03

Appointed by: County Commissioners

Function: Advisory  
Review and comment on Solid Waste Management Plan, Recycling Plan, plans for solid waste disposal sites/facilities, plans for closeout of landfills, and to make recommendations on tipping fees.

Number/Term: 11/4-year terms; Terms expire December 31st.

Compensation: \$100 per meeting expense allowance, subject to annual appropriation

Meetings: At least quarterly

Special Provisions: One member nominated by each County Commissioner; and one member appointed by County Commissioners upon nomination from each of the four incorporated towns.

Staff Support: Solid Waste - Solid Waste Superintendent – David Candy - (410-632-3177)  
Solid Waste - Recycling Coordinator - Mike McClung - (410-632-3177)  
Department of Public Works - Dallas Baker- (410-632-5623)

Current Members:

<u>Member's Name</u>	<u>Nominated By</u>	<u>Resides</u>	<u>Years of Term(s)</u>
George Dix	D-4, Elder	Snow Hill	*10-10-14-18, 18-22
John O'Brien	D-6, Bunting	Bishopville	*22-23
Granville Jones	D-7, Mitrecic	Berlin	*15-16-20, 20-24
Michelle Beckett-El Soloh	Town of Pocomoke City		*19-20, 20-24
Michael Pruitt	Town of Snow Hill		*22-24
Don Furbay	D-3, Fiori	Berlin	20-24
James Charles	Town of Berlin		21-25
Brain Scarborough	Town of Ocean City		21-25
Vaughn White	D-2, Purnell	Berlin	*19-21, 21-25
Bob Gilmore	D-5, Bertino	Ocean Pines	*21-22, 22-26
George Linvill	D-1, Abbott	Pocomoke	14-18-22-26

Prior Members: (Since 1994)

Ron Cascio (94-96)  
 Roger Vacovsky, Jr. (94-96)  
 Lila Hackim (95-97)  
 Raymond Jackson (94-97)  
 William Turner (94-97)  
 Vernon "Corey" Davis, Jr. (96-98)  
 Robert Mangum (94-98)  
 Richard Rau (94-96)  
 Jim Doughty (96-99)  
 Jack Peacock (94-00)  
 Hale Harrison (94-00)  
 Richard Malone (94-01)  
 William McDermott (98-03)  
 Fred Joyner (99-03)

Hugh McFadden (98-05)  
 Dale Pruitt (97-05)  
 Frederick Stiehl (05-06)  
 Eric Mullins (03-07)  
 Mayor Tom Cardinale (05-08)  
 William Breedlove (02-09)  
 Lester D. Shockley (03-10)  
 Woody Shockley (01-10)  
 John C. Dorman (07-10)  
 Robert Hawkins (94-11)  
 Victor Beard (97-11)  
 Mike Gibbons (09-14)  
 Hank Westfall (00-14)  
 Marion Butler, Sr. (00-14)  
 Robert Clarke (11-15)

Bob Donnelly (11-15)  
 Howard Sribnick (10-16)  
 Dave Wheaton (14-16)  
 Wendell Purnell (97-18)  
 George Tasker (\*15-20)  
 Rodney Bailey \*19  
 Steve Brown \*10-19  
 Bob Augustine 16-19  
 Michael Pruitt \*15-19  
 James Rosenburg (\*06-19)  
 Jamey Latchum \*17-19  
 Hal Adkins (\*20-21)  
 Mike Poole (11-22)

\* = Appointed to fill an unexpired term



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

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

Appointed by: County Commissioners

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

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

Compensation: \$100.00/meeting

Meetings: Monthly or As-Needed

Special Provisions: Must be residents of Mystic Harbour Service Area

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

**Current Members:**

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

**Prior Members: (Since 2005)**

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

**WATER AND SEWER ADVISORY COUNCIL  
OCEAN PINES SERVICE AREA**

Reference: County Commissioners' Resolution of November 19, 1993

Appointed by: County Commissioners

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

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

Compensation: \$100.00/ Meeting

Meetings: Monthly

Special Provisions: Must be residents of Ocean Pines Service Area

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

Current Members:

