

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>

August 1, 2023

- | | Item # |
|---|--------------------|
| 9:00 AM - Vote to Meet in Closed Session in Commissioners' Conference Room – Room 1103
Government Center, One West Market Street, Snow Hill, Maryland | |
| 9:01 - Closed Session
(Discussion regarding a personnel update, request to hire Maintenance Worker I and Transfer Station Attendant and certain personnel matters with human resources, receiving legal advice, and performing administrative functions) | |
| 10:00 - Call to Order, Prayer, Pledge of Allegiance | |
| 10:01 - Report on Closed Session; Review and Approval of Minutes from July 18, 2023 | |
| 10:02 - Commendations (4) and Proclamation (1) | 1 |
| 10:05 - Consent Agenda
(Letter of Support for Germantown School, Waterway Improvement Grants for Public Landing and George Island Landing, Household Hazardous Waste Day, West OC Pump Station Equipment Request, Public Hearing Request for Rezoning Case 440, Request to Contract for Snow Hill Health Department Carpet) | 2-8 |
| 10:03 - Chief Administrative Officer: Administrative Matters
(Boat Ramp Special Use Permit, Marshall Creek Speed Study, Chesapeake Utility Easement Request, Ocean Downs Water Proposal, Request to Award Disaster Debris Management, Request to Award Trail and Greenways Master Plan, Request to Contract Pocomoke Library Design Services, Board Appointments, City of Pocomoke Armory Demo Loan Request , Sheriff's Office Personnel Request) | 9-16, 19-20 |
| 10:30 - Public Hearing Agricultural Easement MALPF | 17 |
| 10:35 - Public Hearing Lease of Space to SECU | 18 |
| 12:00 PM - Questions from the Press; County Commissioner's Remarks | |
| Lunch | |
| 1:00 PM - Chief Administrative Officer: Administrative Matters (if necessary) | |

AGENDAS ARE SUBJECT TO CHANGE UNTIL THE TIME OF CONVENING

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

July 18, 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, Budget Officer Kim Reynolds, Public Information Officer Kim Moses, and Human Resources Director Stacey Norton and Deputy Director Pat Walls. Topics discussed and actions taken included the following: receiving a personnel update; hiring Jordan Whittington and Gabriel Aluma as correctional officer trainees within the County Jail, and certain personnel matters; receiving legal advice from counsel; and performing administrative functions, including discussing board appointments.

Following a motion by Commissioner Bunting, seconded by Commissioner Abbott, the commissioners unanimously voted to adjourn their closed session at 9:41 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 Father John Solomon of St. Mary Star of the Sea Catholic Church in Ocean City and pledge of allegiance, announced the topics discussed during the morning closed session.

The commissioners reviewed and approved the open and closed session minutes of their July 18, 2023 meeting as presented.

Upon a motion by Commissioner Purnell, the commissioners unanimously approved by consent agenda item numbers 1-7 as follows: an FY24 grant award of \$52,133 for the grant-funded heroin coordinator position, \$382,566 for the body-worn camera program, \$8,759 for the sex offender compliance and enforcement program, and \$10,000 for warrants and absconding program within the Sheriff's Office; FY23 Children's Justice Act grant application for \$42,975 for forensic imaging system camera and related equipment for the Sheriff's Office and Child Advocacy Center; revised Request for Qualifications guidelines for the Housing Rehabilitation Program; scheduling a second public hearing on the Housing Rehabilitation Program's current Community Development Block Grant; bid specifications for roofing and siding work at the

County Library annex on Bank Street in Snow Hill; a proposal from Turf Equipment and Supply Company of \$42,570.76 to purchase a Toro field groomer for use within Recreation and Parks; a letter supporting the Henry's Hotel grant application. A

Paul Ellington of State and Local Advisors, LLC, the County's lobbying firm, recapped the impacts of the 2023 Maryland General Assembly's legislative session on Worcester County. Mr. Ellington tracked more than 100 bills that could have impacted business owners and the County as a whole. Key legislation included the passage of bond bills to assist Atlantic General Hospital, Diakonia, and Ocean Pines Volunteer Fire Department; failed efforts to adopt legislation that would enable the County to increase the room tax from 5% to up to 6%; projected deficits due to the ambitious approach to the Kirwan (Blueprint for Education) and the Blueprint for Maryland's Future; and efforts to work with federal representatives and the U.S. Army Corps of Engineers to acquire and dedicate a full-time dredging vessel for the Ocean City Inlet, Pocomoke, and surrounding bays.

Mr. Ellington advised that he cannot overstate the benefit of County officials testifying in person in Annapolis on topics of importance to the shore and rural Maryland.

Commissioner Mitrecic stated his disappointment at not receiving regular updates this year, and he requested daily updates on issues of importance to the County during the 2024 General Assembly Session. Commissioner Abbott thanked Mr. Ellington for helping her navigate Annapolis and for his proactive approach to issues involving Pocomoke City and economic development grant opportunities. Following some discussion, the commissioners thanked Mr. Ellington for his efforts on the County's behalf and agreed to meet with him prior to the start of the next General Assembly Session.

Pursuant to the recommendation of Procurement Officer Nicholas Rice and upon a motion by Commissioner Mitrecic, the commissioners unanimously approved the use of American Rescue Plan Act (ARPA) funds of \$82,306.42 for the Ocean Pines Volunteer Fire Department to purchase equipment for a new paramedic engine that is on order and should be delivered sometime in 2025.

Pursuant the recommendation of Mr. Rice and upon a motion by Commissioner DP, the commissioners unanimously accepted the low bid of \$391,000 from Delmarva Veteran Builders to remodel the Roads Division building in Berlin.

Pursuant to the request of Mr. Rice and upon a motion by Commissioner Abbott, the commissioners unanimously approved bid specifications for the purchase and installation of new fencing around the Roads Division building in Pocomoke. The commissioners further agreed to reallocate unused FY22 Assigned Funds of \$53,730.02 from the Berlin fence project to this project.

Pursuant to the request of Public Works Director Dallas Baker and Mr. Rice and upon a motion by Commissioner Fiori, the commissioners unanimously accepted the lease from Carter Machinery Company, Inc. for a 2023 Caterpillar 299D3 XE Compact Track Loader with brush cutter at a finance price of \$155,972. 92 at \$2,747.20 per month for 60 months.

In a related matter at the request of Mr. Baker and Mr. Rice and upon a motion by

Commissioner Abbott, the commissioners unanimously accepted the lease from Carter Machine Company, Inc. for a 2024 Caterpillar 926M Wheel Loader at a finance price of \$256,925 at \$4,111.56 per month for 60 months.

Mr. Baker and Mr. Rice met with the commissioners to discuss instituting a pilot program to temporarily modify the County's procedures for purchasing fleet vehicles approved in the FY24 County budget. Mr. Rice reviewed ongoing delays in procuring fleet vehicles due to limited availability, manufacturing delays, and pricing, which has deterred vendors from providing bids for County vehicles. He then reviewed the proposed pilot program, which could reduce the window of time and potential loss of available vehicles by allowing County staff to purchase available vehicles rather than risk losing them due to delays caused under the current procurement process. Commissioner Elder proposed allowing staff to seek email approval from the commissioners to purchase available vehicles, which would drastically reduce approval times without eliminating the commissioners from the process.

Following some discussion and upon a motion by Commissioner Elder, the commissioners unanimously authorized staff to seek email and/or phone approval from the commissioners outside of previously scheduled meetings to purchase fleet vehicles.

Pursuant to the request of Chief Administrative Officer Weston Young and upon a motion by Commissioner Mitrecic, the commissioners voted 6-1, with Commissioner Bunting voting in opposition, to approve the contract from the Lions Club for the County to purchase 12 acres of club property adjacent to the Northern Worcester Athletic Complex in Berlin at a cost of \$1,243,000, which is the average appraised value (\$1,355,000) less rent paid by the County since 2021 (\$113,000), with the Lions Club to cover all surveying costs.

Commissioner Bunting opposed the purchase, noting that previously the Lions Club verbally agreed to sell all but two acres of the property to the County for less than the cost proposed today.

The commissioners conducted a public hearing to receive public comment on Bill 23-06 (Amendments to the County ordinance regulating activity at County landings), which was introduced by Commissioners Bertino, Bunting, Abbott, Fiori, and Purnell on June 6, 2023. County Attorney Roscoe Leslie reviewed the draft legislation, which includes defining and allowing commercial users at County landings to the extent that such activities do not interfere with recreational use, restricting parking for commercial users to one parking place per user, and requiring registration for heavy equipment operators.

Commissioner Bertino opened the floor to receive public comment.

Attorney Mark Cropper, representing Marc Spagnola, owner of Dusk to Dawn Fishing Charters, reviewed the history of commercial uses at the boat landings, which has been occurring since the ramps were originally opened. He noted that most commercial entities, including crabbing, hunting, guided tours, marine sales and repairs, and similar activities, require more than one parking space each to accommodate them and their clients. He expressed concern that a great deal of misinformation surrounding commercial uses at the boat ramps is circulating in the community, and reiterated that the South Point Association (SPA) does not own, maintain, or regulate the boat ramp in their community. Rather, all County boat ramps belong to the public, and any legislation to regulate usage should be applied uniformly to recreational and commercial

users alike. Therefore, he suggested either continuing with the existing legislation, amending the proposed bill to provide for two parking spaces per commercial entity, or permitting commercial uses at the boat ramps. Commissioner Bunting stated that this bill does not stop anyone from using the County boat ramps, but it does limit each recreational and commercial user to one parking spot. He stated that, like any other business, commercial entities (operating in and around the water) should obtain commercially zoned spots for their boats. He stated that uses at the County boat landings are out of control, and the commissioners are striving to implement enforceable programs to correct these situations.

SPA President Michael LeCompte stated that an earlier Board of County Commissioners had restricted the use of County boat ramps to recreational use. Furthermore, a County sign posted at the South Point boat ramp clearly prohibits commercial uses. However, that longstanding restriction was broken recently by a former commissioner who succeeded in allowing commercial uses at the South Point boat ramp by special exception. He urged the commissioners to enforce the existing restriction against commercial uses to assure that County residents will have access to the boat ramp and parking lot. In response to a question by Commissioner Bertino, Mr. LeCompte stated that the South Point boat landing has 13 parking spaces, which are filled to overflowing on any given summer weekend by an influx of visitors and commercial entities. He stated that once the lot is filled, users park along South Point Road and the adjacent private properties, which creates unsafe conditions for walkers and cyclists and makes it next to impossible for community members to use the boat ramp.

SPA Secretary Diane Stelzner stated that South Point Road, a narrow, single-lane road with no shoulders and no bike paths, has become extremely hazardous to walkers and cyclists in the community due to the high volume of visitor and commercial traffic to the boat ramp. Therefore, she urged the commissioners to either restrict commercial use or to allow it only by special exception.

Debra Malone of South Point concurred with Ms. Stelzner that the large volume of commercial and visitor traffic makes it dangerous for community members to walk or bike in their own community. She stated that, if the commissioners choose to permit commercial uses at County boat ramps, they should first evaluate how such uses would impact the areas where each boat ramp is located.

Stephen Katsanos of South Point stated that commercial uses are not permitted in the E-1 Estate District, and the South Point community is zoned E-1. Therefore, Dusk to Dawn Fishing Charters should rent a commercial slip at Frontier Town or elsewhere, rather than utilizing the South Point boat ramp. In response to a question by Commissioner Bertino, Mr. Katsanos stated that Mr. Spagnola received a special exception to launch a 20-foot Jon boat to operate charters; however, he is now operating larger boats. Mr. Spagnola confirmed that his charter boats are 24 feet and 26 feet.

Alex Shandrowsky of South Point stated that commercial operations are not permitted in South Point, and Dusk to Dawn should not be the exception. For that reason, he had opposed granting special exceptions to Mr. Spagnola to utilize the South Point boat ramp for his commercial business.

David Kalaski of Quillen Way in Berlin urged the commissioners to limit parking to one space per commercial user, noting that enforcement is critical to ensuring compliance with the regulations.

Robert Lowe of Quillen Way in Berlin expressed alarm that Mr. Spagnola, who had

expanded his commercial operation from one small boat to two large boats, was still operating out of a recreational boat ramp. He urged the commissioners to implement and enforce regulations to limit commercial operations at County boat ramps.

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

Commissioner Mitrecic opposed the legislation, stating that boat ramps are funded with State and federal money and should be available to everyone. He recognized the difficulties that the influx of visitors using the County-owned boat ramp in South Point poses to that community, but noted that the only options are these: for the County to relocate the boat ramp elsewhere or for the community to agree to provide the right-of-way needed to widen South Point Road.

Commissioner Elder stated that he would support the proposed legislation, provided it was amended to restrict parking to two spots per recreational and commercial user.

Following much discussion and upon a motion by Commissioner Abbott, the commissioners voted 4-2-1, with Commissioners Mitrecic and Bunting voting in opposition and Commissioner Fiori abstaining, to deliberate further before voting on Bill 23-06 (Amendments to the County ordinance regulating activity at County landings).

Commissioner Bertino recognized Risk Manager Eddie Carman for saving County taxpayers \$7,300 through the Loss Control Credit Survey administered by the Local Government Insurance Trust.

The commissioners answered questions from the press, after which they adjourned to meet again on August 1, 2023.

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Worcester County

GOVERNMENT CENTER
ONE WEST MARKET STREET • ROOM 1103

SNOW HILL, MARYLAND

21863-1195

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JOSEPH M. MITRECIC
DIANA PURNELL

PROCLAMATION

WHEREAS, August is National Child Support Awareness Month, and because providing for our children is among the most worthy of all human endeavors, it is the duty of society to ensure that all children receive the financial support they deserve; and

WHEREAS, Worcester County Government honors child welfare professionals in the Child Support Unit of the Division of Social Services for developing innovative approaches to assist custodial parents to receive their support and non-custodial parents to remove barriers that prevent them from paying their support.

NOW, THEREFORE, we the County Commissioners of Worcester County, Maryland, proclaim August as **National Child Support Awareness Month** and extend our gratitude to those whose efforts ensure the promise of a bright tomorrow for Worcester County's children.

Executed under the Seal of the County of Worcester, State of Maryland, this 1st day of August, in the Year of Our Lord Two Thousand and Twenty-Three.

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COMMENDATION

WHEREAS, we congratulate Cecilia Diehlmann and Catrina Donmoyer of Worcester Technical High School for taking third place in the Mobile Robotics Technology middle school category at the 2023 Skills USA National Championships in Atlanta, Georgia this summer; and

WHEREAS, the achievements of these students rank them among the top performing career and educational students nationwide.

NOW, THEREFORE, we the County Commissioners of Worcester County, Maryland, do hereby commend **Cecilia Diehlmann and Catrina Donmoyer** for excellence in their academic and vocational pursuits.

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COMMENDATION

WHEREAS, we congratulate Aaliyah Drummond of Worcester Technical High School for taking third place in the Pin Design middle school category at the 2023 Skills USA National Championships in Atlanta, Georgia this summer; and

WHEREAS, the achievements Miss Drummond rank her among the top performing career and educational students nationwide.

NOW, THEREFORE, we the County Commissioners of Worcester County, Maryland, do hereby commend **Aaliyah Drummond** for excellence in her academic and vocational pursuits.

Executed under the Seal of the County of Worcester, State of Maryland, this 1st day of August, in the Year of Our Lord Two Thousand and Twenty-Three.

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COMMENDATION

WHEREAS, Matthew Beck of Worcester Technical High School took third place in the Principles of Engineering-Technology category at the 2023 Skills USA National Championships in Atlanta, Georgia this summer; and

WHEREAS, the achievements of Mr. Beck rank him among the top performing career and educational students nationwide.

NOW, THEREFORE, we the County Commissioners of Worcester County, Maryland, do hereby commend **Matthew Beck** for excellence in his academic and vocational pursuits.

Executed under the Seal of the County of Worcester, State of Maryland, this 1st day of August, in the Year of Our Lord Two Thousand and Twenty-Three.

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COMMENDATION

WHEREAS, we commend Worcester Technical High School (WTHS) students for excellence at the 2023 SkillsUSA National Leadership and Skills Conference in Atlanta, Georgia this summer; and

WHEREAS, Matthew Beck took third place in the Principles of Engineering-Technology category; Cecilia Diehlmann and Catrina Donmoyer took third place in the Mobile Robotics Technology middle school category; Aaliyah Drummond took third place in the Pin Design middle school category; Asher Nichols and Nidhish Gupta took seventh place in the Robotics: Urban Search & Rescue middle school category; Catherine Miller, Brendon Dunne, and Patrick Haines took seventh place in the Occupational Health and Safety – Single category; Ashley Carcamo-Diaz took ninth place in the Health Occupations Professional Portfolio category; and Christofer Villarreal took tenth place in the Computer Programming category.

NOW, THEREFORE, we the County Commissioners of Worcester County, Maryland, do hereby commend these **Worcester Technical High School students** for achieving excellence in their academic and vocational pursuits.

Executed under the Seal of the County of Worcester, State of Maryland, this 1st day of August, in the Year of Our Lord Two Thousand and Twenty-Three.

Anthony W. Bertino, Jr., President

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Worcester County Administration

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

MEMORANDUM

TO: Worcester County Commissioners
FROM: Candace Savage, Deputy Chief Administrative Officer
DATE: July 26, 2023
SUBJECT: Germantown School Letter of Support

The Germantown School Community Heritage Center has requested a letter of support for a grant from the Maryland Historical Trust for an African American Heritage Preservation Program.

Summary of Germantown School Community Heritage Center AHPP Grant Request

Amount of Request: \$112,000

Grant Project Scope of Work:

The Germantown School Community Heritage Center (GSCHC) capital improvement construction projects involve building upon the school restoration project completed in 2013. The eight work items we are requesting not only fund most urgent rehabilitation needs, but also are of a time-limited urgent opportunity: Our 2023/24 MHAA-funded Walking Tour project is scheduled for completion in 2024 to coincide with the 100th anniversary of the completion of the first year of classes for the first Germantown School (an historic Rosenwald school opened at the beginning of the 1923/24 school year) . Through this grant, the Germantown School will ensure that the building and grounds that host the Walking Tour project, including both our museum and grounds, are contained within a secure, sustained and inclusive space. The following work items, each of which will be completed in their entirety, will be performed under this task:

- Historic wood exterior boards will be repaired and the entire building painted
- The building interior (walls and historic wainscot will be repaired and painted)
- The broken window sash will be replaced
- The interior floors will be repaired, sanded and sealed
- The remaining three sides of the exterior fence will be replaced
- The gravel parking lot will be paved
- A paved, handicap accessible walking path surrounding the grounds will be installed
- A replica Rosenwald-design Privy(outhouse) will be built

Work item descriptions:

Work item #1 - Restore of historic wood exterior boards and window trip and painting of entire exterior walls, trim and window sashes; paint interior walls, historic wainscot and trim; The estimate for this work provided by a local contractor is: \$19,500. We have rounded this amount to \$20,000. In addition, we have included \$500 for the preparation of the RFP. Other project management work will be done under the general project management task. Both of the latter two items are included as in-kind contributions to the project.

Work item #2 - Purchase and replace one broken window sash. The estimate for this work provided by a local contractor is: \$1,000. We will get three bids for the window sash. It must be identical to the existing sashes. Project management work will be done under the general project management task. Both of the latter two items are included as in-kind contributions to the project.

Work item #3 - Rehabilitate interior floors. The estimate for this work provided by a local contractor is: \$7500. In addition, we have included \$100 for the preparation of the RFP. Other project management work will be done under the general project management task. Both of the latter two items are included as in-kind contributions to the project.

Work item #4 - Replace the remaining three sides of the fencing that surround the school with permanent, secure fencing. The estimate for this work provided by a local contractor is: \$30,916. We have rounded this amount to \$31,000. In addition, we have included \$500 for the preparation of the RFP. Other project management work will be done under the general project management task. Both of the latter two items are included as in-kind contributions to the project.

Work item #5: Pave the existing gravel parking lot & Construct a paved, handicap accessible walking path surrounding the grounds. The estimate for this work provided by a local contractor is: \$49,000. In addition, we have included \$500 for the preparation of the RFP. Other project management work will be done under the general project management task. Both of the latter two items are included as in-kind contributions to the project.

Work item #6: Construct a replica Privy. We have used a price for purchasing a fully constructed privy. We will seek a local companies to build a replica privy to the Rosenwald design standard as well. The in-kind contributions include preparation of the work site, and modification of the red-made privy to meet Rosenwald-design standard (if required), and solicitation of competing local bids, if possible. Oversight of this project is also included in the in-kind contribution.

Justification for the items we are asking for

This project is time sensitive as it is planned to coincide with the May 2024 inauguration of the MHAA-funded Germantown School Community Heritage Center Walking Tour, which, in turn, coincides with the 100th anniversary of the completion of the first year of operation for the original Germantown School students (1923/24 school year). The work items ensure that the GSCHC will provide a state-of-the-art facility to honor this important African American heritage milestone.

The restoration of the GSCHC was completed in 2013. This project retained much of the original artifact materials as possible. These materials, in particular the original cedar siding/trim, does not hold paint as well as newer materials. To preserve these original artifacts, they must be re-secured, sealed and protected and the entire building needs to be repainted. The broken window sash needs to be replaced. Without this exterior work, these original artifacts will continue to deteriorate, and we will continue to lose the original construction artifacts.

In addition to the exterior, the current interior paint shows wear and, with the installation of the exhibits of the walking tour, we anticipate additional wear. A new paint job concurrent with the installation of the indoor walking tour stations will ensure that the building does not require further interior restoration, thereby interrupting the accessibility of the walking tour for future visitors. Similarly, the floors of the school are worn and have water damage. They need to be restored and sealed. Sealing of the floor was a plan for a future phase subsequent renovation phase. This grant would complete the floor, protecting it for the 15-year lifespan outlined in the AAHPP grant.

The current fence is in poor repair. A secure fence is needed to protect the property and its collections. In addition, the GSCHC hosts many functions that include children. A secure fence ensures that young children cannot wander off the grounds.

While the school building provides accessibility to those with mobility concerns, the grounds of the school are not as hospitable. Paving the gravel parking lot and building a paved walking path will ensure that the school grounds an outdoor walking tour stations are accessible to all our visitors, many of whom are older citizens who struggle to make full use of our grounds.

Equally important, the gravel parking lot has been one of the causes of the deterioration of the external facade of the building, particularly the windows. Gravel from the lot can and has been kicked up, causing damage to the exterior and window failure. A paved parking

lot protect the building exterior from damage caused by loose gravel. In addition, it will provide a secure place to set up mobility accessible sites for outdoor events.

Original Rosenwald schools did not have indoor plumbing. Students used a privy located on the school grounds. The replica privy will restore this original feature to the school grounds. It will be included as an additional station on the MHAA walking tour sister project

Brief Description of the GSCHC and the Work we do:

Schools have historically been the heartbeat of the African American community and the Germantown School was no exception. The GSCHC continues this legacy by providing a gathering place that presents cultural, educational, and social events with the aim of promoting fellowship within the greater Delmarva community. We like to say we are "a place for all people."

With the help of the AAHPP grant, we can take our existing facility to the next level, providing a facility that enhances or mission of providing future visitors with a greater understanding of the African American experience, one that belies the ongoing narrative of "inferiority" that has persisted in descriptions of African American education and promotes the reality of a community that achieved much in spite of extreme adversity. To this end, it is critical that our facility demonstrate this achievement through both a robust interpretive content and a facility that in its fully restored state, represents physically the abundance that defines our African American history.

The Germantown School is one of 5000 Rosenwald Schools built in the early 20th century to support African American Education. The historical significance of these schools went largely unrecognized during the 20th century, As a result, most of these schools no longer exist. The Germantown School, the only remaining school of the eleven built in Worcester County, is an early example of the original Tuskegee Institute's two-teacher schoolhouse. Opened in 1923/34 school year, the school served its community from the early 1920s into the 1950s. In the 1960s the original school was converted into a county maintenance garage, then, in the late 1990s, the community began the long process of getting the deed back from the county and restoring the maintenance garage back to the original school condition. The structure of three sides of the building were still intact, and the west facing windows were in original condition, but the entire front had to be replaced, and the inside rennovated. That process was completed in 2013 and the current Germantown School Community Heritage Center (GSCHC) opened to the public.

The mission of the GSCHC is to promote an appreciation of the contributions of the African American community to the history and culture of Worcester County as well as to offer a place for all people to gather and celebrate our shared experiences. To accomplish our mission, the school hosts numerous cultural, educational and community events throughout the year inside the school building. The school museum containing original artifacts such as the original desks, instructional materials and school stove is located in the 1st-3rd grade classroom and showcases the rich history of African American Education in Worcester County. Ongoing temporary exhibits funded, in part, by our current MHAA matching grant are located in the 4th-7th grade classroom. This classroom can be and is configured to host lectures on topics of interest relating to African American History.in the that showcase unique aspects of the African American experience. Our lecture topics advocate for and contribute to knowledge of the rich diversity of culture that is part of Worcester County's historical legacy.

In addition to the museum and meeting/lecture facilities inside the museum, the school is

also in the process of creating outdoor interpretive stations that seek to recreate the sense of African American life in early to mid-20th century Worcester county so that future visitors can receive a taste of this life through these visits. These include a migratory garden recreating the swarm of butterflies students remember filling the school yard in the fall; a healing garden containing the foraged plants used to treat students since access to doctors was limited.

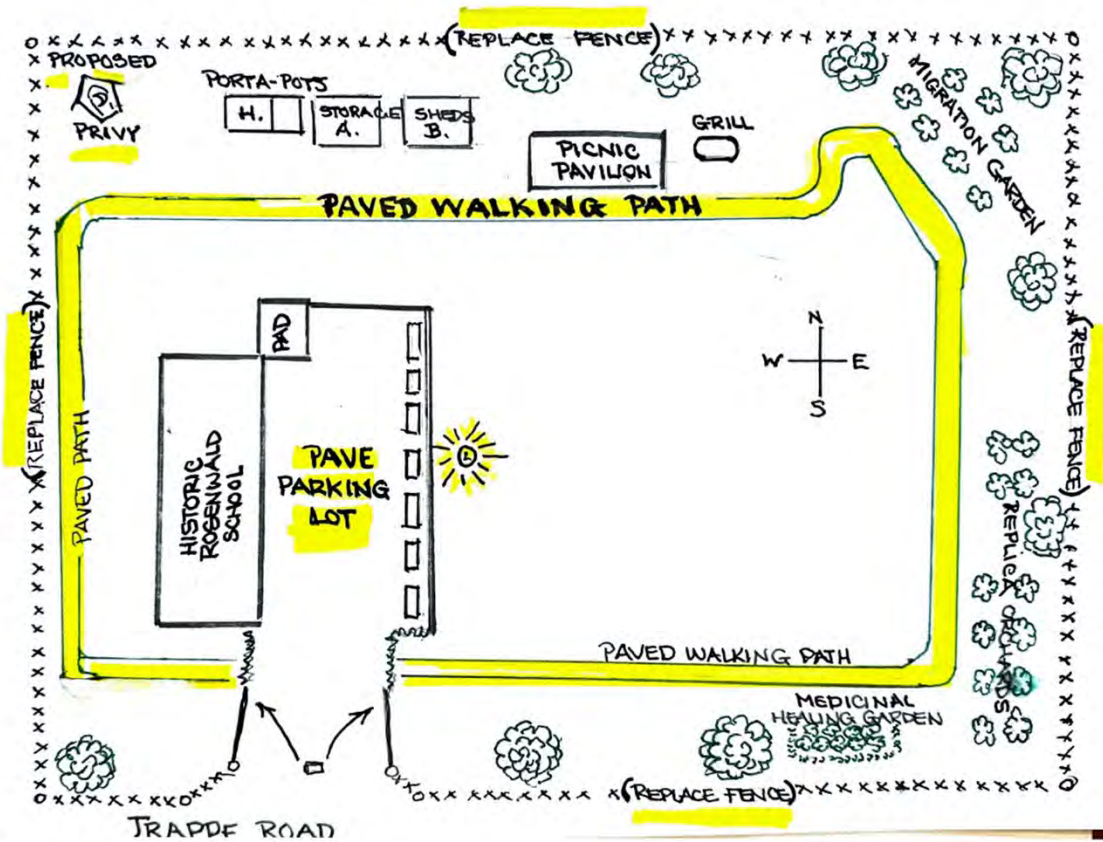
We are particularly proud of our recreated peach/apple orchard that provides visitors with a taste of the orchards that that surrounded the original school and much of Worcester County. At the time the school operated, the Eastern Shore was a produce breadbasket to the nation and African Americans were the primary workers in the orchards and fields. Because the Rosenwald fund was set up as a public private partnership, schools only received Rosenwald funding if the community donated its portion, and the county gave its portion. Salaries earned at the orchards were the primary funding engine for Germantown parents. In fact, the land on which the school sits today was donated by Isaiah Henry, the foreman of the Harrison Orchards.

Each of our gardens, as well as interpretive signage designating particular points of interest in the school are in the process of being built (using MHAA matching funds as well as grants/donations from the local community). They are open to the public during the preparation process.

Finally, the school hosts a number of outdoor events to promote our mission of bringing our community together. For example, on July 15th of this year we held a Reggae night with jerk chicken and rice and beans. These outdoor concerts are popular and bring together a wide swath of visitors who are able to meet new friends and learn about the school and its mission. We hold an annual end-of-school celebration with rides, community organizations, and a petting zoo. In the fall we celebrate the life and works of Germantown native Dr. Charles Albert Tindley, known as The Godfather of gospel music (Stand by Me, We Shall Overcome). In short, in addition to offering a museum with rotating exhibits and lectures on African American history, we are committed to bringing the community together in fellowship. Our events are fun and our visitors grow in their understanding of this special time and place in our shared history

GSCHC Grounds & Structures

The figure below shows the site plan for the Gerantown School. The pages that follow contain pictures of the places the work will be performed and show the existing condition of the school and grounds, conditions that will be improved using this grant. The proposed work is hilghed in yellow. In addition, the exterior and interior of the building will be sealed, repainted and the floors restored.



Work Item #1: Restore historic wood exterior & trim; paint interior

The exterior of the school was painted in 2013. Many of the original artifact cedar boards and trim are showing extreme wear (as is typical of this type of period material). These boards need to be sealed to prevent further and future damage and the entire exterior then repainted.



The interior of the school was painted in 2013. It shows wear and will need to be repainted in 2-3 years. It would be most cost effective to do this now when the other restoration work is done and in concert with the 2024 opening of the MHAA sister project walking tour project. Painting now would ensure maintenance would not be required for at least 15 years.



Work Item #2: Replace Window Sash (1)

Gravel from the parking lot has caused a number of the window sashes to fail in the past. We have replaced 7 already. This is the latest sash to fail due to kicked up gravel. A paved parking lot will eliminate this problem in the future.



Work Item #3: Rehabilitate & seal interior floors

The current floors were installed in 2012. They were never sealed due to a lack of funds. The floors show signs of wear. Sanding and sealing them will protect them beyond the 15 year life span.



Work Item #4: Replace remaining sides of fence

The road-facing fence was replaced in 2012. The remaining three sides of the fence need to be replaced both for security and appearance.



Work Item #5: Paved Parking lot & Walking Path

The current gravel parking lot and grounds are difficult to navigate for our visitors of limited mobility (wheelchairs/walkers/crutches/canes) as well as for young families (strollers). This can make attending our outdoor functions a challenge. We want to be a place for ALL people.

paving would make our grounds safer and easily accessible



Work Item #5: Paved Parking lot & Walking Path,co

The Germantown school is situated on 2 acres. The paved walking path would make a circle around the school grounds. The gardens and interpretive signs for our sister MHAA project would be on the far side of the path. The path will allow all visitors to enjoy the outdoor walking tour and events.



Work Item #6: Replica Privy (outhouse)

The replica privy will be located in the same place it was in the original school, at the far northwest corner of the school grounds. Visitors will be able to visualize the long walk the students took to the bathroom. The location was selected to insure the smell from the privy did not come into the school.





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

July 25, 2023

Barbara Fisher, Administrator
Maryland Historical Trust
100 Community Place
Crownsville, MD 21032

RE: AAHPP Grant Application for Germantown School Community Heritage Center

Dear Ms. Fisher:

On behalf of the Worcester County Commissioners, I would like to express our enthusiastic support of the application from the Germantown School Community Heritage Center (GSCHC) to the Maryland Historical Trust for an African American Heritage Preservation Program (AAHPP) grant of \$112,000. The GSCHC is a historic schoolhouse, and grant funds will be used to help cover the cost of interior and exterior restoration work, construction of a privy, paving of the parking lot, and installation of a walking path around the grounds, which would benefit limited mobility visitors and families with young children.

Built with funds from the Rosenwald Foundation a century ago, the Germantown School served African American students in grades 1-7 before closing its doors in the mid-1960s when the U.S. Government ordered schools to integrate. The facility reopened in 2013 and now operates as a historically-themed museum and a gathering place that accommodates diverse events that bring the community together.

We recognize the historic significance of the GSCHC, which stands as a reminder of the oppression that once existed right here in Worcester County, symbolizes the vision and fortitude of those in the community who refused to allow circumstances to dictate their future, and the lasting and meaningful contribution of those who persevered in the face of overwhelming odds.

The GSCHC, an all-volunteer organization, has accomplished much since efforts to restore the school first began, and the completion of this project to fully revitalize the facility utilizing AAHPP grant funds would be timed to coincide with the 100th anniversary of the completion of the first year of school in 1924. We thank you in advance for your consideration of grant funding to aid the GSCHC with this vital project.

Sincerely,

Anthony W. Bertino, Jr.
President



Worcester County Recreation & Parks
6030 Public Landing Road | Snow Hill MD 21863 | (410) 632-2144 | 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: July 17, 2023
SUBJECT: Waterway Improvement Fund Grant – Public Landing

The Recreation & Parks Department received an award letter and Grant Agreement for the FY24 Waterway Improvement Fund Grant for the Public Landing Retaining Wall/Riprap Construction.

The grant amount is in the amount of \$200,000 and is for the construction services for the Retaining Wall/Rip Rap project at Public Landing to prevent erosion around the peninsula at Public Landing, reducing the need for dredging in the canal.

Waterway Improvement Fund Grants are 100% reimbursable.

We are asking for review and approval signature for this grant in order to move forward.

Please do not hesitate to contact me at 410-632-2144 x2502 if you have any questions or need additional information.

Attachment

cc: Jacob Stephens, Parks Superintendent



Wes Moore, Governor
Aruna Miller, Lt. Governor
Josh Kurtz, Secretary
David Goshorn, Deputy Secretary

July 13, 2023

Mr. Jacob Stephens, Parks Superintendent
Worcester County Recreation and Parks
6030 Public Landing Rd.
Snow Hill, MD 21863

Re: Fiscal Year 2024 Waterway Improvement Fund Grant
Grant #LG-2304P-24, Public Landing retaining Wall/Riprap Construction, \$200,000.00
Grant #LG-2312H-24, George Island Boat Landing Engineering, \$75,000

Dear Mr. Stephens:

I am pleased to inform you that your jurisdiction's request for Fiscal Year 2024 Waterway Improvement Funds (WIF) for the above referenced projects has been approved. The approved grant funds are available as soon as we receive and execute a signed grant agreement.

For your review and signature, please find the attached grant agreements for your FY24 WIF projects with the terms and conditions associated with the award. Please review and return via e-mail, a signed copy to your Project Administrator. If there are any corrections or changes needed to the grant agreement terms and conditions, please contact your Project Administrator Alice Scanlon at alicer.scanlon@maryland.gov.

As our waterfronts increasingly experience some of the first impacts of climate change, we are asking grantees to consider ways to build resilience into their projects and bid processes (if applicable). We encourage you to consider the impacts of nuisance and higher than high tide flooding, storm surge, storm water flooding, and future sea level rise in all aspects of your design to avoid or minimize the impacts to your project. Chesapeake and Coastal Service staff are available to assist you with ways you can incorporate resiliency into your project. Please reach out if you would like to discuss ideas.

I want to personally thank you and your staff for your support in making these projects possible and striving to build resilience into our recreational water access network.

Sincerely,

A handwritten signature in blue ink that reads "Christine Conn".

Christine Conn, PhD., Director
Chesapeake and Coastal Service

Attachment

Cc: Alice Scanlon, Regional Administrator

STATE OF MARYLAND
DEPARTMENT OF NATURAL RESOURCES
WATERWAY IMPROVEMENT FUND GRANT AGREEMENT

GRANT #: LG-2304P-24

THIS GRANT AGREEMENT, entered into this ____ day of _____, 20____,
by and between

STATE OF MARYLAND
DEPARTMENT OF NATURAL RESOURCES
CHESAPEAKE & COASTAL SERVICE
580 Taylor Ave., Annapolis, MD 21401
hereinafter (“Department”)

and

WORCESTER COUNTY GOVERNMENT
One West Market Street, Room 1103, Snow Hill, MD 21863(“Grantee”)
hereinafter (“Grantee”)
Federal ID # 52-6001064

WHEREAS, funding has been appropriated by the General Assembly to the Waterway Improvement Fund to be disbursed as grants for the purpose of assisting in waterway improvements by expanding and enhancing access to public boating opportunities and improving boating safety pursuant to MD.CODE ANN., Natural Resources II, §8-707 et seq., (2012 Replacement Volume as amended) (“the Fund”); and

WHEREAS, the purpose of these grants is to assist jurisdictions by providing project grant funds; and

WHEREAS, the Grantee has applied to the Department for grant assistance funding for Public Landing Retaining Wall/Riprap Construction; and

WHEREAS, the Department has determined such grant assistance shall be provided to Grantee if Grantee agrees to the provisions contained herein.

NOW, THEREFORE, in consideration for the receipt of a Grant for the Fiscal Year 2023, in the amount of Two Hundred Thousand Dollars and Zero Cents (\$200,000.00).

The Grantee agrees to the following provisions:

1. **Term:** This Grant Agreement shall become effective on July 1, 2023 and shall expire on June 30, 2027.

2. **Scope:** The Grantee is responsible for supervision of and the technical accuracy and coordination of all work pursuant to this Grant Agreement as set forth in the attached Scope of Work. Attachment # A is hereby incorporated into this Grant Agreement and made an integral part of this Grant Agreement.

3. **Key Personnel:** The parties agree that the following named individuals are considered to be essential to the work being performed under this Grant Agreement, and that they are designated as Key Personnel who shall be made available to the fullest extent required to carry out the work under this Grant Agreement:

Jacob Stephens, Parks Superintendent
Phone: 410-632-2144 ext. 2521 Email: jstephens@co.worcester.md.us

Kelly Rados, Director Recreation and Parks
Phone: 410-632-2144 Email: krados@co.worcester.md.us

The parties designate the following named individuals as Grant Agreement Representatives for the purpose of any notices required under this Grant Agreement. The parties agree that each will promptly notify the other, in case of substitution of a Grant Agreement Representative, or change in the Representative's contact information.

Alice Scanlon, Regional Administrator
Phone: 443-433-6043; Email: alicel.scanlon@maryland.gov

Kelly Rados, Director Recreation and Parks
Phone: 410-632-2144 Email: krados@co.worcester.md.us

4. **Payment:** The Grantee shall submit a reimbursement request to the Department on generally a quarterly basis, for expenses authorized for the work under this Grant Agreement on the attached Request for Reimbursement form, in accordance with the payment schedule in the attached Scope of Work. The request will include invoices and a copy of paid canceled check(s) or certification that payment has been made for reimbursement of the State's share of the project. Attachment # B is hereby incorporated into this Grant Agreement and made an integral part of this Grant Agreement.

Reimbursement shall be due and payable within 30 days of receipt by the Department. The grantee agrees that no claim or charges for damages shall be made by it for any delays or hindrances from any cause during the term of this Grant Agreement. Under no circumstances is the Department responsible for payment of any charges due to late payment of invoices.

5. **Deliverables:** The Grantee shall submit generally quarterly status/progress reports to the Department at the same time as the billing submissions required under paragraph 4 above. All deliverables will be submitted directly to the Department Contact, **Alice Scanlon**. Final deliverable work products, including the Final Reports, any geographic or mapping related efforts, and those items listed in the Scope of Work as expected final deliverables, shall be submitted to the Department Contact.

6. **Project Management:** The design, construction, and management of the project will be by or under the supervision of the Grantee in accordance with the latest edition of the Waterway Improvement Fund Grants Manual incorporated by reference into this Grant Agreement. Plans and specifications, including all contract documents and any subsequent changes, must be completed by a Maryland Registered Professional Engineer unless approved otherwise in advance by the Department Contact. All plans, specifications and proposed changes must be submitted for review and approval by the Department Contact. All necessary Federal, State and local permits and approvals must be secured by Grantee prior to start of construction.
7. **Request for Bids:** The Grantee shall publicly advertise the project for bids or use another procurement method approved in advance by the Department Contact. Proposals will be received and compiled by the Grantee. The Department reserves the right to have a representative present at the bid opening.
- a. Project contracts with a value of \$250,000 or more which the State provides 25% or more of the funding shall be advertised as prevailing wage contracts (COMAR 21.11.11).
 - b. The Grantee will prepare a tabulation of bids and/or other method of procurement and submit same for approval to the Department with comments and recommendations prior to the award of any contract.
8. **Publication:** The Grantee shall post signs about the project, in a prominent location, identifying the project as a “Public Facility” and shall place a permanent sign, approved by the Department, acknowledging funding by the Waterway Improvement Fund. All press releases and grant related events shall be coordinated with DNR, Center for Waterway Improvement and Infrastructure.
9. **Fee Approval:** The Grantee shall obtain prior approval from the Department for any fees or modifications to existing fees charged for the use of the funded facility. All Maryland registered boaters shall have equal access to State funded boating facilities. Any requests for exceptions to this policy must be submitted in writing. The Department reserves the right to deny such requests.
10. **Facility Access:** Any facility funded in whole or in part with Waterway Improvement Fund Grants must remain accessible and open for use by the general boating public. The Department shall approve changes in use of a funded facility before it is removed from public access and use, such as through sale, donation or commercial use of the facility. If the change in use is approved by the Department, the Grantee must replace the public access location with a facility open to the general boating public with equal value at the nearest approved location at no cost to the Department. The Grantee may be required to repay the Department for the current value of the funded facility in proportion to the total cost contribution originally paid by the State. The Department may require two independent appraisals to determine the amount to be reimbursed to the Waterway Improvement Fund.

11. **Maintenance and Repair:** Unless previously approved by the Department, the Grantee agrees to operate and maintain the proposed project. Future maintenance funds are not guaranteed by the Department. The Grantee agrees that it shall if necessary, unless previously approved by the Department:

- a. Provide without cost to the State of Maryland, all necessary lands, easements, rights-of-way, and dredge disposal site(s) required for the project;
- b. Hold and save the State of Maryland free from damages that may result from the construction of the project;
- c. Accomplish, without cost to the State of Maryland, alterations and relocations as required in sewer, water supply, drainage and other utility facilities and
- d. Shall assure that the facility shall be designed and constructed for persons with disabilities pursuant to the Annotated Code of Maryland and the Americans with Disability Act (ADA).

12. **Compliance with Applicable Law:** The Grantee hereby represents and warrants that:

- a. The Grantee is qualified to do business in the State of Maryland and that they will take such action as, from time to time hereafter, may be necessary to remain so qualified;
- b. The Grantee is not in arrears with respect to the payment of any monies due and owing the State of Maryland, or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and that they shall not become so in arrears during the term of this Grant;
- c. The Grantee shall comply with all federal, State, and local laws, regulations, and ordinances applicable to its activities and obligations under this Grant; and
- d. The Grantee shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Grant.

13. **Unused Funds:** The Department reserves the right to revert any unexpended or unencumbered balance from this grant not used during the project period specified in the scope of work. Grant projects four years or older are subject to immediate reversion by the Department.

14. **Subject to Audit:** The Department retains the right to audit and inspect the records of the Grantee pertaining to this Grant for a period of 3 years after the conclusion of the Grant. Grantee shall permit any duly authorized representative of the State to inspect and audit all records and documents of Grantee relating to this Grant. Should the Department determine that Grant funds have been expended for activities outside of the Scope of this Grant Agreement; the Grantee shall reimburse the Department for funds so identified.

15. **Default:** Default is Grantee's breach of any of the applicable covenants, agreements, or certifications contained in this Grant Agreement.

16. **Remedies Upon Default:**

- a. Upon the occurrence of any default, the Department may require the defaulting party to:
 - (i) repay the Grant, in whole or in part;
 - (ii) recoup the amount of the Grant already paid from funds due the Grantee from any other current or future State grant or loan or any other funds, otherwise due and owing Grantee;
 - (iii) withhold further payments under this Grant Agreement; or
 - (iv) terminate this Grant Agreement.
- b. In addition to the rights and remedies obtained in this Grant Agreement, the State may at any time proceed to protect and enforce all rights available to it. All rights and remedies survive the termination of this Grant Agreement.

17. **Termination:**

- a. The Department may terminate this Grant Agreement for any reason in accordance with this clause in whole, or from time to time in part, whenever the Department shall determine that such termination is in the best interest of the Department. The Department will pay all reasonable costs associated with this Grant Agreement that the Grantee has incurred up to the date of termination and all reasonable costs associated with termination of the Grant Agreement. However, the Grantee shall not be reimbursed for any anticipatory profits or other costs that have not been earned up to the date of termination.
- b. The Parties may mutually agree to terminate this Grant Agreement without cause. Termination of the Grant Agreement will not release the party(ies) from any prior commitments, obligations, or transactions, occurring prior to the effective date of termination or any non-cancellable obligations that may extend beyond the termination dates.

18. **Disposition of Property:** The Grantee may not sell, lease, exchange, give away, or otherwise transfer or dispose of any interest in the real or personal property acquired by Grantee with Grant funds except as provided in #10 and as approved by the Department. This includes transfer or disposition to a successor on the merger, dissolution, or other termination of the existence of the Grantee. The Grantee shall give the Department written notice at least sixty (60) calendar days before any proposed transfer or disposition. If the Department permits transfer or disposition, Grantee may be required to repay the State that percentage of the proceeds allocable to the Grant that was used to acquire the property as determined by the Department in its sole discretion.

19. **Appropriations:** If the Federal and/or State government fail to appropriate funds or if funds are not otherwise made available for continued performance for any period of this Grant Agreement, this Grant Agreement must be cancelled automatically as of the beginning of the period for which funds were not appropriated or otherwise made available. The Grantee may not recover anticipatory profits or costs incurred after termination.

20. **Insurance.** For any item of real or personal property acquired by Grantee with Grant funds that has an original fair market value of Five Thousand Dollars (\$5,000) or more, the Grantee shall, at its own expense, and for the reasonable useful life of that item, obtain and maintain all risk or fire and extended coverage insurance or such similar insurance coverage as may be appropriate for the full value of the item, or in amounts as may be commercially reasonable under the circumstances from time to time. Each such policy shall:

- a. name the State as an additional loss payee thereunder;
- b. by its terms, be considered primary and non-contributory with respect to any other insurance (if any) provided by the State;
- c. by its terms, be cancelable only on at least thirty (30) days prior written notice to the Grantee; and
- d. be issued by a reputable insurer authorized to issue such policy in Maryland.

The Grantee shall, on request, provide the Department with satisfactory evidence of its compliance with this requirement. Proceeds of insurance required by this paragraph may be applied as the Department, in its sole discretion, shall determine, toward replacement of the real or personal property or toward the partial or total repayment of the Grant to the State. Provided the Grantee has adequate financial resources, as determined in the sole discretion of the Department, the Grantee may self-insure the property.

21. **Indemnification.** The Grantee shall be responsible for, and shall defend, indemnify, and hold harmless the State of Maryland, its officers, agents, and employees, whether or not the State be deemed contributory negligent, from all suits, actions, liability, or claim of liability (including reasonable attorney's fees) arising out of:

- a. Grantee's involvement in the Project, including its construction;
- b. Grantee's use, occupancy, conduct, operation, or management of the Project;
- c. any negligent, intentionally tortuous, or other act or omission of the Grantee or any of its agents, contractors, servants, employees, subtenants, licensees, or invitees in connection with the Project; and

d. any injury to or death of any person or damage to any property occurring in, on, or as a direct or indirect result of Grantees involvement in the Project or any of the Grantees activities in connection therewith.

22. **Nondiscrimination and Equal Employment Opportunity:** The Grantee agrees:

a. Not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, or physical or mental handicap unrelated in nature and extent so as reasonably to preclude the performance of such employment;

b. To include a provision similar to that contained in subsection (a), above, in any contract under this Grant except a contract for standard commercial supplies or raw materials; and

c. To post and to cause contractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

d. Not to discriminate against any person on the basis of race, color, creed or national origin, in the use of any property or facility acquired or developed pursuant to this Grant Agreement.

23. **Drug and Alcohol Free Workplace:** The Grantee shall comply with the State of Maryland's policy concerning a drug and alcohol free workplace, as set forth in the Governor's Executive Order 01.01.1989.18 and COMAR 21.11.08 and the Drug-Free Workplace Act of 1988, and its implementing regulations codified at 29 CFR 98, Subpart F.I. as amended.

24. **Amendment:** This Grant Agreement may be amended only in a writing executed by the parties.

25. **Assignment:** The Grantee may not assign this Grant Agreement without the prior written approval of the Department. When so approved, this Grant Agreement shall bind the Grantee's successors and assigns.

26. **Entire Agreement:** This Grant Agreement, including the Attachment(s), represents the complete and final understanding of the parties. No other understanding or representations, oral or written, regarding the subject matter of this Grant Agreement, shall be deemed to exist or to bind the parties at the time of execution.

27. **Maryland Law:** The laws of Maryland shall govern the interpretation and enforcement of this Grant Agreement.

This document may be executed in multiple counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Signatures, including notary signatures, provided by electronic means including, by way of example and not of limitation, facsimile, Adobe, PDF, and sent by electronic mail, or via an electronic signature program, shall be deemed to be original signatures.

IN WITNESS WHEREOF, the parties have executed this Grant Agreement by causing the same to be signed on the day and year first above written.

Signatory for the Grantee:

GRANTEE WITNESS

Anthony W. "Chip" Bertino, Jr., President
Worcester County Commissioners

State of Maryland
Department of Natural Resources

DEPARTMENT WITNESS

Christine Conn, Ph.D., Unit Director
Chesapeake & Coastal Service

Approved as to form and legal sufficiency
March 2022
Office of the Attorney General, Department of Natural Resources

ATTACHMENT A

GRANT #: LG-2304P-24

SCOPE OF WORK

PROJECT TITLE: Public Landing Retaining Wall/ Rip Rap Construction

DESCRIPTION: The project involves construction of a retaining wall/rip-rap to prevent erosion around the peninsula at Public Landing to reduce the need for dredging in the canal.

Examples of final deliverables for the project include photographs, as-builts, post dredge survey (if applicable), final reimbursement, etc. The final reimbursement with appropriate back-up documentation shall be submitted to the Chesapeake and Coastal Service no later than thirty days after the end date of the grant period.

To assure that projects are on task to meet milestone target dates, generally quarterly reimbursement requests and status reports will be submitted to the Department Contact in accordance with the following schedule:

TIME FRAME

DUE DATE

FY 2024

July 1, 2023 – September 30, 2023
 October 1, 2023 – December 31, 2023
 January 1, 2024 – March 31, 2024
 April 1, 2024 – June 30, 2024

October 15, 2023
 January 15, 2024
 April 15, 2024
 July 15, 2024

FY 2025

July 1, 2024 – September 30, 2024
 October 1, 2024 – December 31, 2024
 January 1, 2025 – March 31, 2025
 April 1, 2025 – June 30, 2025

October 15, 2024
 January 15, 2025
 April 15, 2025
 July 15, 2025

FY 2026

July 1, 2025 – September 30, 2025
 October 1, 2025 – December 31, 2025
 January 1, 2026 – March 31, 2026
 April 1, 2026 – June 30, 2026

October 15, 2025
 January 15, 2026
 April 15, 2026
 July 15, 2026

FY 2027

July 1, 2026 – September 30, 2026
 October 1, 2026 – December 31, 2026
 January 1, 2027 – March 31, 2027
 April 1, 2027 – June 30, 2027

October 15, 2026
 January 15, 2027
 April 15, 2027
 June 30, 2027

ATTACHMENT B
Center for Waterway Improvement and Infrastructure
Request for Reimbursement

Grant Number: _____ **Reimbursement #:** _____

Is this a final reimbursement? Yes () No ()

If a final reimbursement, shall WWI revert the remaining funds? Yes () No () N/A ()

Project Title: _____

Make Check Payable to: _____ Federal ID # _____

Address: _____

Project Coordinator: _____ **Title:** _____

Telephone: _____ E-Mail _____

1. **Cost Summary:**

Project Performance Period: _____

Item #	Vendor/Contractor/Force Account/Equipment	Invoice # (or indicate separate schedule attached)	Amount

Total:	
State Approved (50%, 100%):	
Total Reimbursement Requested:	\$
*Reimbursement Request (Other):	\$

Payment Certification: *I hereby certify that the costs submitted for reimbursement are true and correct, and that all payments have been made to all persons, vendors and contractors engaged in this project in accordance with local government procurement procedures and the Waterway Improvement Fund Grant Agreement.*

X

Signature of local government fiscal authority or of local Project Coordinator – See Instruction #4	Typed or printed name	Title	Date
---	-----------------------	-------	------

*- Enter reimbursement amount if not 50% or 100%, or if federally funded.

