

AGENDA

WORCESTER COUNTY COMMISSIONERS

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

January 22, 2019

Item #

- 9:00 AM - Vote to Meet In Closed Session in Commissioners' Conference Room - Room 1103
Government Center, One West Market Street, Snow Hill, Maryland
- 9:01 - Closed Session: Discussion regarding hiring three (3) Correctional Officer Trainees for the Jail; and posting to fill vacancies for a Maintenance Worker I for the Water & Wastewater Division and a Vehicle & Equipment Mechanic III for the Roads Division of Public Works, and a Welcome Center Greeter for Tourism; reviewing personnel matters in the State's Attorney's office; discussing pending litigation; receiving legal advice from Counsel; and performing administrative functions
- 10:00 - Call to Order, Prayer (Arlene Page), Pledge of Allegiance
- 10:01 - Report on Closed Session; Review and Approval of Minutes
- 10:02 - Receiving Objections to Disposal of Surplus Fire Engine Back to Ocean Pines VFD 1
- 10:10 - Chief Administrative Officer: Administrative Matters 2-23
(FY19 Highway Safety Grant Acceptance; FY18 Emergency Management Performance Grant Acceptance; Reallocation of FY19 Social Services Grant; TransUnion Property Research Subscription for 2019; FY20 Medical Services Contract at Jail with Correct Care Solutions; Rural Legacy Area Easement Agreement of Sale - Hauck Property; FY19 MD Agricultural Land Preservation Foundation Matching Funds; Wetland Enhancement Project at Iia Fehrer Nature Preserve; Revisions to County Land Preservation, Parks and Recreation Plan; Request for EDU Allocation for Assateague Island Farm, LLC Property; Purchase of Ocean Pines EDUs by Ocean Downs; Extension of Portable Restroom Services Contract; Extension of Pest Control Services Contract; Temporary Extension of Custodial Contract; Ocean City Harbor and Inlet, Section 107, Navigation Improvement Project Partnership Agreement and Waterway Improvement Grant Application; Vehicle Mileage Reimbursement Rate; Pending Board Appointments; Scheduling Proposed Board Member Recognition Presentation; Trained Open Meetings Act Designees; Balloon Test and Community Meeting for Proposed Communications Tower in Ocean Pines; and potentially other administrative matters)
- 10:20 -
- 10:30 - E. Tudor, J. McMahon: Residential Fire Sprinkler Requirements 24
- 10:40 -
- 10:50 -
- 11:00 - Legislative Session: Public Hearings on Bills Providing Bond Authorization to Finance:
Bill 18-8 (Construction and Equipping a New Showell Elementary School) 25
Bill 18-9 (Installation of a New Turf Athletic Field & Track at Stephen Decatur High School) 26
Bill 18-10 (Completion of the Central Landfill Site Cell No. 5 Construction) 27
- 11:10 - E. Tudor, P. Thompson: Countywide Room Tax/Rental License Program 28
- 11:20 -
- 11:30 - B. Birch, A. Nelson: P25 Radio System Update and Acceptance 29
- 11:40 -
- 11:50 - Chief Administrative Officer: Administrative Matters 2-23, continued
- 12:00 - Questions from the Press
- Lunch
- 1:00 PM - Chief Administrative Officer: Administrative Matters (If Necessary) 2-23, continued
- 1:10 -
- 1:20 -
- 1:30 -

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

Please be thoughtful and considerate of others.

Turn off your cell phones & pagers during the meeting!

AGENDAS ARE SUBJECT TO CHANGE UNTIL THE TIME OF CONVENING

Minutes of the County Commissioners of Worcester County, Maryland

January 8, 2019

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

Following a motion by Commissioner Bunting, seconded by Commissioner Bertino, with Commissioner Mitrecic absent, 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 Harold L. Higgins, Chief Administrative Officer; Kelly Shannahan, Assistant Chief Administrative Officer; Maureen Howarth, County Attorney; Kim Moses, Public Information Officer; and Stacey Norton, Human Resources Director. Topics discussed and actions taken included: rehiring Ryne Leslie as a Communications Clerk I and posting to fill an additional Communications Clerk I vacancy in Emergency Services; acknowledging the hiring of Maykel "Mike" Suarez as a Deputy Sheriff, the reposting of one Office Assistant III position, and the promotion of Christopher Buhrt from part-time Deputy Sheriff Trainee to part-time Deputy Sheriff and Kelly Riwniak from part-time Court Deputy to full-time Deputy First Class within the Sheriff's Office; approving the rehiring of Samantha Shockley as a Library Services Assistant II and the reclassification of one Library Services Assistant I position and one Library Assistant II position to Technical Services Assistant I and II, respectively, within the Library; acknowledging personnel changes within the State's Attorney's Office, to include the hiring of Jared Monteiro as an Assistant State's Attorney for the Circuit Court; receiving legal advice from counsel; and performing the following administrative functions: discussing potential board appointments; reviewing the agenda for the tour and discussion of Solid Waste operations scheduled for January 15, 2019; scheduling the Other Post Employment Benefits (OPEB) work session for March 19, 2019; and discussing sound system issues in the Commissioners Meeting Room.

Following a motion by Commissioner Bunting, seconded by Commissioner Bertino, the Commissioners unanimously voted to adjourn their closed session.

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

Commissioner Mitrecic was absent from the meeting.

The Commissioners reviewed and approved their December 18, 2018 closed session minutes as presented and their open session minutes as amended. The amendments followed a motion by Commissioner Bertino, followed by a unanimous vote, to amend page 11, paragraph 6, to reflect that Commissioner Bertino voted in opposition; and a motion by Commissioner Bunting, followed by a unanimous vote, to amend the name of the Commissioner who seconded the motion on page 6, paragraph 4 from Bunting to Nordstrom, and to approve the minutes as amended.

The Commissioners presented a proclamation that was read by Commissioner Nordstrom recognizing January as National Mentoring Month to Robert McClure of Big Brothers/Big Sisters (BBBS) and encouraging those looking to make a difference in the community to become mentors. Mr. McClure advised that mentoring has been proven to work, noting that youth in the local BBBS program graduate high school and attend college at higher than national rates. He thanked the Commissioners for recognizing the value of and the need for mentoring in the community.

The Commissioners conducted a public hearing on the amended five-year Capital Improvement Plan (CIP) FY20 - FY24. Chief Administrative Officer Harold Higgins summarized the changes, which were requested by the Board of Education (BOE) with respect to the Showell Elementary School (SES) replacement project and the Stephen Decatur High School (SDHS) turf field project since adoption. Specifically the amended CIP includes additional funding of \$1 million for the SES replacement project for additional classrooms to accommodate anticipated mandatory all-day pre-kindergarten by the State and for the revised scope of the turf field project to include a running track and athletic improvements. The CIP is strictly a planning document the County will use in preparing future operating budgets, anticipating the future financial needs of the County and to identify possible funding resources; therefore, a project's inclusion in the CIP does not constitute a guarantee of future approval or funding from the County. The amended CIP includes projects totaling \$91,237,085, which are proposed over the five-year period. Of the proposed projects, \$7,927,492 or 8.69% are proposed to be funded by the General Fund and \$54,418,101 or 59.6% from general bond funds. The remaining portion would be funded by grant funds, State match funds, State loans, assigned funds, and enterprise bonds.

Commissioner Purnell opened the floor to receive public comment.

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

Upon a motion by Commissioner Bertino, the Commissioners unanimously adopted Resolution No. 19-01 adopting the amended FY20-FY24 CIP as presented.

Pursuant to the request of Library Director Jennifer Ranck and upon a motion by Commissioner Bertino, the Commissioners unanimously authorized the Library to reallocate \$49,446.37 from the materials budget as follows: \$23,000 for new window coverings and \$12,000 for new carpet in the meeting and small conference rooms at the Ocean Pines Branch Library; \$7,400 for an engineering and feasibility study for the Pocomoke Branch Library; and \$7,000 for additional youth and adult library programs. Ms. Ranck advised that this savings occurred thanks to an unexpected FY19 grant from the Maryland State Library.

Colonel Doug Dods of the Sheriff's Office met with the Commissioners to seek authorization to add one additional 4x2 Chevy Tahoe pursuit vehicle to the bid award they approved on October 23, 2018 to replace a pursuit vehicle that was totaled in a collision. Colonel Dods explained that the other driver was at fault; however, it will cost \$33,410 to purchase a new vehicle, and insurance is only expected to reimburse the County for approximately \$13,000 (the value of the totaled vehicle). He stated that, even with remaining funding for vehicles of \$11,239 and insurance funding, the Sheriff's Office anticipates exceeding available budgeted funds for the replacement vehicle by \$9,171.

Upon a motion by Commissioner Nordstrom, the Commissioners unanimously approved an over-expenditure of approximately \$9,171 to help cover the cost of the needed replacement vehicle.

Pursuant to the request of Chief Administrative Officer Harold Higgins and upon a motion by Commissioner Bertino, the Commissioners unanimously approved an over-expenditure of \$18,720 to add one additional 4x4 Dodge Durango to the vehicle bid award they approved on October 23, 2018 to provide a new vehicle for Development Review and Permitting (DRP). Mr. Higgins explained that DRP Director Ed Tudor's vehicle suffered a major mechanical failure and will cost \$26,298 to replace; however, there is only about \$7,300 available within the existing budget for this purchase.

Pursuant to the request of Enterprise Fund Controller Jennifer Wilson, speaking on behalf of the Water and Sewer Committee, and upon a motion by Commissioner Bunting, the Commissioners unanimously approved the updated Mystic Harbour Sewer Service Application, which includes the provision to include collecting future capital improvement (FCI) charges at the time equivalent dwelling units (EDUs) are sold and assigned to each property. Ms. Wilson explained that previously FCI charges were collected when plumbing permits were pulled; however, in some instances plumbing permits have not been pulled, leaving FCI charges uncollected. She confirmed that County staff will continue collecting FCI charges when plumbing permits are pulled for EDUs sold previously but not yet placed in service.

Environmental Programs Director Bob Mitchell and Public Works Deputy Director John Ross provided a status update on the Lewis Road Sewer Extension Project to connect this community to The Landings Wastewater Treatment Plant (WWTP), which has wastewater capacity reserved for existing uses on the subject properties. Mr. Mitchell reviewed the history of the project, noting that on January 16, 2018 the Commissioners reviewed a Preliminary Engineering Report (PER) for the potential connection project and authorized staff to begin investigating funding options for Alternative I to install a gravity sewer system and central pump station. Then in May 2018, Environmental Programs requested approval from the Maryland Department of the Environment (MDE) for a Priority Funding Area (PFA) exemption to utilize funds from the Bay Restoration Fund (BRF) for a portion of the project, and County staff are currently working to address State concerns. In June 2018, the Maryland Water Quality Financing Administration informed Public Works that the County's ranking did not qualify for funding under this very competitive program. Mr. Mitchell stated that, even if the County is awarded PFA exemption status, the available funding from the BRF will not be enough to cover

all project costs. He further advised that additional low interest loan and grant funding may be available to fund the remaining project costs through the United States Department of Agriculture (USDA) Rural Development program; however, the USDA requires a full engineering report from the County to identify any potential environmental impacts that may be generated by the proposed project. He stated the engineering firm that prepared the PER report proposes to prepare the full report at a cost of \$6,500. Mr. Mitchell concluded that once project funding has been identified, staff will present all project costs and repayment options available to those residing in the Lewis Road project area within The Landings Sanitary Service Area (SSA) for the Commissioners' consideration at that time.

In response to a question by Commissioner Bertino, Mr. Ross advised that funds for the engineering report would come from The Landings SSA, though project funding is not available from the source. Chief Administrative Officer Harold Higgins advised that, while long-term funding is being secured, project costs could initially be covered by a low interest loan from the County's Fund Balance to be reimbursed in the future.

Following some discussion and upon a motion by Commissioner Bertino, the Commissioners unanimously approved funding of \$6,500 to complete the engineering report to submit to the USDA for funding consideration.

The Commissioners met with Mr. Ross to discuss options available to correct ongoing operational issues at the Riddle Farm WWTP, which was the first plant in the County to be built to utilize the then new membrane technology. These issues include leaking in the upper portion of the flow equalization tank, which has reduced the capacity and hindered staff's ability to complete needed plant maintenance. Mr. Ross explained that, while this problem alone could have been managed, other problems lead staff to add temporary holding tanks to the site to make up for the lost capacity, and the long term solution to repair/replace the flow equalization tank is now underway. The second issue involves screening. Mr. Ross explained that aggressively screening influent down to one millimeter in size will extend the life of the plant membranes; however, the current screen can only screen down to three millimeters. He stated that both The Landings and the new Mystic Harbour WWTPs have influent screening to one millimeter, and staff has acquired a new one millimeter screen for the Riddle Farm WWTP for trial use over the next several months to determine its performance capabilities prior to making any recommendations regarding a permanent purchase. The third and primary issue involves membranes, which were installed during the recent WWTP upgrade. Mr. Ross explained that these membranes (which were covered by warranty) are not the same as the original plant membranes. Though they were substitutes that were promised to be just as good as the original membranes, these substitutes are clogging, causing WWTP performance to deteriorate. Furthermore, the hoist needed to lift the membranes for cleaning is not functioning properly and must soon be replaced. Mr. Ross advised that the membrane manufacturer has been working with the County, and new membranes are now in service for one-half of the WWTP. He noted that several problems that could have contributed to the membrane failure were corrected during installation, and while County staff have kept the Maryland Department of the Environment (MDE) informed of these problems, there have been no reportable overflows or violations to date that would result in fines being assessed. Mr. Ross concluded that, even with the membranes being replaced at the manufacturer's expense, the SSA has incurred unbudgeted expenses for

hauling wastewater to the Ocean Pines and Ocean City WWTPs for processing during the last several months that could exceed \$100,000; however, since they have sold fewer commercial sewer equivalent dwelling units (EDUs) than anticipated, the SSA does not have enough reserve funding available to cover these unanticipated costs. Therefore, it may be necessary to obtain a short term loan from the General Fund to cover these costs.

In response to a question by Commissioner Bertino, Mr. Ross confirmed that by the time this issue is fully resolved the SSA could incur costs of more than \$100,000; however, the specific cost cannot be determined at this time. Mr. Higgins stated that the General Fund could provide a short-term, low-interest loan to the Riddle Farm SSA and recommended approving an amount of up to \$150,000. Commissioner Bunting suggested postponing any funding decision until the Commissioners know the actual costs. Commissioner Nordstrom stated that these costs place an undue burden on the taxpayers. In response to a comment by Commissioner Nordstrom regarding consulting with counsel to determine the manufacturer's liability for membrane failures, Mr. Ross stated that the manufacturer likely bears responsibility for at least a portion of the incurred costs associated with hauling wastewater for treatment at other WWTPs in the area.

Following some discussion and upon a motion by Commissioner Bertino, the Commissioners unanimously directed staff to consult with County Attorney Maureen Howarth and explore the manufacturer's liability for failure of the membranes at the Riddle Farm WWTP that extend beyond the scope of replacing the defective membranes at no cost to the County, and determine if the manufacturer will share the additional operational cost that the County has incurred as a direct result of their faulty membranes.

Pursuant to the recommendation of Public Works Director John Tustin and upon a motion by Commissioner Bunting, the Commissioners unanimously awarded the bid for the Courthouse heating, ventilation, and air conditioning (HVAC) Renovation Project to Hancock & Son Plumbing, LLC with acceptance of their base bid of \$430,000, plus Alternate No. 1 (two-year warranty) for \$5,400, Alternate No. 2 (PVC jacketing) for \$3,500, Alternate No. 3 (ATC system by Modern Controls) for \$14,000, and Alternate No. 5 (VRV system by Daikin) for \$12,950 for a total cost of \$465,850. Mr. Tustin advised that funds of \$575,000 are available in the Assigned Fund Balance for this project. In response to a question by Commissioner Bertino, Mr. Tustin explained that Alternative No. 3 is a monitor control from the same vendor, which has installed the controls in several County buildings, allowing County staff to remotely monitor the VAC. systems.

Upon a motion by Commissioner Bunting, the Commissioners voted 5-1, with Commissioner Bertino voting in opposition, to adopt Resolution No. 19-2 for the Sectional Rezoning of the Maryland Rt. 589 Area north of U.S. Rt. 50 and the accompanying map showing the C-2 General Commercial zoning, as approved by the Commissioners following a public hearing on December 18, 2018.

The Commissioners met with Information Technology Director Brian Jones to review a Request for Proposals (RFP) for a broadband feasibility study to determine the primary needs and expectations of the residents of Worcester County with regard to data consumption for the Commissioners review and approval at a future meeting. Mr. Jones advised that funding was not

allocated within the FY19 budget for this purpose, though similar studies undertaken by counties of comparable size cost roughly \$30,000.

In response to a question by Commissioner Bertino, Mr. Jones advised that he has the expertise needed to evaluate the anticipated bids.

Commissioner Bunting stated that it will not be financially feasible for the County to extend broadband Countywide, so they should look closely at the three broadband options available to them before hiring a consultant; therefore, he could not support hiring a consultant at this time. Mr. Jones assured the Commissioners that a consultant will help the County determine which broadband options are appropriate for residents in diverse locations and identify the associated costs. He further confirmed that the study to be assembled by the consultant will be a prerequisite for applying for any potential State or federal grant funding to help subsidize any, as yet, undetermined project costs.

Commissioner Nordstrom commended Mr. Jones and his staff for the tremendous effort that went into preparing the RFP before them today. In response to a question by Commissioner Nordstrom, Mr. Jones advised that the consultant will work with the County through the entire process, from start to finish, and will be able to determine whether a fiber backbone, wireless, or microwave system may be most appropriate to address geographic limitations unique to the Eastern Shore. Commissioner Elder thanked Mr. Jones as well, noting that the County needs to take this first step to move into the 21st Century. Commissioner Church concurred.

Following some discussion and upon a motion by Commissioner Church, the Commissioners voted 5-1, with Commissioner Bunting voting in opposition, to approve the RFP for a broadband feasibility study as presented.

Assistant Chief Administrative Officer Kelly Shannahan met with the Commissioners to discuss establishing the asking price for the future sale of the former Liquor Control warehouse property at 5363 Snow Hill Road in Snow Hill to begin the process of selling the facility. On December 18, 2018, the Commissioners directed staff to begin the process of selling the warehouse in as-is condition, to include a recommendation on the proposed asking price for this 7.96 acre commercial site, which is presently improved with a 47,575 square foot warehouse building, with partial office fit-out and one out-building. Mr. Shannahan advised that the recent appraisal performed by Lefort Appraisal & Consulting, Inc. identified the as-is, fair market value of the property at \$990,000. Therefore, he suggested setting an asking price of \$990,000 and either advertising to accept sealed bids for the property, listing the property with a real estate agent, or soliciting the services of an auctioneer to sell the property to the highest bidder. He also stated that a potential buyer will be touring this facility with Economic Development Deputy Director Kathryn Gordon in the near future and could make an offer on the property.

Commissioner Church made a motion to advertise to bid the sale of the property rather than list it with a realtor.

In response to a question by Commissioner Nordstrom, Ms. Shannahan advised that the bid documents will state that the County is not obligated to accept any bids if the Commissioners are not satisfied with the offers. In response to a question by Commissioner Bertino, Finance Officer Phil Thompson advised that there is an outstanding mortgage of approximately \$400,000 on the property.

Following further discussion and upon an amended motion by Commissioner Church to

include an asking price of \$990,000 in the bid documents the Commissioners unanimously authorized staff to advertise to accept sealed bids for the sale of the former Liquor Control warehouse property in Snow Hill.

Pursuant to the recommendation of Mr. Shannahan in response to a request from Pocomoke City Manager Bobby Cowger and upon a motion by Commissioner Bertino, the Commissioners unanimously declared the old swing set at the Stockton Playground, which is in the process of being replaced with new playground equipment, to be surplus property and agreed to notify the public of their intent to dispose of this item for other public purposes by gifting it to the Town of Pocomoke City to be used at Cypress Park in Pocomoke City. The swing set is proposed to be gifted in as-is condition and subject to releasing the County of any future liability associated with its use. Mr. Shannahan agreed to advertise for the disposal of this property, as required by County law.

The Commissioners reviewed and discussed various board appointments.

Upon a nomination by Commissioner Nordstrom, the Commissioners unanimously agreed to appoint Marc Scher to the Economic Development Advisory Board for the remainder of a four-year term expiring December 31, 2020 to replace William Sparrow.

Upon nominations by Commission on Aging (COA) Executive Director Rob Hart and a motion by Commissioner Bertino, the Commissioners unanimously agreed to reappoint Tommy Mason, Tommy Tucker, and Helen Whaley to the COA Board of Directors for additional three-year terms each expiring September 30, 2021.

Upon nominations by Colonel Doug Dods of the Sheriff's Office and chair of the Drug and Alcohol Abuse Council (DAAC) and a motion by Commissioner Bertino, the Commissioners unanimously agreed to reappoint Eric Gray, Sue Abell-Rodden, and Colonel Dods to the DAAC for additional four-year terms each expiring December 31, 2022.

Upon the recommendation of the Worcester County Youth Council and upon motions by Commissioner Bertino, the Commissioners unanimously agreed to reappoint Liam Hammond of Worcester Preparatory School (WPS) to an additional one-year term expiring April 30, 2019; to reappoint Chloe Goddard of Snow Hill High School (SHHS) and McCammon Mottley of Pocomoke High School (PHS) to additional two-year terms each expiring April 30, 2020; and to appoint Abby Boyce and Tamari Cutler of PHS and Aaron Cohen of Stephen Decatur High School (SDHS) to two-year terms each expiring April 30, 2020 on the Worcester County Youth Council.

Pursuant to the recommendation of Office Assistant IV Karen Hammer and upon a motion by Commissioner Bertino, the Commissioners unanimously approved the following Worcester County Government Employee Appreciation events and programs for 2019: Night at The Shorebirds on Friday, June 7, at 7:05 p.m., with free tickets available for each employee and additional tickets for family and friends sold for \$5 each, at a total County cost of \$1,000 (for 200 tickets), less income from ticket sales; and Jolly Roger Day on an as-yet to be determined Saturday in August, from 10:00 a.m. until 6:00 p.m., at no cost to the County, with wristbands available for purchase to County employees and their family and friends at \$12 per person for the

day at Splash Mountain, with add-ons available, including 2-hour Go-Kart rides (\$12), Extreme Rides (\$12), Amusement Rides and Mini Golf (\$7) and/or Mini Golf (\$3). These events, which have been conducted over the past several years to improve morale and demonstrate the Commissioners' support and appreciation of County staff, have been extremely successful and sincerely appreciated by County employees.

Pursuant to the request of Assistant Chief Administrative Officer Kelly Shannahan and upon a motion by Commissioner Elder, the Commissioners unanimously adopted Resolution No. 19-3 amending Worcester County Government Personnel Rules and Regulations regarding County holidays. Mr. Shannahan noted that Resolution No. 18- 28, which the Commissioners signed on December 18, 2018 to add the full-day Christmas Eve holiday to the list of County holidays in the Personnel Rules and Regulations mistakenly omitted the day after Thanksgiving holiday, and Resolution No. 19-3 corrects that error.

The Commissioners answered questions from the press, after which they adjourned to meet in closed session.

Following a motion by Commissioner Bunting, seconded by Commissioner Church, with Commissioner Mitrecic absent, the Commissioners unanimously voted to meet in closed session at 11:05 a.m. in the Commissioners' Conference Room to perform administrative functions, permitted under the provisions of Section GP 3-104 of the General Provisions Article of the Annotated Code of Maryland. Also present at the closed session were Harold L. Higgins, Chief Administrative Officer; Kelly Shannahan, Assistant Chief Administrative Officer; Maureen Howarth, County Attorney; and Kim Moses, Public Information Officer. Topics discussed and actions taken included performing the following administrative functions: reviewing the Ocean Pines Association's (OPA) Local Impact Grant itemization report, and discussing new procedures for providing daily updates to the Commissioners.

Following a motion by Commissioner Elder, seconded by Commissioner Bunting, the Commissioners unanimously voted to adjourn their closed session.

The Commissioners adjourned to meet again on January 22, 2019.

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Minutes of the County Commissioners of Worcester County, Maryland

Work Session

January 15, 2019

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

The Commissioners met at 10:30 a.m. with Public Works Director John Tustin, Solid Waste Superintendent Mike Mitchell, and Recycling Coordinator Mike McClung, to tour Solid Waste Division operations in the Public Works Department and discuss operational challenges by staff. Also in attendance for the tour were Chief Administrative Officer Harold Higgins, Assistant Chief Administrative Officer Kelly Shannahan, Budget Officer Kathy Whited, and Finance Officer Phil Thompson. Mr. Tustin reviewed the background and history of Solid Waste Operations in Worcester County during the drive to the recycling drop-off area at Berlin Wal Mart where Mr. McClung discussed operational challenges related to the State-mandated recycling operations and issues with the public depositing non-recyclable materials in the recycling bins, which requires sorting by staff, and other larger non-recyclable items around the recycling bins, which must be hand-picked by staff and transported to the Central Landfill for disposal. The tour continued at the Berlin Homeowner Convenience Center on Flower Street where Mr. Mitchell discussed the demand for these conveniently located drop-off centers where County residents can deposit their household trash if they have purchased an annual permit, rather than being required to bring their garbage to the Central Landfill for disposal. The tour then proceeded to the Central Landfill where Mr. Mitchell explained the landfill operations and where Mr. McClung explained the recycling operations. Mr. Tustin recognized the efforts of Mr. McClung which have significantly increased the amount of materials recycled in the County.

The tour concluded at the Worcester County Jail at 1:00 p.m. for lunch and a discussion regarding options investigated by staff to address the annual budget deficit within the Solid Waste Division of Public Works. Enterprise Fund Controller Jessica Wilson, County Attorney Maureen Howarth, and Public Information Officer Kim Moses joined the Commissioners and staff for the discussion at the Jail.

Ms. Wilson reviewed the FY19 Solid Waste Operating Budget, which reflects budgeted revenues of \$4,054,800 and budgeted expenses of \$6,013,316, resulting in an annual deficit of (\$1,958,516). Ms. Wilson pointed out that budgeted expenses exceeded revenues in the following areas: Recycling Operation expenses exceed revenues by a total of \$1,033,339; Homeowner Convenience Center (HOCC) Operations expenses exceed revenues by \$664,984; and in FY19 Solid Waste Operations expenses exceed revenues by \$260,193,193 due to the new debt for construction of Cell No. 5 at the Central Landfill. She explained that annual losses

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within the Solid Waste Division result from the tremendous costs associated with operating the HOCCs in Berlin, Snow Hill, and Pocomoke, and the five unmanned Recycling Drop-Off Centers (RDOC), while the Solid Waste Operations alone are generally self-sufficient. Mr. Tustin provided an analysis of the current operations and presented future considerations developed by staff for the Commissioners' consideration as follows: moving the operations of HOCCs and Recycling out of the Enterprise Fund and into the General Fund, so that the cost of these operations are paid by all County taxpayers as a public service; privatize operations of the HOCCs to relieve the County government of this expense; close HOCCs or reduce operating hours and days to reduce expenses, which has proved significantly unpopular in the past; increase the cost of HOCC permit fees to fully cover all operational costs, which would require increasing the \$100 annual fee to \$302, assuming the County continues to sell 3,200 permits annually; close targeted or all RDOCs; add an environmental surcharge to tax bills for services not intended to support themselves, specifically HOCCs and Recycling; require all yard waste to be disposed of at the Central Landfill to reduce transportation costs (Pocomoke is the only HOCC that accepts yard waste at this time); consider regionalization activities with Wicomico and Somerset Counties through the efforts of the Tri-County Council (TCC) of the Lower Eastern Shore (similar to the TCC for the Mid-Shore, which utilizes a rotating Landfill in Talbot, Queen Anne's, Caroline, and Kent Counties); evaluate the financial and personnel impact of designing, permitting, and constructing a Transfer Station at the Central Landfill to export waste out of the County, perhaps for incineration, following a similar model adopted by the Town of Ocean City several years ago; and/or consider hiring an outside organization to review all operations, manpower, financials, and effectiveness of the Solid Waste Division and offer recommendations to resolve the annual budget issues.

In response to a question by Commissioner Bertino, Ms. Wilson stated that in the past the Solid Waste Division generated enough revenue to save for the cost of constructing new cells, and was also able to cover the cost of HOCC and Recycling operations. However, when the Town of Ocean City opted to incinerate their waste, revenues significantly declined and annual losses were incurred. Specifically regarding savings for new cell construction, Ms. Wilson explained that the County was able to budget for annual depreciation of the current cell, which created the savings necessary to pay for the construction of the next cell without having to borrow for that expense. However, over the past several years the Enterprise Fund has not generated enough savings to fully fund the construction of Cell No. 5, so that cost must be bonded and the associated debt service of roughly \$130,000 per year must now be included in the annual budget. She further stated that the Solid Waste Division plans to resume mining Cell 1 after Cell 5 is complete, which will add roughly \$300,000 to annual expenses, including 3 new employees. In addition, Ms. Wilson proposed annual depreciation costs of \$1.4 million for Cell No. 5 beginning next year in order to save for the eventual construction of Cell No. 6. Mr. Tustin confirmed that it cost roughly \$11.7 million to construct Cell No. 5. In response to a question by Commissioner Elder, Mr. Tustin stated that it would cost roughly the same amount of money to mine and reopen Cell No. 1, as it would to construct a new cell, but that it would also prolong the life of the Central Landfill facility.

In response to a question by Commissioner Bunting, Mr. Tustin stated that, while the Town of Ocean City manages a solid waste collection system and then transports its trash out of state for incineration, Maryland counties are required to manage solid waste operations.

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Therefore, even if HOCC services were privatized or if the County had its trash incinerated, the County would still be required to manage some type of solid waste operation. In response to questions by Commissioner Bunting regarding what would be involved in privatizing the HOCC operations, Mr. Tustin stated that the County would hire a private firm, which could then establish its own fees to cover operating costs and make a profit. Mr. Shannahan noted that this option would shift the expense from the County to a private organization, but could place a greater burden on the citizens depending upon the fees charged by the private operator. Mr. Mitchell stated that there are seven full-time and two part-time employees currently providing HOCC operations. Mr. Higgins stated that if the Commissioners opted to privatize the HOCC operations, staff would be reduced by attrition and retirements wherever possible. Mr. Higgins pointed out that the County would continue to incur monitoring and reporting costs of solid waste operations in the future even if these services were privatized. Commissioner Purnell stated that fees that a private organization might charge are likely to unduly burden those on fixed or low incomes.

Commissioner Bunting stated that he had come prepared with a list of possible cuts, such as reducing HOCC hours, but that, after touring existing operations, it is clear that all possible cuts in these areas have been exhausted. In response to a question by Commissioner Bunting, Mr. Tustin confirmed that Berlin and Pocomoke already have mandatory recycling programs, but that instituting a mandatory County recycling program would be too costly due to the transportation costs and distance between households. Mr. Shannahan reminded the Commissioners that a pilot recycling program was attempted years ago in the West Ocean City area, which demonstrated net losses even in suburban areas of the County where houses are more closely located.

The Commissioners and staff considered potential alternative revenue sources, including instituting a rental license or room tax on private short-term rental of homes, and instituting a better system to track collection of food tax payments. Commissioner Bertino stated that he is generally opposed to adding new taxes or fees to County residents. In response to a question by Commissioner Nordstrom regarding moving the HOCC and Recycling operations to become a General Fund obligation, Mr. Higgins stated that adding one penny to the Real Property Tax rate would generate roughly \$1.6 million in additional revenues, which is just shy of the two FY19 General Fund grants totaling \$1,698,323 to cover losses in HOCC and Recycling operations under the Solid Waste Enterprise Fund. Commissioner Elder stated that he could support a penny increase on the Real Property Tax Rate, as HOCC and Recycling operations are available to all County residents regardless of whether they choose to utilize these services.

Commissioner Bunting expressed concern that the Commissioners may have to raise taxes if they are not willing to cut expenses. Commissioner Mitrecic stated that the County budget cannot be cut any further, and today's tour made it clear that closing the HOCCs is not a viable option as it will simply result in more trash being dumped illegally at the RDOCs or along County roads where it will be even more costly to collect. In response to a request by Commissioner Bunting, Ms. Whited agreed to provide the Commissioners with Statewide figures for both the Real Property Tax Rates for FY14-FY19 and Income Tax Rates for calendar years 2015-2019. In response to a question by Commissioner Bunting, Mr. Higgins advised that the Board of Education (BOE) is expected to request a step plus a 2% salary increase for their staff in FY20 and he will request the same for all County employees. Ms. Whited added that the cost of the requested salary increases would total roughly \$2 million in FY20. Mr. Higgins stated that

DRAFT

the total cost would be offset by anticipated increases in tax revenues. Mr. Shannahan stated that additional revenues may be generated by projects and programs, as determined during the Commissioners Strategic Planning Work Session from January 29-30, 2019. Mr. Higgins summarized that, while there are several agencies, including the BOE, fire companies, and public safety and health organizations battling the opioid crisis that will be seeking additional funding in FY20, the Commissioners need to establish priorities to determine how to move forward and how to improve revenues. He concluded that if the Commissioners were ever inclined to increase taxes, this may be the best year to do so.

The Commissioners thanked staff for providing them with a thorough review of Solid Waste Operations and presenting options for their future consideration.

The Commissioners adjourned to meet again on January 22, 2019.

NOTICE

Disposal of Personal Property Owned by Worcester County, Maryland

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

1985 FORD/PEIRCE FIRE ENGINE

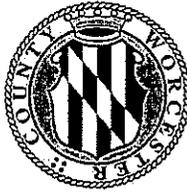
The 1985 Ford/Peirce fire engine was donated to the County by the Ocean Pines Volunteer Fire Department (VFD) in 2008 to be used by the Worcester County Special Hazards Response Team (Hazmat), the Worcester Technical High School's cadet vocational program and as a reserve engine for the County's Fire Service. Recently, mechanical engine problems were discovered during a routine scheduled maintenance inspection. Due to the age of the truck, the lack of usage and the estimated cost to repair the vehicle, it has been decommissioned. By agreement upon acceptance of this fire engine from the Ocean Pines VFD, the County agreed to offer the Ocean Pines VFD the opportunity to take the fire engine back.

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

TERMS OF CONVEYANCE: The County Commissioners propose to convey the above described property to the Ocean Pines Volunteer Fire Department at no cost.

Anyone objecting to the proposed conveyance of the above personal property shall do so in writing submitted to the address below prior to 4:30 p.m. on Friday, January 11, 2019, or in person at the regularly scheduled meeting of the County Commissioners to be held at 10:00 a.m. on January 22, 2019 in the County Commissioners Meeting Room, Room 1101 - Government Center, One West Market Street, Snow Hill, Maryland 21863.

WORCESTER COUNTY COMMISSIONERS



OFFICE OF THE FIRE MARSHAL
Worcester County

GOVERNMENT CENTER
ONE WEST MARKET STREET, ROOM 1302
SNOW HILL, MARYLAND 21863-1249
TEL: 410-632-5666
FAX: 410-632-5664
www.wcfmo.org

Jeffrey A. McMahon
Fire Marshal

Matthew W. Owens
Chief Deputy Fire Marshal

MEMORANDUM

DATE: December 10, 2018
TO: Harold Higgins, Chief Administrative Officer
FROM: Jeff McMahon, Fire Marshal
RE: County's Special Hazard Response Team – Fire Engine

In 2008 the Ocean Pines Volunteer Fire Department donated a 1985 Ford/Peirce fire engine to the County to be used with the Special Hazards Response Team (Hazmat), the Technical High School's cadet vocational program and as a reserve engine for the County's Fire Service. During the past 10 years the donated OPVFD's Engine was used by the vocational training program and used once as a reserve engine by one of the county volunteer fire companies.

During recent routine scheduled maintenance it was discovered the fire engine has mechanical engine problems. Due to the age of the truck, the lack of usage and the estimated cost associated with the repairs we have decided to decommission the 1985 fire engine from Hazmat duties. As part of the agreement with the OPVFD, if the County's Special Hazard Response Team decided to take the engine out of service Ocean Pines would be offered the opportunity to take the fire engine back. I have discussed with Chief Grunwald of the Ocean Pines Volunteer Fire Department the decommissioning of the 1985 donated fire engine and his company has decided they would like to take possession of their old truck.

Can you advised the procedure to give OPVFD the donated fire engine back? I have checked with Fleet Maintenance and they have the title available for your signature.

*Declare surplus
Advortise*

APPROVED

Worcester County Commissioners

Date HH 12/18/18

SUBTITLE IV
County Real and Personal Property and County Buildings

§ CG 4-401. Title to County property.

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

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

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

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

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

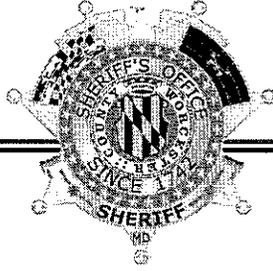
(b) For other public use. When any County-owned property is no longer needed for use by the County Commissioners and the County Commissioners propose to dispose of the same by lease, grant or otherwise for a public purpose, as such public purpose may be from time to time determined by a five-sevenths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

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

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

Worcester County Sheriff's Office

Matthew Crisafulli
Sheriff



Mark C. Titanski
Chief Deputy

2

RECEIVED

JAN 08 2019

Worcester County Admin

01-07-2019

Harold Higgins
Worcester County Administrator
1 West Market Street
Snow Hill Md. 21863

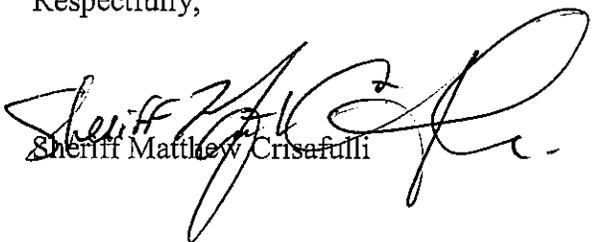
The Worcester County Sheriff's Office has applied for and received a grant from the Maryland Highway Safety Office to participate in traffic enforcement initiatives during the fiscal year of 2019. We have received this grant several years in the past

May we have this topic placed on the agenda for the next commissioners meeting? I am requesting that the Worcester County Commissioners approve the grant for the fiscal year 2019.

Lt. Schreier will be the point of contact for this grant. Once approved Lt. Schreier will need to show Commissioner Purnell how to accept the terms of the grant through the grant management computer application.

Thank you for your consideration in this matter.

Respectfully,


Sheriff Matthew Crisafulli

"Proud to Protect, Ready to Serve"

Worcester County Sheriff's Office
One West Market Street, Room 1001
Snow Hill, MD 21863
410-632-1111- phone / 410-632-3070- fax
www.WorcesterSheriff.com

1

GRANT APPLICATION

PROJECT DETAILS	
FUNDING: Law Enforcement	PROGRAM AREA: Aggressive Driving
APPLICATION #: LE-Worcester Co Sheriff-2019-226	PROJECT TITLE: Worcester County Aggressive Driving
PROJECT AGENCY: Worcester County Sheriff's Office	FUND RECIPIENT AGENCY: Worcester County -
ADDRESS: 1 West Market Street Suite. 1001, Snow Hill, MD-21863	PROJECT START DATE: 10/01/2018
DUNS #: 11-183-5364	PROJECT END DATE: 09/30/2019
FEDERAL TAX ID: 52-6001064	STATUS: Project Agreement Documents in Creation

CONTACT DETAILS	
PROJECT DIRECTOR: Edward Schreier	PROJECT COORDINATOR: Edward Schreier
TITLE: Lieutenant	TITLE: Lieutenant
PHONE: (410) 632-1111	PHONE: (410) 632-1111
E-MAIL: eschreier@co.worcester.md.us	E-MAIL: eschreier@co.worcester.md.us
FISCAL OFFICER: Doug Dods	AUTHORIZING OFFICIAL: Diane Purnell
TITLE: Col.	TITLE:
PHONE: (410) 632-1111	PHONE: (410) 632-1111
E-MAIL: ddods@co.worcester.md.us	E-MAIL: dpurnell@co.worcester.md.us

TRANSPARENCY ACT
Does your agency receive \$25,000 or more from the Maryland Highway Safety Office? No
Does your Agency receive 80%, and \$25,000,000 or more, of its Annual Gross Revenues from Federal Awards? No
Does the public have access to information about the compensation of your Agency's executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934, or section 6104 of the Internal Revenue Code of 1986? Yes
TOP 5 HIGHLY COMPENSATED OFFICERS
None

STATEWIDE PROGRAM PARTICIPATION
ADAPT: Yes

STRATEGY SELECTION
Develop and implement statewide aggressive driving enforcement practices: Yes
Conduct public awareness, training, and media programs aimed at reducing aggressive driving: Yes

PROBLEM IDENTIFICATION

- Historically, there have been very few aggressive driving fatalities in Worcester County, with one occurring in 2014 and 2016. Minimal serious injuries resulted from such crashes in the county as well, from five in 2014 (2.6% of all aggressive driving serious injuries) to eight in 2016 (4.0% of all). In 2016, 6.7% of fatalities and 15.1% of all serious injuries in Worcester County resulted from aggressive driving crashes. Aggressive driving citations are rarely issued because a driver must be observed committing three or more specific infractions to qualify under the aggressive driving statute. In all of Maryland, only 755 such citations were issued in 2016. Of those, 25 (3.3%) were issued in Worcester County.
- There has been an average of less than two speeding-related fatalities in Worcester County, with one occurring in 2016. Over the past three years, Worcester County has accounted for an average of 2.2% of the state's speeding-related fatalities. There has been a significant decline in serious injuries resulting from such crashes in the County as well, from 13 in 2014 (2.9% of all speeding serious injuries) to six in 2016 (1.5% of all). However, those figures also mean that, in 2016, 6.7% of all fatalities and 11.3% of all serious injuries in Worcester County resulted from speeding crashes. Correspondingly, statewide, speed-related crashes resulted in 13.8% of all fatalities and 12.5% of all serious injuries in 2016. Speeding violations are very common and those adjudicated through the District Court do not include automated enforcement. The State has seen an average of 232,505 speeding citations issued over the past three years, with close to four percent of those occurring in Worcester County. Conversely, 35.2% of all Worcester County citations in 2016 were issued for speeding.