<u>Name</u>	<u>Resides</u>	<u>Years of Term(s)</u>
James Spicknall	Ocean Pines	07-10-14-18, 18-22
Frederick Stiehl	Ocean Pines	*06-08-12-16-20, 20-24
John F. (Jack) Collins, Jr.	Ocean Pines	*18-21, 21-25
William Gabeler	Ocean Pines	22 - 26
Robert Kane	Ocean Pines	22-26

Prior Members: (Since 1993)

Andrew Bosco (93-95)  
Richard Brady (96-96, 03-04)  
Michael Robbins (93-99)  
Alfred Lotz (93-03)  
Ernest Armstrong (93-04)  
Jack Reed (93-06)  
Fred Henderson (04-06)  
E. A. "Bud" Rogner (96-07)  
David Walter (06-07)  
Darwin "Dart" Way, Jr. (99-08)  
Aris Spengos (04-14)  
Gail Blazer (07-17)  
Mike Hegarty (08-17)  
Michael Reilly (14-18)  
Bob Poremski (17-20)  
Gregory Sauter (17-21)

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

Reference: County Commissioners' Resolution of November 19, 1993

Appointed by: County Commissioners

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

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

Compensation: \$100.00/Meeting

Meetings: Monthly

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

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

Current Members:

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

Prior Members: (Since 1993)

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

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

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

Carolyn Cummins (95-99)

Roger Horth (96-04)

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

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

Chris Smack (04-14)

COMMISSION FOR WOMEN

Reference: Public Local Law CG 6-101

Appointed by: County Commissioners

Function: Advisory

Number/Term: 11/3-year terms; Terms Expire December 31

Compensation: None

Meetings: At least monthly (3<sup>rd</sup> Tuesday at 5:30 PM - alternating between Berlin and Snow Hill)

Special Provisions: 7 district members, one from each Commissioner District  
 4 At-large members, nominations from women’s organizations & citizens  
 4 Ex-Officio members, one each from the following departments: Social Services, Health & Mental Hygiene, Board of Education, Public Safety  
 No member shall serve more than six consecutive years

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

Current Members:

<u>Member's Name</u>	<u>Nominated By</u>	<u>Resides</u>	<u>Years of Term(s)</u>
Elizabeth Rodier	D-3, Fiori	Bishopville	18-21(Resigned)
Mary E. (Liz) Mumford	At-Large	W. Ocean City	*16, 16-19, 19-22
Coleen Colson	Dept of Social Services		19-22
Hope Carmean	D-4, Elder	Snow Hill	*15-16-19, 19-22
Windy Phillips	Board of Education		19-22
Tamara White	D-1, Abbott	Pocomoke City	17-20, 20-23 21-24
Kris Heiser	Public Safety – State Attorney Office		(Resigned)
Susan Childs	D-6, Bunting	Berlin	21-24(Resigned)
Terri Shockley	At-Large	Snow Hill	17-20, 20-23
Laura Morrison	At-Large	Pocomoke	*19-20, 20-23
Crystal Bell, MPA	Health Department		*22-23
Judith Giffin	D-5, Bertino	Ocean Pines	*22-23
Dr. Darlene Jackson- Bowen	D-2, Purnell	Pocomoke	*19-21, 21-24
Kimberly List	D-7, Mitrecic	Ocean City	18- 21, 21-24
Gwendolyn Lehman	At-Large	OP, Berlin	*19-21, 21-24