This document may be executed in multiple counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Signatures, including notary signatures, provided by electronic means including, by way of example and not of limitation, facsimile, Adobe, PDF, and sent by electronic mail, or via an electronic signature program, shall be deemed to be original signatures.

THIS PAGE FOR STATE USE ONLY

Shaded areas for state use:

Date _____	Payment _____	Balance _____
Date _____	Payment _____	Balance _____
Date _____	Payment _____	Balance _____
Date _____	Payment _____	Balance _____
Date _____	Payment _____	Balance _____

This payment: \$ _____

Project's Balance: \$ _____

Federal Funds only:

STATE MATCH %: _____ FEDERAL SHARE%: _____

Total payment state share: _____

Total payment federal share: _____

Final Payment directions:

Check if applicable:

Yes, this payment is a final payment.

Yes, remaining funds may be reverted.

Please Transfer remaining funds to Project #: _____

Signatures:

Regional Program Administrator Approval _____	Date _____
Waterway Director's Approval _____	Date _____
Fiscal Administration Approval _____	Date _____

INSTRUCTIONS FOR PREPARING, COMPLETING, AND SUBMITTING THE REQUEST FOR REIMBURSEMENT

1. Please type or print in ink. If you have any questions, please email Carla Fleming at Carla.fleming@maryland.gov.
2. A Transmittal Letter, on official letterhead, must accompany all Requests for Reimbursement Forms and should summarize all items included in the submittal packet.
3. Submit one Request for Reimbursement Form per project. The form must be signed by Key Personnel identified in the Grant Agreement or a person with fiscal authority.
4. One copy of all invoices supporting all costs claimed should be submitted with evidence of corresponding payments made to vendors/contractors (copies of checks, check numbers, or fund wire summary). If the local jurisdiction elects **not** to submit copies of canceled checks, the Payment Certification must be signed by an individual with fiscal authority who can certify that the payments have been made.
5. If work has been accomplished using in-house labor and equipment, submit the following documentation:
 - a. A list or computer printout of individuals working on the project to include; job function, dates and hours worked, hourly rate and total paid.
 - b. A list or computer printout of equipment used to include dates and hours operated on the project. Usage rates should be based on current schedules used within the county or town, or the current State Highway Administration rate schedule. Indicate the source for rates used.
6. Reimbursements will be made by wire transfer or by check based on the Applicant's information on file with the Department of Natural Resources.
7. Submit the completed packet via email to the Regional Administrator or mail to:

Department of Natural Resources
Center for Waterway Improvement and Infrastructure
Chesapeake and Coastal Service
Tawes State Office Building – E2
580 Taylor Ave.
Annapolis, MD 21401

Note: Grant recipient will retain additional support documents for costs submitted on the project, such as contracts, change orders, bid tabulations, labor and equipment records for a period of three years after final reimbursement.



Worcester County Recreation & Parks
6030 Public Landing Road | Snow Hill MD 21863 | (410) 632-2144 | 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: July 17, 2023
SUBJECT: Waterway Improvement Fund Grant – George Island

The Recreation & Parks Department received an award letter and Grant Agreement for the FY24 Waterway Improvement Fund Grant for the George Island Boat Landing Engineering.

The grant amount is in the amount of \$75,000 and is for the engineering services for the planning phase for a complete renovation of George Island Landing. The facility is in need of serious repair beyond the normal general maintenance.

Waterway Improvement Fund Grants are 100% reimbursable.

We are asking for review and approval signature for this grant in order to move forward.

Please do not hesitate to contact me at 410-632-2144 x2502 if you have any questions or need additional information.

Attachment

cc: Jacob Stephens, Parks Superintendent



Wes Moore, Governor
Aruna Miller, Lt. Governor
Josh Kurtz, Secretary
David Goshorn, Deputy Secretary

July 13, 2023

Mr. Jacob Stephens, Parks Superintendent
Worcester County Recreation and Parks
6030 Public Landing Rd.
Snow Hill, MD 21863

Re: Fiscal Year 2024 Waterway Improvement Fund Grant
Grant #LG-2304P-24, Public Landing retaining Wall/Riprap Construction, \$200,000.00
Grant #LG-2312H-24, George Island Boat Landing Engineering, \$75,000

Dear Mr. Stephens:

I am pleased to inform you that your jurisdiction's request for Fiscal Year 2024 Waterway Improvement Funds (WIF) for the above referenced projects has been approved. The approved grant funds are available as soon as we receive and execute a signed grant agreement.

For your review and signature, please find the attached grant agreements for your FY24 WIF projects with the terms and conditions associated with the award. Please review and return via e-mail, a signed copy to your Project Administrator. If there are any corrections or changes needed to the grant agreement terms and conditions, please contact your Project Administrator Alice Scanlon at alichel.scanlon@maryland.gov.

As our waterfronts increasingly experience some of the first impacts of climate change, we are asking grantees to consider ways to build resilience into their projects and bid processes (if applicable). We encourage you to consider the impacts of nuisance and higher than high tide flooding, storm surge, storm water flooding, and future sea level rise in all aspects of your design to avoid or minimize the impacts to your project. Chesapeake and Coastal Service staff are available to assist you with ways you can incorporate resiliency into your project. Please reach out if you would like to discuss ideas.

I want to personally thank you and your staff for your support in making these projects possible and striving to build resilience into our recreational water access network.

Sincerely,

A handwritten signature in blue ink that reads "Christine Conn".

Christine Conn, PhD., Director
Chesapeake and Coastal Service

Attachment

Cc: Alice Scanlon, Regional Administrator

STATE OF MARYLAND
DEPARTMENT OF NATURAL RESOURCES
WATERWAY IMPROVEMENT FUND GRANT AGREEMENT

GRANT #: LG-2312H-24

THIS GRANT AGREEMENT, entered into this ____ day of _____ 20____,
by and between

STATE OF MARYLAND
DEPARTMENT OF NATURAL RESOURCES
CHESAPEAKE & COASTAL SERVICE
580 Taylor Ave., Annapolis, MD 21401
hereinafter (“Department”)

and

WORCESTER COUNTY GOVERNMENT
One West Market Street, Room 1103, Snow Hill, MD 21863(“Grantee”)
hereinafter (“Grantee”)
Federal ID # 52-6001064

WHEREAS, funding has been appropriated by the General Assembly to the Waterway Improvement Fund to be disbursed as grants for the purpose of assisting in waterway improvements by expanding and enhancing access to public boating opportunities and improving boating safety pursuant to MD.CODE ANN., Natural Resources II, §8-707 et seq., (2012 Replacement Volume as amended) (“the Fund”); and

WHEREAS, the purpose of these grants is to assist jurisdictions by providing project grant funds; and

WHEREAS, the Grantee has applied to the Department for grant assistance funding for George Island Boat Landing Engineering; and

WHEREAS, the Department has determined such grant assistance shall be provided to Grantee if Grantee agrees to the provisions contained herein.

NOW, THEREFORE, in consideration for the receipt of a Grant for the Fiscal Year 2023, in the amount of Seventy-five Thousand Dollars and Zero Cents (\$75,000.00).

The Grantee agrees to the following provisions:

1. **Term:** This Grant Agreement shall become effective on July 1, 2023 and shall expire on June 30, 2027.

2. **Scope:** The Grantee is responsible for supervision of and the technical accuracy and coordination of all work pursuant to this Grant Agreement as set forth in the attached Scope of Work. Attachment # A is hereby incorporated into this Grant Agreement and made an integral part of this Grant Agreement.

3. **Key Personnel:** The parties agree that the following named individuals are considered to be essential to the work being performed under this Grant Agreement, and that they are designated as Key Personnel who shall be made available to the fullest extent required to carry out the work under this Grant Agreement:

Jacob Stephens, Parks Superintendent
Phone: 410-632-2144 ext. 2521 Email: jstephens@co.worcester.md.us

Kelly Rados, Director Recreation and Parks
Phone: 410-632-2144 Email: krados@co.worcester.md.us

The parties designate the following named individuals as Grant Agreement Representatives for the purpose of any notices required under this Grant Agreement. The parties agree that each will promptly notify the other, in case of substitution of a Grant Agreement Representative, or change in the Representative's contact information.

Alice Scanlon, Regional Administrator
Phone: 443-433-6043; Email: alicel.scanlon@maryland.gov

Kelly Rados, Director Recreation and Parks
Phone: 410-632-2144 Email: krados@co.worcester.md.us

4. **Payment:** The Grantee shall submit a reimbursement request to the Department on generally a quarterly basis, for expenses authorized for the work under this Grant Agreement on the attached Request for Reimbursement form, in accordance with the payment schedule in the attached Scope of Work. The request will include invoices and a copy of paid canceled check(s) or certification that payment has been made for reimbursement of the State's share of the project. Attachment # B is hereby incorporated into this Grant Agreement and made an integral part of this Grant Agreement.

Reimbursement shall be due and payable within 30 days of receipt by the Department. The grantee agrees that no claim or charges for damages shall be made by it for any delays or hindrances from any cause during the term of this Grant Agreement. Under no circumstances is the Department responsible for payment of any charges due to late payment of invoices.

5. **Deliverables:** The Grantee shall submit generally quarterly status/progress reports to the Department at the same time as the billing submissions required under paragraph 4 above. All deliverables will be submitted directly to the Department Contact, **Alice Scanlon**. Final deliverable work products, including the Final Reports, any geographic or mapping related efforts, and those items listed in the Scope of Work as expected final deliverables, shall be submitted to the Department Contact.

6. **Project Management:** The design, construction, and management of the project will be by or under the supervision of the Grantee in accordance with the latest edition of the Waterway Improvement Fund Grants Manual incorporated by reference into this Grant Agreement. Plans and specifications, including all contract documents and any subsequent changes, must be completed by a Maryland Registered Professional Engineer unless approved otherwise in advance by the Department Contact. All plans, specifications and proposed changes must be submitted for review and approval by the Department Contact. All necessary Federal, State and local permits and approvals must be secured by Grantee prior to start of construction.
7. **Request for Bids:** The Grantee shall publicly advertise the project for bids or use another procurement method approved in advance by the Department Contact. Proposals will be received and compiled by the Grantee. The Department reserves the right to have a representative present at the bid opening.
- a. Project contracts with a value of \$250,000 or more which the State provides 25% or more of the funding shall be advertised as prevailing wage contracts (COMAR 21.11.11).
 - b. The Grantee will prepare a tabulation of bids and/or other method of procurement and submit same for approval to the Department with comments and recommendations prior to the award of any contract.
8. **Publication:** The Grantee shall post signs about the project, in a prominent location, identifying the project as a “Public Facility” and shall place a permanent sign, approved by the Department, acknowledging funding by the Waterway Improvement Fund. All press releases and grant related events shall be coordinated with DNR, Center for Waterway Improvement and Infrastructure.
9. **Fee Approval:** The Grantee shall obtain prior approval from the Department for any fees or modifications to existing fees charged for the use of the funded facility. All Maryland registered boaters shall have equal access to State funded boating facilities. Any requests for exceptions to this policy must be submitted in writing. The Department reserves the right to deny such requests.
10. **Facility Access:** Any facility funded in whole or in part with Waterway Improvement Fund Grants must remain accessible and open for use by the general boating public. The Department shall approve changes in use of a funded facility before it is removed from public access and use, such as through sale, donation or commercial use of the facility. If the change in use is approved by the Department, the Grantee must replace the public access location with a facility open to the general boating public with equal value at the nearest approved location at no cost to the Department. The Grantee may be required to repay the Department for the current value of the funded facility in proportion to the total cost contribution originally paid by the State. The Department may require two independent appraisals to determine the amount to be reimbursed to the Waterway Improvement Fund.

11. **Maintenance and Repair:** Unless previously approved by the Department, the Grantee agrees to operate and maintain the proposed project. Future maintenance funds are not guaranteed by the Department. The Grantee agrees that it shall if necessary, unless previously approved by the Department:

- a. Provide without cost to the State of Maryland, all necessary lands, easements, rights-of-way, and dredge disposal site(s) required for the project;
- b. Hold and save the State of Maryland free from damages that may result from the construction of the project;
- c. Accomplish, without cost to the State of Maryland, alterations and relocations as required in sewer, water supply, drainage and other utility facilities and
- d. Shall assure that the facility shall be designed and constructed for persons with disabilities pursuant to the Annotated Code of Maryland and the Americans with Disability Act (ADA).

12. **Compliance with Applicable Law:** The Grantee hereby represents and warrants that:

- a. The Grantee is qualified to do business in the State of Maryland and that they will take such action as, from time to time hereafter, may be necessary to remain so qualified;
- b. The Grantee is not in arrears with respect to the payment of any monies due and owing the State of Maryland, or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and that they shall not become so in arrears during the term of this Grant;
- c. The Grantee shall comply with all federal, State, and local laws, regulations, and ordinances applicable to its activities and obligations under this Grant; and
- d. The Grantee shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Grant.

13. **Unused Funds:** The Department reserves the right to revert any unexpended or unencumbered balance from this grant not used during the project period specified in the scope of work. Grant projects four years or older are subject to immediate reversion by the Department.

14. **Subject to Audit:** The Department retains the right to audit and inspect the records of the Grantee pertaining to this Grant for a period of 3 years after the conclusion of the Grant. Grantee shall permit any duly authorized representative of the State to inspect and audit all records and documents of Grantee relating to this Grant. Should the Department determine that Grant funds have been expended for activities outside of the Scope of this Grant Agreement; the Grantee shall reimburse the Department for funds so identified.

15. **Default:** Default is Grantee's breach of any of the applicable covenants, agreements, or certifications contained in this Grant Agreement.

16. **Remedies Upon Default:**

- a. Upon the occurrence of any default, the Department may require the defaulting party to:
 - (i) repay the Grant, in whole or in part;
 - (ii) recoup the amount of the Grant already paid from funds due the Grantee from any other current or future State grant or loan or any other funds, otherwise due and owing Grantee;
 - (iii) withhold further payments under this Grant Agreement; or
 - (iv) terminate this Grant Agreement.
- b. In addition to the rights and remedies obtained in this Grant Agreement, the State may at any time proceed to protect and enforce all rights available to it. All rights and remedies survive the termination of this Grant Agreement.

17. **Termination:**

- a. The Department may terminate this Grant Agreement for any reason in accordance with this clause in whole, or from time to time in part, whenever the Department shall determine that such termination is in the best interest of the Department. The Department will pay all reasonable costs associated with this Grant Agreement that the Grantee has incurred up to the date of termination and all reasonable costs associated with termination of the Grant Agreement. However, the Grantee shall not be reimbursed for any anticipatory profits or other costs that have not been earned up to the date of termination.
- b. The Parties may mutually agree to terminate this Grant Agreement without cause. Termination of the Grant Agreement will not release the party(ies) from any prior commitments, obligations, or transactions, occurring prior to the effective date of termination or any non-cancellable obligations that may extend beyond the termination dates.

18. **Disposition of Property:** The Grantee may not sell, lease, exchange, give away, or otherwise transfer or dispose of any interest in the real or personal property acquired by Grantee with Grant funds except as provided in #10 and as approved by the Department. This includes transfer or disposition to a successor on the merger, dissolution, or other termination of the existence of the Grantee. The Grantee shall give the Department written notice at least sixty (60) calendar days before any proposed transfer or disposition. If the Department permits transfer or disposition, Grantee may be required to repay the State that percentage of the proceeds allocable to the Grant that was used to acquire the property as determined by the Department in its sole discretion.

19. **Appropriations:** If the Federal and/or State government fail to appropriate funds or if funds are not otherwise made available for continued performance for any period of this Grant Agreement, this Grant Agreement must be cancelled automatically as of the beginning of the period for which funds were not appropriated or otherwise made available. The Grantee may not recover anticipatory profits or costs incurred after termination.

20. **Insurance.** For any item of real or personal property acquired by Grantee with Grant funds that has an original fair market value of Five Thousand Dollars (\$5,000) or more, the Grantee shall, at its own expense, and for the reasonable useful life of that item, obtain and maintain all risk or fire and extended coverage insurance or such similar insurance coverage as may be appropriate for the full value of the item, or in amounts as may be commercially reasonable under the circumstances from time to time. Each such policy shall:

- a. name the State as an additional loss payee thereunder;
- b. by its terms, be considered primary and non-contributory with respect to any other insurance (if any) provided by the State;
- c. by its terms, be cancelable only on at least thirty (30) days prior written notice to the Grantee; and
- d. be issued by a reputable insurer authorized to issue such policy in Maryland.

The Grantee shall, on request, provide the Department with satisfactory evidence of its compliance with this requirement. Proceeds of insurance required by this paragraph may be applied as the Department, in its sole discretion, shall determine, toward replacement of the real or personal property or toward the partial or total repayment of the Grant to the State. Provided the Grantee has adequate financial resources, as determined in the sole discretion of the Department, the Grantee may self-insure the property.

21. **Indemnification.** The Grantee shall be responsible for, and shall defend, indemnify, and hold harmless the State of Maryland, its officers, agents, and employees, whether or not the State be deemed contributory negligent, from all suits, actions, liability, or claim of liability (including reasonable attorney's fees) arising out of:

- a. Grantee's involvement in the Project, including its construction;
- b. Grantee's use, occupancy, conduct, operation, or management of the Project;
- c. any negligent, intentionally tortuous, or other act or omission of the Grantee or any of its agents, contractors, servants, employees, subtenants, licensees, or invitees in connection with the Project; and

d. any injury to or death of any person or damage to any property occurring in, on, or as a direct or indirect result of Grantees involvement in the Project or any of the Grantees activities in connection therewith.

22. **Nondiscrimination and Equal Employment Opportunity:** The Grantee agrees:

a. Not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, or physical or mental handicap unrelated in nature and extent so as reasonably to preclude the performance of such employment;

b. To include a provision similar to that contained in subsection (a), above, in any contract under this Grant except a contract for standard commercial supplies or raw materials; and

c. To post and to cause contractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

d. Not to discriminate against any person on the basis of race, color, creed or national origin, in the use of any property or facility acquired or developed pursuant to this Grant Agreement.

23. **Drug and Alcohol Free Workplace:** The Grantee shall comply with the State of Maryland's policy concerning a drug and alcohol free workplace, as set forth in the Governor's Executive Order 01.01.1989.18 and COMAR 21.11.08 and the Drug-Free Workplace Act of 1988, and its implementing regulations codified at 29 CFR 98, Subpart F.I. as amended.

24. **Amendment:** This Grant Agreement may be amended only in a writing executed by the parties.

25. **Assignment:** The Grantee may not assign this Grant Agreement without the prior written approval of the Department. When so approved, this Grant Agreement shall bind the Grantee's successors and assigns.

26. **Entire Agreement:** This Grant Agreement, including the Attachment(s), represents the complete and final understanding of the parties. No other understanding or representations, oral or written, regarding the subject matter of this Grant Agreement, shall be deemed to exist or to bind the parties at the time of execution.

27. **Maryland Law:** The laws of Maryland shall govern the interpretation and enforcement of this Grant Agreement.

This document may be executed in multiple counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Signatures, including notary signatures, provided by electronic means including, by way of example and not of limitation, facsimile, Adobe, PDF, and sent by electronic mail, or via an electronic signature program, shall be deemed to be original signatures.

IN WITNESS WHEREOF, the parties have executed this Grant Agreement by causing the same to be signed on the day and year first above written.

Signatory for the Grantee:

GRANTEE WITNESS

Anthony W. "Chip" Bertino, Jr., President
Worcester County Commissioners

State of Maryland
Department of Natural Resources

DEPARTMENT WITNESS

Christine Conn, Ph.D., Unit Director
Chesapeake & Coastal Service

Approved as to form and legal sufficiency
March 2022
Office of the Attorney General, Department of Natural Resources

ATTACHMENT A

GRANT #: LG-2312H-24

SCOPE OF WORK

PROJECT TITLE: George Island Boat Landing Engineering

DESCRIPTION: The project involves engineering for the planning phase for a complete renovation of George Island Landing. The facility is in need of serious repair beyond the normal general maintenance.

Examples of final deliverables for the project include photographs, as-builts, post dredge survey (if applicable), final reimbursement, etc. The final reimbursement with appropriate back-up documentation shall be submitted to the Chesapeake and Coastal Service no later than thirty days after the end date of the grant period.

To assure that projects are on task to meet milestone target dates, generally quarterly reimbursement requests and status reports will be submitted to the Department Contact in accordance with the following schedule:

TIME FRAME

DUE DATE

FY 2024

July 1, 2023 – September 30, 2023
 October 1, 2023 – December 31, 2023
 January 1, 2024 – March 31, 2024
 April 1, 2024 – June 30, 2024

October 15, 2023
 January 15, 2024
 April 15, 2024
 July 15, 2024

FY 2025

July 1, 2024 – September 30, 2024
 October 1, 2024 – December 31, 2024
 January 1, 2025 – March 31, 2025
 April 1, 2025 – June 30, 2025

October 15, 2024
 January 15, 2025
 April 15, 2025
 July 15, 2025

FY 2026

July 1, 2025 – September 30, 2025
 October 1, 2025 – December 31, 2025
 January 1, 2026 – March 31, 2026
 April 1, 2026 – June 30, 2026

October 15, 2025
 January 15, 2026
 April 15, 2026
 July 15, 2026

FY 2027

July 1, 2026 – September 30, 2026
 October 1, 2026 – December 31, 2026
 January 1, 2027 – March 31, 2027
 April 1, 2027 – June 30, 2027

October 15, 2026
 January 15, 2027
 April 15, 2027
 June 30, 2027

ATTACHMENT B
**Center for Waterway Improvement and Infrastructure
 Request for Reimbursement**

Grant Number: _____ **Reimbursement #:** _____

Is this a final reimbursement? Yes () No ()
 If a final reimbursement, shall WWI revert the remaining funds? Yes () No () N/A ()

Project Title: _____

Make Check Payable to: _____ Federal ID # _____

Address: _____

Project Coordinator: _____ **Title:** _____

Telephone: _____ **E-Mail:** _____

1. Cost Summary:

Project Performance Period: _____

Item #	Vendor/Contractor/Force Account/Equipment	Invoice # (or indicate separate schedule attached)	Amount

Total:	
State Approved (50%, 100%):	
Total Reimbursement Requested:	\$ _____
*Reimbursement Request (Other):	\$ _____

*- Enter reimbursement amount if not 50% or 100%, or if federally funded.

This document may be executed in multiple counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Signatures, including notary signatures, provided by electronic means including, by way of example and not of limitation, facsimile, Adobe, PDF, and sent by electronic mail, or via an electronic signature program, shall be deemed to be original signatures.

Payment Certification: *I hereby certify that the costs submitted for reimbursement are true and correct, and that all payments have been made to all persons, vendors and contractors engaged in this project in accordance with local government procurement procedures and the Waterway Improvement Fund Grant Agreement.*

X

Signature of local government fiscal authority or of local Project Coordinator – See Instruction #4	Typed or printed name	Title	Date
---	-----------------------	-------	------

THIS PAGE FOR STATE USE ONLY

Shaded areas for state use:

Date _____	Payment _____	Balance _____
Date _____	Payment _____	Balance _____
Date _____	Payment _____	Balance _____
Date _____	Payment _____	Balance _____
Date _____	Payment _____	Balance _____

This payment: \$ _____

Project's Balance: \$ _____

Federal Funds only:

STATE MATCH %: _____	FEDERAL SHARE%: _____
Total payment state share: _____	
Total payment federal share: _____	

Final Payment directions:

Check if applicable:

Yes, this payment is a final payment.

Yes, remaining funds may be reverted.

Please Transfer remaining funds to Project #: _____

Signatures:

Regional Program Administrator Approval _____	Date _____
Waterway Director's Approval _____	Date _____
Fiscal Administration Approval _____	Date _____

INSTRUCTIONS FOR PREPARING, COMPLETING, AND SUBMITTING THE REQUEST FOR REIMBURSEMENT

1. Please type or print in ink. If you have any questions, please email Carla Fleming at Carla.fleming@maryland.gov.
2. A Transmittal Letter, on official letterhead, must accompany all Requests for Reimbursement Forms and should summarize all items included in the submittal packet.
3. Submit one Request for Reimbursement Form per project. The form must be signed by Key Personnel identified in the Grant Agreement or a person with fiscal authority.
4. One copy of all invoices supporting all costs claimed should be submitted with evidence of corresponding payments made to vendors/contractors (copies of checks, check numbers, or fund wire summary). If the local jurisdiction elects **not** to submit copies of canceled checks, the Payment Certification must be signed by an individual with fiscal authority who can certify that the payments have been made.
5. If work has been accomplished using in-house labor and equipment, submit the following documentation:
 - a. A list or computer printout of individuals working on the project to include; job function, dates and hours worked, hourly rate and total paid.
 - b. A list or computer printout of equipment used to include dates and hours operated on the project. Usage rates should be based on current schedules used within the county or town, or the current State Highway Administration rate schedule. Indicate the source for rates used.
6. Reimbursements will be made by wire transfer or by check based on the Applicant's information on file with the Department of Natural Resources.
7. Submit the completed packet via email to the Regional Administrator or mail to:

Department of Natural Resources
Center for Waterway Improvement and Infrastructure
Chesapeake and Coastal Service
Tawes State Office Building – E2
580 Taylor Ave.
Annapolis, MD 21401

Note: Grant recipient will retain additional support documents for costs submitted on the project, such as contracts, change orders, bid tabulations, labor and equipment records for a period of three years after final reimbursement.

TEL: 410-632-5623
 FAX: 410-632-1753
 WEB: co.worcester.md.us



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

DALLAS BAKER JR., P.E.
 DIRECTOR

CHRISTOPHER CLASING, P.E.
 DEPUTY DIRECTOR

TO: Weston Young P.E., Chief Administrative Officer
 Candace Savage, CGFM, Deputy Chief Administration Officer
FROM: Dallas Baker Jr., P.E., Director *Dallas Baker Jr*
DATE: July 20, 2023
SUBJECT: Household Hazardous Waste Day

Public Works – Solid Waste Division is requesting Commissioner approval to schedule the annual Household Hazardous Waste Day for Saturday, October 28, 2023 at the Worcester County Central Landfill. Maryland Department of the Environment and Maryland Environmental Service have been tentatively notified and put us on their schedule for that day as they need to know in advance as other counties are also scheduling events at that time of year. The total cost of this event, including advertising is expected to be around \$20,000. The funds for this are in the Recycling Budget account number 100.1206.6700.640. The County Attorney has reviewed and approved the attached agreement for Commissioner signature.

The Worcester County Recycling Division will also collect electronics (computers, servers and laptops) at this event. MXI is under contract with the state of Maryland to handle the Hazardous Waste collection. The towns of Ocean City, Berlin, Snow Hill & Pocomoke City will be notified about this event and will be invited to participate.

Please let me know if there are any questions.

Attachments

CC: Bob Keenan
 David Candy
 Chris Clasing

**HOUSEHOLD HAZARDOUS WASTE
COLLECTION AND DISPOSAL
INTERGOVERNMENTAL AGREEMENT**

MES ID No. 2-24-4-08

Worcester County Government Internal Number: _____

THIS INTERGOVERNMENTAL AGREEMENT, made **this _____ day of _____ 2023**, by and between the Maryland Environmental Service (hereinafter “MES”), and the Worcester County Government, Maryland (hereinafter “County”);

W I T N E S S E T H:

WHEREAS, MES has entered into a contract with MXI Environmental Services LLC for the collection and disposal of Household Hazardous Waste (HHW) throughout the State of Maryland; and,

WHEREAS, MES and the County have agreed to enter into this Agreement for pickups and events to collect and properly dispose of Household Hazardous Waste at sites and times designated by the County; and,

WHEREAS, MES and the County have agreed to provide certain services as set forth in the attached Scope of Work; and,

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained be it agreed by and between the parties as follows:

1. PURPOSE OF AGREEMENT

The purpose of this Agreement is the implementation of a Household Hazardous Waste Collection pickup or event intended to provide a responsible disposal alternative for homeowners who have accumulated a quantity of hazardous waste in their homes.

2. COUNTY RESPONSIBILITIES

The County shall furnish all supervision, labor, materials, and equipment necessary to perform the responsibilities set forth in the Scope of Work and Estimated Cost Proposal, attached hereto as Appendix A, and expressly incorporated into and made a part of this Agreement. The County’s responsibilities include, without limitation, providing the site(s) for the pickup or collection, advertising the event in the service area, and providing support services at its own cost. By execution of this Agreement, the County expressly authorizes and approves MES to advertise the County’s participation in this event.

3. MES RESPONSIBILITIES

MES shall provide contracted services for the collection and proper disposal of household hazardous waste and additional labor necessary to perform the responsibilities set forth in the Scope of Work referenced herein.

4. TERM OF AGREEMENT

Notwithstanding the date of execution of this Agreement, the term of the Agreement shall be for a period of two years, beginning on July 1, 2023, and terminating on June 30, 2025 (the “Initial Term”). The County shall have the option to renew this Agreement for two (2) additional one (1) year periods (each a “Renewal Term”) at the expiration of the Initial Term, provided that the County shall give written notice of its intention to exercise each such option at least thirty (30) days before the end of the Initial Term. This Agreement, and the terms and conditions thereof shall remain in effect during any such additional term.

5. PRINCIPAL CONTACTS

The principal administrative contacts for this Agreement are:

MES - Angie Webb
COUNTY - Bob Keenan

Unless otherwise specified in an addendum to this Agreement, the County Principal Contact, as identified above, is the person to be contacted by the Service’s Principal Contact for the purposes of communicating routine information, requesting assistance, or making routine inquiries with respect to this Agreement. The Service's Principal Contact, as identified above, is the person to be contacted by the County for the purposes of communicating routine information, requesting assistance, or making routine inquiries with respect to the Agreement. Unless otherwise specified by law or regulation or in an addendum to the Agreement, the Service's Director or designee is the only official authorized to enter into or administer the Agreement, to make determinations and findings with respect to the Agreement, authorize changes to the Scope of Work, or issue Stop Work Orders.

Service of any notice required by the Agreement shall be complete upon mailing of such notice, postage prepaid, to the appropriate Principal Contact at the address indicated in the Agreement. If no Principal Contact is named, then the person executing the Agreement for a party shall be the Principal Contact for purposes of notice.

6. MODIFICATIONS

Any modifications to this Agreement must be in writing and agreed to by both parties.

7. SUBCONTRACTING

No portion of this Agreement, with the exception of work performed by MES's subcontractor MXI Environmental Services LLC, shall be subcontracted, assigned or otherwise disposed of except with the written consent of MES and the County. Consent to subcontract, assign, or otherwise dispose of any portion of the Agreement shall not be construed to relieve the County of any responsibility for fulfilling all the requirements of this Agreement.

Any and all subcontractors retained by the County or MES in the course of performance of this Agreement, except for subcontractors which are agencies of the State of Maryland, shall indemnify and save harmless and defend the State of Maryland, MES, the County, and all of their respective representatives from all suits, actions, or claims of any character brought on account of any injuries or damage sustained by any person or property in consequence of any work performed under this Agreement, either by the County or MES or any subcontractor, or their respective employees, agents, or representatives. This responsibility is not to be deemed as a waiver of any immunity which may exist in any action against MES or the County.

8. RIGHT TO DATA, PUBLIC DISCLOSURE

Except as may be required by law, neither party shall publicly disclose any data or information delivered under this Agreement without the prior approval of the other party.

9. LAW APPLICABLE

This Agreement shall be governed by the laws of the State of Maryland, and the parties expressly agree that the courts of the State of Maryland shall have exclusive jurisdiction to decide any question arising hereunder.

The County will observe and comply with the Federal, State and local laws and ordinances that affect, in connection with the Agreement, the work to be performed, those employed or engaged in connection therewith, any material or equipment used, or the conduct of the work itself.

The County, to the extent permitted by law, existing appropriations and available insurance coverage, shall protect, indemnify, and hold the Service and its officers, employees and agents harmless from and against all liabilities, actions, damages, claims, demands, judgments, losses, costs, expenses, suits, or actions and attorneys' fees, for personal injury to, or death of, any person, or loss or damage to property, or contamination of or adverse affect to the environment, or any violation of governmental laws, regulations,

caused solely by the acts, errors, or omissions of the County, its agents, contractors or employees, in connection with or as a result of this Agreement or the performance of its obligations hereunder, except to the extent that the injury, death, loss, or damage was the result of the willful misconduct or negligent acts, errors, or omissions of MES or other persons (as the case may be) asserting indemnification hereunder. This indemnification provision is for the protection only of MES and the persons expressly designated herein and shall not establish, of itself, any liability to third parties.

By entering into this Agreement, the County, the Service and their “employees”, as defined in the Local Government Tort Claims Act, §§ 5-301 et seq. of the Courts and Judicial Proceedings Article and in the Maryland Tort Claims Act, §§ 12-101 et seq. of the State Government Article, do not waive sovereign immunity, do not waive any defenses, and do not waive any limitations of liability as may be provided for by law. No provision of this contract modifies and/or waives any provision of either the Local Government Tort Claims Act or the Maryland Tort Claims Act.

No elected official, appointed official, employee, servant, agent, or law enforcement officer shall be held personally liable under this Agreement and any extension or renewals thereof because of its enforcement or attempted enforcement provided they are acting within the course and scope of their employment or governmental duties and responsibilities.

10. TERMINATION FOR CONVENIENCE

The performance of work under this Agreement may be terminated by MES in accordance with this clause in whole, or from time to time in part at any time after thirty (30) calendar days’ notice to the County.

11. REIMBURSEMENT OF COSTS

The County shall reimburse the Service for all costs incurred by the Service in providing the services identified herein, including costs incurred by the Service under the Contract between the Service and MXI Environmental Services LLC, as detailed in the attached Scope of Work and Estimated Cost Proposal. The County acknowledges and agrees that the Estimated Cost Proposal is only an estimate, based upon the Service’s reasonable estimation of the quantity of HHW based upon unit pricing that may be delivered by the County’s citizens. The actual costs incurred by the Service may be more or less than the Estimated Cost Proposal.

MES reserves the right to charge an annual administration fee for program management.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective representatives hereunder duly authorized, all as of the day and year first above written.

MARYLAND ENVIRONMENTAL SERVICE

Amanda Cooper
WITNESS

BY: Charles Glass
CHARLES C. GLASS, PH.D., P.E.
EXECUTIVE DIRECTOR

Approved as to form and Legal
Sufficiency this 18th, day of

July, 2023

Sean L. Coleman
MES Assistant Attorney General

WORCESTER COUNTY GOVERNMENT

WITNESS

BY: _____

Name: _____

Title: _____

Approved for Legal Sufficiency

By: _____
Associate County Attorney

Appendix A

Scope of Work Household Hazardous Waste Collection And Disposal

Introduction

Current Federal and State regulations dealing with management of hazardous waste exempt such wastes when they are generated by a household. Such wastes are referred to as Household Hazardous Waste, or HHW. However, to better protect public health and the environment, many jurisdictions elect to separately collect and manage HHW to prevent their introduction into the municipal solid waste management facility. To assist jurisdictions in the implementation of such separate HHW management programs, the Maryland Environmental Service (MES) has contracted for HHW management services through a fully qualified and experienced contractor, MXI Environmental Services LLC. Individual jurisdictions are able to secure the services of this HHW management company through MES.

Objective

MES has contracted for HHW collection and management services through MXI Environmental Services LLC, 26319 Old Trail Road, Abingdon, VA 24210. The company will provide statewide service by accepting, classifying, and properly packaging HHW. MXI Environmental Services LLC will also properly manifest, transport, and dispose of the collected HHW in accordance with all current federal and state requirements. The responsibilities of MXI Environmental Services LLC are as set forth in the MES Service Agreement with the Contractor. Under the provisions of that Agreement, MXI Environmental Services LLC shall:

1. Provide sufficiently trained and qualified personnel for conducting an HHW collection event on a specified date at a designated location within a participating jurisdiction;
2. Accept and properly classify HHW delivered to the collection site;
3. Properly package, weigh, manifest, transport, and dispose of the collected HHW at a fully permitted treatment, storage, or disposal facility in accordance with the provisions of federal and state laws and regulations dealing with hazardous waste;
4. Assess fees and unit costs for HHW collection services as stipulated in the Service Agreement;
5. Provide documentation and reports to MES regarding the quantities of HHW collected, transported, and disposed;
6. When requested, MXI Environmental Services LLC shall participate in meetings with representatives of the participating jurisdiction to organize and plan for the collection event.
7. MXI Environmental Services LLC shall familiarize the local jurisdiction with the mobile collection unit, layout, and site setup requirements and operating procedures.

MES Deliverables

- MES shall coordinate with the participating jurisdiction and provide notice to MXI Environmental Services LLC of the participating jurisdiction and the date of the planned HHW collection event.
- MES shall serve as liaison between the participating jurisdiction and MXI Environmental Services LLC.
- MES shall be available to offer support to the participating jurisdiction in the planning and coordination of the HHW collection event.
- MES shall supervise the HHW collection event and review all weigh records, manifest data, invoices, and other information developed as a result of the HHW collection event.
- MES shall pay MXI Environmental Services LLC for conducting the collection event in accordance with the fees and other unit costs as set forth in the Service Agreement.
- MES shall prepare and submit an invoice to the participating jurisdiction that shall include all costs associated with the HHW collection event.

MXI Environmental Services LLC Deliverables

MXI Environmental Services LLC shall provide the services as stipulated in the Service Agreement. In summary, these duties include but are not limited to the following:

- For each collection event, MXI Environmental Services LLC shall, within thirty (30) days of prior notice from MES, provide a mobile HHW collection unit for operation in a participating jurisdiction at a specified location within the State of Maryland. MXI Environmental Services LLC shall provide the basic material and personnel necessary to:
 1. Safely unload, sort, consolidate, and package HHW delivered to the site;
 2. Respond to fires, spills, and/or other releases of HHW;
 3. Provide effective safety barriers to protect its personnel and participants from exposure to hazardous materials. Such material components include, but are not limited to, trucks, tents, scales, tables, signs, traffic cones, barrier tape, drums, adsorbent material, labels, fire extinguishers, shovels, over-pack drums, plastic ground cloth, etc.; and
 4. Assist in traffic flow and safety.
- MXI Environmental Services LLC shall be responsible for professional quality, technical accuracy, timely completion, and coordination of all services.
- MXI Environmental Services LLC shall provide one point of contact to MES who will be familiar with the project and who will be on-site or available to be on-site during the collection event to provide on-site supervision during the event. This supervision shall include, but is not limited to, overseeing removal of HHW from vehicles, interviewing participants on the characteristics of the waste delivered and the exempt status of the waste, and determining the appropriate handling and storage of the waste.
- MXI Environmental Services LLC shall properly secure and render inaccessible to the public all collected HHW not intended for recycling or reuse, including trash containers.
- MXI Environmental Services LLC shall provide on-site identification of all wastes received, and properly consolidate wastes.
- MXI Environmental Services LLC shall determine and record the weight of the collected materials before the materials are transported from the site for proper disposal.
- MXI Environmental Services LLC shall not accept any hazardous waste that is not HHW.

ITEM 5

- MXI Environmental Services LLC shall comply with all applicable state and federal regulations dealing with manifesting, transporting, and disposing of hazardous waste.
- MXI Environmental Services LLC shall leave the collection site clean and environmentally safe and shall assume full responsibility for any repair for damages caused by its activities or those of its subcontractors.
- MXI Environmental Services LLC shall provide MES with a copy of all hazardous waste manifests, weigh records, and other information developed during a collection event within fifteen (15) days of the completion of a collection event.

Participating Jurisdiction Deliverables

The participating jurisdiction shall:

- Designate the date, time, and location of the planned HHW collection event and provide this information to MES at least sixty (60) days prior to the planned event to allow sufficient time for notification to MXI Environmental Services LLC;
- Provide right of access to the site where the collection event will be held;
- Provide sufficient support services to the collection event to accommodate the expected event participants;
- Designate the types of materials that will or will not be accepted during the planned HHW collection event;
- Provide facilities such as a roll-off container, pallets, or other containers to accommodate non-hazardous waste, recyclable materials, or other acceptable waste materials delivered to the site during the collection event which are not to be disposed of by MXI Environmental Services LLC as HHW; and
- Reimburse MES for all legitimate costs incurred by MES in providing the services as identified herein, including those costs as identified in the attached estimated cost proposal.

ESTIMATED COSTS PER EVENT

Category	Price	Unit
Mobilization Per Event (all labor, equipment, supplies and materials) 14 staff	\$ 9,500.00	Event lump sum
Flammable liquid (alternative fuel)	\$ 1.25	lb
Flammable solid (road flares)	\$ 1.25	lb
Corrosive material acids/bases	\$ 2.50	lb
Oxidizing material	\$ 16.00	lb
Pesticide material	\$ 2.75	lb
Oil base paint	\$ 1.25	lb
Aerosols/compressed gas	\$ 2.50	lb
Non-flammable liquid (i.e. strong surfactant)	\$ 2.50	lb
Miscellaneous to be disposed of in a landfill	\$ 1.25	lb
Miscellaneous to be incinerated	\$ 2.75	lb
Paint and paint related material	\$ 0.75	lb
Reactive material (water reactive)	\$ 20.00	lb
Dioxins	\$ 20.00	lb
Small propane cylinders (each)	\$ 5.00	each
Medium or large propane cylinders (each)	\$ 10.00	each
Freon cylinders - any size (each)	\$ 150.00	each
Mercury and Mercury compounds	\$ 20.00	lb
Asbestos	\$ 1.50	lb
Household batteries	\$ 1.00	lb
Fire extinguishers	\$ 1.25	lb
Helium cylinders	\$ 5.00	each
Light bulbs	\$ 3.25	each
Waste oil	\$ 1.00	lb
Non Reg Pour Off	\$ 1.25	lb
Smoke detectors	\$ 25.00	5 gal pail
Antifreeze	\$ 1.00	lb
Electronics	\$ 0.53	lb
Lead acid batteries	\$ 9.00	lb
Labor Adjustment Crew Size	\$ 500.00	per person

TEL: 410-632-5623
FAX: 410-632-1753
WEB: co.worcester.md.us



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

DALLAS BAKER JR., P.E.
DIRECTOR

CHRISTOPHER CLASING, P.E.
DEPUTY DIRECTOR

TO: Weston Young P.E., Chief Administrative Officer
Candace Savage, CGFM, Deputy Chief Administrative Officer
FROM: Dallas Baker Jr., P.E., Director *Chris Clasing*
DATE: July 24, 2023
SUBJECT: Water & Wastewater Division – West Ocean City Service Area
Capital Equipment Budgeted – Pump Station #4

Public Works is requesting Commissioner approval to purchase a spare submersible sewage pump for West Ocean City Pump Station 4 at a cost of \$29,475.00. Funds are available in the West Ocean City Capital Equipment Account 580.9010.090. The Flygt brand pumps have been previously approved by the Commissioners as the sole source for submersible sewer pumps for the Water / Wastewater Division.

The pumps at this station receive flow from Mystic Harbor Service area and push it towards Pump Station 1 that goes into Ocean City. We do not have any spare pumps on hand for this station and the lead time for a new pump is 10-12 weeks. If a pump failed without an immediate replacement, we could not provide reliable sewer service to West Ocean City and Mystic Harbor Service areas without extensive costs related to pumping and hauling until the replacement pump arrived.

Please let me know if there are any questions.

Attachments

CC: Chris Clasing, P.E., Deputy Director
Tony Fascelli, Water & Wastewater Superintendent



2140 Renard Court Annapolis, MD 21401 410.841.6810 www.sherwoodlogan.com

7/17/23

Attn: Jeff Tingle – Collections Superintendent
Worcester County Water and Wastewater
1000 Shore Lane
Berlin, MD 21811

RE: West Ocean City Mystic PS 4 – Flygt pump proposal

Mr. Tingle,

Sherwood-Logan & Associates is pleased to provide you with pricing for the following Flygt submersible pump to replace your existing serial # 3153.185.1930030:

- Qty. 1 – Flygt NT3153.185-MT dry-pit submersible pump per the attached data sheets including 15HP/208V/3phase motor, 436 impeller, 50' of power cable, FLS, standard factory testing & estimated freight.

TOTAL PRICE for items listed above including estimated freight: \$29,475.00

Notes/Comments

- Estimated delivery after receipt of order is 10 – 12 weeks.
- Pricing is good for 60 days from date of quote.
- Price excludes factory authorized start-up services.
- Price excludes inlet elbow and stand

Exclusions

- Controls/control panel
- Unloading & Installation
- Removal of existing equipment
- Electrical conduit & wiring (if required)
- Piping modifications (if required)
- Existing control panel modifications (if required)
- VFDs
- Gauges, valves,
- Anchor bolts, fasteners & field-fitted hardware
- Spare parts

Thank you for your consideration of our equipment & please let me know if you have any questions or need anything else.



2140 Renard Court Annapolis, MD 21401 410.841.6810 www.sherwoodlogan.com

Sincerely,

John Logan

John Logan
2140 Renard Court
Annapolis, MD 21401
Phone: 410.841.6810 ext. 1326
jlogan@sherwoodlogan.com

NT 3153 MT 3~ 436

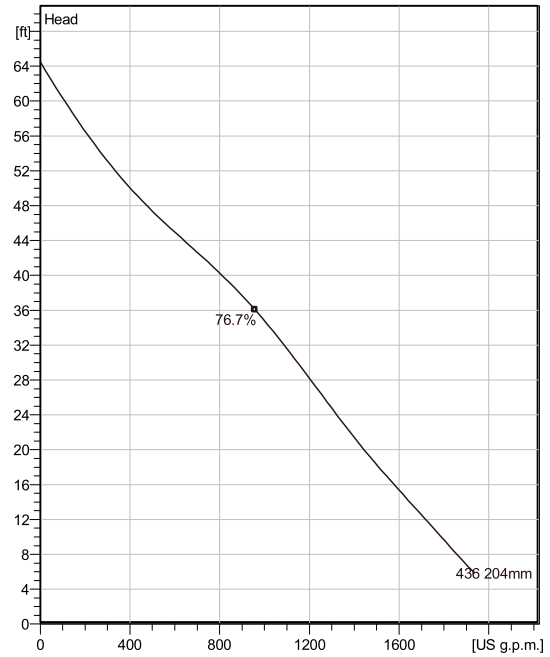
Patented self cleaning semi-open channel impeller, ideal for pumping in waste water applications. Modular based design with high adaptation grade.



Technical specification



Curves according to: Water, pure Water, pure [100%], 39.2 °F, 62.42 lb/ft³, 1.6891E-5 ft²/s



Nominal (mean) data shown. Under- and over-performance from this data should be expected due to standard manufacturing tolerances. Please consult your local Flygt representative for performance guarantees.

Configuration

Motor number N3153.185 21-15-4AA-D 15hp	Installation type T - Vertical Permanent, Dry
Impeller diameter 204 mm	Discharge diameter 6 inch

Configuration

Pump information

Impeller diameter 204 mm
Discharge diameter 6 inch
Inlet diameter 150 mm
Maximum operating speed 1755 rpm
Number of blades 2
Max. fluid temperature 40 °C

Material

Impeller Hard-Iron™

Project	Xylect-20868005	Created by	
Block		Created on	7/17/2023
		Last update	7/17/2023

NT 3153 MT 3~ 436

Technical specification



Motor - General

Motor number N3153.185 21-15-4AA-D 15hp	Phases 3~	Rated speed 1755 rpm	Rated power 15 hp
ATEX approved No	Number of poles 4	Rated current 43 A	Stator variant 4
Frequency 60 Hz	Rated voltage 208 V	Insulation class H	Type of Duty S1
Version code 185			

Motor - Technical

Power factor - 1/1 Load 0.82	Motor efficiency - 1/1 Load 87.5 %	Total moment of inertia 1.61 lb ft ²	Starts per hour max. 30
Power factor - 3/4 Load 0.77	Motor efficiency - 3/4 Load 88.5 %	Starting current, direct starting 259 A	
Power factor - 1/2 Load 0.65	Motor efficiency - 1/2 Load 88.0 %	Starting current, star-delta 86.3 A	

Project Xylect-20868005
Block

Created by
Created on 7/17/2023 **Last update** 7/17/2023

NT 3153 MT 3~ 436

Performance curve

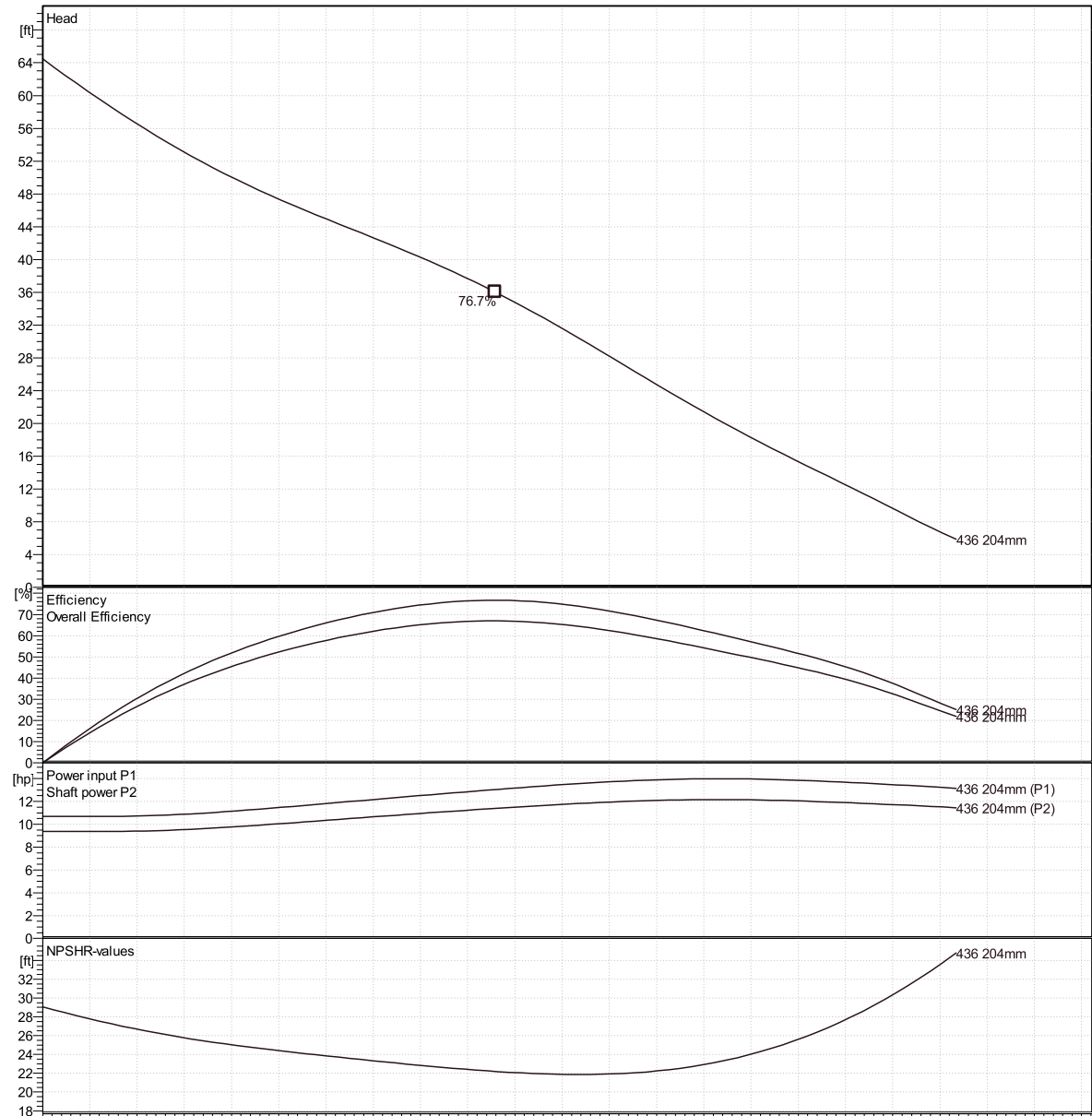


Duty point

Flow

Head

Curves according to: Water, pure Water, pure [100%], 39.2 °F, 62.42 lb/ft³, 1.6891E-5 ft²/s



Nominal (mean) data shown. Under- and over-performance from this data should be expected due to standard manufacturing tolerances. Please consult your local Flygt representative for performance guarantees. Curve: ISO 9906

Xylect-20868005

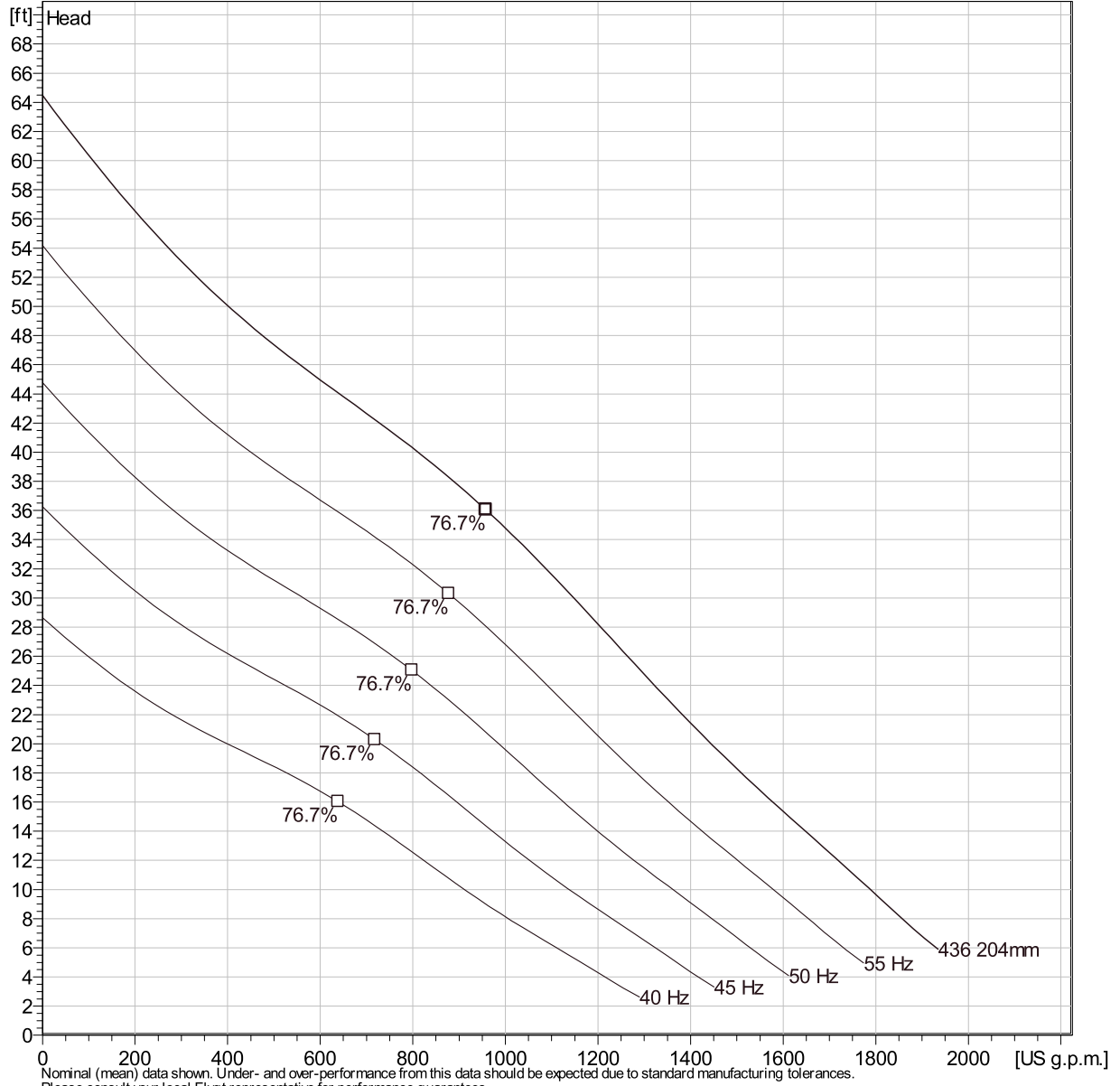
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NT 3153 MT 3~ 436

Duty Analysis



Curves according to: Water, pure [100%]; 39.2°F; 62.42lb/ft³; 1.6891E-5ft²/s



Nominal (mean) data shown. Under- and over-performance from this data should be expected due to standard manufacturing tolerances. Please consult your local Flygt representative for performance guarantees.