Additional data or information to support your proposed project: None

BUDGET SUMMARY

BUDGET CATEGORIES	REQUESTED AMOUNT
Law Enforcement Overtime	\$1,999.50
Total	\$1,999.50

LAW ENFORCEMENT OVERTIME

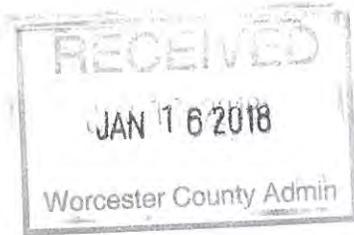
TYPE OF ENFORCEMENT	OT HOURS WORKED	AVERAGE OT HOURLY RATE	CALCULATED AMOUNT	REQUESTED AMOUNT
ADAPT	32.25	\$62.00	\$1,999.50	\$1,999.50
			\$1,999.50	\$1,999.50

DOCUMENTS

CATEGORY	DESCRIPTION	FILE NAME	CREATED BY	CREATED DATE
Law Enforcement Overtime	Deputies pay scale	Copy of FY17-18 Sheriff Salaries - EmployeePayRateReport - run date 8-2-2017.xls	eschreier	03/07/2018 10:30:56 AM

NOTES

None



EMERGENCY SERVICES
Worcester County
GOVERNMENT CENTER
ONE WEST MARKET STREET, ROOM 1002
SNOW HILL, MARYLAND 21863-1193
TEL: 410-632-1311
FAX: 410-632-4686

3

BILLY BIRCH
DIRECTOR

TO: Harold Higgins, Chief Administrative Officer
FROM: Billy Birch, Director of Emergency Services
DATE: January 16, 2019
RE: FY18 Emergency Management Performance Grant

Please find attached for County Commissioner consideration and execution a grant award acceptance and grant adjustment notice related to the Federal Fiscal Year 2018 Emergency Management Performance Grant. This \$74,651.35 Department of Homeland Security Grant is used to provide matching funds toward the Emergency Management Director salary. The Grant Adjustment Notice defines the performance period of this grant as ending on June 30, 2019.

JWB/jeh

2018 Subrecipient Agreement
for
Worcester County Emergency Services

1. Sub-Recipient Name and Address

Worcester County Emergency Services

2. Prepared by: *Whitstone, Danielle*

3. MEMAGMS Award Number: 18-SR
8861-01

4. Federal Grant Information

Federal Grant Title:

Emergency Management Performance Grant

Federal Grant Award Number/CFDA Number:

EMW-2018-EP-00002-S01 / 97.042

Federal Granting Agency:

U.S. Department of Homeland Security
Federal Emergency Management Agency

5

Award Amount and Grant Breakdowns

Total Award Amount
\$74,651.35
100% Match Required

2018 Emergency Management Performance Grant

Performance Period:

FROM Oct 1, 2017 – Sep 30, 2019

6. Statutory Authority for Grant:

Authorizing Authority for Program National Flood Insurance Act of 1968 (42 U.S.C. 4001 et seq.); Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5121 et seq.); Earthquake Hazards Reduction Act of 1977 (42 U.S.C. 7701 et seq.); Reorganization Plan No. 3 of 1978 (5 U.S.C. App.); and, Section 662 of the *Post-Katrina Emergency Management Reform Act of 2006* (PKEMRA), Public Law 109-295, as amended, (6 U.S.C. § 762). Appropriation Authority for Program *The Department of Homeland Security Appropriations Act, 2017*

7. Method of Payment: Primary method is reimbursement.

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

9

Agency Approval

Approving SAA Official:

Donald Lumpkins, Chief Financial Officer
Maryland Emergency Management Agency

Signature of SAA Official:

Date:

10

Sub-Recipient Acceptance

I have read and understand the attached Agreement Articles.

Type name and title of Authorized Sub-Recipient official:

Signature of Sub-Recipient Official:

11. Enter Federal Employer Identification Number (FEIN) and DUNS number:

526001064

12. Date Signed :

13. DUE DATE: 11/12/2018

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

Article XV	Lobbying Prohibitions
Article XVI Act of 1964, Title VI)	Limited English Proficiency (Civil Rights
Article XVII	Hotel and Motel Fire Safety Act of 1990
Article XVIII	Fly America Act of 1974
Article XIX Personally Identifiable Information (PII)	Best Practices for Collection and Use of
Article XX	Americans with Disabilities Act of 1990
Article XXI	Age Discrimination Act of 1975
Article XXII	Activities Conducted Abroad
Article XXIII from DHS	Acknowledgment of Federal Funding
Article XXIV Messaging while Driving	Federal Leadership on Reducing Text
Article XXV	Federal Debt Status
Article XXVI Civil Remedies	False Claims Act and Program Fraud
Article XXVII	Energy Policy and Conservation Act
Article XXVIII Opportunity in Education Act) - Title IX	Education Amendments of 1972 (Equal
Article XXIX	Duplication of Benefits
Article XXX	Drug-Free Workplace Regulations
Article XXXI	Debarment and Suspension
Article XXXII	Copyright
Article XXXIII	Civil Rights Act of 1968
Article XXXIV	Civil Rights Act of 1964 - Title VI
Article XXXV Assurances	DHS Specific Acknowledgements and
Article XXXVI	Assurances, Administrative

Requirements, Cost Principles, and Audit Requirements

Article XXXVII	National Environmental Policy Act
Article XXXVIII Pertaining to Faith-Based Organizations	Nondiscrimination in Matters
Article XXXIX	Acceptance of Post Award Changes
Article XL Under the Federal Award	Disposition of Equipment Acquired
Article XLI Approved Budget	Prior Approval for Modification of
Article XLII	Payment Type

Article I - Whistleblower Protection Act

Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C Section 2409, 41 U.S.C. 4712, and 10 U.S.C. Section 2324, 41 U.S.C. Sections 4304 and 4310.

Article II - Use of DHS Seal, Logo and Flags

Recipients must obtain permission from their DHS FAO, prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

Article III - USA Patriot Act of 2001

Recipients must comply with requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. Sections 175-175c.

Article IV - Universal Identifier and System of Award Management (SAM)

Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A.

Article V - Reporting of Matters Related to Recipient Integrity and Performance

If the total value of the recipient's currently active grants, cooperative agreements, and procurement contracts from all federal assistance offices exceeds \$10,000,000 for any period of time during the period of performance of this federal financial assistance award, the recipient must comply with the requirements set forth in the 4

government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

Article VI - Rehabilitation Act of 1973

Recipients must comply with the requirements of Section 504 of the *Rehabilitation Act of 1973*, (29 U.S.C. Section 794), as amended, which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Article VII - Trafficking Victims Protection Act of 2000

Recipients must comply with the requirements of the government-wide award term which implements Section 106(g) of the *Trafficking Victims Protection Act of 2000*, (TVPA) as amended by 22 U.S.C. Section 7104. The award term is located at 2 C.F.R. Section 175.15, the full text of which is incorporated here by reference.

Article VIII - Terrorist Financing

Recipients must comply with E.O. 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

Article IX - SAFECOM

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Article X - Reporting Subawards and Executive Compensation – Applies to MEMA only.

Recipients are required to comply with the requirements set forth in the government-wide Award Term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

Article XI - Procurement of Recovered Materials

Recipients must comply with Section 6002 of the *Solid Waste Disposal Act*, as amended by the *Resource Conservation and Recovery Act*. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Article XII - Patents and Intellectual Property Rights

Unless otherwise provided by law, recipients are subject to the *Bayh-Dole Act, Pub. L. No. 96-517*, as amended, and codified in 35 U.S.C. Section 200 et seq. All recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. Section 401.14.

Article XIII - Notice of Funding Opportunity Requirements

All of the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. Recipients must comply with any such requirements set forth in the program NOFO.

Article XIV - Non-supplanting Requirement

Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

Article XV - Lobbying Prohibitions

Recipients must comply with 31 U.S.C. Section 1352, which provides that none of the funds provided under an federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

Article XVI - Limited English Proficiency (Civil Rights Act of 1964, Title VI)

Recipients must comply with the *Title VI of the Civil Rights Act of 1964* (42 U.S.C. Section 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to DHS Recipient Guidance-access-people-limited and additional resources on <http://www.lep.gov>.

Article XVII - Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the *Hotel and Motel Fire Safety Act of 1990*, (15 U.S.C. Section 2225a), recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the *Federal Fire Prevention and Control Act of 1974*, as amended, (15 U.S.C. Section 2225).

Article XVIII - Fly America Act of 1974

Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C. Section 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the *International Air Transportation Fair Competitive Practices Act of 1974* (49 U.S.C. Section 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981 amendment to Comptroller General Decision B-138942.

Article XIX - Best Practices for Collection and Use of Personally Identifiable Information (PII)

Recipients who collect PII are required to have a publically-available privacy policy that describes standards on the usage and maintenance of PII they collect. DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template as useful resources respectively.

Article XX - Americans with Disabilities Act of 1990

Recipients must comply with the requirements of Titles I, II, and III of the *Americans with Disabilities Act*, which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities. (42 U.S.C. Sections 12101- 12213).

Article XXI - Age Discrimination Act of 1975

Recipients must comply with the requirements of the *Age Discrimination Act of 1975* (Title 42 U.S. Code, Section 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

Article XXII - Activities Conducted Abroad

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

Article XXIII - Acknowledgment of Federal Funding from DHS

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

Article XXIV - Federal Leadership on Reducing Text Messaging while Driving

Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in 7

Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the federal government.

Article XXV - Federal Debt Status

Recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

Article XXVI - False Claims Act and Program Fraud Civil Remedies

Recipients must comply with the requirements of The False Claims Act (31 U.S.C. Section 3729-3733) which prohibits the submission of false or fraudulent claims for payment to the federal government. (See 31 U.S.C. Section 3801-3812 which details the administrative remedies for false claims and statements made.)

Article XXVII - Energy Policy and Conservation Act

Recipients must comply with the requirements of The Energy Policy and Conservation Act (42 U.S.C. Section 6201) which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

Article XXVIII - Education Amendments of 1972 (Equal Opportunity in Education Act) - Title IX

Recipients must comply with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. Section 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19

Article XXIX - Duplication of Benefits

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

Article XXX - Drug-Free Workplace Regulations

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 CFR part 3001, which adopts the Government-wide implementation (2 CFR part 182) of sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 8101).

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Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, and 2 C.F.R. Part 180. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

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

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

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When original or replacement equipment acquired under this award by the recipient or its sub-recipients is no longer needed for the original project or program or for other activities currently or previously supported by DHS/FEMA, you must request instructions from MEMA to make proper disposition of the equipment pursuant to 2 C.F.R. Section 200.313.

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Before making any change to the MEMA approved budget for this award, prior written approval with a detailed justification must be requested and provided to MEMA via MEMAGMS.

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Block 13 (Assistance Arrangement) in the Obligating Document indicates "Cost Reimbursement" as the Payment type. However, as per 2 CFR 200.305 (Payment), for states, payments are governed by Treasury-State CMIA agreements and default procedures codified in 31 CFR Part 205 and TFM 4A-2000 Overall Disbursing Rules for All Federal Agencies. Funding is available for drawdown through FEMA's Payment and

Reporting System (PARS) upon notice of award. Drawdowns must be limited to the minimum amounts needed and be timed to be in accordance with the actual, immediate cash requirements of the state.



2018 Grant Adjustment Notice
for
County Commissioners of Worcester County, Maryland

Date of Award

1/4/2019

1. Sub-Recipient Name and Address		2. Prepared by: <i>Low, Wilson</i>	3. MEMAGMS Award Number: 18-GA 8861-03
County Commissioners of Worcester County, Maryland		4. Federal Grant Information	
		Federal Grant Title:	Emergency Management Performance Grant
		Federal Grant Award Number/CFDA Number:	EMW-2018-EP-00002-S01 / 97.042
		Federal Granting Agency:	U.S. Department of Homeland Security Federal Emergency Management Agency

5. Award Amount and Grant Breakdowns

Total Award Amount \$74,651.35 <i>100% Match Required</i>	2018 Emergency Management Performance Grant Performance Period: FROM Oct 1, 2017 – Jun 30, 2019
--	---

6. Statutory Authority for Grant:

Authorizing Authority for Program National Flood Insurance Act of 1968 (42 U.S.C. 4001 et seq.); Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5121 et seq.); Earthquake Hazards Reduction Act of 1977 (42 U.S.C. 7701 et seq.); Reorganization Plan No. 3 of 1978 (5 U.S.C. App.); and, Section 662 of the *Post-Katrina Emergency Management Reform Act of 2006* (PKEMRA), Public Law 109-295, as amended, (6 U.S.C. § 762). Appropriation Authority for Program *The Department of Homeland Security Appropriations Act, 2017*

7. Method of Payment: Primary method is reimbursement.

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

9. Agency/Approval

Approving SAA Official: Donald Lumpkins, Chief Financial Officer Maryland Emergency Management Agency	Signature of SAA Official:
	Date:

10. This award supercedes all previous awards. Sub-Recipient Acceptance

I have read and understand the attached Agreement Articles.

Type name and title of Authorized Sub-Recipient official:	Signature of Sub-Recipient Official:
--	---

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

13. DUE DATE: 2/13/2019

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

AGREEMENT ARTICLES

Emergency Management Performance Grants

GRANTEE: Maryland Emergency Management Agency
PROGRAM: Emergency Management Performance Grants
AGREEMENT NUMBER: EMP-2018-EP-00002-S01

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Article II	Use of DHS Seal, Logo and Flags
Article III	USA Patriot Act of 2001
Article IV Award Management (SAM)	Universal Identifier and System of
Article V Recipient Integrity and Performance	Reporting of Matters Related to
Article VI	Rehabilitation Act of 1973
Article VII 2000	Trafficking Victims Protection Act of
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Article IX	SAFECOM
Article X Compensation	Reporting Subawards and Executive
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Hotel and Motel Fire Safety Act of 1990

Fly America Act of 1974

Best Practices for Collection and Use of

Americans with Disabilities Act of 1990

Age Discrimination Act of 1975

Activities Conducted Abroad

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Federal Leadership on Reducing Text

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Education Amendments of 1972 (Equal

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Article XXXVII	National Environmental Policy Act
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Article XXXIX	Acceptance of Post Award Changes
Article XL Under the Federal Award	Disposition of Equipment Acquired
Article XLI Approved Budget	Prior Approval for Modification of
Article XLII	Payment Type

Article I - Whistleblower Protection Act

Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C Section 2409, 41 U.S.C. 4712, and 10 U.S.C. Section 2324, 41 U.S.C. Sections 4304 and 4310.

Article II - Use of DHS Seal, Logo and Flags

Recipients must obtain permission from their DHS FAO, prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

Article III - USA Patriot Act of 2001

Recipients must comply with requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. Sections 175-175c.

Article IV - Universal Identifier and System of Award Management (SAM)

Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A.

Article V - Reporting of Matters Related to Recipient Integrity and Performance

If the total value of the recipient's currently active grants, cooperative agreements, and procurement contracts from all federal assistance offices exceeds \$10,000,000 for any period of time during the period of performance of this federal financial assistance award, the recipient must comply with the requirements set forth in the

government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

Article VI - Rehabilitation Act of 1973

Recipients must comply with the requirements of Section 504 of the *Rehabilitation Act of 1973*, (29 U.S.C. Section 794), as amended, which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Article VII - Trafficking Victims Protection Act of 2000

Recipients must comply with the requirements of the government-wide award term which implements Section 106(g) of the *Trafficking Victims Protection Act of 2000*, (TVPA) as amended by 22 U.S.C. Section 7104. The award term is located at 2 C.F.R. Section 175.15, the full text of which is incorporated here by reference.

Article VIII - Terrorist Financing

Recipients must comply with E.O. 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

Article IX - SAFECOM

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Article X - Reporting Subawards and Executive Compensation – Applies to MEMA only.

Recipients are required to comply with the requirements set forth in the government-wide Award Term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

Article XI - Procurement of Recovered Materials

Recipients must comply with Section 6002 of the *Solid Waste Disposal Act*, as amended by the *Resource Conservation and Recovery Act*. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Article XII - Patents and Intellectual Property Rights

Unless otherwise provided by law, recipients are subject to the *Bayh-Dole Act, Pub. L. No. 96-517*, as amended, and codified in 35 U.S.C. Section 200 et seq. All recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. Section 401.14.

Article XIII - Notice of Funding Opportunity Requirements

All of the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. Recipients must comply with any such requirements set forth in the program NOFO.

Article XIV - Non-supplanting Requirement

Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

Article XV - Lobbying Prohibitions

Recipients must comply with 31 U.S.C. Section 1352, which provides that none of the funds provided under an federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

Article XVI - Limited English Proficiency (Civil Rights Act of 1964, Title VI)

Recipients must comply with the *Title VI of the Civil Rights Act of 1964* (42 U.S.C. Section 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to DHS Recipient Guidance-access-people-limited and additional resources on <http://www.lep.gov>.

Article XVII - Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the *Hotel and Motel Fire Safety Act of 1990*, (15 U.S.C. Section 2225a), recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the *Federal Fire Prevention and Control Act of 1974*, as amended, (15 U.S.C. Section 2225).

Article XVIII - Fly America Act of 1974

Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C. Section 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the *International Air Transportation Fair Competitive Practices Act of 1974* (49 U.S.C. Section 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981 amendment to Comptroller General Decision B-138942.

Article XIX - Best Practices for Collection and Use of Personally Identifiable Information (PII)

Recipients who collect PII are required to have a publically-available privacy policy that describes standards on the usage and maintenance of PII they collect. DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template as useful resources respectively.

Article XX - Americans with Disabilities Act of 1990

Recipients must comply with the requirements of Titles I, II, and III of the *Americans with Disabilities Act*, which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities. (42 U.S.C. Sections 12101- 12213).

Article XXI - Age Discrimination Act of 1975

Recipients must comply with the requirements of the *Age Discrimination Act of 1975* (Title 42 U.S. Code, Section 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

Article XXII - Activities Conducted Abroad

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

Article XXIII - Acknowledgment of Federal Funding from DHS

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

Article XXIV - Federal Leadership on Reducing Text Messaging while Driving

Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in 19

Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the federal government.

Article XXV - Federal Debt Status

Recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

Article XXVI - False Claims Act and Program Fraud Civil Remedies

Recipients must comply with the requirements of The False Claims Act (31 U.S.C. Section 3729-3733) which prohibits the submission of false or fraudulent claims for payment to the federal government. (See 31 U.S.C. Section 3801-3812 which details the administrative remedies for false claims and statements made.)

Article XXVII - Energy Policy and Conservation Act

Recipients must comply with the requirements of The Energy Policy and Conservation Act (42 U.S.C. Section 6201) which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

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Recipients must comply with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. Section 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19

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



OFFICE OF THE
COUNTY COMMISSIONERS

Worcester County

GOVERNMENT CENTER
ONE WEST MARKET STREET • ROOM 1103

SNOW HILL, MARYLAND

21863-1195

January 14, 2019

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

To: Harold L. Higgins, Chief Administrative Officer
From: Kathy Whited, Budget Officer
Subject: Department of Social Services FY19 Grant

Kathy

On December 20, 2018, Robert Baldwin, Director of Department of Social Services, requested to allocate \$3,000 from their FY2019 grant to cover additional Senior Assistance expenses for the remainder of the fiscal year. Their agency allocated the FY2019 grant into \$7,500 for senior pharmacy assistance and \$7,500 for senior assistance. Ms. Baldwin's request to use \$3,000 of the grant for senior assistance will help cover the needs of 50 additional people this fiscal year.

My recommendation would be to approve the use of \$3,000 for senior assistance. Should you have any questions, please feel free to contact me.

Attachments

H:\19 Audit\FY19 Social Services Senior Assistance memo.docx



DEPARTMENT OF HUMAN SERVICES

Worcester County Department of Social Services

Roberta Baldwin Director

Dawn Jones Assistant Director Child Support

Jamie Manning Assistant Director Services

Ellen Payne Assistant Director Family Investment

Mary Beth Quillen Assistant Director Administration

MAIN OFFICE 299 Commerce Street P.O. Box 39 Snow Hill, Maryland 21863

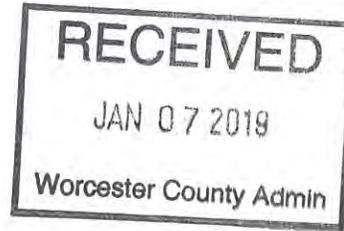
Telephone: 410-677-6800 Fax: 410- 677-6810 TTY: 410-677-6800

Website: www.dhr.maryland.gov/local-offices/worcester-county/



December 20, 2018

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



copy: Kathy Whittel - For review of recommendation

RE: Request to Amend FY19 Grant Pharmacy & Senior Assistance

Dear Mrs. Purnell,

I am writing to request an amendment to the allocation the County awarded Worcester Department of Social Services for FY19. The County granted our agency \$15,000 for pharmacy and senior assistance. I would like to distribute \$3,000 out of these funds into the Senior Assistance program. With gaps in the State program, we have faced challenges in aiding our senior population with essential needs.

This program allows us to help over 100 individuals and families.

The pharmacy funds are used to help customers that require an intervention with emergency pharmacy dilemmas or gaps in programs. The senior assistance program has given us an opportunity to help seniors that are not funded by state programs for pharmacy or other essential needs.

We are grateful for your assistance and are asking that the county allow us to move \$3,000 from our Pharmacy program into our Senior Assistance program for the remainder of FY19.

Thank you for your commitment to our families. Please feel free to contact me with any questions at 410- 677-6806.

Sincerely,

[Handwritten signature]

Roberta Baldwin, Director

NON-PROFIT GRANT BUDGET REQUEST

Applicant: Worcester County Department of Social Services

Timeline this Budget Covers: July 1, 2018 – June 30, 2019

Grant Amount Requested from Worcester County Government: \$15,000.00

II. GRANT REQUEST BUDGET FORM (must use this form if requesting funds for a specific project. If your organization is requesting operating funds please only provide a narrative and attach your operating budget.)

Time period this project budget covers: July 1, 2018 – June 30, 2019

A. Project Expenses: Itemize all project expenses. On a separate sheet, include a budget narrative, which describes each itemized expense, how it relates to the project and how the budgeted amount was calculated. Please note that purchases made prior to the grant deadline are not eligible.

<u>Project Expenses</u>	<u>Total Amount</u>	<u>Source of Estimate</u>
1. Pharmacy	\$ 7,500	FY18
2. Senior Assistance	\$ 7,500	FY18
3. _____	\$ _____	_____
4. _____	\$ _____	_____
5. _____	\$ _____	_____
6. _____	\$ _____	_____
7. _____	\$ _____	_____
8. _____	\$ _____	_____
9. _____	\$ _____	_____
10. _____	\$ _____	_____

Total project expenses: (A) = \$15,000

See Attachment 1

B. Project Revenue: List all potential funding sources for this project including those that may be pending approval through a donor or grant maker. Indicate revenue that is cash and in-kind.

<u>Current Project Revenue Source</u>	<u>Cash (B)</u>	<u>In Kind (C)</u>
1. Worcester County Government	\$15,000	\$ _____
2. _____	\$ _____	\$ _____
3. _____	\$ _____	\$ _____
Total Cash (B) = \$15,000	Total In Kind (C) = \$ _____ -0- _____	

The Total Revenue (B+C) \$15,000 must equal the Total Project Expense (A) \$15,000

See Attachment 2

Future Project Funding Sources Please list any future project funding sources for this project. If no sources have been identified, please outline plans to sustain the project on the budget narrative.

1. _____	\$ _____	\$ _____
2. _____	\$ _____	\$ _____
3. _____	\$ _____	\$ _____



OFFICE OF THE TREASURER

Worcester County

GOVERNMENT CENTER

ONE WEST MARKET STREET, ROOM 1105

P.O. Box 248

SNOW HILL, MARYLAND

21863

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

5

PHILLIP G. THOMPSON, CPA
FINANCE OFFICER

JENNIFER C. SWANTON, CPA
ASSISTANT FINANCE OFFICER

TO: Harold L. Higgins, Chief Administrative Officer
FROM: Phillip G. Thompson, Finance Officer *PGT*
DATE: January 16, 2019
SUBJECT: TransUnion Subscription

As you are aware, the Treasurer's Department continues to work with the Circuit Court in order to close out Excess Proceeds accounts from prior tax sales. During this project it has come to our attention that we do not have a system in place that is adequate to research and locate previous owners of these properties. After researching our options we determined that TransUnion offers a service that allows us do this work in-house and the system was highly recommended by the Circuit Court staff. We did a one month free trial with the TransUnion system in December and determined that the system would be a very good tool for the Department to utilize. In addition to the Excess Proceeds project the system could be used to locate owners when preparing for the tax sale, assist with personal property collections, and when dealing with nuisance properties. As a result, I am asking for your permission to subscribe to the TransUnion service for one year at a cost of \$75 per month (\$900 annually). Funding for this expenditure currently exists in account 100.1005.010.6100.100, Dues and Subscriptions.

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



PRICING SUPPLEMENT

This Pricing Supplement and attached Pricing Sheet (collectively, the "Supplement") is incorporated into and supplements the then-current Subscriber Agreement ("Agreement") between TransUnion Risk and Alternative Data Solutions, Inc. ("TRADS") and the Subscriber. The Subscriber agrees as follows:

1. **Effective Date; Term.** The Effective Date of this Supplement is specified in the Pricing Sheet. This Supplement shall commence upon the Effective Date and continue for the period specified in the Pricing Sheet ("Supplement Term"). Upon expiration of the Supplement Term, the Agreement will continue in effect in accordance with the terms therein, absent this Supplement, subject to TRADS's then-current fees and charges for the TRADS Services accessed thereafter. TRADS reserves the right to terminate this Supplement for convenience at any time, but in such instance Subscriber shall not be responsible for any Early Termination Fee.
2. **Fees and Charges.** Subscriber agrees to be bound by this Supplement and agrees to pay all fees and charges set forth in the Pricing Sheet during the Supplement Term.
3. **Early Termination Fee.** Notwithstanding anything to the contrary in this Supplement, Subscriber may terminate this Supplement prior to the end of the Supplement Term by giving TRADS written notice. Upon receipt of such notice, TRADS is entitled to and Subscriber agrees to pay an Early Termination Fee ("ETF") as liquidated damages equal to the average total monthly fees due hereunder within a billing period multiplied by the number of months remaining in the Supplement Term. The ETF also applies if TRADS terminates the Agreement and/or this Supplement due to Subscriber's breach, including but not limited to a breach of payment obligations. TRADS is also entitled to the cost(s) of collection for the ETF including attorneys' fees. The parties agree that (a) at the time of the execution of this Supplement it is and would be difficult to determine the damages that would be caused if Subscriber breached its obligations, especially where multi-level or tiered pricing is tied to actual use; (b) the ETF is a reasonable estimate of the actual damages that TRADS would incur if the payment obligation was breached; and (c) the ETF is fair and reasonable and is not intended as a penalty.
4. **Miscellaneous.** This Supplement contains the final written agreement and understanding of the parties with respect to the TRADS Services identified herein and shall supersede and replace any and all prior pricing supplements, agreements or understandings with respect to such TRADS Services. Except as provided in this Supplement, all other terms of the Agreement shall remain in full force and effect in accordance with its terms. In the event of a conflict between the terms of the Agreement and this Supplement, the terms of this Supplement will apply. In the event any one or more provisions of this Supplement, or the Pricing Sheet, is held to be invalid or unenforceable, the enforceability of any remaining provision(s) shall be unimpaired. All capitalized terms used but not defined in this Supplement will have the same meaning given to them in the Agreement.

[Remainder of page intentionally left blank.
Signature page follows on the attached Pricing Sheet.]



**PRICING SHEET
to Pricing Supplement**

"Subscriber": <u>Worcester County Government</u> Subscriber ID: <u>5203421</u> TRADS Services: TLOxp® Online – Non-Batch Flat Rate - Monthly. Effective Date: <u>01/01/2019</u> Supplement Term: <u>12</u> month(s) without auto-renewal	Monthly Fee: <u>\$ 75.00</u> Number of Monthly Transactions: <u>250</u> The Monthly Fee includes the above number of Monthly Transactions, subject to the Excluded Searches/Reports and Transactional Overage Pricing sections below. Unused Monthly Transactions do not rollover into a subsequent month.
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EXCLUDED SEARCHES/REPORTS:
 The Monthly Fee includes all searches and reports currently offered through the TRADS Services as of the Effective Date, except as follows. Any of the following searches and reports, if checked below, are also excluded.

<input checked="" type="checkbox"/> Social Media Report	<input type="checkbox"/> Comprehensive Report – Person
<input checked="" type="checkbox"/> Super Reverse Phone Lookup	<input type="checkbox"/> Comprehensive Report – Business
<input type="checkbox"/> Relationship Report	<input type="checkbox"/> Locate/Asset Report
<input checked="" type="checkbox"/> Vehicle Sightings Report	<input type="checkbox"/> Address Report
<input checked="" type="checkbox"/> Driver Risk (Address, Driver's License, License Plate)	<input type="checkbox"/> Global Watch List
<input type="checkbox"/> Phone Report	

The excluded searches and reports, as checked, are subject to TRADS' then-current fees and charges (unless a price is specified above) on a per Transaction basis, subject to Subscriber's data access rights. The fees and charges for Excluded Searches/Reports shall be in addition to the Monthly Fee. TRADS reserves the right to exclude future released searches and/or reports from the Monthly Fee.

TRANSACTIONAL OVERAGE PRICING: Transactions exceeding the Number of Monthly Transactions specified above will be subject to TRADS' then-current fees and charges on a per Transaction basis, except as specified otherwise below and subject to Subscriber's data access rights. Transactional Overage Pricing shall be in addition to the Monthly Fee.

"Transactions" are any and all information returned by TRADS in response to a search query.

Subscriber acknowledges and agrees that Subscriber's signature on this page constitutes agreement to and acceptance of this Supplement in its entirety.

Acknowledged and agreed to by:

Worcester County Government
 Company Name ("Subscriber")

 Authorized Signature Signature Date

 Type or Print Name of Authorized Signer



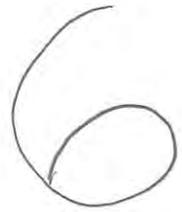
DONNA J. BOUNDS
WARDEN



**Worcester County
Jail**

P.O. BOX 189
SNOW HILL, MARYLAND
21863

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



QUINTIN L. DENNIS
SECURITY

FULTON W. HOLLAND JR.
CLASSIFICATION

January 15, 2019

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

Greetings Mr. Higgins,

I am submitting this documentation from Correct Care Solutions, LLC requesting continued medical service contract for FY20 with a recommendation for staffing adjustments. Correct Care Solutions medical and mental health personnel provide a valuable service to the jail. They assist in achieving compliance for the annual ICE audit and the State of Maryland audit, which is completed on a 3-year cycle. For the calendar year 2018, medical personnel and mental health personnel recorded 26,332 service calls to the inmate/detainee population. The recommended nursing staff adjustments include the positions listed below:

1. Registered Nurse to provide coverage as the Director of Nursing as an additional administrative support and coverage for medical care – position remains unfilled
2. Evening Registered Nurse for 24 hours per week requested for FY20
3. Administrative Assistant coverage increase of 4 hours per week for FY20

The total increase for the requested adjustments for the current budget year (FY19) would be approximately \$963.33 per month for the RN to Director of Nursing (DON) position to bring the total monthly compensation to \$103,043.38. The DON position has not been filled as of January 15, 2019. The requested Evening Registered Nurse position and increase in Administrative Assistant coverage hours are for the FY20 budget year. Included in this request, is the FY20 total compensation increase to the amount of \$1,346,9747.70 which includes the 2nd year of the 5 year contract, originally signed in March 2018, at a total 2.9 % increase and also includes total funding of the recommended staffing adjustment positions. Please contact me if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to be "Donna J. Bounds".

Donna J. Bounds, Warden
Worcester County Jail

December 12, 2018

Maureen F.L. Howarth, County Attorney
Worcester County Government Center
One W. Market Street, Room 1103
Snow Hill, Maryland 21863

RE: Staff Adjustments and 2019-2020 Compensation Increase

Greetings Ms. Howarth:

I hope this letter finds you well. Conmed is pleased to be the provider of medical services at the Worcester County Detention Center and we are excited for the opportunity to enhance our medical health program for your inmate population.

Nursing Staff Adjustments

Based on recent discussions, effective December 1, 2018, we are proposing to transition 1.0 FTE of Registered Nurse (RN) coverage to a Director of Nursing (DON) role in order to provide additional administrative support for the nursing staff. Based on the level of knowledge, scope of expertise, and increase in responsibility, we recommend an adjustment in compensation so that we can offer a competitive salary and ensure our recruiting and retention efforts are successful.

Cost Impact: \$11,560 Annually

Further, to better manage the increased acuity and complexity of our growing patient population, for our 2019-2020 contract year we respectfully recommend adding 0.60 FTEs (24 hours) per week of RN evening coverage to our current staffing matrix. We appreciate your consideration as these requested hours will ensure continuity of care and maintain the high quality of services you have come to expect from our nursing staff.

Cost Impact: \$70,872 Annually

Administrative Assistant Coverage

Since 2017, Conmed has funded 4 hours per week (0.10 FTEs) of Administrative Assistant coverage at no cost to the County. We respectfully request to formally add these hours to our agreement effective July 1, 2019.

Cost Impact: \$3,696 Annually

2019-2020 Fixed Compensation Increase

As per Section 2B of our Agreement, for Year Two of our current five-year renewal term, the base amount to be paid by the County for professional health care services rendered at the Worcester County Detention Center will increase 2.9% beginning July 1, 2019.

Cost Impact: \$35,859 Annually

Application of the above staffing adjustments and the 2.9% fixed increase revises the current compensation amounts as indicated in the below table, through June 30, 2020.

Total Cost Impact:

	<i>Monthly</i>	<i>Annually</i>
2018-2019 Base Compensation	\$ 102,080.05	\$ 1,224,960.60
RN to DON Transition	\$ 963.33	\$ 11,560.00
<i>Revised Base Compensation December 1, 2018 - June 30, 2019</i>	<i>\$ 103,043.38</i>	<i>\$ 1,236,520.60</i>
2019-2020 Fixed Increase - 2.9%	\$ 2,988.26	\$ 35,859.10
RN Enhancement	\$ 5,906.00	\$ 70,872.00
Administrative Assistant Enhancement	\$ 308.000	\$ 3,696.00
<i>Total Compensation July 1, 2019 - June 30, 2020</i>	<i>\$ 112,245.64</i>	<i>\$ 1,346,947.70</i>

We greatly appreciate the relationship we have established over the years and we value the opportunity to continue our work together!

To affirm moving forward, please sign below and email a scanned copy to Andrea Knox, Partner Services Specialist, at akknox@correctcaresolutions.com. Upon receipt, our Legal Department will begin drafting a formal contract amendment and route to the appropriate individuals for signature. Should you have any questions as you review our quote, please do not hesitate to contact Michelle Autrey, Regional Manager for Worcester County, at 443-944-2131.

Warm regards,



Linda Pansulla
Regional Vice President, Operations

*Cc: Michelle Autrey, Regional Manager
Gina Rose, Vice President, Partner Services*

The undersigned is authorized by Worcester County to accept the above terms:

Authorized Worcester County Representative

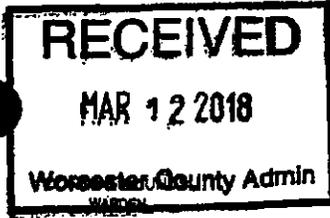
Date Signed

Print Name

Title

PLEASE NOTE: Final delivery of the contract amendment will be via email. If hard copies with original signatures are required, please indicate the number of copies needed: _____

Pursuant to the request of Warden Donna Bounds and upon a motion by Commissioner Mitrecic, the Commissioners unanimously authorized Commission President Purnell to sign the Ninth Amendment to the Contract for Medical Services for Inmates between Correct Care Solutions (formerly Conmed) and the County Commissioners of Worcester County, Maryland for an additional five years from July 1, 2018 through June 30, 2023. Warden Bounds explained that the Correct Care Solutions has been providing medical services to inmates housed at the Jail since 2012, with annual increases tied to the Consumer Price Index (CPI) for Medical Care Services. Under the revised contract, the base compensation for the first year would increase by 2.6% from the prior year, with annual increases of 2.9% thereafter, rather than the CPI for Medical Care Services which has recently been as high as 3.9%. In response to a question by Commissioner Bertino, Warden Bounds reviewed past cost increases and advised that the five-year, fixed-rate increases in the new contract are projected to provide a savings to the County.



**Worcester County
Jail**

P.O. BOX 189
SNOW HILL, MARYLAND
21863

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

QUINTIN L. DENNIS
SECURITY

FULTON W. HOLLAND JR.
CLASSIFICATION

March 9, 2018

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

RE: Correct Care Solutions Medical Contract

Dear Mr. Higgins,

I am submitting this letter to request the review and approval of the Correct Care Solutions annual contract. In July 2012, the Worcester County Jail received approval from the County Commissioners to enter into a medical service contract with Con Med, now known as Correct Care Solutions, to provide 24-hour medical services for the inmate population.

With the assistance of the County Attorney, Maureen Howarth, a new contract for Correct Care Solutions has been prepared. I am requesting to enter into a 5-year contract with Correct Care Solutions, with a CPI increase of 2.6% for FY19 and a fixed CPI increase of 2.9% for FY20 through FY23. The requested new contract proposal will provide a savings to the county while providing the necessary medical services to the inmate population. I am asking you to submit this request to the County Commissioners for their review and approval.

Please contact me if you have any questions or concerns.

Sincerely,

Donna J. Bounds, Warden
Worcester County Jail

**NINTH AMENDMENT TO THE
CONTRACT FOR MEDICAL SERVICES FOR INMATES
(Effective July 1, 2018)**

This Ninth Amendment, effective July 1, 2018 (this "Amendment"), to the Contract for Medical Services for Inmates, dated July 1, 2011, as amended (the "Contract") is by and between Conmed, LLC ("Conmed") and the County Commissioners of Worcester County, Maryland ("County").

WHEREAS, the Parties agree to renew the Contract for an additional five years (July 1, 2018 – June 30, 2023) based on the terms provided in this Amendment; and

WHEREAS, the Parties agree to amend the Contract to provide that the base compensation for the first of the five year renewal period be increased by 2.6% from the prior year; and

WHEREAS, the Parties agree to amend the Contract to provide for fixed subsequent annual compensation increases at a rate of 2.9%; and

WHEREAS, the Parties agree to amend the Contract to provide that either Party may terminate the Contract without cause with 365 day prior written notice to the other Party; and

WHEREAS, the Parties agree to amend the Contract to provide that County's indemnification requirements be limited to the extent permitted by law; and

WHEREAS, the Parties agree to amend the Contract to provide that Conmed staff shall sign and comply with County's IT Policy;

WHEREAS, The Parties agree to amend the Contract to provide that the Nondiscrimination requirements; in that, Contractor will also not discriminate against an employee or prospective employee based on military status and or sexual orientation;

WHEREAS, The Parties agree to update the Notices section of the Contract as provided below; and

WHEREAS, The Parties agree that County may terminate this agreement with 30 days' notice in the event the required County appropriations are not available;

WHEREAS, the Parties desire to amend the Contract in accordance with Section 27 to memorialize such changes.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree:

1. **RECITALS.** The Parties hereto incorporate the forgoing recitals as a material portion of this Amendment.

2. **AMENDMENT TO SECTION 3. TERM OF THE CONTRACT.** The Parties agree to amend Section 3 of the Contract by deleting and replacing the paragraph with the following in lieu thereof:

The term of this Contract will be for five (5) years from July 1, 2018 through June 30, 2023, at which time it will terminate, unless sooner terminated pursuant to the terms of the Contract or by law or unless renewed as set forth herein upon mutual agreement. Following the five year term, the Contract may be renewed for an additional (1) year periods upon mutual agreement. Either Party may terminate the Contract without cause by providing a one year (356 day) prior written notice to the other Party.

3. **AMENDMENT TO SECTION 2. CONTRACT AMOUNT.** The Parties agree that the Contract Amount for the first year of the renewal term listed in Section 3 of this Amendment shall be One Million Two Hundred Twenty-Four Thousand Nine Hundred Sixty Dollars and Sixty Cents (\$1,224,960.60) annually, to be paid in 12 equal monthly installments of One Hundred Thousand Eighty Dollars and Five Cents (\$102,080.05), pro-rated for any partial months and subject to any reconciliations as set forth below. Each monthly installment is to be paid to Commed on or before the 1st day of the month of service.

4. **AMENDMENT TO SECTION 2B. COMPENSATION ADJUSTMENT BASED ON CONSUMER PRICE INDEX.** The Parties agree that annual compensation increases be fixed at a rate of 2.9% and that the paragraph under "Section 2B. Compensation Adjustment Based on Consumer Price Index" be deleted and replaced in its entirety with the following:

SECTION 2B. ANNUAL COMPENSATION ADJUSTMENT. The compensation (i.e., annual base price and per diem rate) to the Contractor shall be increased by 2.6% from the prior year as of the effective date of this Amendment. Upon each subsequent annual anniversary of the Agreement the base compensation shall be increased by a fixed percentage increase of 2.9%. Hence, the first compensation rate increase of 2.9% will become in effect on July 1, 2019. The fixed percentage increase of 2.9% shall be multiplied by the then current annual base price and shall also be multiplied by the then current per diem rate to determine the subsequent annual price and the subsequent per diem rate.

5. **AMENDMENT TO SECTION 5B HOLD HARMLESS AND INDEMNITY.** The first sentence shall be modified to include after the word "County," "to the fullest extent permitted by law."
6. **AMENDMENT TO SECTION 6 COMPLIANCE WITH LAWS, REGULATIONS, AND IMMIGRATION POLICY.** This Section title shall be amended to read "SECTION 6. COMPLIANCE WITH LAWS, REGULATIONS,

IMMIGRATION LAW AND COUNTY POLICIES.” Additionally, a new Subsection “C” will be added to provide as follows:

C. Contractor shall comply with the County’s IT Policy and each of Contractor’s employees shall sign the IT Policy following review and training on how to adhere to the Policy standards.

7. **AMENDMENT TO SECTION 9 REPORTS, RECORDS AND AUDIT.** The three (3) year requirement in the first sentence of Section 9 shall be replaced with a five (5) year requirement.

8. **AMENDMENT TO SECTION 16(A.)(I) DISCRIMINATION.** The first sentence of this section will be amended to add “military status and sexual orientation” to the list of classifications not to be used to discriminate against any employee or applicant for employment.