Prior Members: Since 1995

- |   |                                     |                              |
|---|-------------------------------------|------------------------------|
| Ellen Pilchard <sup>c</sup> (95-97)       | Patricia Ilczuk-Lavanceau (98-99)   | Catherine W. Stevens (02-04) |
| Helen Henson <sup>c</sup> (95-97)         | Lil Wilkinson (00-01)               | Hattie Beckwith (00-04)      |
| Barbara Beaubien <sup>c</sup> (95-97)     | Diana Purnell <sup>c</sup> (95-01)  | Mary Ann Bennett (98-04)     |
| Sandy Wilkinson <sup>c</sup> (95-97)      | Colleen McGuire (99-01)             | Rita Vaeth (03-04)           |
| Helen Fisher <sup>c</sup> (95-98)         | Wendy Boggs McGill (00-02)          | Sharyn O'Hare (97-04)        |
| Bernard Bond <sup>c</sup> (95-98)         | Lynne Boyd (98-01)                  | Patricia Layman (04-05)      |
| Jo Campbell <sup>c</sup> (95-98)          | Barbara Trader <sup>c</sup> (95-02) | Mary M. Walker (03-05)       |
| Karen Holck <sup>c</sup> (95-98)          | Heather Cook (01-02)                | Norma Polk Miles (03-05)     |
| Judy Boggs <sup>c</sup> (95-98)           | Vyoletus Ayres (98-03)              | Roseann Bridgman (03-06)     |
| Mary Elizabeth Fears <sup>c</sup> (95-98) | Terri Taylor (01-03)                | Sharon Landis (03-06)        |
| Pamela McCabe <sup>c</sup> (95-98)        | Christine Selzer (03)               | Vanessa Alban (17-22)        |
| Teresa Hammerbacher <sup>c</sup> (95-98)  | Linda C. Busick (00-03)             |                              |
| Bonnie Platter (98-00)                    | Gloria Bassich (98-03)              |                              |
| Marie Velong <sup>c</sup> (95-99)         | Carolyn Porter (01-04)              |                              |
| Carole P. Voss (98-00)                    | Martha Pusey (97-03)                |                              |
| Martha Bennett (97-00)                    | Teole Brittingham (97-04)           |                              |

## Prior Members: Since 1995 (continued)

Dr. Mary Dale Craig (02-06)	Michelle Bankert *(14-18)
Dee Shorts (04-07)	Nancy Fortney (12-18)
Ellen Payne (01-07)	Cristi Graham (17-18)
Mary Beth Quillen (05-08)	Alice Jean Ennis (14-17)
Marge SeBour (06-08)	Lauren Mathias Williams *(16-18)
Meg Gerety (04-07)	Teola Brittingham *(16-18)
Linda Dearing (02-08)	Jeannine Jerscheid *(18-19)
Angela Hayes (08)	Shannon Chapman (*17-19)
Susan Schwarten (04-08)	Julie Phillips (13-19)
Marilyn James (06-08)	Bess Cropper (15-19)
Merilee Horvat (06-09)	Kelly Riwniak *(19-20)
Jody Falter (06-09)	Kelly O'Keane (17-22)
Kathy Muncy (08-09)	
Germaine Smith Garner (03-09)	
Nancy Howard (09-10)	
Barbara Witherow (07-10)	
Doris Moxley (04-10)	
Evelyne Tyndall (07-10)	
Sharone Grant (03-10)	
Lorraine Fasciocco (07-10)	
Kay Cardinale (08-10)	
Rita Lawson (05-11)	
Cindi McQuay (10-11)	
Linda Skidmore (05-11)	
Kutresa Lankford-Purnell (10-11)	
Monna Van Ess (08-11)	
Barbara Passwater (09-12)	
Cassandra Rox (11-12)	
Diane McGraw (08-12)	
Dawn Jones (09-12)	
Cheryl K. Jacobs (11)	
Doris Moxley (10-13)	
Kutresa Lankford-Purnell (10-12)	
Terry Edwards (10-13)	
Dr. Donna Main (10-13)	
Beverly Thomas (10-13)	
Caroline Bloxom (14)	
Tracy Tilghman (11-14)	
Joan Gentile (12-14)	
Carolyn Dorman (13-16)	
Arlene Page (12-15)	
Shirley Dale (12-16)	
Dawn Cordrey Hodge (13-16)	
Carol Rose (14-16)	
Mary Beth Quillen (13-16)	
Debbie Farlow (13-17)	
Corporal Lisa Maurer (13-17)	
Laura McDermott (11-16)	
Charlotte Cathell (09-17)	
Eloise Henry-Gordy (08-17)	