Operating characteristics

Pumps / Systems	Flow US g.p.m.	Head ft	Shaft power hp	Flow US g.p.m.	Head ft	Shaft power hp	Hydr. eff.	Spec. Energy kWh/US MG	NPSHre ft
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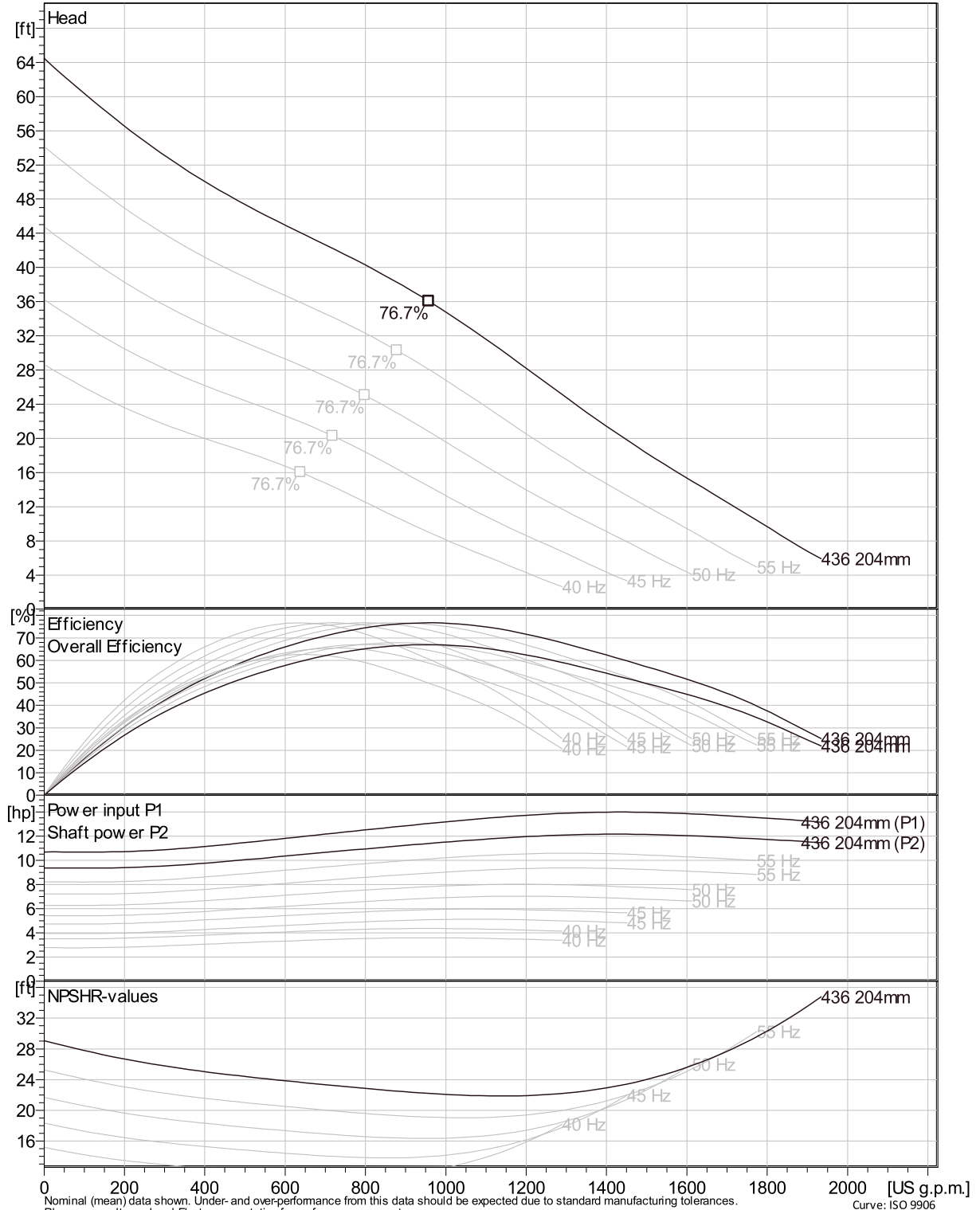
Project		Created by	
Block	Xylect-20868005	Created on	7/17/2023
		Last update	7/17/2023

NT 3153 MT 3~ 436

VFD Curve



Curves according to: Water, pure, 39.2 °F, 62.42 lb/ft³, 1.6891E-5 ft²/s



Nominal (mean) data shown. Under- and over-performance from this data should be expected due to standard manufacturing tolerances. Please consult your local Flygt representative for performance guarantees.

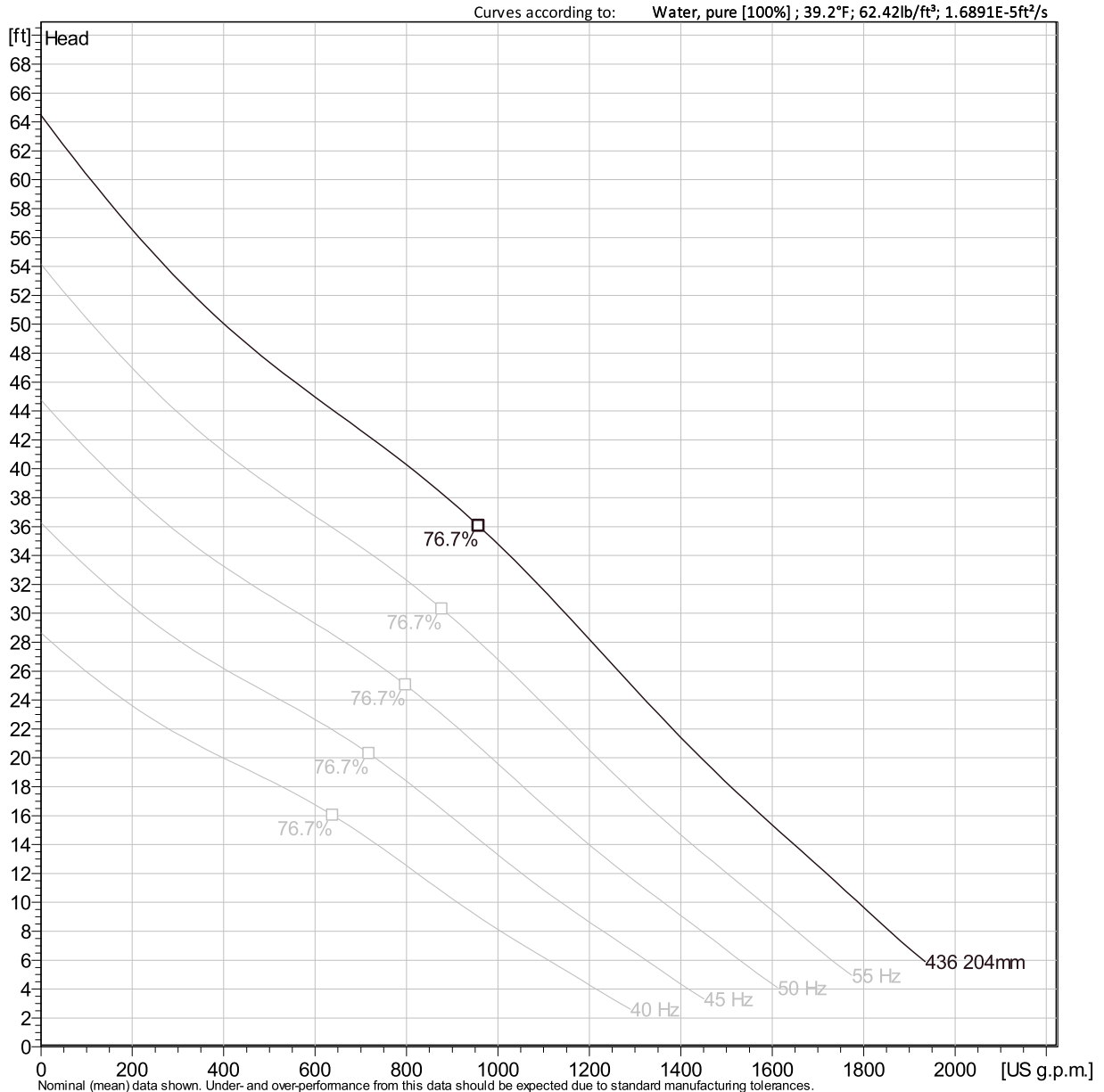
Curve: ISO 9906

Project Xylect-20868005
Block

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Created on 7/17/2023 Last update 7/17/2023

NT 3153 MT 3~ 436

VFD Analysis



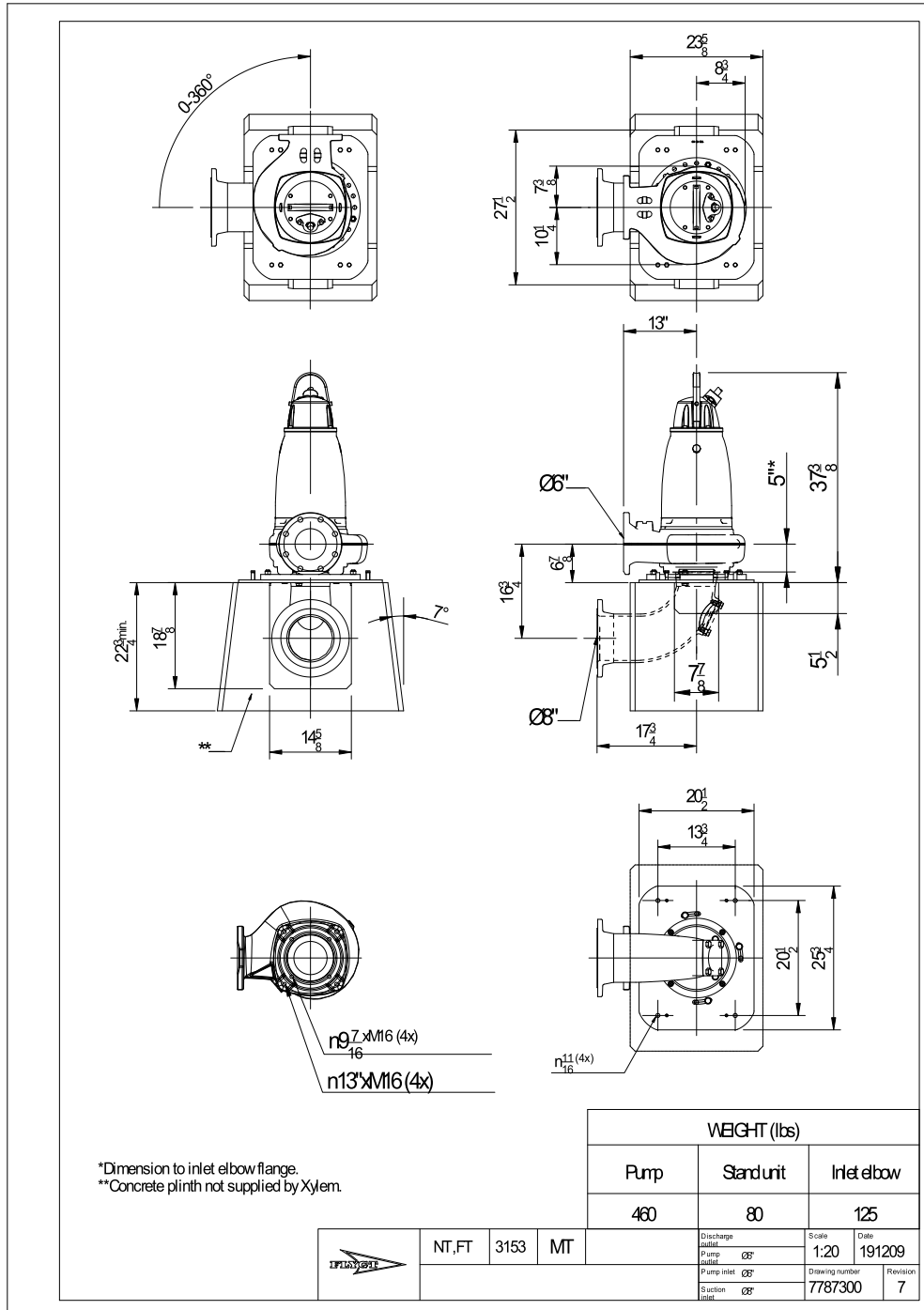
Operating Characteristics

Pumps / Systems	Frequency	Flow	Head	Shaft power	Flow	Head	Shaft power	Hydr. eff.	Specific energy	NPSHre
		US g.p.m.	ft	hp	US g.p.m.	ft	hp		kWh/US MG	ft

Project	Xylect-20868005	Created by	
Block		Created on	7/17/2023
		Last update	7/17/2023

NT 3153 MT 3~ 436

Dimensional drawing



Project Xylect-20868005
Block

Created by
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 MD: 410.841.6810 | VA: 804.506.5410 | PA: 215.702.1402 | CT: 203.981.9301 | NJ: 732.877.8781

GENERAL TERMS AND CONDITIONS OF SALE

PAYMENT TERMS:	Unless otherwise agreed, terms are net 30 days from the date of invoice, subject to approved credit, continuously reviewed. BUYER agrees to pay SELLER without reference to BUYER'S contract with owner or others.
PRICES:	All quoted prices are honored for 60 days. Clerical errors are subject to correction. The SELLER reserves right to amend quotation at any time prior to acceptance.
TAXES:	Prices do not include sales, use, excise, or other taxes. When required by law, taxes will be billed and collected at time of shipment unless a valid exemption is provided to the SELLER.
EXECUTION:	The SELLER does not begin work until purchase order is received and all terms and conditions of BUYER'S purchase order are accepted by the SELLER.
DELIVERY:	The SELLER will use reasonable diligence in executing the BUYER'S requested delivery schedules and to obtain corresponding commitments from the SELLER'S suppliers.
FREIGHT:	All equipment and supplies are sold FOB origin, freight allowed to first destination, prepaid, unless otherwise stated. The SELLER reserves the right to select the method of shipment, routing, and carrier. Any additional transportation costs are accepted by the BUYER. Any necessary claims against the carrier for damaged or lost goods will be filed by the BUYER.
WARRANTY:	The SELLER for a period of twelve (12) months, warrants its products to be free from defects in material and workmanship under normal use and service when used as specified. This does not apply to products manufactured by the SELLER'S principals. In such cases, the manufacturer's warranty would apply. No liability is assumed by the SELLER for any labor, material costs associated with replacement, repair and/or removal of defective equipment unless previously approved by the SELLER.
LIMITATION OF LIABILITIES:	The SELLER will accept no liquidated or consequential damage provisions. The SELLER functions as a material supplier and will not be a party to the BUYER'S agreement with owner or others. SELLER does not accept subcontract agreements.
BACKCHARGES:	The SELLER shall not be liable for any charges incurred by BUYER for work, repairs, replacements, or alterations to the products without the SELLER'S prior written authorization and any adverse consequences resulting from such unauthorized work shall be BUYER'S full responsibility. The SELLER reserves the right to stop work until any back charge issue is resolved.
SERVICE:	System check-out and start-up is generally included, unless specifically excluded. However, these services will not be performed until ninety-five percent (95%) of purchase order price is paid. Three (3) weeks advance notice is required to arrange for start-up service. The BUYER'S failure to provide three (3) weeks notice of request for service may result in additional charges for emergency response. It will be the BUYER'S responsibility to ensure that water and electric service are installed and available. Should a Sherwood-Logan service technician arrive at the job site as scheduled and be unable to perform the work due to incomplete piping, water or electrical installation, the BUYER agrees to pay the SELLER for lost time at our prevailing rates.
NOT INCLUDED:	The SELLER does not perform installation of field termination to any primary or secondary devices. Interconnecting pipes, wiring or special brackets are NOT INCLUDED.
CANCELLATION CHARGE:	Upon cancellation by the BUYER of its purchase order for equipment and services described in this proposal, the BUYER agrees to compensate the SELLER for costs incurred in executing the contract.



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>

ADMINISTRATIVE DIVISION
CUSTOMER SERVICE DIVISION
TECHNICAL SERVICES DIVISION

ZONING DIVISION
BUILDING DIVISION
DATA RESEARCH DIVISION

MEMORANDUM

To: Weston S. Young, Chief Administrative Officer
From: Jennifer K. Keener, AICP, Director
Date: July 24, 2023
Re: Rezoning Case No. 440 – Nicholas & Virginia Borodulia, applicants, Hugh Cropper, IV,
Esquire attorney for the applicants

I am requesting that the Worcester County Commissioners schedule the required public hearing associated with Rezoning Case No. 440. A draft public hearing notice is attached.

Mr. Cropper, on behalf of his client, has filed Rezoning Case No. 440, seeking to rezone approximately 8.905 acres of land located on the northwest side of Jarvis Road, approximately 175 feet north of Bunting Road and 400 feet east of US Route 113 (Worcester Highway), from A-1 Agricultural District to A-2 Agricultural District. The case was reviewed by the Planning Commission at its meeting on July 6, 2023, and was given a favorable recommendation. Attached you will also find the Planning Commission’s written Findings of Fact and Recommendation as prepared by Matthew Laick, Deputy Director.

Please advise our department at your earliest convenience as to the public hearing date so that our department can ensure that the mandatory public notice of 15 days is met via posting on the site and mailings to adjoining property owners.

Thank you for your attention to this matter. Should you have any questions or require additional information, please do not hesitate to contact me.

NOTICE
OF
PROPOSED CHANGE IN ZONING

NORTHWEST SIDE OF JARVIS ROAD
AND EAST OF WORCESTER HIGHWAY (US ROUTE 113)

FIFTH TAX DISTRICT
WORCESTER COUNTY, MARYLAND

Pursuant to Section 1-113 of the Worcester County Zoning Ordinance, Rezoning Case No. 440 has been filed by Hugh Cropper, IV on behalf of Nicholas & Virginia Borodulia, property owners, for an amendment to the Official Zoning Maps to change an approximately 8.905 acres of land located on the northwest side of Jarvis Road, approximately 175 feet north of Bunting Road and 400 feet east of US Route 113 (Worcester Highway), in the Fifth Tax District of Worcester County, Maryland, from A-1 Agricultural District to A-2 Agricultural District. The Planning Commission has given a favorable recommendation to the rezoning application.

Pursuant to Sections 1-113 and 1-114 of the Worcester County Zoning Ordinance, the County Commissioners will hold a

PUBLIC HEARING

on

TUESDAY, _____

AT _____

IN THE COUNTY COMMISSIONERS' MEETING ROOM
WORCESTER COUNTY GOVERNMENT CENTER – ROOM 1101
ONE WEST MARKET STREET
SNOW HILL, MARYLAND 21863

At said public hearing the County Commissioners will consider the rezoning application, the staff file on Rezoning Case No. 440 and the recommendation of the Planning Commission, any proposed restrictions on the rezoning, other appropriate restrictions, conditions or limitations as may be deemed by them to be appropriate to preserve, improve, or protect the general character and design of the lands and improvements being zoned or rezoned or of the surrounding or adjacent lands and improvements, and the advisability of reserving the power and authority to approve or disapprove the design of buildings, construction, landscaping or other improvements, alterations and changes made or to be made on the subject land or lands to assure conformity with the intent and purpose of applicable State laws and regulations and the County Zoning Ordinance.

Maps of the petitioned area, the staff file on Rezoning Case No. 440 and the Planning Commission's recommendation, which will be entered into record at the public hearing, are on file and available to view electronically by contacting the Department of Development, Review and Permitting, Worcester County Government Center, One West Market Street, Room 1201, Snow Hill, Maryland 21863 Monday through Friday from 8:00 A.M. and 4:30 P.M. (except holidays), at (410) 632-1200 as well as at www.co.worcester.md.us.

THE WORCESTER COUNTY COMMISSIONERS

**PLANNING COMMISSION
FINDINGS OF FACT
AND
RECOMMENDATION**

REZONING CASE NO. 440

APPLICANT:

**Nicholas N. & Virginia H. Borodulia
12036 S. Piney Point Rd.
Bishopville, MD 21813-1542**

ATTORNEY FOR THE APPLICANT:

**Hugh Cropper, IV
9927 Stephen Decatur Highway, F-12
Ocean City, Maryland 21842**

July 6, 2023

WORCESTER COUNTY PLANNING COMMISSION

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I. INTRODUCTORY DATA

- A. CASE NUMBER: Rezoning Case No. 440, filed on September 30, 2022.
- B. APPLICANT: Nicholas N. & Virginia H. Borodulia
12036 S. Piney Point Rd.
Bishopville, MD 21813-1542

APPLICANT’S ATTORNEY: Hugh Cropper, IV
9923 Stephen Decatur Highway, F-12
Ocean City, Maryland 21842
- C. TAX MAP/PARCEL: Tax Map 9 - Parcel 359 - Lot 1 - Tax District 5
- D. SIZE: The petitioned area is 8.905 acres in size.
- E. LOCATION: The petitioned area is located on the northwest side of Jarvis Road approximately 175 feet north of Bunting Road and 400 feet East of US 113. The property is addressed as 12219 Jarvis Road.
- F. CURRENT USE OF PETITIONED AREA: The property contains a residence with several accessory structures and a yard area that covers approximately two acres, with the remainder of the property in agricultural use.
- G. CURRENT ZONING CLASSIFICATION: A-1 Agricultural District.
- H. REQUESTED ZONING CLASSIFICATION: A-2 Agricultural District.
- I. APPLICANT’S BASIS FOR REZONING: The application indicates that there is a mistake in the existing A-1 zoning that justifies the rezoning to A-2.
- J. ZONING HISTORY: At the time zoning was first established in the 1960’s, the petitioned area was given an A-1 Agricultural District classification. The A-1 zoning has remained in place during each subsequent comprehensive rezoning, held in 1978, 1992 and most recently in 2009.
- K. SURROUNDING ZONING: Adjoining properties are also zoned A-1 Agricultural. I-1 Light Industrial and I-2 Heavy Industrial zoning are located west of US 113, and I-1 and C-2 General Commercial zoning are located approximately one-half mile north of the subject property on the east side US 113, near Bishopville Road. The closest A-2 zoning is located approximately 4,000 feet to the south of the subject property on the south side of Peerless Road, west of US 113.

As pointed out in the response memo from Robert J. Mitchell, Director of the Department of Environmental Programs (copy attached), the nearest A-2 zoning to the south at Peerless Road were used for spray irrigation related to the former poultry processing plant at Showell, and were adjacent to the plant's hatchery and were screened with landscaping. Mr. Mitchell notes that the closest A-2 zoning to the north is approximately two miles away, between US 113 and the railroad.

- L. COMPREHENSIVE PLAN: According to the 2006 Comprehensive Plan and associated land use map, the petitioned area lies within the Agriculture Land Use Category.
- M. WATER AND WASTEWATER: According to the response memo from Mr. Mitchell, the subject property has a designation of a Sewer and Water Service Category of S-6 and W-6 (No Planned Service) in the Master Water and Sewerage Plan. Mr. Mitchell also notes that the property is served with a private well and septic system.
- N. ROAD ACCESS: The petitioned area has frontage on Jarvis Road, a County-owned and maintained road with a 30 foot-wide ROW and an 18 foot-wide pavement width. Worcester Highway (US 113) is located approximately 400 feet to the west.

II. APPLICANT'S TESTIMONY BEFORE THE PLANNING COMMISSION

- A. Hugh Cropper, IV, applicant's attorney, Frank Lynch, Jr., professional land surveyor, and Nicholas N. Borodulia, property owner were present for the review. The property owner purchased the petitioned area in 2006, which is identified as lot 1 located in the bottom left corner on Applicant's Exhibit No. 4. The petitioned area is separated from the US Route 113 highway by a small sliver of land. When the 5-lot subdivision was platted in 1992, lot 2 did not perc and is designated for agricultural purposes only. The perc sites for lots 1 and 5 are at the southwesterly corner as described on the plat.

Mr. Cropper stated that they could not find any meaningful change in the character of the neighborhood. The Comprehensive Plan identifies the Village of Showell as a planned growth area which was never developed but was envisioned to contain 600 to 700 units near this property. Therefore, the property owner and Mr. Cropper are basing the rezoning on a good faith mistake.

Mr. Cropper then described the property as poor quality farmland that is hard to access due to a continually collapsing culvert pipe and a hedgerow with about 6 acres that are tillable. Mr. Cropper described the extent of the similarity between

the A-1 and A-2 Agricultural Districts and highlighted some of the minor differences between the two districts.

Mr. Cropper called Mr. Lynch to testify. Mr. Lynch concurred that the zoning of the property to A-1 Agricultural District in 2009 was a good faith mistake. He agreed that the primary uses in the A-1 District are farming, timber and agricultural related uses as shown on Applicant's Exhibit No. 1, which are not suitable for this property. In addition to the problems accessing the farmland, there are major wet spots, described as poorly drained, hydraulic soils and tilled prior converted wetlands. Therefore, the petitioned area was not suitable for crops or timber.

With respect to the location of the petitioned area, Mr. Lynch concurred that the location was within a triangle between Jarvis Road and US 113 which is a major dual highway. Based on the location of the petitioned area, the dwelling that is located on the lot is not a suitable location in which to live, particularly with the truck traffic and headlights along Route 113.

Mr. Cropper asked Mr. Lynch if the A-2 Agricultural District would be more desirable in terms of the Comprehensive Plan, to which he agreed. In reviewing Applicant's Exhibit No. 3 which was a combined copy of Tax Maps 9 and 15, he agreed that all the major intersections along US Route 113 have A-2 zoning, commercial zoning or some other type of zoning. Mr. Lynch further explained that at the intersection of US Route 113 and Bishopville Road, there is industrial and commercial zoned property. Near Pitts Road there is industrial and commercial zoning as well. In summary, just about all the intersections with US Route 113 shown on the exhibit have higher density or commercial zoning than the petitioned area.

Mr. Cropper asked if Mr. Lynch agreed that the A-1 and A-2 Agricultural Districts have more uses in common than dissimilar uses. He concurred. He also agreed that there has been a moderate increase in population, but not the big increase that was expected within Showell, as well as a moderate increase in traffic along US Route 113. Though acknowledging that a finding of a mistake does not set a precedence for future rezoning cases as they are site specific, Mr. Cropper compared the requested rezoning to Rezoning Case No. 434 for Raynes Sand and Gravel at the US Route 113 intersection at Downs Road, south of Berlin. Both Mr. Cropper and Mr. Lynch discussed the shape and general nature of that property, where the Planning Commission gave a favorable recommendation to a rezoning request from A-1 to A-2 which was approved by the Worcester County Commissioners.

Submitted as Applicant's Exhibit No. 2 was the SDAT sheet for the property showing a high assessment value for the land and improvements. The petitioned

area is improved with a 1,500 square foot dwelling used for rental purposes. Mr. Cropper reiterated that the A-2 District uses will give the property owner more flexibility. Mr. Bob Mitchell, Director, Department of Environmental Programs, stated that this property was clearly farmed with the congruent fields on the adjoining lots. There may be future consideration for the rezoning of the petitioned area after the Comprehensive Plan is reevaluated, but that it is not currently a legitimate mistake.

Mrs. Wimbrow stated that a rezoning can be compatible with the Comprehensive Plan, but still be considered spot zoning. Therefore, she made a motion to find that there was no mistake and forward an unfavorable recommendation to the rezoning request. The motion died for lack of a second.

Mrs. Knight made a motion to find that there was a mistake in the zoning and that the A-2 District would be more desirable in terms of the Comprehensive Plan. Ms. Smith seconded the motion, and it was carried 4 to 1 with Mrs. Wimbrow in opposition.

III. PLANNING COMMISSION'S FINDINGS AND CONCLUSIONS

- A. Regarding the definition of the neighborhood: The Planning Commission found that because Mr. Cropper was basing his argument for rezoning solely upon a claim of mistake in existing zoning, a definition of the neighborhood was not applicable.
- B. Regarding population change: The Planning Commission concurred with Mr. Cropper's testimony that there has been a general increase in population not the big increase that was expected from the development of the planned Village of Showell.
- C. Regarding availability of public facilities: The Planning Commission found that there would be no impact upon public facilities as there are none in this area.
- D. Regarding present and future transportation patterns: The Planning Commission found that the petitioned area fronts on Jarvis Road, a County-owned and -maintained roadway. There would not be any adverse effects from rezoning the petitioned area from A-1 to A-2 Agricultural District.
- E. Regarding compatibility with existing and proposed development and existing environmental conditions in the area, including having no adverse impact to waters included on the State's impaired waters list or having an established total maximum daily load requirement: The Planning Commission found that the petitioned area is currently occupied by a single-family home. Redevelopment of

the petitioned area would require more protections for the non-tidal wetlands under the A-2 Agricultural District uses.

- F. Regarding compatibility with the Comprehensive Plan: The Planning Commission found that according to the Comprehensive Plan Land Use Map, there is only one land use category for agricultural, which would encompass both the A-1 and A-2 Agricultural zoning districts.

IV. PLANNING COMMISSION RECOMMENDATION

- A. In consideration of its findings and testimony provided to the Commission, the Planning Commission concluded that there has been a mistake in the 2009 Comprehensive Plan and rezoning and recommends that this property be rezoned from A-1 to A-2 to be more desirable with the Comprehensive Plan.

V. RELATED MATERIALS AND ATTACHMENTS

- A. Exhibit 1
- B. Exhibit 2
- C. Exhibit 3
- D. Exhibit 4

Subtitle ZS1:II

PRIMARY DISTRICT REGULATIONS

- § ZS 1-201. A-1 Agricultural District.
- § ZS 1-202. A-2 Agricultural District.
- § ZS 1-203. E-1 Estate District.
- § ZS 1-204. V-1 Village District.
- § ZS 1-205. R-1 Rural Residential District.
- § ZS 1-206. R-2 Suburban Residential District.
- § ZS 1-207. R-3 Multi-family Residential District.
- § ZS 1-208. R-4 General Residential District.
- § ZS 1-209. C-1 Neighborhood Commercial District.
- § ZS 1-210. C-2 General Commercial District.
- § ZS 1-211. C-3 Highway Commercial District.
- § ZS 1-212. I-1 Light Industrial District.
- § ZS 1-213. I-2 Heavy Industrial District.
- § ZS 1-214. CM Commercial Marine District.
- § ZS 1-215. RP Resource Protection District.

[HISTORY: Adopted by the Board of County Commissioners of Worcester County 11-3-2009 as Subtitle II of Title 1 of Bill No. 09-1. Amendments noted where applicable.]

§ ZS 1-201. A-1 Agricultural District.

- (a) Purpose and intent. This district is intended to preserve, encourage and protect the County's farms and forestry operations and their economic productivity and to ensure that agricultural and forestry enterprises will continue to have the necessary flexibility to adjust their production as economic conditions change. Furthermore, it is the intent that in this district there shall be no basis, under this Title, for recourse against the effects of any normal farming or forestry operation as permitted in this district, including but not limited to noise, odor, vibration, fumes, dust or glare. This district is also intended to protect the land base resources for the County's agricultural and forestry industries from the disruptive effects of major subdivision or nonagricultural commercialization.
- (b) Permitted principal uses and structures. The following uses and structures shall be permitted in the A-1 District:
 - (1) Agriculture, including feeding lots, dairy barns, stables, agricultural lagoons, hog houses, and noncommercial grain dryers. No lot requirements shall apply for field, vegetable and nursery crops and grazing pastures. For other activities and principal structures, minimum lot requirements shall be: lot area, five acres; lot width, two hundred feet; front yard setback, thirty-five feet [see § ZS 1-305(b) hereof]; each side yard setback, twenty feet; and rear yard setback, twenty feet. See § ZS 1-305(r) hereof. [Amended 4-25-2017 by Bill No. 17-3]

Real Property Data Search ()
 Search Result for WORCESTER COUNTY

[View Map](#)

[View GroundRent Redemption](#)

[View GroundRent Registration](#)

Special Tax Recapture: AGRICULTURAL TRANSFER TAX

Account Identifier: District - 05 Account Number - 018854

Owner Information

Owner Name: BORODULIA VIRGINIA H & NICHOLAS N BORODULIA
Mailing Address: 12036 S PINEY POINT RD BISHOPVILLE MD 21813-1542
Use: AGRICULTURAL NO
Principal Residence:
Deed Reference: /04817/ 00430

Location & Structure Information

Premises Address: 12219 JARVIS RD BISHOPVILLE 21813-0000
Legal Description: LOT 1 8.905 ACS JARVIS RD BUNTINGS NURSERIES SUBDIV

Map:	Grid:	Parcel:	Neighborhood:	Subdivision:	Section:	Block:	Lot:	Assessment Year:	Plat No:	134020
0009	0021	0359	5010001.24	1187			1	2022	Plat Ref:	

Town: None

Primary Structure Built	Above Grade Living Area	Finished Basement Area	Property Land Area	County Use
1993	1,568 SF		8,905 AC	C

Stories	Basement	Type	Exterior	Quality	Full/Half Bath	Garage	Last Notice of Major Improvements
1	NO	STANDARD UNIT	SIDING	3	2 full		

Value Information

	Base Value	Value As of 10/10/2022	Phase-in Assessments As of 7/01/2022	As of 07/01/2023
Land:	66,400	71,900		
Improvements	90,600	175,300		
Total:	157,000	247,200	78,067	217,133
Preferential Land:	1,900	1,900		

Transfer Information

Seller: NICHOLS THOMAS E & Type: ARMS LENGTH IMPROVED	Date: 11/14/2006 Deed1: SVH /04817/ 00430	Price: \$415,000 Deed2:
Seller: BUNTINGS NURSERIES INC Type: ARMS LENGTH IMPROVED	Date: 1/20/1993 Deed1: SVH /04466/ 00295	Price: \$349,000 Deed2:
Seller: Type:	Date: Deed1:	Price: Deed2:

Exemption Information

Partial Exempt Assessments:	Class	07/01/2022	07/01/2023
County:	000	0.00	
State:	000	0.00	
Municipal:	000	0.00 0.00	0.00 0.00

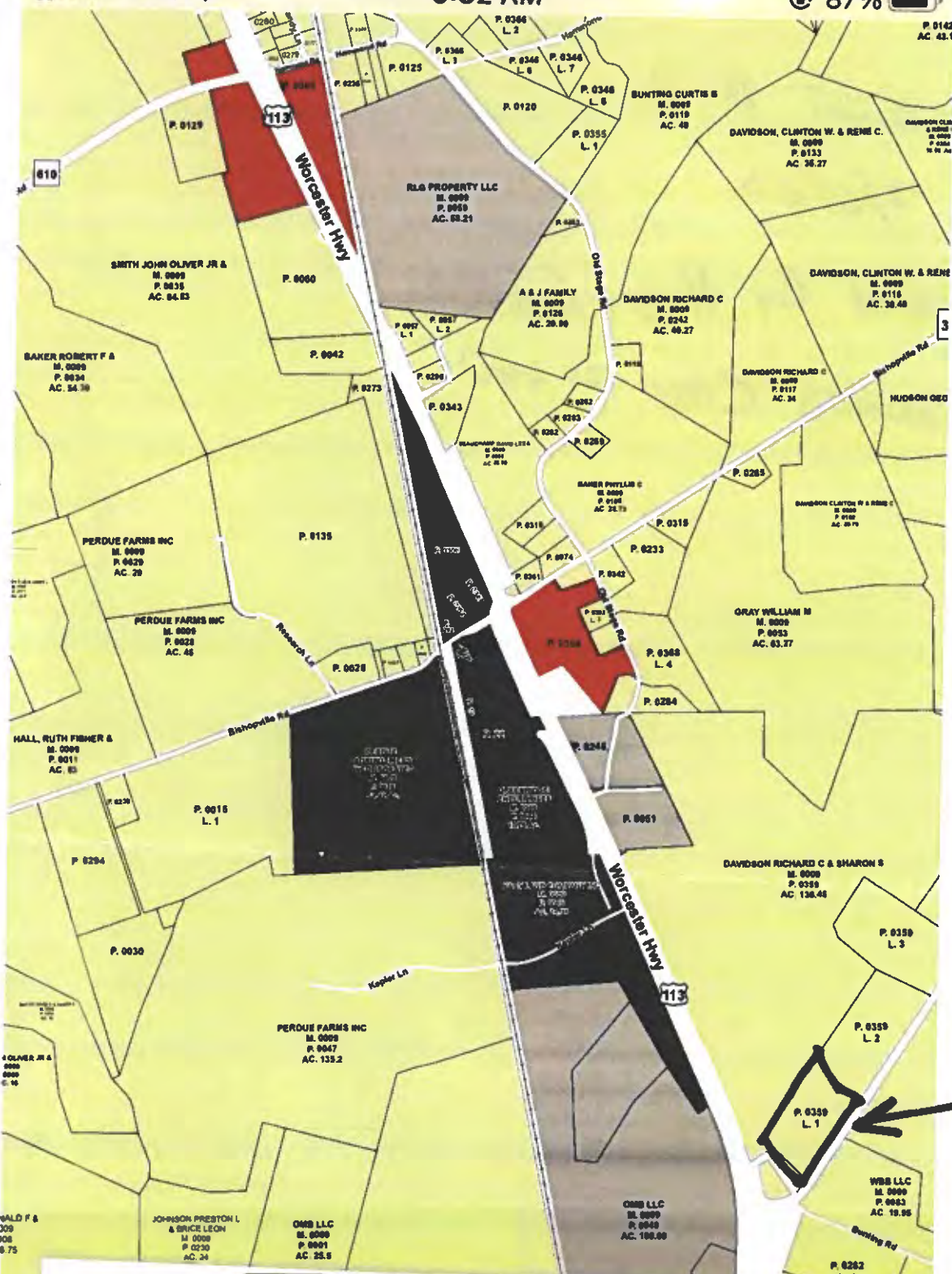
Special Tax Recapture: AGRICULTURAL TRANSFER TAX

Homestead Application Information

Homestead Application Status: No Application

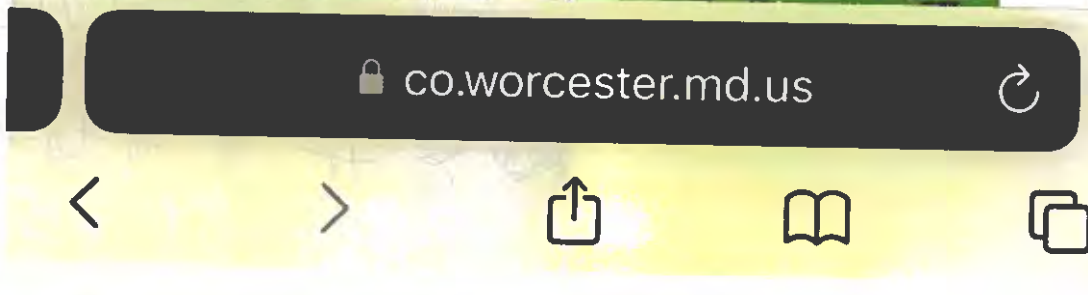
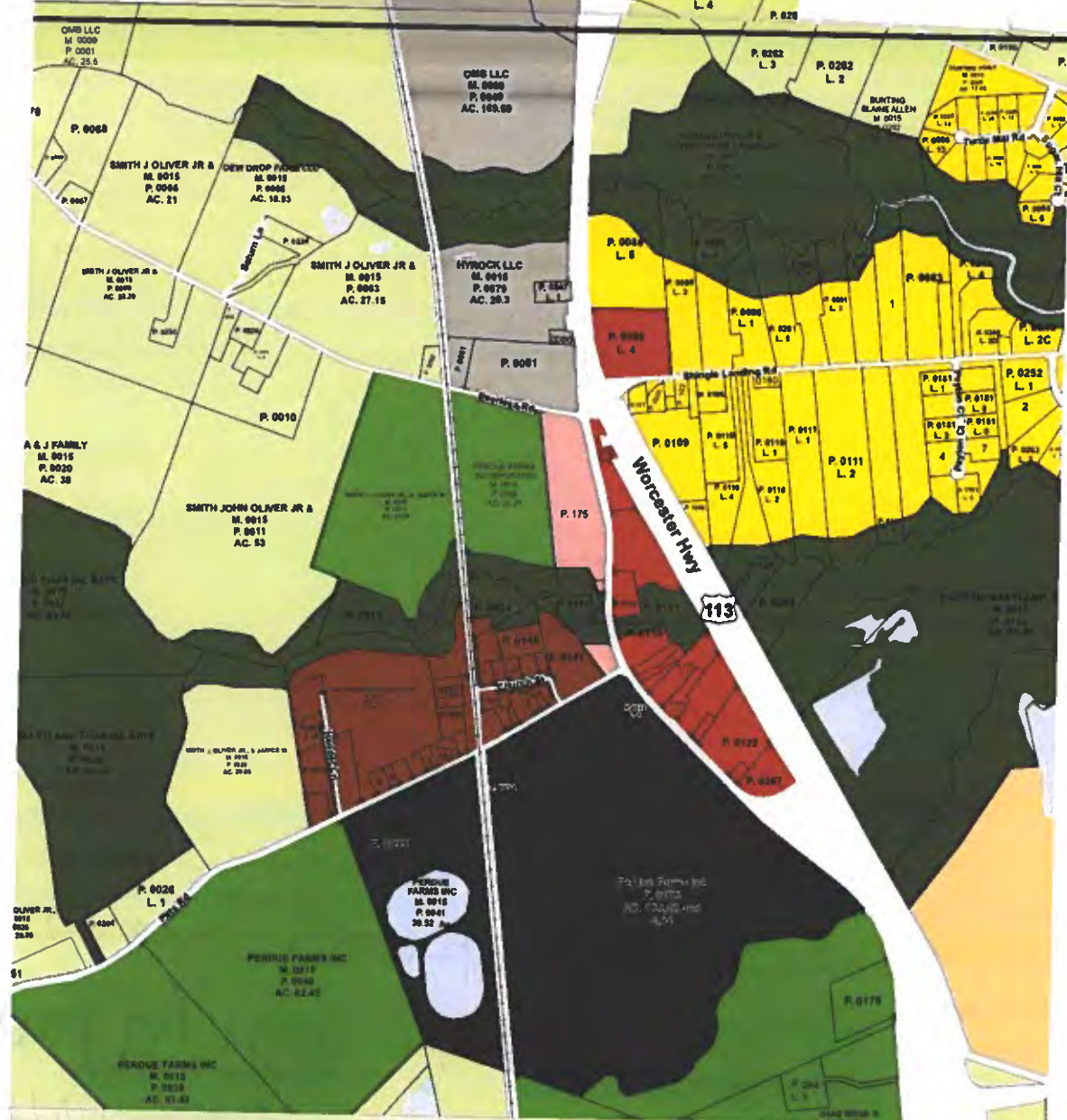
Homeowners' Tax Credit Application Information

Homeowners' Tax Credit Application Status: No Application Date:



3
51814 x 3
E

get
Map
DATE
166 C



STAFF REPORT**REZONING CASE NO. 440**

PROPERTY OWNER: Nicholas N. & Virginia H. Borodulia
12036 S. Piney Point Rd.
Bishopville, MD 21813-1542

ATTORNEY: Hugh Cropper, IV
9927 Stephen Decatur Highway, F-12
Ocean City, Maryland 21842

TAX MAP/PARCEL INFO: Tax Map 9 - Parcel 359 - Lot 1 - Tax District 5

SIZE: The petitioned area is 8.905 acres in size.

LOCATION: The petitioned area is located on the northwest side of Jarvis Road approximately 175 feet north of Bunting Road and 400 feet west of US 113. The property is addressed as 12219 Jarvis Road.

CURRENT USE OF PETITIONED AREA: The property contains a residence with several accessory structures and a yard area that covers approximately two acres, with the remainder of the property in agricultural use.

CURRENT ZONING CLASSIFICATION: A-1 Agricultural District.

As defined in the Zoning Code, the intent of this district is to preserve, encourage and protect the County's farms and forestry operations and their economic productivity and to ensure that agricultural and forestry enterprises will continue to have the necessary flexibility to adjust their production as economic conditions change. The Code also states, in part, that this district is also intended to protect the land base resources for the County's agricultural and forestry industries from the disruptive effects of major subdivision or nonagricultural commercialization.

REQUESTED ZONING CLASSIFICATION: A-2 Agricultural District.

As defined in the Zoning Code, the intent of this district is to foster the County's agricultural heritage and uses while also accommodating compatible uses of a more commercial nature that require large tracts of land. In addition, this district may also be used for limited residential development through consolidated development rights and as a place marker for future annexations only where adjacent to existing municipalities.

APPLICANT'S BASIS FOR REZONING: The application indicates that there is a mistake in the existing A-1 zoning that justifies the rezoning to A-2.

ZONING HISTORY: At the time zoning was first established in the 1960's, the petitioned area was given an A-1 Agricultural District classification. The A-1 zoning has remained in place during each subsequent comprehensive rezoning, held in 1978, 1992 and most recently in 2009.

SURROUNDING ZONING: Adjoining properties are also zoned A-1 Agricultural. I-1 Light Industrial and I-2 Heavy Industrial zoning are located west of US 113, and I-1 and C-2 General Commercial zoning are located approximately one-half mile north of the subject property on the east side US 113, near Bishopville Road. The closest A-2 zoning is located approximately 4,000 feet to the south of the subject property on the south side of Peerless Road, west of US 113.

As pointed out in the response memo from Robert J. Mitchell, Director of the Department of Environmental Programs (copy attached), the nearest A-2 zoning to the south at Peerless Road were used for spray irrigation related to the former poultry processing plant at Showell, and were adjacent to the plant's hatchery and were screened with landscaping. Mr. Mitchell notes that the closest A-2 zoning to the north is approximately two miles away, between US 113 and the railroad.

COMPREHENSIVE PLAN:

The County's Comprehensive Plan was adopted by the County Commissioners on March 7, 2006, and is intended to be a general guide for future development in the County. Whether a proposed rezoning is compatible with the recommendations of the Comprehensive Plan is one of the criteria that is considered in all rezoning requests, as listed in Section 1-113(c)3 of the Zoning Ordinance and as summarized at the end of this Staff Report.

According to Chapter 2 – Land Use of the Comprehensive Plan and the associated land use map, the petitioned area lies within the Agriculture Land Use Category. With regard to the Agriculture Land Use Category, the Comprehensive Plan states the following:

“The importance of agriculture to the county cannot be overstated. Its significance is economic, cultural, environmental, and aesthetic. Agriculture is simply the bedrock of the county's way of lifeThe county must do all it can do to preserve farming as a viable industry. This category is reserved for farming, forestry and related industries with minimal residential and other incompatible uses permitted. Large contiguous areas of productive farms and forest shall be maintained for agricultural uses**Residential and other conflicting land uses, although permitted, are discouraged Also as a general policy, the practice of not rezoning agricultural land for other uses should continue.**” (Page 18)

Pertinent objectives cited in Chapter 2 – Land Use state the following:

2. Continue the dominance of agriculture and forestry uses throughout the county's less developed regions.
4. Provide for appropriate residential, commercial, institutional, and industrial uses.
5. Locate new development in or near existing population centers and within planned growth centers.
8. Regulate development to minimize consumption of land, while continuing the county's rural and coastal character.
9. Minimize conflicts among land uses due to noise, smoke, dust, odors, lighting, and heavy traffic.
11. Set high environmental standards for new development, especially in designated growth areas.

19. Limit rural development to uses compatible with agriculture and forestry. **ITEM 7**
(Pages 12 & 13)

East of Worcester Highway, the area immediately surrounding the subject property is also designated “Agriculture” on the Land Use Plan. Farther east along Collins Road, South Piney Point Road, and Bunting Road east of Collins Road are lands designated “Existing Developed Area,” which recognizes existing residential development. West of Worcester Highway and south of Bishopville Road is an area designated “Institutional” straddling both sides of the railroad tracks that contains a variety of agri-business and light industrial uses, along with agricultural land.

In Chapter 7 – Transportation, the Plan states that the County’s highest transportation project priority is the complete dualization of US 113, and since the Plan’s adoption in 2006, this project has been completed. The subject property does not have frontage on US 113, but is located only 500 feet to the east with access.

Chapter 7 includes a section on US 113 and identifies it as a Multilane and Two Lane Divided Primary Highway/Arterial Highway and contains the following recommendations (Page 85):

- Complete dualization project from Berlin to south of Snow Hill [Note – this has been completed since the Plan’s 2006 adoption date].
- Implement access control plan to maintain its status as a limited access roadway.
- Complete scenic and transportation corridor planning for remainder of US 113.