9. **AMENDMENT TO SECTION 23 NOTICES.** This section shall be amended by changing the contact person for the County from Gary Mumford, Warden to Donna Bounds, Warden. Also the Contractor’s Notice information will be deleted in its entirety and replaced with the following:

If to Contractor: Conmed, LLC
Attn: Chief Legal Officer
1283 Murfreesboro Pike, Suite 500
Nashville, TN 37217

10. **AMENDMENT TO SECTION 25(C.) SUSPENSION OR TERMINATION OF CONTRACT BY COUNTY.** The last sentence of shall be deleted and replaced with the following terms in lieu thereof:

Notwithstanding any provision herein to the contrary, if funds are not appropriated for this Contract, then the County shall be entitled to terminate this Contract by providing a 30 day written notice, without penalty or liability.

11. **SEVERABILITY.** If any terms or provisions of this Amendment or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Amendment or the application of such term or provision to person or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each term and provision of this Amendment shall be valid and enforceable to the fullest extent permitted by law.

12. **DEFINITIONS.** Capitalized terms used but not defined herein shall have the meaning ascribed to them under the Contract.

13. **REMAINING PROVISIONS.** The remaining provisions of the Contract not amended by this Amendment shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed in their names or their official acts by their respective representatives, each of whom is duly authorized to execute the same.

AGREED TO AND ACCEPTED AS STATED ABOVE:

County Commissioners of
Worcester County, MD

Conmed, LLC

By: _____

By: Brad Dunbar

Print: _____

Print: Brad Dunbar

Title: _____

Title: Executive Vice President

Jail Medical Contract

		Budget/Actual	Increase	CPI %	Increase over Prior Year
Budget	FY2019	1,224,960.00	31,041.00	2.6	2.60%
Budget	FY2018	1,193,919.00	51,812.98	3.9	4.54%
Actual	FY2017	1,142,106.02	133,714.46	3.1	13.26% (1)
Actual	FY2016	1,008,391.56	22,671.60	2.3	2.30%
Actual	FY2015	985,719.96	24,979.20	2.6	2.60%
Actual	FY2014	960,740.76	23,432.76	2.5	2.50%
Actual	FY2013	937,308.00	168,012.00	2.5	21.84% (2)
Actual	FY2012	769,296.00	769,296.00		
Actual	FY2011	-	-		

(1) Increase Covers CPI plus move an LPN from day shift to night shift in order to provide nurse coverage 7 days a week. Replacing the reassigned LPN with a Registered Nurse (RN) on the day shift. CCS has provided roughly 18,000 inmate services this fiscal year (2016).

(2) additional staffing, 40 hours LPN, 12 hours Admin Assist/Medical records clerical, 3 hours Mid-level provider together with contract renewal at 2.5%. Equip jail with installation and implement of electronic medical records system, computers, scanners, training at no cost to county. Cost of \$1.75 /month/inmate service fee.

? Above contracts include mental health providers that health department could no longer provide during FY2011



7

Worcester County
Department of Environmental Programs

Memorandum

To: Harold L. Higgins, Chief Administrative Officer

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

Subject: **Rural Legacy Area Easement Agreement of Sale - Revised**
Hauck Property – 78.43 Acres
3102 Snow Hill Road
Snow Hill, Maryland
Tax Map 79 Parcel 70

Date: January 11, 2019

Attached you will find a memorandum from Katherine Munson and a conservation easement agreement of sale for the above referenced property. This agreement was previously approved by the County Commissioners at their meeting on November 21, 2017. As a boundary survey is required for these easements, upon completion of that task, it was revealed that the actual total was 78.43 acres instead of the 70.396 acres in the deed. Since this was greater than a 10% difference, it triggered a required second round of appraisals for the new area.

This easement is covered under the FY 2017 Coastal Bays RLA Grant. The easement totals \$160,500, with the price being derived from two separate updated appraisal values and is slightly less per acre than the original proposal. The funding will be used to purchase a voluntary conservation easement for this property and also funds incidental and administrative costs.

Rural Legacy pays landowners for permanent conservation easements on their properties. In some cases landowners who are not in but near the RLA boundaries may be eligible for the program. The program is funded through a combination of state Program Open Space and general obligation bonds from the state's capital budget. There are two (2) approved legacy areas in Worcester County – the Dividing Creek RLA (approved 2008) and the Coastal Bays RLA (approved 1999).

Citizens and Government Working Together

With respect to this particular property, the land has not been subdivided, has a potential of subdivision rights, is limiting development to one accessory dwelling, and is a buffer to Spring Hill Branch Creek.

This agreement was reviewed by the County Attorney. All costs, including the county's administrative costs will be reimbursed by the Rural Legacy grant. We would respectfully request the approval of the County Commissioners on this easement. The signature pages are marked for endorsement and should be signed by President Purnell, Mr. Higgins, and Ms. Howarth.

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

Enclosures

cc: Maureen Howarth
Katherine Munson



DEPARTMENT OF
ENVIRONMENTAL PROGRAMS

Worcester County

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

AGRICULTURAL PRESERVATION
CONSERVATION PROGRAM
WATER & SEWER PLANNING
SHORELINE CONSTRUCTION

WELL & SEPTIC
NATURAL RESOURCES
PLUMBING & GAS
COMMUNITY HYGIENE

Memorandum

TO: Robert Mitchell, Director

FROM: Katherine Munson, Planner V *KM*

SUBJECT: Coastal Bays Rural Legacy Area—Hauck, Map 79, Parcel 70; 78.43 acres

DATE: December 31, 2018

This conservation easement project is to be funded by the FY17 Coastal Bays Rural Legacy Area grant. The property has residential subdivision potential and it provides scenic value from Route 12/Snow Hill Road. The property contains 30 acres of farmland and 46 acres of woodland, including a buffer on Spring Hill Branch. Approximately 45 acres of the property is "prime" farmland.

An aerial image of the property and a map showing the property location in the Coastal Bays RLA is attached.

Following signature of a contract of sale with this landowner in November 2017, a boundary survey was commenced, and was completed October 27, 2018. The boundary survey revealed the property to be 78.43 acres instead of 70.396 acres stated in the deed. This required that we obtain two appraisal updates.

The summary page from each updated appraisal report is attached. The two new values obtained were \$180,000 and \$141,000. We have offered the landowner the median of the two: \$160,500, or \$2,046.41 per acre.

I have indicated on the contract where signature is required. Please let me know of any questions you have.

Attachments

AGREEMENT OF SALE

THIS AGREEMENT OF SALE ("Agreement"), dated as of the _____ day of _____, 2019 is made by and between BRADLEY BYRON HAUCK, ("Seller"), and the County Commissioners of Worcester County, Maryland ("Buyer").

1. The Seller is the owner of that property ("Property") located in the Second tax district of Worcester County, Maryland; which is one (1) parcel, 78.43 acres total, more or less, and located at 3102 Snow Hill Road, having tax ID number of 02-014459.
2. The Buyer desires to purchase a conservation easement from the Seller over and across the Property on the terms and conditions set forth in this Agreement.
3. The Seller is willing to grant to Buyer and/or its assigns for the hereinafter price, a conservation easement in perpetuity, on, over, and across the Property.

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

SECTION 1. PURCHASE AND SALE.

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

SECTION 2. PURCHASE PRICE AND PAYMENT.

2.1. The Purchase Price to be paid for the Rural Legacy Program Easement (as defined below) shall be Two Thousand Forty-Six Dollars and Forty-One Cents (\$2,046.41) per acre, of which \$1.00 has been paid upon signing ("Purchase Price").

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

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

SECTION 3. CLOSING.

The consummation of the transaction contemplated in this Agreement ("Closing") shall take place on or before March 29, 2019, at a date, time and at a place as set by Buyer, unless extended in writing for an additional 90 days by Buyer in order to obtain the approvals required by the Rural Legacy Board and Board of Public Works.

SECTION 4. CONVEYANCE OF THE EASEMENT.

4.1. At Closing, Seller shall convey to Buyer, and/or its assigns the Deed of Conservation Easement ("Easement") to the Property in the same form and containing those restrictions and conditions set forth in the Easement attached hereto as **Exhibit B**, and made a part hereof. Title shall be good and marketable and free and clear of any and all encumbrances,

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

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

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

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

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

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

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

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

SECTION 6. CLOSING COSTS.

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

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

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

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

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

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

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

SECTION 7. SELLER'S REPRESENTATIONS.

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

7.2. Seller represents and warrants that:

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

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

iii) as of Closing, the status and condition of the Property or any portion thereof, including by way of example, the soil, paint or tiles, although then not in violation of the

Environmental Laws is such that disturbance, removal or relocation thereof shall not create or result in a condition or status which is, or with the passage of time may become, unlawful under the Environmental Laws,

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

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

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

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

SECTION 8. OBLIGATIONS OF SELLER AT CLOSING.

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

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

SECTION 9. OBLIGATIONS OF BUYER AT CLOSING.

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

SECTION 10. DEFAULT.

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

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

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

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

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

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

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

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

SECTION 11. GENERAL PROVISIONS.

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

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

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

Witness/Attest:

SELLER

_____ By:  _____ (Seal)
Bradley Byron Hauck

BUYER

County Commissioners of Worcester County, Maryland

Harold L. Higgins
Chief Administrative Officer

By: _____ (Seal)
Diana Purnell
President

Approved as to legal form and sufficiency.

Maureen Howarth
Worcester County Attorney

SUMMARY OF SALIENT FACTS

EFFECTIVE DATE: November 13, 2018 (Supplemental Update)

ORIGINAL APPRAISAL: Lefort Appraisal & Consulting, Inc. File No. 217c0119
Effective Date: May 4, 2017

IDENTIFICATION: **78.43 +/- Acres (Revised per Survey)**
East Side Snow Hill Road (#3102) - North of 'C' Road
North of Girdletree, Worcester Co, Maryland 21829

TAX MAP REFERENCE: Worcester Tax Map 79, Grid 10, Parcel 70 (ID #02-014459)

CENSUS TRACT: 9514

OWNER OF RECORD: Bradley Byron Hauck

DEED REFERENCE: Liber 6544, Folio 165

SITE SIZE: **78.43 +/- Acres (Revised per Survey)**
28.3 +/- Acres Tillable/Cleared (36.1%)
1.0 +/- Acres Improvements (1.3%)
23.0 +/- Acres CREP Woodlands (29.3%)
26.1 +/- Acres residual Woodlands (33.3%)

IMPROVEMENTS: 2,376 +/- Square Foot Two-Story Farmhouse (circa. 1800)
6,000 +/- Square Foot Barn
(Improvements Excluded from Analysis)

ZONING: A-1; Agricultural District

UTILITIES: Private Well and Septic Systems required

POTENTIAL DEV. RIGHTS: Up to Four (4) minor subdivision rights

FLOOD PLAIN MAP: FEMA Community Maps #24047C-0360-H, dated July 16, 2015, majority of property lies within Zone C (Area of Minimal Flooding) - Northern portion of farm lies within the flood plain area (Zone A) along Spring Hill Branch

SOIL CLASSIFICATIONS: Woodstown sandy loam; Rosedale loamy sand; Klej loamy sand; Hambrook sandy loam; Fallsington sandy loams; Longmarsh and Indiantown soils (Branch basin)

HIGHEST AND BEST USE:
(Before Easement): Agricultural and Recreational with Minor Residential Development Potential in the Future
(After Easement): Agricultural/Recreational Use with One Development Right

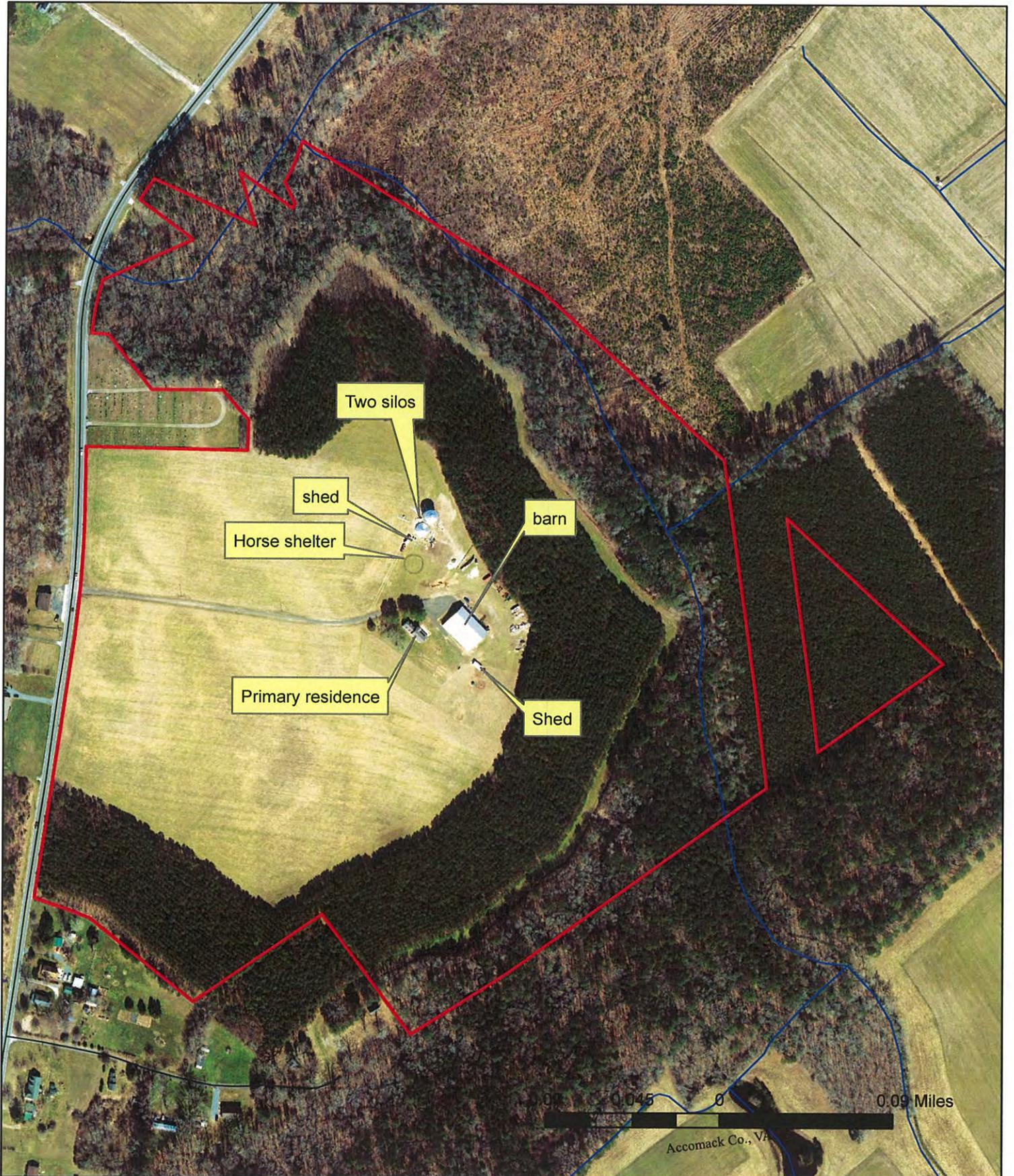
VALUE CONCLUSIONS:

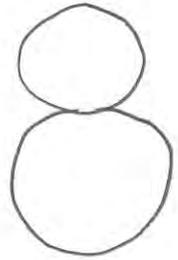
“AS IS” MARKET VALUE (BEFORE) -	\$5,100 per Acre	\$ 400,000
VALUE ENCUMBERED BY CONSERVATION EASEMENT (AFTER)	\$ 259,000	
<i>(Estimate of Unit Value)</i>	<i>- \$3,300 per Acre</i>	
CONCLUDED VALUE OF EASEMENT:		\$ 141,000
<i>(Extracted Unit Value Conclusion)</i>	<i>~ \$1,800 per Acre</i>	

SUMMARY OF IMPORTANT DATA AND CONCLUSIONS

REPORT TYPE:	File No. CC14384
REPORT DATE:	December 4, 2018
LOCATION:	3102 Snow Hill Road Girdletree, Maryland 21829 Map 79 Parcel 70 Tax ID #02-014459
OWNER OF RECORD:	Bradley Byron Hauck
LAND AREA:	Total - 78.43 acres (tax records)
IMPROVEMENTS: - Not included in value	2,376 sf dwelling, pole building, horse sheds, Grain storage tanks
ZONING:	A-1 - Agricultural
CENSUS TRACT:	#9514.00
FLOOD MAP STATUS:	Mostly Zone X - Not a Flood hazard area Map #24047C0360H Dated 3/16/2015
HIGHEST AND BEST USE BEFORE:	Agricultural use with Limited Future Residential Development
HIGHEST AND BEST USE AFTER:	One Primary Dwelling, One Accessory Dwelling / Agriculture / Hunting
PROPERTY RIGHTS APPRAISED:	Fee Simple
OPINION OF VALUES:	
BEFORE VALUE:	\$360,000
AFTER VALUE:	\$180,000
VALUE OF EASEMENT/ DIFFERENCE:	\$180,000
EFFECTIVE DATE:	November 16, 2018
APPRAISERS:	William R. McCain, MAI, MBA F. Lee Gosnell

Exhibit E, Aerial Photograph; Coastal Bays RLA Deed of Easement
Property Owner: Bradley Hauck
Map 79, Parcel 70
78.43 acres





Worcester County
Department of Environmental Programs

Memorandum

To: Harold L. Higgins, Chief Administrative Officer
From: Robert J. Mitchell, Director, Environmental Programs 
Subject: **FY 19 MALPF Matching Funds**
Date: January 15, 2019

As a certified county by the Maryland Agricultural Land Preservation Foundation (MALPF), Worcester County is required to commit matching funds for our easement acquisition program. Certification allows the county to retain 75% instead of 33% of the agricultural transfer tax the county collects. To continue to be eligible for additional matching funds from the state, we are required to contribute qualifying expenditures from a county source other than agricultural land transfer taxes to this program. This needs to be equal to 9% of the agricultural transfer taxes collected annually in the county.

As the attached memorandum from Katherine Munson details, we would need to commit a minimum contribution of **\$14,385.14** in match funds for purchases of easements in the FY 19 cycle and to remain certified under this program. We could also choose to supplement that figure with an additional match using encumbered agricultural preservation funds (Acct. No. 1010.1702.7180).

I would offer that uncertainty does exist with respect to estimating annual agricultural transfer taxes (we are conservative in estimating this amount), how many easements the state will offer in the year, what property owners will accept the offer from the state, and the ultimate matching fund level we will have available for easements (that is a combination of the matching funds and transfer taxes). Katherine has attached two spreadsheets that examine the historical perspective on our local funding levels with an additional examination of matching fund allocation for all the shore counties.

As you can see our billing for the last combined funding cycle (FY 17/18) was a very large bill that drained our unused cash match offered down to \$7,845.14. That money will be needed to pay administrative expenses and will not entirely be able to be put towards easements. The state is now contemplating their FY19 funding levels and are looking to the commitments made by the counties on a local match before the final offers are made. If we do decide to put in a supplemental funding amount over the minimum, we will get more than a 50% return on this

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investment with matching funds from the state and we will allow perhaps another easement or two to be accomplished in this funding cycle.

Staff is respectfully recommending that the County Commissioners agree to provide the minimum contribution. The Commissioners could also consider a supplemental figure utilizing encumbered funds as identified above. This could be in the amount of \$50,000, which will be our additional match. A draft letter for this commitment is attached and the supplemental funding level, if approved, would need to be inserted in the last bullet point of the attached letter with the final amount added to the figure in the first paragraph of the draft letter.

Both Ms. Munson and I will be available to discuss this request with you and the County Commissioners.

Attachments

cc: Phil Thompson/Finance Officer
Kathy Whited/Budget Officer
Katherine Munson
David Bradford



DEPARTMENT OF
ENVIRONMENTAL PROGRAMS

Worcester County

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

AGRICULTURAL PRESERVATION
CONSERVATION PROGRAM
WATER & SEWER PLANNING
SHORELINE CONSTRUCTION

WELL & SEPTIC
NATURAL RESOURCES
PLUMBING & GAS
COMMUNITY HYGIENE

Memorandum

To: Robert Mitchell, Director

From: Katherine Munson, Planner V *KM*

Subject: FY19 MALPF Matching Funds

Date: January 11, 2019

The Maryland Agricultural Land Preservation Foundation (MALPF) requires certified counties to commit matching funds for the agricultural preservation easement acquisition program.

Worcester County's Agricultural Land Preservation Program was certified effective as of July 1, 2004. Certified counties retain and receive more funding for agricultural easement acquisition than non-certified counties (Worcester County is the only certified county on the lower shore). It entitles the county to retain 75% instead of 33% of the agricultural transfer tax the county collects, and to be eligible for additional matching funds from the state, as available. Certification requires that the county contribute qualifying expenditures from a county source other than agricultural land transfer taxes, equal to 9% of the agricultural land transfer taxes collected annually in the county.

Worcester County received nine (9) applications to sell an easement in the spring of 2018 (FY19 funding cycle). (This is the first time in nearly a decade that the MALPF board did not combine two fiscal years into one funding cycle for easement purchase).

To meet the minimum obligations to remain certified, the county would need to commit **\$14,385.14** in match funds for purchase of easements in the FY19 cycle:

- An estimate of retained Agricultural Land Transfer Tax for FY19 of **\$6,000.00** (\$4,448.25 has been retained so far in FY19; \$5,112 was retained in FY18; 6,566.81 was retained in FY17);

- The minimum amount of non-Transfer Tax match required of certified counties, estimated at **\$540.00**. **This amount must be drawn from Worcester County's general fund.**
- County cash match offered that was unused in past cycles and deferred: **\$7,845.14**

Please note that for the FY19 application cycle, the Worcester County Agricultural Land Preservation Advisory Board and the Worcester County Planning Commission recommended approval of, and the county commissioners approved nine (9) applications representing 1,793+/- acres. The applications are ranked based on soils, development rights, bid (discount offered) and other factors. Appraisals and the bid determine the offer. If all applicants were to receive an offer, \$3.5 to \$5 million is estimated to be required.

Please keep in mind that all county match is matched by the state at a 60:40 ratio (up to an amount TBD, but for the last three cycles that amount has been \$1.3 million). Worcester County could offer additional match from encumbered funds in Account No. 100.1702.7108. The state would automatically match this at a 60:40 ratio.

I've compiled a list of cash match offered by eastern shore counties to the MALPF program 2013-2018 in case this may be useful.

The county must provide a matching funds commitment by February 1, 2019. Attached is a letter to be signed by the appropriate county representative.

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

Attachment

cc: Bob Mitchell, Director
Kathy Whited, Budget Officer
Phil Thompson, Treasurer's Office
Worcester County Agricultural Land Preservation Advisory Board

FY	Cash Matching Funds offered	Transfer Tax offered	Matching Funds Billed by MALPF	Matching Funds Carried Over from past years
FY19				
FY17/18	9,242.07	102,689.70	126,069.80 (from cash and transfer tax)	21,982.00
FY15/16	8,655.00	108,877.80	10,038.40 (from transfer tax)	13,317.00
FY 13/14	9,717.19	137,662.20	64,091.84 (from transfer tax)	3,600.00
FY 11/12	3,600.00	89,797.20	\$0.00	\$1,200.00

MALPF Matching Funds/Fund Allocation 2013-2018

2013/14

County	General Allotted	County Match	State Match (60/40 ratio)
Worcester	894,552	147,379	221,068
Wicomico	894,552	0	0
Somerset	894,552	12,481	18,721
Caroline	894,552	139,224	208,836
Dorchester	894,552	0	0
Kent	894,552	22,600	33,900
Queen Anne's	894,552	1,300,000	1,950,000
Talbot	894,552	0	0

2015/16

County	General Allotted	County Match	State Match (60/40 ratio)
Worcester	641,225	130,859	196,289
Wicomico	641,225	0	0
Somerset	641,225	4,058	6,087
Caroline	641,225	31,292	46,938
Dorchester	641,225	0	0
Kent	641,225	56,800	85,200
Queen Anne's	641,225	227,471	341,207
Talbot	641,225	100,000	150,000

2017/2018

County	General Allotted	County Match	State Match (60/40 ratio)
Worcester	920,982	133,913	200,870
Wicomico	920,982	0	0
Somerset	920,982	7,984	11,976
Caroline	920,982	31,609	47,414
Dorchester	920,982	0	0
Kent	920,982	130,000	195,000
Queen Anne's	920,982	499,260	748,890
Talbot	920,982	125,000	187,500

DRAFT

DRAFT

January 11, 2019

Michelle Cable, Executive Director
Maryland Agricultural Land Preservation Foundation
Maryland Department of Agriculture
50 Harry S. Truman Parkway
Annapolis, Maryland 21401

RE: FY19 Local Matching Funds

Dear Ms. Cable:

\$14,385.14 + additional match (if approved)

Worcester County's commitment of local matching funds for MALPF's FY19 easement acquisition program shall be \$ This represents:

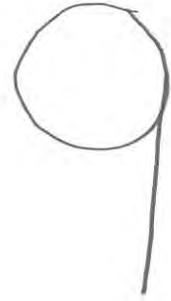
*As suggested =
\$64,385.14*

- An estimate of retained Agricultural Land Transfer Tax for FY17/18 of \$6,000.00;
- The minimum amount of non-Transfer Tax match required of certified counties, estimated at \$540.00.
- County match offered FY2011 through FY2015 that was unused in past cycles and deferred: \$7,845.14
- Additional match of \$ *(suggest \$50,000)*

If you have any questions regarding this commitment, please do not hesitate to contact Katherine Munson at 410-632-1220, ext 1302.

Sincerely,

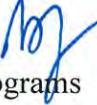
Diana Purnell
President
Worcester County Commissioners



Worcester County
Department of Environmental Programs

Memorandum

To: Harold L. Higgins, Chief Administrative Officer

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

Subject: **Ilia Fehrer Nature Preserve**
Wetland Enhancement Project

Date: January 15, 2019

To review, the Ilia Fehrer Nature Preserve was established after the County, along with our State and Federal partners, worked with The Trust for Public Land toward the purchase of the 430 acre Adkins property on Ayres Creek for passive public access, education, and habitat management. Worcester County entered into a Memorandum of Understanding (MOU) with the Maryland Coastal Bays Program (MCBP) in 2011, which detailed future goals and responsibilities for the property. This followed a March 16, 2010 decision by the County Commissioners to hold title to the property provided that the County not provide any funding toward the purchase or incur any expenses in the management of the property. The County Commissioners have also given approval to move forward with the preparation of the Forest Stewardship Plan for this property and that plan has been completed and accepted.

The Ilia Fehrer Nature Preserve Committee, which is made up of various partners including county staff, has been working with MCBP on a proposed wetland enhancement project on this property. As the attached memorandum from David Bradford details, this project will remove debris, level slash material, and complete ditch modifications to restore the former drainage patterns that feed the wetlands on the property.

Attached is the Conservation Plan drafted by NRCS and a concept plan prepared by Maryland DNR. The contractor will be Maryland DNR and the project will be managed by MCBP. They have obtained regulatory approvals and copies are attached. Maryland DNR has also prepared the attached stormwater study report to ensure that neighboring properties will not be impacted by this work. Community outreach was also conducted to inform adjacent residents and that correspondence is attached as well.

We would respectfully recommend that the County Commissioners agree that the proposed project is in keeping with the MOU and is in concert with the goals for this property. We would also need authorization for President Purnell to sign the Conservation Plan, where noted, so that

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work can begin on this most beneficial project. County staff will monitor this project closely and keep County Administration and the County Commissioners abreast of progress and site conditions.

Both Mr. Bradford and I will be available to discuss this request with you and the County Commissioners. Representatives from the Maryland Coastal Bays Program will also be in attendance.

Attachments

cc: David Bradford
Jenelle Gerthoffer
Katherine Munson
Tom Perlozzo
William Rodriguez



DEPARTMENT OF
ENVIRONMENTAL PROGRAMS

Worcester County

GOVERNMENT CENTER
ONE WEST MARKET STREET, ROOM 1306
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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

DATE: January 14, 2019
TO: Bob Mitchell, Director
FROM: David M. Bradford, Jr., Deputy Director *DMB*
SUBJECT: Ilia Fehrer Nature Preserve Wetland Enhancement Project

As you are aware, the Maryland Coastal Bays Program (MCBP), in conjunction with the established Ilia Fehrer Nature Preserve Committee, which consist of various partners, have been working on a proposed wetland enhancement project on this County owned property. The County Commissioners entered into an MOU with MCBP back on February 1, 2011 in which the MCBP agreed to solely manage and maintain the property in accordance with the stipulations of the agreement and conditions of the conservation program that is in place.

This particular project has been a culmination of efforts from MCBP, Md. Department of Natural Resources, Md. Department of the Environment, Natural Resource Conservation Service (NRCS), and our Department. The project consists of numerous activities such as removing past logging debris, spreading and leveling of slash material to achieve proper site conditions, and modifying drainage ditches in order to redirect drainage patterns to restore wetland hydrology. I have attached the conservation plan which was drafted by NRCS and a concept plan generated by Md. DNR which provides an overview and complete details of the project. The proposed work is to be performed by Md. DNR and managed by MCBP. MCBP has obtained regulatory authorizations from MDE Non-tidal wetlands, Army Corps of Engineers, NRCS, and DNR. A copy of these have been provided within this memo. DNR has performed a stormwater study, report is attached, to ensure that neighboring properties will not be impacted by this work. MCBP has performed a mailing to all adjacent property owners of which they have received positive comments, copy attached.

As a part of the MOU, County staff is required to review and approve in writing any and all proposed management actions and improvements proposed by MCBP, prior to their initiation. We feel that the proposed project falls within the goals and objectives that were originally stipulated within the MOU from 2011. Staff will closely monitor the project and keep the Commissioners abreast of progress and site conditions. As a part of the project, the conservation plan that has been drafted by NRCS needs to obtain signature approval from County Administration once the Commissioners have authorized the proposed work.

Please let me know if you have any questions. I will make myself available for the applicable Commissioner meeting in the event there are any questions. MCBP will also be attending the meeting.

Enclosures: Construction Narrative w/ supplements dated 1/4/19 (9 pages)
MCBP Memo dated 1/8/19 (2 pages)
MCBP Outreach memo w/ supplement dated 1/14/19 (2 pages)
MD DNR Memo dated 1/10/19 (2 pages)
MDE NTW Authorization dated 1/14/19 (6 pages)
Army Corps of Engineers Authorization dated 12/26/18 (3 pages)
NRCS Conservation Plan (color folder) Signature needed

ILIA FEHRER NATURE PRESERVE WETLAND ENHANCEMENT
Construction Narrative
Jan 4, 2019

INTRODUCTION:

The Maryland Coastal Bays Program (MCBP) is working with the MD Department of Natural Resources and Worcester County to enhance the wetlands at the Ilia Fehrer Nature Preserve following logging of the loblolly pine monoculture. The goal is to enhance a 10.6-acre portion of wetlands that was impacted by past forestry and logging practices. Enhancement will consist of constructing a network of oval-to-elliptical basin-like depressions that are characteristic of typical Carolina Bay wetlands. Best Management Practices (BMPs) that are planned consist of reconnecting fragmented floodplain elevations, promoting wetland regrowth within woody debris piles created by the recent logging activities, smoothing out beds and furrows (parallel dug linear ditches with raised berms for planting pine trees), and contour modifications to linear furrow channels and piles of cut timber debris. All BMPs will be installed within a 10-12-foot surface elevation area and are expected to retain greater surface hydrology within soils and contain nutrient runoff by maximizing wetland vegetation regrowth where there were existing water channels or furrows.

Description of Project Area

The Ilia Fehrer Nature Preserve is a 431-acre nature preserve located on Assateague Island Rd (Rt 376) east of Berlin, Worcester County, MD (Figs. 1 and 2, 38.300946, -75.172323). The property was purchased in 2011 with a federal grant from the Coastal and Estuarine Land Conservation Program which enabled Worcester County to acquire the tract for conservation uses in perpetuity. The western portion of the property considered in this request is accessible from Assateague Island Road and contained the loblolly monoculture that is in the process of restoration (Fig 2). This area is heavily ditched and was previously planted in rows as a pine monoculture for silviculture purposes. Part of the purchase agreement was to restore the pine silviculture to reflect the surrounding Holly Grove Swamp forest community. Maryland Coastal Bays Program and Worcester County have completed the silviculture harvest phase of the restoration and are ready to continue restoration through manipulation of hydrology to approximate historic levels.

Hydrologic restoration is hampered by past forestry practices including bedding, drainage ditches and existing decking areas. Bedding was a common forestry practice when planting loblolly seedlings. Bedding is a soils preparation practice that was used by foresters to increase survival and maximize growth of tree seedlings within wetlands or soils prone to flooding. Similar to plowing, this technique involves construction of raised soil beds and adjacent furrows as a means of draining seasonally flooded wetlands.

At the Ilia Fehrer Nature Preserve, a 90-acre loblolly pine forestry operation installed rows of beds and drainage furrows. After harvest of the loblolly pines was completed in November 2015, the beds and furrows remained primarily east of the old access road, although there is also an area west of the existing road (Figs 3 and 4).

Another practice consisted of creating decking areas on which equipment used for debarking and chipping were stationed and, consequently, coarse woody debris from the process had accumulated. These site conditions preclude full wetland restoration. Recontouring the furrows and reshaping of the bedded rows will facilitate wetland vegetation re-growth, allowing for greater groundwater recharge.

The enhancement concept is to modify, where necessary, the existing wetland areas that contain the residue of a recently logged loblolly pine monoculture. The bedding which is a prominent feature in many parts of the property (Figs 3, 4, and 5) needs to be smoothed out. The end goal is to enhance the habitat and to remove the remnants of the monoculture and logging operation.

SCOPE OF WORK

DNR personnel are experienced in constructing the series of depressions that are envisioned to restore the floodplain. Because of the relatively low topography and gradients on the site, actual field conditions will dictate specific locations of depressions and contour modifications. Experienced operators will work with existing grades and vegetation to produce natural looking connections within the fragmented floodplain. Examples of desired outcomes, or templates, are available onsite as a typical mosaic of ponds and wet meadows which should be replicated as much as possible. Because of the low gradients on site, grading will need to be in stages to best develop shallow pools and connections. It is envisioned that the project would take approximately 4 – 6 weeks to fully develop the proper topography.

Specifics

Specific site plans call for 10.6 acres of proposed wetland restoration (Figures 6, 7, and 8). The goal is to restore hydrology to the wetlands by removing the fragmented surface elevation of former impacted loblolly harvest areas. This is to be done by removing all signs of forestry decking, bedding, and two bedding ditches by recontouring the surface elevation into a mosaic of hydrologically connective surface wetland depressions.

Plans utilized to guide the restoration construction are based on the Conservation Plan prepared by the U.S. Natural Resources Conservation Service (NRCS) through the technical services provided to the Worcester County Soil Conservation District.

DNR will be responsible for traffic management related to necessary transportation of equipment to and from all points of ingress and egress.

DNR will be responsible for strict adherence to all required federal, state and local permits identified in the plans and contract documents.

Sequence of Construction Ilia Fehrer Nature Preserve Wetland Enhancement

1. Notify Worcester County 24 hrs. before commencement of construction activities,
2. Establish sediment and erosion controls; stabilized construction entrance,
3. Commence wetland enhancement by construction of haul road using decking material starting at 1A and progressing to 3A and 3B.
4. Remove haul road.
5. Remove all sediment controls.

Estimated amount of material to be moved (all material will remain on site)

Smoothing of furrows -	7,744 cyds
Smoothing of decking areas	6,776 cyds
Material to be placed in inoperative ditches	1,350 cyds

Additional construction plans for the property

Additional plans for the property call for a parking or turn-around area as denoted in Fig. 6 along with repair of existing entrance road which may require additional permits.

Once construction is completed a trail, largely using an existing trail will be developed (Fig 8). Depending on cost and degree of wetness an elevated walkway may be necessary along with a small bridge to provide access to the trail. These enhancements will be considered pending outcome of construction.

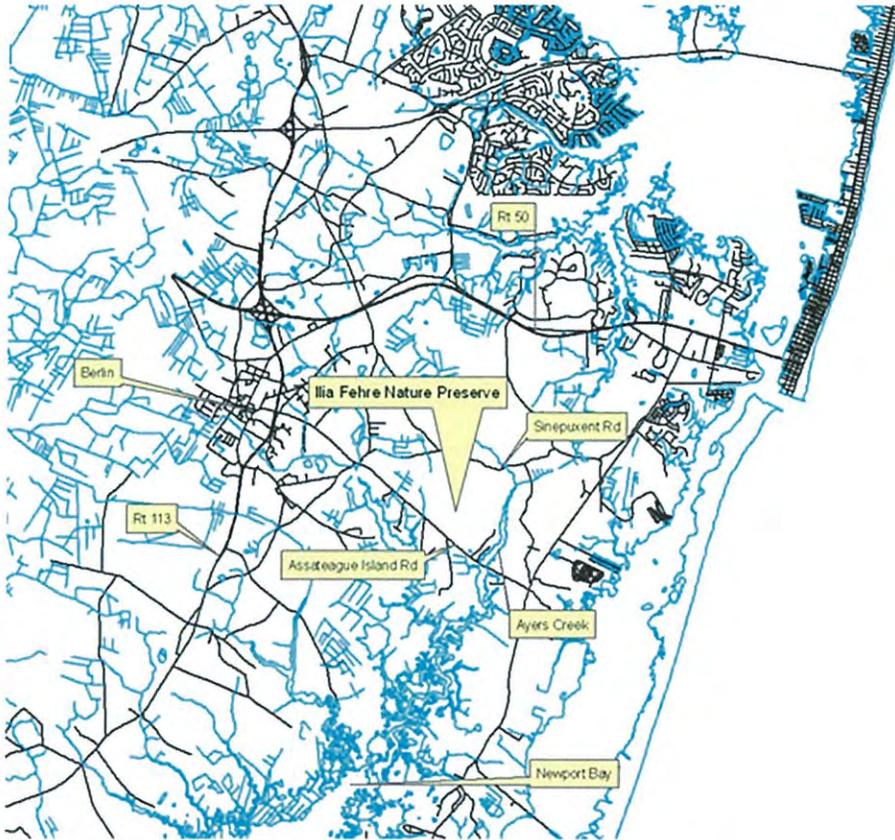


Figure 1. General location of the Iliia Fehrer Nature Preserve.



Figure 2. Boundaries of the Iliia Fehrer Nature Preserve (yellow) with general outline of proposed construction area in red.

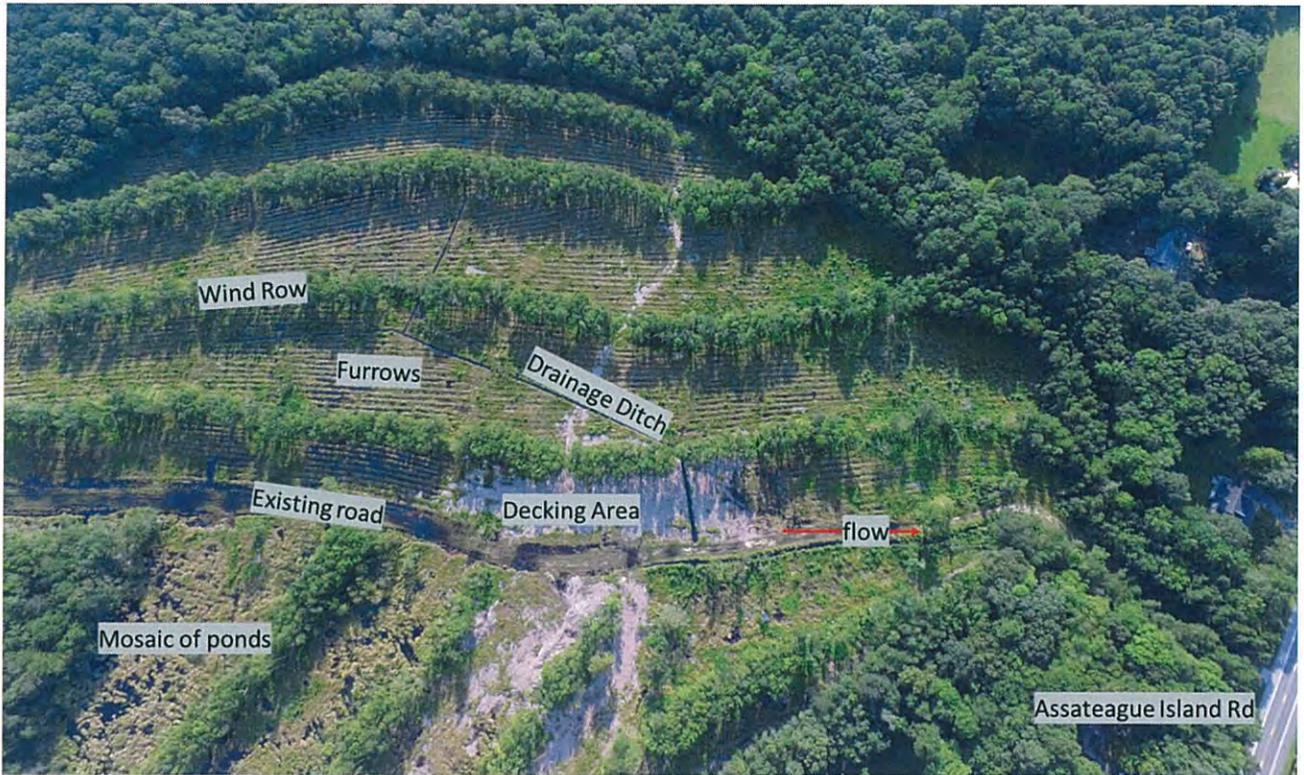


Figure 3. Example of decking areas, furrows, and mosaic of ponds. North is to the left of the photo.



Figure 4. Example of wind rows, furrows, and pond mosaic. North is to top of photo,



Figure 5. Photos of inoperative lateral drainage ditches, ditch running up to top of photo is operative and will not be affected by construction

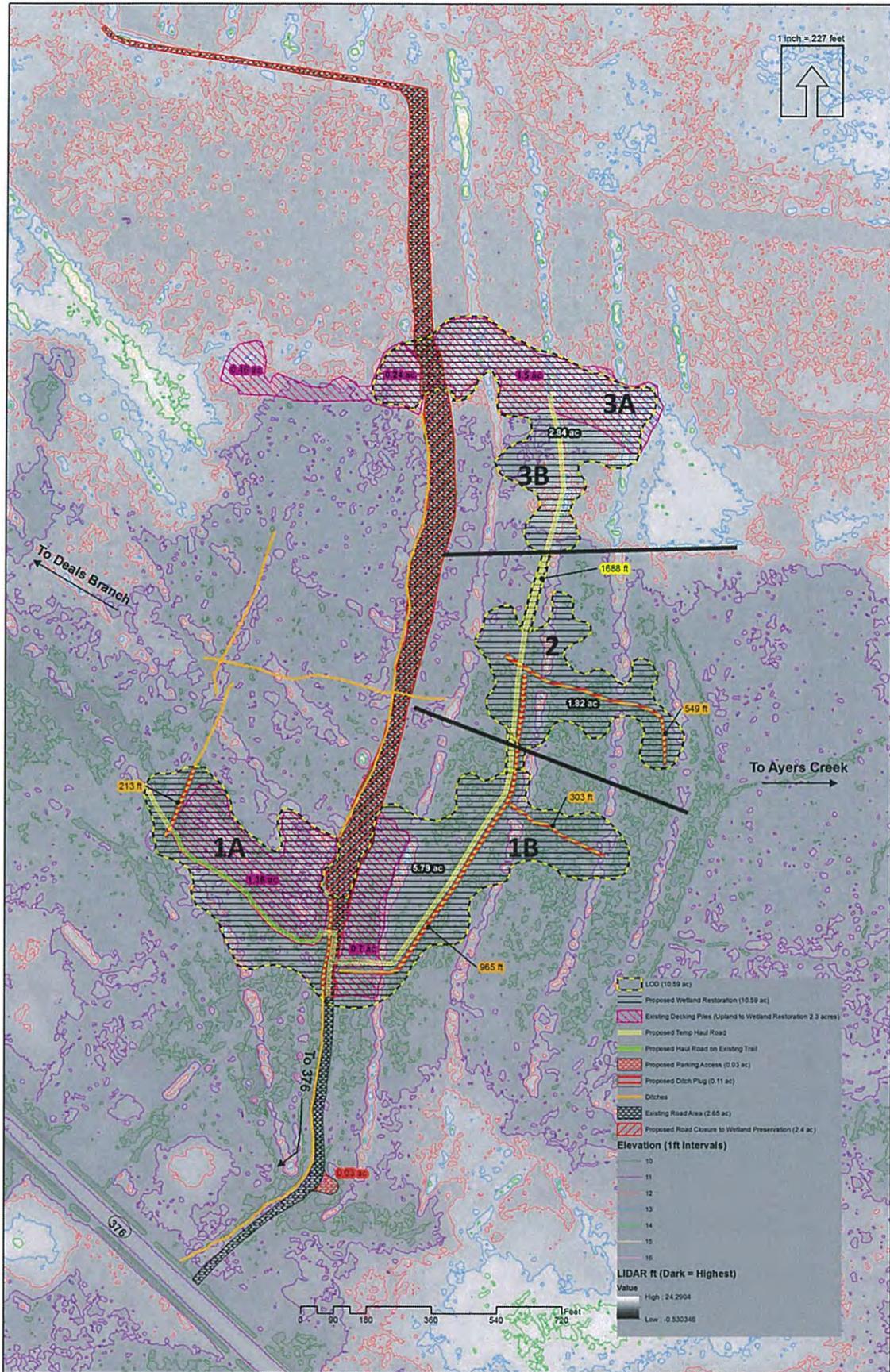


Figure 6. Location of approximate construction areas at the Ilia Fehrer Nature Preserve

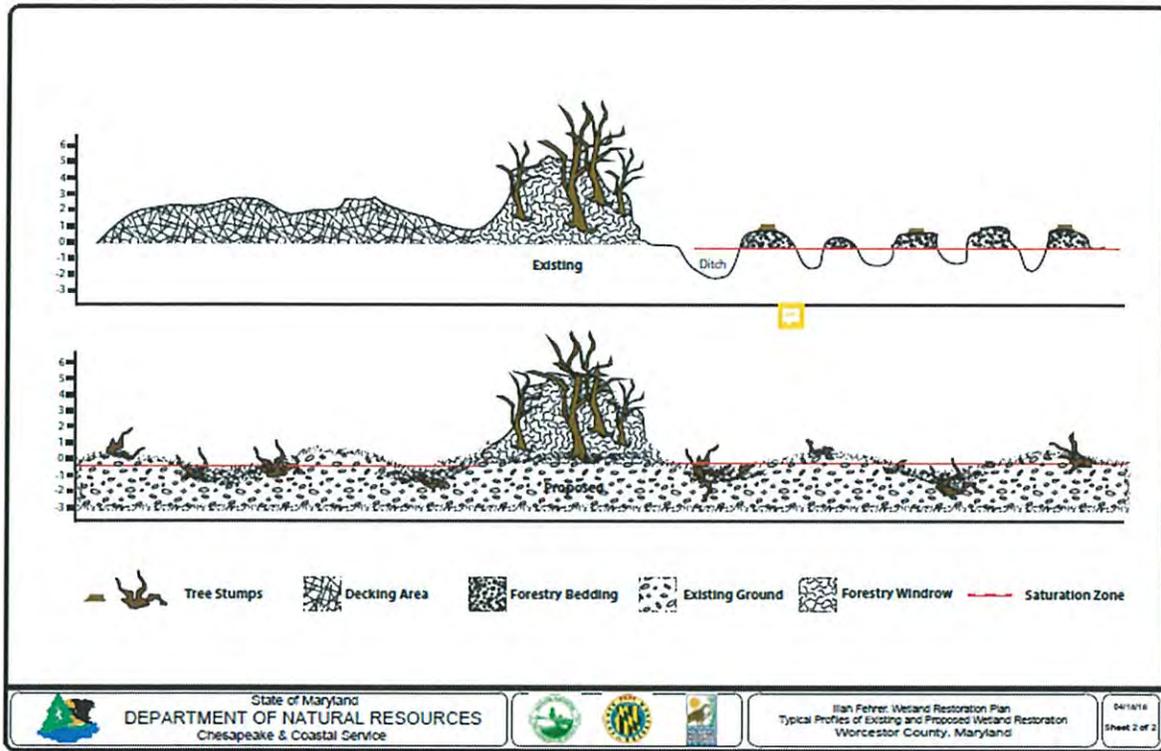


Figure 7. Cross sectional detail of decking areas, forestry bedding and windrows.

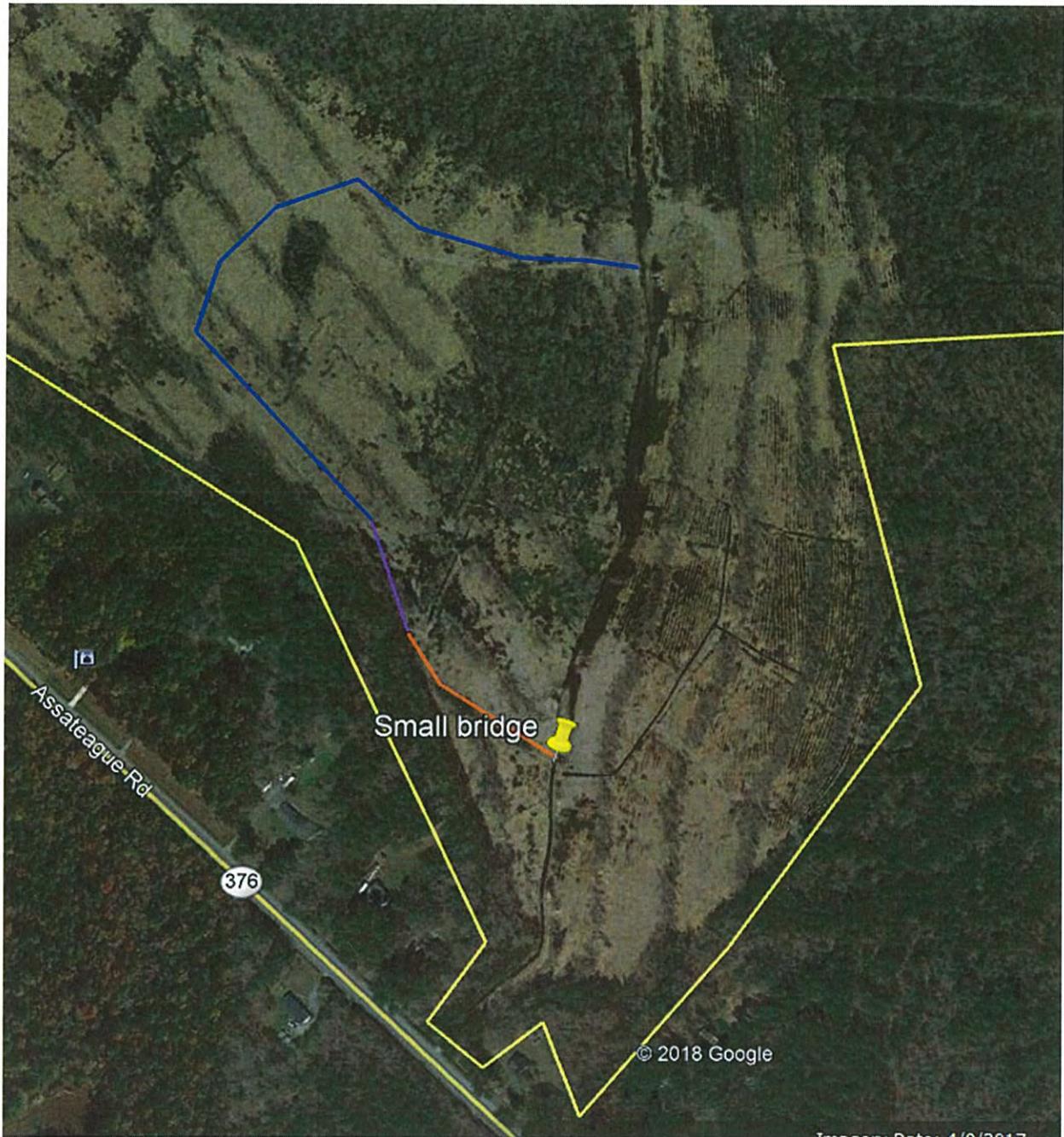


Figure 8. Approximate location of trail to be included in the enhancement activities. This trail is based on existing upland areas, except for the small bridge and trail marked in red (elevated walkway), which will require separate plans and approvals.



MARYLAND COASTAL BAYS PROGRAM

8219 Stephen Decatur Highway
Berlin, Maryland 21811
(410) 213-2297 -- PHONE
(410) 213-2574 -- FAX
fpiorco@mdcoastalbays.org
www.mdcoastalbays.org

Memorandum

TO: David Bradford, Deputy Director of Environmental Programs Worcester County
FROM: Frank Piorko, Executive Director, Maryland Coastal Bays Program
DATE: Jan 8, 2019
RE: Ilia Fehrer Nature Preserve

Attached is the proposed plan to complete the next phase of work at Ilia Fehrer Nature Preserve. Plans call to 1) remove remnants of past forestry practices including bedding, drainage ditches and existing decking areas which are necessary to complete the hydrologic restoration which is hampered by these past practices, 2) identify public access including parking areas for future construction and 3) provide limited public access through enhancing existing trails.

Construction activity is dependent on relatively dry conditions, and we would expect to be able to complete the removal of the remnants of past forestry practices by August 2019. We expect that public access areas would be completed by July 2020. The construction work is to be funded by funds from the forest harvest, EPA funding staff time, and a grant to MCBP from the Maryland Department of Natural Resources.

Background: The Maryland Coastal Bays Foundation (MCBF) is working with the MD Department of Natural Resources to enhance the wetlands at the Ilia Fehrer Nature Preserve following the recent logging of the loblolly pine monoculture in 2016. The Ilia Fehrer Nature Preserve is a 431-acre nature preserve located on Assateague Island Rd (Rt 376) east of Berlin, Worcester County. The tract is located along Ayers Creek and within the waters and wetlands of Newport Bay within the Maryland Coastal Bays Watershed. The property was purchased in 2011 with a federal grant from the Coastal and Estuarine Land Conservation Program which enabled Worcester County to acquire the tract for conservation uses in perpetuity.

A committee was formed and met in Oct 2010 to develop a management plan which would chart the detail of managing the property. The plan was approved by the county commissioners and the plan committee included representatives from the Natural Resources Conservation Service, Maryland Department of Natural Resources, Worcester County Departments of Recreation and Parks and Development Review and Permitting, Maryland Coastal Bays Program and Maryland Department of the Environment and local residents. A Memorandum of Understanding between Worcester County and the MCBF in 2011 established that MCBF agreed to be the sole manager of the property and bear all expenses associated with management and maintenance.

Management and maintenance of the property is designed to accomplish and address the management goals and objectives outlined in the federal CELCP grant award and according to conditions and restrictions contained in the deed to the County for the property, the Coastal and

Estuarine Land Conservation Program (CELCP) Final Guidelines, June 2003, as updated from time to time,

A. To maintain the property in a state as suitable only for passive recreation and the publicly accessible portion of a multi-phase conservation effort to protect the Holly Grove Swamp – a 4,000-acre contiguous coastal plain headwater forest block.

B. To manage the property to protect principal habitats of concern in Maryland's Coastal Bays as each of the key habitats on the CELCP property plays a valuable role toward maintaining the ecological integrity of the area's intricate hydrological system. These habitats include the sensitive shoreline, palustrine and estuarine wetlands and adjacent coastal upland forest areas (palustrine wetlands are non-tidal wetlands that are substantially covered with emergent vegetation such as trees, shrubs, moss).

C. To maintain the ecological integrity of the property and the region. The acquisition of the subject property will protect one of the largest, most ecologically valuable, unprotected forest parcels in the Ayers Creek area. Management of this property shall be conducted in a manner to maintain these characteristics.

D. To restore the palustrine forested wetland that was previously planted as loblolly pine monoculture for silvicultural purposes. The loblolly pine monoculture stands comprise approximately 153 acres and are in the southwestern and northeastern portion of the property. As stated in the final CELCP grant application upon which final funding of the property was contingent, the MCBP agreed to restore approximately 65 acres of the pine monoculture to a native forest after the property is acquired. Revenue generated from the removal and sale of the loblolly pines should be used only for management of the property. This could include allocating the funds to develop a low-impact trail system. Such activities should be consistent with conservation-oriented projects. *This portion was completed in November 2016 and turned out to be 88 acres.*

E. To ensure that any non-motorized boat (e.g. kayak, canoe) access project on the property consider and be consistent with existing and developing water trails that could include the Maryland Coastal Bays Kayak Trail and the developing Ayers Creek Water Trail. This will require working in coordination with the County and/or Maryland Department of Natural Resources *and is in progress.*

F. To complete additional restoration work to block ditches and restore natural hydrology and habitat on the property. This work should be completed within 3 years of the conveyance of the property to the County. The Maryland Coastal Bays Program, in concert with Maryland Department of Natural Resources, will coordinate this restoration effort. *It took longer than 3 years to develop plans to restore hydrology and plans for this portion are provided in this packet.*



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Memorandum

TO: David Bradford, Deputy Director of Environmental Programs Worcester County

FROM: Amanda Poskaitis, Environmental Scientist, Maryland Coastal Bays Program

DATE: Jan 14, 2019

RE: Ilia Fehrer Nature Preserve

The Ilia Fehrer Wetland Enhancement project design and a map of the approximate project area was sent to adjacent landowners of the Ilia Fehrer Nature Preserve on November 29th, 2018. The Maryland Coastal Bays Program (MCBP) received feedback from three property owners, all positive notes. Dennis Naughton, who owns parcel #27-30 (see attached map), stated he is glad that we are helping to improve the habitat on site. Judge William Shockley, parcel #4, had a question regarding the map of the approximate project area that was sent out. This question was resolved, and Judge Shockley stated that he is okay with whatever we do on the site, revealing a decent bit of trust for MCBP-led projects. The details of the project were explained to him. Lastly, Kristeen Naughton, parcel #26, posted the following comment on social media along with a photo of the letter she received: “So excited to be located adjacent to the new land preservation project! It will mean amazing trails over hundreds of acres for our local horses and visitors:) what a great way to keep Wildlife and nature trails in Berlin.”



Figure 1: Map showing the extent of the Ilia Fehrer Nature Preserve.

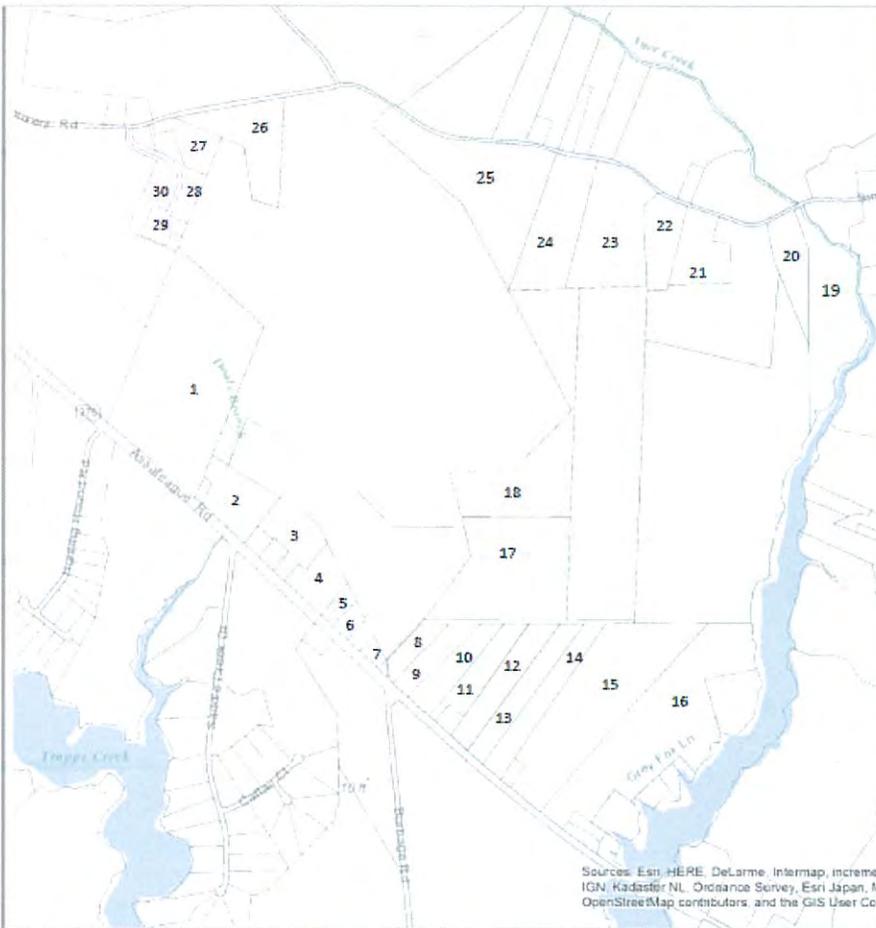


Figure 2: Map showing parcels adjacent to the Ilia Fehrer Nature Preserve.



Larry Hogan, Governor
Boyd Rutherford, Lt. Governor
Mark Belton, Secretary
Joanne Throwe, Deputy Secretary

MEMORANDUM

TO: David Bradford – Worcester County, Deputy Dir. Of Environmental Programs

FROM: Kevin M. Smith – MD DNR, Director, Office of Restoration & Resiliency

DATE: January 10, 2019

RE: Ilia Fehrer Nature Preserve – Wetland Enhancement

Background

The Ilia Fehrer Nature Preserve is a 431 acre natural area purchased by Worcester County in 2011. This property is currently managed by the Maryland Coastal Bay Program under an agreement with Worcester County.

The site is primarily characterized by mixed pine and hardwood forest. Much of it palustrine wetland. Historically, the property has been managed for timber with the last harvest occurring just after purchase by the County. This most recent timber harvest area (approximately 88 acres) is the focus for the proposed wetland enhancement activities discussed in this memorandum.

The area had been ditched in the past to reduce water storage on site. Currently, much of that ditch network is not operational due to filling of the ditch from logging activities and overall lack of maintenance of the ditch system.

Much of the area where work is proposed was “bedded” during the last loblolly pine planting. Bedding is a standard silvicultural practice used in wet areas which raises the elevation of the planted area above saturated or impounded water. The increased elevation of the raised bed improves site conditions to promote success for loblolly pine seedling survival and enhance growth.

In addition, during the harvest operation, much of the slash timber was ground into woody debris and placed in “decking” areas throughout the site. Decking areas are used to prepare and load timber for transport. These decking areas result in a hard-packed zone of ground wood and inhibit the growth of vegetation.

The purpose and main objective of the wetland enhancement is to improve the habitat within the existing 88 acre wetland areas that were disturbed by silvicultural practices and the most recent timber harvest activities.

Work Proposed in the Wetland Enhancement Area

The result of the past silvicultural and logging practices at the site resulted in wetland areas that are highly disturbed. Work proposed at the site will restore the historical topographic features and promote more natural vegetative communities and habitats for wildlife. This will consist of minor grading throughout 10.6 acres of bedded and decked area. Much of the grading will knock down the 12-18” high bedded areas to a more uniform natural topography. In addition, work will redistribute some of the compacted decking materials (ground woody debris) to reestablish wetland areas.

Hydrology

Currently, water leaving the site exits by draining to Ayers Cr., Deale Br. or towards Assateague Rd. (Route 376). The project was designed to maintain these same discharges and no work will be done which will change the direction or course of water leaving the site. Additionally, the project will be constructed to ensure that no additional water will be impounded on-site as a result of the work.

A Flow Accumulation Model was used to assess hydrological conditions pre and post implementation. The Flow Accumulation tool is a commonly used predictive ARC-based model that calculates accumulated flow to determine stream channels. When applied to this project at Ilia Fehrer, work completed at the site would remain within the current extent of predicted water flow and accumulation. In other words, we do not expect to see any change in the impoundment or discharge of water from the site from existing conditions.

Summary

When work is completed at the project site, we would expect to see no change in the amount, duration or discharge of water from the site. We do expect to see an enlargement and improvement to the palustrine vegetative community and ecotones throughout the recently logged area. In summary, we expect to see an improvement in the overall wetland habitat that exists at the site.

If we do find that work at the site has created or caused conditions that have negative hydrologic impact on the neighboring property owners, we are committed to assessing the cause of the those impacts, and, in consultation with Worcester County and the Maryland Coastal Bays Program, work to alleviate those impacts.

cc: Roman Jesien (Md. Coastal Bays Program)
Peter Dolan (Md. DNR)



Maryland
Department of
the Environment

Larry Hogan, Governor
Boyd Rutherford, Lt. Governor

Ben Crumbles, Secretary
Horacio Tablada, Deputy Secretary

January 14, 2019

Ilia Fehrer Nature Preserve Wetland Restoration
Commissioners of Worcester County, Maryland
C/o Maryland Department of Natural Resources
580 Taylor Avenue
Annapolis, Maryland 21401
Attention: Peter Dolan

RE: General Waterway Construction Permit/Regional Letter of Authorization (16-NT-0361/201661519) for Creation, Restoration, or Enhancement of Nontidal Wetlands and Shallow Water Habitats/Ilia Fehrer Nature Preserve Wetland Restoration (Tax Map 33, Parcel #'s: 0162, 0169, 0172, 0158, 0296)

Dear Mr. Dolan:

Enclosed is the Regional Letter of Authorization (RLOA) from the Maryland Department of the Environment for the proposed restoration of approximately 10.6 acres of nontidal wetlands, impacted by past forest harvest activities, by creating a network of ovate-to-elliptical basin-like wetland depressions, characteristic of typical Carolina Bay (Delmarva Bay) wetlands. Best Management Practices (BMP's) that will be implemented include reconnecting fragmented floodplain elevations, promoting wetland regrowth within woody debris piles created from past logging, smoothing out beds and furrows, and contouring modifications to linear furrow channels and piles of cut tree debris. These creation/restoration activities will be conducted at the **Ilia Fehrer Nature Preserve Wetland Restoration** site, described above, located off of the north side of Sinepuxent Road, approximately 1.3 miles west of the Maryland Route #611 junction, near Berlin, Worcester County, Maryland. Please note you must notify the Water Management Administration's Compliance Program (Cambridge office at 410 901-4020), prior to the commencement of these activities.

Review of this proposed project has determined it meets the terms and conditions of the General Waterway Construction Permit/Regional Letter of Authorization (RLOA) No. 16-NT-0361/201661519, for wetland creation, restoration, or enhancement, as attached.

Should you have any questions or comments, please feel free to contact me at 410-537-3766 or via email at amanda.sigillito@maryland.gov. For any site specific questions or concerns, please feel free to contact Ace Adkins of my staff at 410-713-3685 or via email at ace.adkins@maryland.gov.

Sincerely,

A handwritten signature in black ink that reads "Ace Adkins (for)". The signature is written in a cursive, flowing style.

Amanda Sigillito, Chief
Nontidal Wetlands Division

Enclosures

Cc: Amanda Poskaitis – Maryland Coastal Bays Program
David Bradford – Worcester County
Paul Ferreri – MDE Compliance Program

STATE OF MARYLAND
DEPARTMENT OF THE ENVIRONMENT
WATER MANAGEMENT ADMINISTRATION

GENERAL WATERWAY CONSTRUCTION PERMIT/
REGIONAL LETTER OF AUTHORIZATION
FOR AGRICULTURAL BMPs



AUTHORIZATION NUMBER: 16-NT-0361/201661519
EFFECTIVE DATE: October 1, 2016
EXPIRATION DATE: September 30, 2021
AUTHORIZED PERSON: Maryland Department of Natural Resources
Tawes State Office Building
580 Taylor Avenue
Annapolis, MD 21401
Attn: Kristin Saunders, Assistant Secretary
Land and Water Conservation

IN ACCORDANCE WITH ENVIRONMENT ARTICLE §5-503(a) AND §5-906(a), ANNOTATED CODE OF MARYLAND (1996 REPLACEMENT VOLUME), COMAR 26.17.04, 26.08.02 AND 26.23.01, AND THE ATTACHED PERMIT CONDITIONS OF AUTHORIZATION, Maryland Department of Natural Resources ("AUTHORIZED PERSON"), IS HEREBY AUTHORIZED BY THE WATER MANAGEMENT ADMINISTRATION ("ADMINISTRATION") TO CONDUCT CERTAIN AUTHORIZED REGULATED ACTIVITIES IN NONTIDAL WETLANDS, BUFFERS, OR EXPANDED BUFFERS, AND/OR THE COURSE, CURRENT OR CROSS-SECTION OF WATERS OF THE STATE, IN ACCORDANCE WITH ATTACHED CONDITIONS, INCLUDING THE SUBMISSION OF PLANS WHERE APPLICABLE (APPROVED PLAN) AS DESCRIBED BELOW:

The alteration or other disturbance to regulated waterways, their 100-year floodplains, nontidal wetlands, their buffers or expanded buffers, for the creation, restoration, or enhancement of nontidal wetlands and shallow water habitats.

Note: Before beginning work, please see Special Conditions No. 1.


Amanda Sigillito, Chief
Nontidal Wetlands Division


Lynn Buhl, Director
Water Management Administration

Attachments: Conditions of Authorization

cc: MDE - Compliance Program
MDE - Kelly Neff

THE FOLLOWING CONDITIONS OF AUTHORIZATION APPLY TO ALL ACTIVITIES AUTHORIZED BY AUTHORIZATION NO. 16-NT-0361/201661519:

SPECIFIC CONDITIONS

1. **Notification of Work to be Performed:** Prior to beginning work, Authorized Person must submit to the Department a "Request for MDE General Permit Authorization for Agricultural BMPS and Wetland Restoration" along with a vicinity map and project plans. This information should be sent to: Maryland Department of the Environment, Attn: Amanda Sigillito, 1800 Washington Boulevard, Baltimore, Maryland 21230. Prior to submitting this information, Authorized Person must determine whether the project may affect any cultural resources, and endangered species, or a species proposed for such designation. If either cultural resources or endangered species or a species proposed for such designation, may be impacted by the project, the Authorized Person will be required to resolve the issue with the appropriate agency (either the Maryland Historical Trust or the Maryland Department of the Natural Resources).

GENERAL CONDITIONS

1. **Validity:** Authorization is valid only for use by Authorized Person. Authorization may be transferred only with prior written approval of the Administration. In the event of transfer, transferee agrees to comply with all terms and conditions of Authorization.

2. **Initiation of Work, Modifications, and Extension of Term:** Authorized Person shall initiate authorized activities within two (2) years of the Effective Date of this Authorization or the Authorization shall expire. Authorized Person may submit written requests to the Administration for (a) extension of the period for initiation of work, (b) modification of Authorization, including the Approved Plan, or, (c) not later than 45 days prior to Expiration Date, an extension of the term. Requests for modification shall be in accordance with applicable regulations and shall state reasons for changes, and shall indicate the impacts on nontidal wetlands, streams, and the floodplain, as applicable. The Administration may grant a request at its sole discretion.

3. **Responsibility and Compliance:** Authorized Person is fully responsible for all work performed and activities authorized by this Authorization shall be performed in compliance with this Authorization and Approved Plan. Authorized Person agrees that a copy of the Authorization and Approved Plan shall be kept at the construction site and provided to its employees, agents and contractors. A person (including Authorized Person, its employees, agents or contractors) who violates or fails to comply with the terms and conditions of this Authorization, Approved Plan or an administrative order may be subject to penalties in accordance with §5-514 and §5-911, Environment Article, Annotated Code of Maryland (1996 Replacement Volume).

4. **Failure to Comply:** If Authorized Person, its employees, agents or contractors fail to comply with this Authorization or Approved Plan, the Administration may, in its discretion, issue an administrative order requiring Authorized Person, its employees, agents and contractors to cease and desist any activities which violate this Authorization, or the Administration may take any other enforcement action available to it by law, including filing civil or criminal charges.

5. **Suspension or Revocation:** Authorization may be suspended or revoked by the Administration, after notice of opportunity for a hearing, if Authorized Person: (a) submits false or inaccurate information in required Permit application, as part of the notification, or subsequently required submittals; (b) deviates from the Approved Plan, specifications, terms and conditions; (c) violates, or is about to violate terms and conditions of this Authorization; (d) violates, or is about to violate, any regulation promulgated pursuant to Title 5, Environment Article, Annotated Code of Maryland as amended; (e) fails to allow authorized representatives of the Administration to enter the site of authorized activities at any reasonable time to conduct inspections and evaluations; (f) fails to comply with the requirements of an administrative action or order issued by the Administration; or (g) does not have vested rights under this Authorization and new information, changes in site conditions, or amended regulatory requirements necessitate revocation or suspension.

6. **Other Approvals:** Authorization does not authorize any injury to private property, any invasion of rights, or any infringement of federal, State or local laws or regulations, nor does it obviate the need to obtain required authorizations or approvals from other State, federal or local agencies as required by law.
7. **Site Access:** Authorized Person shall allow authorized representatives of the Administration access to the site of authorized activities during normal business hours to conduct inspections and evaluations necessary to assure compliance with this Authorization. Authorized Person shall provide necessary assistance to effectively and safely conduct such inspections and evaluations.
8. **Inspection Notification:** Authorized Person shall notify the Administration's Compliance Program at least five (5) days before starting authorized activities and five (5) days after completion. For Frederick, Washington, Allegany and Garrett counties, Authorized Person shall call (301) 689-8150. For all other counties, call the Baltimore office at (410) 537-3510.
9. **Sediment Control:** Authorized Person shall obtain approval from the Soil Conservation District or Department as appropriate, for a erosion and sediment control plan specifying soil erosion control measures. The approved grading and sediment control plan shall be included in the Approved Plan, and shall be available at the construction site.
10. **Federally Mandated State Authorizations:**
 - Water Quality Certification:** Authorized activities shall be performed in accordance with the attached Water Quality Certification when applicable.
 - Coastal Zone Consistency:** This Authorization constitutes official notification that authorized activities are consistent with the Maryland Coastal Zone Management Program, as required by Section 307 of the Federal Coastal Zone Management Act of 1972, as amended. Activities within the following counties are not subject to this requirement: Allegany, Carroll, Frederick, Garrett, Howard, Montgomery, and Washington.
11. **Best Management Practices During Construction:** Authorized Person, its employees, agents and contractors shall conduct authorized activities in a manner consistent with the Best Management Practices specified by the Administration.
12. **Disposal of Excess:** Unless otherwise shown on the Approved Plan, all excess fill, spoil material, debris, and construction material shall be disposed of outside of nontidal wetlands, nontidal wetlands buffers, and the 100-year floodplain, and in a location and manner which does not adversely impact surface or subsurface water flow into or out of nontidal wetlands.
13. **Temporary Staging Areas:** Temporary construction trailers or structures, staging areas and stockpiles shall not be located within nontidal wetlands, nontidal wetlands buffers, or the 100-year floodplain unless specifically included on the Approved Plan.
14. **Temporary Stream Access Crossings:** Temporary stream access crossings shall not be constructed or utilized unless shown on the Approved Plan. If temporary stream access crossings are determined necessary prior to initiation of work or at any time during construction, Authorized Person, its employees, agents or contractors shall submit a written request to the Administration and secure the necessary permits or approvals for such crossings before installation of the crossings. Temporary stream access crossings shall be removed and the disturbance stabilized prior to completion of authorized activity or within one (1) year of installation.
15. **Discharge:** Runoff or accumulated water containing sediment or other suspended materials shall not be discharged into waters of the State unless treated by an approved sediment control device or structure.
16. **Instream Construction Prohibition:** To protect important aquatic species, activities within stream channels are prohibited as determined by the classification of the stream (COMAR 26.08.02.08). Instream work may not be conducted from: for Use III waters October 1 through April 30, inclusive; for Use IV waters March 1 through May 31, inclusive; for all other waters from March 1 through June 15, inclusive, of any year.
17. **Instream Blasting:** Authorized Person shall obtain prior written approval from the Administration before blasting or using explosives in the stream channel.

18. **Minimum Disturbance:** Any disturbance of stream banks, channel bottom, wetlands, and wetlands buffer authorized by Permit or Approved Plan shall be the minimum necessary to conduct permitted activities. All disturbed areas shall be stabilized vegetatively no later than seven (7) days after construction is completed or in accordance with the approved grading or sediment and erosion control plan.

19. **Restoration of Construction Site:** Authorized Person shall restore the construction site according to the Approved Plan upon completion of authorized activities. Undercutting, meandering or degradation of the stream banks or channel bottom, any deposition of sediment or other materials, and any alteration of wetland vegetation, soils, or hydrology, resulting directly or indirectly from construction or authorized activities, shall be corrected by Authorized Person as directed by the Administration.

20. **Reporting Notification:** Authorized Person shall provide an executed landowner agreement containing landowner permission to conduct the proposed activities, applicable activity restrictions, and a project concept plan to the Administration prior to commencement of work in waterways or their 100-year floodplains, wetlands, their buffers or expanded buffers. The project concept plan shall include: location and identification of nontidal wetlands of special State concern, other wetlands, waterways and 100-year floodplain, proposed location of created, restored, or enhanced wetlands, area of disturbance, existing and proposed water control structures. Upon completion of construction or by the end of the calendar year, the Authorized Person shall provide to the Administration a report including the following information for all projects: landowner name, itemized extent of wetlands, floodplain, waterway, stream, buffer, or expanded buffer altered permanently or temporarily by the project; as-built plans; site location; and area of wetland created, restored, or enhanced.

21. **Commencement of Work:** Activities in waterways, their 100-year floodplains, wetlands, their buffers or expanded buffers may commence after the Administration verifies that the activities qualify under this Authorization. If the Administration provides no verification within 30 days after receipt of notification, the activities are presumed to qualify under the Authorization.

22. **Restricted Activities:** Activities in the waterways, their 100-year floodplains, wetlands, buffers, or expanded buffers must be conducted so as not to cause adverse impact to indigenous vegetation, fish and wildlife habitat in identified sensitive fisheries areas, or to the hydraulic characteristics of floodplains. Activities may include maintenance, repair, or replacement of existing structures.

23. **Scenic and Wild Rivers Exclusion:** This general waterways construction permit does not apply to activities in the floodplain of a Scenic and Wild River as defined by Natural Resources Article, 8-402.



DEPARTMENT OF THE ARMY
BALTIMORE DISTRICT, CORPS OF ENGINEERS
ATTN: REGULATORY BRANCH
EASTON FIELD OFFICE
TALBOTTOWN SHOPPING CENTER
218 N. WASHINGTON STREET, SUITE 304
EASTON, MD 21610

December 26, 2018

Operations Division

County Commissioners of Worcester County
C/o: Maryland Coastal Bays Program
Attn: Ms. Amanda Poskaitis
8219 Stephen Decatur Highway
Berlin, Maryland 21811

Dear Ms. Poskaitis:

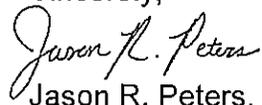
This is in reference to your request dated December 3, 2018, for our review and evaluation of the proposed nontidal wetland enhancement project, NAB-2018-00635 (MCBP Ilia Fehrer Nature Preserve), located off Assateague Road, in Berlin, Worcester County, Maryland (Tax Map 33 Parcels 169 and 62).

On March 28, 2018, the U.S. Army Corps of Engineers, Baltimore District (Corps), the Maryland Department of the Environment (MDE), the Maryland Department of Natural Resources (MDNR), and the Natural Resources Conservation Service (NRCS), conducted a preapplication meeting with you at the site to discuss the proposed wetland enhancement project to restore 10.6 acres of forestry impacted wetlands.

We are notifying you that the proposed work in nontidal waters of the United States, including wetlands, would qualify as a non-reporting activity to the Corps in accordance with Nationwide Permit (NWP) #27, *Aquatic Habitat Restoration, Establishment, & Enhancement Activities* in the State of Maryland. As a result of our evaluation, the Corps has determined that a Pre-Construction Notification (PCN) does not need to be completed and submitted to this office for your project.

The work as described in the Ilia Fehrer Nature Preserve Conservation Plan is subject to Section 404 of the Clean Water Act. Before commencing the work, please provide a signed copy of the binding wetland enhancement, restoration, or establishment agreement between the landowner and the NRCS, or their designated state cooperating agency.

If you have any questions concerning this matter, please call the undersigned, of this office, at (410) 820-8550 or via email at Jason.R.Peters@usace.army.mil.