The Plan’s Transportation element also states that “[t]he county’s rural road system continues to have an excellent service record. Local car and truck traffic share this system with farm machinery. On-going maintenance will remain the primary need for these roads. Due to their configuration, rural roads within this plan’s growth areas will require improvements to handle the expected additional traffic.” (Page 80)

In this same chapter, under the heading General Recommendations – Roadways, it states the following (page 87):

1. Acceptable Levels of Service—It is this plan’s policy that the minimal acceptable level of service for all roadways be LOS C. Developers shall be responsible for maintaining this standard.
3. Traffic studies--Developers should provide traffic studies to assess the effect of each major development on the LOS for nearby roadways.
4. Impacted Roads--Roads that regularly have LOS D or below during weekly peaks are considered “impacted.” Areas surrounding impacted roads should be planned for minimal development (infill existing lots). Plans and funding for improving such roads should be developed.
5. Impacted Intersections--Upgrade intersections that have fallen below a LOS C, for example, the intersection of US 13 and MD 756 Old Snow Hill Road, intersection of MD 589 and US 50.

WATER AND WASTEWATER: According to the response memo from Mr. Mitchell, the subject property has a designation of a Sewer and Water Service Category of S-6 and W-6 (No Planned Service) in the Master Water and Sewerage Plan. Mr. Mitchell also notes that the property is served with a private well and septic system. No comments were received from the County’s Public Works Department.

The primary soil types on the petitioned area according to the Worcester County Soil Survey are **ITEM 7**
as follows:

- WddA – Woodstown sandy loam (80% of site), severe limitations to on-site wastewater disposal
- MuA – Mullica-Berryland complex (10% of site), severe limitations to on-site wastewater disposal
- FadA – Fallsington sandy loam (7% of site), severe limitations to on-site wastewater disposal
- WddB – Woodstown sandy loam (3% of site), severe limitations to on-site wastewater disposal

EMERGENCY SERVICES: Fire and ambulance service are available from the Bishopville Volunteer Fire Company, located approximately two miles away. No comments were received from the fire company with regard to this review. Police protection will be available from the Maryland State Police Barracks in Berlin, approximately six miles away, and the Worcester County Sheriff’s Office in Snow Hill, approximately 21 miles away. The Sheriff’s Office responded that they had no comments, and no comments were received from the Maryland State Police Barracks.

ROADWAYS AND TRANSPORTATION: The petitioned area has frontage on Jarvis Road, a County-owned and maintained road with a 30 foot-wide ROW and an 18 foot-wide pavement width. Worcester Highway (US 113) is located approximately 400 feet to the west. No comments were received from the State Highway Administration or the County Roads Department.

SCHOOLS: The petitioned area is within Zone 1 of the Worcester County Public School Zones and is served by the following schools: Showell Elementary, Berlin Intermediate, and Stephen Decatur Middle and High Schools. No comments were received from the Worcester County Board of Education (WCBOE).

CHESAPEAKE/ATLANTIC COASTAL BAYS CRITICAL AREAS: Mr. Mitchell also notes in his memorandum that the petitioned area is not located within the Atlantic Coastal Bays Critical Area (ACBCA) and will be subject to the Forest Conservation Law (FCL). He states that the property has not been subject to the FCL previously, but any future project requiring site plan approval, a grading or sediment control permit, or subdivision approval will require compliance with the County’s FCL. He also notes that a zoning change from A-1 to A-2 would not change the afforestation/reforestation thresholds when/if the property is further developed to the point that compliance with the FCL is required, with the afforestation/reforestation thresholds remaining at 20 percent and 50 percent, respectively.

FLOOD ZONE: The FIRM map (24047C0040H, effective July 16, 2015) indicates that this property is located outside of the floodplain in Zone X (Area of Minimal Flood Hazard).

PRIORITY FUNDING AREA: The petitioned area is not within a designated Priority Funding Area (PFA).

INCORPORATED TOWNS: This property is not within one mile of any incorporated town; Berlin is approximately six miles to the south.

ADDITIONAL COMMENTS RECEIVED: N/A

!!**IMPORTANT**!!

THE PLANNING COMMISSION MUST MAKE FINDINGS OF FACT IN EACH SPECIFIC CASE, INCLUDING BUT NOT LIMITED TO THE FOLLOWING MATTERS:

1. What is the applicant’s definition of the neighborhood in which the subject property

is located? (Not applicable if request is based solely on a claim of mistake in existing zoning.)

ITEM 7

2. Does the Planning Commission concur with the applicant's definition of the neighborhood? If not, how does the Planning Commission define the neighborhood?
3. Relating to population change.
4. Relating to availability of public facilities.
5. Relating to present and future transportation patterns.
6. Relating to compatibility with existing and proposed development and existing environmental conditions in the area, including having no adverse impact on waters included on the State's impaired waters list or having an established total maximum daily load requirement.
7. Relating to compatibility with the Comprehensive Plan.
8. Has there been a substantial change in the character of the neighborhood where the property is located since the last zoning of the property (November 3, 2009) or is there a mistake in the existing zoning of the property?
9. Would a change in zoning be more desirable in terms of the objectives of the Comprehensive Plan?

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

PLEASE TYPE
OR PRINT IN
INK

APPLICATION FOR AMENDMENT OF OFFICIAL ZONING MAP

(Office Use One - Please Do Not Write In This Space)

Rezoning Case No. _____

Date Received by Office of County Commissioners: _____

Date Received by Development, Review and Permitting: _____

Date Reviewed by Planning Commission: _____

I. Application

Proposals for amendment of the Official Zoning Maps may be made only by a governmental agency or by the property owner, contract purchaser, option holder, leasee, or their attorney or agent of the property to be directly affected by the proposed amendment. Check applicable status below:

- A. _____ Governmental Agency
- B. _____ Property Owner
- C. _____ Contract Purchaser
- D. _____ Option Holder
- E. _____ Leasee
- F. XXX Attorney for B (Insert A, B, C, D, or E)
- G. _____ Agent of _____ (Insert A, B, C, D, or E)

II. Legal Description of Property

- A. Tax Map/Zoning Map Number(s): 9
- B. Parcel Number(s): 359
- C. Lot Number(s), if applicable: _____
- D. Tax District Number: 05

III. Physical Description of Property

- A. Located on Jarvis Road.
- B. Consisting of a total of 8.905 acres of land.
- C. Other descriptive physical features or characteristics necessary to accurately locate the petitioned area:

D. Petitions for map amendments shall be accompanied by a plat drawn to scale showing property lines, the existing and proposed district boundaries and such other information as the Planning Commission may need in order to locate and plot the amendment on the Official Zoning Maps.

IV. Requested Change to Zoning Classification(s)

A. Existing zoning classification(s): A-1, Agricultural District
(Name and Zoning District)

B. Acreage of zoning classification(s) in "A" above: 8.905

C. Requested zoning classification(s): A-2, Agricultural District
(Name and Zoning District)

D. Acreage of zoning classification(s) in "C" above: 8.905

V. Reasons for Requested Change

The County Commissioners may grant a map amendment based upon a finding that there: (a) has been a substantial change in the character of the neighborhood where the property is located since the last zoning of the property, or (b) is a mistake in the existing zoning classification and that a change in zoning would be more desirable in terms of the objectives of the Comprehensive Plan.

A. Please list reasons or other information as to why the rezoning change is requested, including whether the request is based upon a claim of change in the character of the neighborhood or a mistake in existing zoning:


This rezoning is based upon a mistake. A more detailed summary is attached.


IV. Filing Information and Required Signatures

A. Every application shall contain the following information:

1. If the application is made by a person other than the property owner, the application shall be co-signed by the property owner or the property owner's attorney.

- 2. If the applicant is a corporation, the names and mailing addresses of the officers, directors and all stockholders owning more than 20 percent of the capital stock of the corporation.
- 3. If the applicant is a partnership, whether a general or limited partnership, the names and mailing addresses of all partners who own more than 20 percent of the interest of the partnership.
- 4. If the applicant is an individual, his/her name and mailing address.
- 5. If the applicant is a joint venture, unincorporated association, real estate investment trust or other business trust, the names and mailing addresses of all persons holding an interest of more than 20 percent in the joint venture, unincorporated association, real estate investment trust or other business trust.

B. Signature of Applicant in Accordance with VI.A. above.
 Signature:  , attorney
 Printed Name of Applicant: Hugh Cropper, IV, Attorney for Property Owner
 Mailing Address: 9927 Stephen Decatur Hwy., F-12, Ocean City, MD 21842 Phone Number: 410-213-2681
 E-Mail: hcropper@bbcmlaw.com
 Date: September 30, 2022

C. Signature of Property Owner in Accordance with VI.A. above
 Signature:  , attorney
 Printed Name of Owner: Nicholas N. and Virginia H. Borodulia
 Mailing Address: c/o Hugh Cropper IV, 9927 Stephen Decatur Highway, F-12, Ocean City, MD 21842
 Phone Number: 410-430-4433
 E-Mail: hcropper@bbcmlaw.com
 Date: September 30, 2022

(Please use additional pages and attach to application if more space is required.)

VII. General Information Relating to the Rezoning Process

- A. Applications shall only be accepted from January 1st to January 31st, May 1st to May 31st, and September 1st to September 30th of

any calendar year.

- B. Applications for map amendments shall be addressed to and filed with the Office of the County Commissioners. The required filing fee must accompany the application.
- C. Any officially filed amendment or other change shall first be referred by the County Commissioners to the Planning Commission for an investigation and recommendation. The Planning Commission may make such investigations as it deems appropriate or necessary and for the purpose may require the submission of pertinent information by any person concerned and may hold such public hearings as are appropriate in its judgment.

The Planning Commission shall formulate its recommendation on said amendment or change and shall submit its recommendation and pertinent supporting information to the County Commissioners within 90 days after the Planning Commission's decision of recommendation, unless an extension of time is granted by the County Commissioners.

After receiving the recommendation of the Planning Commission concerning any such amendment, and before adopting or denying same, the County Commissioners shall hold a public hearing in reference thereto in order that parties of interest and citizens shall have an opportunity to be heard. The County Commissioners shall give public notice of such hearing.

- D. Where the purpose and effect of the proposed amendment is to change the zoning classification of property, the County Commissioners shall make findings of fact in each specific case including but not limited to the following matters:

population change, availability of public facilities, present and future transportation patterns, compatibility with existing and proposed development and existing environmental conditions for the area, including no adverse impact on waters included on the State's Impaired Waters List or having an established total maximum daily load requirement, the recommendation of the Planning Commission, and compatibility with the County's Comprehensive Plan. The County Commissioners may grant the map amendment based upon a finding that (a) there a substantial change in the character of the neighborhood where the property is located since the last zoning of the property, or (b) there is a mistake in the existing zoning classification and that a change in zoning would be more desirable in terms of the objectives of the Comprehensive

Plan.

The fact that an application for a map amendment complies with all of the specific requirements and purposes set forth above shall not be deemed to create a presumption that the proposed reclassification and resulting development would in fact be compatible with the surrounding land uses and is not, in itself, sufficient to require the granting of the application.

- E. No application for map amendment shall be accepted for filing by the office of the County Commissioners if the application is for the reclassification of the whole or any part of the land for which the County Commissioners have denied reclassification within the previous 12 months as measured from the date of the County Commissioners' vote of denial. However, the County Commissioners may grant reasonable continuance for good cause or may allow the applicant to withdraw an application for map amendment at any time, provided that if the request for withdrawal is made after publication of the notice of public hearing, no application for reclassification of all or any part of the land which is the subject of the application shall be allowed within 12 months following the date of such withdrawal, unless the County Commissioners specify by formal resolution that the time limitation shall not apply.

ATTACHMENT TO REZONING APPLICATION

This is a request to rezone Worcester County Tax Map 9, Parcel 359, Lot 1, 8.905 acres, from A-1, Agricultural District to A-2, Agricultural District, based upon a mistake in the November 3, 2009 Comprehensive Rezoning.

The property is located across Worcester Highway, or US Route 113, to the east, from a 169.69 acre parcel zoned I-1, Light Industrial District. To the north are properties zoned I-2, Heavy Industrial District.

On the same side of Worcester Highway, or US Route 113, one property to the north is additional property zoned I-1, Light Industrial District, and north of that property is zoned C-2, General Commercial District.

According to the Land Use Map associated with the Worcester County Comprehensive Plan, dated March 7, 2006, the property is directly across from the largest industry designation (except possibly for the area south of Pocomoke City).

Given the size of this parcel, 8.9 acres, and the fact that it is located in the triangle between Jarvis Road and Worcester Highway and US Route 113, it is not suitable for the agricultural uses listed in the A-1, Agricultural zone.

The A-2, Agricultural District in Section ZS 1-202(a) states: "This District is intended to foster the County's agricultural heritage and uses while also accommodating compatible uses of a more commercial nature that require large tracts of land." That description describes the subject property; it is the easterly lot of a five lot subdivision, yet it is 8.9 acres. It is in the corner of the intersection of US Route 113 and Jarvis Road, which basically creates a triangle. It is located directly across from over 200 acres of industrial zoned land, both I-1, and I-2. As

such, it should be eligible for quasi-commercial uses, such as those permitted in the A-2, Agricultural District, both as a permitted use and by special exception.

The property is improved by a small single-family dwelling, and only a portion of it is farmed. The area is generally very low, and the property does not contain any prime agricultural soils. Directly across Jarvis Road is a large stormwater pond, constructed in association with the widening of US Route 113. Just north of the property in the adjacent ag fields are low lying areas and ponding, indicating poor soils with respect to farming. The uses permitted by special exception in the A-2 Zone, such as roadside stands are garden centers, agritourism facilities, and other similar uses, are an appropriate utilization for the property.

Single family dwellings are permitted in the A-1, Agricultural District, but given the proximity to the now widened US Route 113, as well as being directly across from one of the largest contiguous areas of industrial zoning in the County, the property is really no longer suitable for a single-family dwelling.

The property should be rezoned from A-1, Agricultural District to A-2, Agricultural District. Both designations are consistent with the underlying agricultural designation in the Land Use Map.

Respectfully Submitted,

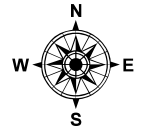


Hugh Cropper IV, Attorney for Owners
Nicholas N. Borodulia and
Virginia H. Borodulia



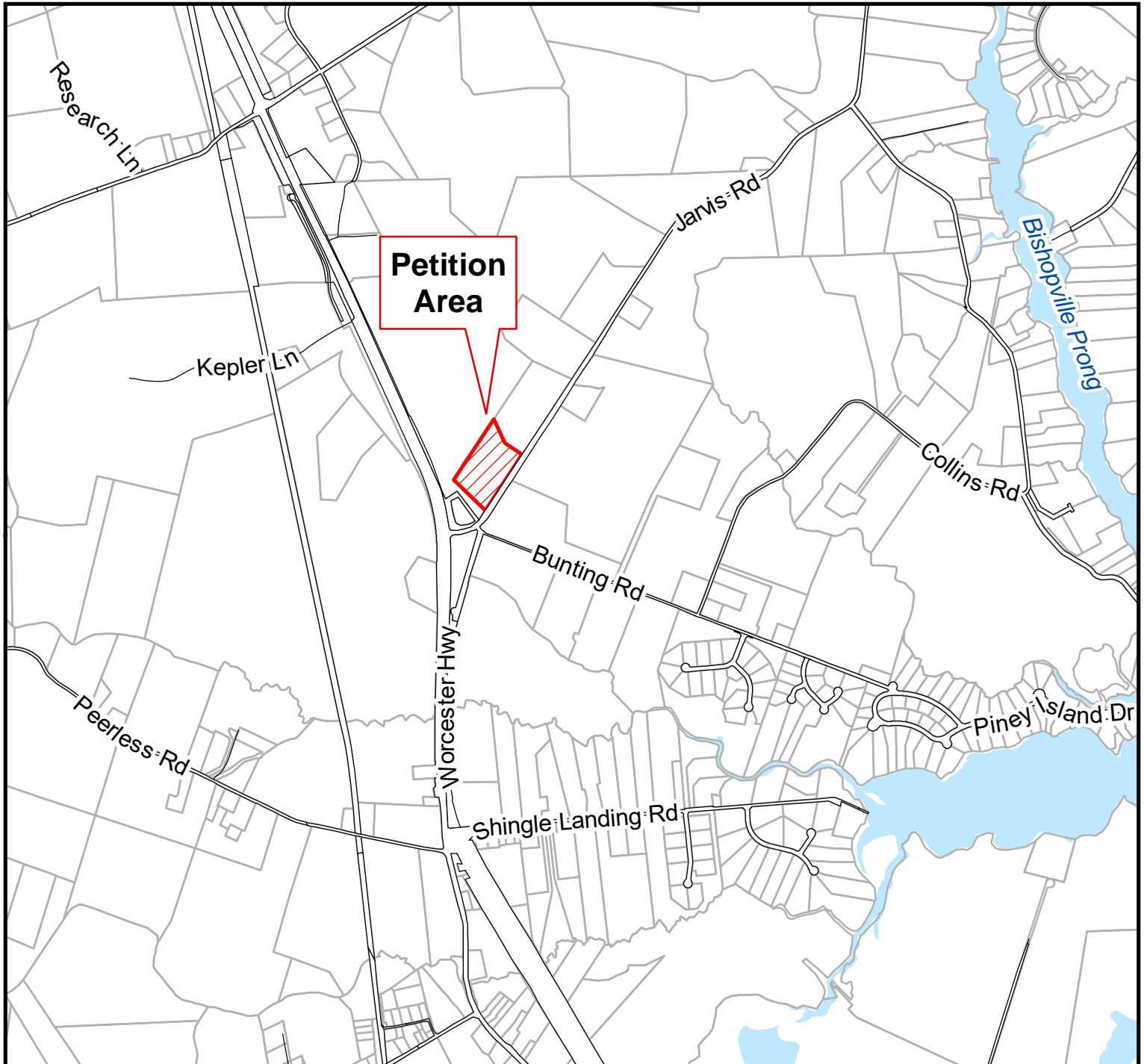
WORCESTER COUNTY, MARYLAND

ITEM 7

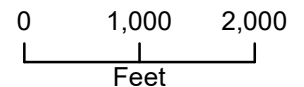


REZONING CASE NO. 440
A-1 Agricultural District to A-2 Agricultural District
Tax Map: 9, Parcel 359, Lot 1

LOCATION MAP



DEPARTMENT OF DEVELOPMENT REVIEW AND PERMITTING
Technical Services Division - Prepared October 2022



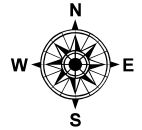
Source: Worcester County GIS Data Layers
This map is intended to be used for illustrative purposes only and is not to be used for regulatory action.

Drawn By: KLH Reviewed By: GP



WORCESTER COUNTY, MARYLAND

ITEM 7

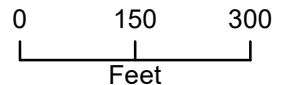


REZONING CASE NO. 440
A-1 Agricultural District to A-2 Agricultural District
Tax Map: 9, Parcel 359, Lot 1

AERIAL MAP



DEPARTMENT OF DEVELOPMENT REVIEW AND PERMITTING
Technical Services Division - Prepared October 2022

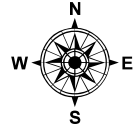


Source: Worcester County GIS Data Layers, 2019 Aerial Imagery
This map is intended to be used for illustrative purposes only and is not to be used for regulatory action.

Drawn By: KLH Reviewed By: GP

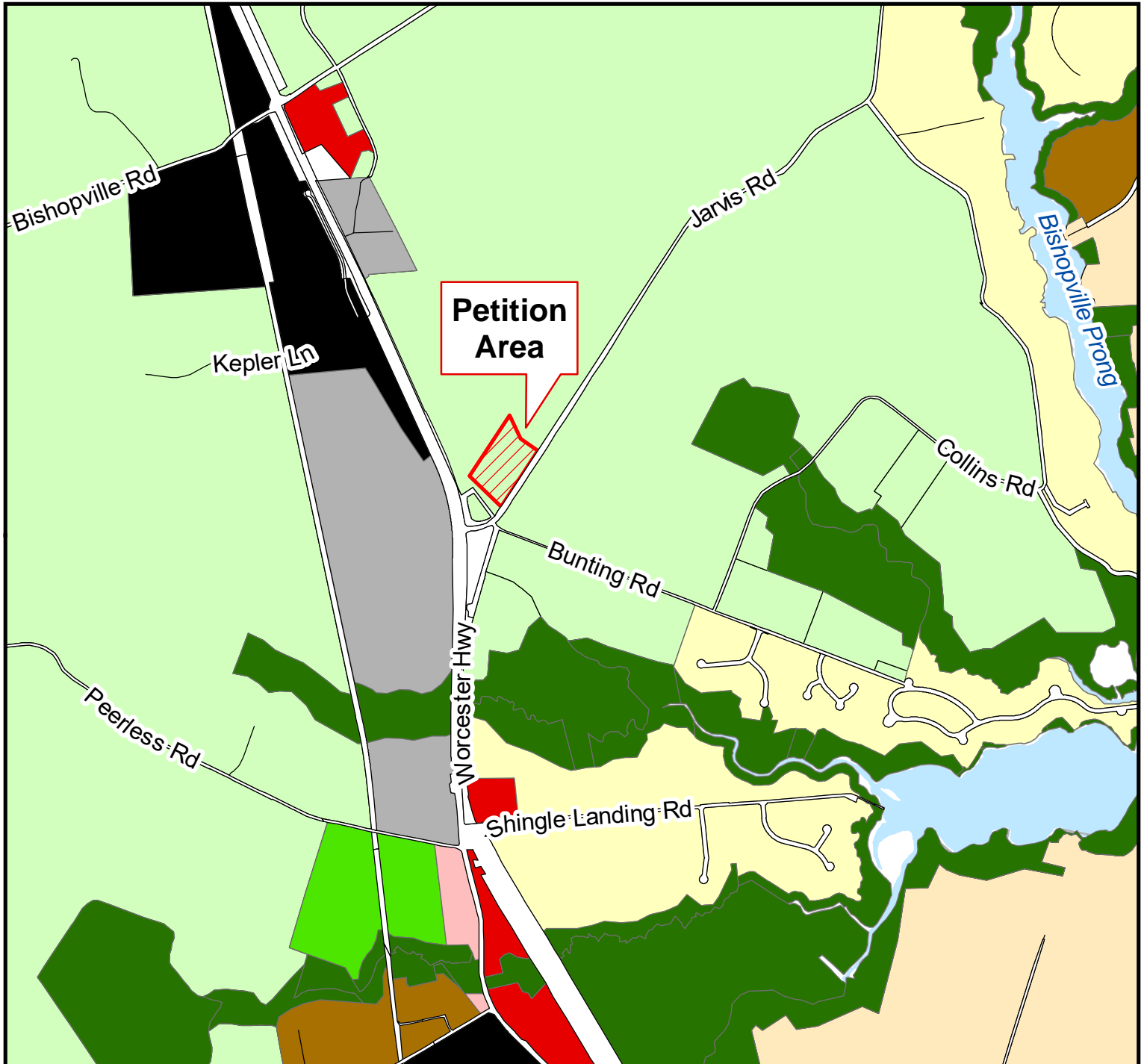


WORCESTER COUNTY, MARYLAND

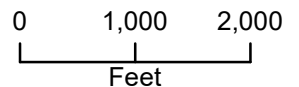


REZONING CASE NO. 440
A-1 Agricultural District to A-2 Agricultural District
Tax Map: 9, Parcel 359, Lot 1

ZONING MAP



DEPARTMENT OF DEVELOPMENT REVIEW AND PERMITTING
Technical Services Division - Prepared October 2022

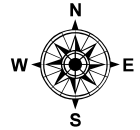


Source: Worcester County GIS Data Layers, 2009 Official Zoning Map
This map is intended to be used for illustrative purposes only and is not to be used for regulatory action.

Drawn By: KLH Reviewed By: GP

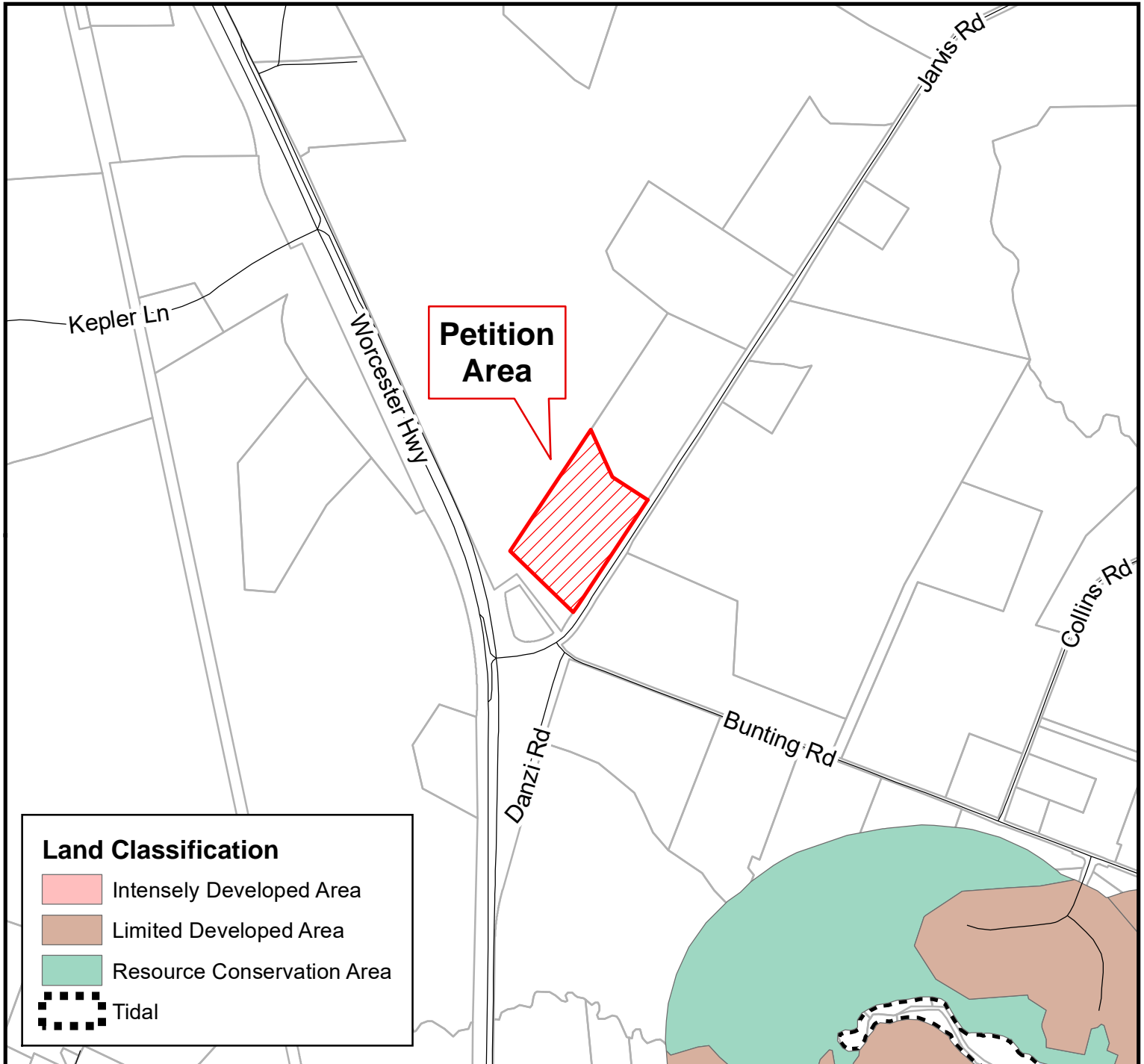


WORCESTER COUNTY, MARYLAND

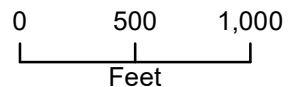


REZONING CASE NO. 440
A-1 Agricultural District to A-2 Agricultural District
Tax Map: 9, Parcel 359, Lot 1

CRITICAL AREA MAP



DEPARTMENT OF DEVELOPMENT REVIEW AND PERMITTING
Technical Services Division - Prepared October 2022

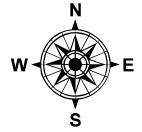


Source: Worcester County GIS Data Layers, Atlantic Coastal Bay Critical Area
This map is intended to be used for illustrative purposes only and is not to be used for regulatory action.

Drawn By: KLH Reviewed By: GP

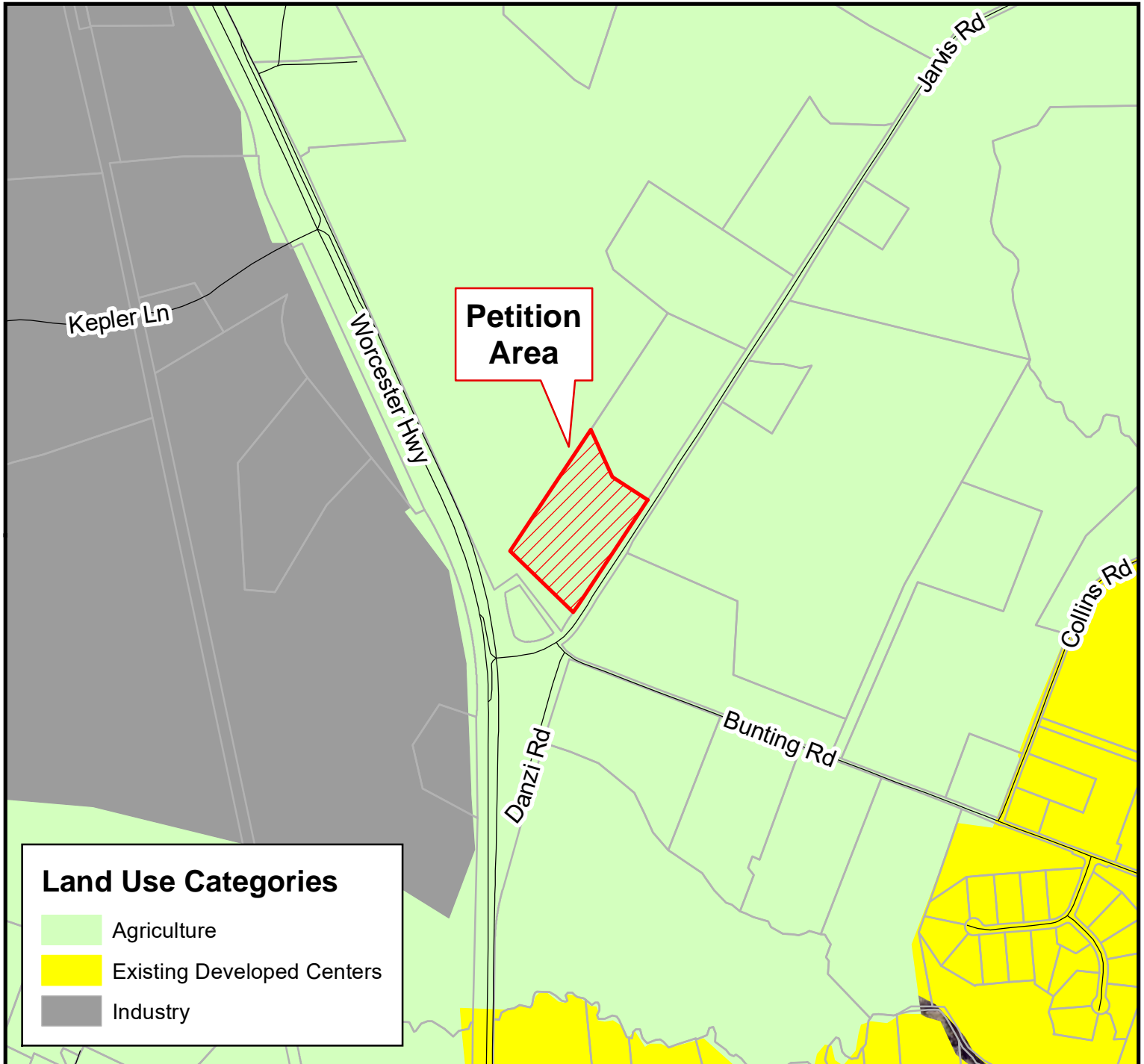


WORCESTER COUNTY, MARYLAND



REZONING CASE NO. 440
A-1 Agricultural District to A-2 Agricultural District
Tax Map: 9, Parcel 359, Lot 1

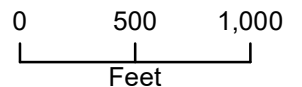
LAND USE MAP



Land Use Categories

- Agriculture
- Existing Developed Centers
- Industry

DEPARTMENT OF DEVELOPMENT REVIEW AND PERMITTING
Technical Services Division - Prepared October 2022

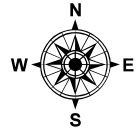


Source: Worcester County GIS Data Layers, 2006 Official Land Use Plan
This map is intended to be used for illustrative purposes only and is not to be used for regulatory action.

Drawn By: KLH Reviewed By: GP



WORCESTER COUNTY, MARYLAND

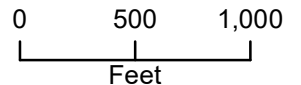


REZONING CASE NO. 440
A-1 Agricultural District to A-2 Agricultural District
Tax Map: 9, Parcel 359, Lot 1

FLOODPLAIN MAP



DEPARTMENT OF DEVELOPMENT REVIEW AND PERMITTING
Technical Services Division - Prepared October 2022

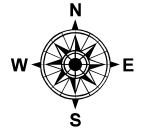


Source: Worcester County GIS Data Layers, 2015 FEMA Flood Insurance Rate Map
This map is intended to be used for illustrative purposes only and is not to be used for regulatory action.

Drawn By: KLH Reviewed By: GP



WORCESTER COUNTY, MARYLAND

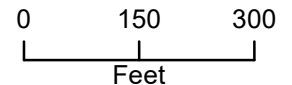


REZONING CASE NO. 440
A-1 Agricultural District to A-2 Agricultural District
Tax Map: 9, Parcel 359, Lot 1

SOILS MAP



DEPARTMENT OF DEVELOPMENT REVIEW AND PERMITTING
Technical Services Division - Prepared October 2022

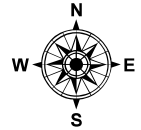


Source: Worcester County GIS Data Layers, 2007 Soil Survey
This map is intended to be used for illustrative purposes only and is not to be used for regulatory action.

Drawn By: KLH Reviewed By: GP

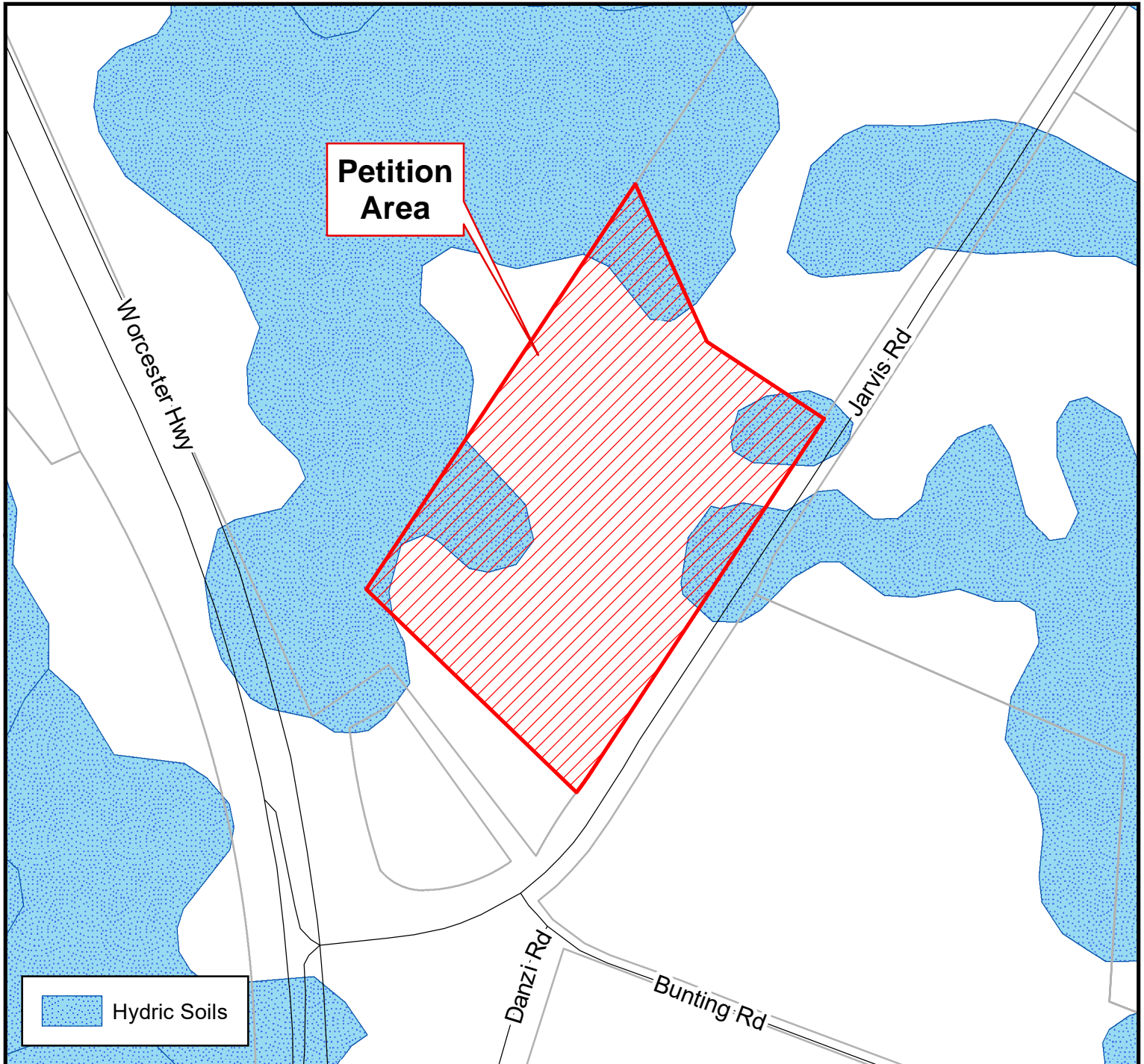


WORCESTER COUNTY, MARYLAND

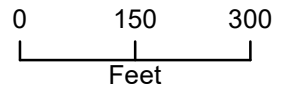


REZONING CASE NO. 440
A-1 Agricultural District to A-2 Agricultural District
Tax Map: 9, Parcel 359, Lot 1

HYDRIC SOILS MAP



DEPARTMENT OF DEVELOPMENT REVIEW AND PERMITTING
Technical Services Division - Prepared October 2022



Source: Worcester County GIS Data Layers, 2007 Soil Survey
This map is intended to be used for illustrative purposes only and is not to be used for regulatory action.

Drawn By: KLH Reviewed By: GP



Worcester County
Department of Environmental Programs

Memorandum

To: Gary Pusey, Deputy Director, DDRP

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

Subject: **EP Staff Comments on Rezoning Case No. 440**
Worcester County Tax Map 9, Parcel 359
Reclassify approximately 8.905 Total Acres of
A-1 Agricultural District to A-2 Agricultural District

Date: 11/9/22

This response to your request for comments is prepared for the map amendment application associated with the above referenced property. The Worcester County *Zoning and Subdivision Control Article*, Section ZS1-113(c)(3), states that the applicant must affirmatively demonstrate that there has been a substantial change in the character of the neighborhood since the last zoning of the property or that a mistake has been made in the existing zoning classification. The application argues that there was a mistake in the Comprehensive Rezoning that was approved by the County Commissioners on November 3, 2009, and also notes a change in the character of the neighborhood. The Code requires that the Commissioners find that the proposed “change in zoning” would be more desirable in terms of the objectives of the *Comprehensive Plan*.

The Department of Environmental Programs has the following comments:

1. This property has an agricultural land use designation in the Land Use Map in the Worcester County Comprehensive Plan (*Comprehensive Plan*). The Agricultural land use designation is reserved for farming, forestry and related industries with minimal residential and other incompatible uses permitted. It is expected that residential and other conflicting land uses although permitted, are discouraged within this district. The adjacent properties to the east, north, and south are entirely covered within an Agricultural land use designation while there is a zone of designated institutional land use across US Rt 113 to the west between the highway and the railway.

2. The existing property is improved with a residential structure at the present time and the majority of the land is farmed. The subject property has a designation of a Sewer and Water Service Category of S-6/W-6 and (No Planned Service) in the *Master Water and Sewerage Plan*. The property is improved with well and septic typical of
3. This rezoning is located outside the Atlantic Coastal Bays Critical Area (ACBCA) and therefore will be subject to the Forest Conservation Law (FCL). The property has not been subject to the FCL, however, any project requiring site plan approval, a grading or sediment control permit, or subdivision approval will require compliance with the Worcester County Forest Conservation Law. A zoning change from A-1 to A-2 would not change the thresholds when/if the property is further developed to the point that compliance with the FCL is required. The afforestation threshold will remain at 20 percent and reforestation threshold will remain at 50 percent.
4. This property is plainly within the A-1 zoning district. One would have to travel 2 miles to the north and approximately 1 mile to the south to find A-2 zoning designations. The southerly properties were utilized for spray irrigation related to the former poultry processing plant in the Village of Showell, were adjacent to the plant's hatchery and were improved with extensive screening around the fields. The nearest A-2 properties that are 2 miles to the north from the subject property, have frontage on US Rt 113, and are sandwiched between the highway and the railway. Is additional flexibility a reason to change the zoning classification for the subject property that is so clearly in concert with the neighboring A-1 district properties? Allowing uses inconsistent with A-1 would not be appropriate here. The subject property is clearly farmed in congruent patterns along with the neighboring properties in adjacent fields with no fencing or barriers.

If you have any questions on these comments, please do not hesitate to contact me.

MEMORANDUM

TO: Robert Mitchell, Director, Worcester County Environmental Programs
 Billy Birch, Director, Worcester County Emergency Services
 Matthew Crisafulli, Sheriff, Worcester County Sheriff’s Office
 Dallas Baker, P.E., Director, Worcester County Public Works Department
 Chris Classing, P.E., Deputy Director, Worcester County Public Works Department
 Kevin Lynch, Roads Superintendent, Worcester County Public Works Department
 Matt Owens, Fire Marshal, Worcester County Fire Marshal’s Office
 Melanie Pursel, Director of Tourism & Economic Development
 Louis H. Taylor, Superintendent, Worcester County Board of Education
 Aws Ezzat, Regional Engineer, Access Management, Maryland State Highway Administration
 Daniel Wilson, Assistant District Engineer - Traffic, Maryland State Highway Administration
 Lt. Earl W. Starner, Commander, Barracks V, Maryland State Police
 Rebecca L. Jones, Health Officer, Worcester County Health Department
 Luke Marcek, Project Manager, Maryland Forest Service
 Garth McCabe, District Conservationist, Worcester County NRCS

FROM: Matthew Laick, Deputy Director

DATE: May 18, 2023

RE: Rezoning Case No. 440 – Nicholas N. and Virginia H. Borodulia, Property Owners and Hugh Cropper, IV, Attorney – 12219 Jarvis Rd., Bishopville, MD (Approximately 500’ east of the Jarvis Road/Worcester Highway intersection)

This application was preciously sent out but did not contain the justification from the applicant. That is now attached to the application PDF. Please pervade up to date comments.

This application seeks to rezone approximately 8.905 acres of land shown on Tax Map 9, Parcel 359, Lot 1 from A-1 Agricultural District to A-2 Agricultural District. These two districts are the County’s primary agricultural districts. The requested A-2 District allows additional commercial uses that are not permitted in the A-1 District, primarily by Special Exception from the Board of Zoning Appeals, such as marine yards for the construction and repair of watercraft, and buildings and storage yards for watercraft and recreational vehicle storage, and for contractors’ shops and materials, among other uses.

For your reference I have attached a copy of the rezoning application package, location and zoning maps showing the property requested to be rezoned.

The applicant is alleging a **mistake was made during the 2009 Comprehensive Rezoning** as the justification for the proposed rezoning from A-1 Agricultural District to A-2 Agricultural District. The Planning Commission must consider if: There was a mistake made in assigning the property a A-1 District zoning classification in 2009 at the time of the last Comprehensive Rezoning.

By Friday, June 23, 2023, the Planning Commission is requesting any comments, thoughts or insights that you or your designee might offer with regard to past and present conditions in the delineated neighborhood, as well as the effect that this application and potential subsequent development of the site under the proposed zoning classification may have on plans, facilities, or services for which your agency is responsible. Your response is requested even if you determine that the proposed rezoning will have no effect on your agency, that the application is compatible with your agency's plans, and that your agency has or will have adequate facilities and resources to serve the property and its potential land uses. ***If no comments are received, we will document such and assume that you have no objection to the Planning Commission stating this information in its report to the Worcester County Commissioners.***

General Zoning Information:

The purpose and intent of the A-1 Agricultural District is "is intended to preserve, encourage and protect the County's farms and forestry operations and their economic productivity and to ensure that agricultural and forestry enterprises will continue to have the necessary flexibility to adjust their production as economic conditions change."

The A-1 District allows uses such as Agriculture, including feeding lots, dairy barns, stables, agricultural lagoons, hog houses, and noncommercial grain dryers. Roadside stands offering for sale fresh agricultural products, fresh seafood and processed dairy products from locally raised livestock, operated by the property owner or tenant of the premises upon which such stand is located. For a complete list, please use the following link: <https://ecode360.com/14019225>

The purpose and intent of the A-2 Agricultural District is "to foster the County's agricultural heritage and uses while also accommodating compatible uses of a more commercial nature that require large tracts of land. The A-2 district may also be used for limited residential development through consolidated development rights and as a place marker for future annexations only where adjacent to existing municipalities.

The A-2 District allows uses such as Agriculture, including feeding lots, dairy barns, stables, agricultural lagoons, poultry and hog houses and noncommercial grain dryers. Roadside stands offering for sale fresh agricultural products, fresh seafood and processed dairy products from locally raised livestock, Single-family dwellings, manufactured homes and Minor subdivisions are allowed. For a complete list, please use the following link: <https://ecode360.com/14019291>

If you have any questions or require further information, please do not hesitate to reach me by phone at (410) 632-1200, ext. 1613 or via email at miaick@co.worcester.md.us. On behalf of the Planning Commission, thank you for your attention to this matter.

Attachments



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: August 1, 2023
RE: Request to Contract – Snow Hill Health Department Carpet Replacement

Public Works is requesting to contract with Value Carpet One to replace the carpet in the Snow Hill Health Department. Carpet throughout the Health Department is original to the construction of the building in 2005 and is badly worn and stained throughout. The project includes replacing all of the carpet throughout the 1st floor and the badly damaged vinyl composite tile in the lab and exam areas LVT flooring. The facility sees a good amount of foot traffic on a daily basis and many of the areas are becoming unsightly. The Health Department has committed they will work with us and Value Carpet One to have all work completed during normal business hours in an effort to reduce costs.

Value Carpet One has quoted this project through their cooperative contract with Sourcewell. The total contract amount is \$239,430.78. The Sourcewell contract includes a 39.15% discount off of materials and an overall cost savings of \$82,716 for the entire project.

Funding was approved in assigned funds, account "SHHealth Floor" for this project in the amount of \$250,000. Please see the attached quote.

Sourcewell is a cooperative purchasing organization that competitively awards purchasing contracts on behalf of itself and its participating agencies. Sourcewell follows the competitive contracting law process to solicit, evaluate, and award cooperative purchasing contracts for goods and services.

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



Value Carpet One

1530 N. Salisbury Blvd., Salisbury, MD 21801 PH. 410-742-5224 Fax 410-548-34767

SOURCEWELL CONTRACT PROPOSAL

TO: Worcester County Dept of Public Works

DATE: July 6, 2023

FROM: Daniel Brissey

SUBJECT: Worcester County Health Department 1st Floor

RE: Sourcewell Contract #080819-TFU; Tarkett Alliance #168119

Materials- 2,868.10 SY Tarkett Ethos Modular 24x24; Style Applause III 02803; Color Marine 28517-2,868.10SY @ \$33.50 = \$96,081.35 Page 2

29-4 GL Pails of C-EX Modular Tile Adhesive @ \$126.52 = \$3,669.08 Page 33

6,360 LF Tarkett 4" Vinyl Cove Base; color TBD @ \$1.14 = \$7,250.40 Page 36

TOTAL MATERIALS \$107,000.83

Labor

2,595 SY Carpet Removal Direct Glue @ \$5.09 sy = \$13,208.55 Page 40

23,347 SF Floor Prep Material/Labor @ \$1.22 sf = \$28,483.34 Page 41

2,218.03 SY Lift Project (Library Lift) Carpet Install @ \$19.50 sy = \$43,251.59 Page 41

510 SY Modular Carpet Install (Standard) @ \$9.39 sy = \$4,788.90 Page 40

6,360 LF 4" Vinyl Base Installation @ \$1.91 lf = \$12,147.60 Page 40

6,360 LF Removal & Disposal Cove Base @ \$.69 lf = \$4,388.40 Page 41

2,595 SY SY Flooring Disposal @ \$1.33 sy = \$3,451.35 Page 40

TOTAL LABOR \$109,719.73

Total Sourcewell Contract \$216,720.56

All pricing per Sourcewell Contract 080819-TFU; Tarkett Alliance #168119

EXCLUSIONS: Major floor prep, removal of contaminants, moisture mitigation, grinding, leveling, polishing, waxing, cleaning, and protection.



Value Carpet One

1530 N. Salisbury Blvd., Salisbury, MD 21801 PH. 410-742-5224 Fax 410-548-34767

SOURCEWELL CONTRACT PROPOSAL

TO: Worcester County Dept of Public Works

DATE: June 28, 2023

FROM: Daniel Brissey

SUBJECT: Worcester County Health Department

RE: Sourcewell Contract 080819-TFU

LVT Alternate Lab Area- Rooms 013A Vest, 014 Lab, 016 Storage, 017 Lab, 019 Storage, 021 Exam, 022 Med, 023 Interview, 024 Storage, 026 Exam

Materials- 1,395 sf Furnish and install LVT; Tarkett Contour Stone, Wood or Abstract 32 mil wear layer and 20 Year Commercial Warranty- 1,395 SF @ \$10.42 = \$14,535.90 Page 40

600 LF 4" Vinyl Cove Base; color TBD @ \$1.14 = \$684.00 Page 36

2-4 GL Pails 959 HM Adhesive @ \$210.26 = \$420.52 Page 39

TOTAL MATERIALS \$15,640.42

Labor-

1,395 SF Removal of VCT @ \$1.51 = \$2,106 Page 41

1,395 SF Floor Prep & LBR 2 coats @ \$2.44 = \$3,403.80 Page 41 (2 skims required here)

600 LF Install 4" Vinyl Base @ \$1.91 = \$1,146.00 Page 40

600 LF Removal/Disposal Cove Base @ \$.69 = \$414.00 Page 41

TOTAL LABOR \$7,069.80

Total Sourcewell Contract \$22,710.22

All pricing per Sourcewell Contract 080819-TFU; Tarkett Alliance #168119

EXCLUSIONS: Major floor prep, removal of contaminants, moving of furniture and equipment, moisture mitigation, grinding, leveling, polishing, waxing, cleaning, and protection.

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

GUY R. AYRES, III (1945-2019)
M. DEAN JENKINS
JAMES W. ALMAND
WILLIAM E. ESHAM, III
MARK SPENCER CROPPER
BRUCE F. BRIGHT
HEATHER E. STANSBURY
MAUREEN F. L. HOWARTH
RYAN D. BODLEY
BRADFORD F. KIRBY
VICTORIA O'NEILL
SPENCER AYRES CROPPER

EMAIL ADDRESS:
mcropper@ajgalaw.com

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

July 26, 2023

OF COUNSEL
HAROLD B. GORDY, JR.

Mr. Anthony W. Bertino, Jr.
President
Worcester County Commissioners
One West Market Street
Snow Hill, MD 21863

RE: Request for Special Use Permit/Marc Spagnola

Dear President Bertino:

As you know, I represent Captain Marc Spagnola, who owns and operates Dusk to Dawn Fishing Charters. By my letter dated July 19, 2023, I requested (for the third time) that the Worcester County Commissioners grant my client a special use permit allowing him to operate his charter fishing business utilizing county owned boat ramps. The most recent special use permit issued to my client on May 17, 2022, expired on May 16, 2023, a copy of which is attached for your convenience. Should the Commissioners grant this third request, my client will agree to the conditions reflected in the permit issued on May 17, 2022, and further will agree to limit the number of vehicles to 2 instead of 4 as indicated in Section 3 of the attachment. He will also agree to never have more than one of his vessels at any one boat ramp at the same time. Moreover, my client would ask that any special use permit be for an extended period of time in order to avoid repeat applications being necessary.

Should anything further be needed from me to process this request, please let me know and it will be provided without delay. Your anticipated cooperation is appreciated. I look forward to hearing from you.