Sincerely, Jason
 Peters
Jason R. Peters, PWS

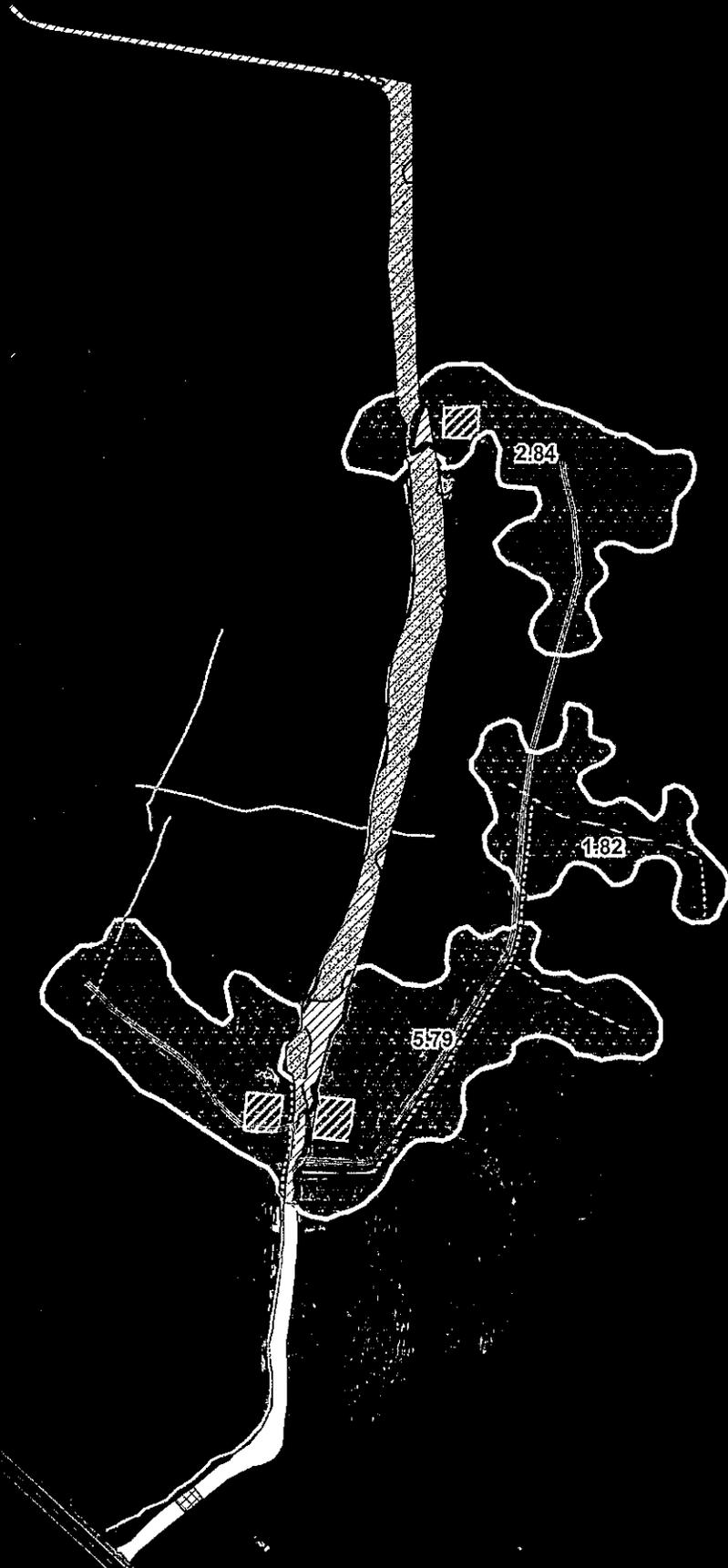
Digitally signed by Jason Peters
DN: cn=Jason Peters, o=U.S. Army
Corps of Engineers (CENAB-COPEM),
ou=Easton Field Office,
email=Jason.R.Peters@usace.army.mil,
c=US
Date: 2018.12.26 12:04:51 -0500

Senior Project Manager
Maryland Section Southern

Enclosure

CF: amandap@mdcoastalbays.org; rjesien@mdcoastalbays.org;
fpiorco@mdcoastalbays.org; nelson.brice@md.usda.gov;
Garth.McCabe@md.usda.gov; dbradford@co.worcester.md.us;
bmitchell@co.worcester.md.us; kevinm.smith@maryland.gov;
peter.dolan@maryland.gov; ace.adkins@maryland.gov

Ilia Fehrer Nature Preserve Wetland Enhancement



Legend	
[Hatched pattern]	Equipment/Trail Road
[Stippled pattern]	Road and Parking Improvement
[Dotted pattern]	Road Closure_NAD83
[Horizontal lines]	Ditch Fill & Closure
[Vertical lines]	Ditches
[Diagonal lines]	Open Wetland (marshy woods)
[Stippled pattern]	Wetland Enhancement
[White box]	Existing Brush/Debris/Piles
[Dark grey box]	Road Flood & Roading
[Light grey box]	Wooded Wetland
[Hatched pattern]	Wood Chip/Burn/Debris Area
[White box]	Road Area
[Dark grey box]	MD State Highway

Attachment 1

Maps

Conservation Plan Map

Soils Map

Conservation Plan Map

Date: 10/17/2018

Customer(s): WORCESTER COUNTY COMMISSIONERS
Ilia Fehrer Nature Preserve
Farm 4054 Tract 3638

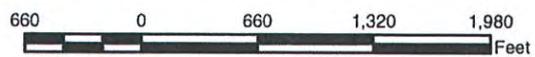
District: WORCESTER SCD

Agency: Natural Resources Conservation Service



Legend

-  Wetland Restoration / Enhancement
-  Woody Residue Treatment (slash piles)
-  Approximate Property Boundary



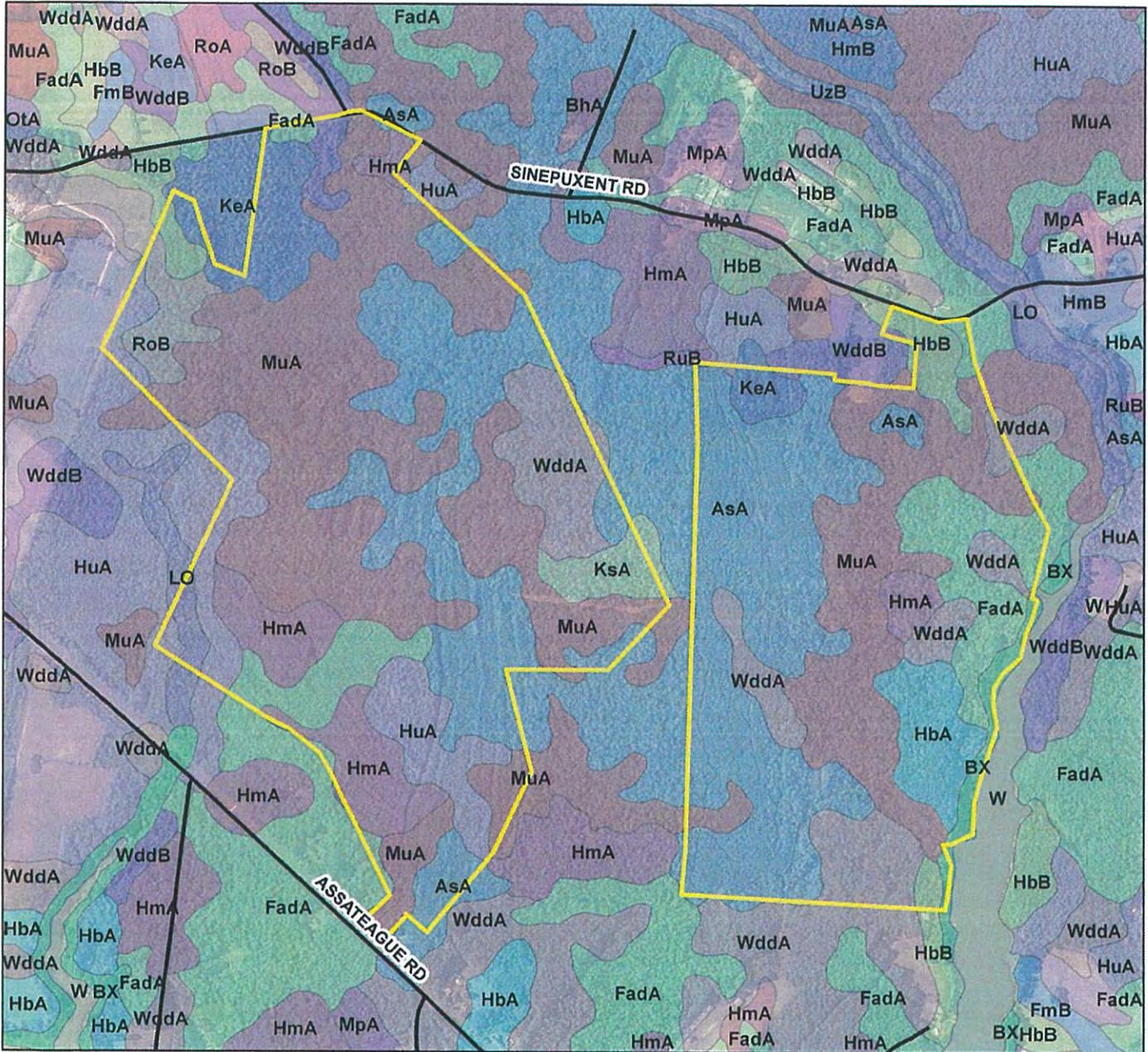
Soils Map

Date: 10/17/2018

Customer(s): WORCESTER COUNTY COMMISSIONERS
Farm 4054 Tract 3638

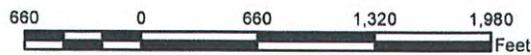
District: WORCESTER SCD

Agency: Natural Resources Conservation Service



Legend

 Approximate Property Boundary



Attachment 2

Conservation Plan

Conservation Plan

WORCESTER COUNTY COMMISSIONERS
 1 W MARKET ST RM 1103
 SNOW HILL, MD 21863

OBJECTIVE(S)

This 437 acre property was purchased by Worcester County with funds through the Coastal and Estuarine Land Conservation Program (CELCP). The CELCP requires that the land be managed for conservation purposes. A Forest Management Plan has been written by Vision Forestry with recommendations for restoring the monoculture loblolly pine stands and forested wetlands that have been partially drained. The Maryland Coastal Bays Foundation entered into a Memorandum of Understanding (MOU) with Worcester County to assume management and restoration responsibilities.

Forest

Tract: 3638

Forest Management Plan - Written(106)

A Forest Stewardship Plan has been written by Vision Forestry LLC. The plan contains recommendations for management of the property based on conservation goals identified in the property deed. The plan identifies recommendations on restoring the Loblolly Pine plantations to Palustrine Forested Wetlands.

Field	Planned Amount	Month	Year	Applied Amount	Date
1	1. no	11	2016	1 no	11/8/2016
Total:	1. no			1. no	

Wetland Restoration(657)

Forested wetlands that were converted to loblolly pine plantations will be restored to deciduous (palustrine) forested wetlands. The restoration will be completed in accordance with the attached design completed by the Maryland Department of Natural Resources (DNR). DNR personnel will complete and oversee the work.

Field	Planned Amount	Month	Year	Applied Amount	Date
1	88.4 ac	7	2020		
Total:	88.4 ac				

Woody Residue Treatment(384)

Slash piles from the pine harvest that occurred in 2015 will be spread out to facilitate decomposition and provide woody debris for wildlife habitat.

Field	Planned Amount	Month	Year	Applied Amount	Date
1	1.5 ac	8	2019		
1	0.7 ac	8	2019		
1	1.3 ac	8	2019		
1	0.7 ac	8	2019		
Total:	4.2 ac				

CERTIFICATION OF PARTICIPANTS

WORCESTER COUNTY COMMISSI DATE

CERTIFICATION OF:

DISTRICT CONSERVATIONIST
Nelson Brice
NELSON BRICE 11/7/2018
DATE

CONSERVATION DISTRICT
David P. Hudson
WORCESTER SCD 11/21/18
DATE

PUBLIC BURDEN STATEMENT

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collections is 0578-0013. The time required to complete this information collection is estimated to average 45/0.75 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection information.

PRIVACY ACT

The above statements are made in accordance with the Privacy Act of 1974 (5 U.S.C 522a). Furnishing this information is voluntary; however failure to furnish correct, complete information will result in the withholding or withdrawal of such technical or financial assistance. The information may be furnished to other USDA agencies, the Internal Revenue Service, the Department of Justice, or other state or federal law enforcement agencies, or in response to orders of a court, magistrate, or administrative tribunal.

USDA NON-DISCRIMINATION STATEMENT

The U.S. Department of Agriculture (USDA) prohibits discrimination against its customers. If you believe you experienced discrimination when obtaining services from USDA, participating in a USDA program, or participating in a program that receives financial assistance from USDA, you may file a complaint with USDA. Information about how to file a discrimination complaint is available from the Office of the Assistant Secretary for Civil Rights. USDA prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex (including gender identity and expression), marital status, familial status, parental status, religion, sexual orientation, political beliefs, genetic information, reprisal, or because all or part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) To file a complaint of discrimination, complete, sign, and mail a program discrimination complaint form, available at any USDA office location or online at www.ascr.usda.gov, or write to:

USDA Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW.
Washington, DC 20250-9410

Or call toll free at (866) 632-9992 (voice) to obtain additional information, the appropriate office or to request documents. Individuals who are deaf, hard of hearing, or have speech disabilities may contact USDA through the Federal Relay service at (800) 877-8339 or (800) 845-6136 (in Spanish). USDA is an equal opportunity provider, employer, and lender. Persons with disabilities who require alternative means for communication of program information (e.g., Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD).

Map Unit Description

Worcester County, Maryland

[Minor map unit components are excluded from this report]

Map unit: AsA - Askecksy loamy sand, 0 to 2 percent slopes

Component: Askecksy, undrained (45%)

The Askecksy, undrained component makes up 45 percent of the map unit. Slopes are 0 to 2 percent. This component is on lowlands, flats. The parent material consists of sandy eolian deposits and/or fluvio-marine sediments. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is poorly drained. Water movement in the most restrictive layer is high. Available water to a depth of 60 inches is low. Shrink-swell potential is low. This soil is not flooded. It is occasionally ponded. A seasonal zone of water saturation is at 5 inches during January, February, March, April. Organic matter content in the surface horizon is about 68 percent. Nonirrigated land capability classification is 4w. This soil meets hydric criteria.

Component: Askecksy, drained (30%)

The Askecksy, drained component makes up 30 percent of the map unit. Slopes are 0 to 2 percent. This component is on flats, lowlands. The parent material consists of sandy eolian deposits and/or fluvio-marine sediments. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is poorly drained. Water movement in the most restrictive layer is high. Available water to a depth of 60 inches is very low. Shrink-swell potential is low. This soil is not flooded. It is rarely ponded. A seasonal zone of water saturation is at 14 inches during January, February, March, April. Organic matter content in the surface horizon is about 1 percent. Nonirrigated land capability classification is 3w. Irrigated land capability classification is 3w. This soil meets hydric criteria.

Map unit: BX - Boxiron and Broadkill soils, very frequently flooded, tidal

Component: Boxiron (40%)

The Boxiron component makes up 40 percent of the map unit. Slopes are 0 to 1 percent. This component is on tidal marshes, coastal plains. The parent material consists of herbaceous organic material over silty estuarine deposits. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is very poorly drained. Water movement in the most restrictive layer is moderately high. Available water to a depth of 60 inches is very high. Shrink-swell potential is moderate. This soil is very frequently flooded. It is not ponded. A seasonal zone of water saturation is at 5 inches during January, February, March, April, May, June, July, August, September, October, November, December. Organic matter content in the surface horizon is about 77 percent. Nonirrigated land capability classification is 8w. This soil meets hydric criteria. The soil has a moderately saline horizon within 30 inches of the soil surface.

Component: Broadkill (40%)

The Broadkill, very frequently flooded, tidal component makes up 40 percent of the map unit. Slopes are 0 to 1 percent. This component is on coastal plains, tidal marshes. The parent material consists of loamy marine sediments, high in silt. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is very poorly drained. Water movement in the most restrictive layer is moderately high. Available water to a depth of 60 inches is very high. Shrink-swell potential is moderate. This soil is very frequently flooded. It is frequently ponded. A seasonal zone of water saturation is at 0 inches during January, February, March, April, May, June, July, August, September, October, November, December. Organic matter content in the surface horizon is about 35 percent. Nonirrigated land capability classification is 8w. This soil meets hydric criteria. The soil has a strongly saline horizon within 30 inches of the soil surface.

Map unit: FaA - Fallsington sandy loam, 0 to 2 percent slopes

Component: Fallsington, undrained (40%)

The Fallsington, undrained component makes up 40 percent of the map unit. Slopes are 0 to 2 percent. This component is on flats, uplands. The parent material consists of loamy fluvio-marine sediments. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is poorly drained. Water movement in the most restrictive layer is moderately high. Available water to a depth of 60 inches is moderate. Shrink-swell potential is low. This soil is not flooded. It is occasionally ponded. A seasonal zone of water saturation is at 5 inches during January, February, March, April. Organic matter content in the surface horizon is about 68 percent. Nonirrigated land capability classification is 5w. This soil meets hydric criteria.

Component: Fallsington, drained (40%)

The Fallsington, drained component makes up 40 percent of the map unit. Slopes are 0 to 2 percent. This component is on flats,

Map Unit Description

Worcester County, Maryland

Map unit: FaA - Fallsington sandy loam, 0 to 2 percent slopes

Component: Fallsington, drained (40%)

uplands. The parent material consists of loamy fluviomarine sediments. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is poorly drained. Water movement in the most restrictive layer is moderately high. Available water to a depth of 60 inches is moderate. Shrink-swell potential is low. This soil is not flooded. It is rarely ponded. A seasonal zone of water saturation is at 14 inches during January, February, March, April. Organic matter content in the surface horizon is about 2 percent. Nonirrigated land capability classification is 3w. Irrigated land capability classification is 3w. This soil meets hydric criteria.

Map unit: HbA - Hambrook sandy loam, 0 to 2 percent slopes

Component: Hambrook (80%)

The Hambrook component makes up 80 percent of the map unit. Slopes are 0 to 2 percent. This component is on flats, uplands. The parent material consists of loamy fluviomarine sediments. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is well drained. Water movement in the most restrictive layer is moderately high. Available water to a depth of 60 inches is moderate. Shrink-swell potential is low. This soil is not flooded. It is not ponded. A seasonal zone of water saturation is at 45 inches during January. Organic matter content in the surface horizon is about 2 percent. Nonirrigated land capability classification is 1. Irrigated land capability classification is 1. This soil does not meet hydric criteria.

Map unit: HmA - Hammonton loamy sand, 0 to 2 percent slopes

Component: Hammonton (80%)

The Hammonton component makes up 80 percent of the map unit. Slopes are 0 to 2 percent. This component is on flats, uplands. The parent material consists of loamy fluviomarine sediments. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is moderately well drained. Water movement in the most restrictive layer is high. Available water to a depth of 60 inches is low. Shrink-swell potential is low. This soil is not flooded. It is not ponded. A seasonal zone of water saturation is at 24 inches during February. Organic matter content in the surface horizon is about 2 percent. Nonirrigated land capability classification is 2w. Irrigated land capability classification is 2w. This soil does not meet hydric criteria.

Map unit: HuA - Hurlock loamy sand, 0 to 2 percent slopes

Component: Hurlock, drained (40%)

The Hurlock, drained component makes up 40 percent of the map unit. Slopes are 0 to 2 percent. This component is on uplands, flats. The parent material consists of loamy fluviomarine sediments. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is poorly drained. Water movement in the most restrictive layer is moderately low. Available water to a depth of 60 inches is moderate. Shrink-swell potential is low. This soil is not flooded. It is rarely ponded. A seasonal zone of water saturation is at 14 inches during January, February, March, April. Organic matter content in the surface horizon is about 2 percent. Nonirrigated land capability classification is 3w. This soil meets hydric criteria.

Component: Hurlock, undrained (40%)

The Hurlock, undrained component makes up 40 percent of the map unit. Slopes are 0 to 2 percent. This component is on flats, uplands. The parent material consists of loamy fluviomarine sediments. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is poorly drained. Water movement in the most restrictive layer is moderately low. Available water to a depth of 60 inches is moderate. Shrink-swell potential is low. This soil is not flooded. It is occasionally ponded. A seasonal zone of water saturation is at 5 inches during January, February, March, April. Organic matter content in the surface horizon is about 68 percent. Nonirrigated land capability classification is 4w. This soil meets hydric criteria.

Map unit: KeA - Kentuck silt loam

Component: Kentuck, undrained (45%)

The Kentuck, undrained component makes up 45 percent of the map unit. Slopes are 0 to 2 percent. This component is on lowlands, depressions. The parent material consists of silty eolian deposits over fluviomarine sediments. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is very poorly drained. Water movement in the most restrictive layer is moderately low. Available water to a depth of 60 inches is very high. Shrink-swell potential is low. This soil is not flooded. It is frequently ponded. A

Map Unit Description

Worcester County, Maryland

Map unit: KeA - Kentuck silt loam

Component: Kentuck, undrained (45%)

seasonal zone of water saturation is at 2 inches during January, February, March, April. Organic matter content in the surface horizon is about 68 percent. Nonirrigated land capability classification is 5w. This soil meets hydric criteria.

Component: Kentuck, drained (30%)

The Kentuck, drained component makes up 30 percent of the map unit. Slopes are 0 to 2 percent. This component is on depressions, lowlands. The parent material consists of silty eolian deposits over fluviomarine sediments. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is very poorly drained. Water movement in the most restrictive layer is moderately low. Available water to a depth of 60 inches is high. Shrink-swell potential is low. This soil is not flooded. It is rarely ponded. A seasonal zone of water saturation is at 5 inches during January, February, March. Organic matter content in the surface horizon is about 5 percent. Nonirrigated land capability classification is 3w. This soil meets hydric criteria.

Map unit: KsA - Klej loamy sand, 0 to 2 percent slopes

Component: Klej (70%)

The Klej component makes up 70 percent of the map unit. Slopes are 0 to 2 percent. This component is on uplands, flats. The parent material consists of sandy eolian deposits and/or fluviomarine sediments. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is somewhat poorly drained. Water movement in the most restrictive layer is moderately high. Available water to a depth of 60 inches is low. Shrink-swell potential is low. This soil is not flooded. It is not ponded. A seasonal zone of water saturation is at 12 inches during February. Organic matter content in the surface horizon is about 0 percent. Nonirrigated land capability classification is 3w. Irrigated land capability classification is 3w. This soil does not meet hydric criteria.

Map unit: LO - Longmarsh and Indiantown soils, frequently flooded

Component: Longmarsh (43%)

The Longmarsh component makes up 43 percent of the map unit. Slopes are 0 to 1 percent. This component is on flood plains, coastal plains. The parent material consists of loamy alluvium. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is very poorly drained. Water movement in the most restrictive layer is moderately high. Available water to a depth of 60 inches is moderate. Shrink-swell potential is low. This soil is frequently flooded. It is frequently ponded. A seasonal zone of water saturation is at 5 inches during January, February, March, April, May, June, July, August, September, October, November, December. Organic matter content in the surface horizon is about 68 percent. Nonirrigated land capability classification is 5w. This soil meets hydric criteria.

Component: Indiantown (37%)

The Indiantown component makes up 37 percent of the map unit. Slopes are 0 to 1 percent. This component is on coastal plains, flood plains. The parent material consists of loamy alluvium. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is very poorly drained. Water movement in the most restrictive layer is moderately high. Available water to a depth of 60 inches is high. Shrink-swell potential is low. This soil is frequently flooded. It is frequently ponded. A seasonal zone of water saturation is at 5 inches during January, February, March, April, May, June, July, August, September, October, November, December. Organic matter content in the surface horizon is about 68 percent. Nonirrigated land capability classification is 5w. This soil meets hydric criteria.

Map unit: MuA - Mullica-Berryland complex, 0 to 2 percent slopes

Component: Berryland, drained (25%)

The Berryland, drained component makes up 25 percent of the map unit. Slopes are 0 to 2 percent. This component is on flats, uplands. The parent material consists of sandy eolian deposits and/or fluviomarine sediments. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is very poorly drained. Water movement in the most restrictive layer is moderately high. Available water to a depth of 60 inches is low. Shrink-swell potential is low. This soil is not flooded. It is rarely ponded. A seasonal zone of water saturation is at 5 inches during January, February, March. Organic matter content in the surface horizon is about 11 percent. Nonirrigated land capability classification is 2w. Irrigated land capability classification is 2w. This soil meets hydric criteria.

Map Unit Description

Worcester County, Maryland

Map unit: MuA - Mullica-Berryland complex, 0 to 2 percent slopes

Component: Mullica, drained (25%)

The Mullica, drained component makes up 25 percent of the map unit. Slopes are 0 to 2 percent. This component is on uplands, flats. The parent material consists of sandy and loamy fluviomarine sediments. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is very poorly drained. Water movement in the most restrictive layer is moderately high. Available water to a depth of 60 inches is low. Shrink-swell potential is low. This soil is not flooded. It is rarely ponded. A seasonal zone of water saturation is at 5 inches during January, February, March. Organic matter content in the surface horizon is about 16 percent. Nonirrigated land capability classification is 2w. Irrigated land capability classification is 2w. This soil meets hydric criteria.

Component: Berryland, undrained (15%)

The Berryland, undrained component makes up 15 percent of the map unit. Slopes are 0 to 2 percent. This component is on flats, uplands. The parent material consists of sandy eolian deposits and/or fluviomarine sediments. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is very poorly drained. Water movement in the most restrictive layer is moderately high. Available water to a depth of 60 inches is low. Shrink-swell potential is low. This soil is not flooded. It is frequently ponded. A seasonal zone of water saturation is at 2 inches during January, February, March, April. Organic matter content in the surface horizon is about 68 percent. Nonirrigated land capability classification is 4w. This soil meets hydric criteria.

Component: Mullica, undrained (15%)

The Mullica, undrained component makes up 15 percent of the map unit. Slopes are 0 to 2 percent. This component is on uplands, flats. The parent material consists of sandy and loamy fluviomarine sediments. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is very poorly drained. Water movement in the most restrictive layer is moderately high. Available water to a depth of 60 inches is moderate. Shrink-swell potential is low. This soil is not flooded. It is frequently ponded. A seasonal zone of water saturation is at 2 inches during January, February, March, April. Organic matter content in the surface horizon is about 65 percent. Nonirrigated land capability classification is 4w. This soil meets hydric criteria.

Map unit: RoB - Rosedale loamy sand, 2 to 5 percent slopes

Component: Rosedale (75%)

The Rosedale component makes up 75 percent of the map unit. Slopes are 2 to 5 percent. This component is on flats, uplands. The parent material consists of sandy eolian deposits over fluviomarine sediments. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is well drained. Water movement in the most restrictive layer is moderately high. Available water to a depth of 60 inches is low. Shrink-swell potential is low. This soil is not flooded. It is not ponded. A seasonal zone of water saturation is at 45 inches during January. Organic matter content in the surface horizon is about 1 percent. Nonirrigated land capability classification is 2e. Irrigated land capability classification is 2e. This soil does not meet hydric criteria.

Map unit: W - Water

Component: Water (100%)

Generated brief soil descriptions are created for major soil components. The Water is a miscellaneous area.

Map unit: WdA - Woodstown sandy loam, 0 to 2 percent slopes

Component: Woodstown (85%)

The Woodstown component makes up 85 percent of the map unit. Slopes are 0 to 2 percent. This component is on shallow depressions, uplands, flats. The parent material consists of loamy fluviomarine sediments loamy. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is moderately well drained. Water movement in the most restrictive layer is moderately high. Available water to a depth of 60 inches is moderate. Shrink-swell potential is low. This soil is not flooded. It is not ponded. A seasonal zone of water saturation is at 24 inches during February. Organic matter content in the surface horizon is about 2 percent. Nonirrigated land capability classification is 2w. Irrigated land capability classification is 2w. This soil does not meet hydric criteria.

Map Unit Description

The map units delineated on the detailed soil maps in a soil survey represent the soils or miscellaneous areas in the survey area. The map unit descriptions in this report, along with the maps, can be used to determine the composition and properties of a unit.

A map unit delineation on a soil map represents an area dominated by one or more major kinds of soil or miscellaneous areas. A map unit is identified and named according to the taxonomic classification of the dominant soils. Within a taxonomic class there are precisely defined limits for the properties of the soils. On the landscape, however, the soils are natural phenomena, and they have the characteristic variability of all natural phenomena. Thus, the range of some observed properties may extend beyond the limits defined for a taxonomic class. Areas of soils of a single taxonomic class rarely, if ever, can be mapped without including areas of other taxonomic classes. Consequently, every map unit is made up of the soils or miscellaneous areas for which it is named and some minor components that belong to taxonomic classes other than those of the major soils.

The Map Unit Description (Brief, Generated) report displays a generated description of the major soils that occur in a map unit. Descriptions of non-soil (miscellaneous areas) and minor map unit components are not included. This description is generated from the underlying soil attribute data.

Additional information about the map units described in this report is available in other Soil Data Mart reports, which give properties of the soils and the limitations, capabilities, and potentials for many uses. Also, the narratives that accompany the Soil Data Mart reports define some of the properties included in the map unit descriptions.

CONSERVATION AGREEMENT

between

WORCESTER SOIL CONSERVATION DISTRICT

and

County Commissioners of Worcester County
Name (please print)

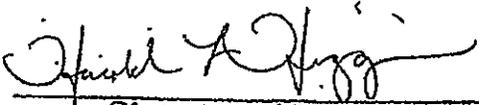
I am interested in conserving the soil and water on my property. I, therefore, desire assistance in developing a conservation plan. I will cooperate with Worcester Soil Conservation District in development of such a plan which, I understand, will be based on the capabilities of the land and its needs. I will establish the conservation practices called for in the plan, which are acceptable to me and feasible for me to install. I agree that the district, or its representative, has the right to go on my property to fulfill this plan.

It is mutually agreed that neither the district nor the cooperator will be liable for damages to the other, in connection with the installation of structures or other conservation measures, unless such damages are caused by negligence or misconduct.

The district governing body will furnish assistance in developing a conservation plan, and in establishing the conservation measures called for in the plan, in accordance with its resources and operating policies at the time the work is done.

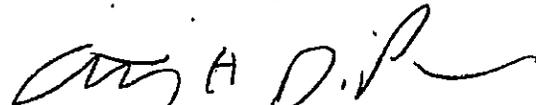
The conservation plan may go through constant changes, including the addition or deletion of practices. Any part, or all, of this plan can be modified or terminated upon written notification by either party.

Nov 8, 2017
Worcester Co. Government Center
1 West Market St., Rm 1103
Street
410 632 1194
Telephone Number


Signature (Owner/Operator)
Snow Hill MD 21863
Town State Zip
441
Acres

WORCESTER SOIL CONSERVATION DISTRICT

11-8-18
Date


Supervisor



10

Worcester County
Department of Environmental Programs

Memorandum

To: Harold L. Higgins, Chief Administrative Officer

From: Robert J. Mitchell, Director, Environmental Programs *RJM*
Tom Perlozzo, Director, Recreation & Parks

Subject: **Draft Worcester County Land Preservation, Parks and Recreation Plan Revision**

Date: January 14, 2019

Attached is a copy of the draft of the *2017 Worcester County Land Preservation, Parks and Recreation Plan (LPPRP) REVISION*. The Department of Recreation and Parks and the Department of Environmental Programs collaborated on this document. The State of Maryland, under Natural Resources Article § 5-905(b)(2), requires that every county update and adopt this plan every five years in order to remain eligible for Program Open Space (POS) funding.

As the attached memorandum from Ms. Munson details, after initial approval by the County Commissioners, the LPPRP plan was approved by the state in February of 2018. Subsequently, we learned that the proximity analysis we completed as part of the plan preparation translated into a Program Open Space funding calculation change due to the correctly noted recreational land deficit. This changed the previous 90/10 reimbursement formula for development projects to a 75/25 match. To restore the funding formula back to the former reimbursement split, the plan needs to be amended with the necessary changes to meet the state requirements.

These changes include:

- Changes to figures and text on proximity analysis for playing field access. Fields used at public schools and private schools were added to the map to improve the ratios. The fields were made available through the use of joint land use agreements with the schools.
- Included an expanded discussion on the half mile service area proximity analysis and added new tables in our efforts to clarify the gaps in service shown in several maps in the plan.
- We provided additional text, amendments to two tables, including an additional table that were inserted in the Plan to describe the playing field access enabled by the joint land use agreements with the schools.
- An additional appendix to include those agreements

Citizens and Government Working Together

These changes will satisfy the Program Open Space staff on the playing fields deficit and they have confirmed that this revised LPPRP will be sufficient to change the match allocation.

The Planning Commission held a Public Hearing on the draft revised Plan on January 3, 2019. The Planning Commission reviewed the draft revisions and considered comments from the public. They unanimously recommended adoption of the revised plan with the acreage correction on a single page as requested by Ms. Patton. No other changes were recommended. Ms. Munson's attached memorandum details these changes and included the minutes from the Planning Commission. As such, the Plan was reviewed by the Planning Commission in a public hearing to satisfy the requirements of Article 66B, and the document was revised under their direction.

Staff is respectfully recommending that the County Commissioners concur with the Planning Commission's finding at their public hearing and approve these revisions to the Plan.

Tom Perlozzo and I, along with Mr. Rodriguez and Ms. Munson, will be available to discuss this revised Plan with you and the County Commissioners.

Attachments

1. The draft revisions to the *2017 Worcester County Land Preservation, Parks and Recreation Plan* (only changed pages/tables/maps and pages where additions or edits were included) - P. 5
2. Memo from Ms. Katherine Munson, dated 1-9-18 - P. 3
3. Draft Planning Commission Minutes - P. 19
4. Comment Letters Submitted at the Public Hearing - P. 21

cc: Katherine Munson
William Rodriguez
Maureen Howarth
David Bradford

5. Joint Use Agreements - P. 24



DEPARTMENT OF
ENVIRONMENTAL PROGRAMS

Worcester County

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

AGRICULTURAL PRESERVATION
CONSERVATION PROGRAM
WATER & SEWER PLANNING
SHORELINE COMMISSION

WELL & SEPTIC
NATURAL RESOURCES
PLUMBING & GAS
COMMUNITY HYGIENE

Memorandum

TO: Robert Mitchell, Director

FROM: Katherine Munson, Planner *KM*

SUBJECT: DRAFT 2017 Land Preservation, Parks and Recreation Plan REVISION

DATE: January 9, 2019

Attached please find a copy of the Draft 2017 Worcester County Land Preservation, Parks and Recreation Plan, REVISION. The document is a collaboration of the Department of Parks & Recreation and the Department of Environmental Programs.

Natural Resources Article § 5-905 (b)(2) requires that each county and Baltimore City submit a Land Preservation, Parks, and Recreation Plan every five years to the Departments of Natural Resources and Planning for joint approval. This is a prerequisite for county participation in Program Open Space.

Following state approval of the approved plan in February 2018, Program Open Space brought to our attention that due to the results of the required proximity analysis (a new requirement for 2017 plans that replaces a more straightforward computation required in past plans) in the Recreation and Parks chapter, the county would receive a decrease in Program Open Space matching funds. Counties with a deficit in recreational land are penalized with a significantly reduced Program Open Space match. Therefore, interim steps have been taken to address the identified deficiency (in ball fields) and the document has been revised as follows:

1. Page 33/Figure 2-9 Playing Field Access – Proximity Analysis. Fields used at the public schools and two private schools were added to the map. The additional field capacity improved the ratio from 1 acre per 4,800 people served, to 1 acre per 1,600 people

served for of acres of multipurpose fields and 1 field per 2,900 people served, to 1 field per 2,175 people served, for baseball fields.

2. Proximity analysis—Half Mile Service Area discussion was expanded on page 35 and new tables added on pages 36-37. The state requested that the county clarify the apparent “gaps” in service that are shown in several maps. Figures 2-12, 2-13 and 2-14 were updated to include the school facilities noted below.
3. The Department of Recreation and Parks has obtained formal joint use agreements with the Worcester County Board of Education and two private schools. This is noted on page 46. A new table “Summary: Fields and Locations” was added (page 47) and tables 2-10A through 2-10D were amended to add the schools’ fields. Discussion of playing field access on pages 46-47 was added to address Figure 2-9 Playing Field Access.
4. The joint use agreements are in Appendix 2.

Program Open Space staff have reviewed these proposed changes and stated that they are sufficient to change the match allocation.

A public hearing was held by the Planning Commission January 3, 2019. The Planning Commission reviewed the proposed changes outlined above, and heard comments from two citizens at the hearing (the letters they submitted are attached). The Planning Commission unanimously recommended adoption of the plan as revised. The drafted minutes are attached.

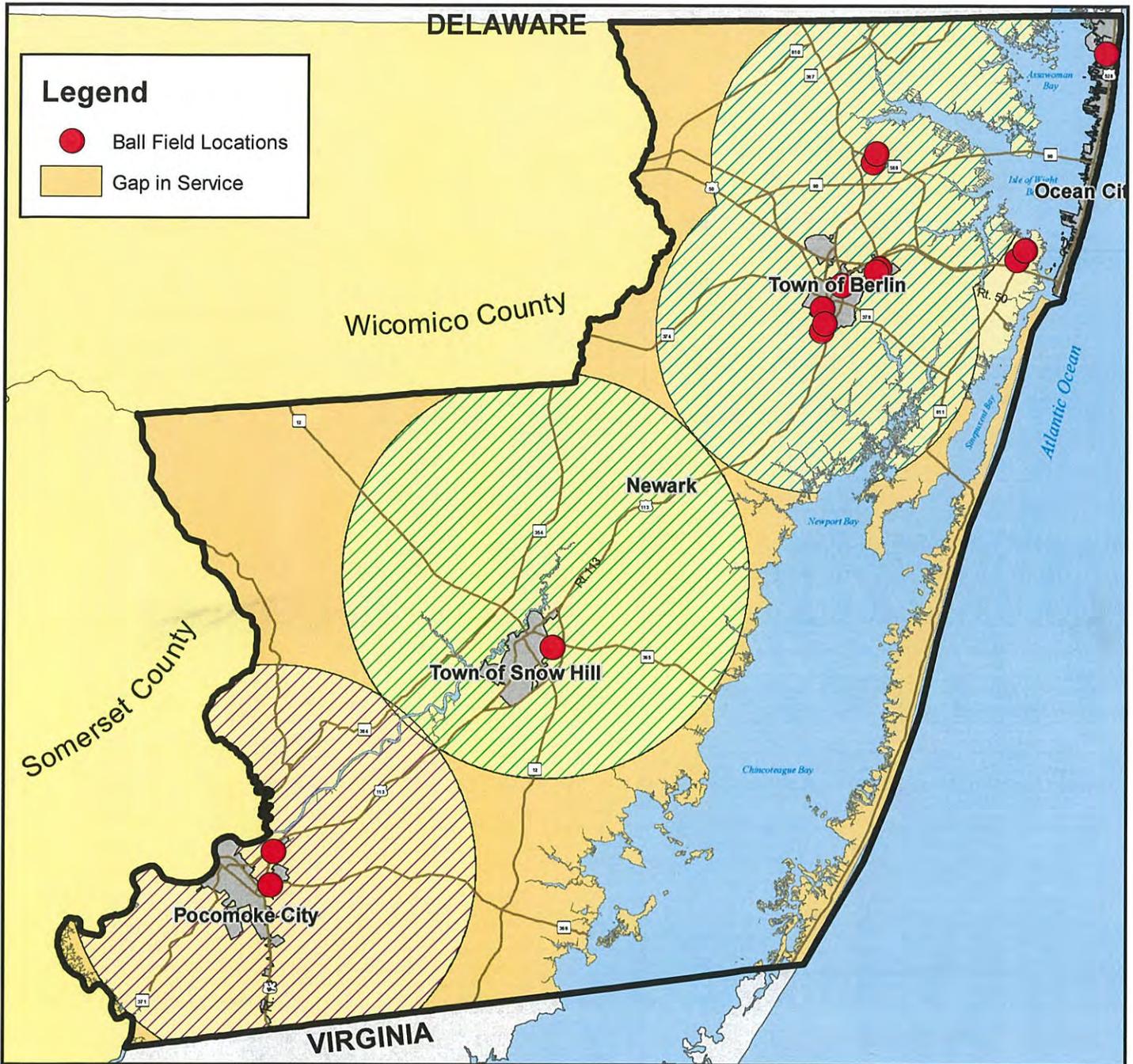
Upon request from Kate Patton, Lower Shore Land Trust, in her letter (attached) a correction to acreage was made by staff on page 68. No other changes to the drafted update are recommended.

Please do not hesitate to contact me for any further information.

Attachments

Revised map to include school facilities

Figure 2-9 Playing Field Access - Proximity Analysis



Recreation Region	Baseball Field	Multipurpose Field
Northern	1 field: 2100 people	1 acre: 1,760 people
Central	1 field: 630 people	1 acre: 1,050 people
Southern	1 field : 870 people	1 acre: 950 people

Worcester County Total Population (2016): 51,444
Estimated Population within Gap: 5,099
Estimated 10% of population within Gap in Service.



Note: A "Gap in Service" is any area within Worcester County up to 8.5 miles away from a Sports Complex.

For the purpose of the current analysis, Worcester County Department of Recreation & Parks used the above definition in the preparation of inventory provided in Table 2-10A and the Playing Field Access - Proximity Analysis, depicted in Figure 2-9. In order to establish a fair basis for comparison, field access analysis was based on acreage of acceptable playing surface throughout the county, as opposed to a simple field count.

The notable exception is at John Walter Smith Park, where the Worcester County Department of Recreation & Parks will attempt to work through definitional inconsistency through the modification of an already approved multipurpose field lighting project and the reconfiguration of existing field space in order to accommodate two fields consistent with our definition going forward.

revised section

✱ Proximity Analysis – Half Mile Service Area

A second ‘proximity analysis’ series was conducted using a 0.5 mile radius to evaluate pedestrian access to recreational facilities in the county’s population centers (Figures 2-10 through 2-15). Table 2-7A and 2-7B present population and parks data in all municipalities, West Ocean City and Ocean Pines. The *All Agency Median values*, from the National Recreation and Parks Association’s (NRPA) *2018 NRPA Agency Performance Review, Parks and Recreation Agency Performance Benchmarks*, were used to evaluate population and park ratios. The 2018

NRPA median value, nationally, for residents per park is 2,114. The NRPA median acres of park land per 1,000 residents is 10.1. As Tables 2-7A and 2-7B indicate, Worcester County’s population centers offer park access in excess of the NRPA published medians. The only exception is West Ocean City. While West Ocean City exceeds the NRPA median acreage of parks per 1,000 residents, the residents per park value is slightly higher than the NRPA median. It is important to note that West Ocean City land use and land cover limits possible additional park locations. What currently remains in open space is primarily tidal wetland or wooded non-tidal wetland, a limiting factor for recreational development.

Table 2-7C provides detailed data regarding ‘gaps’ in pedestrian accessibility within population centers. These are areas of the population center not within a half mile of a park, trail or water access. Table 2-7C uses a color code to categorize the gap percentage (of population) as “high”, “medium” and “low”. Where no constraints in doing so exist, the county will consider, and urge any recipients of POS funding to consider the feasibility of placing amenities to close pedestrian access “gaps”, as a first priority when evaluating potential new amenity locations. The most significant gaps are in water access and trails. Close proximity to water access has a natural constraint that cannot always be overcome. Trails access in West Ocean City is and will likely remain limited because the area is highly developed with limited open space remaining.

new tables

A

Table 2-7 A.

Worcester County vs. NRPA All Agency Median - Residents Per Park

Location	Total Population	Number of Parks	Residents per Park
Town of Berlin	4,608	4	1152
West Ocean City	4,375	2	2188
Town of Ocean City	6,999	12	583
Ocean Pines	11,710	10	1171
Town of Snow Hill	2,071	4	518
City of Pocomoke	4,101	5	820

Exceeds NRPA All Agency Median of 2,114
 Fails to Exceed NRPA All Agency Median of 2,114

A

Table 2-7 B.

Worcester County vs. NRPA All Agency Median - Acres of Parks Per 1,000 Residents

Location	Total Population	Park Acres	Acres per 1000 Residents
Town of Berlin	4,608	89	19.3
West Ocean City	4,375	45.6	10.4
Town of Ocean City	6,999	76.5	10.9
Ocean Pines	11,710	138	11.8
Town of Snow Hill	2,071	64	30.9
City of Pocomoke	4,101	69	16.8

Exceeds NRPA All Agency Median of 10.1
 Fails to Exceed NRPA All Agency Median of 10.1

revised table

Table 2-7 C. Half Mile Service Area - Summary Chart

Location	Total Population	Parks Serviced (%)	Parks Gap (%)	Trails Serviced (%)	Trails Gap (%)	Water Access Serviced (%)	Water Access Gap (%)
Town of Berlin	4,608	85%	15%	60%	40%	NA	NA
West Ocean City	4,375	39%	61%	15%	85%	14%	86%
Town of Ocean City	6,999	87%	13%	59%	41%	30%	70%
Ocean Pines	11,710	89%	11%	40%	60%	12%	88%
Town of Snow Hill	2,071	91%	9%	40%	60%	43%	57%
City of Pocomoke	4,101	81%	19%	14%	86%	33%	67%

High - 68% or greater within Gap
Medium - 34%-67% within Gap
Low - 33% or less within Gap

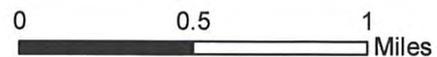
Figure 2-12 West Ocean City Facilities - Large Scale Proximity Analysis



Half Mile Service Areas

- Park
- Water Access
- County Trail
- West Ocean City
- Boat Ramp
- County Trailhead
- Park
- County Trail

- Soft Launch



Total West Ocean City Population: 4,375 +/-

Parks: Estimated 61% of population within Gap in Service.
 Water Access: Estimated 86% of population within Gap in Service.
 Trails: Estimated 85% of population within Gap in Service.

September 27, 2018
 Source: Worcester County Department of Environmental Programs
 Maryland iMAP Mapping & GIS Data Portal

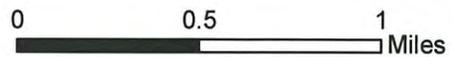
Figure 2-13 Berlin Facilities - Large Scale Proximity Analysis



- Half Mile Service Areas**
- Park
 - Trailhead
 - Trailhead
 - Park
 - Berlin Town Limits

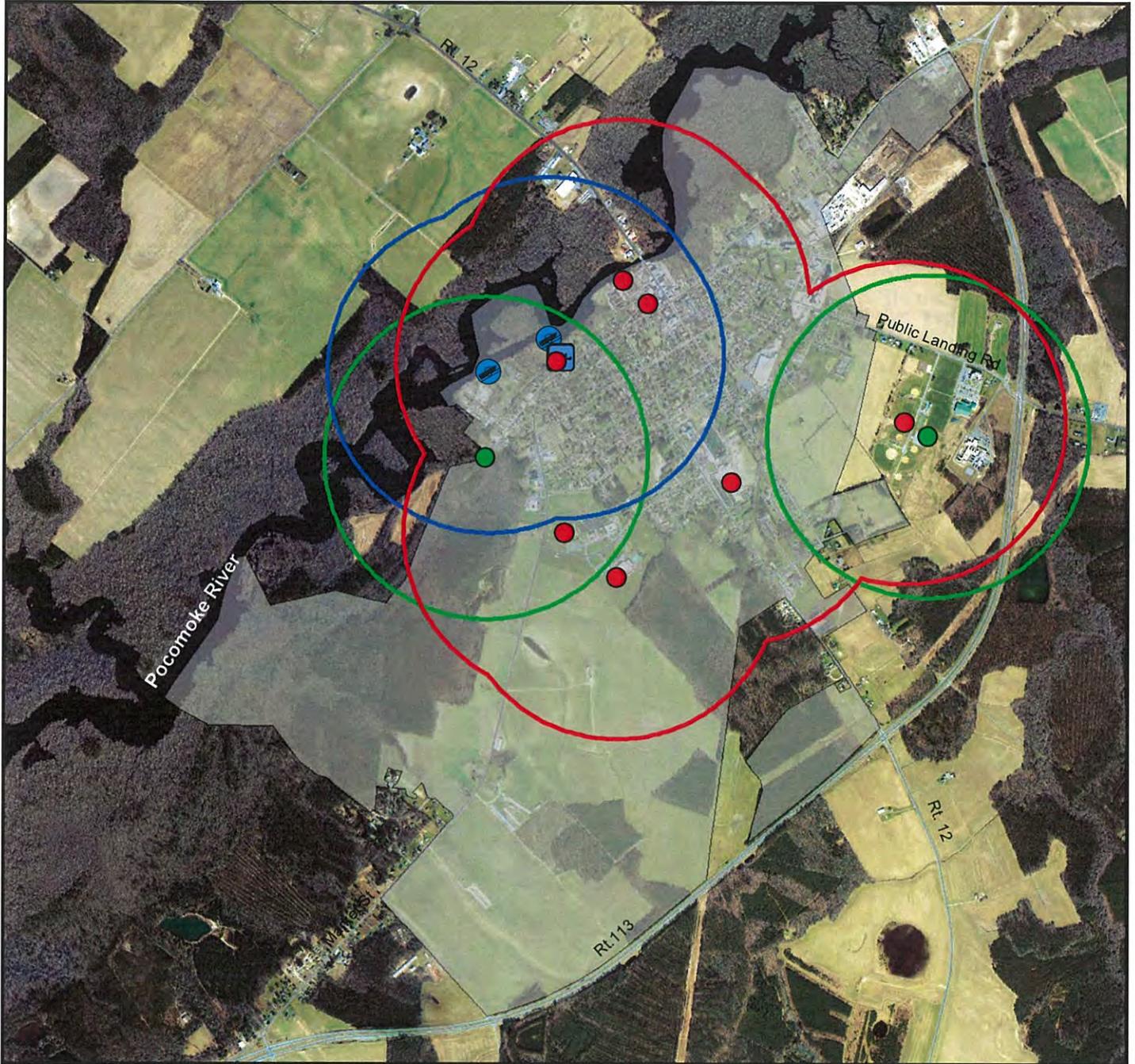


Total Berlin Population: 4,608



Parks: Estimated 15% of population within Gap in Service.
 Trails: Estimated 40% of population within Gap in Service.
 Water Access: There are no water access facilities within Berlin.

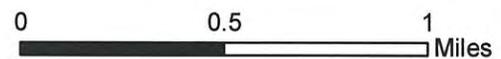
Figure 2-14 Snow Hill Facilities - Large Scale Proximity Analysis



Half Mile Service Areas

-  Park
-  Water Access
-  Trail
-  Town Limits

-  Boat Ramp
-  County Trailhead
-  Parks/Recreational Sites
-  Soft Launch



Total Snow Hill Population: 2,071

Parks/Rec Sites: Estimated 9% of population within Gap in Service.
 Water Access: Estimated 57% of population within Gap in Service.
 Trails: Estimated 60% of population within Gap in Service.

revised table

DRAFT 2017 Worcester County Land Preservation Parks and Recreation Plan REVISION

Table 2-10A County-owned Recreation Sites, Worcester County

Id #	Site Name	City/Town	Site Class	Boat Ramps	Boat Slips	Group Campsites	Ten/RV Campsites	Canoeing/Kayaking	Basketball Courts	Skateboard Courts	Tennis Courts	Volleyball Courts	Ball Fields, Diamond	Lighted Ball Fields, Diamond	Multipurpose Fields	Lighted Multipurpose Fields	Picnic Pavilion	Picnic Tables	Indoor Recreational Areas	Swimming Pools	Tot Lots	Trails, Mileage
1	Bering Road Boat Ramp	Ocean City	Boat Ramp	1																		
2	Berlin Intermediate School*	Berlin	School								2					2			1		1	
3	Bird Hill Road Site	Girdletree	Special Use Area																			0.1
4	Bishopville Park*	Bishopville	Community Park									1	1				1	8			1	0.25
5	Buc-Kincham Elementary School*	Berlin	School													1	1	4	1		2	
6	Cedar Chapel Special School	Snow Hill	School						1											1	1	
7	Cedar Fall Wharf	Pocomoke City	Boat Ramp	2																		
8	Downtown Recreation Complex	Ocean City	Neighborhood Park						2	1			1	1							1	
9	George Island Landing	Stockton	Boat Ramp	1													1					
10	Girdletree Park	Girdletree	Community Park														4				1	
11	Greys Creek Nature Park	Bishopville	Community Park																			TBD
12	Gum Point Landing	Berlin	Boat Ramp	1					1													
13	Herring Creek Nature Park	Ocean City	Community Park														1	2				0.75
14	Home Gudelsky Park	Ocean City	Community Park																			
15	Illa Fehrer Nature Preserve	Berlin	Community Park																			TBD
16	Isle of Wight Park	Bishopville	Other Public Land					1									5					
17	John Walter Smith Park*	Snow Hill	Sports Complex						2		2	1	7	3	2	1	11	1			1	1.2
18	Mason Landing	Newark	Boat Ramp	1																		
19	Newark Park	Newark	Community Park									1	1				1	4			1	
20	Newtown Park	Pocomoke City	Sports Complex									1	6	2	1	1	10				1	1.5
21	Northern Worcester Athletic Complex*	Berlin	Sports Complex									6	1	7	2	1	11				1	0.5
22	Ocean City Elementary School*	Ocean City	School												1				1		2	
23	Pocomoke Elementary School	Pocomoke City	School						1			1							1		1	
24	Pocomoke High School*	Pocomoke City	School								4	1	1	2	1				1		1	
25	Pocomoke Middle School*	Pocomoke City	School								2				1				1		2	
26	Public Landing	Snow Hill	Boat Ramp	1					1													
27	Shell Mill Landing	Bishopville	Boat Ramp	2																		
28	Showell Elementary School*	Showell	School						2						1		1		1		1	
29	Showell Park*	Showell	Sports Complex								2	1	3	2	1		11				2	
30	Snow Hill Elementary School*	Snow Hill	School												1				1		2	
31	Snow Hill High School*	Snow Hill	School								4		2	1	1				1			
32	Snow Hill Middle School*	Snow Hill	School						1						1				1		1	
33	South Point Landing	Berlin	Boat Ramp	1																		
34	Stephen Decatur Middle School*	Berlin	School										2	2					1			
35	Stephen Decatur High School*	Berlin	School						2	1	1	1							1			
36	Stockton Neighborhood Park	Stockton	Community Park														1	4			1	
37	Taylor Landing	Girdletree	Boat Ramp	1																		
38	Whaleyville Park	Whaleyville	Mini-Park															2			1	
	Total			11	0	0	0	3	10	1	18	7	32	9	25	6	11	76	13	1	25	4.3

* Denotes locations and fields used in the per capita ratio calculations in Figure 2-9 Playing Field Access—Proximity Analysis.

Figure 2-10 shows the locations of each of these projects in the county.

A 15-year capital improvement program for park land acquisition and recreational facility development are illustrated in Tables 2 – 9a, 2-9b, 2-9c.

Funds Needed to Sustain Recreational Lands and Facilities

The Worcester County Commissioners have a strong commitment to Worcester County parks and facilities. In 2012, the County allocated approximately \$375,000 for the daily maintenance of its park system. As of the 2017 fiscal year budget, the commitment was \$461,000, an \$86,000 increase. These increases are required due to rising cost associated with materials and personnel, and partly due to the County’s recognition that over time sufficient resources are necessary to maintain/sustain the County’s existing park facilities and infrastructure.

Program Open Space funds are critical and without this important source of funding, addressing larger acquisition, capital development, and rehabilitation needs are just not possible. Within this plan \$4,640,000 has been identified as the funding amount associated with short and mid-range objectives through 2027. As of July 1, 2017, the Worcester County Department of Recreation & Parks has \$992,572 in POS funding available. In order to meet our stated objectives over the next 10 years, our POS allocations will need to average \$364,742 annually.

Land Acquisition

As the proximity analysis and survey results indicate, there would be a benefit in planning for additional, active, public

recreational land in the northern part of the county; this is where population is concentrated, growth is expected to continue, and the population swells seasonally.

To further improve local access in the northern county the Worcester County Department of Recreation & Parks will explore additional land acquisition in this area. It is estimated that a minimum of 20 acres will be necessary for the development of additional field space and corresponding infrastructure. Any newly acquired land would serve to accommodate four additional multipurpose fields and if feasible, a perimeter walking trail. Existing space at Northern Worcester Athletic Complex will be evaluated for the creation of additional field space as well.

* Interim steps the Department has taken or will take immediately towards improving field access for local citizens will involve the development of new playing fields within county facilities and the adoption of field ‘joint use agreements’ with external entities. Specifically::

- In addition to developing two (2) additional 360’x200’ multipurpose fields at our NWAC location, the usage of the facility’s football complex will be expanded to multi-purpose field use. Doing so will provide an additional 5.2 acres of fields for local year round play.

- The Worcester County Department of Recreation & Parks has entered into a field use agreement with Worcester County Board of Education. The agreement bolsters the county’s recreational multipurpose field count by 19.8 acres and adds an additional 8 baseball fields.

- Worcester County Department of

new text

new text

new table

Recreation & Parks entered into an agreement with Worcester Preparatory High School, located adjacent to Northern Worcester Athletic Complex for the use of two (2) multi-purpose fields adding an additional 3.3 acres of field capacity in the northern section of the county.

- Worcester County Department of Recreation & Parks entered into an agreement with Ocean City Baptist Church for the use of their existing 7 v.7 multi-purpose fields adding an additional 0.75 acres of field capacity in the northern section of the county.

Copies of all 'joint use agreements' have been included as part of the amended 'Plan'.

The above actions will greatly improve local recreational field access throughout all sections of the county, with the largest benefit to the northern end, as reflected in the per capita ratios contained in the amended Figure 2-9 Playing Field Access –Proximity Analysis.

The table entitled "Summary: Fields and Locations" on this page provides a list of facilities' and field counts resulting from the aforementioned steps. These fields are shown and tabulated in Figure 2-9 Playing Field Access –Proximity Analysis. Finally, amended versions of Table 2-10A, County owned Recreation Sites, Worcester County, Table 2-10B. Municipality-owned Recreation Sites, Worcester County and Table 2-10D, Privately Owned Recreation Sites, Worcester County, have been updated to reflect all fields. Red text indicates added fields listed above.

Summary: Fields and Locations

Facility	Baseball	Multi-Purpose	Multi-Purpose Acres
Pocomoke High	2	2	3.05
Pocomoke Middle		1	1.85
Cypress		1	0.75
YMCA		1	1.85
Newtown	6	1	1.85
South Total=	8	6	9.35

Facility	Baseball	Multi-Purpose	Multi-Purpose Acres
Worcester Prep		2	3.3
O.C. Northside Park	3	2	2.7
Ocean City Baptist		1	0.75
Central Totals=	3	3	6.75

*NWAC	9	7	11.9
Decatur High	2	1	1.65
Decatur Middle	2	2	3
Berlin Intermediate		2	2.8
Buckingham Elementary		1	1.4
Bishopville Park	1		
Showell Park	3		
Showell Elementary		1	1.4
Ocean City Elementary		1	0.2
Worcester Prep		2	3.3
O.C Northside Park	3	2	2.7
Ocean City Baptist		1	0.75
North Totals =	20	20	29.1

* Locations where fields are planned for development (new/planned fields are included in totals)

Capital Development

Since the 2012 Worcester County Land Preservation, Parks and Recreation Plan was approved, two large parcels of land, which are located in the northern end of the county have undergone continued planning which both having tremendous capacity to provide passive recreational options.

Greys Creek Nature Park, described in detail earlier in the chapter, will serve to promote environmental education and

revised table

DRAFT 2017 Worcester County Land Preservation Parks and Recreation Plan REVISION

Table 2-10A. County-owned Recreation Sites, Worcester County

id #	Site Name	City/Town	Site Class	Boat Ramps	Boat Slips	Group Campsites	Ten/RV Campsites	Canoeing/Kayaking	Basketball Courts	Skateboard Courts	Tennis Courts	Volleyball Courts	Ball Fields, Diamond	Lighted Ball Fields, Diamond	Multipurpose Fields	Lighted Multipurpose Fields	Picnic Pavilion	Picnic Tables	Indoor Recreational Areas	Swimming Pools	Tot Lots	Trails, Mileage	
1	Beving Road Boat Ramp	Ocean City	Boat Ramp	1																			
2	Berlin Intermediate School*	Berlin	School								2				2				1		1		
3	Bird Hill Road Site	Gidletree	Special Use Area														1	8				0.1	
4	Bishopville Park*	Bishopville	Community Park								1	1					1	4			1	0.25	
5	Buckingham Elementary School*	Berlin	School												1		1	4			2		
6	Cedar Chapel Special School	Snow Hill	School						1											1	1		
7	Cedar Fall Wharf	Pocomoke City	Boat Ramp	2																			
8	Downtown Recreation Complex	Ocean City	Neighborhood Park						2	1			1	1							1		
9	George Island Landing	Stockton	Boat Ramp	1													1						
10	Gidletree Park	Gidletree	Community Park													4					1		
11	Greys Creek Nature Park	Bishopville	Community Park																				TBD
12	Gum Point Landing	Berlin	Boat Ramp	1				1									1	2					0.75
13	Herring Creek Nature Park	Ocean City	Community Park																				
14	Horner Gudelsky Park	Ocean City	Community Park																				
15	Illa Felier Nature Preserve	Berlin	Community Park																				TBD
16	Isle of Wight Park	Bishopville	Other Public Land					1										5					
17	John Walter Smith Park*	Snow Hill	Sports Complex						2	1	7	3	2	1	11	1	1	1			1	1	1.2
18	Mason Landing	Newark	Boat Ramp	1																			
19	Newark Park	Newark	Community Park						1	1							1	4			1		
20	Newtown Park	Pocomoke City	Sports Complex						1	6	2	1	1	1	10	1	1	1			1	1.5	
21	Northern Worcester Athletic Complex*	Berlin	Sports Complex								6	1	7	2	1	11	1	1			1	0.5	
22	Ocean City Elementary School*	Ocean City	School									1							1	1	2		
23	Pocomoke Elementary School	Pocomoke City	School						1			1									1		
24	Pocomoke High School*	Pocomoke City	School						1	4		1	1	2	1						1		
25	Pocomoke Middle School*	Pocomoke City	School						2												2		
26	Public Landing	Snow Hill	Boat Ramp	1				1															
27	Shell Mill Landing	Bishopville	Boat Ramp	2																			
28	Showell Elementary School*	Showell	School						2								1	1			1		
29	Showell Park*	Showell	Sports Complex								2	1	3	2			1	11			2		
30	Snow Hill Elementary School*	Snow Hill	School																1		2		
31	Snow Hill High School*	Snow Hill	School								4		2	1	1								
32	Snow Hill Middle School*	Snow Hill	School																		1		
33	South Point Landing	Berlin	Boat Ramp	1																			
34	Stephen Decatur Middle School*	Berlin	School										2		2								
35	Stephen Decatur High School*	Berlin	School								2	1	1	1	1								
36	Stockton Neighborhood Park	Stockton	Community Park														1	4					
37	Taylor Landing	Gidletree	Boat Ramp	1																			
38	Whaleyville Park	Whaleyville	Mini-Park																				
Total				11	0	0	3	10	1	18	7	32	9	25	6	11	76	13	1	25	4	3	

* Denotes locations and fields used in the per capita ratio calculations in Figure 2-9 Playing Field Access -Proximity Analysis.

revised table

DRAFT 2017 Worcester County Land Preservation Parks and Recreation Plan REVISION

Table 2-10B. Municipality-owned Recreation Sites, Worcester County

Id #	Site Name	City/Town	Site Class	Boat Ramps	Boat Slips	Group Campsites	Ten/RV Campsites	Canoeing/Kayaking	Basketball Courts	Skateboard Courts	Tennis Courts	Volleyball Courts	Ball Fields, Diamond	Lighted Ball Field, Diamond	Multipurpose Field	Lighted Multipurpose Field	Picnic Pavilion	Picnic Tables	Indoor Recreational Areas	Swimming Pools	Tot Lots
39	Berlin Falls Park	Berlin	Community Park																		
40	Byrd Park	Snow Hill	Community Park	3	8				1								2	20			
41	Cypress Park*	Pocomoke City	Community Park	1	25					1	3				1		2	15			
42	Dorchester Beach Volleyball Park	Ocean City	Mini Park									8									
43	Downtown Mini-Park	Pocomoke City	Mini Park																		
44	Dr. William E. Henry Park	Berlin	Community Park						3								1	5			
45	Eagle's Landing Golf Course	Ocean City	Golf Course only																		
46	Fiesta Park	Ocean City	Neighborhood Park														1	8			
47	Fisher Park	Snow Hill	Mini Park															2			
48	Gorman Ave Park	Ocean City	Neighborhood Park								1						1	1			
49	James T. Sturgis Memorial Park	Snow Hill	Mini Park		10												1	10			
50	Jamestown Park	Ocean City	Mini Park																		
51	John Howard Burbage Park	Berlin	Mini Park																		
52	Laurel Street Park	Pocomoke City	Community Park	1	25													3			
53	Little Salisbury Park	Ocean City	Neighborhood Park						1		2										
54	Market Street Dock - Discovery Center	Pocomoke City	Special Use Area		12													1			
55	North Surf Park	Ocean City	Mini Park															1			
56	Northside Park*	Ocean City	Sports Complex										3	1	1	1	185	1			
57	Ocean City Beach	Ocean City	Special Use Area																		
58	Ocean City Boardwalk	Ocean City	Special Use Area																		
59	Ocean City Convention Center	Ocean City	Special Use Area																1		
60	Ocean City Entry Park	Ocean City	Special Use Area																		
61	Ocean City Inlet Park	Ocean City	Mini Park																		
62	Ocean City Tennis Center	Ocean City	Mini Park								9							1			
63	Robin Park	Ocean City	Community Park																		
64	Stephen Decatur Memorial Park	Ocean City	Mini Park								4	1					1	20			
65	Sunset Park	Berlin	Community Park																		
66	Winter Quarters Golf Club	Ocean City	Community Park																		
	Total	Pocomoke City	Special Use Area	5	80	0	0	0	5	1	19	9	0	3	2	1	10	272	2	0	3

Revised table

DRAFT 2017 Worcester County Land Preservation Parks and Recreation Plan REVISION

Table 2-10D. Private Recreation Sites, Worcester County

Id #	Site Name	City/Town/Comm Site Class	Boat Ramps	Boat Slips	Group Campsites	Ten/RY Campsites	Canoeing/Kayaking	Basketball Courts	Skateboard Courts	Tennis Courts	Volleyball Courts	Ball Fields, Diamond	Lighted Ball Fields, Diamond	Multipurpose Fields	Lighted Multipurpose Fields	Picnic Pavilion	Picnic Tables	Indoor Recreational Areas	Swimming Pools	Tot Lots	Bike Trails, Mileage	
67	Bainbridge Park	Ocean Pines																				
68	Huntington Park	Ocean Pines										1					1					
69	Manklin Meadows Tennis Complex	Berlin					1			12			1				4					
70	Nassawango Creek Preserve	Snow Hill					3															
71	Ocean Pines Swim and Racquet Club	Ocean Pines						1		4							12					
72	Ocean Pines--"Pocket" Parks (18 total)	Ocean Pines		22																		
73	Robin Hood Park	Ocean Pines																				
74	South Gate Pond	Ocean Pines															3					
75	Sports Core Pool	Ocean Pines																				
76	Somerset Park	Ocean Pines																				
77	White Horse Park	Ocean Pines	1					1			2						1					
78	Worcester Preparatory School*	Berlin																				
79	YMCA*	Pocomoke																				
80	Ocean City Baptist Church*	WOC																				
Total			1	22	0	929	3	3	0	20	2	1	1	6	0	2	21	0	2	5	0	

* Denotes locations and fields used in the per capita ratio calculations in Figure 2-9 Playing Field Access - Proximity Analysis.

Voluntary or Non-Regulatory Programs

- **Rural Legacy Program.** The Rural Legacy Program, enacted by the General Assembly in 1997, provides funding to preserve large, contiguous tracts of land and to enhance natural resource, agricultural, forestry and environmental protection while supporting a sustainable land base for natural resource based industries. The Coastal Bays Rural Legacy Area was established in 1998. The long term goal is protection of contiguous shoreline and a greenway connecting the E.A. Vaughn Wildlife Management Area and the Pocomoke State Forest. The Dividing Creek Rural Legacy Area includes land in Worcester and Somerset Counties that is within the lower Dividing Creek watershed, an area with important, contiguous farmland, and rich biodiversity. The 23,000-acre Area connects to The Nature Conservancy's Nassawango Creek and includes and links with large blocks of woodland within the Pocomoke State Forest system. More details are provided in the Agricultural Land Preservation chapter, which follows.
- **Donated Conservation Easements.** Worcester County is served by the Lower Shore Land Trust, a non-profit organization that works in cooperation with the Maryland Environmental Trust to obtain donated permanent conservation easements in rural areas. Over

★ 1,900 acres in Worcester County are protected by a donated conservation easement, held by the Lower Shore Land Trust and Maryland Environmental Trust. Landowners who donate have access to certain tax benefits (see Figure 3-2).

- **Maryland Agricultural Land Preservation Foundation (MALPF).** More detail on this program is provided in the Agricultural Land Preservation (Chapter Four), however, the MALPF program protects natural resources as well as active farmland. Over 6,000 acres of farmland and forest are permanently protected with this program.
- **CREP Permanent Easement Program.** This state-funded program protects forest resources (land in CREP contracts) with permanent easements. Nearly 600 acres have been protected with this program.
- **CELCP and Coastal Wetlands Programs.** Worcester County has partnered with, and plans to continue to work with, the state and the Coastal and Estuarine Land Conservation Program (CELCP) (NOAA) and the Coastal Wetlands Program (USFWS), two federal programs that protect coastal resources through purchase of conservation easements or fee simple purchase for passive parks. The Greys Creek Nature Park and Ilia Fehrer Nature Preserve were both purchased with CELCP funding.
- **Maryland Coastal Bays Program.** Part of the National Estuary Program, the Maryland

January 3, 2019

Planning Commission Public Hearing on the Draft Land Preservation, Parks and Recreation Plan, DRAFT Minutes

Commissioner Diffendal opened the public hearing at 1:03 PM.

Katherine Munson, Planner V, Environmental Programs, Bill Rodriguez, Parks Superintendent, Department of Recreation and Parks, and Tom Perlozzo, Director, Department of Recreation and Parks were present.

Ms. Munson referred to a packet sent to members in December, which included ten (10) pages from the 2017 plan (adopted February 20, 2018) edited to clarify recreational land deficiencies. She stated the new proposed draft has also been available on the county website. She explained that these changes are proposed in response to the state (Program Open Space) review of the adopted plan. She stated that although Program Open Space approved the 2017 Land Preservation, Parks and Recreation Plan submitted in February 2018, Program Open Space determined that the county had a recreational land deficit, based on information presented in the plan. Counties with recreational land deficiency are penalized with a significantly reduced Program Open Space match for development of recreational amenities. She stated that the following proposed revisions to the plan have been made to address this:

1. Public and private school playing fields were added to the playing field access map and to the recreational land inventory. A discussion of playing field access was amended to include these facilities.
2. Half-mile service area analyses were amended to include these school facilities and discussion regarding these analyses were expanded to address concerns about deficiencies.
3. Three formal joint use agreements with schools were added as an appendix.

Commissioner Diffendal asked for questions or comments on the drafted revision from the Planning Commission. Commissioner Ott asked if Ocean Pines facilities were included in the analysis. Ms. Munson stated that they were. Commissioner Barbierri asked why there was not a map for Pocomoke City in the attachment. After reviewing the attachment, Ms. Munson explained that no changes are proposed for that map. The deficiencies in playing fields were noted in the northern end of the county. Mr. Barbierri asked if the recreation department has a formal joint use agreement with the schools or YMCA in Pocomoke. Mr. Rodriguez stated that there is not one with the YMCA. Tom Perlozzo clarified that there is a joint use agreement with the entire school system that covers all of the schools.

Commissioner Diffendal asked for public comments on the draft plan.

Kate Patton, Executive Director, Lower Shore Land Trust, presented a letter describing Lower Shore Land Trust's accomplishments, activities and services. She stated that the Lower Shore Land Trust is accredited with the national Land Trust Commission. She stated that the Land Trust holds 120 easements of over 21,000 acres, that are monitored annually, including easements co-held with Worcester County. She stated that she envisions a strong partnership with Worcester County and would like to help the county implement the Land Preservation and Recreation Plan. She stated that the acreage the Lower Shore Land Trust has protected is 1913.228 acres and she asked that this be updated in the document.

Kathy Phillips, Executive Director, Assateague Coastal Trust, presented a letter and stated that the organization appreciates that the county included the state goals in the plan, and commends the county for providing and planning for water access and trails. She stated concern that the state (Program Open Space) seems to mandate that the county focus on building ball fields and parking, over water trails or other passive recreational development. She stated that this is unfortunate because Worcester County is rural with an abundance of land and water-based recreational opportunities such as biking, hiking, fishing and boating. She said that more ball fields will require more impervious surfaces, pesticides and fertilizers, which impact the bays. She said that the plan is a good opportunity to include TMDL benchmarks. She stated that Worcester County does a good job with land protection.

No other public comments were offered.

Commissioner Ott made the motion to recommend approval and adoption of the draft plan to the county commissioners, including the proposed edits presented by staff. Commissioner Smith seconded the motion. Approval was unanimous.



January 3, 2019

Mike Diffendal, Chair
Worcester County Planning Commission

Dear Mr. Diffendal,

Thank you for the opportunity to comment on the Worcester County Land Preservation Parks and Recreation Plan. This guiding document will serve the county for the next five years and beyond. The Lower Shore Land Trust (LSLT) is prepared to assist the County in land conservation and passive recreation goals.

Last year LSLT was recognized by the independent national Land Trust Commission as an accredited organization. This certification provides our partners with the assurances that we're implementing best practices for our land protection and stewardship of our resources.

The LSLT works throughout the tri-county with county governments, Maryland Department of Natural Resources and nonprofit partners to identify areas for land protection, restoration and potential recreational areas. The LSLT holds 120 easements totaling over 21,000 acres and monitors each of these easements for compliance annually. The LSLT considers Worcester County a partner in land conservation and since 1990, has cooperatively protected 39 properties utilizing the Rural Legacy program in the Dividing Creek and Coastal Bays Rural Legacy areas, co-holding these easements with Worcester County and/or the Maryland DNR.

The LSLT, as an accredited land trust, envisions a robust partnership with Worcester County that would strive to identify, permanently protect and steward important resources for Worcester County. The organization is interested in supporting land conservation projects and conducting education and outreach for conservation programs that meet mutual goals. LSLT has the capacity to deliver critical stewardship and annual monitoring and we're engaged with the community.

The LSLT works in formal partnership with Somerset and Wicomico Counties and seeks to formalize our relationship with Worcester County to work collaboratively in a private-public partnership. We're excited about the potential of this relationship and working with Worcester County to deliver the goals of the LPPRP.

Finally, the total acreage protected by the LSLT as indicated on page 71 should be updated to read 1913.228 acres.

Respectfully,

Kate Patton, Executive Director
Lower Shore Land Trust

Cc: Worcester Planning Commission members Jay Knerr, Betty Smith, Brooks Clayville, Rick Wells, Jay Barbierrri and Marlene Ott; Hugh Cropper, IV, LSLT Chair, Jared Parks, LSLT Land Programs Manager

Board of Directors

Chair – Hugh Cropper, IV

Vice Chair – Doug Stephens

Treasurer – Lora Bottinelli

Secretary – Suzy Taylor

Dave Allen

Pete Bozick

Anthony DiPaolo

David Harkins

Bryan Johnston

Robin Tomaselli

Lower Shore Land Trust

100 River Street

Snow Hill, Maryland 21863

443-234-5587

www.lowershorelandtrust.org



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

January 3, 2019

Michael Diffendal
Chair, Worcester County Planning Commission
1 West Market Street
Snow Hill, MD 21863

Dear Chairman Diffendal and members of the Worcester County Planning Commission,

Thank you for the opportunity to submit Public Comment on the proposed revisions to Worcester County's Revised Draft Land Preservation, Parks and Recreation Plan.

Assateague Coastal Trust appreciates the effort Worcester County has taken to meet the State goals for recreation, parks, and open space preservation, in particular:

"Make a variety of quality recreational environments and opportunities readily accessible to all of its citizens, and thereby contribute to their physical and mental well-being; • Use state investment in parks, recreation, and open space to complement and mutually support the broader goals and objectives of local; comprehensive/master plans. • To the greatest degree feasible ... help to protect natural open spaces and resources; • Continue to protect recreational open space and resource lands at a rate that equals or exceeds the rate that land is developed at a statewide level."

We also commend the County for their specific goals to enhance public access to the ocean, bays and beaches, and planning for region-wide trail and bikeway systems to link existing and new communities with commercial, institutional, cultural, and recreational activity centers while also requiring developers to integrate walking trails and bikeways into new developments' greenway systems.

ACT understands funding allocations mandated by the State seem to force the County to place more emphasis on playing fields and ball sports facilities than allowing the County to more appropriately allocate Open Space funds to achieve the goals stated above. This is unfortunate for many reasons, most specifically because we are a rural county with an abundance of natural land and water areas that provide the basis for most of our recreational activities – watersports, boating, fishing, crabbing, hiking, and biking. We are not an urban county that is already over developed and must provide recreational access by way of highways, parking lots and hardscaped facilities.

It would be very unfortunate to be forced by the State to revise our Parks and Recreation Plan in order to qualify for Open Space funding solely by the creation of more ball fields which require more impervious surfaces, more infrastructure and more use of pesticides and fertilizers.

This revision of the Land Preservation, Parks and Recreation Plan is a perfect opportunity to incorporate

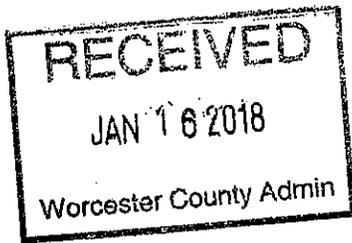
some of the goals and benchmarks outlined in the Coastal Bays TMDL for nutrient reductions to our waterways through reduction of pesticide and fertilizer use and expansion of undeveloped, unhardened land use and recreational use. ACT would like to see more of this presented in the Revised Plan.

ACT would prefer to see State Open Space funding be used to create those bike trails, hiking trails and develop water trails so our residents and our visitors may enjoy the recreational treasures unique to our coastal community and we encourage the County to do their utmost to build into this plan a commitment to more sustainable recreational use and rural land preservation planning that will lead to better protection of air quality and water quality for the public good.

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



Kathy Phillips
Executive Director and Assateague COASTKEEPER
Assateague Coastal Trust



Worcester County
Department of Environmental Programs

Memorandum

To: Harold L. Higgins, Chief Administrative Officer

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

Subject: Draft Worcester County Land Preservation, Parks and Recreation Plan
Revision
Joint Use Agreements

Date: January 16, 2019

As we discussed, an appendix will be added to the draft of the *2017 Worcester County Land Preservation, Parks and Recreation Plan (LPPRP)* REVISION. This appendix will contain joint use agreements with the schools that enable playing field access. This was a necessary part of the plan revisions.

These documents are attached and only one has the signature of the President of the County Commissioners executing the agreement on behalf of Worcester County. In an effort to make sure the other two agreements have this endorsement, the Department of Recreation and Parks and the Department of Environmental Programs will work to provide revisions of these two agreements for President Purnell's signature before they are inserted in the plan revision that will be sent to the state for review.

If you need any additional information, please do not hesitate to contact me.

Attachments

cc: Maureen Howarth
Katherine Munson
Tom Perlozzo
William Rodriguez

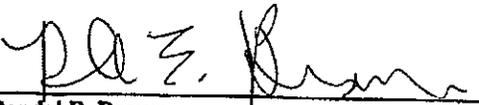


MEMORANDUM OF AGREEMENT
BETWEEN
WORCESTER COUNTY RECREATION & PARKS (MD)
AND
WORCESTER PREPARATORY SCHOOL

SUBJECT: This letter signed by both parties represents an agreement whereby the Northern Worcester Athletic Complex (NWAC) and Worcester Preparatory School (WPS) engage in a joint use agreement for their respective facilities, where such use is acceptable to both parties.

1. **Background:** The NWAC and WPS are adjacent properties and have worked cooperatively in the past. This cooperation has taken the form of using each other's parking facilities with prior approval when events warranted it as well as WPS use of certain NWAC athletic fields for its sports programs with prior approval from NWAC.
2. Both parties seek to formalize this arrangement in the future through formal memorandum updated annually.
3. On a case by case basis, both parties agree to continue this cooperation. Each party is free to reach out to the other in advance to request use of the other's facilities. The requestee is free to grant or deny use of facilities based on the needs of its own organization but should try to extend cooperation wherever possible.
4. Where joint use of facilities has been approved, both parties agree not to charge the other use fees whenever possible.
5. This agreement is in effect on 1 January 2019 and continues until expiration on 31 December 2019 unless extended or modified by mutual consent of both parties. Either side may rescind this agreement or withdraw an approved use of facilities by the other with 30 days' notice.
6. Point of contact at WPS for this agreement is Matt McGinnis, Athletic Director. 410-641-3575; email: mmcginnis@worcesterprep.org. POC for NWAC is Tom Perlozzo, Director of Recreation & Parks, 410-632-2144 ext. 2505 email: tperlozzo@co.worcester.md.us .

For Worcester Preparatory School

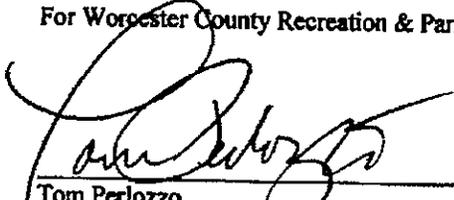


Randal E. Brown
Head of School

Date

12/18/18

For Worcester County Recreation & Parks



Tom Perlozzo
Director of Recreation & Parks

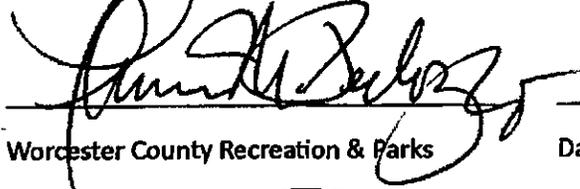
Date

12/18/18

December 3, 2018

The County Commissioners of Worcester County, Maryland and the Ocean City Baptist Church will work cooperatively over the coming years to continue to provide functions and activities on Worcester County Recreation and Parks Property and Ocean City Baptist Church properties. .

It's understood that this relationship will continue on a case by case basis to best serve both the needs of the county and the Church. This agreement is valid December 3, 2018 through December 2, 2019 and is cancellable by November 1, 2019 and automatically renewed yearly hereafter.

 _____ 12/5/18
Worcester County Recreation & Parks Date

 _____ 12/5/18
Ocean City Baptist Church Date

Joint Use Agreement

AGREEMENT BETWEEN THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND ("COUNTY") AND THE WORCESTER COUNTY BOARD OF EDUCATION ("BOARD") FOR USE OF RECREATION FACILITIES

Recitals

WHEREAS, the County and the Board desire to organize, promote, and conduct community recreation programs and activities to promote the health and general welfare of the community; and

WHEREAS, the Board is the owner of real property in the County, including facilities and active use areas that are capable of being used by the County for community recreational purposes; and

WHEREAS, the County is the owner of real property in the County, including facilities and active use areas that are capable of being used by the Board for school recreational purposes; and

WHEREAS, under appropriate circumstances, these publicly held lands and facilities should be used most efficiently to maximize use and increase recreational opportunities for the community; and

WHEREAS, both bodies are authorized to enter into agreements with each other to promote the health and general welfare of the community and contribute to enhance the recreational opportunities afforded to the community; and

NOW, THEREFORE, the Board and the County agree to cooperate with each other as follows:

1. Term

This Agreement will begin November 15, 2018, and end on November 14, 2019. The Agreement however shall automatically be renewed each year unless terminated as provided for hereinafter in Section 16 or by one party providing the other party written notice of its intention not to have the Agreement renewed on or before September 15th of each year.

2. Effective Date

This Agreement shall be effective upon the arrival of November 15, 2018.

3. Cooperative Agreement

As provided herein, the Board and the County hereby agree to cooperate in coordinating programs and activities conducted on all their respective recreational fields and facilities. As used in this Agreement, "Owner" shall mean the party to this Agreement that owns or controls a particular property and/or facility covered by this Agreement, and "User" shall mean the other party (but only the County and/or the Board and any third-party permitted by the County. Any such third party shall be the County's sole responsibility as if it was the County itself) using the Owner's property and/or facility under the terms of this Agreement.

4. Permitted Uses

a. Board Property

i Board Use

The Board shall be entitled to priority use of Board Property for public school and school-related educational and recreational activities, including summer school, and at such other times as Board Property is being used by the Board or its agents.

ii County Use

Subject to the schedule developed by the County and the Board or its agents, the County and third parties authorized by the County shall be entitled to use Board Property without charge for community recreational and educational purposes for the benefit of Board students, the Board and the County at large. The County's obligations under this Agreement shall apply to third parties using Board Property. The County shall be responsible for ensuring that third parties comply with all obligations under this Agreement when using Board Property. The County shall be solely responsible for any third-party user and all obligations of the County herein for its use shall apply to both the County and the County's third-party users. The County shall enforce all Board rules, regulations, and policies provided by the Board while supervising community recreational activities on Board Property. In planning programs and scheduling activities on school grounds, the security, academic, athletic, and recreational needs and opportunities of school-aged children will be the highest priority and be adequately protected.

b. County Property

i The County shall be entitled to priority use of County Property for the regular conduction of park, recreation, and community service activities and/or programs sponsored by the County.

ii Subject to the schedule developed by the County and Board, the Board shall be entitled to use County Property, without charge, for Board educational and recreational activities and/or programs.

5. Compliance with Law

All use of Board and County Property shall be in accordance with State and local law. In the case of a conflict between the terms of this Agreement and the requirements of State or local law, the State or local law shall govern. Any actions taken by the Board or the County that are required by State or local law, but are inconsistent with the terms of this Agreement, shall not be construed to be a breach or default of this Agreement.

6. Communication

a. Designation of Employees

The Board and the County shall respectively designate an employee with whom the other party, or any authorized agent of the party, may confer regarding the terms of

this Agreement. For purposes of this Agreement, County and Board's agent/designee shall be as follows:

(1) **Tom Perlozzo**
Director of Recreation and Parks
6030 Public Landing Rd.
Snow Hill, MD 21863
Office - 410.632.2144 x 2505

(2) **Lou Taylor**
Superintendent, Worcester County
6270 Worcester Highway
Newark, Maryland 21841

The agents shall meet as needed to effectuate this Agreement.

7. Scheduling Use of Property

a. Master Schedule

If so requested by either party, the Board and County shall develop a master schedule for joint use of Board and County Property to allocate property use to the Board, County and third parties.

b. Scheduling of County Property

The County shall have the responsibility for scheduling the use of County Property when the County is not using the Property.

c. Scheduling of Board Property

The County shall be responsible for scheduling its and any third-party use of Board Property and shall do so through the designated agent of the Board.

d. Tracking Use of Facilities

The Board and the County shall each track use of their respective properties under this Agreement.

e. Documentation of Costs

The Board and the County shall maintain records of costs associated with the Agreement.

8. Fees and Charges

The County shall timely reimburse the Board for expenses which are incurred by the Board outside normal working hours in providing staff or other personnel as the Board deems necessary to monitor and/or be present during the County's (or any third-party) use of the Board property. The Board shall timely reimburse the County for expenses which are incurred by the County outside normal working hours in providing staff or other personnel as the County deems necessary to monitor and/or be present during the Board's use of County property.

9. Improvements

- a. The Board shall obtain prior written consent of the County to make any alterations, additions, or improvements to County Property; the County shall obtain prior written consent of the Board to make any alterations, additions, or improvements to Board Property.
- b. Any such alterations, additions, or improvements shall be at the expense of the requesting party, unless otherwise agreed upon.
- c. Each party may, for good cause, require the demolition or removal of any alterations, additions, or improvements made by the other party at the expiration or termination of this Agreement. "Good cause" includes reasons of health, safety, or the Board's need to use the Board Property for educational purposes or the County's need to use County Property for governmental purposes.

10. Supervision , Security, and Inspections

a. Supervision and Enforcement

Each User shall train and provide an adequate number of competent personnel to supervise all activities on the Owner's Property. The User shall enforce all of the Owner's rules, regulations, and policies while supervising activities or programs on the Owner's Property.

b. Security

The Owner shall provide the User with access to the Owner's Property. The Owner shall provide keys, security cards, and training as needed to the User's employee(s) responsible for opening and locking the Owner's Property while supervising activities or programs.

c. Inspection and Notification

The User shall inspect the Owner's Property after use to ensure these sites are returned in the condition they were received. The User shall ensure the Owner is notified in the event that Owner's Property suffers damage during User's use. Such notification shall consist of sending written notification by letter, and email to the Owner's designated agent identifying the damaged property, date of detection, name of inspector, description of damage, and estimated or fixed costs of repair or property replacement.

d. Supplies

The User shall furnish and supply all expendable materials necessary to carry out its programs while using the Owner's Property.

e. Maintenance, Custodial Services, and Toilet Facilities

Maintenance

The User agrees to exercise due care in the use of the Owner's Property. The User shall during the time of its use keep the Owner's Property in neat order.