Very truly yours,


Mark Spencer Cropper

cc: Roscoe Leslie
Marc Spagnola

ENCLOSURE



Worcester County Administration

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

May 17, 2022

Mr. Mark S. Cropper, Esq.
Ayres, Jenkins, Gordy & Almand, P.A.
6200 Coastal Highway, Suite 200
Ocean City, MD 21842

RE: Marc Spagnola Special Use Permit

Dear Mr. Cropper:

I write to confirm the terms of the special use permit granted by the County Commissioners at their May 17, 2021 meeting. The terms are as follows:

1. Mr. Spagnola, d/b/a Dusk to Dawn Fishing Charters, or his employees are permitted to use the County's South Point Boat Ramp for launching his 24 ft. tri-toon vessel or his 26 ft. custom vessel.
2. The permit will expire on May 16, 2023 and is non-transferable.
3. Mr. Spagnola's clients must minimize the number of vehicles that park at the boat ramp and must not exceed 4 total parked vehicles.
4. Mr. Spagnola must comply with all other applicable law, regulations, and rules.
5. The Commissioners may revoke the permit at any time for any reason.

Sincerely,

A handwritten signature in blue ink that reads "Roscoe R. Leslie".

Roscoe R. Leslie

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

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 M. DEAN JENKINS
 JAMES W. ALMAND
 WILLIAM E. ESHAM, III
 MARK SPENCER CROPPER
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 BRADFORD F. KIRBY
 VICTORIA O'NEILL
 SPENCER AYRES CROPPER

EMAIL ADDRESS:
 mcropper@ajgalaw.com

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

July 19, 2023

OF COUNSEL
 HAROLD B. GORDY, JR.

Mr. Anthony W. Bertino, Jr.
 President
 Worcester County Commissioners
 One West Market Street
 Snow Hill, MD 21863

RE: Request for Special Use Permit/Marc Spagnola

Dear President Bertino:

As you know, I represent Captain Marc Spagnola, who owns and operates Dusk to Dawn Fishing Charters. On February 25, 2021, the Worcester County Commissioners granted my client a special use permit allowing him to operate his charter fishing business utilizing county owned boat ramps. The special use permit expired on February 15, 2022. Therefore, in 2022, the Commissioners granted Mr. Spagnola another similar special use permit with the caveat that he could use either of his two new vessels. However, he was prohibited from using both vessels at any ramp at the same time.

Over the past year, the Commissioners have been debating pending Bill 23-06, which would modify the existing law related to the commercial use of county owned boat ramps. In fact, a public hearing occurred yesterday that resulted in the matter again being tabled for further consideration. Until the law is revised allowing the commercial use of county owned boat ramps, violations by many businesses continue to occur. This includes crabbers, marine contractors, fishing guide services and marine sales and service businesses such as Bayside Jet Drive owned and operated by Commissioner Eric Fiori. To my knowledge, all such commercial businesses are knowingly, intentionally and openly violating the law, but only Marc Spagnola is under threat of receiving a citation. As for Mr. Fiori, he admits using the county owned boat ramps for his commercial purposes, does not have a special use permit and apparently has no intention to stop doing so. I am unaware of the county ever taking the necessary steps to prevent Commissioner Fiori from using the county ramps in furtherance of his business. Mr. Spagnola, unfortunately, is the only recipient of such threats.

This letter is to request a special use permit for Mr. Spagnola to use any of the county owned boat ramps in furtherance of his business Dusk to Dawn Charter Fishing for the balance

Mr. Anthony W. Bertino, Jr.
July 19, 2023
Page 2

ITEM 9

of 2023 and all of 2024. As before, my client will agree to never have more than one vessel at any county owned boat ramp at one time. Should the Commissioners pass legislation that makes this special use permit moot, it will be withdrawn. However, my client should not be under threat of citation for using county owned boat ramps for his commercial purposes when others are being allowed by the county to do the same, but without such a threat. This includes Commissioner Fiori.

Should anything further be needed from me to process this request, please let me know and it will be provided without delay. If I am given the necessary assurances that my client can continue to use county owned boat ramps without threat of receiving a citation, I will withdraw this request. Your anticipated cooperation is appreciated. I look forward to hearing from you.

Very truly yours,


Mark Spencer Cropper

cc: Roscoe Leslie
Marc Spagnola

TEL: 410-632-5623
 FAX: 410-632-1753
 WEB: co.worcester.md.us



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

DALLAS BAKER JR., P.E.
 DIRECTOR

CHRISTOPHER CLASING, P.E.
 DEPUTY DIRECTOR

MEMORANDUM

TO: Weston S. Young, P.E. Chief Administrative Officer
 Candace Savage, CGFM Deputy Chief Administrative Officer
 FROM: Dallas Baker, Jr., P.E., Director *Chs Y / For*
 DATE: July 20, 2023
 SUBJECT: Marshall Creek Road Speed Study
 Department of Public Works – Roads Division

Public Works is requesting Commissioner approval to reduce the speed on Marshall Creek Road from 50 mph to 30 mph. Currently, Marshall Creek Road is not posted; therefore, a speed limit of 50 mph governs. A concerned citizen reached out regarding speeding concerns on Marshall Creek Road, in response Roads Division conducted a speed study which yielded the following results:

- Number of Vehicles: 1,242
- Average Speed: 31.8 mph
- 85th Percentile: 37.9 mph
- Vehicles 50 mph and greater: 9 or 0.7%
- Vehicles >1 mph to 50 mph: 1,233 or 99.3%

The study was conducted on Tuesday, July 11, 2023 thru Tuesday, July 18, 2023. A copy of the study is attached.

Marshall Creek Road is a very narrow roadway with little to no shoulders to pull off if you meet another car. It has several blind curves all throughout the roadway and there is a chicken farm on Marshall Creek, so often times you will meet a chicken truck on the narrow roadway. Marshall Creek Road leads to a County owned boat landing, so this time of year the roadway does get a lot of recreational boat traffic.

Please let me know if there are any questions.

Attachments

cc: Kevin Lynch
 Chris Clasing

Worcester County DPW - Roads Division

ITEM 10

5764 Worcester Highway

Location 1: Marshall Creek Road (East/West)

Snow Hill, MD 21863

Start Date: 7/11/2023

410-632-2244

End Date: 7/18/2023

Direction: Combined

7/11/2023	0 - 15	> 15 -	> 20 -	> 25 -	> 30 -	> 35 -	> 40 -	> 45 -	> 50 -	> 55 -	> 60 -	> 65 -	> 70	Total
Time	MPH	20 MPH	25 MPH	30 MPH	35 MPH	40 MPH	45 MPH	50 MPH	55 MPH	60 MPH	65 MPH	70 MPH	MPH	
12:00 AM	*	*	*	*	*	*	*	*	*	*	*	*	*	0
1:00	*	*	*	*	*	*	*	*	*	*	*	*	*	0
2:00	*	*	*	*	*	*	*	*	*	*	*	*	*	0
3:00	*	*	*	*	*	*	*	*	*	*	*	*	*	0
4:00	*	*	*	*	*	*	*	*	*	*	*	*	*	0
5:00	*	*	*	*	*	*	*	*	*	*	*	*	*	0
6:00	*	*	*	*	*	*	*	*	*	*	*	*	*	0
7:00	0	0	0	2	2	0	0	0	0	0	0	0	0	4
8:00	2	0	0	2	8	3	0	0	0	0	0	0	0	15
9:00	0	0	1	4	4	2	0	0	0	0	0	0	0	11
10:00	0	0	0	5	2	4	1	0	0	0	0	0	0	12
11:00	0	0	0	2	2	1	1	0	0	0	0	0	0	6
12:00 PM	0	1	0	2	3	1	1	0	0	0	0	0	0	8
1:00	0	1	1	3	7	3	2	0	0	0	0	0	0	17
2:00	0	1	2	2	3	3	4	0	0	0	0	0	0	15
3:00	0	2	5	5	4	2	1	0	2	0	0	0	0	21
4:00	0	0	2	3	4	2	0	0	0	0	0	0	0	11
5:00	0	0	1	1	0	3	0	0	0	0	0	0	0	5
6:00	0	0	0	3	4	0	0	0	0	0	0	0	0	7
7:00	0	0	1	1	1	1	0	0	0	0	0	0	0	4
8:00	0	1	0	1	3	0	0	0	0	0	0	0	0	5
9:00	0	0	2	0	1	0	0	0	0	0	0	0	0	3
10:00	0	0	2	0	1	0	0	0	0	0	0	0	0	3
11:00	0	0	0	1	0	0	0	0	0	0	0	0	0	1
Total	2	6	17	37	49	25	10	0	2	0	0	0	0	148

Worcester County DPW - Roads Division

ITEM 10

5764 Worcester Highway

Location 1: Marshall Creek Road (East/West)

Snow Hill, MD 21863

Start Date: 7/11/2023

410-632-2244

End Date: 7/18/2023

Direction: Combined

7/12/2023	0 - 15	> 15 -	> 20 -	> 25 -	> 30 -	> 35 -	> 40 -	> 45 -	> 50 -	> 55 -	> 60 -	> 65 -	> 70	Total
Time	MPH	20 MPH	25 MPH	30 MPH	35 MPH	40 MPH	45 MPH	50 MPH	55 MPH	60 MPH	65 MPH	70 MPH	MPH	
12:00 AM	0	0	1	0	1	0	0	0	0	0	0	0	0	2
1:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2:00	0	0	0	0	1	0	0	0	0	0	0	0	0	1
3:00	0	0	0	3	3	1	3	0	0	0	0	0	0	10
4:00	0	0	0	2	2	3	1	0	0	0	0	0	0	8
5:00	0	0	0	1	1	2	1	1	0	0	0	0	0	6
6:00	0	0	0	1	2	0	0	0	0	0	0	0	0	3
7:00	0	0	0	1	4	0	1	0	0	0	0	0	0	6
8:00	0	0	0	0	2	0	0	0	0	1	0	0	0	3
9:00	0	0	0	3	2	2	0	0	0	0	0	0	0	7
10:00	0	0	2	1	4	2	3	2	0	0	0	0	0	14
11:00	0	1	1	1	4	4	1	0	0	0	0	0	0	12
12:00 PM	0	0	1	5	2	6	1	0	0	0	0	0	0	15
1:00	0	0	0	0	3	3	2	0	0	0	0	0	0	8
2:00	0	0	1	0	4	5	0	0	0	0	0	0	0	10
3:00	0	1	1	1	3	1	1	1	0	0	0	0	0	9
4:00	0	1	1	4	2	0	0	1	1	0	0	0	0	10
5:00	0	3	0	2	2	0	1	0	0	0	0	0	0	8
6:00	0	0	0	3	6	0	0	1	1	0	0	0	0	11
7:00	0	1	0	0	0	0	0	0	0	0	0	0	0	1
8:00	0	0	0	3	1	1	0	0	0	0	0	0	0	5
9:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
10:00	0	1	0	0	0	0	0	0	0	0	0	0	0	1
11:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total	0	8	8	31	49	30	15	6	2	1	0	0	0	150

Worcester County DPW - Roads Division

ITEM 10

5764 Worcester Highway

Location 1: Marshall Creek Road (East/West)

Snow Hill, MD 21863

Start Date: 7/11/2023

410-632-2244

End Date: 7/18/2023

Direction: Combined

7/13/2023	0 - 15	> 15 -	> 20 -	> 25 -	> 30 -	> 35 -	> 40 -	> 45 -	> 50 -	> 55 -	> 60 -	> 65 -	> 70	Total
Time	MPH	20 MPH	25 MPH	30 MPH	35 MPH	40 MPH	45 MPH	50 MPH	55 MPH	60 MPH	65 MPH	70 MPH	MPH	
12:00 AM	0	0	0	1	1	0	0	0	0	0	0	0	0	2
1:00	0	0	0	0	2	0	0	0	0	0	0	0	0	2
2:00	0	0	0	1	1	0	1	0	0	0	0	0	0	3
3:00	0	0	1	2	1	2	1	0	0	0	0	0	0	7
4:00	0	0	0	0	1	1	0	0	0	0	0	0	0	2
5:00	0	1	2	2	2	3	0	0	0	0	0	0	0	10
6:00	1	0	0	1	4	7	2	0	0	0	0	0	0	15
7:00	0	0	2	3	4	1	0	0	0	0	0	0	0	10
8:00	0	1	3	2	2	1	0	0	0	0	0	0	0	9
9:00	0	1	0	5	8	4	2	1	0	0	0	0	0	21
10:00	0	0	3	3	2	2	0	0	0	0	0	0	0	10
11:00	0	0	0	2	2	3	0	0	0	0	0	0	0	7
12:00 PM	0	0	0	0	3	2	1	0	0	0	0	0	0	6
1:00	0	1	0	3	4	3	2	0	0	0	0	0	0	13
2:00	1	1	1	0	1	2	1	0	0	0	0	0	0	7
3:00	0	1	2	0	2	2	0	0	0	0	0	0	0	7
4:00	1	1	0	1	5	4	0	0	0	0	0	0	0	12
5:00	0	0	1	1	1	2	0	0	0	0	0	0	0	5
6:00	0	3	1	3	4	2	0	0	0	0	0	0	0	13
7:00	0	0	1	1	3	0	0	0	0	0	0	0	0	5
8:00	0	0	1	0	1	1	0	1	0	0	0	0	0	4
9:00	0	0	1	2	2	0	0	0	0	0	0	0	0	5
10:00	0	0	1	1	0	0	0	0	0	0	0	0	0	2
11:00	1	0	0	0	0	0	0	0	0	0	0	0	0	1
Total	4	10	20	34	56	42	10	2	0	0	0	0	0	178

Worcester County DPW - Roads Division

ITEM 10

5764 Worcester Highway

Location 1: Marshall Creek Road (East/West)

Snow Hill, MD 21863

Start Date: 7/11/2023

410-632-2244

End Date: 7/18/2023

Direction: Combined

7/14/2023	0 - 15	> 15 -	> 20 -	> 25 -	> 30 -	> 35 -	> 40 -	> 45 -	> 50 -	> 55 -	> 60 -	> 65 -	> 70	Total
Time	MPH	20 MPH	25 MPH	30 MPH	35 MPH	40 MPH	45 MPH	50 MPH	55 MPH	60 MPH	65 MPH	70 MPH	MPH	
12:00 AM	0	1	1	0	1	0	0	0	0	0	0	0	0	3
1:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2:00	0	0	0	0	1	0	0	0	0	0	0	0	0	1
3:00	0	0	0	0	1	0	0	0	0	0	0	0	0	1
4:00	0	0	0	0	0	0	1	1	0	0	0	0	0	2
5:00	0	0	1	0	3	1	0	0	0	0	0	0	0	5
6:00	0	0	1	2	4	3	1	0	0	0	0	0	0	11
7:00	0	0	0	1	2	2	0	0	0	0	0	0	0	5
8:00	0	0	0	0	4	0	5	1	0	0	0	0	0	10
9:00	0	0	0	1	1	3	0	0	0	0	0	0	0	5
10:00	0	1	0	3	0	2	1	0	0	0	0	0	0	7
11:00	0	1	1	4	5	2	1	0	0	0	0	0	0	14
12:00 PM	0	0	0	2	6	3	1	0	0	0	0	0	0	12
1:00	0	1	2	4	5	3	1	0	0	0	0	0	0	16
2:00	0	1	1	1	1	1	2	1	0	0	0	0	0	8
3:00	2	1	3	2	3	1	0	1	1	0	0	0	0	14
4:00	0	0	0	3	4	3	1	0	0	0	0	0	0	11
5:00	0	0	0	1	4	0	2	1	0	0	0	0	0	8
6:00	0	0	2	4	4	0	0	0	0	0	0	0	0	10
7:00	0	1	0	2	5	2	1	1	0	0	0	0	0	12
8:00	1	2	3	4	6	1	0	0	0	0	0	0	0	17
9:00	0	0	0	4	3	3	1	0	0	0	0	0	0	11
10:00	0	0	0	0	0	1	1	0	0	0	0	0	0	2
11:00	0	1	0	1	0	0	0	0	0	0	0	0	0	2
Total	3	10	15	39	63	31	19	6	1	0	0	0	0	187

Worcester County DPW - Roads Division

ITEM 10

5764 Worcester Highway

Location 1: Marshall Creek Road (East/West)

Snow Hill, MD 21863

Start Date: 7/11/2023

410-632-2244

End Date: 7/18/2023

Direction: Combined

7/15/2023	0 - 15	> 15 -	> 20 -	> 25 -	> 30 -	> 35 -	> 40 -	> 45 -	> 50 -	> 55 -	> 60 -	> 65 -	> 70	Total
Time	MPH	20 MPH	25 MPH	30 MPH	35 MPH	40 MPH	45 MPH	50 MPH	55 MPH	60 MPH	65 MPH	70 MPH	MPH	
12:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0
1:00	0	0	1	0	0	0	1	0	0	0	0	0	0	2
2:00	1	0	0	0	0	0	0	0	0	0	0	0	0	1
3:00	0	0	0	0	0	0	1	0	0	0	0	0	0	1
4:00	0	0	1	1	1	0	1	0	0	0	0	0	0	4
5:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
6:00	0	0	0	5	4	0	0	1	0	0	0	0	0	10
7:00	0	0	0	3	2	1	2	0	0	0	0	0	0	8
8:00	0	0	2	5	2	1	0	0	0	0	0	0	0	10
9:00	0	0	3	0	4	2	2	0	0	0	0	0	0	11
10:00	0	0	2	3	2	0	2	0	0	0	0	0	0	9
11:00	0	0	6	3	4	1	0	0	0	0	0	0	0	14
12:00 PM	0	0	0	7	8	0	0	0	0	0	0	0	0	15
1:00	0	0	0	5	4	1	2	1	0	0	0	0	0	13
2:00	0	0	1	1	3	5	0	0	0	0	0	0	0	10
3:00	0	0	0	2	3	3	2	0	0	0	0	0	0	10
4:00	1	0	3	4	4	3	1	0	0	0	0	0	0	16
5:00	1	0	3	7	10	4	0	0	0	0	0	0	0	25
6:00	1	1	2	2	4	1	0	1	0	0	0	0	0	12
7:00	0	0	0	3	5	2	2	1	0	0	0	0	0	13
8:00	0	0	0	1	3	1	0	0	0	0	0	0	0	5
9:00	0	0	0	1	1	1	0	0	0	0	0	0	0	3
10:00	0	0	1	1	2	2	1	0	0	0	0	0	0	7
11:00	0	1	1	0	1	0	0	0	0	0	0	0	0	3
Total	4	2	26	54	67	28	17	4	0	0	0	0	0	202

Worcester County DPW - Roads Division

ITEM 10

5764 Worcester Highway

Location 1: Marshall Creek Road (East/West)

Snow Hill, MD 21863

Start Date: 7/11/2023

410-632-2244

End Date: 7/18/2023

Direction: Combined

7/16/2023	0 - 15	> 15 -	> 20 -	> 25 -	> 30 -	> 35 -	> 40 -	> 45 -	> 50 -	> 55 -	> 60 -	> 65 -	> 70	Total
Time	MPH	20 MPH	25 MPH	30 MPH	35 MPH	40 MPH	45 MPH	50 MPH	55 MPH	60 MPH	65 MPH	70 MPH	MPH	
12:00 AM	0	0	0	0	1	0	0	0	0	0	0	0	0	1
1:00	0	0	0	0	0	0	1	0	0	0	0	0	0	1
2:00	0	1	1	0	0	1	0	0	1	0	0	0	0	4
3:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
5:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
6:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
7:00	0	0	0	0	1	1	0	0	0	0	0	0	0	2
8:00	0	0	3	1	1	0	1	0	0	0	0	0	0	6
9:00	0	0	1	3	2	2	0	0	0	0	0	0	0	8
10:00	0	2	5	5	0	1	2	1	0	0	0	0	1	17
11:00	1	1	0	1	0	0	0	1	0	0	0	0	0	4
12:00 PM	0	0	1	4	1	1	0	2	0	0	0	0	0	9
1:00	0	0	2	3	3	2	1	0	0	0	0	0	0	11
2:00	1	0	2	6	4	1	0	0	0	0	0	0	0	14
3:00	0	0	1	1	4	3	0	0	0	0	0	0	0	9
4:00	9	5	6	8	3	0	0	0	0	0	0	0	0	31
5:00	1	1	4	2	1	1	0	0	0	0	0	0	0	10
6:00	0	1	0	2	1	0	0	0	0	0	0	0	0	4
7:00	0	0	0	0	8	0	0	0	0	0	0	0	0	8
8:00	0	0	1	3	0	0	0	0	0	0	0	0	0	4
9:00	0	0	0	2	4	1	0	0	0	0	0	0	0	7
10:00	0	1	4	4	3	0	0	1	0	0	0	0	0	13
11:00	0	0	0	0	0	1	0	0	0	0	0	0	0	1
Total	12	12	31	45	37	15	5	5	1	0	0	0	1	164

Worcester County DPW - Roads Division

ITEM 10

5764 Worcester Highway

Location 1: Marshall Creek Road (East/West)

Snow Hill, MD 21863

Start Date: 7/11/2023

410-632-2244

End Date: 7/18/2023

Direction: Combined

7/17/2023	0 - 15	> 15 -	> 20 -	> 25 -	> 30 -	> 35 -	> 40 -	> 45 -	> 50 -	> 55 -	> 60 -	> 65 -	> 70	Total
Time	MPH	20 MPH	25 MPH	30 MPH	35 MPH	40 MPH	45 MPH	50 MPH	55 MPH	60 MPH	65 MPH	70 MPH	MPH	
12:00 AM	0	0	0	0	0	1	0	0	0	0	0	0	0	1
1:00	0	0	2	0	3	1	0	0	0	0	0	0	0	6
2:00	0	0	1	0	0	0	0	0	0	0	0	0	0	1
3:00	0	0	2	1	0	0	0	0	0	0	0	0	0	3
4:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
5:00	0	0	1	2	0	0	0	0	0	0	0	0	0	3
6:00	0	0	0	1	0	1	0	0	0	0	0	0	0	2
7:00	0	0	1	0	0	0	2	0	0	0	0	0	0	3
8:00	0	0	2	1	4	3	0	0	0	0	0	0	0	10
9:00	0	0	0	3	1	1	0	0	0	1	0	0	0	6
10:00	0	0	0	1	1	2	1	0	0	0	0	0	0	5
11:00	0	0	1	0	1	2	0	0	0	0	0	0	0	4
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1:00	0	0	1	7	5	2	1	1	0	0	0	0	0	17
2:00	0	0	0	4	5	6	1	0	0	0	0	0	0	16
3:00	0	0	2	1	3	1	1	1	0	0	0	0	0	9
4:00	0	0	2	5	3	2	3	0	0	0	0	0	0	15
5:00	0	0	1	5	8	2	0	0	0	0	0	0	0	16
6:00	0	1	1	3	3	3	2	0	0	0	0	0	0	13
7:00	0	0	1	0	6	4	1	0	0	0	0	0	0	12
8:00	1	0	0	3	4	1	3	0	0	0	0	0	0	12
9:00	1	0	0	3	3	2	1	0	0	0	0	0	0	10
10:00	0	0	2	2	3	2	0	0	0	0	0	0	0	9
11:00	0	1	2	2	0	0	1	1	0	0	0	0	0	7
Total	3	2	24	48	55	38	17	3	0	1	0	0	0	191

Worcester County DPW - Roads Division

ITEM 10

5764 Worcester Highway

Location 1: Marshall Creek Road (East/West)

Snow Hill, MD 21863

Start Date: 7/11/2023

410-632-2244

End Date: 7/18/2023

Direction: Combined

7/18/2023	0 - 15	> 15 -	> 20 -	> 25 -	> 30 -	> 35 -	> 40 -	> 45 -	> 50 -	> 55 -	> 60 -	> 65 -	> 70	Total
Time	MPH	20 MPH	25 MPH	30 MPH	35 MPH	40 MPH	45 MPH	50 MPH	55 MPH	60 MPH	65 MPH	70 MPH	MPH	
12:00 AM	0	0	1	2	1	0	1	0	0	0	0	0	0	5
1:00	0	0	0	0	1	0	0	0	0	0	0	0	0	1
2:00	0	1	0	0	1	0	0	0	0	0	0	0	0	2
3:00	0	0	0	0	1	0	1	0	0	0	0	0	0	2
4:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
5:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
6:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
7:00	0	0	3	3	1	0	0	0	0	0	0	0	0	7
8:00	0	0	0	0	1	0	2	1	0	0	0	0	0	4
9:00	0	0	1	0	0	0	0	0	0	0	0	0	0	1
10:00	*	*	*	*	*	*	*	*	*	*	*	*	*	0
11:00	*	*	*	*	*	*	*	*	*	*	*	*	*	0
12:00 PM	*	*	*	*	*	*	*	*	*	*	*	*	*	0
1:00	*	*	*	*	*	*	*	*	*	*	*	*	*	0
2:00	*	*	*	*	*	*	*	*	*	*	*	*	*	0
3:00	*	*	*	*	*	*	*	*	*	*	*	*	*	0
4:00	*	*	*	*	*	*	*	*	*	*	*	*	*	0
5:00	*	*	*	*	*	*	*	*	*	*	*	*	*	0
6:00	*	*	*	*	*	*	*	*	*	*	*	*	*	0
7:00	*	*	*	*	*	*	*	*	*	*	*	*	*	0
8:00	*	*	*	*	*	*	*	*	*	*	*	*	*	0
9:00	*	*	*	*	*	*	*	*	*	*	*	*	*	0
10:00	*	*	*	*	*	*	*	*	*	*	*	*	*	0
11:00	*	*	*	*	*	*	*	*	*	*	*	*	*	0
Total	0	1	5	5	6	0	4	1	0	0	0	0	0	22
Grand Total	28	51	146	293	382	209	97	27	6	2	0	0	1	1242
Stats			Percentile	15th	50th	85th	95th							
			Speed	23.9	30.9	37.9	41.9							
			Mean Speed (Average)	31.8										
			10 MPH Pace Speed	25-34										
			Number in Pace	670										
			Percent in Pace	55.0%										
			Number > 50 MPH	9										
			Percent > 50 MPH	0.7%										

TEL: 410-632-5623
 FAX: 410-632-1753
 WEB: co.worcester.md.us



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

DALLAS BAKER JR., P.E.
 DIRECTOR

CHRISTOPHER CLASING, P.E.
 DEPUTY DIRECTOR

MEMORANDUM

TO: Weston Young P.E., Chief Administrative Officer
 Candace Savage, CGFM, Deputy Chief Administrative Officer
FROM: Dallas Baker Jr., P.E., Director *Dallas Baker Jr*
DATE: July 24, 2023
SUBJECT: Water & Wastewater Division – Chesapeake Utilities Easement Agreement

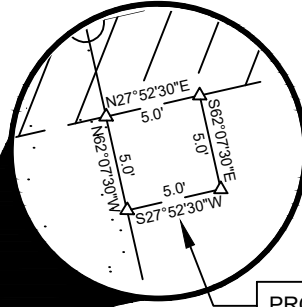
Public Works is requesting Commissioner approval to provide Chesapeake Utilities with a permanent utility easement at 13450 Madison Avenue, Ocean City, MD. Chesapeake Utilities is requesting a five-by-five-foot easement in the corner of the property totaling twenty-five square feet. They are also requesting a temporary construction easement slightly larger than the permanent utility easement that will last 6 months from the start of construction. Both easement areas are shown in the attached easement exhibit. Chesapeake Utilities is in need of an area to place a meter to monitor flow in the area.

This site is a part of the Nantucket Subdivision, currently it is a sewage pump station that captures flow and conveys it to Sussex County sewer. The neighboring properties are then billed by Sussex County directly. Public Works is responsible for the pump station and maintenance of the property. The portion of the property being requested is a grassed area with no utility conflicts. Approval of the easement would not cause any interference with the Water & Wastewater Division daily operations. The attached utility easement agreement has been reviewed by County legal.

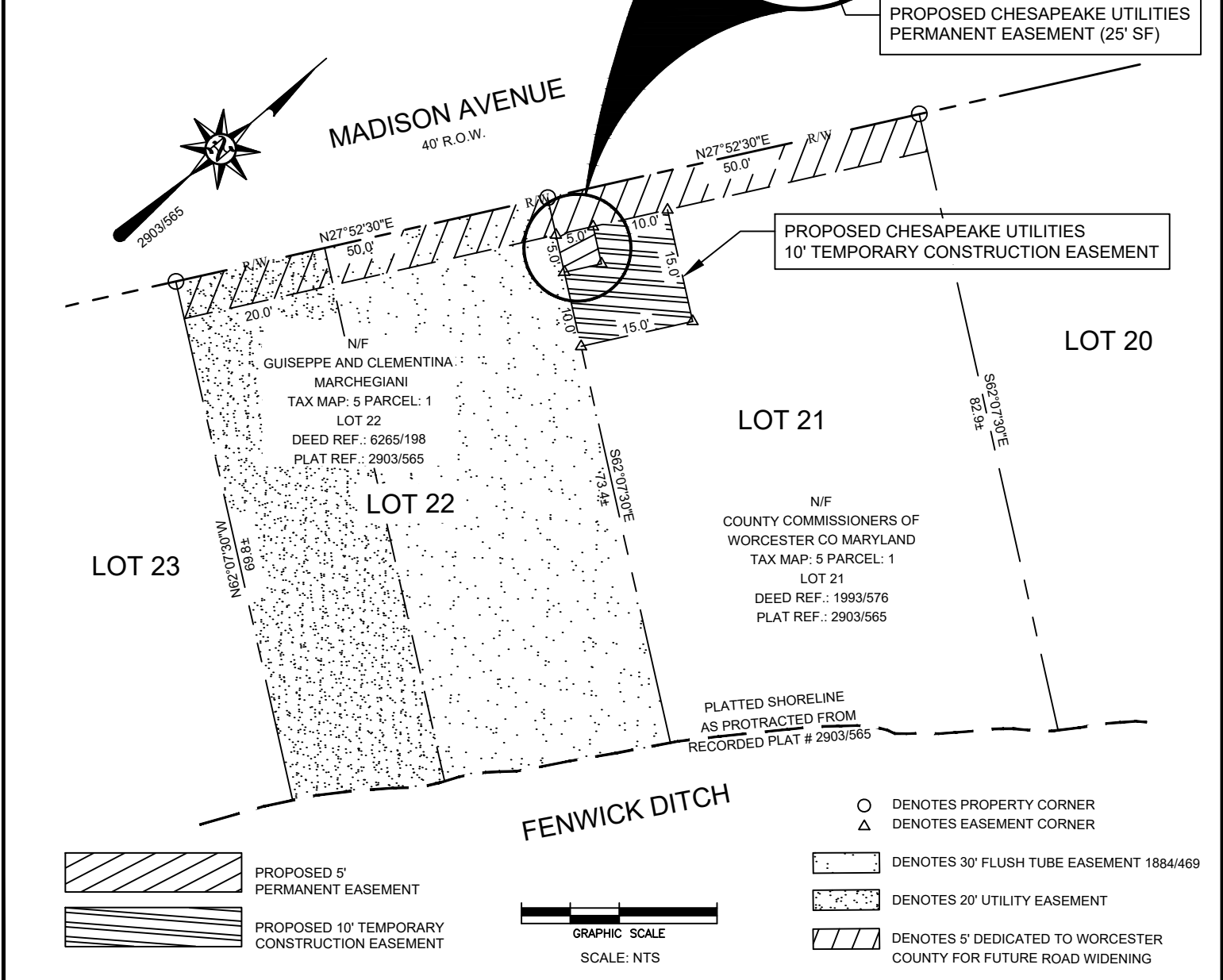
Please let me know if there are any questions.

Attachments

CC: Chris Clasing, P.E., Deputy Director
 Tony Fascelli, Water & Wastewater Superintendent



PROPOSED CHESAPEAKE UTILITIES
PERMANENT EASEMENT (25' SF)



500 ENERGY LANE, SUITE 100 • DOVER, DE 19901
32145 BEAVER RUN DRIVE • SALISBURY, MD 21804

MADISON AVENUE GAS MAIN PROJECT EASEMENT EXHIBIT (OCEAN CITY, MARYLAND)

DRAWN BY	JDT	5/4/2023
REVISED BY	JDT	7/17/2023

PROJECT NO.
2020.321.00
SHEET 1 OF 1

Tax Parcel Number: 340381

Prepared by and return to:
Chesapeake Utilities
500 Energy Lane, Suite 100
Dover, DE 19901

PERMANENT EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (the "Agreement"), made the _____ day of _____, 2023. Between County Commissioners of Worcester County, Maryland, 1 West Market Street, Snow Hill, Maryland 21863 ("Grantor") and CHESAPEAKE UTILITIES CORPORATION ("Chesapeake or Grantee"), a corporation of the State of Delaware.

WITNESSETH:

WHEREAS, Grantor is the owner of the property located outside of the Town of Ocean City Limits, Worcester County, State of Maryland, and with Deed Reference 1993/576.

For and in consideration of the payment by Chesapeake of the sum of One Dollar (\$1.00), the receipt of which is hereby acknowledged, Grantor grants to Chesapeake a five-foot (5') by five-foot (5') perpetual easement area shown and described on Exhibit A attached hereto, and agreed to as follows:

1. Chesapeake shall have the right to install, operate, maintain, add to, extend, relocate, and remove its gas facilities, on, under, over, and across Grantor's land within the easement area shown on Exhibit A attached hereto, for the purpose of extending Chesapeake's utility system and to provide utility services to the premises of Grantor and to other residences, premises, and users. Chesapeake shall have the right to apportion the easement rights and privileges granted herein and Grantor shall have no right to participate or share in the use of the facilities installed pursuant to this Agreement. Chesapeake shall have the rights of ingress, egress, and regress to and over Grantor's land as required for the enjoyment of the rights granted herein. Chesapeake shall, within a reasonable time, and as early as practicable, replace and restore any disturbed area(s) to a condition reasonably comparable to the condition of the property existing immediately prior to such disturbance.

2. Except as otherwise provided for herein, Grantor shall not construct any structures or improvements over or under the facilities permitted by this Agreement that interfere with Chesapeake's reasonable use of the facilities. If Chesapeake deems it necessary to perform any maintenance or reconstruction of the gas line or its facilities located within the Easement Area, Chesapeake agrees that after the completion of any construction or work on the property Chesapeake will restore the property to its same aesthetic condition as prior to the construction work. Grantor may use its land surrounding the Easement Area any way it sees fit in its sole and absolute discretion, so long as such use does not impact Chesapeake's rights of ingress, egress, and regress to and over Grantor's land as set forth in this Agreement.

3. Grantor covenants that it is seized of and has the right to convey the foregoing easement, rights, and privileges; agrees that Chesapeake shall have quiet and peaceful possession, use, and enjoyment of the aforesaid easement, rights, and privileges; and agrees

ITEM 11

that this entire gas main easement agreement shall be binding upon and inure to the benefit of Grantor and Chesapeake and their respective heirs, personal representatives, administrators, successors, and assigns.

4. Chesapeake has sole responsibility and agrees to, at its sole cost and expense, (i) maintain the Easement Area, including any vegetation, in clean and sanitary condition, (ii) secure the Easement Area, (iii) maintain the facilities in good and working condition, (iv) remove any portion of the facilities from the Easement Area that is inoperable or no longer in use; (v) remove the facilities and restore the Easement Area to its original condition upon any termination of this Agreement or when Chesapeake ceases operating the facilities in the Easement Area; (vi) pay all fees, taxes, assessments, governmental charges, etc. relating to the facilities; and (vii) comply with all laws, regulations, etc. relating to the facilities.

5. Chesapeake agrees to indemnify, defend and save the Grantor, their successors, or assigns, harmless from and against any and all claims, suits, and liabilities, based upon damage to, or destruction of, any property or injury to any person arising out of or attributable to the performance or non-performance by Chesapeake Utilities (including, but not limited to its employees, subcontractors or agents) of its obligations hereunder in the exercise of this easement, including the operation of the pipelines, except for such injuries or damages which are caused by the solely negligence of the Grantor.

6. In addition to the permanent easement, rights, and privileges herein conveyed, Grantee shall have the right to use a 10-foot (10') temporary work space for six (6) months after the commencement of work as shown on Exhibit A during the initial construction period, which is adjacent to the permanent easement. The temporary work space will be restored to a condition reasonably comparable to the condition of the property existing immediately prior to such disturbance.

7. Grantor hereby certifies that the actual monetary consideration paid for this Agreement is \$1.00.

The terms and conditions hereof shall be binding upon and ensure to the benefit of the heirs, executors, administrators, devisees, successors, trustees or assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereunto intending to be legally bound hereby set their hands and seal this _____ day of _____, 2023.

ITEM 11

Grantor:
County Commissioners of Worcester County
Maryland

Witness: _____

By: _____
County Commissioners of Worcester
County Maryland Representative

Grantee:
CHESAPEAKE UTILITIES

Witness: _____

By: _____
Garth E. Jones
Engineering Manager

ACKNOWLEDGMENT

STATE OF MARYLAND *
* SS:
COUNTY OF WORCESTER *

On this, the ____ day of _____, 2023, before me, the undersigned, personally appeared County Commissioners of Worcester County Maryland Representative, known to me (or satisfactorily proven) to be the people whose names are subscribed to the foregoing instrument and acknowledged that as such legal owner of the property described in this Grant of Easement, he executed the same for the purposes therein contained.

IN WITNESS WHERETO, I hereunto set my hand and official seal.

Notary Public

My commission expires: _____

ACKNOWLEDGMENT

STATE OF DELAWARE *
*
COUNTY OF KENT *

On this, the ____ day of _____, 2023, before me, the undersigned Officer, personally appeared Garth E. Jones, Engineering Manager of Chesapeake Utilities Corporation, known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing instrument and acknowledged that as such Engineering Manager of Chesapeake Utilities Corporation, he executed the same for the purpose therein contained.

IN WITNESS WHERETO, I hereunto set my hand and official seal.

Notary Public

My commission expires: _____

TEL: 410-632-5623
 FAX: 410-632-1753
 WEB: co.worcester.md.us



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

DALLAS BAKER JR., P.E.
 DIRECTOR

CHRISTOPHER CLASING, P.E.
 DEPUTY DIRECTOR

MEMORANDUM

TO: Weston Young P.E., Chief Administrative Officer
 Candace Savage, CGFM, Deputy Chief Administrative Officer
FROM: Dallas Baker Jr., P.E., Director *Dallas Baker Jr*
DATE: July 24, 2023
SUBJECT: Request to Pursue Accepting Ocean Downs Wells into County System

Public Works is requesting Commissioner approval to begin negotiations with Ocean Downs to take over their private domestic water supply wells, convert them to public wells, bring them into the Riddle Farm service area. Then begin design of an emergency bypass sewer force main across the Ocean Downs property to serve the Riddle Farm Waste Water Treatment Plant. Preliminary analysis by J.W. Salm Engineering and corroborated by Environmental Programs, indicates the project could provide 1,200 new water EDUs, generate \$7,587,600 in EDU sale revenue, cost \$1,012,500 to construct, and save \$1.6 - \$3.1 Million in construction dollars for the sewer bypass.

Background

Worcester County staff have been communicating with Ocean Downs management in exploring the possibility of the County taking over their domestic water supply wells. The impetus for these conversations grew out of continued Water & Sewer Committee discussions and investigations in improving our water service reliability to our current customers and our expanding customer base in the northern county by interconnection of our water systems and optimal utilization of our existing water supplies. The investigations included a jointly funded engineering and hydrogeologic study regarding the potential of the Ocean Downs water supply system.

Ocean Downs has three (3) permitted wells, two (2) for domestic use, one (1) for irrigation and maintenance. The casino is interested in future expansion of its campus in fulfillment of the zoning overlay district that was approved by the county. Their management is also cognizant of the risks and future expenses of their continued operation of their water system to serve the casino's expanded needs. State permit regulations for operating the wells and treatment facilities that would serve the increased number of users is prohibitive for Ocean Downs. It would require them to upgrade their appropriations permit and comes with increased State oversight and reporting which their current staff lacks experience with. They are willing to give Worcester County the domestic wells and the associated water appropriations for County use as public supply wells. In exchange the County would run the water treatment systems, provide the casino with 171 EDU's of domestic water, and take ownership of the water EDUs generated by the wells.

In addition, the existing Ocean Downs water tower is not sized to provide the necessary pressure or flow to meet fire sprinkler needs for the expanded facility. Connection to the County water system would give Ocean Downs access to a more robust system that would potentially be able to support their fire flow needs, contingent upon independent verification by Ocean Downs’s engineer. Any needed booster equipment needed to provide additional flow/pressure beyond the conditions of the existing system would be the responsibility of Ocean Downs. Tentatively, the plan would be to connect the Ocean Downs well to the Riddle Farm service area since it has the closest tower.

Separately, Worcester County Public Works needs an emergency bypass force main for the Riddle Farm Wastewater Treatment Plant (WWTP). The proposed bypass would connect the Riddle Farm WWTP to the Ocean Pines system. The shortest route for the emergency bypass force main is to cross a portion of Ocean Downs property. The force main is needed during maintenance periods to allow for temporary plant shutdowns or to divert partial flow without the need for expensive pumping and hauling operations. Ocean Downs has indicated they are willing to entertain the WWTP bypass force main crossing their property if it is included in the context of the County taking over their water supply well.

Analysis

EDU Revenue

Based on a 2015 feasibility evaluation from J.W. Salm Engineering and corroborated by Environmental Programs, the Ocean Downs domestic supply wells could produce approximately 360,000 gallons per day (gpd). If a conservative EDU usage rate of 300gpd is assigned to the Ocean Downs wells, they would add 1,200 EDUs to the County system. As part of this process Ocean Downs is requesting 171 water EDUs be reserved for themselves and that the County waive any EDU charge (\$6,323 per Riddle Farm water EDU). The 171 water EDU request matches the number of sewer EDUs they have previously purchased. The remaining 1,029 EDUs could then be sold to recoup debt costs associated with the Riddle Farm water system.

• Potential EDU’s:	1,200	Corresponding revenue:	\$7,587,600
• <u>Ocean Downs EDU’s:</u>	<u>171</u>	Corresponding waiver:	<u>\$1,081,233</u>
• EDU’s available for sale:	1,029	Available revenue:	\$6,506,367

Operating Cost

The cost to operate the Ocean Downs wells is expected to be less than the cost to operate the existing Riddle Farm Water Treatment Plant (WTP) because the Ocean Downs wells draw water from shallow aquifer with low iron concentrations, similar to Ocean Pines. Conversely, the Riddle Farm Water Treatment Plant (WTP) is screened in a deeper aquifer with high iron concentrations which has the added cost of treating for iron removal.

An estimate of the operational cost for the Ocean Downs well was developed by extrapolating the cost to operate Ocean Pines well's and comparing it to run time of the Riddle Farm WTP, assuming a flowrate of 300 gpm for the Ocean Downs wells (the max capacity of the Riddle Farm WTP). Preliminary well tests indicate the Ocean Downs well could produce the same flowrate or greater.

- Estimated annual operating cost of Ocean Down wells in 2023 dollars is \$162,000
- Estimated annual operating cost of Riddle Farm WTP in 2023 dollars is \$229,000

Capital Construction Cost

Upgrade Ocean Downs existing wells into public water system:

• Engineering, permitting, legal	\$100,000
• Upgrade water appropriation permit	\$75,000
• Abandon in-place existing 1962 well	\$5,000
• Drill and develop new high capacity well	\$205,000
• New Well House (750 SF @ \$250/SF)	\$187,500
• Chlorine contact tank	\$80,000
• Instrumentation/Electrical/SCADA	\$120,000
• Fencing & security	\$40,000
• Contingencies	<u>\$200,000</u>
Sub-Total	\$1,012,500

This assumes Ocean Downs would share in the capital expenses and would be responsible for the design and construction costs of the water main leading from their campus to the Riddle Farm water tower, estimated at \$615,000. Ocean Downs would also realize savings of \$5-6 Million by not having to design and construct a new water tower.

Riddle Farm WWTP Bypass Considerations

The County would also realize savings in the construction cost of the Riddle Farm WWTP bypass if it were permitted to cross Ocean Downs property. The direct connection would drill under Muddy Creek, run along the back of the race track, and connect into the existing force main that connects Ocean Downs to the Ocean Pines sewer system. This is the shortest, most direct route for the bypass force main. The cost for designing and constructing this path is approximately \$1,450,000.

Riddle Farm WWTP bypass through Ocean Downs (Capital Costs)

• Engineering, permitting, legal	\$100,000
• Upgrades to existing Riddle Farm WWTP pump station	\$50,000
• Sewer force main connection (~2,300 LF bore and ~2,400 LF open cut)	\$1,200,000
• Contingencies	<u>\$100,000</u>
Sub-Total	\$1,450,000

For comparison, the next shortest path is running the bypass along MD 707 to MD 589, then up to Gum Point Road (Option 2) or directing into Ocean Pines (Option 3).

Option 2 - Riddle Farm WWTP bypass: MD 707 to MD 589 to Gum Point Rd

•	Engineering, permitting, legal	\$200,000
•	Upgrades to existing Riddle Farm WWTP pump station	\$200,000
•	Sewer force main connection (~9,600 LF bore/open cut)	\$2,400,000
•	Contingencies	<u>\$300,000</u>
	Total	\$3,100,000

Option 3 - Riddle Farm WWTP bypass: MD 707 to MD 589 to Ocean Pines

•	Engineering, permitting, legal	\$250,000
•	Upgrades to existing Riddle Farm WWTP pump station	\$200,000
•	Sewer force main connection (~14,400 LF bore/open cut)	\$3,600,000
•	Contingencies	<u>\$500,000</u>
	Total	\$4,550,000

Summary

Preliminary analysis estimates the following revenue/costs/savings:

Revenue generation:	\$6,506,367
Annual operating cost:	\$162,000
Capital construction cost:	\$1,012,500
WWTP bypass savings:	\$1,650,000 - \$3,100,000

It is staff's recommendation to begin pursuing formal agreements with Ocean Downs to: 1) accept the Ocean Downs wells into our system, converting them to a public supply well(s); 2) allow Ocean Down access to the Riddle Farm water tower with the construction of the associated piping being Ocean Downs responsibility and; 3) construct the Riddle Farm WWTP bypass across Ocean Downs property.

Potential funding sources include Congressional earmarks endorsed and advanced by Sen. Cardin and a possible intergovernmental loan. If this is acceptable, staff will begin working with Legal to develop the necessary MOU agreements for Commissioner review and approval. Environmental Programs will be handling the planning amendments essential to securing state approval to permit these projects.

CC: Bob Mitchell, Chris Clasing, Tony Fascelli



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: August 1, 2023
RE: Recommendation to Award – Disaster Debris Management

The Department of Emergency Services along with the Procurement Officer is recommending the County award the primary Disaster Debris Management contract to Ceres Environmental Services, Inc. We are also recommending a secondary award be offered to DRC Emergency Services. By securing two separate contracts Worcester County is ensuring public safety and security in the event of natural or man-made disasters.

Proposals were due and opened on Wednesday, April 19, 2023. Seven proposals were received. I have attached the proposal tabulation and contracts to this memo. An evaluation team consisting of three members reviewed each proposal individually prior to an overall group average being established. All three members of the committee agree that the highest scoring proposal, which was received from Ceres Environmental Services, Inc., represents the best value to Worcester County. Contract pricing will be based off of the unit prices provided in the vendors proposal submissions.

Our Debris Management RFP was reviewed and approved by the Maryland Department of Emergency Management and will qualify our county for Federal Emergency Management Agency funding compensation under the Stafford Act and other disaster related federal programs. The next step after this contract has been executed is to work with the contractor to develop and release a Request for Proposals for a Debris Monitoring Contract.

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

Worcester County - Disaster Debris Management
Wednesday, April 19, 2023
Request for Proposals Tabulation Sheet
Respondent's Name(s):
KDF Enterprises
DRC Emergency Services
Crowder Gulf
TFR Enterprises, Inc.
AshBritt, Inc.
Southern Disaster Recovery, LLC
Ceres Environmental Services



WORCESTER COUNTY, MARYLAND

OFFICE OF THE COUNTY COMMISSIONERS
 1 WEST MARKET STREET, ROOM 1103
 SNOW HILL, MARYLAND 21863
 410-632-1194
 FAX: 410-632-3131

Weston Young
 Chief Administrative Officer

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

CONTRACT

THIS CONTRACT, made on August 1, 2023, between the County Commissioners of Worcester County, Maryland (“County”); and Ceres Environmental Services, Inc. (“Successful Vendor”).

WITNESSED: That for and in consideration for payment and agreements hereinafter mentioned:

1. Successful Vendor will commence and complete the DISASTER DEBRIS MANAGEMENT.
2. Successful Vendor will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the Work described herein.
3. Successful Vendor will commence and complete the Work required by the Contract Documents within the timeframes listed in the Proposal Documents unless the period for completion is extended otherwise.
4. Successful Vendor agrees to perform all of the Work described in the Contract Documents and comply with the terms therein for the unit prices as listed in the Form of Proposal.
5. The term ‘Contract Documents’ means and includes the following:
 - a. This Contract
 - b. Exhibit A - Worcester County Maryland Standard Terms and Conditions
 - c. Advertisement
 - d. Section I: Introduction
 - e. Section II: General Information
 - f. Section III: General Conditions
 - g. Section IV: Proposal Specifications
 - h. Section V: Evaluation and Selection Process
 - i. Form of Proposal
 - j. References
 - k. Exceptions
 - l. Individual Principal
 - m. Vendor’s Affidavit of Qualification to Bid
 - n. Non-Collusive Affidavit
 - o. Addendum 1 – dated 4/4/23
 - p. Addendum 2 – dated 4/12/23
 - q. Successful Vendor’s Completed Proposal Documents
 - r. Notice of Award

- s. Notice to Proceed
- 6. Any inconsistency or conflict between the Contract Documents shall be resolved in their order listed above.
- 7. The County will pay the Successful Vendor in the manner and at such times as set forth in the Bid Documents.
- 8. This Contract will be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Contract in duplicate each of which will be deemed an original on the date first above written.

ATTEST:

**COUNTY COMMISSIONERS OF
WORCESTER COUNTY, MARYLAND**

Anthony W. Bertino, Jr.
President
Date:

WITNESS:

CONTRACTOR:
CERES ENVIRONMENTAL SERVICES,
INC.

By:
Title:
Date:



WORCESTER COUNTY, MARYLAND

OFFICE OF THE COUNTY COMMISSIONERS
 1 WEST MARKET STREET, ROOM 1103
 SNOW HILL, MARYLAND 21863
 410-632-1194
 FAX: 410-632-3131

Weston Young
 Chief Administrative Officer

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

CONTRACT

THIS CONTRACT, made on August 1, 2023, between the County Commissioners of Worcester County, Maryland (“County”); and DRC Emergency Services (“Successful Vendor”).

WITNESSED: That for and in consideration for payment and agreements hereinafter mentioned:

1. Successful Vendor will commence and complete the DISASTER DEBRIS MANAGEMENT.
2. Successful Vendor will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the Work described herein.
3. Successful Vendor will commence and complete the Work required by the Contract Documents within the timeframes listed in the Proposal Documents unless the period for completion is extended otherwise.
4. Successful Vendor agrees to perform all of the Work described in the Contract Documents and comply with the terms therein for the unit prices as listed in the Form of Proposal.
5. The term ‘Contract Documents’ means and includes the following:
 - a. This Contract
 - b. Exhibit A - Worcester County Maryland Standard Terms and Conditions
 - c. Advertisement
 - d. Section I: Introduction
 - e. Section II: General Information
 - f. Section III: General Conditions
 - g. Section IV: Proposal Specifications
 - h. Section V: Evaluation and Selection Process
 - i. Form of Proposal
 - j. References
 - k. Exceptions
 - l. Individual Principal
 - m. Vendor’s Affidavit of Qualification to Bid
 - n. Non-Collusive Affidavit
 - o. Addendum 1 – dated 4/4/23
 - p. Addendum 2 – dated 4/12/23
 - q. Successful Vendor’s Completed Proposal Documents
 - r. Notice of Award

- s. Notice to Proceed
- 6. Any inconsistency or conflict between the Contract Documents shall be resolved in their order listed above.
- 7. The County will pay the Successful Vendor in the manner and at such times as set forth in the Bid Documents.
- 8. This Contract will be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Contract in duplicate each of which will be deemed an original on the date first above written.

ATTEST:

**COUNTY COMMISSIONERS OF
WORCESTER COUNTY, MARYLAND**

Anthony W. Bertino, Jr.
President
Date:

WITNESS:

CONTRACTOR:
DRC EMERGENCY SERVICES

By:
Title:
Date:



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: August 1, 2023
RE: Recommendation to Award – Trail and Greenways Master Plan

The Office of Tourism & Economic Development is recommending the County award the Trail and Greenways Master Plan to Mead & Hunt, Inc. Proposals were due and opened on Wednesday, June 14, 2023. Three proposals were received. I have attached the proposal tabulation and contract to this memo. An evaluation team consisting of four members reviewed each proposal individually prior to an overall group average being established. All four members of the committee agree that the highest scoring proposal, which was received from Mead & Hunt, represents the best value to Worcester County. The total contract award amount is \$100,000.

This project involves creating a master plan to enhance transportation infrastructure to provide economic, health, and community benefits by improving access to recreational and natural resources, preserving and using existing transportation and utility corridors.

Funding in the amount of \$100,000 for these services was approved in a grant from the State of Maryland to the Tri-County Council of the Lower Eastern Shore. The Department of Commerce has approved the change request to move the \$100,000 Greenways Grant to the county.

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

Worcester County Trail and Greenways Master Plan

June 14, 2023 at 2:30pm

Request for Proposals Tabulation Sheet

Respondent's Name(s):

Toole Design Group

RK & K

Mead & Hunt, Inc.

County Administration Office
1 West Market Street, Room 1103
Snow Hill, MD 21863
Phone: 410-632-1194
Fax: 410-632-3131





WORCESTER COUNTY, MARYLAND

OFFICE OF THE COUNTY COMMISSIONERS
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 410-632-1194
 FAX: 410-632-3131

Weston Young
 Chief Administrative Officer

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

CONTRACT

THIS CONTRACT, made on August 1, 2023, between the County Commissioners of Worcester County, Maryland (“County”); and Mead & Hunt, Inc. (“Successful Vendor”).

WITNESSED: That for and in consideration for payment and agreements hereinafter mentioned:

1. Successful Vendor will commence and complete the TRAIL AND GREENWAYS MASTER PLAN.
2. Successful Vendor will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the Work described herein.
3. Successful Vendor will commence and complete the Work required by the Contract Documents within the timeframes listed in the Proposal Documents unless the period for completion is extended otherwise.
4. Successful Vendor agrees to perform all of the Work described in the Contract Documents and comply with the terms therein for the sum of \$100,000 (one hundred thousand dollars) or as shown in the Form of Proposal.
5. The term ‘Contract Documents’ means and includes the following:
 - a. This Contract
 - b. Exhibit A - Worcester County Maryland Standard Terms and Conditions
 - c. Advertisement
 - d. Section I: Introduction
 - e. Section II: General Information
 - f. Section III: General Conditions
 - g. Section IV: Proposal Specifications
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- q. Notice to Proceed
- 6. Any inconsistency or conflict between the Contract Documents shall be resolved in their order listed above.
- 7. The County will pay the Successful Vendor in the manner and at such times as set forth in the Bid Documents.
- 8. This Contract will be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Contract in duplicate each of which will be deemed an original on the date first above written.

ATTEST:

**COUNTY COMMISSIONERS OF
WORCESTER COUNTY, MARYLAND**

Anthony W. Bertino, Jr.
President
Date:

WITNESS:

CONTRACTOR:
MEAD & HUNT, INC

By:
Title:
Date:



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: August 1, 2023
RE: Request to Contract – Pocomoke Library Design Services

The Worcester County Library is requesting approval to proceed with detailed design for a new library in the City of Pocomoke. The library is proposed to be 12,500sf including stacks, staff office space, community meeting rooms, children's library, and reading spaces. JSD, Inc. proposes to provide professional services to develop detailed building, site and utility plans and specifications for future bidding of a new facility. The fee for services is \$468,301 and is inclusive of detailed design, construction documentation, bidding support and construction administration. The proposed AIA contract agreement is attached.

The most recent total project cost estimate based on 10% design, which included the relocation to the existing library site and a reduction in the proposed square footage, is \$9,431,488. This amount does include \$520,000 for architectural and engineering design services as well as \$1,175,439 in contingency and escalation. The actual building construction cost estimate is \$8,664,271 or \$691.32 per square foot. This does include estimated demolition costs of the existing building and \$1,003,262 in contingency and escalation.

In order to proceed with 100% design documents, County Commissioner approval is requested for the attached proposal in the amount of \$468,301. The state will fund 50% of the project and will disperse funding over several fiscal years, funding what is estimated to be expended in each fiscal year. There is \$5.3 million currently available for this project in assigned funds, which currently covers all design costs as well as the county's 50% match.

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


AIA® Document B133® – 2019
Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition

AGREEMENT made as of the 28 day of June in the year 2023
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address, and other information)

County Commissioners of Worcester County, MD
1 West Market St., Room 1103
Snow Hill, MD
21863

and the Architect:
(Name, legal status, address, and other information)

JSD, Inc
PO Box 237
Warren, VT
05674

for the following Project:
(Name, location, and detailed description)

Worcester County Pocomoke Library
Pocomoke, MD **12,500** *sq*
New construction of building of ~~13,000~~sf including stacks, offices, community spaces,
children's library, and reading spaces.

The Construction Manager (if known):
(Name, legal status, address, and other information)

TBD

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Documents A201–2017™, General Conditions of the Contract for Construction; A133–2019™ Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price; and A134–2019™ Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee without a Guaranteed Maximum Price. AIA Document A201™–2017 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

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TABLE OF ARTICLES

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10	MISCELLANEOUS PROVISIONS
11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

1. Pre design report by JSD dated 1.28.23
2. Subconsultant proposals
 - a. MEP FP Gipe 6/2/23
 - b. Civil EA Associates 6/1/2023
 - c. Structural GMB 6/10/2022 verified 6/1/2023

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

see program dated 5.31.23 attached

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

Full block to be cleared except for trees identified to be preserved and protected. Bounded by Market, 3rd, and 4th streets and Cemetery alley. All public utilities available.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

approximately \$9,300,000

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§ 1.1.4 The Owner’s anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

Schematic Design	August 2023
Design Development	September-November
Construction Documents	December- January
Permit	February- March
Bid	April- May 2024

.2 Construction commencement date:

June 2024

.3 Substantial Completion date or dates:

July 2025

.4 Other milestone dates:

Construction Manager RFP	July 2023
Construction Manager retained by	September 2023

§ 1.1.5 The Owner intends to retain a Construction Manager pursuant to the following agreement:

(Indicate agreement type.)

- AIA Document A133–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price.
- AIA Document A134–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee without a Guaranteed Maximum Price.

§ 1.1.6 The Owner’s requirements for accelerated or fast-track design and construction, or phased construction are set forth below:

(List number and type of bid/procurement packages.)

n/a

(Paragraphs deleted)

§ 1.1.8 The Owner identifies the following representative in accordance with Section 5.4:

(List name, address, and other contact information.)

Bill Bradshaw
County Engineer

§ 1.1.9 The persons or entities, in addition to the Owner’s representative, who are required to review the Architect’s submittals to the Owner are as follows:

(List name, address, and other contact information.)

Jennifer Ranck
Director, Worcester County Libraries

§ 1.1.10 The Owner shall retain the following consultants and contractors:

(List name, legal status, address, and other contact information.)

.1 Construction Manager:

(The Construction Manager is identified on the cover page. If a Construction Manager has not been retained as of the date of this Agreement, state the anticipated date of retention. If the Architect is to assist the Owner in selecting the Construction Manager, complete Section 4.1.1.1)

TBD

.2 Land Surveyor:

n/a

.3 Geotechnical Engineer:

Paul Till
Hardin Kite

.4 Civil Engineer:

n/a

.5 Other consultants and contractors:

(List any other consultants and contractors retained by the Owner.)

n/a

§ 1.1.11 The Architect identifies the following representative in accordance with Section 2.4:

(List name, address, and other contact information.)

Jeff Schoellkopf, AIA, LEED AP
President, JSD, Inc

§ 1.1.12 The Architect shall retain the consultants identified in Sections 1.1.12.1 and 1.1.12.2:

(List name, legal status, address, and other contact information.)

§ 1.1.12.1 Consultants retained under Basic Services:

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.1 Structural Engineer:

George , Miles, and Buhr (GMB)
Salisbury MD

Reggie Mariner, PE, Senior Vice President

.2 Mechanical Engineer:

Gipe Associates, Inc
Easton, MD

David Hoffman, PE, President

.3 Electrical Engineer:

Gipe Associates, Inc
Easton, MD

David Hoffman, PE, President

§ 1.1.12.2 Consultants retained under Supplemental Services:

EA Associates, civil engineering and survey Steven Lemasters, PE, Project manager

§ 1.1.13 Other Initial Information on which the Agreement is based:

n/a

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

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ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall provide its services in conjunction with the services of a Construction Manager as described in the agreement identified in Section 1.1.5. The Architect shall not be responsible for actions taken by the Construction Manager.

§ 2.4 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.5 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.6 **Insurance.** The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.6.1 Commercial General Liability with policy limits of not less than one million (\$ 1,000,000) for each occurrence and one million (\$ 1,000,000) in the aggregate for bodily injury and property damage.

§ 2.6.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than three hundred thousand (\$ 300,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.6.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.6.1 and 2.6.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.6.4 Workers' Compensation at statutory limits.

§ 2.6.5 Employers' Liability with policy limits not less than one million (\$ 1,000,000) each accident, one million (\$ 1,000,000) each employee, and one million (\$ 1,000,000) policy limit.

§ 2.6.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than one million (\$ 1,000,000) per claim and two million (\$ 2,000,000) in the aggregate.

§ 2.6.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.6.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.6.

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ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner, the Construction Manager, and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner, the Construction Manager, and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit, for the Construction Manager's review and the Owner's approval, a schedule for the performance of the Architect's services. The schedule shall include design phase milestone dates, as well as the anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the Construction Manager's review, for the performance of the Construction Manager's Preconstruction Phase services, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall submit information to the Construction Manager and participate in developing and revising the Project schedule as it relates to the Architect's services. The Architect shall review and approve, or take other appropriate action upon, the portion of the Project schedule relating to the performance of the Architect's services.

§ 3.1.5 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming work, made or given without the Architect's written approval.

§ 3.1.6 The Architect shall, in coordination with the Construction Manager, contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.7 The Architect shall assist the Owner and Construction Manager in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.1.8 Prior to the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, or the Owner's approval of the Construction Manager's Control Estimate, as applicable, the Architect shall consider the Construction Manager's requests for substitutions and, upon written request of the Construction Manager, provide clarification or interpretations pertaining to the Drawings, Specifications, and other documents submitted by the Architect. The Architect and Construction Manager shall include the Owner in communications related to substitution requests, clarifications, and interpretations.

§ 3.2 Review of the Construction Manager's Guaranteed Maximum Price Proposal or Control Estimate

§ 3.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare, for review by the Owner and Architect, and for the Owner's acceptance or approval, a Guaranteed Maximum Price proposal or Control Estimate. The Architect shall assist the Owner in reviewing the Construction Manager's proposal or estimate. The Architect's review is not for the purpose of discovering errors, omissions, or inconsistencies; for the assumption of any responsibility for the Construction Manager's proposed means, methods, sequences, techniques, or procedures; or for the verification of any estimates of cost or estimated cost proposals. In the event that the Architect discovers any inconsistencies or inaccuracies in the information presented, the Architect shall promptly notify the Owner and Construction Manager.

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§ 3.2.2 Upon authorization by the Owner, and subject to Section 4.2.1.14, the Architect shall update the Drawings, Specifications, and other documents to incorporate the agreed upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment or Control Estimate.

§ 3.3 Schematic Design Phase Services

§ 3.3.1 The Architect shall review the program, and other information furnished by the Owner and Construction Manager, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.3.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.3.3 The Architect shall present its preliminary evaluation to the Owner and Construction Manager and shall discuss with the Owner and Construction Manager alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.3.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, to the Owner and Construction Manager, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.3.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for Construction Manager's review and the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.3.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.

§ 3.3.5.2 The Architect shall consider with the Owner and the Construction Manager the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.3.6 The Architect shall submit the Schematic Design Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Schematic Design Documents.

§ 3.3.7 Upon receipt of the Construction Manager's review comments and cost estimate at the conclusion of the Schematic Design Phase, the Architect shall take action as required under Section 6.4, and request the Owner's approval of the Schematic Design Documents. If revisions to the Schematic Design Documents are required to comply with the Owner's budget for the Cost of the Work at the conclusion of the Schematic Design Phase, the Architect shall incorporate the required revisions in the Design Development Phase.

§ 3.3.8 In the further development of the Drawings and Specifications during this and subsequent phases of design, the Architect shall be entitled to rely on the accuracy of the estimates of the Cost of the Work, which are to be provided by the Construction Manager under the Construction Manager's agreement with the Owner.

§ 3.4 Design Development Phase Services

§ 3.4.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Construction Manager's review and the Owner's approval. The Design Development Documents shall be based upon information provided, and estimates prepared by, the Construction Manager and shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building

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systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.4.2 Prior to the conclusion of the Design Development Phase, the Architect shall submit the Design Development Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Design Development Documents.

§ 3.4.3 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Design Development Phase, the Architect shall take action as required under Sections 6.5 and 6.6 and request the Owner's approval of the Design Development Documents.

§ 3.5 Construction Documents Phase Services

§ 3.5.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Construction Manager's review and the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Construction Manager will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.5.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.5.3 During the development of the Construction Documents, if requested by the Owner, the Architect shall assist the Owner and Construction Manager in the development and preparation of (1) the Conditions of the Contract for Construction (General, Supplementary and other Conditions) and (2) a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include sample forms.

§ 3.5.4 Prior to the conclusion of the Construction Documents Phase, the Architect shall submit the Construction Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Construction Documents.

§ 3.5.5 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Construction Documents Phase, the Architect shall take action as required under Section 6.7, and request the Owner's approval of the Construction Documents.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Construction Manager as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Construction Manager modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement. The term "Contractor" as used in A201-2017 shall mean the Construction Manager.

§ 3.6.1.2 Subject to Section 4.2, the Architect's responsibility to provide Construction Phase Services commences upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Owner's approval of the Construction Manager's Control Estimate, or by a written agreement between the Owner and Construction Manager which sets forth a description of the Work to be performed by the Construction Manager prior to such acceptance or approval. Subject to Section 4.2, and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.1.3 The Architect shall advise and consult with the Owner and Construction Manager during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be

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responsible for the Construction Manager's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Construction Manager or of any other persons or entities performing portions of the Work.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Construction Manager, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Construction Manager, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Construction Manager. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Construction Manager, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Construction Manager designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2017, the Architect shall render initial decisions on Claims between the Owner and Construction Manager as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Construction Manager

§ 3.6.3.1 The Architect shall review and certify the amounts due the Construction Manager and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Construction Manager's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Construction Manager is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Construction Manager's right to payment, or (4) ascertained how or for what purpose the Construction Manager has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

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§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Construction Manager's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Construction Manager's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Construction Manager's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Construction Manager to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Construction Manager's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Construction Manager in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Construction Manager; and
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

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§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to (1) check conformance of the Work with the requirements of the Contract Documents and (2) verify the accuracy and completeness of the list submitted by the Construction Manager of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Construction Manager, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Construction Manager: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Construction Manager under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Assistance with Selection of Construction Manager	Owner primary with Arch support
§ 4.1.1.2 Programming	complete
§ 4.1.1.3 Multiple Preliminary Designs	complete
§ 4.1.1.4 Measured drawings	n/a
§ 4.1.1.5 Existing facilities surveys	n/a
§ 4.1.1.6 Site evaluation and planning	Architect- see EA proposal
§ 4.1.1.7 Building Information Model management responsibilities	Not required
§ 4.1.1.8 Development of Building Information Models for post construction use	Not required
§ 4.1.1.9 Civil engineering	Architect- see EA proposal
§ 4.1.1.10 Landscape design	Architect
§ 4.1.1.11 Architectural interior design	Architect- beyond basic finishes
§ 4.1.1.12 Value analysis	Not offered
§ 4.1.1.13 Cost estimating	Construction Manager
§ 4.1.1.14 On-site project representation	Not required
§ 4.1.1.15 Conformed documents for construction	MEP – see Gipe proposal
§ 4.1.1.16 As-designed record drawings	Architect if requested as additional
§ 4.1.1.17 As-constructed record drawings	Architect if requested as additional
§ 4.1.1.18 Post-occupancy evaluation	Not offered
§ 4.1.1.19 Facility support services	Not required
§ 4.1.1.20 Tenant-related services	n/a
§ 4.1.1.21 Architect’s coordination of the Owner’s consultants	Architect
§ 4.1.1.22 Telecommunications/data design	Owner- see Gipe proposal
§ 4.1.1.23 Security evaluation and planning	Owner- see Gipe proposal
§ 4.1.1.24 Commissioning	Owner
§ 4.1.1.25 Sustainable Project Services pursuant to Section 4.1.3	Not required
§ 4.1.1.26 Historic preservation	n/a
§ 4.1.1.27 Furniture, furnishings, and equipment design	Owner w Architect support
§ 4.1.1.28 Other services provided by specialty Consultants	As requested as additional
§ 4.1.1.29 Other Supplemental Services	As requested as additional

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect’s responsibility is provided below.

(Describe in detail the Architect’s Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect’s Services documents that can be included as an exhibit to describe the Architect’s Supplemental Services.)

See EA and Gipe proposals as noted above

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner’s responsibility is provided below.

(Describe in detail the Owner’s Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

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Owner shall provide rfp, run the bid process, and make the final selection of the CM with the architects review and support, and attendance at interviews. Owner shall provide commissioning, possibly from Gipe as per the Berlin Library project, all cost estimating is to be by the CM, employed by the owner Owner shall select all furniture, with support and review by the architect.

(Paragraph deleted)

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or recommendations given by the Construction Manager or the Owner, approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or bid packages in addition to those listed in Section 1.1.6;
- .2 Making revisions in Drawings, Specifications, or other documents (as required pursuant to Section 6.7), when such revisions are required because the Construction Manager's estimate of the Cost of the Work, Guaranteed Maximum Price proposal, or Control Estimate exceeds the Owner's budget, except where such excess is due to changes initiated by the Architect in scope, capacities of basic systems, or the kinds and quality of materials, finishes, or equipment;
- .3 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service that occur after the Construction commencement date;
- .4 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .5 Services necessitated by decisions of the Owner or Construction Manager not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .6 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner- authorized recipients;
- .7 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner or Construction Manager;
- .8 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .9 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .11 Assistance to the Initial Decision Maker, if other than the Architect;
- .12 Services necessitated by replacement of the Construction Manager or conversion of the Construction Manager as constructor project delivery method to an alternative project delivery method;
- .13 Services necessitated by the Owner's delay in engaging the Construction Manager;
- .14 Making revisions to the Drawings, Specifications, and other documents resulting from agreed-upon assumptions and clarifications included in the Guaranteed Maximum Price Amendment or Control Estimate; and
- .15 Making revisions to the Drawings, Specifications, and other documents resulting from substitutions included in the Guaranteed Maximum Price Amendment or Control Estimate.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice:

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- .1 Reviewing a Construction Manager's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Construction Manager's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Construction Manager from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Construction Manager-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders, and Construction Change Directives that require evaluation of the Construction Manager's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or
- .5 Evaluating substitutions proposed by the Owner or Construction Manager and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Construction Manager
- .2 fifteen (15) visits to the site by the Architect during construction
- .3 two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 two (2) inspections for any portion of the Work to determine final completion

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within twenty four (24) months of the milestones described in § 1.1.4, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services if the Architect has incurred actual costs because of the delay.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall retain a Construction Manager to provide services, duties, and responsibilities as described in the agreement selected in Section 1.1.5.

§ 5.3 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect and Construction Manager. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3.1 The Owner acknowledges that accelerated, phased or fast-track scheduling provides a benefit, but also carries with it associated risks. Such risks include the Owner incurring costs for the Architect to coordinate and redesign portions of the Project affected by procuring or installing elements of the Project prior to the completion of all relevant Construction Documents, and costs for the Construction Manager to remove and replace previously installed Work. If the Owner selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.

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§ 5.4 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.5 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.6 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.7 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.8 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E234™-2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

§ 5.9 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.10 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.11 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.12 The Owner shall provide prompt written notice to the Architect and Construction Manager if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.13 The Owner shall include the Architect in all communications with the Construction Manager that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Construction Manager otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.14 The Owner shall coordinate the Architect's duties and responsibilities set forth in the Agreement between the Owner and the Construction Manager with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Construction Manager, including the General Conditions of the Contract for Construction.

§ 5.15 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Construction Manager to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.16 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include the Construction Manager's general conditions costs, overhead, and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the compensation of the Construction Manager for Preconstruction Phase services; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in the Initial Information, and shall be adjusted throughout the Project as required under Sections 5.3 and 6.4. Evaluations of the Owner's budget for the Cost of the Work represent the Architect's judgment as a design professional.

§ 6.3 The Owner shall require the Construction Manager to include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in estimates of the Cost of the Work. The Architect shall be entitled to rely on the accuracy and completeness of estimates of the Cost of the Work the Construction Manager prepares as the Architect progresses with its Basic Services. The Architect shall prepare, as an Additional Service, revisions to the Drawings, Specifications or other documents required due to the Construction Manager's inaccuracies or incompleteness in preparing cost estimates, or due to market conditions the Architect could not reasonably anticipate. The Architect may review the Construction Manager's estimates solely for the Architect's guidance in completion of its services, however, the Architect shall report to the Owner any material inaccuracies and inconsistencies noted during any such review.

§ 6.3.1 If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Architect and the Construction Manager shall work together to reconcile the cost estimates.

§ 6.4 If, prior to the conclusion of the Design Development Phase, the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect, in consultation with the Construction Manager, shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.5 If the Construction Manager's estimate of the Cost of the Work at the conclusion of the Design Development Phase exceeds the Owner's budget for the Cost of the Work, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 terminate in accordance with Section 9.5;
- .3 in consultation with the Architect and Construction Manager, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .4 implement any other mutually acceptable alternative.

§ 6.6 If the Owner chooses to proceed under Section 6.5.3, the Architect, without additional compensation, shall incorporate the revisions in the Construction Documents Phase as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Design Development Phase Services, or the budget as adjusted under Section 6.5.1. The Architect's revisions in the Construction Documents Phase shall be the limit of the Architect's responsibility under this Article 6.

§ 6.7 After incorporation of modifications under Section 6.6, the Architect shall, as an Additional Service, make any required revisions to the Drawings, Specifications or other documents necessitated by the Construction Manager's subsequent cost estimates, the Guaranteed Maximum Price proposal, or Control Estimate that exceed the Owner's budget for the Cost of the Work, except when the excess is due to changes initiated by the Architect in scope, basic systems, or the kinds and quality of materials, finishes or equipment.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due, pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Construction Manager, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise within the period specified by applicable law.

(Paragraph deleted)

§ 8.1.3 The Architect shall indemnify and hold the Owner and the Owner's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Architect, its employees and its consultants in the performance of professional services under this Agreement. The Architect's obligation to indemnify and hold the Owner and the Owner's officers and employees harmless does not include a duty to defend. The Architect's duty to indemnify the Owner under this Section 8.1.3 shall be limited to the available proceeds of the insurance coverage required by this Agreement.

§ 8.1.4 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

(Paragraphs deleted)

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of

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performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

n/a

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

n/a

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction, except as modified in this Agreement. The term "Contractor" as used in A201–2017 shall mean the Construction Manager.

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§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

- .1 Stipulated Sum
(Insert amount)
\$468,301 – per attached fee summary

.2
(Paragraphs deleted)

Init.

§ 11.2 For the Architect’s Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

hourly plus reimbursables

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

hourly plus reimbursables per the attached rate sheet and subconsultant agreements

§ 11.4 Compensation for Supplemental and Additional Services of the Architect’s consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Architect
(Paragraphs deleted)
 if approved by Owner.

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	\$30,621	percent (6.5	%)
Design Development Phase	\$97,112	percent (20.7	%)
Construction Documents Phase	\$176,246	percent (37.6	%)
Construction Phase	\$109,276	percent (23.3	%)
Bid and Permit	\$33,189		7.1	\
MDOT permitting	\$8,626		1.8	
Conformed MEP	\$5,513		1.2	
DPL incentive modelling	\$7,718		1.7	
Total Basic Compensation		one hundred percent (100	%)

The Owner acknowledges that with an accelerated Project delivery, multiple bid package process, or Construction Manager as constructor project delivery method, the Architect may be providing its services in multiple Phases simultaneously. Therefore, the Architect shall be permitted to invoice monthly in proportion to services performed in each Phase of Services, as appropriate.

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner’s most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner’s budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect’s consultants are set forth below. The rates shall be adjusted in accordance with the Architect’s and Architect’s consultants’ normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

see The Design Group rate and service sheet, and subconsultant proposals

Employee or Category	Rate (\$0.00)
----------------------	---------------

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Authorized transportation and authorized out-of-town travel and subsistence;

(Paragraph deleted)

- .3 Permitting and other fees required by authorities having jurisdiction over the Project;

- .4 Printing, reproductions, plots, and standard form documents;

- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;

- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner;

(Paragraph deleted)

- .9 All taxes levied on professional services and on reimbursable expenses;

- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and

- .12 Other similar Project-related expenditures.

(Paragraph deleted)

§ 11.9 **Architect's Insurance.** If the types and limits of coverage required in Section 2.6 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.6, and for which the Owner shall reimburse the Architect.)

n/a

§ 11.10 Payments to the Architect**§ 11.10.1 Initial Payments**

§ 11.10.1.1 An initial payment of zero (\$ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

(Paragraph deleted)

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of monthly or annual interest agreed upon.)

one percent per month % 1%

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

(Include other terms and conditions applicable to this Agreement.)

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B133™–2019, Standard Form Agreement Between Owner and Architect, Construction Manager as Constructor Edition
- .2 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below, if completed, or the following:
(Insert the date of the E203-2013 incorporated into this agreement.)

n/a

- .3 Exhibits:
(Check the appropriate box for any exhibits incorporated into this Agreement.)

AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition dated as indicated below.
(Insert the date of the E234-2019 incorporated into this agreement.)

n/a

Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

n/a

- .4 Other documents:
(List other documents, if any, forming part of the Agreement.)

MEP Agreement- Gipe Associates
Structural Agreement- GMB, Inc
Civil Proposal- EA Associates

This Agreement entered into as of the day and year first written above.

Jeff Schoellkopf

OWNER *(Signature)*

ARCHITECT *(Signature)*

Jeff Schoellkopf, President JSD, Inc 6/30/23

(Printed name and title)

(Printed name, title, and license number, if required)



THE DESIGN GROUP

ARCHITECTURE PLANNING INTERIOR DESIGN

JIM EDGCOMB, ARCHITECT

Airport Road Warren VT 05674 tel 802-496-5255

JEFF SCHOELLKOPF, ARCHITECT

2023 RATE SHEET

JSD/ THE DESIGN GROUP offers the following design services: Architecture, Landscape Architecture, Land, Site, and Master Planning, Sustainable Design, and Interior Design. Engineering Services may be provided by subconsultants. Rates for Design services are described below.

Design Services

Hourly Rate

- Principal \$ 165.00
- Project Architect / Sr. Planner \$ 115-145.00
- Designer / Project Manager / Planner \$ 95-105.00
- Draftsperson / Technician / Asst. Project Manager \$ 85-95.00
- Administration \$ 55.00

All design services can be provided on a fixed fee basis with a clearly defined Scope of Services. Billing occurs monthly and is due upon receipt. Interest on unpaid balances accrues at a rate of 1 1/2% / mo. Other services, including pre-design, permitting, model making, rendering, project management, cost estimating, and product research, are available as requested.

Reimbursable Expenses

Travel, transportation, lodging, and meals are charged on jobs more than a half an hour from our offices.

Transportation Costs

Auto at \$0.70 per mile
 Air travel tickets billed at cost
 Travel time billed at ½ hourly billable rate

Lodging and meals

At cost up to allowed IRS per diem

Printing/Plots	30 x 42	\$3.50
	24 x 36	\$2.50
	18 x 24	\$2.00
	12 x 18	\$1.50
	11 x 17	\$1.00

Color Copies 11x17 \$1.00 each

All other direct job expenses including consultants, engineering, telephone, postage, photography, and video recording is billed at cost plus 5% overhead.

Visit our website at www.tdgv.com

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Additions and Deletions Report for AIA® Document B133® – 2019

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

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PAGE 1

AGREEMENT made as of the 28 day of June in the year 2023

...

County Commissioners of Worcester County, MD
1 West Market St., Room 1103
Snow Hill, MD
21863

...

JSD, Inc
PO Box 237
Warren, VT
05674

...

Worcester County Pocomoke Library
Pocomoke, MD
New construction of building of 13,000sf including stacks, offices, community spaces, children's library, and reading spaces.

...

TBD
PAGE 2

1. Pre design report by JSD dated 1.28.23
2. Subconsultant proposals
 - a. MEP FP Gipe 6/2/23
 - b. Civil EA Associates 6/1/2023
 - c. Structural GMB 6/10/2022 verified 6/1/2023

...

see program dated 5.31.23 attached

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...

Full block to be cleared except for trees identified to be preserved and protected. Bounded by Market, 3rd, and 4th streets and Cemetery alley. All public utilities available.

...

approximately \$9,300,000

PAGE 3

<u>Schematic Design</u>	<u>August 2023</u>
<u>Design Development</u>	<u>September-November</u>
<u>Construction Documents</u>	<u>December- January</u>
<u>Permit</u>	<u>February- March</u>
<u>Bid</u>	<u>April- May 2024</u>

...

June 2024

...

July 2025

...

<u>Construction Manager RFP</u>	<u>July 2023</u>
<u>Construction Manager retained by</u>	<u>September 2023</u>

...

AIA Document A133–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price.

...

n/a

~~§ 1.1.7 The Owner’s anticipated Sustainable Objective for the Project:
(Identify and describe the Owner’s Sustainable Objective for the Project, if any.)~~

~~§ 1.1.7.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E234™ 2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, into this Agreement to define the terms, conditions and services related to the Owner’s Sustainable Objective. If E234-2019 is incorporated into this Agreement, the Owner and Architect shall incorporate the completed E234-2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.~~

...

Bill Bradshaw
County Engineer
PAGE 4

Jennifer Ranck
Director, Worcester County Libraries

...

TBD

...

n/a

...

Paul Till
Hardin Kite

...

n/a

...

n/a

...

Jeff Schoellkopf, AIA, LEED AP
President, JSD, Inc
PAGE 5

George , Miles, and Buhr (GMB)
Salisbury MD

...

Reggie Mariner, PE, Senior Vice President

...

Gipe Associates, Inc
Easton, MD

...

David Hoffman, PE, President

...

Gipe Associates, Inc
Easton, MD

...

David Hoffman, PE, President

...

EA Associates, civil engineering and survey Steven Lemasters, PE, Project manager

...

n/a
PAGE 6

§ 2.6.1 Commercial General Liability with policy limits of not less than one million (\$ 1,000,000) for each occurrence and one million (\$ 1,000,000) in the aggregate for bodily injury and property damage.

§ 2.6.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than three hundred thousand (\$ 300,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

...

§ 2.6.5 Employers' Liability with policy limits not less than one million (\$ 1,000,000) each accident, one million (\$ 1,000,000) each employee, and one million (\$ 1,000,000) policy limit.

§ 2.6.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than one million (\$ 1,000,000) per claim and two million (\$ 2,000,000) in the aggregate.

PAGE 13

§ 4.1.1.1	Assistance with Selection of Construction Manager	<u>Owner primary with Arch support</u>
§ 4.1.1.2	Programming	<u>complete</u>
§ 4.1.1.3	Multiple Preliminary Designs	<u>complete</u>
§ 4.1.1.4	Measured drawings	<u>n/a</u>
§ 4.1.1.5	Existing facilities surveys	<u>n/a</u>
§ 4.1.1.6	Site evaluation and planning	<u>Architect- see EA proposal</u>
§ 4.1.1.7	Building Information Model management responsibilities	<u>Not required</u>
§ 4.1.1.8	Development of Building Information Models for post construction use	<u>Not required</u>
§ 4.1.1.9	Civil engineering	<u>Architect- see EA proposal</u>
§ 4.1.1.10	Landscape design	<u>Architect</u>
§ 4.1.1.11	Architectural interior design	<u>Architect- beyond basic finishes</u>
§ 4.1.1.12	Value analysis	<u>Not offered</u>
§ 4.1.1.13	Cost estimating	<u>Construction Manager</u>
§ 4.1.1.14	On-site project representation	<u>Not required</u>
§ 4.1.1.15	Conformed documents for construction	<u>MEP – see Gipe proposal</u>
§ 4.1.1.16	As-designed record drawings	<u>Architect if requested as additional</u>
§ 4.1.1.17	As-constructed record drawings	<u>Architect if requested as additional</u>
§ 4.1.1.18	Post-occupancy evaluation	<u>Not offered</u>
§ 4.1.1.19	Facility support services	<u>Not required</u>
§ 4.1.1.20	Tenant-related services	<u>n/a</u>
§ 4.1.1.21	Architect’s coordination of the Owner’s consultants	<u>Architect</u>
§ 4.1.1.22	Telecommunications/data design	<u>Owner- see Gipe proposal</u>
§ 4.1.1.23	Security evaluation and planning	<u>Owner- see Gipe proposal</u>
§ 4.1.1.24	Commissioning	<u>Owner</u>
§ 4.1.1.25	Sustainable Project Services pursuant to Section 4.1.3	<u>Not required</u>
§ 4.1.1.26	Historic preservation	<u>n/a</u>
§ 4.1.1.27	Furniture, furnishings, and equipment design	<u>Owner w Architect support</u>
§ 4.1.1.28	Other services provided by specialty Consultants	<u>As requested as additional</u>
§ 4.1.1.29	Other Supplemental Services	<u>As requested as additional</u>

...

See EA and Gipe proposals as noted above

PAGE 14

Owner shall provide rfp, run the bid process, and make the final selection of the CM with the architects review and support, and attendance at interviews. Owner shall provide commissioning, possibly from Gipe as per the Berlin Librry project, all cost estimating is to be by the CM, employed by the owner Owner shall select all furniture, with support and review by the architect.

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E234™ 2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

...

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- .3 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of ~~Service;~~Service that occur after the Construction commencement date;

PAGE 15

- .1 two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Construction Manager
 .2 fifteen (15) visits to the site by the Architect during construction
 .3 two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
 .4 two (2) inspections for any portion of the Work to determine final completion

...

§ 4.2.5 If the services covered by this Agreement have not been completed within twenty four (24) months of the ~~date of this Agreement, milestones described in § 1.1.4,~~ through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional ~~Services;~~Services if the Architect has incurred actual costs because of the delay.

PAGE 18

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or ~~otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and otherwise~~ within the period specified by applicable law, ~~but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.law.~~

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the Construction Manager, contractors, consultants, agents and employees of any of them, similar waivers in favor of the other parties enumerated herein.

...

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute, or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

~~§ 8.2.3~~ The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

~~§ 8.2.4~~ If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

— Arbitration pursuant to Section 8.3 of this Agreement

— Litigation in a court of competent jurisdiction

— Other: *(Specify)*

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

~~§ 8.3 Arbitration~~

~~§ 8.3.1~~ If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

~~§ 8.3.1.1~~ A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

~~§ 8.3.2~~ The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

~~§ 8.3.3~~ The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

~~§ 8.3.4 Consolidation or Joinder~~

~~§ 8.3.4.1~~ Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

~~§ 8.3.4.2~~ Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

~~§ 8.3.4.3~~ The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

~~§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.~~

PAGE 19

n/a

...

n/a

PAGE 20

\$468,301 – per attached fee summary

~~.2 Percentage Basis
 — (Insert percentage value)~~

~~() % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.~~

~~.3 Other
 — (Describe the method of compensation)~~

PAGE 21

hourly plus reimbursables

...

hourly plus reimbursables per the attached rate sheet and subconsultant agreements

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Architect ~~plus percent (—%), or as follows:~~
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

if approved by Owner.

...

Schematic Design Phase	<u>\$30,621</u>	percent (<u>6.5</u>	%)
Design Development Phase	<u>\$97,112</u>	percent (<u>20.7</u>	%)
Construction Documents Phase	<u>\$176,246</u>	percent (<u>37.6</u>	%)
Construction Phase	<u>\$109,276</u>	percent (<u>23.3</u>	%)
<u>Bid and Permit</u>	<u>\$33,189</u>		<u>7.1</u>	↓
<u>MDOT permitting</u>	<u>\$8,626</u>		<u>1.8</u>	
<u>Conformed MEP</u>	<u>\$5,513</u>		<u>1.2</u>	
<u>DPL incentive modelling</u>	<u>\$7,718</u>		<u>1.7</u>	

...

see The Design Group rate and service sheet, and subconsultant proposals

PAGE 22

- ~~.1 Transportation Authorized transportation and authorized out-of-town travel and subsistence;~~
- ~~.2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;~~

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...

~~.5 Postage, handling, and delivery;~~

...

.7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project; Owner;

~~.8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;~~

.9 All taxes levied on professional services and on reimbursable expenses;

~~.10 Site office expenses;~~

...

~~§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus percent (%) of the expenses incurred.~~

...

n/a

...

§ 11.10.1.1 An initial payment of zero (\$ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

~~§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of (\$) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.~~

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

...

one percent per month % 1%

PAGE 23

n/a

...

n/a

...

n/a

...

MEP Agreement- Gipe Associates
Structural Agreement- GMB, Inc
Civil Proposal- EA Associates

...

Jeff Schoellkopf

...

Jeff Schoellkopf, President JSD, Inc 6/30/23

...



THE DESIGN GROUP

ARCHITECTURE PLANNING INTERIOR DESIGN

JIM EDGCOMB, ARCHITECT

Airport Road Warren VT 05674 tel 802-496-5255

JEFF SCHOELLKOPF, ARCHITECT

2023 RATE SHEET

ISD/ THE DESIGN GROUP offers the following design services: Architecture, Landscape Architecture, Land, Site, and Master Planning, Sustainable Design, and Interior Design. Engineering Services may be provided by subconsultants. Rates for Design services are described below.

<u>Design Services</u>	<u>Hourly Rate</u>
• Principal	\$ 165.00
• Project Architect / Sr. Planner	\$ 115-145.00
• Designer / Project Manager / Planner	\$ 95-105.00
• Draftsperson / Technician / Asst. Project Manager	\$ 85-95.00
• Administration	\$ 55.00

All design services can be provided on a fixed fee basis with a clearly defined Scope of Services. Billing occurs monthly and is due upon receipt. Interest on unpaid balances accrues at a rate of 1 1/2% / mo. Other services, including pre-design, permitting, model making, rendering, project management, cost estimating, and product research, are available as requested.

Reimbursable Expenses

Travel, transportation, lodging, and meals are charged on jobs more than a half an hour from our offices.

<u>Transportation Costs</u>	<u>Auto at \$0.70 per mile</u>
	<u>Air travel tickets billed at cost</u>
	<u>Travel time billed at ½ hourly billable rate</u>

<u>Lodging and meals</u>	<u>At cost up to allowed IRS per diem</u>
--------------------------	---

<u>Printing/Plots</u>	<u>30 x 42</u>	<u>\$3.50</u>
	<u>24 x 36</u>	<u>\$2.50</u>
	<u>18 x 24</u>	<u>\$2.00</u>
	<u>12 x 18</u>	<u>\$1.50</u>
	<u>11 x 17</u>	<u>\$1.00</u>

<u>Color Copies</u>	<u>11x17</u>	<u>\$1.00 each</u>
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All other direct job expenses including consultants, engineering, telephone, postage, photography, and video recording is billed at cost plus 5% overhead.

Visit our website at www.tdgv.com

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Certification of Document's Authenticity
AIA® Document D401™ – 2003

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(Signed)

(Title)

(Dated)

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

July 24, 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 (11), which have current or upcoming vacancies (19).

President Bertino – You have One (1) positions open:

- George Solyak – Term Ending – Agricultural Reconciliation Bd.

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 Two (2) positions open:

- George Dix – Term Ending – Solid Waste Advisory Bd.
- Hope Carmean – Tenure Expires – Commission For Women - Not a Reappointment

Commissioner Fiori - You have Eight (8) positions open: See attached resume

- Elena Ake – Released – non-active member – Tourism Advisory Committee
- 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

All Commissioners:

- **(1)-Adult Public Guardianship Board-**
(1) Term Expired - Ms. Wessels, (Roberta Baldwin will potentially help search for a viable replacement, if necessary).

(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.),
- **(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
- **(4 Total) - Commission for Women- (3) Resigned -Elizabeth Rodier, (Fiori) not a reappointment**
resignation of Susan Childs (Bunting) and the resignation of Kris Heiser
(1) Tenure Ending - 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.13 Elena Ake – Released – Tourism Advisory Committee (See Attached Resume)
 p.15 Martin Kwesko - Term Ending - Dec. 21-Water & Sewer Adv. Mystic Harbor
 p.15 Matthew Kraeuter - Term Ending - Dec. 21-Water & Sewer Adv. Mystic Harbor
 p.15 Joseph Weitzell – passed - Water & Sewer Advisory Council, Mystic Harbor p.
 p. 15 Richard Jendrek- passed- Water & Sewer Advisory Council, Mystic Harbor p.
 p. 15 Bruce Bums -passed- Water & Sewer Advisory Council, Mystic Harbor
 p. 16 Keith Swanton -Term Ended- Water & Sewer Adv., West Ocean City
 p. 17 Elizabeth Rodier -Term Ended- Commission for Women

District 4 -Elder
 p.12 George Dix – Term Ended – Solid Waste Adv. Bd.
 p.17 Hope Carmean – Term Ended – Comm. For Women

District 5 – Bertino p.6 George Solyak – Term Ending – Ag. Reconciliation Bd.

District 6- Bunting
 p. 9 David Deutsch– Ethics Board
 p. 17 Susan Childs - resigned– Commission For Women

District 7-Mitrecic p.10 Jake Mitrecic – Resigned – Housing Review Bd.

All Commissioners:

- p. 4- (1)-Adult Public Guardianship Board -** Term Expired - Ms. Wessels.
- p. 7 - (1) -Drug and Alcohol Abuse Council – (1)** (Passing of Dr. Cragway, Jr),
- p. 11 - (2) - Local Development Council For the Ocean Downs Casino-4 yr.-**
 Mark Wittmyer At-Large, David Massey (At-Large-Business O.P.)
- p. 15 - (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. 16- (1)- Water and Sewer Advisory Council-West Ocean City- -Keith Swanton**
- p. 17 - (4 Total) - Commission for Women (3) Resigned -Elizabeth Rodier, (Fiori)**
 Resignation of Susan Childs (Bunting) and the resignation of Kris Heiser.
- (1) Tenure Ending - 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>
Connie Wessels	Lay Person	*15-16-19, 19-22 (Term Expired)
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
Dr. Ovais Khalid	Psychiatrist	23-26
Dr. William Greer	Physician	07-10-13-16-19-22-25
Richard Collins	Lawyer	95-16-19-22-25
Nancy Howard	Lay Person	*17-19, 19-22-25

* = 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 Flory
Barbara Duerr
Craig Horseman
Faye Thornes
Mary Leister
Joyce Bell
Randolph 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)
Dr. Kenneth Widra (18-21)

* = 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

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>
	<u>At-Large Members</u>	
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

ETHICS BOARD

Reference: Public Local Law, Section CG 5-103

Appointed by: County Commissioners

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

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

Compensation: \$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 Yenny (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>
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
Don Furbay	D-3, Fiori	Ocean Pines	23-26

Prior Members:

Phyllis Mitchell	Wardie Jarvis, Jr. (96-03)	C.D. Hall 10-22
William Lynch	Albert Bogdon (02-06)	Chase Church (*19-22)
Art Rutter	Jamie Rice (03-07)	
William Buchanan	Howard Martin (08)	
Christina Alphonsi	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 16

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 ^c	At-Large	Business - Ocean Pines	09-13-17, 17-21
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 ^c	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
Cam Bunting ^c	At-Large	Business - Berlin	*09-10-14-18-22-26

Prior Members:

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

Since 2009

Joe Cavilla (12-17)
 James N. Mathias, Jr.^c (09-18)
 Ron Taylor^c (09-14)
 James Rosenberg (09-19)
 Rod Murray^c (*09-19)
 Gary Weber (*19-21)

Charlie Dorman (12-19)
 Gee Williams (09-21)

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

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: 1 1/4-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

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

Appointed by: County Commissioners

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

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

Compensation: \$100 per meeting expense allowance

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

Special Provisions: One member nominated by each County Commissioner

Staff Contact: Tourism Department – Melanie Pursel, Director of Tourism 410-632-3110

Current Members:

<u>Member's Name</u>	<u>Nominated By</u>	<u>Resides</u>	<u>Years of Term(s)²</u>
Ruth Waters	D-6, Bunting	Bishopville	19-23
Elena Ake	D-3, Fiori	West Ocean City	*16-20, 20-24 (Released)
Josh Davis	D-5, Bertino	Berlin	*19-21, 21-25
Lauren Taylor	D-7, Mitrecic	Ocean City	13-17-21, 21-25
Kerrie Anne Bunting	D-4, Elder	Snow Hill	21-25
Gregory Purnell	D-2, Purnell	Berlin	14-18-22-26
Nola Tullar	D-1, Abbott	Pocomoke	23-27

Prior Members: Since 1972

Isaac Patterson ¹	Klein Leister (99-03)	Michael Day *19-21
Lenora Robbins ¹	Bill Simmons (99-04)	Barbara Tull (03-23)
Kathy Fisher ¹	Bob Hulburd (99-05)	
Leroy A. Brittingham ¹	Frederick Wise (99-05)	
George “Buzz” Gering ¹	Wayne Benson (05-06)	
Nancy Pridgeon ¹	Jonathan Cook (06-07)	
Marty Batchelor ¹	John Glorioso (04-08)	
John Verrill ¹	David Blazer (05-09)	
Thomas Hood ¹	Ron Pilling (07-11)	
Ruth Reynolds (90-95)	Gary Weber (99-03, 03-11)	
William H. Buchanan (90-95)	Annemarie Dickerson (99-13)	
Jan Quick (90-95)	Diana Purnell (99-14)	
John Verrill (90-95)	Kathy Fisher (11-15)	
Larry Knudsen (95)	Linda Glorioso (08-16)	
Carol Johnsen (99-03)	Teresa Travatello (09-18)	
Jim Nooney (99-03)	Molly Hilligoss (15-18)	
Barry Laws (99-03)	Denise Sawyer (*18-19)	
	Isabel Morris (11-19)	

* = Appointed to fill an unexpired term
 1 = Served on informal ad hoc committee prior to 1990, Committee abolished between 1995-1999
 2 = All members terms reduced by 1-year in 2003 to convert to 4-year terms

THOMAS J. SHUSTER, CPRP

Thomas J. Shuster has served as the Director of Recreation and Parks for the Town of Ocean City, Maryland since 1998. In April 2014, Tom retired and was honored by the Mayor with the title of Director Emeritus of Recreation and Parks.

Prior to his time in Ocean City, Tom served as Director-Secretary for the MetroParks, Serving Summit County in Akron, Ohio from 1995 to 1997. Before that he was the Executive Director of the Waukegan Park District, Illinois from 1986 to 1995.

Tom has also served as the Director of Recreation, Parks and Community Services for the Township of East Brunswick, New Jersey (1976-1986) and Administrator of Recreation Services for the Ohio State Parks System (1972-1975).

He earned his Bachelor of Science in Biological Science (1970) and a Master of Science in Natural Resources (1971) from The Ohio State University. He is also a graduate of the Program for Senior Executives in State and Local Government from the Kennedy School of Government at Harvard University (1984).

Tom is an active member of the National Recreation and Park Association (NRPA), having served as a Director of the National Society for Park Resources (NSPR), a former branch of NRPA. He has also been on NRPA's Great Lakes Regional Council and the Mid Atlantic Regional Council, which he served as Chairman. He has most recently been a presenter at the NRPA Congress in Baltimore, MD.

Tom has also been active in four state associations including the Ohio Parks and Recreation Association (OPRA), the New Jersey Recreation and Parks Association (NJRPA), where he served as Secretary and Council member, the Illinois Parks and Recreation Association (IPRA), where he served as Secretary and Board member, and the Maryland Recreation and Parks Association (MRPA), where he has most recently served as President.

Tom is a past recipient of the Distinguished Professional Award from the NRPA Mid Atlantic Regional Network (2011) and the MRPA Jack Hewitt Distinguished Professional Award (2011).

Tom is a Fellow of the American Academy of Parks and Recreation Administration and member of the Board of Directors of the American Parks and Recreation Foundation.

Tom and his wife Debbie have lived in West Ocean City, Maryland since 1998.

Current: July, 2023

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

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

Appointed by: County Commissioners

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

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

Compensation: \$100.00/meeting

Meetings: Monthly or As-Needed

Special Provisions: Must be residents of Mystic Harbour Service Area

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

Current Members:

<u>Member's Name</u>	<u>Resides</u>	<u>Years of Term(s)</u>
Martin Kwesko	Mystic Harbour	13-17, 17-21
Richard Jendrek ^C	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 Pinnero ^C (05-06)	Carol Ann Beres (14-18)
Brandon Phillips ^C (05-06)	Bob Hunt (*06-19)
William Bradshaw ^C (05-08)	
Buddy Jones (06-08)	
Lee Trice ^C (05-10)	
W. Charles Friesen ^C (05-13)	
Alma Seidel (08-14)	
Gerri Moler (08-16)	
Mary Martinez (16-18)	

**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^c (93-96) Andrew Delcorro (*14-19)

John Mick^c (93-95)

Frank Gunion^c (93-96)

Carolyn Cummins (95-99)

Roger Horth (96-04)

Whaley Brittingham^c (93-13)

Ralph Giove^c (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 (3rd Tuesday at 5:30 PM - alternating between Berlin and Snow Hill)

Special Provisions: 7 district members, one from each Commissioner District
 4 At-large members, nominations from women’s organizations & citizens
 4 Ex-Officio members, one each from the following departments: Social Services, Health & Mental Hygiene, Board of Education, Public Safety
 No member shall serve more than six consecutive years

Contact: 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)
Hope Carmean	D-4, Elder	Snow Hill	*15-16-19, 19-22
Tamara White	D-1, Nordstrom	Pocomoke City	17-20, 20-23
Kris Heiser	Public Safety – State Attorney Office		21-24 (Resigned)
Susan Childs	D-6, Bunting	Berlin	21-24(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
Jocelyn Briddell	At-Large	Berlin	23-26
Coleen Colson	Dept of Social Services		19-22-25
Windy Phillips	Board of Education		19-22-25

Prior Members: Since 1995

Ellen Pilchard ^c (95-97)	Patricia Ilczuk-Lavanceau (98-99)	Catherine W. Stevens (02-04)
Helen Henson ^c (95-97)	Lil Wilkinson (00-01)	Hattie Beckwith (00-04)
Barbara Beaubien ^c (95-97)	Diana Purnell ^c (95-01)	Mary Ann Bennett (98-04)
Sandy Wilkinson ^c (95-97)	Colleen McGuire (99-01)	Rita Vaeth (03-04)
Helen Fisher ^c (95-98)	Wendy Boggs McGill (00-02)	Sharyn O'Hare (97-04)
Bernard Bond ^c (95-98)	Lynne Boyd (98-01)	Patricia Layman (04-05)
Jo Campbell ^c (95-98)	Barbara Trader ^c (95-02)	Mary M. Walker (03-05)
Karen Holck ^c (95-98)	Heather Cook (01-02)	Norma Polk Miles (03-05)
Judy Boggs ^c (95-98)	Vyoletus Ayres (98-03)	Roseann Bridgman (03-06)
Mary Elizabeth Fears ^c (95-98)	Terri Taylor (01-03)	Sharon Landis (03-06)
Pamela McCabe ^c (95-98)	Christine Selzer (03)	Vanessa Alban (17-22)
Teresa Hammerbacher ^c (95-98)	Linda C. Busick (00-03)	
Bonnie Platter (98-00)	Gloria Bassich (98-03)	
Marie Velong ^c (95-99)	Carolyn Porter (01-04)	
Carole P. Voss (98-00)	Martha Pusey (97-03)	
Martha Bennett (97-00)	Teole Brittingham (97-04)	

* = Appointed to fill an unexpired term

^c = Charter member

Prior Members: Since 1995 (continued)

Dr. Mary Dale Craig (02-06)	Michelle Bankert *(14-18)
Dee Shorts (04-07)	Nancy Fortney (12-18)
Ellen Payne (01-07)	Cristi Graham (17-18)
Mary Beth Quillen (05-08)	Alice Jean Ennis (14-17)
Marge SeBour (06-08)	Lauren Mathias Williams *(16-18)
Meg Gerety (04-07)	Teola Brittingham *(16-18)
Linda Dearing (02-08)	Jeannine Jerscheid *(18-19)
Angela Hayes (08)	Shannon Chapman (*17-19)
Susan Schwarten (04-08)	Julie Phillips (13-19)
Marilyn James (06-08)	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)	Mary Mumford (*16-22)
Germaine Smith Garner (03-09)	
Nancy Howard (09-10)	
Barbara Witherow (07-10)	
Doris Moxley (04-10)	
Evelyne Tyndall (07-10)	
Sharone Grant (03-10)	
Lorraine Fasciocco (07-10)	
Kay Cardinale (08-10)	
Rita Lawson (05-11)	
Cindi McQuay (10-11)	
Linda Skidmore (05-11)	
Kutresa Lankford-Purnell (10-11)	
Monna Van Ess (08-11)	
Barbara Passwater (09-12)	
Cassandra Rox (11-12)	
Diane McGraw (08-12)	
Dawn Jones (09-12)	
Cheryl K. Jacobs (11)	
Doris Moxley (10-13)	
Kutresa Lankford-Purnell (10-12)	
Terry Edwards (10-13)	
Dr. Donna Main (10-13)	
Beverly Thomas (10-13)	
Caroline Bloxom (14)	
Tracy Tilghman (11-14)	
Joan Gentile (12-14)	
Carolyn Dorman (13-16)	
Arlene Page (12-15)	
Shirley Dale (12-16)	
Dawn Cordrey Hodge (13-16)	
Carol Rose (14-16)	
Mary Beth Quillen (13-16)	
Debbie Farlow (13-17)	
Corporal Lisa Maurer (13-17)	
Laura McDermott (11-16)	
Charlotte Cathell (09-17)	
Eloise Henry-Gordy (08-17)	

* = Appointed to fill an unexpired term

c = Charter member



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

July 05, 2023

TO: The Salisbury Daily Times and The Ocean City Today Group
FROM: Candace Savage, Deputy Chief Administrative Officer
SUBJECT: Worcester County Public Hearing Notice

Please print the attached Public Hearing Notice in The Salisbury Daily Times and Ocean City Digest/Ocean City Today on July 13, 2023 and July 20, 2023. Thank you.