The Board shall be responsible for maintenance, repair and upkeep of Board property. The County shall be responsible for maintenance, repair and upkeep of County Property

Custodial

The Owner shall make its trash receptacles available during the User's use of Owner's Property. The User shall encourage community users to dispose of trash in the trash receptacles.

Parking

Parking shall be in designated areas.

11. Restitution and Repair

The User shall be wholly responsible to repair, remediate, or fund the replacement or remediation of any and all damage or vandalism to the Owner's Property during the User's use of that Property. This shall be coordinated by the designated agents and approved by the County and /or Board as required.

12. Liability and Indemnification

- a. The County shall defend, indemnify, and hold the Board, its officers, employees and agents, harmless from and against any and all liability, loss, or claims for injury or damages, arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, or claims for injury are caused by or result from the negligent or intentional acts or omissions of the County, its officers, agents, or employees.
- b. The Board shall defend, indemnify, and hold the County, its officers, employees and agents, harmless from and against any and all liability, loss, or claims for injury or damages, arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, or claims for injury are caused by or result from the negligent or intentional acts or omissions of the Board, its officers, agents, or employees.
- c. Nothing herein or any related agreement or any amendment hereto shall under any circumstances constitute or be construed as a waiver of immunities or limitations of liability that the County Commissioners and/or members of the Board of Education and or Superintendent, their officers, employees, agents, or servants, may have in by virtue of and in accordance with any law, including sovereign, statutory, qualified, official, common law, public general law or public local law immunity. No action may be brought with respect hereto other than in the appropriate State Court in Worcester County, Maryland. County Commissioners, as a body politic, has become a party hereto only in the capacity stated herein. No individual elected County Commissioner, member of Board of Education, contractor, employee, agent, or servant of County shall have any personal liability hereunder. Any indemnity herein or arising out of this Agreement, on the part of the County Commissioners or Board of Education, shall be only to the extent permitted by law and shall be subject to the non-waiver of immunity, limitations of liability and all other provisions of this Agreement.

13. Insurance

The Board and the County shall provide the following insurance in connection with this Agreement.

- a. Commercial General Liability for bodily injury and property damage, including Personal Injury and Blanket Contractual, with limits of \$1,000,000 per occurrence, \$2,000,000 aggregate.
- b. Workers' Compensation. Workers' compensation coverage as required by Maryland law.
- c. Documentation of Insurance. The Board and the County shall provide to each other a certificate of insurance each year this Agreement is in effect showing proof of the above coverage upon request.

14. Termination

This Agreement may be terminated at any time prior to its expiration, upon 45 days written notice.

15. Entire Agreement

This Agreement constitutes the entire understanding between the parties with respect to the subject matter and supersedes any prior negotiations, representations, agreements, and understandings.

16. Amendments

This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved in the same manner as this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement all as of the day and year first herein written.

ATTEST:



COUNTY COMMISSIONERS OF
WORCESTER COUNTY, MARYLAND


Diana Purnell, President

ATTEST:

WORCESTER COUNTY BOARD
OF EDUCATION


William Gordy, President

DRAFT

RESOLUTION NO. 19 - ____

Add to
10

**ADOPTING REVISIONS TO 2017 WORCESTER COUNTY
LAND PRESERVATION, PARKS AND RECREATION PLAN**

WHEREAS, the County Commissioners of Worcester County, Maryland most recently adopted a Worcester County Land Preservation, Parks and Recreation Plan on February 20, 2018 by Resolution No. 18-6 (the Plan) which identifies specific actions for improving parks, recreation and open space preservation in Worcester County; and

WHEREAS, following local adoption and State approval of the Plan, a deficiency was identified with respect to the proximity analysis in the Recreation and Parks chapter of the Plan which did not previously recognize fields at the public and private schools in the County; and

WHEREAS, the Plan was been revised to update the proximity analysis to include fields at the public and private schools in the County which are available for public access through Joint Use Agreements; and

WHEREAS, the Worcester County Planning Commission conducted a public hearing on January 3, 2019, and considered public comment on the proposed revisions to the Worcester County Land Preservation, Parks and Recreation Plan after which they unanimously recommended adoption of the revisions to the Plan as proposed.

NOW, THEREFORE, BE IT RESOLVED that the County Commissioners of Worcester County, Maryland hereby adopt the following proposed revisions to the *2017 Worcester County Land Preservation, Parks and Recreation Plan*:

1. Page 33/ Figure 2-9 Playing Field Access - Proximity Analysis to recognize fields at the public and private schools in the County;
2. Page 35/Figures 2-12, 2-13 and 2-14 - Proximity Analysis - Half Mile Service Area discussion to explain the apparent "gaps" in service;
3. Page 46-47/Tables 2-10A through 2-10D - revised to reference the Joint Use Agreements for fields at public and private schools in the County;
4. Page 68 - Updated total acreage of land protected by Lower Shore Land Trust; and
5. Appendix 2 - Copies of the Joint Use Agreements.

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

DRAFT

PASSED AND ADOPTED this _____ day of _____, 2019.

ATTEST:

COUNTY COMMISSIONERS OF
WORCESTER COUNTY, MARYLAND

Harold L. Higgins
Chief Administrative Officer

Diana Purnell, President

Joseph M. Mitrecic, Vice President

Anthony W. Bertino, Jr.

Madison J. Bunting, Jr.

James C. Church

Theodore J. Elder

Joshua C. Nordstrom

RESOLUTION NO. 18 - 6

**ADOPTING 2017 WORCESTER COUNTY
LAND PRESERVATION, PARKS AND RECREATION PLAN**

WHEREAS, the County Commissioners of Worcester County, Maryland most recently adopted a Worcester County Parks, Recreation and Land Preservation Plan on May 1, 2012 by Resolution No. 12-07 (the 2012 Plan) which identifies specific actions for improving parks, recreation and open space preservation in Worcester County; and

WHEREAS, Sections 5-9B-04 and 5-905 of the Natural Resources Article of the Annotated Code of Maryland (Program Open Space Law) requires each county and Baltimore City to prepare a land preservation, parks and recreation plan every six years with the overarching purpose of developing a strategy that will best ensure good return on public investment in the various state and local land preservation and recreation programs in order to remain eligible to receive Maryland Program Open Space (POS) funds, the State's primary grant program for parks, recreation and open space preservation; and

WHEREAS, the County Commissioners authorized the County Planning Commission to prepare a new Parks, Recreation and Land Preservation Plan to replace the 2012 Plan; and

WHEREAS, the Planning Commission, with the assistance of staff from the Worcester County Department of Environmental Programs and the Worcester County Department of Recreation and Parks, prepared and presented to the Commissioners such a Land Preservation, Parks and Recreation Plan; and

WHEREAS, the Department of Environmental Programs and the Department of Recreation and Parks administered a survey outreach through paper and online questionnaires from April to November of 2017 as a means of collecting additional public feedback about what is important to residents regarding public parks, recreation and open spaces in the County; and

WHEREAS, the Worcester County Recreation Advisory Board has reviewed and approved the proposed Land Preservation, Parks and Recreation Plan; and

WHEREAS, the Planning Commission conducted a public hearing on February 1, 2018, and considered public comment on the proposed Worcester County Land Preservation, Parks and Recreation Plan and have complied with all other requirements of law.

NOW, THEREFORE, BE IT RESOLVED that the County Commissioners of Worcester County, Maryland hereby adopt the *2017 Worcester County Land Preservation, Parks and Recreation Plan* as revised February 9, 2018 and incorporated herein by reference which shall replace the 2012 Plan.

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

PASSED AND ADOPTED this 20th day of February, 2018.

ATTEST:

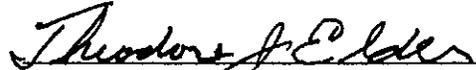


Harold L. Higgins
Chief Administrative Officer

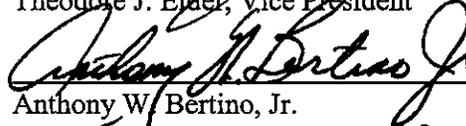
COUNTY COMMISSIONERS OF
WORCESTER COUNTY, MARYLAND



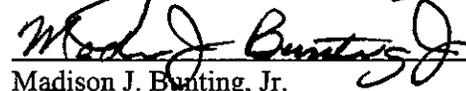
Diana Purnell, President



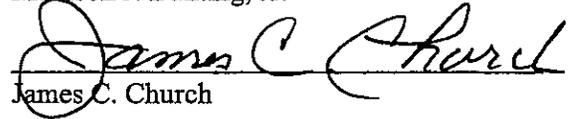
Theodore J. Elder, Vice President



Anthony W. Bertino, Jr.



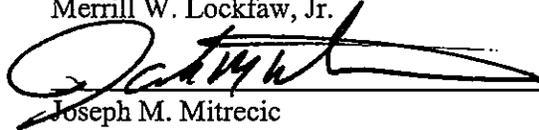
Madison J. Bunting, Jr.



James C. Church

Absent

Merrill W. Lockfaw, Jr.



Joseph M. Mitreic



11

Proposed For Public Hearing
on February 19, 2019

Worcester County
Department of Environmental Programs

Memorandum

To: Harold L. Higgins, Chief Administrative Officer

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

Subject: **Sanitary Service Area Expansion**
Request for Public Hearing
AGH Outpatient Center
Ocean Pines Sanitary Service Area
SSA-2018-2

Date: 1/15/19

Attached is a copy of a petition for Sanitary Service Area expansion and connection of the proposed outpatient center to the water and sewer systems of the Ocean Pines Sanitary Area from Hugh Cropper on behalf of the applicant, Burbage/Melson, Inc, and Silver Fox, LLC, property owners, and Sina Companies, LLC, contract purchaser. The petition was received in accordance with § PW 5-305 (b)(1) and is being processed as an expansion of the Ocean Pines Service Area.

The applicant requests water and sewer service for two (2) adjacent parcels from the Ocean Pines Sanitary Service Area. The applicant requested these services in order to serve a proposed Outpatient Center on the properties. The subject properties are located on the east side of Racetrack Road (MD Route 589), south of the southern entrance to the Ocean Pines Community. They are more specifically identified on Tax Map 21 as Parcel 66, Lots A and B. The proposed facility will include approximately 98,964 square feet of medical office space and they are expecting to utilize thirty-four (34) EDUs of water and sewer capacity to serve this development. Regarding actual utilization and potential tenants for the center, John Salm, engineer for the owner, responded with the following:

- No in-patient Surgery.
- No hospital beds.
- No institutional beds

Citizens and Government Working Together

No Laboratory, this will go to AGH
No dialysis planned at this time.
Physical Therapy, but will not have a swimming pool

The proposed sanitary facilities will consist of privately-owned, low-pressure sewerage pump stations and a public low-pressure force main along with public water mains connect to the existing Ocean Pines system infrastructure, onward to the Ocean Pines collection and water distribution systems.

The proposed budget is attached as well as maps for water and sewer that were prepared for an accompanying Water and Sewerage Plan amendment. That planning amendment has been reviewed by the Planning Commission and found to be consistent with the *Comprehensive Plan*. The amendment was approved by the County Commissioners pending the approval of the sanitary service area expansion.

I have investigated and evaluated the petition to expand the Ocean Pines Sanitary Service Area. In order to evaluate the proposal I solicited the comments of Mr. John Ross, Deputy Director of Public Works, and Jessica Wilson, the Enterprise Fund Controller. They have found this proposal feasible from an engineering and financial standpoint. Applicant will need to pay the equity contribution and future capital improvement charges with any EDU purchases associated with this application.

After reviewing all of the applicable information, I find the following:

1. The proposed expansion would be desirable for the comfort, convenience, health, safety, and welfare of the people who will, or in the future may be, served by the proposed expansion. The existing property will now be served by public water & sewer, not by wells and septic systems. A public service for this property would provide a much greater degree of comfort, convenience, health, safety, and welfare for the new customers of the service area. This is a highly desirable public health facility and the property would be connecting to the advanced treatment facility at the Ocean Pines WWTP.
2. The construction of the force main connection from this property to the Ocean Pines collection and distribution system is certainly feasible from both the engineering and economic standpoints. All costs to operate the system will be borne by the service area customers with the property owners responsible for the construction of the connections. An acceptable Public Works agreement for construction and turnover of said facilities will also need to be approved and accepted by the County.
3. The proposal is in the best interest of the public health, safety, and welfare of the residents of the County. In addition to the findings outlined in number 1 above, the fact that the infrastructure will be approved and operated by the County will permit the orderly development of the subject property within

the area. Public water and sewer are preferable to private wells and septic. Discharges to the shallow groundwater and the coastal bays will be reduced as a result of this service area expansion which would prevent any development of the property on the previously approved septic areas.

4. The proposal will not be unduly detrimental to the environment of the County. A public system in this area should provide for greater degrees of protection of the environment of the County. Public water and sewer are preferable to private wells and septic. The extension of public service infrastructure to the area could encourage adjacent properties within the Greater Ocean Pines planning area to connect existing properties currently served by well and septic.
5. The design and operation of the facility will be completed according to State and County guidelines. Plans will be approved by the Department of Public Works and construction work will be inspected and approved prior to turnover. The applicant is responsible for all costs associated with design and permitting of the infrastructure. The County will be responsible for operations, with the costs being paid for by the applicant.

I would respectfully request that the Commissioners schedule a public hearing to consider the expansion of the Ocean Pines Sanitary Area to include these properties. I have forwarded a draft advertisement for this hearing to Kelly Shannahan.

As always, I will be available to discuss this matter with you and the County Commissioners at your convenience. Should you have any questions or require future information in the interim, please do not hesitate to contact me.

Attachments

1. Application
2. Water and Sewer Maps for the Proposed SSA Addition

cc: Ocean Pines Sanitary Area File, SSA-2018-02

Attachment 1

Application

**Petition for an Expansion to an Existing Sanitary Service Area -
Greater Ocean Pines Sanitary Service Area (GOPSSA)**

Name: Greater Ocean Pines Sanitary Service Area, Expansion.

Geographic Area: Map 21, Parcels: 66A and 66B, located on the East Side of MD Route 589 North of the intersection with U.S. Route 50 and South of the intersection with MD Route 90.

Desirability of Facility: The facility is highly desirable since it will connect a vitally important local health facility to the advanced treatment facility at the Ocean Pines WWTP which treats to an ENR level.

Construction and Operation Feasibility: Construction will be paid for by the Applicant. Operations will be by the County Department of Public Work, paid for by the user.

Public Health, Safety and Welfare: Public health, security and safety will be improved with the inclusion of this site in a public water and sewer sanitary area.

Effect on the Environment: Nitrogen discharges to the shallow groundwater and ultimately the Coastal Bays will be reduced as a result of this expansion. Other contaminants will also be eliminated since they are treated in the WWTP.

Design, Operation and Permits: The applicant is responsible for all costs associated with design and permitting of the infrastructure. The County will be responsible for operations, with the costs being paid by the user.

Description of Proposed Facilities: The proposed facilities will consist of privately-owned, low-pressure sewerage pump stations and a public low-pressure force main along with public water mains connecting to the existing Pines Pines system infrastructure, onwards to the Ocean Pines collection and water systems

Schedule for Construction: The facility will be constructed after the water and sewer plan amendment and the service area application are approved and all other permits are issued.

Number of Equivalent Dwelling Units/Allocation: 34 @ 300 gpd/edu for the expansion.

Property Owner Signature: _____

Date: _____

10/23/18

Applicant Signature:
(if other than property owner)

Date: _____

10/23/18

Hugh COPPERT

Water Wastewater Services Enterprise Fund
Expansion to the GOSSA

	<u>Personnel</u>	<u>Estimated Annual Budget</u>
11.130.6002	SALARIES - SUPPORT GROUP	5,000
11.130.6007	OVERTIME	0
		5,000
	<u>Supplies & Materials</u>	
11.130.6230	CHEMICALS	0
11.130.6300	TOOLS	0
11.110.6309	EQUIPMENT	0
11.130.6305	UNIFORMS	200
		200
	<u>Maintenance & Services</u>	
11.130.6104	ELECTRICITY	0
11.130.6252	WATER SYSTEM MAINTENANCE	0
11.130.6255	PLANT SYSTEM MAINTENANCE WWTP	0
11.130.6256	COLLECTION SYSTEM MAINTENANCE	500
11.130.6257	PLANT SYSTEM MAINTENANCE WTP	0
11.130.6260	EQUIPMENT/VEHICLE RENTAL	500
11.130.6281	BUILDINGS AND GROUND MAINTENANCE	0
11.130.6296	LAB TESTING	0
11.130.6304	PROFESSIONAL FEES	0
		1,000
	<u>Other Charges</u>	
11.130.6003	BENEFITS-SUPPORT GROUP	1,850
11.130.6013	SALARY PAID TO OTHER AREAS	0
11.130.6014	MARK UP PAID TO OTHER AREAS	0
11.130.6211	INSURANCE	750
11.130.8306	EDUCATIONAL TRAINING	130
11.130.6329	SAFETY	130
		3,360
	<u>Interfund Charges</u>	
11.130.6005	OFFICE EXPENSE (TREASURER)	15
11.130.6008	OFFICE EXPENSE (SUPPORT GROUP)	60
11.130.6016	TREASURERS SUPPORT - SALARIED	610
11.130.6017	TREASURERS SUPPORT - FRINGE	230
11.130.6018	PUBLIC WORKS/SALARIES	725
11.130.6019	PUBLIC WORKS/BENEFITS	280
11.130.6020	PUBLIC WORKS/OPERATOR EXPENSE	15
		1,935
	<u>Capital Equipment</u>	
11.130.1503		0
	TOTAL	11,495

**Water Wastewater Services Enterprise Fund
Proposed Expansion to the GOSSA**

Revenue

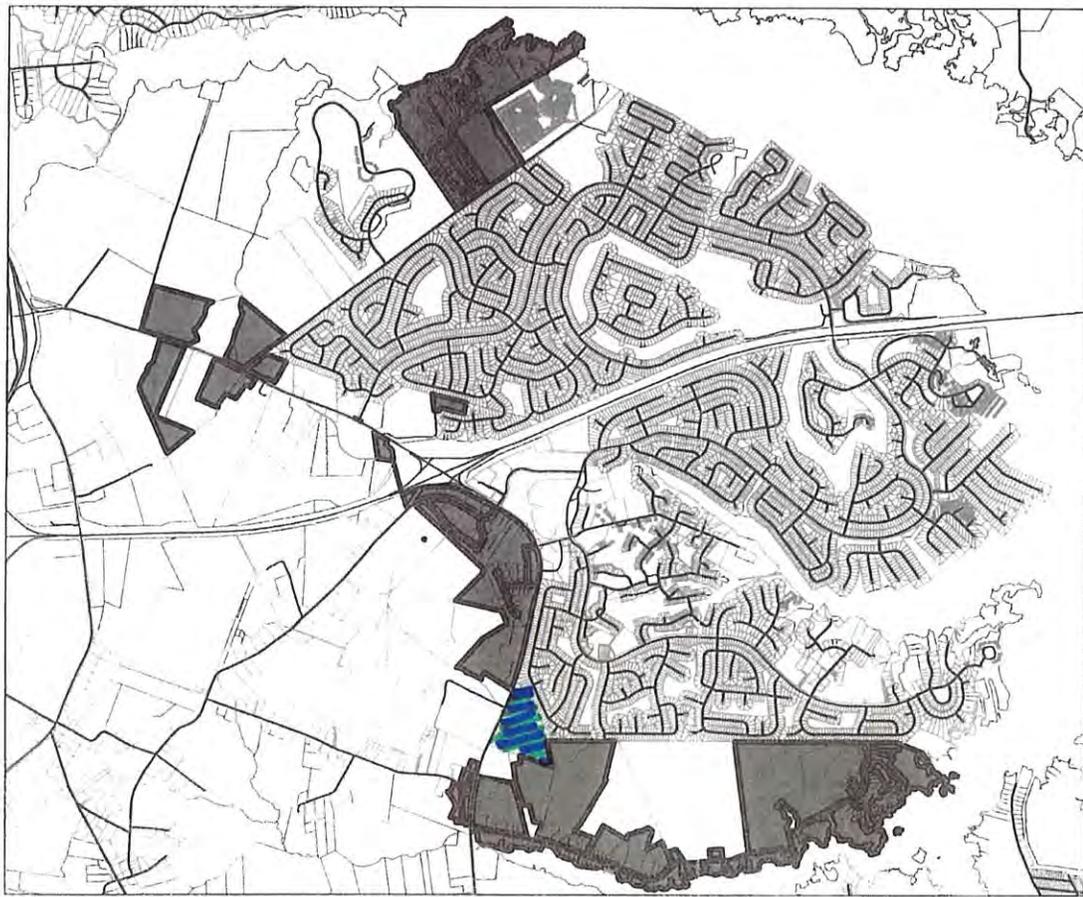
DOMESTIC CHARGES	0
COMMERCIAL CHARGES	11,495
INTEREST AND PENALTIES	0
INTEREST ON INVESTMENTS	0
OTHER REVENUE	0

Expenditures

PERSONNEL SERVICES	5,000
SUPPLIES & MATERIALS	200
MAINTENANCE & SERVICES	1,000
OTHER CHARGES	3,360
INTERFUND CHARGES	1,935
CAPITAL EQUIPMENT	0

Figures

**Expansion of the Greater Ocean Pines Sanitary Sewer Service Area
(GOPSSA)**



**Worcester County,
Maryland**

**GREATER OCEAN PINES
SANITARY SERVICE AREA**

 S-1 (Present to 2 Years) GOPSSA
Greater Ocean Pines Sanitary Service Area

Boundary approved by the County
Commissioners of Worcester County,
Resolution No. 05-09 on April 5, 2005

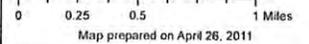


*Expansion for
Map 21, Parcels
66A & 66B*

**Department of Development
Review and Permitting
Technical Services Division**

Drawn By:
KLH

Reviewed By:
RM



Real Property Data Search

Search Result for WORCESTER COUNTY

View Map		View GroundRent Redemption				View GroundRent Registration				
Tax Exempt:		Special Tax Recapture:								
Exempt Class:		NONE								
Account Identifier:		District - 03 Account Number - 169855								
Owner Information										
Owner Name:		SILVER FOX LLC			Use:		RESIDENTIAL			
Mailing Address:		9919 STEPHEN DECATUR HWY OCEAN CITY MD 21842-0000			Principal Residence:		NO			
					Deed Reference:		/04956/ 00440			
Location & Structure Information										
Premises Address:		RACETRACK RD BERLIN 21811-0000			Legal Description:		AG PAR A 14.89 ACS E SIDE OCEAN DOWNS ROAD MIN SUB BURBAGE/MELSON			
Map:	Grid:	Parcel:	Sub District:	Subdivision:	Section:	Block:	Lot:	Assessment Year:	Plat No:	217085
0021	0008	0066		0000			PAR A	2019	Plat Ref: 0217/0065	
Special Tax Areas:		Town:				NONE				
		Ad Valorem:								
		Tax Class:								
Primary Structure Built		Above Grade Living Area		Finished Basement Area		Property Land Area		County Use		
						14.8900 AC		000000		
Stories	Basement	Type	Exterior	Full/Half Bath	Garage	Last Major Renovation				
Value Information										
		Base Value		Value		Phase-In Assessments				
				As of 01/01/2016		As of 07/01/2018		As of 07/01/2019		
Land:		93,800		93,800						
Improvements		0		0						
Total:		93,800		93,800		93,800				
Preferential Land:		0								
Transfer Information										
Seller: BURBAGE/MELSON, INC				Date: 06/27/2007			Price: \$0			
Type: NON-ARMS LENGTH OTHER				Deed1: SVH /04956/ 00440			Deed2:			
Seller:				Date:			Price:			
Type:				Deed1:			Deed2:			
Seller:				Date:			Price:			
Type:				Deed1:			Deed2:			
Exemption Information										
Partial Exempt Assessments:		Class		07/01/2018		07/01/2019				
County:		000		0.00						
State:		000		0.00						
Municipal:		000		0.00]		0.00]				
Tax Exempt:		Special Tax Recapture:								
Exempt Class:		NONE								
Homestead Application Information										
Homestead Application Status: No Application										

Real Property Data Search

Search Result for WORCESTER COUNTY

View Map		View GroundRent Redemption			View GroundRent Registration					
Tax Exempt:		Special Tax Recapture:								
Exempt Class:		NONE								
Account Identifier:		District - 03 Account Number - 169863								
Owner Information										
Owner Name:		BURBAGE/MELSON INC			Use:		RESIDENTIAL			
Mailing Address:		9919 STEPHEN DECATUR HWY BERLIN MD 21811-2674			Principal Residence:		NO			
					Deed Reference:		/03971/ 00220			
Location & Structure Information										
Premises Address:		RACETRACK RD BERLIN 21811-0000			Legal Description:		AG PAR B 16.01 ACS E SIDE OCEAN DOWNS ROAD MIN SUB BURBAGE/MELSON			
Map:	Grid:	Parcel:	Sub District:	Subdivision:	Section:	Block:	Lot:	Assessment Year:	Plat No:	217065
0021	0008	0086		0000			PAR B	2019	Plat Ref:	0217/0065
Special Tax Areas:				Town:			NONE			
				Ad Valorem:						
				Tax Class:						
Primary Structure Built		Above Grade Living Area		Finished Basement Area		Property Land Area		County Use		
						16.0100 AC		000000		
Stories	Basement	Type	Exterior	Full/Half Bath	Garage	Last Major Renovation				
Value Information										
		Base Value		Value As of 01/01/2016		Phase-In Assessments As of 07/01/2018		As of 07/01/2019		
Land:		95,000		95,000						
Improvements		0		0						
Total:		95,000		95,000		95,000				
Preferential Land:		0								
Transfer Information										
Seller:		Date:			Price:					
Type:		Deed1:			Deed2:					
Seller:		Date:			Price:					
Type:		Deed1:			Deed2:					
Seller:		Date:			Price:					
Type:		Deed1:			Deed2:					
Exemption Information										
Partial Exempt Assessments:		Class		07/01/2018		07/01/2019				
County:		000		0.00						
State:		000		0.00						
Municipal:		000		0.00		0.00				
Tax Exempt:		Special Tax Recapture:								
Exempt Class:		NONE								
Homestead Application Information										
Homestead Application Status: No Application										

Attachment 2

Maps



Legend

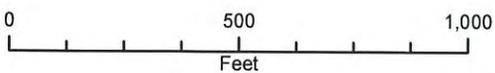
- Proposed W-1 Expansion
- Ocean Pines Water Service Area - W-1

Water Service Areas

Tax Map: 21
 Parcel: 66-A & 66-B
 Proposed Expansion of Sanitary Service Area
 W-1, W-1 Proposed



Prepared by Worcester County Environmental Programs, October 26, 2018
 Parcel boundaries are approximate.
 This map is for planning purposes only.
 Aerial image 2016.





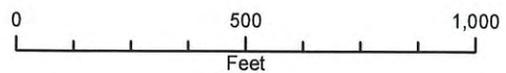
Legend

- Proposed S-1 Expansion
- Ocean Pines Sewer Service Area - S-1

Sewer Service Areas

Tax Map: 21
Parcel: 66-A & 66-B

Proposed Expansion of Sanitary Service Area
S-1, S-1 Proposed



14

Prepared by Worcester County Environmental Programs, October 26, 2018
Parcel boundaries are approximate.
This map is for planning purposes only.
Aerial image 2016.

§ PW 5-305. Sanitary service areas, sub-areas and amendments.

- (a) Criteria for establishment. A sanitary service area may be created only if it can be demonstrated, and the County Commissioners find that the establishment is (1) necessary for the existing or future health, safety and welfare of the public in general or is in the best interest of the county at large, and (2) feasible financially and from an engineering standpoint. A sanitary service area may include non-contiguous parcels. Parcels wholly within the boundaries of a service area may be excluded from the service area.
- (b) Procedure. The procedure for the establishment of a sanitary service area, sub-area or amendment thereto shall be as follows:
- (1) Initiation of the process for sanitary service areas or sub-areas to be established or amended may be by petition or by action of the County Commissioners as follows:
 - A. By petition. The owner or owners of property may petition the County Commissioners for the establishment of a sanitary service area to serve that sub-area or amendment thereto. The petition must describe the geographic area proposed for the sanitary service area, sub-area or amendment. The petition shall be on such forms as prescribed by the County Commissioners and must be signed by not less than 67% of the property owners in the proposed service area, sub-area or amended area. The petition shall be accompanied by a plat of the proposed service area, drawings, maps, plans, studies, construction information and other information as may be required by the County Commissioners.
 - B. By action of the County Commissioners. If the County Commissioners determine that the establishment of a sanitary service area, sub-area or amendment thereto may be desirable in accordance with the criteria in this Subtitle, then the Commissioners may pass a resolution providing for an investigation of such proposed sanitary service area, sub-area or amendment.
 - (2) Action on Petition or Resolution. The Commissioners shall make an investigation and evaluation of the proposal set forth in the petition or resolution. In evaluating the proposal, the Commissioners shall consider the following:
 - A. Desirability of the facility for comfort, convenience, health, safety and welfare of the people who will or in the future may be served by the proposal.
 - B. Feasibility of construction and operation from an engineering standpoint as well as from an economic standpoint of the proposal.
 - C. Whether or not the proposal is in the best interest of the public health, safety and welfare of all residents of the county.
 - D. Whether or not the proposal will not be unduly detrimental to the environment of the county.
 - E. Whether or not the design and operation of any facility included in the proposal is in accordance with all required permits and applicable standards.

- (3) Hearing. The Commissioners shall hold at least one public hearing on the proposed establishment of a sanitary service area, sub-area or amendment thereto which shall be advertised at least once per week for two consecutive weeks prior to the hearing in a newspaper of general circulation in the area of the proposed action. The public hearing may be held in conjunction with any other public hearing required for the approval of the proposal.
- A. (Reserved)⁸
- (4) Approval/Disapproval. Following the public hearing the Commissioners may approve the proposal and establish a service area, sub-area or amend the same by resolution. The resolution shall specify and include: (1) the name of the service area or sub-area; (2) a geographic description of the service area or sub-area; (3) a description of the proposed sanitary facilities and a plan and schedule for the construction of the facilities; (4) the number of equivalent dwelling units to be served in the sanitary service area or sub-area; (5) an allocation of the equivalent dwelling units for existing parcels and for parcels planned for development; and (6) such other matters as the County Commissioners may deem appropriate. A copy of the resolution agreement implementing same and a plat of the boundaries of the service area or sub-area shall be recorded among the land records of the county. The County Commissioners may deny the proposal if it is found that the proposal is not necessary for the existing or future health, safety and welfare of the public in general or if the proposal is not feasible financially or from an engineering standpoint. Should construction of any facilities fail to commence within ten years from the date of the resolution, the County Commissioners may dissolve the service area or sub-area as herein provided. The decision of the County Commissioners shall be final. The resolution shall establish a special taxing district.
- (5) Cost and fees. In the case of a petition, all costs expended and fees, as from time to time prescribed by the County Commissioners, shall be paid by the petitioners at such time as demanded by the County Commissioners, provided, however, that the County Commissioners may determine that in a case where the petition is for the correction of existing conditions which are hazardous to the public health and the environment, the Commissioners may waive the fees or costs. In addition, the County Commissioners may pay such fees and costs and charge them to the service area or sub-area upon its establishment. Nothing herein shall preclude the County Commissioners from making other expenditures for studies or evaluations necessary to protect the health, safety and welfare of the people of the county and the environment.

8. Editor's Note: Former Subsection (b)(3)A, which provided special provisions for hearings in the Ocean Pines Sanitary Service Area, was repealed 9-16-2003 by Bill No. 03-9.

§ PW 5-306. Services outside service area. [Amended 8-16-2005 by Bill No. 05-11; 12-20-2005 by Bill No. 05-15]

- (a) Extension of services outside service area. The County Commissioners may allow sanitary services to be extended outside the boundaries of a service area to provide service by contract to another sanitary service area, shared sanitary facility, County project or facility, as determined by the County Commissioners. In all such cases the recipient of such service shall fairly compensate the sanitary service area providing service for maintenance and operation cost and for a proportionate share of the value, as determined by the County Commissioners, of the sanitary facilities required to provide the service. In emergency circumstances, service may be provided to an individual property. In the case of providing service to an individual property, the Commissioners must determine that such service is required because of a bona fide health or environmental emergency. The procedure for providing service outside the service area shall be the same as the procedure for an amendment to a sanitary service area set forth in § PW 5-305 of this Article based upon a petition filed by the owner or owners of the property requesting service or by action of the County Commissioners. The County Commissioners, in order to provide service outside the sanitary service area by contract, shall make all of the factual findings required by § PW 5-305, and the proposal must meet with all of the requirements of this section as well as the requirements of § PW 5-305. In cases where services are provided by contract outside of a sanitary service area the County Commissioners may establish rates and fees at the time of the resolution providing for such service. Such rates may be higher or lower than the rate charged within the sanitary service area providing service as determined by the County Commissioners for good cause. All rates and fees shall be subject to the annual budgetary process of § PW 5-310.
- (b) Temporary services. Upon a recommendation by the Department of Public Works, in cases where it is determined necessary, appropriate, or desirable by the County Commissioners, temporary treatment of wastewater generated in one sanitary service area may be provided in another sanitary service area and/or potable water may be supplied from one sanitary service area to another sanitary service area, provided such temporary arrangement does not exceed three hundred sixty-five consecutive days and provided an agreement shall be entered into between the service areas and executed on behalf of the County Commissioners by the Department of Public Works. No arrangement for inter-service area wastewater treatment or supply of potable water shall be made in cases where the wastewater treating area or potable water supplying area lacks sufficient capacity for such service.

§ PW 5-307. Construction of sanitary facilities.

- (a) Construction by developer. Where the proposed sanitary facilities are intended to serve land which is substantially vacant and undeveloped, the developer shall be required to enter into an agreement with the County Commissioners to provide for the construction of the facilities. The agreement shall provide: (1) that the developer shall secure all necessary permits for the benefit of the county, and which may not be modified without the consent of the county, and shall construct the facilities in accordance with all required permits and applicable standards; (2) that the developer shall deed to the county

free and clear of all encumbrances, at the time of the recordation of any subdivision plat or final approval of any site plan all parcels reserved for construction of sanitary facilities; (3) that the developer shall warrant the construction and performance of the sanitary facilities for a period of not less than two years from the date of acceptance by the county and shall post construction and maintenance bonds in an amount to guarantee the warranty which in the case of a maintenance bond shall be no more than 50% of the actual cost of all equipment; (4) that upon completion of the facility and final inspection, approval and acceptance by the county, the developer shall transfer all permits and all those portions of the facility which are not already county property to the county free and clear of all liens and encumbrances and the county shall then assume operational control of the sanitary facilities; (5) for a cash deposit, if required by the resolution establishing the service area, for not less than one year of operation including reasonable reserves for replacement; (6) such requirements for payment of contractors and suppliers as may be required; (7) for any construction bond required by any applicable law or regulation; (8) for any reimbursement to developer for service provided from the facility to third parties and any formula relating thereto; and (9) for such other matters as may be determined by the County Commissioners to be necessary and appropriate. The agreement shall be recorded in the land records of Worcester County at the expense of the developer. Any sanitary facilities constructed by the developer must be of such a capacity to provide service for each equivalent dwelling unit reflected on the developer's subdivision plats or site plans. The County Commissioners may require a developer to construct sanitary facilities of a size and capacity greater than that necessary to serve the proposed development when that additional capacity is needed to serve other existing parcels within the service area. In such a case, those existing parcels shall be established as a sub-area and the sub-area shall be liable for reimbursing the developer for its proportionate share of the costs of the sanitary facilities constructed by the developer.

- (b) Construction by county. Where a sanitary service area or sub-area has been established, the sanitary facilities shall be constructed, expanded or upgraded by the county in accordance with the following procedures.
- (1) The County Commissioners shall cause to be made such studies, plans and specifications as may be necessary to solicit bids and determine the actual cost for the construction and operation of the proposed sanitary facilities.
 - (2) The County Commissioners shall hold a public hearing on the cost of the project, which hearing shall be advertised at least once per week for two weeks prior to the hearing in a newspaper of general circulation in the area of the proposed service area. At the hearing the Commissioners may ask for the vote of each property owner in the service area as to whether the project should be constructed but shall not be bound by said vote.
 - (3) Following the public hearing the County Commissioners may approve or reject the project for construction. If approved, the County Commissioners may advance funds or may issue bonds as may be authorized by Public General Law, for the construction of the project. The costs incurred in constructing the project shall be considered a debt of the sanitary service area which debt shall be repaid through the levying of and payment of assessments as provided for in this Subtitle.

- (c) Standards. The County Commissioners may, by resolution, adopt codes and standards for the construction, operation and use of sanitary facilities.

§ PW 5-308. Operation of sanitary facilities.

Sanitary facilities shall be operated by the Worcester County Department of Public Works, provided that the County Commissioners may contract with qualified private operators or enter into leases with private operators to operate sanitary facilities.

§ PW 5-309. Plat approval and building permits. [Amended 7-13-1999 by Bill No. 99-4]

- (a) Conditions of approval and permit issuance. No subdivision plat may be recorded or site plan finally approved for any development in a sanitary service area until the sanitary facilities have either been completely constructed and in operation or the construction is provided for by agreement with the County Commissioners and has been adequately bonded to the county. No building permit for any structure in a sanitary service area shall be issued until the county shall determine that the construction of the sanitary facilities is substantially completed as determined by the County Commissioners upon the advice and the recommendation of the County Environmental Programs Administrator and, if the facilities are being constructed by a developer, that the remaining work is adequately bonded to the county. No occupancy permit shall be issued for any structure in a sanitary service area until the sanitary facilities are completed and are operating to the satisfaction of the county and have been transferred to the county.

- (1) Notwithstanding the provisions contained in Subsection (a) above, permits for no more than four model homes may be issued for any subdivision where the proposed water supply system and/or sewage disposal system have been approved by the Department of the Environment but not constructed, subject to the following:
- A. The water supply system and/or sewage disposal system have been bonded in their entirety to the satisfaction of the County Commissioners.
 - B. There shall be no water supply extended to the model homes.
 - C. All plumbing shall terminate at the building foundation.
 - D. Model home owners/developers shall utilize the model homes only for display purposes and they must not be either sold or occupied for any purpose until the water supply system and/or sewage disposal system are available to serve them. Agreements to this effect must be signed by all owners/developers, contractors and lienholders and recorded in the land records of Worcester County.

§ PW 5-310. Budget, assessments and charges.

- (a) Service area budget. The County Commissioners shall each year, by resolution, approve and adopt a budget for each service area which shall specify estimated expenses of the

service area or sub-area and the assessment, user charge and accessibility rates, as well as any other authorized fees and charges, necessary to balance estimated expenditures. The County Commissioners may also approve and adopt such supplemental budgets and assessments and charges in accordance with the procedures set forth in this section, as may be necessary to meet emergency or unexpected conditions and expenses, including partial year budgets and levies. The expenses of the service area may also include a portion of any consolidated administrative, financial, engineering and maintenance expenses which are allocated to the service area on a proportionate basis.

- (b) Assessments. The County Commissioners shall levy assessments by resolution on all properties within the sanitary service area or sub-area for the sole purpose of raising funds to retire any indebtedness of the service area or sub-area incurred for the purpose of acquiring or constructing sanitary facilities. The assessments shall be levied uniformly on an equivalent dwelling unit basis. If no new assessment is made, then the prior year assessment shall continue for the ensuing year. Each parcel within the service area shall annually, by resolution, be assigned an equivalent dwelling unit rating based upon its actual use or, in the case of vacant land, be assigned a one equivalent dwelling unit rating unless the vacant land has been approved for a greater number of equivalent dwelling units either by site plan approval, preliminary plat approval, or other development plan approval allowing for an allocation of water or sewer service, or other contracted agreement providing for water or sewer service, in which case the rating shall be based upon the number of equivalent dwelling units provided for in such approval, plat, plan or agreement. The County Commissioners may make adjustments in assessments in cases of lots which are determined by the County Commissioners to be lots not intended for sewer or water facilities or where water or sewer facilities provided in the service area or sub-area are not planned to be extended to such lot. In the case of unplatted areas subject to assessment on account of any such approval, the resolution may provide for a charge per equivalent dwelling unit of less than one hundred percent. The County Commissioners shall make a semiannual assessment levy, at one-half the annual rate, for parcels which first become subject to assessment or for which the equivalent dwelling unit rating is changed, after the beginning of the levy year and before the 180th day of the year. The assessment rate per equivalent dwelling unit shall be made each year, by resolution, such that the total assessment levy for that year is sufficient, but not in excess of the amount necessary except allowing for a reasonable reserve for uncollected assessments, to pay the indebtedness due for that year.
- (c) User charges. The County Commissioners shall levy, by resolution, user charges for all customers in the service area or sub-area actually connected to sanitary facilities. The user charges shall be based upon the best available determination of the volume of water used or wastewater discharged. The user charges shall be set on an annual basis in an amount, when added to any accessibility charges collected, sufficient to pay all operating and maintenance costs of the sanitary service area or sub-area including reasonable reserves for replacements.
- (d) Special service fees. The County Commissioners may establish, by resolution, and charge special service fees required to be paid for special services provided by the county. Such fees shall be based upon the cost to the county to provide any such service.