NOTICE OF PUBLIC HEARING
FOR AGRICULTURAL EASEMENT ACQUISITION
Worcester County, Maryland

The purpose of this public hearing is to hear comments on petitions to sell an agricultural easement to the Maryland Agricultural Land Preservation Foundation (MALPF) on the following properties in Worcester County:

- 1. Aydelotte, Ben, TM 92, P 62; Aydelotte Road; 114.4 acres
2. Drew, Kathy and Mark, TM 10, P 55; 11539 St. Martins Neck Road, Bishopville; 28.5 acres
3. Drew, Kathy and Mark, TM 10, P 99/100; 11828 Back Creek Road, Bishopville; 29.6 acres
4. Hahn, Jimmy and Theresa, TM 90, P 6; 356 Hickory Point Road; 71.2 acres
5. Holland, Mark and Candy, TM 100, P 1, 134; Tulls Corner Road; 50.01 acres
6. Levinh Farms, Inc.; TM 92, P 69; Sheepphouse Road, Pocomoke City; 144.93 acres (new owners, previous owners applied in FY22 and FY23)
7. Queponco Farms, Inc. TM 49, P 71; 6636 Basket Switch Road; Newark; TM 187.75 acres (re-application, FY22 and FY23)
8. Riley, Whitlock, et al; TM 31, P 61; 8720 Evans Road, Berlin; 470.4 acres

The public hearing on these applications will be held on
TUESDAY, August 1, 2023 at 10:30 A.M.
in the Commissioners' Meeting Room, Room 1101 – Government Center
One West Market Street, Snow Hill, Maryland 21863

Additional information is available for review at the Department of Environmental Programs, Worcester County Government Center, Suite 1306 (3rd floor), One West Market Street, Snow Hill, Maryland, 21863 during regular business hours of 8:00 am to 4:30 pm. Questions may be directed to Katherine Munson, Planner V, by calling (410) 632-1220, extension 1302 or email at kmunson@co.worcester.md.us

THE WORCESTER COUNTY COMMISSIONERS



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 "R. Mitchell", is written over the name and title of the sender.

Subject: **Public Hearing for Proposed FY 24 MALPF Easement Applications**
 Public Hearing Applicant Listing and Maps

Date: 7/24/23

The County Commissioners approved a Public Hearing for the FY 24 Funding Cycle at their meeting on July 5, 2023. Attached is a tabulation of the FY24 MALPF applications and maps showing the location of the properties relative to protected lands, county zoning, and the *Comprehensive Plan's* Land Use Plan designations.

The Commissioners may approve the recommendations of the Land Preservation Advisory Board to forward the top eight (8) ranked subject properties for potential funding of their easement applications. The Commissioners may alternatively send less than the recommended number but specific justification would be needed to do that. We would note that while we have typically been awarded just three (3) to four (4) easements based on limited funding, there is always the chance to be offered secondary funding in the second round for an additional 4 easements so it would be very beneficial to have at least all eight (8) of our vetted and recommended properties sent up to the state for potential easement funding. As we noted last year, conservation easement funding is expected to be increased in the current and coming fiscal years.

The Worcester County Agricultural Land Preservation Advisory Board reviewed the applications on June 6, 2023 and unanimously recommended that the top eight (8) be forwarded to MALPF for appraisal. The Planning Commission also reviewed the applications and determined on July 6, 2023 that all applications are compatible with existing county plans and policy and recommended approval to the Worcester County Commissioners.

Staff is respectfully recommending that the Commissioners send the top eight (8) ranked properties to the state, as recommended by the Agricultural Land Preservation Advisory Board.

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

Enclosures

1. Memo from Katherine Munson
2. Maps
3. Applicant Listing
4. Specific information regarding smaller farm applications

cc: Katherine Munson



DEPARTMENT OF
ENVIRONMENTAL PROGRAMS

Worcester County

GOVERNMENT CENTER
ONE WEST MARKET STREET, ROOM 1306
SNOW HILL, MARYLAND 21863
TEL 410 632.1220 / FAX: 410.632.2012

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

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

Memorandum

To: Robert Mitchell, Director

From: Katherine Munson, Planner V *KM*

Subject: FY 24 MALPF Application Review

Date: July 24, 2023

The following eight (8) applications to sell an easement to the Maryland Agricultural Land Preservation Foundation (MALPF) in Worcester County have been received by the county for the FY 24 funding cycle and approved by the Worcester County Agricultural Land Preservation Advisory Board:

1. Aydelotte, Ben, TM 92, P 62; Aydelotte Road; 114.4 acres
2. Drew, Kathy and Mark, TM 10, P 55; 11539 St. Martins Neck Road, Bishopville; 28.5 acres*
3. Drew, Kathy and Mark, TM 10, P 99/100; 11828 Back Creek Road, Bishopville; 29.6 acres*
4. Hahn, Jimmy and Theresa, TM 90, P 6; 356 Hickory Point Road; 71.2 acres
5. Holland, Mark and Candy, TM 100, P 1, 134; Tulls Corner Road; 50.01 acres
6. Levinh Farms, Inc.; TM 92, P 69; Sheephouse Road, Pocomoke City; 144.93 acres (new owners, previous owners applied in FY22 and FY23)
7. Queponco Farms, Inc. TM 49, P 71; 6636 Basket Switch Road; Newark; TM 187.75 acres (re-application, FY22 and FY23)
8. Riley, Whitlock, et al; TM 31, P 61; 8720 Evans Road, Berlin; 470.4 acres

In order for the applicants to be eligible to sell an easement to MALPF, their applications must be approved by the Worcester County Agricultural Land Preservation Advisory Board, recommended for approval by the Worcester County Planning Commission, and approved by the Worcester County Commissioners after a public hearing. The Public Hearing requirement is mandated by Maryland Annotated Code Title 2, Subtitle 5, Section 2-509(b)(3).

Enclosed please find eight (8) aerial images, and three (3) maps showing the location of the applicant properties relative to protected lands, county zoning, and the 2006 land use plan. Two versions of a table summarizing information for each application is also included. **One table contains confidential bid and**

ranking information and should not be shared with the public. A table with this information removed has been provided for public review.

Six of the applications meet the minimum requirements of the MALPF Program (please note that two are re-applications that were unfunded in FY22 and FY23). Two are under the 50-acre minimum so are subject to additional requirements and review by the Advisory Board and the MALPF Board. All are zoned A-1, or a combination of A-1 and RP or A-1 and E-1 (see attached map).

Additional information regarding the two applications under 50 acres (properties # 2 and #3) is attached: two letters from the Soil Conservation District and a letter to MALPF summarizing the findings of the Worcester County Agricultural Land Preservation Advisory Board at their June 6, 2023 meeting.

The county must find/demonstrate that applicant properties under 50 acres have “extraordinary agricultural capability” and are of “significant size” in order to approve them. As far as “extraordinary agricultural capability”, at a minimum the property has to have a soil conservation plan that is fully implemented; the property has to be located in area designated for preservation, and has to have at least 60 percent Class I, II, III soils. Both properties meet these criteria.

“Significant size” is not defined or clarified in the regulations or statute. The Worcester County Agricultural Land Preservation Advisory Board found that both properties are of “significant size” because of the fact that both properties are entirely in cropland production and have a regular shape that makes them conducive to farming despite their smaller size.

Please note that each county uses a ranking system for MALPF easement sale applications, approved by both the county commissioners and the MALPF board. The application ranking prioritizes offers to landowners made by MALPF. **Applicant ranking order is confidential, by state law, until after offers are made.** Specific applicant ranking, or applicant bids, can be discussed in closed session only.

The Worcester County Agricultural Land Preservation Advisory Board reviewed the applications on June 6m 2023 and **unanimously recommended that the top eight (8) be forwarded to MALPF for appraisal.** Please note that board members Kathy Drew and Glenn Holland did not vote, and Kathy Drew was not present, due to conflict of interest.

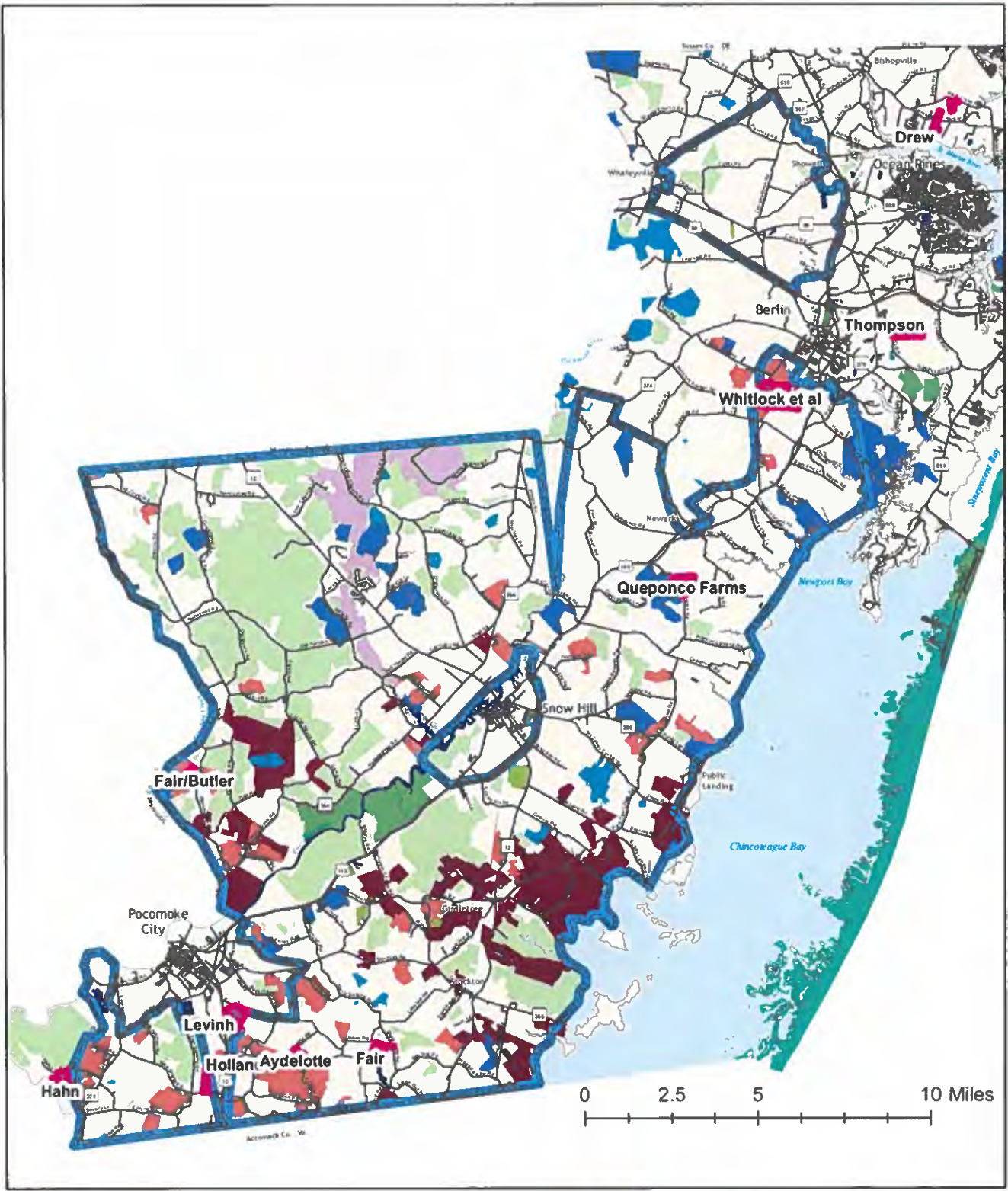
The Planning Commission determined on July 6, 2023 that all applications are compatible with existing county plans and policy and recommended approval to the Worcester County Commissioners.

The commissioners may elect to limit the number of properties considered for easement purchase (cutting off lowest ranking applications), or may elect to send all FY24 applications to MALPF for consideration.

A drafted letter to MALPF is attached to be completed and signed following the public hearing.

Thank you for your attention to this matter.

MALPF FY24 Applicant Properties and Protected Lands, Worcester County, MD

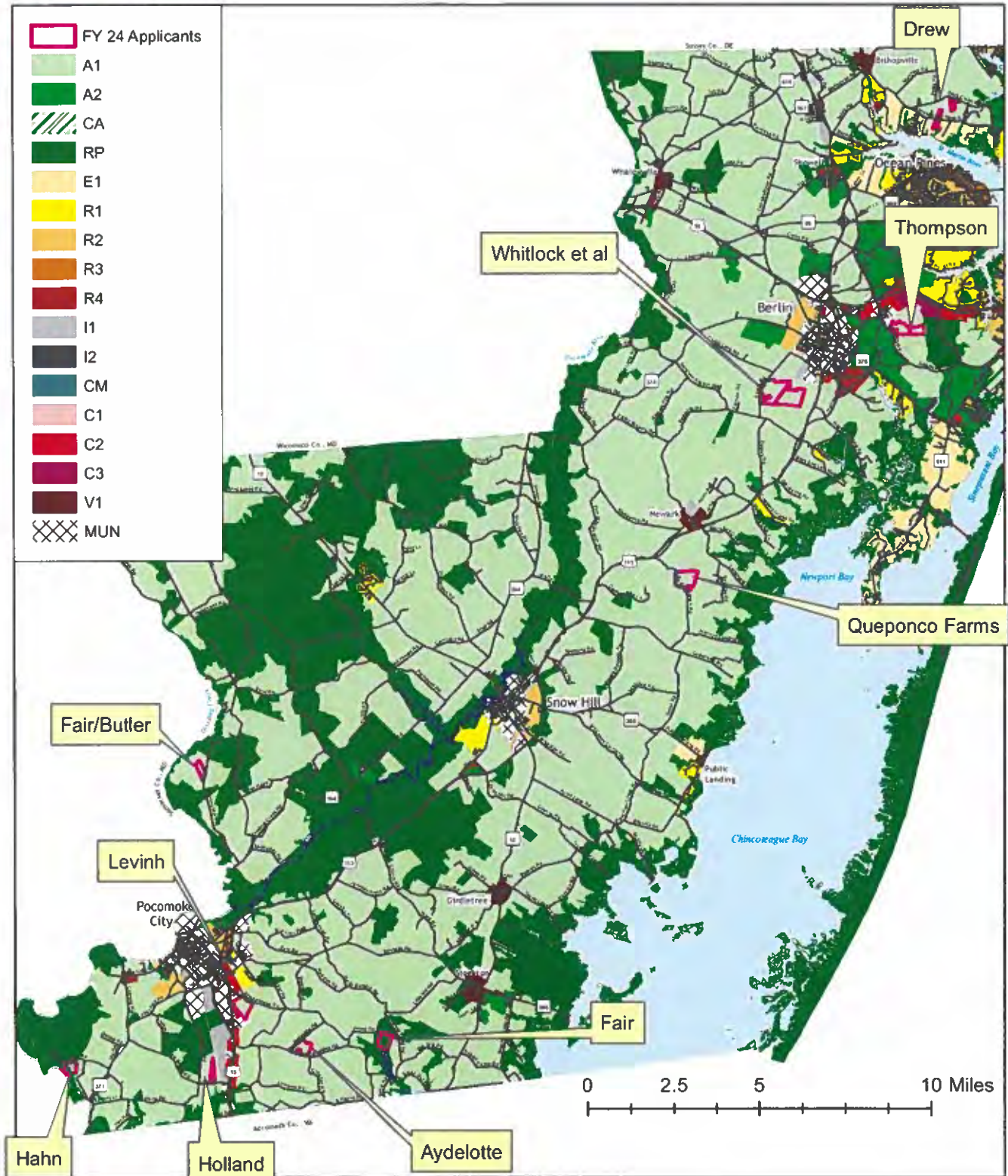


	FY 24 Applicants		Federal Lands
	Priority Preservation Area		Parks
	MALPF Easements		DNR-held Conservation Easements
	Rural Legacy Easements		State Land
	LSLT/MET Easements		TNC
	CREP Easements		Wetland Reserve Easements



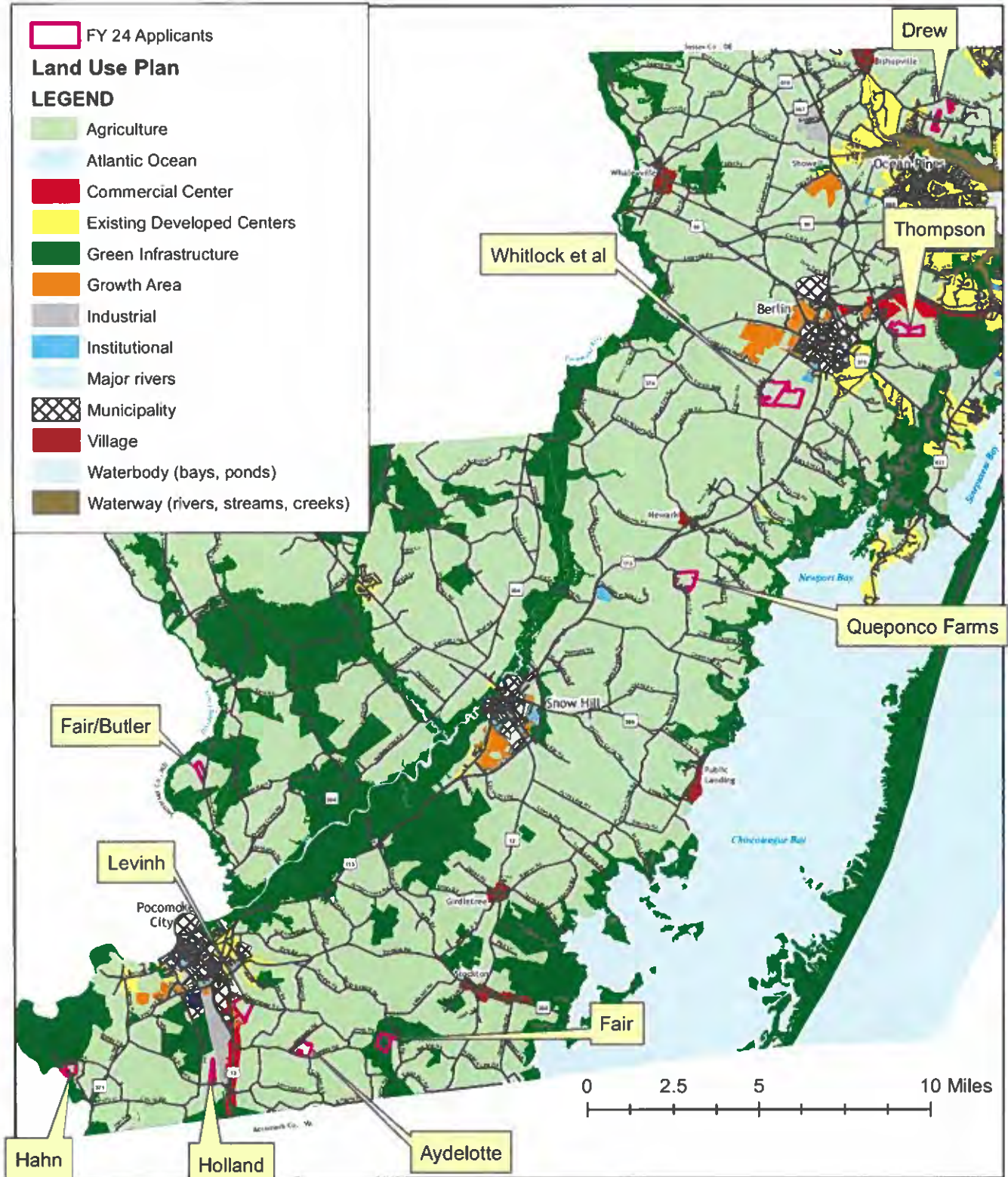
Map prepared 5/16/2023
 Worcester County Dept of Environmental Programs

FY24 MALPF Applicant Properties and Zoning, Worcester County, MD

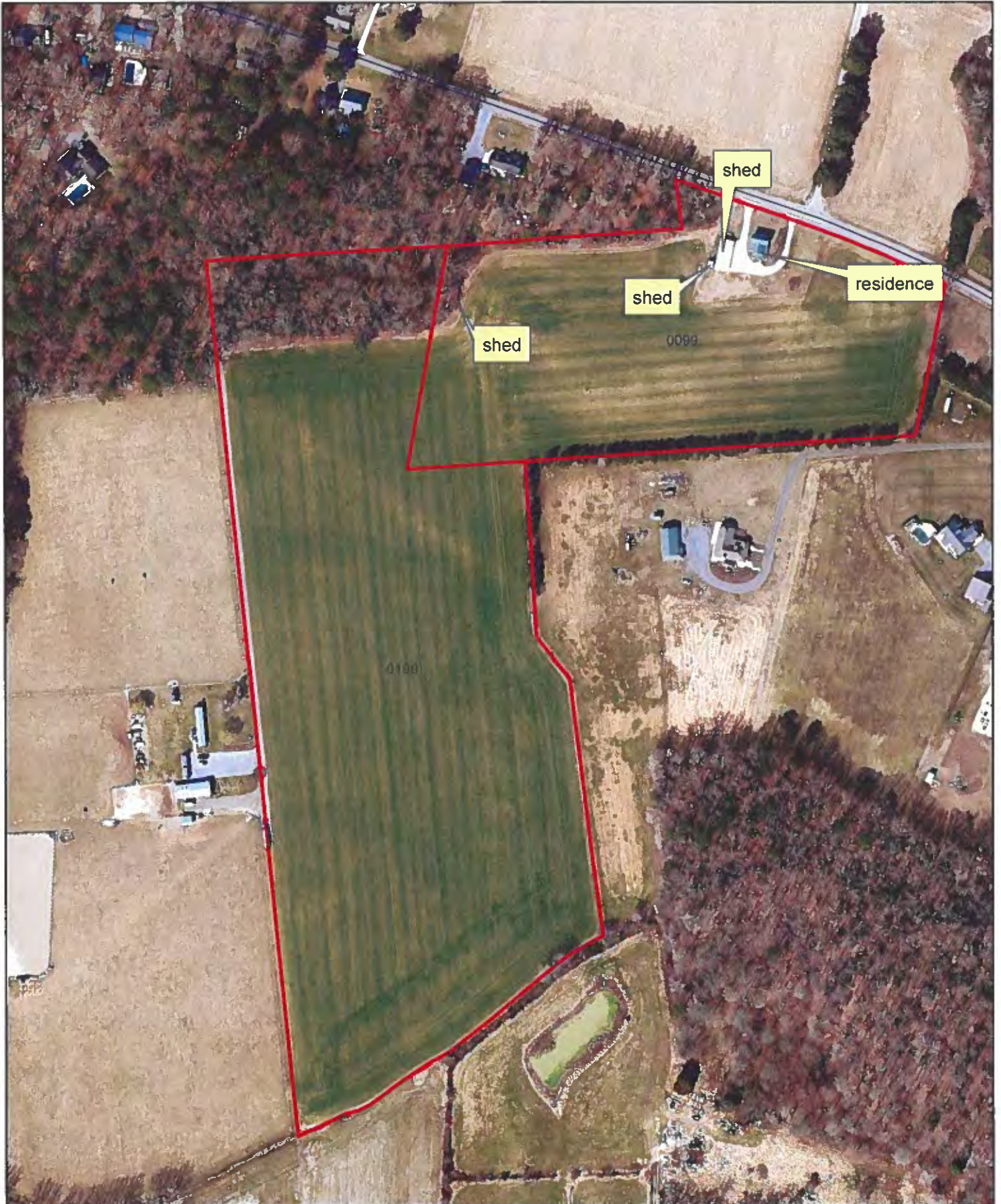


Map prepared 5/17/2023
 Worcester County Dept of Environmental Programs

FY24 MALPF Applicant Properties and 2006 Land Use Plan, Worcester County, MD



Map prepared 5/17/2023
 Worcester County Dept of Environmental Programs



0 0.0275 0.055 0.11 Miles

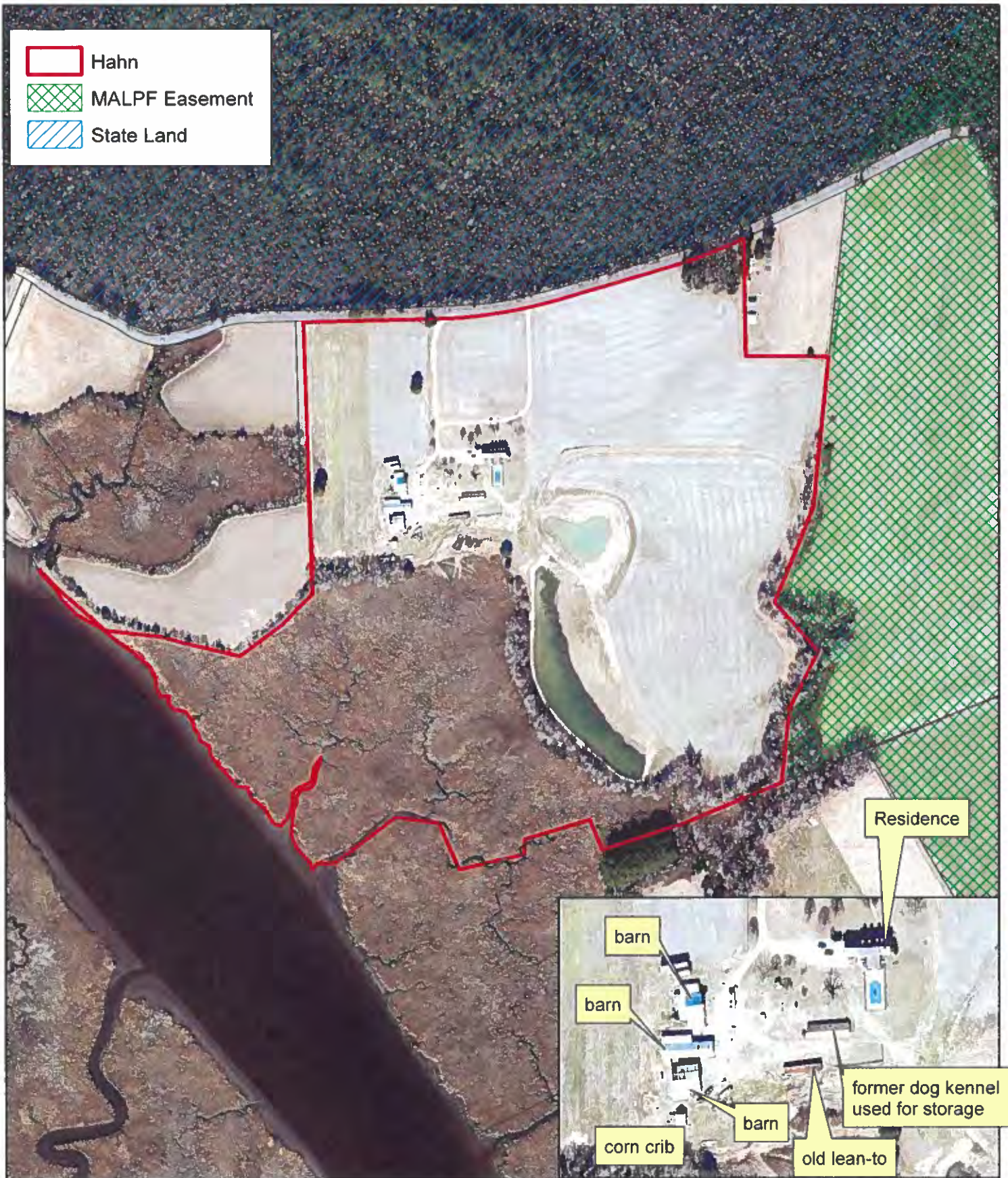


0 0.04 0.08 0.16 Miles

FY24 MALPF Applicant
Hahn, James and Therea
356 Hickory Point Road
TM 90, Parcel 6
70.92 acres

ITEM 17

Soils index: 37.2
66% Class I, II, III

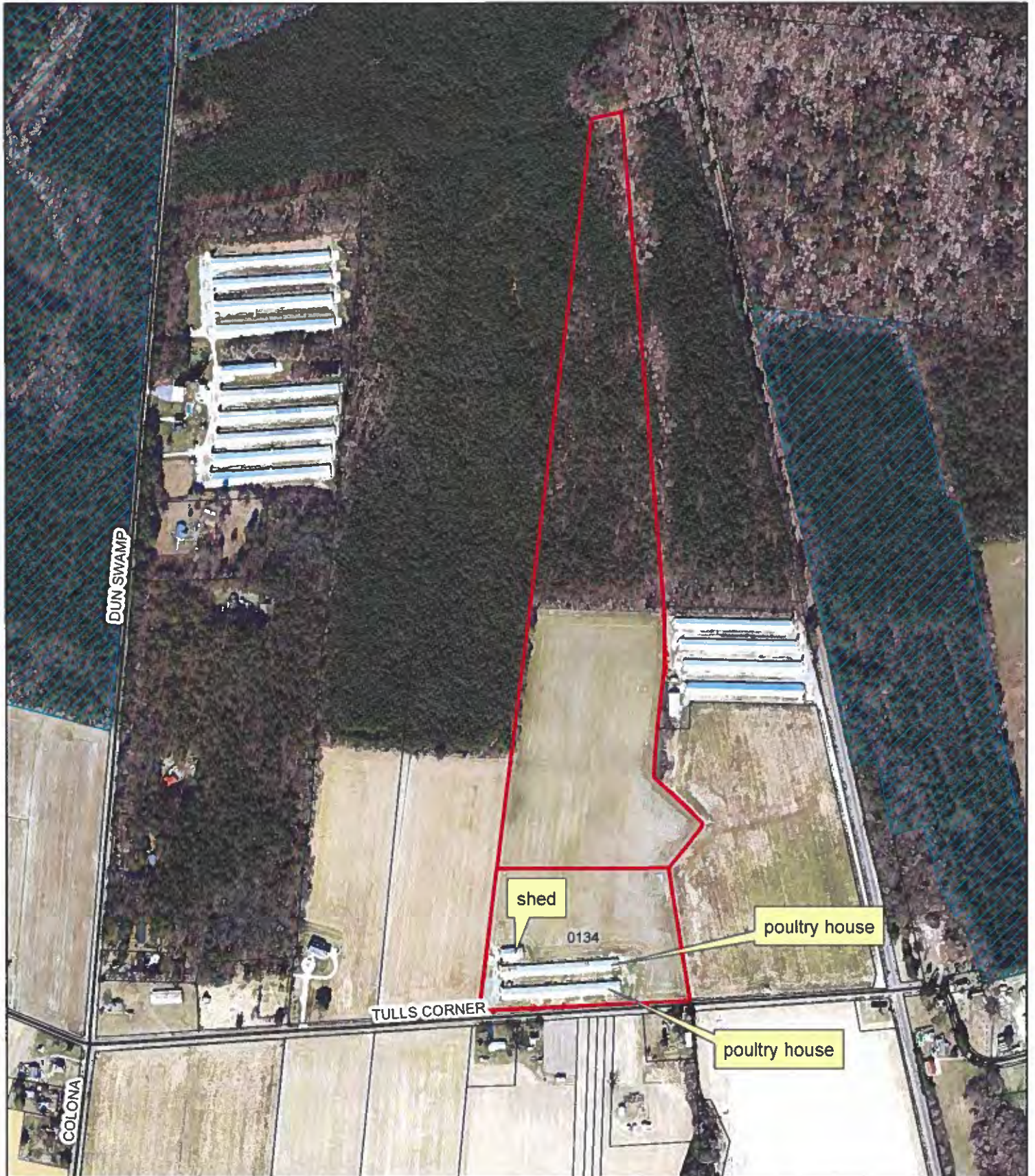


0 0.05 0.1 0.2 Miles

ITEM 17

FY24 MALPF Applicant
Holland, Candy and Mark
Tulls Corner Rd.
Tax Map 100, Parcels 1, 134
51.01 Acres Total

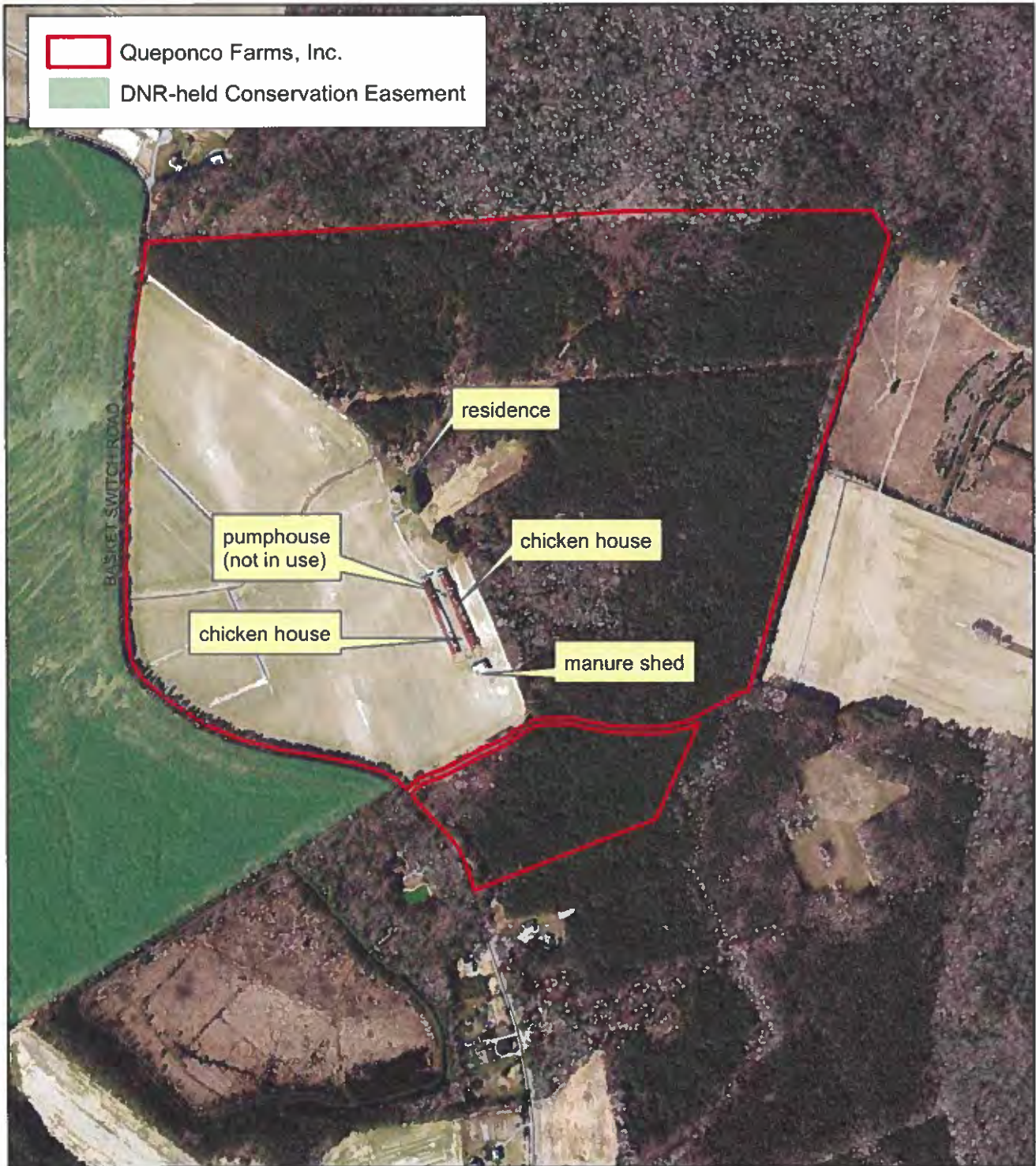
Soil Index: 53.97
80% Class I, II, III



0 0.05 0.1 0.2 Miles

FY24 MALPF Applicant
Queponco Farms, Inc.
6636 Basket Switch Road
TM 49, Parcel 71
187.75 acres

Soils index: 46
83% Class I, II and III soils



0 0.05 0.1 0.2 Miles
|-----|-----|-----|-----|

2022 Aerial Image
Map prepared 5/19/2023

ITEM 17

FY24 MALPF Applicant
Levinh Farm, LLC
Sheephouse Road
Tax Map 92, Parcel 69
144.93 Acres

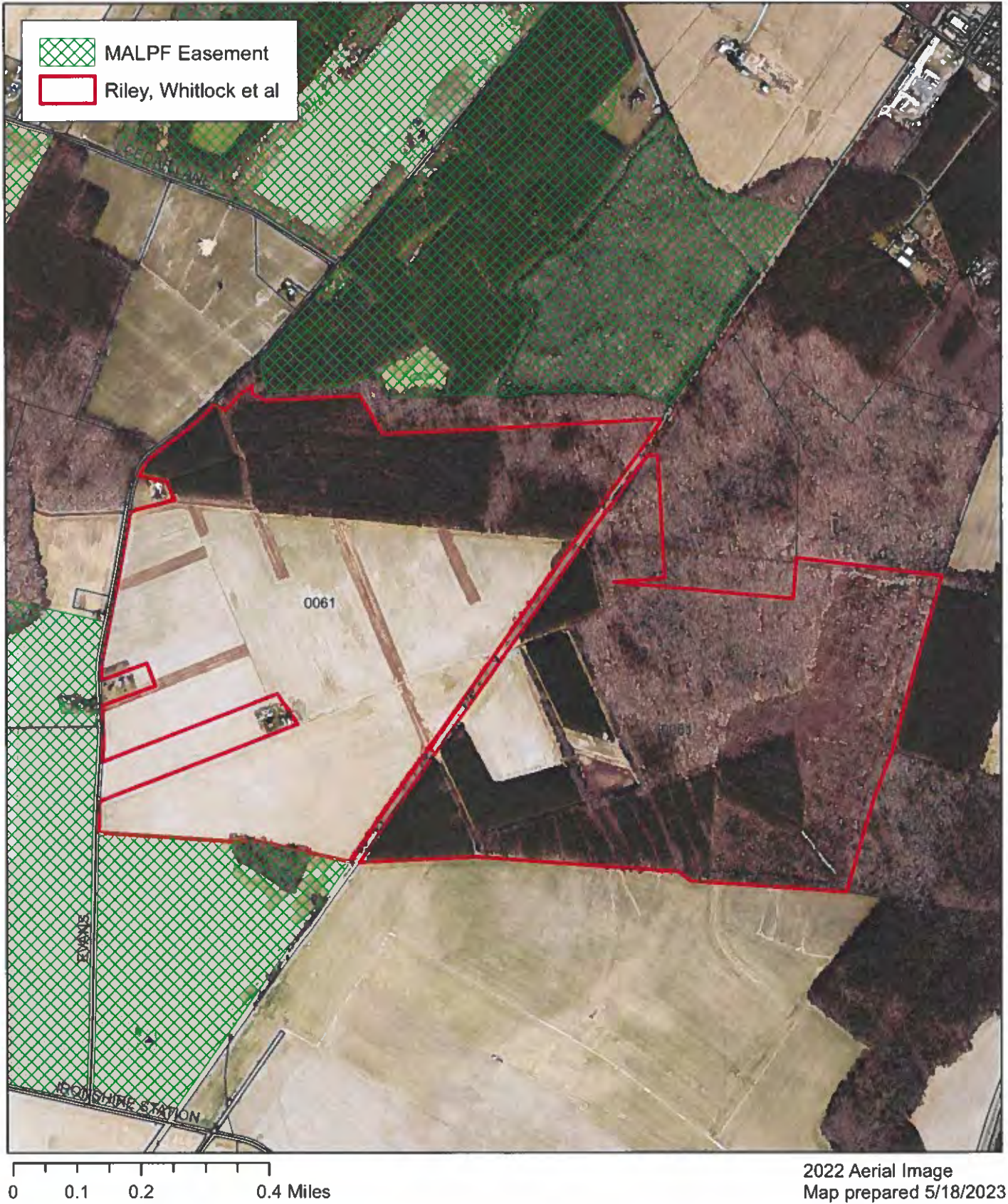
Soil index: 41.6
90% Class I, II, III



ITEM 17

FY24 MALPF Applicant
Riley, Whitlock et al
Evans Road
Tax Map 31, Parcel 61
470.41 Acres

Soil index: 43.83
78% Class I, II, III





WORCESTER SOIL CONSERVATION DISTRICT

304 COMMERCE STREET • SNOW HILL, MD 21863 • PHONE 410-632-5439 (EXTENSION 3)

Date: 05/12/2023

Katherine Munson
Planner V, Natural Resources Division
Worcester Co. Department of Environmental Programs
1 West Market St, Suite 1306
Worcester County Government Center
Snow Hill, MD 21863

Re: TM 10, Parcels 99 and 100, 29.62 acres +/- extraordinary agricultural capability

Dear Ms. Munson,

I am writing to confirm that the above-identified property, for which an application has been submitted to sell an easement to MALPF, meets the category of "extraordinary agricultural capability," as described in COMAR 15.15.01.03.

The property has a soil conservation plan approved by the Worcester County Soil Conservation District, that is being implemented according to a schedule in the plan. The property is located in the A-1 (agricultural) zone, the zone designated by the county for agricultural use and preservation. 100% of the land area consists of USDA Soil Capability Class I, II and III.

If you have further questions on this matter, please do not hesitate to contact me.

Sincerely,

Chelsea B. Tyson
Acting District Manager
Worcester Soil Conservation District
304 Commerce Street,
Snow Hill, MD 21863



WORCESTER SOIL CONSERVATION DISTRICT

304 COMMERCE STREET • SNOW HILL, MD 21863 • PHONE 410-632-5439 (EXTENSION 3)

Date: 05/12/2023

Katherine Munson
Planner V, Natural Resources Division
Worcester Co. Department of Environmental Programs
1 West Market St, Suite 1306
Worcester County Government Center
Snow Hill, MD 21863

Re: TM 10, Parcel 55, 28.48 acres +/- extraordinary agricultural capability

Dear Ms. Munson,

I am writing to confirm that the above-identified property, for which an application has been submitted to sell an easement to MALPF, meets the category of "extraordinary agricultural capability" as described in COMAR 15.15.01.03.

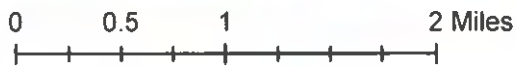
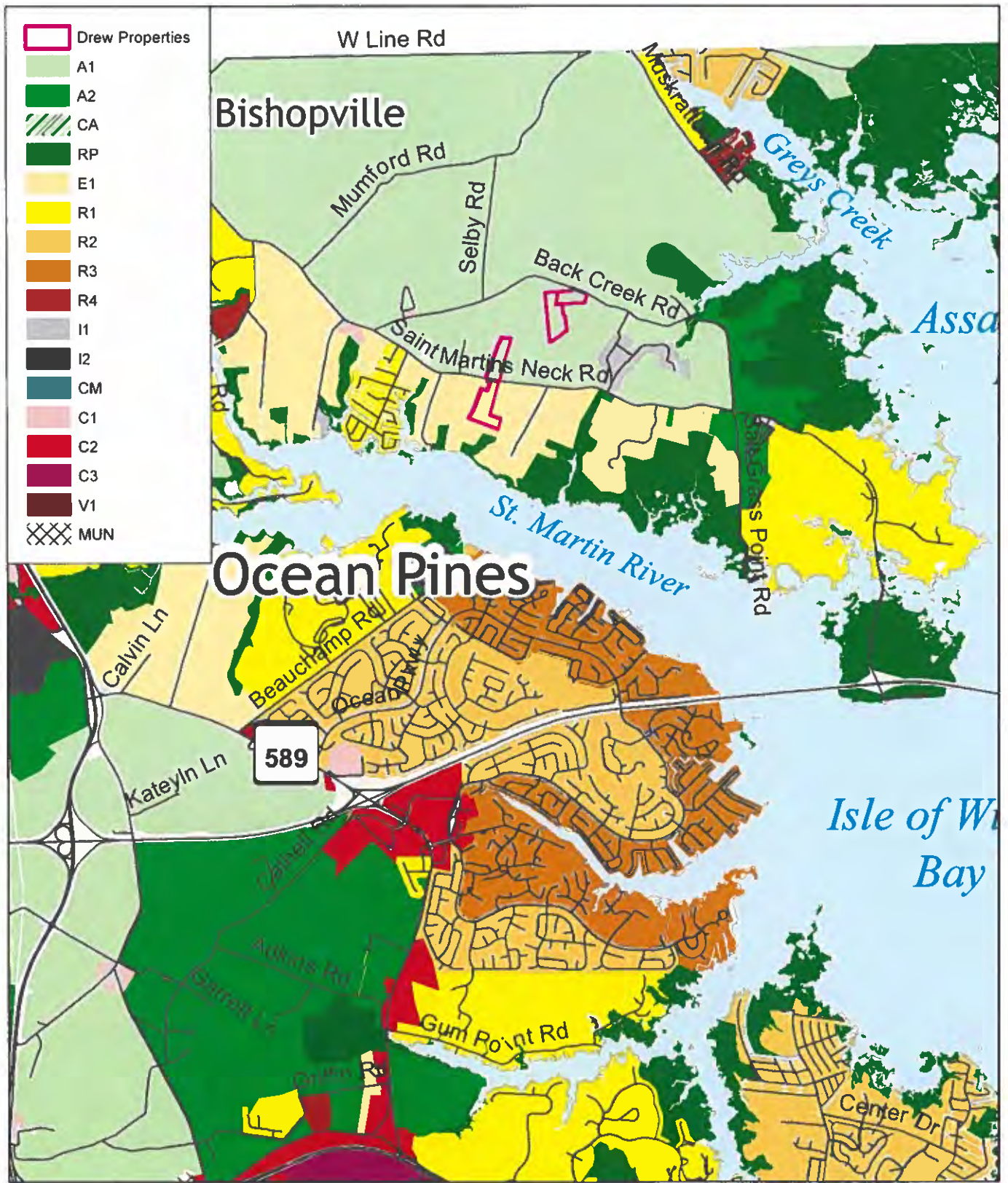
The property has a soil conservation plan approved by the Worcester County Soil Conservation District, that is being implemented according to a schedule in the plan. The property is located in the A-1 (agricultural) zone, the zone designated by the county for agricultural use and preservation. 94% of the land area consists of USDA Soil Capability Class I, II and III.

If you have further questions on this matter, please do not hesitate to contact me.

Sincerely,

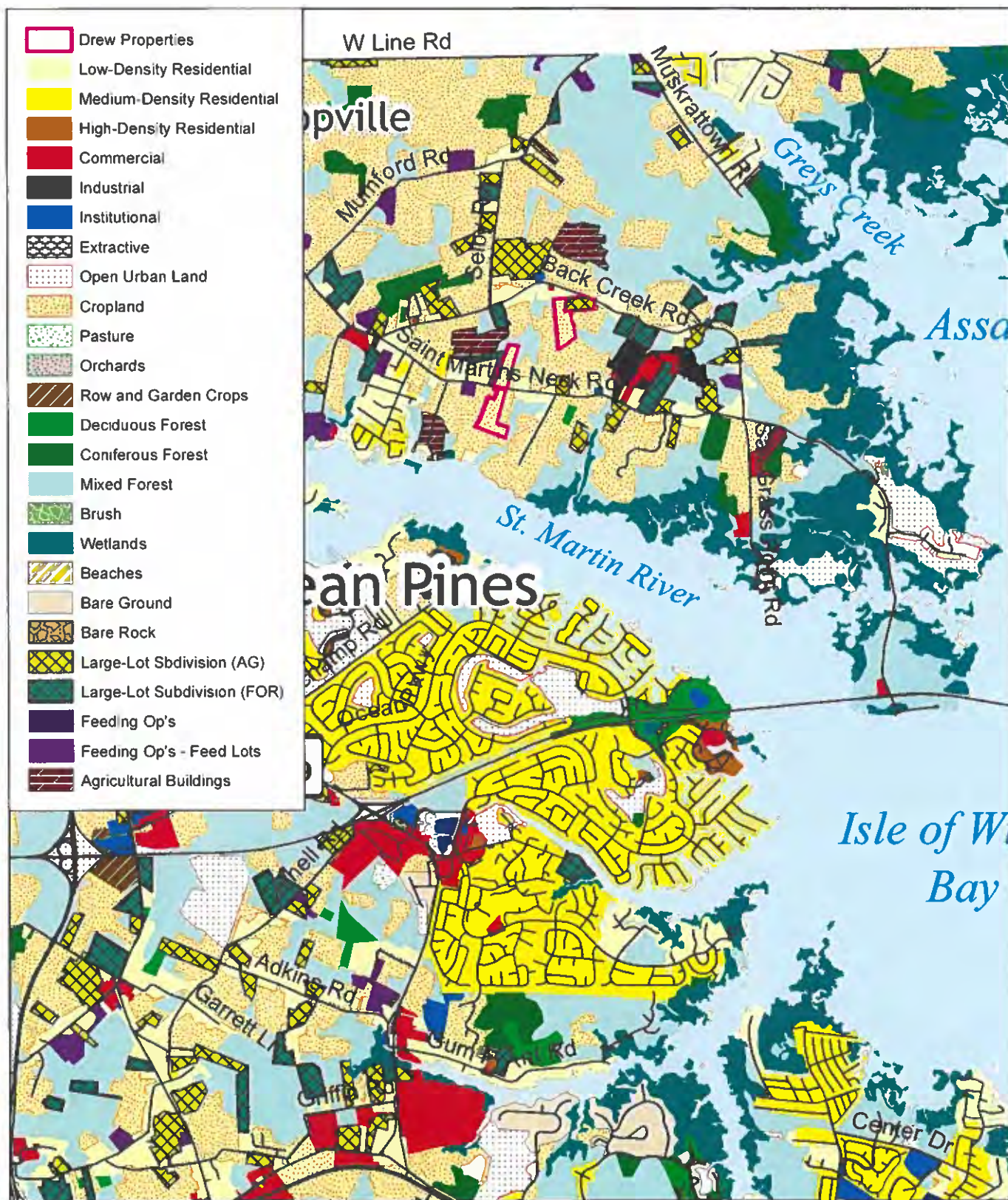
Chelsea B. Tyson
Acting District Manager
Worcester Soil Conservation District
304 Commerce Street,
Snow Hill, MD 21863

Drew Properties and Zoning, Worcester County, MD



Map prepared 6/13/2023
Worcester County Dept of Environmental Programs

Drew Properties and Land Use/Land Cover, Worcester County, MD

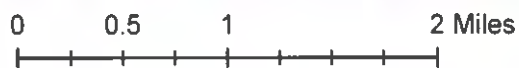
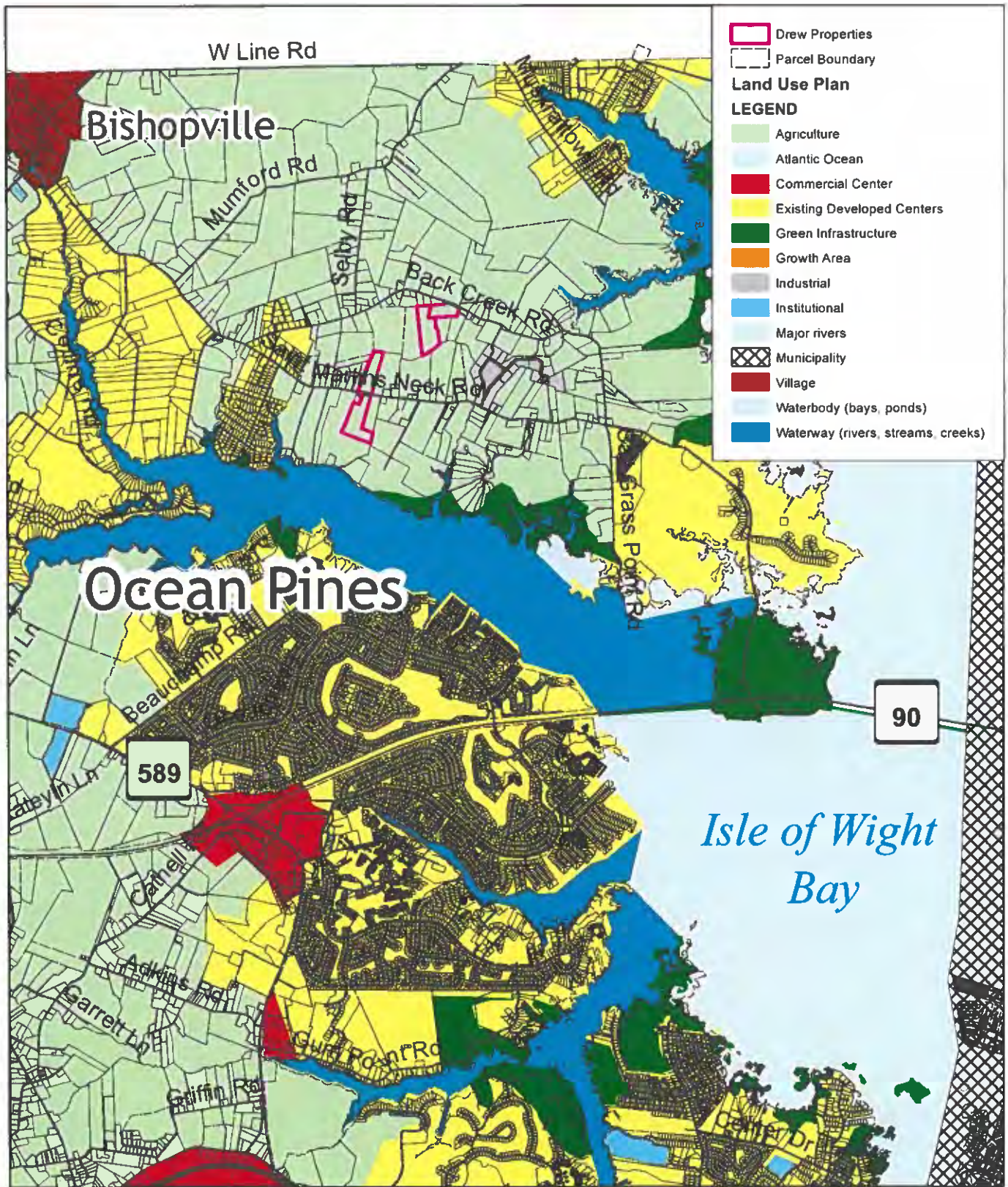


0 0.5 1 2 Miles



Map prepared 6/13/2023
 Worcester County Dept of Environmental Programs
 Data: MDP, 2010

Drew Properties and 2006 Land Use Plan, Worcester County, MD



Map prepared 6/13/2023
Worcester County Dept of Environmental Programs



DEPARTMENT OF
ENVIRONMENTAL PROGRAMS

Worcester County

GOVERNMENT CENTER
ONE WEST MARKET STREET, ROOM 1306
SNOW HILL, MARYLAND 21863
TEL:410 632.1220 / FAX 410.632 2012

LAND PRESERVATION PROGRAMS
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AGRICULTURAL PRESERVATION
ADVISORY BOARD

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

June 13, 2023

Michelle Cable, Executive Director
Maryland Agricultural Land Preservation Foundation
Maryland Department of Agriculture
50 Harry S. Truman Parkway
Annapolis, Maryland 21401

RE: FY24 MALPF Applications: Drew, TM 10, Parcel 55/Drew TM 10, Parcels 99/100

Dear Ms. Cable:

I am writing to communicate the findings of the Worcester County Agricultural Land Preservation Advisory Board regarding the above-noted FY24 MALPF applications at their meeting on June 6, 2023. These two properties are each under 50 acres, and not adjacent to protected land, so were reviewed to ensure they meet the additional standards required. Maps showing the locations of both of these parcels and zoning, land use plan, the land use/land cover of the area, are enclosed.

As background, both properties are in an area of the county containing a high concentration of prime farmland. Many of the farm parcels here are smaller than 50 acres, however due to soils, these farms are highly productive. The area is under development pressure due to its proximity to Ocean City and other developed areas. The board feels strongly that if these parcels were protected they could serve as an "anchor" encouraging other landowners, adjacent and in proximity, to protect their properties as well.

TM 10, P 55; 11539 St. Martins Neck Road, Bishopville; 28.5 acres

This property is on both sides of St. Martin's Neck Road. It is entirely cropland (95% Class I, II, III soils) and is in a soy/corn rotation. There are several agricultural buildings on the parcel as well as a farm house that is rented. The property is adjacent to other farmed parcels.

The Board unanimously recommended forwarding this application to MALPF for consideration because it has extraordinary agricultural capability:

- the soil conservation and water quality plan is in effect (it is being updated currently)
- it has 95% Class I, II , III soils
- the property is located in an area designated for agricultural preservation because it is zoned A-1 (Agricultural) on the northside and E-1 (Estate) on the southside. Estate zoning allows for agricultural use and does not have more development rights than A-1 zoning since the county did not map Tiers.
- it is in close proximity to the other applicant property and to grain mills in Bishop (Worcester County) and Frankford, DE.

and because it is of significant size:

- the property is entirely in cropland (all acres can be actively farmed)-- this amount of cropland is sufficient for a successful farming operation
- the regular shape of the property is conducive to farming despite its smaller size
- the property is of a size to be viable long term due to proximity to other farms and to grain mills
- the extensive road frontage offers excellent opportunity for u-pick and similar agricultural uses

TM 10, P 99/100; 11828 Back Creek Road, Bishopville; 29.6 acres

This property on Back Creek Road is nearly entirely cropland (100% Class I, II, III soils) and is in soy/corn rotation. There are several agricultural buildings on the parcel as well as a farm house that is rented. The property is adjacent to other farmed parcels.

The Board unanimously recommended forwarding this application to MALPF for consideration because it has extraordinary agricultural capability:

- the soil conservation and water quality plan is in effect (it is being updated currently)
- it has 100% Class I, II , III soils
- the property is located in an area designated for agricultural preservation because it is zoned A-1
- it is in close proximity to the other applicant property and to grain mills

and because it is of significant size:

- the property is entirely in cropland (all acres can be actively farmed)-- this amount of cropland is sufficient for a successful farming operation
- the regular shape of the property is conducive to farming despite its smaller size
- the property is of a size to be viable long term due to proximity to other farms, to grain mills

If you have further questions, please contact me. The landowner and I can be present at the MALPF board meeting to answer further questions as needed.

Sincerely,

A handwritten signature in blue ink that reads "Katherine Munson".

Katherine Munson
Planner V

Encl

cc: Sarel Cousins, MALPF

Landowner name	TM	P	Acres	Address	Development Rights to be Extinguished	Lot option selected	% class I, II, III soils	Reapplication
Aydelotte, Ben	92	62	114.4	Aydelotte Road	3	one unrestricted/non-sub	56%	no
Drew, Kathy and Mark	10	55	28.5	11539 St Martins Neck Road, Bishopville	7	one unrestricted	95%	no
Drew, Kathy and Mark	10	99, 100	29.6	11828 Back Creek Road, Bishopville	4	one unrestricted	100%	no
Hahn, Jimmy and Theresa	90	6	71.2	356 Hickory Point Road	4	waive all rights	66%	no
Holland, Mark and Candy	100	1, 134	50.0	Tulls Corner Road	5	waive all rights	80%	no
LeVinh	92	69	144.9	Sheephouse Road	3	one unrestricted/non-sub	90%	Yes (but new owner)
Queponco Farms	49	71	187.8	8636 Basket Switch Road	3	waive all rights	83%	Yes (FY22 and FY23)
Riley, Whitlock et al	31	61	470.4	8720 Evans Road	10	waive all rights	78%	no
Total Acres			1,096.8					

Average Bid/acre (FY20) \$2,662.73
 Average Bid/acre (FY21) \$2,489.67
 Average Bid/acre (FY22) \$2,281.25
 Average Bid/acre (FY23) \$2,675

Average offer/acre (FY 20) \$2,325/acre
 Average offer/acre (FY 21) \$2,680/acre
 Average offer/acre (FY 22) \$2,333/acre
 Average offer/acre (FY23) \$2,200/acre



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

July 05, 2023

TO: The Salisbury Daily Times and The Ocean City Today Group
FROM: Candace Savage, Deputy Chief Administrative Officer
SUBJECT: Worcester County Public Hearing Notice

Please print the attached Public Hearing Notice in The Salisbury Daily Times and Ocean City Digest/Ocean City Today on July 13, 2023, July 20, 2023, and July 27, 2023. Thank you.

NOTICE OF PUBLIC HEARING
FOR LEASE OF SPACE
Worcester County, Maryland

The purpose of this public hearing is to hear comments on leasing approximately four by five feet of floor space in the front lobby of the Government Center located at One West Street, Snow Hill, MD 21863. The proposed lessor is State Employees Credit Union of Maryland (SECU) for the purpose of providing an Automated Teller Machine (ATM). The proposed lease term is five years with zero consideration.

The public hearing will be held on
TUESDAY, August 1, 2023 at 10:35 A.M.
in the Commissioners' Meeting Room, Room 1101 - Government Center
One West Market Street, Snow Hill, Maryland 21863

For additional information, please contact County Administration at (410) 632-1194 or visit the County website at: online at www.co.worcester.md.us.

THE WORCESTER COUNTY COMMISSIONERS



Worcester County

Government Center

Department of Human Resources

One West Market Street, Room 1301

Snow Hill, Maryland 21863-1213

410-632-0090

Fax: 410-632-5614

STACEY E. NORTON
Human Resources Director

PAT WALLS
Deputy Director

To: Weston Young, Chief Administrative Officer
From: Stacey Norton, Human Resources Director
Date: June 25, 2023
Subject: **Request for a Public Hearing to Lease Space to SECU for an ATM in the front lobby of the Government Center**

We are requesting a Public Hearing on August 1, 2023 to hear public comments on leasing approximately four by five feet of floor space in the front lobby of the Government Center to be used for the purpose of operating and maintaining a State Employees Credit Union of Maryland (SECU) Automated Teller Machine (ATM). This ATM will be a cash dispenser only and will not accept deposits.

The closest SECU location is in Salisbury. There are 132 county employees with an account at SECU. There are also state employees in Snow Hill that would be able to use the ATM.

This will be a 5-year lease that can be renewed at two-year increments.

There will be no rent payment as this is a convenience for our employees and local State employees.

We will advertise once a week for 3 successive weeks in at least one newspaper of general circulation in the county and shall include the terms of the lease and give opportunity for objections.

Thank you for your consideration.

Attachment

Lease Agreement

This Agreement made on _____, is between State Employees Credit Union of Maryland, Incorporated (herein referred to as the "Lessee" or "SECU") and _____ (Herein referred to as _____ or the "Lessor").

Lessee Information:

Name: State Employees Credit Union of Maryland, Incorporated (SECU of MD)
Address: 971 Corporate Boulevard, Linthicum, Maryland 21090
Operations Contacts:
Maryjo Pierorazio (Operations Manager) 410-487-7611
Market Contact:
Erik Schwink (AVP, Virtual Engagement) 410-487-7710

Lessor Information:

Name:
Address:
Contact Person:
Telephone:

1. Lessor demises and leases unto Lessee the premises located within the Worcester County Government Center as shown on the attached drawing in Exhibit A, incorporated herein (the "premises").
2. The premises contain approximately four by five feet of floor space to be used for the purpose of operating and maintaining a SECU Automated Teller Machine (ATM), currently which will be a cash dispenser (i.e., it does not accept deposits), which may be updated and upgraded by SECU in its sole discretion, including to provide new and/or enhanced services with notice to Lessor. The ATM clearances will be as specified in the attached Exhibit B, incorporated herein.
3. The term of this lease is for five years commencing when the ATM is installed and operating, with two-year renewal options. Options are automatically exercised for five additional renewal terms of two-years each, unless Lessee or Lessor provides written notice to the contrary at least thirty days prior to the end of the then current term. Nothing herein shall confer upon the Lessee any right to remain on the premises beyond termination, except with the consent of the Lessor. In the event that Lessor fails to acquire all governmental permits needed for Lessee to operate an ATM at the premises within ninety days after the date hereof (other than approvals from the DLLR, which are Lessee's responsibility to obtain), Lessee shall have the right to terminate this Lease upon written notification to Lessor. This section is subject to section 29.
4. Plans for all work performed by Lessee shall be submitted to Lessor for review and written approval, which approval shall include the right to bolt the ATM to the premises and which shall not be unreasonably withheld, conditioned or delayed and which shall be deemed granted if not reasonably disapproved (with supporting detail) within ten (10) business days following submissions. Lessor will bear all costs of preparing the site for installation of the ATM: ensuring

that the floor upon which the ATM rests is properly constructed, and any ATM site preparation work and associated permits. All costs for the actual installation and operation of the ATM, including but not limited to purchase or leasing of the ATM, design, construction, installation, maintenance and repair of the ATM is the responsibility of the Lessee. Lessee shall use all reasonable and good faith efforts to see that, upon receipt of possession of the premises is the condition described above and receipt of all permits required for the installation and operation of the ATM, installation is completed as soon as possible and with as little disruption to the premises as possible. Lessor is responsible for ensuring that access to the premises and ATM shall, throughout the term of this lease comply with all laws and regulations, including, without limitation, the Americans with Disabilities Act and its implementing regulations and comparable federal, state and local access laws (as may be amended from time to time) provided that Lessee is responsible for compliance of the ATM with such laws and regulations as applicable to the ATM functionality and size/appearance. Lessee's expense will be limited to installing, operating and repairing the ATM. There will be no rent payment, nor will Lessee be responsible for utility charges. If Lessor requests that the ATM be moved to another location within the premises suitable to Lessee, Lessor will be responsible for related costs.

5. Lessee shall be solely responsible for the security of the ATM (but not of ATM customers and invitees, who use the ATM at their sole risk) and shall institute, at a minimum, an alarm system which monitors the security integrity of its freestanding ATM which shall notify a central alarm monitoring office of a security breach (currently accessible by calling 410-777-1818) which shall in turn notify the Lessor's Police Department. Lessor shall provide commercially reasonable building and premise security.
6. It is understood and agreed that the Lessor shall not be liable for loss of or damage to the ATM installed pursuant to this agreement, unless and to the extent resulting from the gross negligence or willful misconduct of Lessor or its employees, agents or contractors.
7. This lease shall be interpreted according to the laws of the State of Maryland.
8. Lessor shall not be liable to Lessee for damages because of any interruption in utility services and Lessee shall not be entitled to claim a constructive eviction due to such interruption; but Lessor shall proceed with reasonable diligence to restore such service to the extent that it is within Lessor's control to do so.
9. At the termination of this lease, Lessee shall retain title to and full rights to the possession of the ATM. Lessee shall at that time, remove the ATM equipment/device at Lessee's expense and shall refrain from damaging any of Lessor's property. Lessee shall not cut or drill into, or secure any fixtures, apparatus or equipment of any kind to, any part of the premises, other than bolting the ATM to the premises in connection with the initial installation of the ATM, without Lessor's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed. Before undertaking any alterations permitted hereunder or consented to by Lessor, Lessee shall obtain and furnish to Lessor evidence of insurance to cover liabilities incurred in connection with any work undertaken by Lessee.
10. Lessee shall promptly comply with all laws, rules, regulations, requirements and recommendations of governmental and public authorities and of the local board of fire underwriters rating bureau or other fire insurance rating organization for the area in which the Lessee's and Lessor's insurers, pertaining to the premises or the use and occupancy thereof, or

to fire preventive, warning and extinguishing apparatus only to the extent applicable to the ATM. Lessee shall not do or suffer to be done, or keep or suffer to be kept, anything in or about the premises which will contravene any of Lessee's or Lessor's insurance policies on the improvement or premises, or any part thereof (including without limitation fire, casualty, liability insurance) or which will prevent Lessee or Lessor from procuring such policies in companies reasonably acceptable to Lessee or Lessor, as applicable, or which will impair Lessee's or Lessor's right to collect on any insurance policy; and if anything done, omitted to be done or suffered to be done by Lessee or kept, or suffered by Lessee to be kept in or about the premises shall cause the rate of any such insurance on the improvements or on any part thereof to increase or shall cause any policy of Lessor to be canceled or result in the disturbance of any insurance recovery, then Lessee will, at Lessee's option, pay the increase in premium promptly upon Lessor's demand or terminate this Lease and promptly remove the ATM.

11. If any mechanic's or other lien is filed against improvements to the premises or any part thereof by reason of any labor, material or service furnished or alleged to have been furnished to Lessee, or for any change, alteration, addition or repair to the premises made by or by reason of any other act of omission by Lessee, its employees, agents or contractors, Lessee shall cause such lien to be released of record by payment, bond or otherwise as allowed by law, at Lessee's expense within thirty (30) days after Lessee's receipt of written notice of the filing thereof; and Lessee shall at its expense defend any proceeding for the enforcement of any such lien, discharge any judgment thereon and save Lessor harmless from all losses and expenses resulting therefrom. Lessor may elect to participate in such proceeding at its cost.
12. Lessee shall defend, indemnify, and save Lessor harmless from and against any and all third party claims, actions, demands, damages, liabilities, and expenses to the extent allowed for under Maryland law for injury to the property of others and or death of persons (with the exception of negligence or direct actions on the part of the Lessor or its employees, agents or contractors), which is caused by or arises out of or in connection with Lessee's use of the premises in violation of the provisions of this Lease, or any act or omission of Lessee, its employees, servants, or contractors, or breach by Lessee of any term, covenant, or condition of this Lease to be performed or observed by Lessee. Lessor shall defend, indemnify, and save Lessee harmless from and against losses, costs, expenses, and liabilities arising out of and/or related to the Lessor's (or its agents' or employees') gross negligence, willful misconduct, or breach of the terms of this Lease. In no event shall either Lessor or Lessee be liable for indirect, consequential, punitive, or other speculative damages, or lost profits – even if advised they could occur.
13. Throughout the term, Lessee shall, at its expense, maintain comprehensive general public liability insurance covering personal injury and property damage occurring on the premises, which shall include Lessor and Lessee as named insured and shall include contractual indemnity coverage. Such policy shall have liability limits of one million dollars per occurrence for bodily injury or death, property damage or personal injury arising out of the premises; and such policies shall be written on an occurrence basis.
14. Prior to the beginning of the term, Lessee shall deliver to Lessor certificates evidencing the insurance policies required to be carried under this agreement bearing a notification by the insurer or its agent that the premium has been paid. At least thirty days prior to the expiration of any policy term. Lessee shall deliver to Lessor renewal certificates of each policy bearing a notation that the renewal premium has been paid.

15. Lessee shall be responsible for obtaining all permits and approvals required by the DLLR and respecting Lessee's use and occupancy of the premises, and shall pay all privilege charges, occupancy permit fees, license fees or other charges or taxes which are imposed on Lessee with respect to Lessee's business activities at the premises.
16. Lessor shall not be liable to Lessee for damage to any of Lessee's trade fixtures, merchandise or other personal property in the premises from any cause (with the exception of negligence on the part of or actions of the Lessor or its employees, agents or contractors, or of any other invitee of Lessor).
17. Subject to Lessee's reasonable security requirements, Lessor and its representatives may, after twenty-four hours' notice to Lessee (or without notice in the event of an emergency), inspect the premises to make repairs and bring upon the premises all things necessary to perform any work done in the premises pursuant to this paragraph. Nothing herein shall be deemed or construed to impose upon Lessor any obligation or responsibility for the care, maintenance or repair of the premises, except as otherwise provided in the lease. Any work performed by Lessor shall be completed expeditiously and subject to Lessee's reasonable security procedures.
18. All notices from either party to the other under this lease shall be sent by nationally recognized overnight courier. Whenever in this Lease reference is made to a notice to be given, such notice shall be deemed to be given three business days after being sent by nationally recognized overnight courier, or upon delivery as confirmed by such nationally recognized overnight courier. Notices to Lessor shall be addressed to Worcester County Commissioners, 1 West Market Street, Room 1103, Snow Hill, MD 21863. Notices to Lessee shall be addressed to: Operations Department, SECU Credit Union, 971 Corporate Boulevard, Linthicum, Maryland 21090 either party may from time to time designate a different address to receive notices, by giving the other party notice of the change of address in the manner above specified.
19. If any transfer of Lessee's interest in the premises created by this lease shall be made under execution or similar legal process, or if a petition is filed by or against Lessee to adjudicate Lessee as bankrupt or insolvent under any federal or state law, or if a receiver or trustee shall be appointed for Lessee's business or property and such appointment is not vacated within ten days, or if a petition is filed by or against Lessee under any provision of federal or state law for a corporate reorganization of Lessee or an arrangement with its creditors, or if Lessee makes an assignment or deed of trust for the benefit of its creditors, or if in any other manner Lessee's interest under this lease shall pass to another by operation of law, then, in any of said events Lessee shall be deemed to have committed a material breach of this lease, and Lessor may, at its option, terminate this lease; but, notwithstanding such termination, Lessee shall remain liable for all damages which may be due at the time of such termination. As used in this section the word "Lessee" includes any guarantor of Lessee's obligations under this lease.
20. If Lessee defaults in the performance or observance of any other term covenant or condition of this lease on its part to be performed or observed and does not commence to rectify such default within fifteen days after written notice thereof or does not thereafter diligently complete the rectification thereof; or if Lessee vacates or abandons the premises without first terminating this lease as provided for herein, then, in any of such events, Lessor may, at its option, terminate this lease with process of law; and reenter the premises in the aforesaid manner. Notwithstanding any other provision of this Lease to the contrary, Lessee's personal property shall include all cash and securities, computer servers, software, intellectual property

and other personal property which could reasonably be expected to contain customer information and which may be subject to federal regulations as to ownership, possession, storage, disposal and handling (collectively, the "Protected Items") Lessor hereby waives any lien it has against the ATM and the Protected Items. It is expressly acknowledged and agreed that Lessee is the sole owner of the ATM and the Protected Items.

21. It shall be a default by Lessor hereunder if Lessor fails to comply with its obligations stated in this Lease. In connection with a material breach of this lease by Lessor hereunder, Lessee may terminate this Lease, without penalty or on-going liability, by written notice to Lessor.
22. The waiver by Lessor or Lessee of any breach of this lease shall not constitute a waiver of the covenant, term or condition breached or of any subsequent breach of the same or any other covenant, term or condition of this lease. Whenever any provision of this lease requires Lessor's consent to any act or conduct of Lessee, such provision shall be construed to mean Lessor's written, and such consent shall not be unreasonably withheld, conditioned or delayed; and knowledge of or acquiescence by Lessor in any such act or conduct shall not be deemed a waiver of the requirement for written consent. The finally prevailing party in any litigation shall be entitled to recover its reasonable, out-of-pocket legal fees and court costs.
23. This lease and the covenants, terms and conditions herein contained shall inure to the benefit of and be binding upon Lessor, its successors, and assigns, and shall be binding upon and inure to the benefit of Lessee and its permitted successors and assigns.
24. As used herein the term "Lessee" includes its successors, whether by merger, acquisition of assets, or otherwise. Further, Lessee shall have the right to assign this Lease or sublease the premises, only with Lessor's prior written consent, and such consent shall not be unreasonably withheld, conditioned or delayed, to any other financial institution that operates at least three other ATMs in Worcester County, Maryland.
25. If Lessor transfers its estate in the premises, Lessor shall thereafter be relieved of all obligations of Lessor expressed in this lease or implied by law accruing on and after the date of such transfer; provided, however, that Lessor will remain responsible for any obligations accruing for the benefit of Lessee prior to the date of such transfer. Upon written notice to Lessor, Lessor shall be obligated to rectify the default of which it was so notified notwithstanding any such transfer or lease of the premises.
26. Upon observing and performing all of the covenants, conditions and provisions on Lessee's part to be observed and performed hereunder, Lessee shall have quiet possession of the premises for the Term, including all renewals thereof.
27. This lease contains the final agreement between the parties hereto. Lessor has no obligation not expressly set forth herein and neither party shall be bound by any promises or representations not contained herein.
28. Notwithstanding any other provision of this Lease to the contrary, Lessor and Lessee shall have the right to terminate this Lease, without penalty or on-going liability at any time by giving the other party at least thirty (30) days' written notice prior to the desired termination date.
29. This Lease may be amended, but only in writing, signed and executed with all the formalities and

signatures with which this agreement is signed and executed.

30. The waiver at any time by the Lessor or Lessee of any particular covenant or condition of the lease shall extend to the particular manner specified and such waiver shall not be construed or understood as waiving any further or other rights.

[Signatures on Following Page]

[Signature Page – Lease Agreement]

LESSEE: State Employees Credit Union of Maryland, Incorporated

By: _____ (Seal)

Title: _____

Witness

By: _____ (Seal)

LESSOR: County Commissioners of Worcester County, Maryland

By: _____ (Seal)

Title: _____

Witness

By: _____ (Seal)

Exhibit A: Location of ATM.

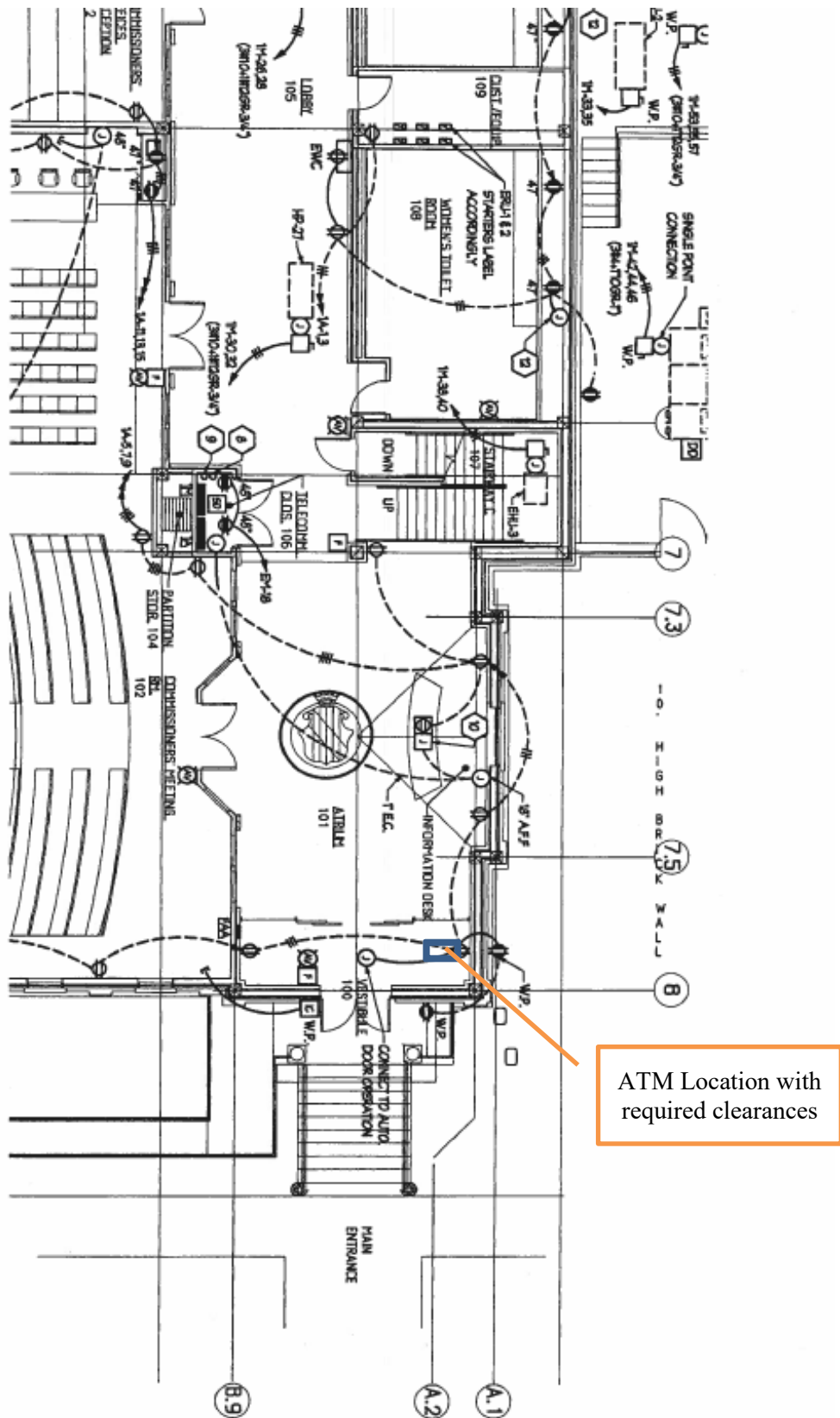
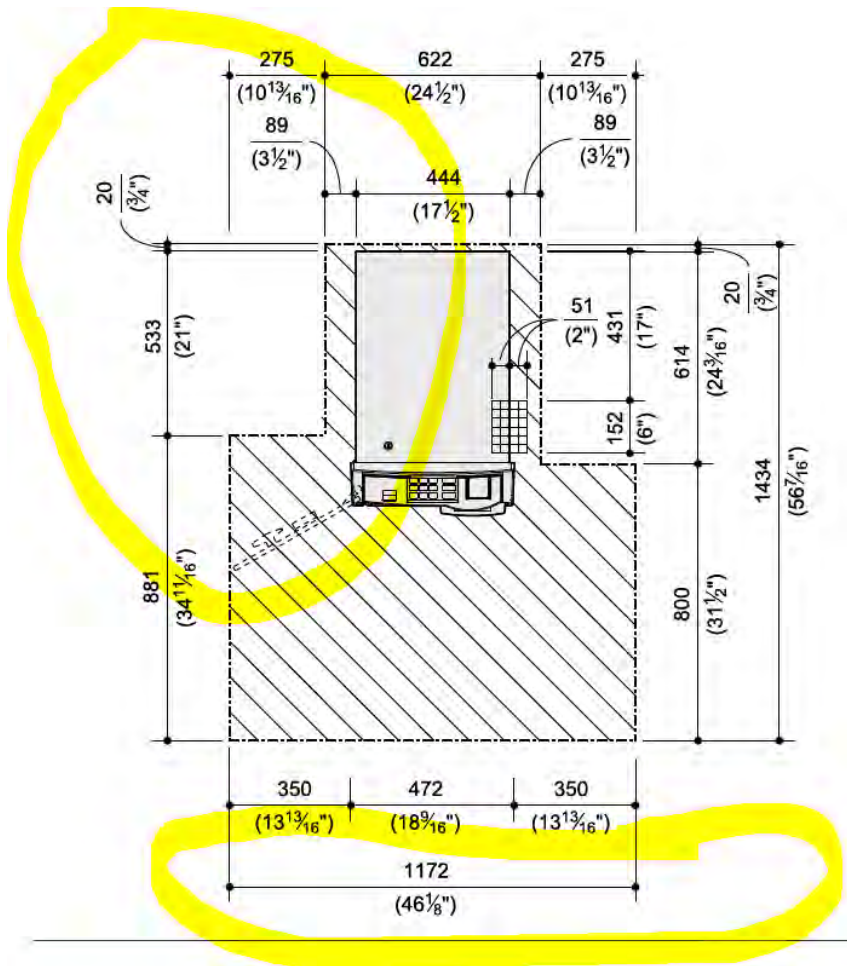


Exhibit B: Clearances must be maintained for operations of ATM. Any conflict to be resolved by Landlord.



Fire extinguisher relocation and/or clearances to be addressed by Landlord

ATM Location with required clearances shown above



CITY OF

POCOMOKE CITY

The Friendliest Town on the Eastern Shore

July 26, 2023

Worcester County Commissioners
1 W Market St
#1103
Snow Hill, MD 21863

MAYOR
TODD J. NOCK

CITY COUNCIL

C. ESTHER TROAST
First Vice President

DIANE DOWNING
Second Vice President

R. SCOTT HOLLAND

MONDA MARSH

CITY CLERK
K. MICHELLE BECKETT

Dear Worcester County Officials,

Please accept this letter as an update to the City's July 8, correspondence. Since that time, there have been developments to share. On Monday, July 17, the City Attorney once again spoke with the Office of the Attorney General (OAG) regarding the armory.

The OAG confirmed that the City can demolish the building without triggering the reverter. Further, the OAG once again stated that the City cannot sell, donate or transfer the armory property. As the City moves forward in its continued utilization of the property for public use, the City needs to first demolish the building. The City is requesting full funding of \$295,000 to demolish the Willow Street properties as well as the armory.

The City received bids for this work and awarded contracts in March 2023. The contractors are ready to proceed. We look forward to your positive response and the opportunity to work together for the betterment of Pocomoke City. Should you require any additional information or have any questions, please do not hesitate to contact me.

Sincerely,

Mayor, Pocomoke City, Md

MORTGAGE

THIS MORTGAGE is dated _____, 2023 and is between **Pocomoke City, Maryland**, a body politic of the State of Maryland (“Mortgagor”) and the **County Commissioners of Worcester County, Maryland**, a body politic of the State of Maryland (“Mortgagee”).

Mortgagor owes Mortgagee **\$295,000** for money lent on the security of real property for which sum Mortgagor has executed and delivered to Mortgagee its promissory note in the same amount. The principal being payable in consecutive yearly installments of **\$19,667** on January 2 of each year beginning on January 2 of the year following the acceptance of the principal sum, until the entire indebtedness is paid, except that any remaining indebtedness, if not paid sooner, will be payable on the January 2 of the fifteenth year after acceptance of the funds.

IN CONSIDERATION of the covenants contained, Mortgagor grants unto Mortgagee and his heirs and assigns, in fee simple all that parcel of land lying and being in the Pocomoke City, Worcester County, Maryland and being more particularly described as follows:

- a. 124 Willow Street, Pocomoke City, MD.
- b. 128 Willow Street, Pocomoke City, MD.
- c. 130 Willow Street, Pocomoke City, MD.
- d. 300 Second Street, Pocomoke City, MD (Armory building).

AND BEING all the same property conveyed unto Pocomoke City, Maryland by deeds recorded among the Land Records of Worcester County, Maryland in Liber No. 8384, Folio 184, Liber No. 8384, Folio 188, and Liber No. 292, Folio 251.

The indebtedness secured represents money advanced as a part of a loan for demolition of structures located on the above-described property in Pocomoke City.

Mortgagor has the right to prepay the principal amount outstanding in whole or in part. Mortgagee may require that any partial prepayment must be made on the date yearly installments are due and must be in the amount of that part of one or more installments which would be applicable to principal. Any partial prepayment will be applied against the principal amount outstanding and will

not extend or postpone the due date of any subsequent yearly installments, unless the Mortgagee otherwise agrees in writing.

TOGETHER WITH the buildings and improvements on the property and all related rights, ways, privileges, and appurtenances.

TO HAVE AND TO HOLD the above described premises unto the proper use and benefit of Mortgagee.

PROVIDED, that if the Mortgagor pays to the Mortgagee the principal debt and all charges as they become due, and perform all the covenants in this mortgage, then this mortgage will be void.

AND the Mortgagor covenants with the Mortgagee as follows:

1. To repay the principal sum.
2. To comply promptly with all laws, ordinances, and regulations affecting the premises.
3. To pay all taxes and assessments, public debts, and charges of every kind on the mortgaged property when due.
4. To no allow waste, impairment, or deterioration of the property except to the extent that the erected building and the improved curtilage thereof maybe demolished.
5. That upon a default of this mortgage, the Mortgagee is entitled, without notice to the Mortgagor, to the immediate appointment of a receiver of the property conveyed, without regard to the adequacy or inadequacy of the property as security for the mortgage debt. Upon any default, the rents and benefits of property are assigned to the Mortgagee as additional security.
6. If title to the mortgaged property be acquired by any person other than the Mortgagor, by voluntary or involuntary grant or assignment, or in any other manner without the Mortgagee's written consent or should it encumbered by the Mortgagor without the Mortgagee's written consent, then the whole of the indebtedness will be immediately due and demandable as provided.

AND it is agreed that until default be made in the premises Mortgagor will possess the property. But upon default, then the entire mortgage debt will be deemed due, and it will be lawful for the Mortgagee, its attorney, or agent, at any time after default, to sell the property mortgaged, or so much it as may be

necessary, to satisfy, and pay the debt, interest, and all costs incurred in making the sale, and to grant the property to the purchaser. The sale will be made in accordance with the provisions of the Real Property Article of the Maryland Code and the Maryland Rules or of any other general or local laws of the State of Maryland relating to mortgages. In the event of a sale of the property, the proceeds arising from the sale apply as follows: first to the payment of all expenses incident to such sale, including a fee of \$500 and a commission to the party making the sale of the property equal to the commission allowed trustees for making sale of property by virtue of a decree of court having equity jurisdiction in the State of Maryland; second to the payment of all claims of the Mortgagee, whether matured or not, and the surplus, if any there be, will be paid to the Mortgagor. If proceedings are commenced for the sale of the property and a settlement of the indebtedness is made after proceedings commence and before sale, the Mortgagor covenants to pay all expenses incurred up to the day of settlement, including advertisement, a reasonable attorney's fee, court costs, and one-half of the commissions provided for, as if the sale had been completed. No proceedings began under the powers in this mortgage will be stopped or stayed until all fees, costs, and commissions have been paid.

THE Mortgagor covenants that it will warrant specially the property conveyed, that it will execute such further assurances as may be needed, and that there are no prior liens against the above-described property.

_____(Seal)
John Psota, City Manager
Pocomoke City, Maryland

_____(Seal)
Todd Nock, Mayor
Pocomoke City, Maryland

State of Maryland County of Worcester

On this _____ day of _____, 2023, before me, the undersigned officer, personally appeared John Psota on behalf of Pocomoke City, Maryland, and that he, as City Manager, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as City Manager.

In witness whereof I hereunto set my hand and official seal.

Notary Public
My commission expires _____

State of Maryland County of Worcester

On this _____ day of _____, 2023, before me, the undersigned officer, personally appeared Todd Nock on behalf of Pocomoke City, Maryland, and that he, as Mayor, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Mayor.

In witness whereof I hereunto set my hand and official seal.

Notary Public
My commission expires _____

THIS INSTRUMENT CONTAINS A CONFESSION OF JUDGMENT PROVISION WHICH IS A WAIVER OF IMPORTANT RIGHTS YOU MAY HAVE AS A DEBTOR AND ALLOWS THE LENDER TO OBTAIN A JUDGMENT AGAINST YOU WITHOUT ANY FURTHER NOTICE.

PROMMISSORY AND CONFESSED JUDGMENT NOTE

Amount: US \$295,000

Date: July 27, 2023

For Value Received, **Pocomoke City, Maryland** (“Borrower”) promises to pay the **County Commissioners of Worcester County, Maryland**, a body politic of the State of Maryland or order, the principal sum of \$295,000 with 0% interest on the unpaid principal balance from the date of this Note, until paid. Principal shall be payable at 1 West Market St., Room 1103, Snow Hill, Maryland, or such other place as the note holder may designate, in consecutive yearly installments of \$19,667 on the 2nd day each year beginning of January 2024 and continued until the 2nd day of 2038.

1. Borrower waives the benefit of the Homestead Exemption and all right to exemption from execution as to the debt evidenced by this obligation, and if default be made in the payment of the principal debt and interest hereof at maturity, or either of them, at the time limited for the payment thereof, as aforesaid, then this entire debt and interest shall immediately become due and payable.
2. Borrower authorizes any attorney-at-law to appear in any court of record in the State of Maryland, or any other state in the United States, on default in payment of any installment due on this agreement, waive issuance and service of process, and confess judgment against Borrower in favor of the Lender for the amount of the debt, together with costs of suit and reasonable attorney fees, and to release all errors and waive all right of appeal.
3. Borrower shall pay to the note holder a late charge of 5% of any yearly installment not received by the note holder within 15 days after the installment is due.
4. Borrower may prepay the principal amount outstanding in whole or in part. The note holder may require that any partial prepayments (i) be made on the date monthly installments are due and (ii) be in the amount of that part of one or more monthly installments which would be applicable to principal. Any partial prepayment shall be applied against the principal amount outstanding and shall not postpone the due date of any subsequent monthly installments or change the amount of such installments, unless the note holder shall otherwise agree in writing.

5. Presentment, notice of dishonor, and protest are hereby waived by all makers, sureties, guarantors and endorsers hereof. This Note shall be the joint and several obligation of all makers, sureties, guarantors, and endorsers, and shall be binding upon them and their successors and assigns.
6. Any notice to Borrower provided for in this Note shall be given by mailing such notice by certified mail addressed to Borrower at the address stated below, or to such other address as Borrower may designate by notice to the note holder. Any notice to the note holder shall be given by mailing such notice by certified mail, return receipt requested, to the note holder at the address stated in the first paragraph of this Note, or at such other address as may have been designated by notice to Borrower.
7. Funds disbursed under this agreement must be used for the demolition of the properties listed below. Failure to use the funds for this purposed will be considered a default under which the remedies provided by this agreement may be exercised.
 - a. 124 Willow Street, Pocomoke City, MD.
 - b. 128 Willow Street, Pocomoke City, MD.
 - c. 130 Willow Street, Pocomoke City, MD.
 - d. 300 Second Street, Pocomoke City, MD (Armory building).

Borrower signs this note under seal on the date written above:

_____(Seal)
John Psota, City Manager
Pocomoke City, Maryland

_____(Seal)
Todd Nock, Mayor
Pocomoke City, Maryland

State of Maryland County of Worcester

On this _____ day of _____, 2023, before me, the undersigned officer, personally appeared John Psota on behalf of Pocomoke City, Maryland, and that he, as City Manager, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as City Manager.

In witness whereof I hereunto set my hand and official seal.

Notary Public

My commission expires _____

State of Maryland County of Worcester

On this _____ day of _____, 2023, before me, the undersigned officer, personally appeared Todd Nock on behalf of Pocomoke City, Maryland, and that he, as Mayor, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Mayor.

In witness whereof I hereunto set my hand and official seal.

Notary Public

My commission expires _____



FISHER'S ENVIRONMENTAL, LLC
809 MARYLAND AVENUE
DELMAR, MD 21875
PH. 410-251-3274

January 27, 2023

Pocomoke City Town Office
101 Clarke Ave
Pocomoke City Md.21851

Re: Removal of 300 Second Street Pocomoke Md.

Dear Mr. Mason:

Please accept this as a proposal for the above referenced project. Scope of work for contract prices are defined below.

- Scope of work for contract price #1 includes asbestos listed in Weston Solutions report table attached.
- 5,858 square feet of asbestos floor tile.
- 5,858 square feet of asbestos mastic.
- 681 linear feet of asbestos pipe and 61 asbestos mud fittings.
- 36 asbestos windows.
- 900 square feet asbestos transite board.
- Final payment upon completion.
- Fishers will move items in order to allow abatement.
- Owner to hire visual from IH upon completion to clear.
- Fishers will supply power via generators.
- Contract price #2 includes TCLP test for Lead materials.
- Contract price #3 includes disposal of lead materials if hazardous by drum. Estimated 15 drums at 200/ drum and 1 truck charge at \$500. Should you wish Fishers to subcontract then a 20% overhead and 10% profit charge would apply.

All work shall be performed in accordance with all Federal, State and local regulations. Labor, materials, equipment and disposal are included in the contract price. "Our proposal is conditioned upon 1) reaching mutually agreeable contract terms with both our customer and vendors, 2) the scope of work and site conditions as we understand them at time of bid, and 3) the cost and availability of resources remaining consistent from time of bid through the completion of the project. Our proposal is good for 60 days."

Should you have any questions regarding this proposal, please do not hesitate to give me a call at 443-359-5192.

Contract price #1 \$ 39,812.00

Contract price #2\$ 200/ sample....2 samples \$400.00

Contract price # 3 \$ 3,500.00

\$43,712.

Sincerely,
Fishers Environmental



Lance Fisher
President

Accepted by: _____

Date: _____

FISHERS ENVIRONMENTAL, LLC

INVOICE

809 Maryland Avenue
Delmar, Maryland 21875

443-359-5192



CUSTOMER:

City of Pocomoke, MD
101 Clarke Avenue
Pocomoke City, MD 21851
Attention: Michelle Becketl

INVOICE NUMBER 23-052
INVOICE DATE March 13, 2023
YOUR ORDER NO.
PROJECT MANAGER Lance Fisher
TERMS Due upon receipt
JOB NUMBER 23-0031-001

JOB NAME / LOCATION

Pocomoke Armory ACM Removal
Pocomoke City, MD

Sales Tax Rate:

0.00%

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
	Mobilization fees / deposit for project	10,828.00	\$10,828.00
		BALANCE DUE	10,828.00
		TAX	
		SHIPPING	
			\$10,828.00

DIRECT ALL INQUIRIES TO:
Lionel Fisher
443-359-5192
lionel@fishersenvironmental.com

MAKE ALL CHECKS PAYABLE TO:
Fishers Environmental, LLC
809 Maryland Avenue
Delmar, MD 21875

PAY THIS AMOUNT

THANK YOU FOR YOUR BUSINESS!

Item # 5

ITEM 19

Miller's Land Services, Inc.

11076 Stewart Neck Rd. Princess Anne, MD 21853
(443) 783-2018 Business Cell
Rsmiller.mls@gmail.com

Pocomoke City
Armory Demo/Strip Mall
1/31/23

Demo Proposal
C/O Jeremy Mason

Scope of Work

Demo entire block including the Armory and strip mall, haul all debris to a certified refuse center. Removal of the buildings will include removing all slabs and footers.

Basement area will be backfilled with select fill (up to 125 tandem loads) once the concrete is excavated. Fill material will be rolled and compacted in lifts of 8" to 12" meeting the existing grade of the property.
Strip mall envelope will be backfilled with select fill (up to 25 tandem loads)

Price includes equipment, materials, tank excavation, trucking, tipping fees, and labor. Side streets will need to be closed during the demo process.

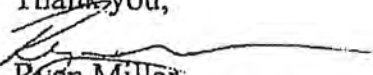
Price does not include the removal or disposal of any hazardous materials.
Price does not include a bond if required

The fuel that may be present will need to be pumped and hauled off. The disposal fee is \$4.25 per gallon, (not included in the price since a quantity is unknown), a certified tank license will be provided during the removal of the underground tanks. Price does not include any soil samples, soil testing, compaction testing, environmental surveys, or the removal of any contaminated soil.

The disconnection of all utilities are the responsibility of the City.

Total price: \$256,500.00

Thank you,


Ryan Miller
MHIC# 4178119

Andrew Illuminati

From: Jeremy Mason <jeremy@pocomokemd.gov>
Sent: Wednesday, February 22, 2023 11:07 AM
To: Ryan Miller
Cc: Susan Marshall-Harrison; Esther Troast; Diane Downing; Todd Nock; Scott Holland; Daniel Tarr; Andrew Illuminati; Dan Brandewie; Michelle Beckett-El Soloh; Janet Wilson
Subject: Demolition Bid Awarded

Mr. Miller,

On Tuesday, February 21st, the Pocomoke City Council voted in favor of accepting your bid for demolition services for the Armory and Willow Street buildings. I will be in touch by cell phone to begin coordination of the project start date and other logistics. The City will need to have the remediation completed in the Armory building prior to the beginning of the demolition and I will keep you informed on the progress of our timeline with the environmental contractor (Fisher's Environmental)

Congratulations! Pocomoke City is looking forward to working with you on this groundbreaking project which will be a huge step forward in the revitalization of our downtown community district.

Sincerely,

Jeremy J. Mason, CPM
City Manager
Pocomoke City, MD
Office 410-957-1333



CITY OF

POCOMOKE CITY

The Friendliest Town on the Eastern Shore

July 8, 2023

Worcester County Commissioners
1 W Market St
#1103
Snow Hill, MD 21863

MAYOR
TODD J. NOCK

CITY COUNCIL

C. ESTHER TROAST
First Vice President

DIANE DOWNING
Second Vice President

R. SCOTT HOLLAND

MONDA MARSH

CITY CLERK
K. MICHELLE BECKETT

Dear Worcester County Officials,

Greetings from Pocomoke City! On behalf of the City Council of Pocomoke City and myself, I am writing to request the resumption of the loan for the demolition of Willow Street. After careful consideration and discussions with the city council, we have made the decision to proceed with the demolition of Willow Street as soon as possible. However, we are still deliberating on the future of the Armory building and exploring alternative options that do not involve its demolition.

The original agreement between the commissioners and the city allocated \$295,000 for the entire project, including the demolition of both Willow Street and the Armory building. As we have decided to prioritize the demolition of Willow Street, we request that the loan for this specific project be taken off hold. We are pleased to inform you that Ryan Miller of Princess Anne has successfully bid on the project and will be undertaking the demolition work. We have confidence in his expertise and ability to complete the project efficiently and to the highest standards.

Once we have reached a decision regarding the Armory building and it does not involve demolition, we will immediately return the remaining funds allocated for that portion of the project to the county. We are committed to making the most efficient and responsible use of the allocated funds. We understand the importance of timely action in addressing the safety concerns and revitalization needs of our community. The demolition of Willow Street will significantly contribute to the overall improvement of our city and the well-being of our residents.

We kindly request your support in resuming the loan for the Willow Street demolition. By doing so, you will help us create a safer and more attractive environment for our community members. Thank you for your attention to this matter. We look forward to your positive response and the opportunity to work together for the betterment of Pocomoke City. Should you require any additional information or have any questions, please do not hesitate to contact me.

Sincerely,

Mayor, Pocomoke City, Md

Worcester County Sheriff's Office

Matthew Crisafulli
Sheriff



Nathaniel J. Passwaters
Chief Deputy

July 27, 2023

Mr. Weston Young
Chief Administrative Officer
Worcester County, Maryland

RE: Personnel Needs Request

Sir,

Sheriff Crisafulli and staff have been extensively evaluating the staffing needs for the Worcester County Sheriff's Office to ensure that we continue to provide exceptional services. As part of this evaluation process, position analyses were conducted to ensure that tasks are being completed efficiently, thoroughly, and consistently. During this analysis, we found that several personnel in supervisory capacities are being assigned numerous peripheral duties, resulting in fatigue and burnout, which not only can affect decision and judgement but also does not allow Commanders and/or supervisors to complete their primary tasks effectively and proficiently.

Sheriff Crisafulli has readily identified one position needed to effectively address span and control within the Worcester County Sheriff's Office. Currently there is one Lieutenant overseeing the Support Services Division, which includes our school safety personnel, in addition to IT services, Quartermaster duties, software purchases, and other duties. As you know, Sheriff Crisafulli is currently working in conjunction with different entities to revamp our school safety program, calling for more accountability and consistency throughout Worcester County Public Schools. As part of this overhaul, a Lieutenant dedicated solely to overseeing daily operations within our schools is essential. Having a Lieutenant solely focused on the school safety programs will ensure that appropriate actions are being taken in a timely and consistent manner.

We propose to promote a current Sergeant to Lieutenant to take on all duties outside the school safety program, in addition to some of their current Sergeant duties. Because this promotion will necessitate backfilling positions, we propose the following:

- Promote Sergeant to Lieutenant at a cost increase of \$7,949.
- Promote Corporal (tbd) to Sergeant at a cost increase of \$15,205.
- Promote Deputy First Class (tbd) to Corporal at a cost increase of \$12,508.
- Convert one PT position to FT Deputy position at a cost increase of \$5,713.
(We currently have qualified lateral applicants for FT positions.)

*Please note that the (tbd) positions were estimated at the current highest paid employee in that rank. Actual costs will likely be lower.

Sheriff Crisafulli understands and appreciates the importance of being responsible stewards of taxpayer funds and, in keeping with that responsibility, has tasked members of his staff to review the Sheriff's Office FY24 approved budget for funding that could be reallocated to allow this request to be budget neutral until June 30,2024. The total cost to implement the requested changes is \$41,375. After careful review of this fiscal year's approved budget, we feel we can responsibly reallocate funding from various budget lines to ensure that this request does not require funds outside of our current budget, upon Commissioner approval.

It should be noted that the Worcester County Sheriff's Office has received a FY24 grant award of \$382,566, which directly offsets an approved budgeted amount in our body worn camera G/L line.

In conclusion, Sheriff Crisafulli is respectfully requesting approval of the requested changes. As a result of the school year quickly approaching, and the implementation of our improved and enhanced School Resource Deputy program, Sheriff Crisafulli is requesting that this Lieutenant conversion be implemented prior to the start of the 2023-2024 school year.

Sheriff Crisafulli would like to recognize the unprecedented positive and productive working relationship that the Worcester County Sheriff's Office has with the County Commissioners and Administration. The success of the Worcester County Sheriff's Office can be directly attributed to this working relationship.

Sheriff M. Crisafulli and his designee will be available to answer any questions or concerns brought forth by the Commissioners.

Respectfully submitted,



Nathaniel Passwaters -
Chief Deputy
Worcester County Sheriff's Office