- (e) Accessibility charges. Where the customer base is insufficient to generate sufficient user charges to reasonably pay annual maintenance and operation expenses, the County Commissioners may levy, by resolution, accessibility charges for all parcels in the service area which are not yet actually connected to sanitary facilities. The Commissioners shall classify parcels based upon the degree to which the sanitary facilities are considered to be readily accessible.
- (f) Late fees and interest. The County Commissioners may also establish, by resolution, late fees and administrative charges required to be paid and interest charges for any assessments, charges or fees which are not paid in the time prescribed.
- (g) Contract charges. Where there is an existing agreement as described in § PW 5-313 hereof with respect to sewer or water services in any service area, then in such event, any charges as agreed to, authorized by, or set forth in such agreement, including any charges agreed to be made to persons similarly situated and not parties to any such agreement and specifically including all charges included in an agreement between Worcester County Sanitary District, County Commissioners of Worcester County, institutional service corporation, Maryland Marine Utilities, Inc., and 589 Corporation, dated July 14, 1987, and all exhibits thereto may be made by the County Commissioners within that service area pursuant to such agreement. Any such charges authorized by an amendment to such agreement may also be made.
- (h) Discontinuance of water services. If any bill for water service remained unpaid (1) after sixty days from the date of mailing for annual and semiannual bills; or (2) after thirty days from the date of mailing for all other bills, the department shall give written notice, left upon the premises or mailed to the last known address of the owner, that the water service will be terminated in ten (10) days and not reinstated until said bill, late fees, interest and a reconnect fee of fifty dollars have been paid.
- (i) Collection of unpaid charges. Unpaid assessments, charges and fees shall be collected in the same manner as real estate taxes, shall constitute liens in the same manner as real estate taxes, and shall be subject to all laws with respect to real estate taxes.
- (j) Public hearing. Before adopting any resolution establishing or changing any assessment rate, user charge rate or availability charge rate, the County Commissioners shall hold a public hearing, which hearing shall be advertised at least once per week for two weeks prior to the public hearing in the area of the service area, on said rates at which hearing the property owners and customers shall have an opportunity to be heard regarding the service area budget or the proposed rates.
- (k) Interim forms of assessments and charges. In addition to the other powers set forth in this section, the County Commissioners may, in lieu of assessments based upon equivalent dwelling units as provided for under Subsection (b) hereof, levy benefit assessments, in the West Ocean City Sanitary Service Area, for the year 1994/95, by resolution, based upon front footage in accordance with existing formulae or systems.
- (l) Continuation of budgets and assessments. In the event the County Commissioners do not adopt a budget or make an assessment for a service area or service areas, the prior year budget and assessment shall continue for the ensuing year in that service area.

- (m) Assessment appeals. Any person alleging an error in the application of the criteria or standards used in determining the number of equivalent dwelling units assessed, or in the calculation of some other method of assessment allowed under the provisions of this section, or the procedures adopted to implement the assessment system, shall be entitled to appeal, in individual cases, such assessments to the County Commissioners within such time periods and in accordance with such procedures as the County Commissioners may from time to time adopt by resolution. There shall be no appeal from the assessment methods or procedures. In the event of a reduction in assessment, the property owner shall be entitled to a refund for the then current year only.

§ PW 5-311. Dissolution.

Where the County Commissioners determine that a sanitary service area or sub-area is no longer necessary based upon the criteria set forth in § PW 5-305(b)(2)A through § PW 5-305(b)(2)E, the sanitary service area or sub-area may be dissolved in accordance with the procedures in this Subtitle for establishment.

§ PW 5-312. Additional provisions.

Nothing contained in this Subtitle shall be construed to limit or diminish any other powers or authority relating to the provision of water or wastewater service granted to the county under the Environment Article of the Annotated Code of Maryland or any other provisions of public general law. Where such other powers are in conflict with provisions of this Subtitle then the provisions of this Subtitle shall govern without any such limitation.

§ PW 5-313. Effect on existing agreements.

Nothing in this Subtitle shall abrogate or amend any such terms of any legally enforceable agreement entered into between any developer or sanitary service area and the Worcester County Sanitary District or the County Commissioners enforceable and in effect on the effective date hereof (including, but not limited to, the agreement made on the 25th day of November, 1997, by and between MH Utilities Corporation, Mystic Harbour Water and Wastewater Services, Inc. and the Worcester County Commissioners) to the extent that the provisions of this Subtitle are in conflict with matters specifically and directly addressed in said terms, otherwise the provisions of this Subtitle shall apply. Specifically, however, where such agreements provide for transfer of facilities, expansion of service areas, or service outside service areas, then the provisions of the agreement shall govern.

§ PW 5-314. Decision of Commissioners to be final.

Any person who has been denied a permit, license or approval by any county department or official acting pursuant to this Subtitle may, in writing within 30 days of such action, apply to the County Commissioners for a review of such action. The Commissioners shall provide the applicant with a right to be heard thereon upon at least 15 days notice. The decision of the Commissioners shall be final and not subject to any appeal to any board or court.

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



12

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

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

OFFICE OF THE
COUNTY COMMISSIONERS

Worcester County

GOVERNMENT CENTER
ONE WEST MARKET STREET • ROOM 1103

SNOW HILL, MARYLAND

21863-1195

January 17, 2019

TO: Worcester County Commissioners
FROM: Kelly Shannahan, Assistant Chief Administrative Officer *K.S.*
On Behalf Of Worcester County Sewer Committee
SUBJECT: Request for Allocation of EDUs for Assateague Island Farm, LLC Property

Please be advised that on September 12, 2018 we received the attached request from Paul Carlotta of Assateague Island Farm, LLC (the Applicant) for the allocation of six (6) equivalent dwelling units (EDUs) of sanitary sewer service from the Mystic Harbour Sanitary Service Area (SSA) to serve an existing roadside stand and a proposed restaurant associated with a proposed farm brewery on the subject property located on the east side of Stephen Decatur Highway (MD Route 611) south of the Ocean City Airport. The subject property is identified on Tax Map 33 as Parcel 29. The request was reviewed by the Worcester County Sewer Committee at our meeting on October 4, 2018 which yielded significant concerns and several unanswered questions. Upon receiving answers to our questions, the application was subsequently reviewed again at our meeting on January 10, 2019. On behalf of the committee, I offer the following staff report for your consideration with regard to this request: -P.4

Background on the Subject Property: The subject property is approximately 17 acres in area, is located on the east side of Stephen Decatur Highway, approximately 1.3 miles south of the Ocean City Airport. The property is currently zoned A-2 Agricultural District and is designated S-3 in the County Water and Sewerage Plan which indicates an area to be served by sewer service within 6-10 years, but does not guarantee any service or obligate the provision of services in that time frame. The property lies within "Area 2 - Airport and South of Airport, East of Route 611" in the Mystic Harbour SSA. -P.21

The applicant has an existing farm with a roadside stand/market and they have met with the Worcester County Technical Review Committee (TRC) to present a site plan for a proposed 6,450 square foot (sf) farm brewery operation with a restaurant on their property. Staff has determined that six (6) EDUs would be required for the existing fruit stand and organic store and seating for the proposed restaurant associated with the proposed farm brewery, which has been reviewed and approved by the Worcester County Board of Zoning Appeals (BZA) which imposed certain size restrictions. If the EDU allocation request is approved, the existing septic system would be abandoned and properly filled which would further the County's goal of removing private septic systems where more environmentally-sensitive public sewer facilities are available. However, the owners have indicated they would like to keep the recently-installed well for agricultural use in the brewing process and for agricultural irrigation that would utilize both groundwater and wastewater from the brewery. The use of a public water supply for brewing beer and agricultural irrigation are currently not provided to any customer within the Mystic Sanitary Service Area. They would be required to connect to the public water for potable water supply for domestic service only to the roadside stand and restaurant. To -P.36

prevent introduction of high-strength processing wastewater to the Mystic Harbour sewer system from the brewery operation, only domestic-strength wastewater should be permitted to be discharged from this property. Brewery waste has been reported to be 30 to 50-times the strength of domestic waste with respect to Biochemical Oxygen Demand (BOD) and could jeopardize operations if introduced to the Mystic Harbour WWTP.

Regarding the proposed use of agricultural wastes on the farm by this owner, the Maryland Department of the Environment (MDE) and the Maryland Department of Agriculture (MDA) have worked cooperatively to formulate a policy that addresses processing waste generated on farms if used in a proper and agriculturally-beneficial manner. The State chemist at MDA issues approval for material like this brewery waste to be land applied as a soil amendment under an approved nutrient management plan. MDE issues an exemption from the requirement for a groundwater discharge permit for the land application of food processing wastewater after review of analysis of the process waste and decision by the State chemist that the materials meet the requirements of a soil conditioner.

Current Available Capacity - South: There are currently 52 EDUs allocated in Area 2 (south of the airport), in which the Assateague Island Farm, LLC property is located, which have not yet been purchased. Remaining EDUs in all categories in Area 2 are as follows: Commercial Infill South of Airport (20 of 20 EDUs), Vacant or Multi-Lot properties (2 of 4 EDUs), Assateague Greens Executive Golf Course/Range (6 of 6 EDUs), Ocean City Airport, Clubhouse and Humane Society (0 of 32 EDUs), Church (5 of 5 EDUs), Single Family Dwellings (19 of 20 EDUs), Castaways Campground (0 of 88 EDUs), Frontier Town Campground (0 of 200 EDUs). Of the remaining capacity in Area 2, only the 20 EDUs for Commercial Infill South of the Airport was allocated for new development. The other remaining 32 EDUs are intended to serve properties which will enable the replacement of septic systems for existing homes and other existing developments. Capacity was not envisioned for the existing roadside stand.

Background on Original Allocation of New Sewer Capacity in Mystic Harbour: The expansion of the Mystic Harbour wastewater treatment plant (WWTP) and funding from USDA in 2008 was predicated upon the need for infill and intensification of properties along the Route 50 commercial corridor and vicinity, service to vacant or multi-lot properties, single family dwellings converting from septic systems to public sewer, and commercial properties. The Worcester County Planning Commission recommended a rating system to rank priority allocations of the additional EDUs with highest priority to (1) infill lots, (2) expansion of existing facilities, (3) replacement of septic tanks, and (4) new developments.

Conditions of Approval: We recommend that any approval of this request be contingent upon the following conditions:

1. Owner shall complete and record a subdivision plat to separate the proposed brewery and its wastewater holding tank, well and wastewater disposal areas from the roadside stand, proposed restaurant and all other uses to be served by these EDUs. Said subdivision plat shall be approved and recorded within 6 months of EDU allocation approval and before any other approvals are granted for the project or the EDU allocation approval shall be null and void.
2. Owner shall be required to receive approval of an exemption from the MDE for the land application of food processing wastewater. To secure this exemption they need to submit a sample of the processing wastewater to the State chemist at MDA for analysis and approval to use the material as a soil amendment. This could not be done until brewing actually starts, so storage, pump-out, and disposal of generated waste will need to be done until they secure approval for the exemption from MDE to irrigate utilizing this material.
3. Adequate storage shall be provided in a holding tank that would meet regulatory storage requirements and permitted by Worcester County Environmental Programs. The owner shall also secure agreements to have a licensed wastewater hauler take any unused wastewater to a permitted disposal facility in the winter when land application of nutrients is not permitted.
4. Composting, if considered, shall meet State and local regulatory and code requirements.

P.35

5. A properly-sized grease trap for restaurant waste shall be installed.
6. Separate plumbing shall be required for the domestic public water and sewer service to the restaurant and roadside stand which is separate from the brewery and irrigation supply plumbing served by well and holding tank. This shall include a drawing for the plumbing plans that will be field verified and inspected by County.
7. An approved nutrient management plan for the farm shall be finalized and implemented once approval from the State chemist for the brewery waste to be utilized on the farm is secured. Continued compliance with MDA's nutrient management regulations for a soil conditioner shall be required.
8. A sampling station or equivalent access to raw effluent from the restaurant sewer lateral to the force main on Rt 611 shall be provided to the County to access for confirmation of the strength and composition of wastewater delivered to the Mystic Harbour collection system.
9. An engineering report shall be prepared for County review to confirm that the above arrangements can be completed and that the recently installed Rt 611 force main can accept the requested volume of wastewater from this proposed connection.
10. Application and approval of an amendment to the Water and Sewer Plan (the Plan) by both the County and the State reclassifying the subject property from S-3 to S-1 which indicates an area of existing or planned sewer service to be built within 2-years.
11. Conditions 2 through 10 above shall be met on or before December 31, 2019 or the EDU allocation approval shall be null and void.

Options for Commissioners' Action on the Request:

- Option 1 - Approve the request for allocation of 6 EDUs of sewer service from Area 2 (South) of the Mystic Harbour SSA to serve the Assateague Island Farm, LLC property, with EDU's allocated from the "Commercial Infill South of the Airport" category, and subject to the above Conditions of Approval.
- Option 2 - Approve all or a portion of the request for 6 EDU's of sewer service from Area 2 (South) of the Mystic Harbour SSA to serve the Assateague Island Farm, LLC property, with EDU's allocated from the "Commercial Infill South of the Airport" category or another category, and subject to the above Conditions of Approval.
- Option 3 - Deny the request for 6 EDUs of sewer service from the Mystic Harbour SSA to serve the Assateague Island Farm, LLC property since the property is currently designated S-3 in the Plan and service was never envisioned for this agriculturally zoned property when the Mystic Harbour WWTP was expanded. Additionally, uncertainty exists that the County will be able to ensure that no brewery wastewater enters the Mystic Harbour sanitary sewer collection system which could jeopardize the operation of the WWTP and negatively affect service to all Mystic Harbour customers. There also exists uncertainty that the owner will be able to follow through on the installation and maintenance of necessary controls needed to ensure the protection of public health and the environment with the equipment and procedural arrangements they are proposing for this facility .

Worcester County - Department of Public Works - Water and Wastewater Division
Mystic Harbour Sewer Service Application

Name: ASSATEAGUE ISLAND FARM LLC Date: 9-12-18

Mailing address: 8746 STEPHEN DECATUR HWY BERLIN

Address of service location: 8816 STEPHEN DECATUR HWY BERLIN

Property identification (acct # & map/parcel): MAP 33 PARCEL 29 #10-08498

Type of project (circle one below):

Single Family **Minor Site Plan** Major Site Plan Residential Planned Community

Type of service requested (circle one): Residential **Commercial**

If commercial, list type of business, square footage and number of seats in restaurant (if applicable):
ROADSIDE STAND/1500 SQ FT/18 SEATS FARM BREWERY/2500 SQ FT/44 SEATS

EDU's/gallons assigned to property: NA EDU's to be purchased: 6

If developer new construction, will you be providing the meter (circle one): Yes **No** N/A

Name & license number of licensed plumber providing connection from meter to building:
WELSH PLUMBING #M-3302

Name & phone number of person to contact with regards to this application/account:
PAUL CARLOTTA

Signature: Paul Carlotta Date: 9-12-18

Attachments required to be submitted with application:

Single Family- Copy of permit application.

Minor Site Plans- Copy of TRC report or documentation of administrative waiver.

Major Site Plans- Copy of TRC report.

Residential Planned Community- Copy of Planning Commission's findings/recommendation for Step 1.

NOTICE: Please review attached Resolution No. 17-19 which details the EDU allocation process and the time frame in which the EDUs must be utilized or returned to the County for future allocation and utilization. If mains are to be installed by applicant a separate "Small Sewer and Water Project Agreement" will be required.

OFFICE USE ONLY:

Date received: 9/12/18 By: Jessica R Wilson

Environmental Programs approval: _____ Date: _____

Treasurer's Office approval: _____ Date: _____

Public Work's approval: _____ Date: _____

FEES PAID:

Deposit \$1,000 per EDU X 6 (EDU's) = \$ 6,000

Remaining Balance \$6,700 per EDU X _____ (EDU's) = \$ _____

Date received: 9/12/18 By: Jessica R Wilson

RETURN TO:

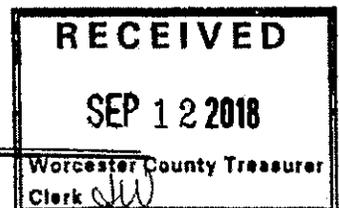
Worcester County Treasurer's Office

Attn: Jessica Wilson

P.O. Box 349

Snow Hill, MD 21863

FULL POLICY ATTACHED AND INCORPORATED.



TECHNICAL REVIEW COMMITTEE

STAFF PERSON: Jennifer K. Keener DATE OF MEETING: September 12, 2018

PROJECT: Berlin Organics/ Assateague Brewing Co. - Proposed construction of a 6,450 square foot building for a farm brewery operation, Tax Map 33, Parcel 29, Tax District 10, A-2 Agricultural District, located on the easterly side of MD Route 611 (Stephen Decatur Highway), north of Landings Boulevard

APPLICANT(S) IN ATTENDANCE: _____

TRC MEMBERS IN ATTENDANCE:

- _____ Keener, Zoning Administrator
- _____ Zirkle, DRP Specialist II
- _____ Miller, Building Plans Reviewer III
- _____ Mitchell, Environmental Programs
- _____ Klump, Environmental Programs
- _____ Bradford, Environmental Programs
- _____ Birch, Environmental Programs
- _____ Gerthoffer, Environmental Programs
- _____ Mathers, Environmental Programs
- _____ Owens, Fire Marshal
- _____ Adkins, County Roads
- _____ Berdan, County Roads
- _____ Wilson, State Highway Admin.
- _____ Ross, W & WW, DPW
- _____ Clayville, Planning Commission Rep.

X Under the terms of ZS 325(f)(1), this application is considered to be a minor site plan since the square footage of all structural improvements does not exceed 10,000 square feet in area. All minor site plans are reviewed and approved by the Technical Review Committee. The Technical Review Committee shall have the authority to forward an application to the Planning Commission when it is determined the site plan shall have a broad impact on the County or where otherwise deemed appropriate.



DEPARTMENT OF
DEVELOPMENT REVIEW AND PERMITTING

Worcester County

GOVERNMENT CENTER
ONE WEST MARKET STREET, ROOM 1201
SNOW HILL, MARYLAND 21863
TEL: 410-632-1200 / FAX: 410-632-3008

www.co.worcester.md.us/drp/drpindex.htm

ZONING DIVISION
BUILDING DIVISION
DATA RESEARCH DIVISION

ADMINISTRATIVE DIVISION
CUSTOMER SERVICE DIVISION
TECHNICAL SERVICE DIVISION

WORCESTER COUNTY TECHNICAL REVIEW COMMITTEE September 12, 2018

Jennifer K. Keener, Zoning Administrator (ext. 1123)
Department of Development, Review and Permitting
Worcester County Government Office Building
One West Market Street, Room 1201
Snow Hill, MD 21863
(410) 632-1200

Project: Berlin Organics/ Assateague Brewing Co. - Proposed construction of a 6,450 square foot building for a farm brewery operation, Tax Map 33, Parcel 29, Tax District 10, A-2 Agricultural District, located on the easterly side of MD Route 611 (Stephen Decatur Highway), north of Landings Boulevard

GENERAL COMMENTS:

- A. In order to obtain a Building Permit, the applicant must submit the following to the Department:
 - 1. Submit a complete Building Permit application, along with the initial fee of \$300.00 made payable to "Worcester County",
 - 2. Submit four (4) sets of complete construction plans (footing, foundation, framing, floor plan and building elevations (front, rear and sides). The construction plans must be sealed by an architect. The plans must be prepared in accordance with the applicable International Building Code, Energy Code, and ADA Code;
 - 3. Submit three (3) sets of the site plan as approved by the Technical Review Committee or the Planning Commission.
- B. Once the permit is issued, the applicant must coordinate all necessary inspections with the respective Building/Housing/Zoning Inspector. The Department requires 24 hour notice for all inspections. The inspector, once on site, may require special or additional inspections than normal.
- C. In order to obtain a Certificate of Use and Occupancy, all of the necessary inspections must be completed and approved by the various inspections agencies (building, zoning, plumbing, electrical, water, sewage, health, roads, etc.). Two sets of As-Builts (illustrating all lighting, landscaping, parking, signs and etc.) must be submitted at least one week prior to the anticipated occupancy of the building, structure or use of land activity. The Department has 48 hours from the last inspection in which to process a Certificate of Use and Occupancy. Please note that it is unlawful to occupy (employees or patrons) a structure without benefit of a Certificate of Use and Occupancy.

Any questions relative to the permit or bonding process should be directed to Jennifer K. Keener at (410) 632-1200, extension 1123.

SPECIFIC COMMENTS:

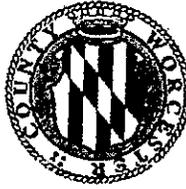
This project is subject to, but not limited to, the following sections of the Zoning and Subdivision Control Article:

ZS 1-202	A-2 Agricultural District
ZS 1-305	Lot requirements generally
ZS 1-306	Access to structures
ZS 1-319	Access and traffic circulation requirements
ZS 1-320	Off-street parking areas
ZS 1-322	Landscaping and buffering requirements
ZS 1-323	Exterior lighting
ZS 1-324	Signs
ZS 1-325	Site plan review
ZS 1-326	Classification of highways

1. There is a balance due of \$100 associated with the Fire Marshal's review fee. Please submit payment in the form of a check made payable to "Worcester County" to the zoning staff for processing;
2. In the parking chart, please revise the public floor area to be 2,492 square feet in area, based on the revised construction drawings (tasting room, kitchen, bathrooms, and outdoor covered patio). This does not change the minimum parking required;
3. If parking spaces no. 21 to 25 are 90 degree access (i.e. perpendicular, not angled), then the parking bumpers need to be adjusted slightly so that they are parallel with the head of the parking space;
4. All parking must be in rows of 10 spaces or less per §ZS 1-322(f)(1). The row of 13 will need to be broken up with a minimum of 8' by 20' island with landscaping;
5. The landscaping that is labeled as "proposed" along Stephen Decatur Highway should have been installed with the original roadside stand development. Is this just mis-labeled? If any new landscaping is to be provided, please provide a landscape chart as required in §ZS 1-322;
6. Please provide one litter receptacle near the entrance to the brewery building or within the parking area as required by §ZS 1-320(f)(6);
7. One loading space is required meeting the requirements of §ZS 1-321. Based on the area of the proposed gravel to the rear of the brewery building, the loading space requirement is met (it just needs to be identified on the site plan as a 10' by 65' space).
8. In addition, to make the loading area functional, parking spaces no. 15-17 would have to be relocated to meet the 24' wide travelway requirement, and the bike rack may have to be relocated as well;
9. Is any lighting (freestanding or on-building) proposed? If so, it shall be reviewed and approved under the provisions of §ZS 1-323;
10. Any on-building signage will be reviewed and approved at permitting stage in accordance with the provisions of §ZS 1-324;
11. According to the Zoning Inspector, the existing freestanding signage exceeds the size and height allowed. The signs were approved at 75 square feet of copy area each, a maximum height of 7' from the top of the berm, with no more than 12" from the bottom of the sign to the top of the berm. There shall be landscaping equal to 20% of the copy area of the signage at the

base of the sign. This is the maximum amount of freestanding signage that can be allocated to the property for all uses;

12. Please provide written confirmation from the State Highway Administration that the entrance design meets with their approval prior to the Department granting signature approval;
13. Please provide written confirmation from the Department of Environmental Programs relative to well and septic/ sewer, as well as Forestry, Critical Area and Stormwater Management prior to the Department granting signature approval;



RECEIVED
9-7-18
JKK

Worcester County

Department of Environmental Programs
Environmental Programs Division

Memorandum

To: Technical Review Committee (TRC) for May 9, 2018 Meeting
From: Environmental Programs Staff
Subject: Berlin Organics, TM 33 P 29
Minor Site Plan Review
Date: August 30, 2018

Environmental Programs comments are based on the plans submitted. These comments are subject to change every time a change is made to the plans that affect water and/or sewage for this site.

- This property does not have adequate onsite sewage disposal for the restaurant (44 seats) or the fruit stand (18 seats) in its current configuration. The only sewage disposal is a system installed in 1960 consisting of one 75 foot drain line. The property has been tested for more sewage area, but has failed to meet the criteria for on-site sewage disposal.
- In order to have a commercial kitchen on the property and to serve food, permanent bathrooms will be required. That is not possible with the current on-site sewage disposal capacity. The property would need to be allocated sewer EDUs from Mystic Harbour WWTP in order to proceed with this construction. We previously reviewed the first proposed construction sketch and sample menu of food items under sketch plan review. Looking at the new information provided, it appears that a minimum of four (4) EDUs would be needed for the restaurant, the roadside stand with 18 seats would need another two (2) EDUs. If the owner wishes to proceed with the construction of a home site on the rear of this property, another EDU will need to be allocated for the residence. The brewery/restaurant will need a commercial plumbing plan review and a properly-sized grease trap will be needed for the kitchen. The brewery waste and water usage will also need to be quantified for potential impacts to the EDU total required for the proposal. The issue of pretreatment of brewery waste will also need to be discussed with the

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Department of Public Works to prevent introduction of high-solids and high-strength wastes into the collection system.

- This property is not allocated sanitary capacity from the Mystic Harbour Sanitary Area and there is currently no available sanitary capacity in the southern part of the service area (Area 2). The property would need to be allocated sewer EDUs from Mystic Harbor Sewage Treatment in order to obtain site plan signature approval. A minor site plan must have gone thru the TRC review process and have an EDU allocation from the County Commissioners prior to the project applying for final site plan signature approval from the Zoning Administrator. An application for an EDU allocation will need to be filed with the Enterprise Fund Controller in the Treasurer's office.
- There is a new deep 4-inch well serving the property. If the property does receive a sewer allocation from the sanitary district, they will be required to connect to public water as they are adjacent to a water main.

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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

TECHNICAL REVIEW COMMITTEE
FOREST CONSERVATION REVIEW

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

STAFF PERSON: Jenelle Gerthoffer 

DATE OF MEETING: September 12, 2018

PROJECT: Berlin Organics

LOCATION: Tax Map 33; Parcels: 29

OWNER/DEVELOPER: Assateague Island Farm, LLC

SURVEYOR/LANDSCAPE ARCHITECT: Russell T. Hammond Surveying, LLC

.....
This project is subject to the Worcester County Forest Conservation Law. A Forest Conservation Application, fee, and concept plan have been submitted. A Forest Conservation Plan and/or off-site mitigation bank utilization agreement must be approved prior to this project being reviewed by the Planning Commission.

With a net tract area of .46 acres, which is not forested, and an afforestation threshold of 20 percent and conservation threshold of 50 percent, there is a total afforestation requirement of .09 acres. If off site retention or mitigation bank is used to comply with the Forest Conservation Law, the required afforestation will be increase to a 2:1 ratio, or .18 acres. Any off-site areas must be within the same watershed as the project property.

This project is subject to the Worcester County Stormwater Ordinance. The project has obtained Stormwater concept plan approval. Site Design Plan approval must be received prior to this case going to the Planning Commission.



DEPARTMENT OF
ENVIRONMENTAL PROGRAMS

Worcester County

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LAND PRESERVATION PROGRAM
STORMWATER MANAGEMENT
SEDIMENT AND EROSION CONTROL
SHORELINE CONSTRUCTION
AGRICULTURAL PRESERVATION
ADVISORY BOARD

WELL & SEPTIC
WATER & SEWER PLANNING
PLUMBING & GAS
CRITICAL AREAS/FORESTRY
COMMUNITY HYGIENE

MEMORANDUM

DATE: August 21, 2018
TO: Worcester County Technical Review Committee
FROM: Joy S. Birch, Natural Resources Specialist III *JS*
RE: September 12, 2018 Technical Review Committee Meeting

- Berlin Organics – Proposed construction of a 6,450 square foot building for a farm brewery operation, Tax Map 33, Parcel 29, Tax District 10, A-2 Agricultural District, located on the easterly side of MD Route 611 (Stephen Decatur Highway), north of Landings Boulevard, Assateague Island Farm, LLC, property owner / Russell T. Hammond Surveying, LLC, surveyor / Stephen J. Kansak, Inc. / Mark Cropper, Esquire, Legal counsel. This is located outside of the Atlantic Coastal and Chesapeake Bay Critical Area Program. **No Comment.**



WORCESTER COUNTY TECHNICAL REVIEW COMMITTEE

Department of Development Review & Permitting
Worcester County Government Center
1 W. Market St., Room 1201
Snow Hill, Maryland 21863
410-632-1200, Ext. 1151
pmiller@co.worcester.md.us

Project: Assateague Brewery
Date: 9/12/2018
Tax Map: 33 Parcel: 29 Section: _____ Lot: _____

STANDARD COMMENTS

1. Items listed in this review are not required for Technical Review Committee approval.
2. Provide complete code review. List type of construction, use groups, height and area, occupant loads, live, dead and other structural loads.
3. Soils report required at time of building permit application.
4. Compaction reports due at all footings and slab inspections as well as any site work and structural fill.
5. Complete sealed architectural, structural, mechanical, plumbing and electrical plans are required.
6. Provide information for wind, snow, floor, roof and seismic loads.
7. Special inspections (Third party) required per IBC Chapter 17 for steel, concrete, masonry, wood, prepared fill, foundations and structural observations.
8. Provide plan for owner's special inspection program, list inspections and inspection agencies.
9. A Maryland Registered Architect must seal plans. This architect or architectural firm will be considered the architect of record.
10. A pre-construction meeting will be required before any work starts.
11. Provide complete accessibility code requirements and details.
12. List on construction documents all deferred submittals.
13. Truss and other shop drawings will be required prior to installation. Design professional in responsible charge shall review and approve all shop drawings.
14. Please provide your design professional with a copy of these comments.

SITE SPECIFIC COMMENTS

1. Current Codes: 2015 International Building Code
2015 International Energy Conservation Code
2015 International Mechanical Code
2017 NEC
Maryland Accessibility Code
2010 ADA Standards for Accessible Designs
(Maryland Codes Administration plans to complete required code adoption of the 2018 edition of the International Codes by the end of 2018).
2. Wind Design: 128 MPH (assumed); Risk category II; Exposure "C"
3. Complete sealed architectural, structural, mechanical, plumbing and electrical plans are required.
4. ADA: Provide all details and specifications per 2010 ADA design standards.
5. Provide an accessible route from parking to building entrance.
6. Provide accessible seating at the bar per ADA design standards 226.1.
7. Automatic sprinkler system required for use group A-2: over 5000 ft² or an occupant load of 100. Occupant load is cumulative for mixed use groups (approximate occupant load of 127 per table 1004.1.2).
8. Provide all information per section C103.2 and R103.2: "Information on construction documents of 2015 IECC".
9. Site constructed walk-in coolers / freezers to comply with D.O.E. regulations (Energy conservation standards for walk-in coolers and freezers).
10. Provide an Energy Compliance Report and lighting plan (wattage report).

There is not enough information provided at this time to provide additional comments.



GOVERNMENT CENTER
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SNOW HILL, MARYLAND 21863-1104
TEL: 410-632-5666
FAX: 410-632-5664

TECHNICAL REVIEW COMMITTEE COMMENTS

PROJECT: Berlin Organics
LOCATION: Tax Map 33 ; Parcel 29
CONTACT: Assateague Island Farm, LLC
MEETING DATE: September 12, 2018

TRC #: 2018429

COMMENTS BY: Matthew Owens
Chief Deputy Fire Marshal

As you requested, this office has reviewed plans for the above project. Construction shall be in accordance with applicable Worcester County and State of Maryland fire codes. This review is based upon information contained in the submitted TRC plans only, and does not cover unsatisfactory conditions resulting from errors, omissions or failure to clearly indicate conditions. A full plan review by this office is required prior to the issuance of a building permit. The following comments are noted from a fire protection and life safety standpoint.

Scope of Project

The proposed construction of a 6450 square foot building for a farm brewery operation.

General Comments

1. Fire Lanes shall be provided at the start of a project and shall be maintained throughout construction. Fire lanes shall be not less than 20 ft. in unobstructed width, able to withstand live loads of fire apparatus, and have a minimum of 13 ft. 6 in. of vertical clearance. Fire lane access roadways must be established prior to construction start of any structure in the project. Failure to maintain roadways throughout the project will be grounds to issue stop work orders until the roadway access is corrected.
2. Coordinate 9-1-1 addressing with Worcester County Department of Emergency Services (410) 632-1311.

Specific Comments

1. Complete set of building plans shall be submitted and approved prior to start of construction.
2. Hood system plans and plans for the fire protection of the kitchen hood system shall be submitted to our office for review and comment (if a commercial hood system is planned for the building).
3. Any building containing an assembly occupancy where the aggregate occupant load of the assembly occupancy exceeds 300 or the following assembly occupancies; dance halls, discotheques, nightclubs (*low level lighting, live entertainment, alcohol, etc.*) or assembly occupancies with festival seating shall be protected by an approved, supervised automatic sprinkler system in accordance with NFPA 13, *The Standard for the Installation of Sprinkler Systems*.
4. No further comments at this time.

**WORCESTER COUNTY
DEPARTMENT OF PUBLIC WORKS
WATER & WASTEWATER DIVISION
INTEROFFICE MEMORANDUM**

TO: Jennifer K. Keener, Zoning Administrator
Development Review and Permitting

FROM: John S. Ross, P.E., Deputy Director

DATE: September 7, 2018

SUBJECT: TRC Meeting – September 12, 2018

I. Site Plan Review

-  A. Berlin Organics - Proposed construction of a 6,450 square foot building for a farm brewery operation, Tax Map 33, Parcel 29, Tax District 10, A-2 Agricultural District, located on the easterly side of MD Route 611 (Stephen Decatur Highway), north of Landings Boulevard, Assateague Island Farm, LLC, property owner/ Russell T. Hammond Surveying, LLC, surveyor/ Stephen J. Kansak, Inc./ Mark Cropper, Esquire, legal counsel;
1. There is no indication that this project proposes to use public water and wastewater facilities.
 2. If public water and wastewater is proposed, the applicant will need to prepare a separate report on those needs and their impact on County facilities.
- B. Ocean Landings II Outlots – Proposed construction of two buildings consisting of a 4,999 square foot restaurant and 4,999 square feet of retail, Tax Map 26, Parcel 463, Lots A and B, Tax District 3, C-3 Highway Commercial District, located on the north side of Samuel Bowen Boulevard, south of US Route 50 (Ocean Gateway), Allen & Connie, LLC c/o BLS Realty, owner/ Paramount Realty Services, inc., applicant/ Langan Engineering & Environmental Services, Inc., c/o Scott Quigley, P.E.;
1. Ensure adequate Water and Sewer EDUs are assigned to this project
 2. The drawings show sewer and water connections to the system owned by Ocean Landings II. This property is proposed to be served by the recently expanded Riddle Farm Sanitary Service Area and the connection detail should be changed accordingly.
 3. Contact the Worcester County Treasurer's Office (410-632-0686 X-1217) with the number of EDUs required for the purchase.
- C. Seaside Village Residential Planned Community, Revised Step II, Phase 2A, Proposed creation of 16 fee simple lots around 16 proposed townhouse units, Tax Map 27, Parcel 707, Lot 96, Tax District 10, R-3 Multifamily Residential District, Northerly side of US Route 50 (Ocean Gateway), East of Golf Course Road, Seaside Acquisition, LLC, owner/ GNU Homes, developer/ George, Miles & Buhr, LLC, engineer;
1. The drawings are not clear as to what changes are needed to the existing service lines serving these proposed townhouses. A separate detail will be needed to show the existing service lines and the proposed changes.

MDOT
MARYLAND DEPARTMENT
OF TRANSPORTATION
STATE HIGHWAY
ADMINISTRATION

Larry Hogan
Governor
Boyd K. Rutherford
Lt. Governor
Pete K. Rahn
Secretary
Gregory Slater
Administrator

August 28, 2018

Ms. Jennifer Keener, Zoning Administrator
Department of Developing, Review and Planning
Worcester County Government Center
One West Market Street, Room 1201
Snow Hill MD 21863

Dear Ms. Keener:

Thank you for the opportunity to review the submittal for the proposed Berlin Organics, located on the easterly side of MD 611, north of Landings Boulevard, in Worcester County. The Maryland Department of Transportation State Highway Administration (MDOT SHA) has reviewed the plans and we are pleased to respond.

This site plan proposes the construction of a 6,450 square foot building for a farm brewery operation. As the plan proposes the new construction of a commercial development with a commercial access onto MD 611, a Commercial Access Permit will be required from this office.

Subject to our aforementioned comments, the applicant must submit four sets of plans, two sets of the Stormwater Management Report, and a CD containing the plans and supporting documentation in PDF format directly to Mr. James W. Meredith at 660 West Road, Salisbury, MD 21801, attention of Mr. Daniel Wilson. You can choose to make an electronic project submittal by logging into <https://mdotsha.force.com/accesspermit/login?ec=302&inst=1B&startURL=%2Faccesspermit>.

If you have any questions or require additional information please contact Mr. Daniel Wilson, Access Management Consultant, at 410-677-4048, by using our toll free number (in Maryland only) at 1-800-825-4742 (x4048), or via email at dwilson12@sha.state.md.us. He will be happy to assist you.

Sincerely,



James W. Meredith
District Engineer

cc: Mr. Hicham Baassiri, Assistant District Engineer-Project Development, MDOT SHA
Mr. Mike Marvel, Resident Maintenance Engineer, MDOT SHA
Mr. Daniel Wilson, Access Management Consultant, MDOT SHA



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

MEMORANDUM

JOHN H. TUSTIN, P.E.
 DIRECTOR

JOHN S. ROSS, P.R.
 DEPUTY DIRECTOR

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

TO: Jennifer Kenner, Zoning Administrator
FROM: Frank J. Adkins, Roads Superintendent (FA)
DATE: September 5, 2018
SUBJECT: TRC Meeting – September 12, 2018

DIVISIONS

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

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

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

FLEET
 MANAGEMENT
 TEL: 410-632-5075
 FAX: 410-632-1753

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

Section 1-325 Site Plan Review

A. Berlin Organics

1. Borders State Highway. No comments at this time.

B. Ocean Landings II Outlots

1. Please provide a commercial entrance drawing with curb, blacktop, and stabilization details along with the width of the entrance to match existing Samuel Bowen Blvd. construction details.
2. Must meet at least 95% compaction.
3. Will require a commercial entrance permit and posting of a \$5,000.00 bond prior to any construction activity.
4. Recommend that the entrance be moved east for approximately 238'.

C. Seaside Village RPC, Revised Step II, Phase 2A

1. Existing roadway (Briny Lane) has been paved with a base course but needs pot holes repaired due to heavy traffic.
2. There are several curbing sections that need repairs due to damage.
3. Final layer of blacktop needs to be installed.

Real Property Data Search

Search Result for WORCESTER COUNTY

View Map		View GroundRent Redemption		View GroundRent Registration						
Tax Exempt:		Special Tax Recapture:								
Exempt Class:		NONE								
Account Identifier:		District - 10 Account Number - 018498								
Owner Information										
Owner Name:	ASSATEAGUE ISLAND FARM LLC		Use:	RESIDENTIAL NO						
Mailing Address:	8816 STEPHEN DECATUR HAY BERLIN MD 21811-		Principal Residence:							
			Deed Reference:	/07068/ 00484						
Location & Structure Information										
Premises Address:	8816 STEPHEN DECATUR HWY BERLIN 21811-0000		Legal Description:	17.38 ACS E S STEPHEN DECATUR RD R CHANDLER SURVEY PLAT						
Map:	Grid:	Parcel:	Sub District:	Subdivision:	Section:	Block:	Lot:	Assessment Year:	Plat No:	170065
0033	0011	0029		7528		10		2017	Plat Ref:	
Special Tax Areas:			Town:			NONE				
			Ad Valorem:							
			Tax Class:							
Primary Structure Built	Above Grade Living Area		Finished Basement Area		Property Land Area		County Use			
					17.3800 AC					
Stories	Basement	Type	Exterior	Full/Half Bath	Garage	Last Major Renovation				
Value Information										
		Base Value		Value		Phase-in Assessments				
				As of		As of		As of		
				01/01/2017		07/01/2018		07/01/2019		
Land:	86,900		117,700							
Improvements	52,800		52,800							
Total:	139,700		170,500		160,233				170,500	
Preferential Land:	0								0	
Transfer Information										
Seller: GARUFI REVOCABLE TRUST			Date: 08/31/2017			Price: \$400,000				
Type: ARMS LENGTH IMPROVED			Deed1: /07068/ 00484			Deed2:				
Seller: GARUFI RUSSELL & LINDA L GARUFI			Date: 11/16/2007			Price: \$0				
Type: NON-ARMS LENGTH OTHER			Deed1: SVH /05023/ 00345			Deed2:				
Seller: GARUFI RUSSELL			Date: 09/28/2006			Price: \$0				
Type: NON-ARMS LENGTH OTHER			Deed1: SVH /04786/ 00514			Deed2:				
Exemption Information										
Partial Exempt Assessments:	Class		07/01/2018		07/01/2019					
County:	000		0.00							
State:	000		0.00							
Municipal:	000		0.00 0.00		0.00 0.00					
Tax Exempt:		Special Tax Recapture:								
Exempt Class:		NONE								
Homestead Application Information										



Worcester County
Department of Environmental Programs

October 19, 2018

Assateague Island Farm, LLC
8816 Stephen Decatur Highway
Berlin, MD 21811

Attn: Mr. Paul Carlotta

Re: Berlin Organics – Allocation Application
Mystic Harbor Sanitary Area

Dear Mr. Carlotta:

The Worcester County Water and Sewer Committee has completed our initial review of your application for allocation of sewer EDU's from the Mystic Harbour Sanitary Area. In conducting this review, staff came up with additional questions resulting from our examination of the submitted materials. These items would assist in the complete review of your application. I have also spoken to John Ross of the Department of Public Works. You have responded with information on some of these items. However, questions still remain. They include:

1. Verification that the discharge permit exemption process for the beneficial reuse of the process wastewater and organic waste material via land application has been started and will be acceptable to MDE. Has this been submitted to the state?
2. For #1, will the farm have a Comprehensive Nutrient Management Plan?
3. How the farm will comply with the composting requirements, if conducted, under COMAR 26.04.11.04?
4. How will the facility hold the waste through the winter months when they cannot land apply nutrients (liquids or solids) on the farm? How will MDE/MDA treat this transfer of nutrients/materials to a hog farm? Will this be allowed?
5. The local approving authority (Environmental Programs) will be the agency that will issue the septic construction permit for the holding tank, if the exemption is permitted from the state, if the sewer allocation is approved for the commercial portion of the property, and if sized correctly for the amount of materials generated. How did you come up with the sizing for this tank? How did you come up with the removal schedule for the tank solids of one (1) month?

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6. How will the owner segregate the materials from the brewery operation from the sewage collection system for the rest of the proposed building?
7. How will cleaning operations for the brewery area be conducted and how will that material be introduced into the sewer drain without including solids or other materials from the brewing operation that should be reused on the farm?
8. If you intend to continue using the well water for brewing operations, how will the water supply piping be separated for the well water and the public water coming from the Mystic Harbour service area tap that serves the public and sanitary needs of the business?
9. How will you protect the building sewer from receiving solids or high strength wastes that are generated by the brewing operation?
10. The force main being constructed in front of the property has a limited capacity for additional users. How will you evaluate this line for adequacy to handle the volume of wastewater you propose to introduce with this additional sewer connection? This will need an engineering evaluation.

These questions will need to be answered to complete the processing of the application and it appears a professional consultant will need to prepare some, if not all of the answers for these items. If there is additional information needed, please do not hesitate to contact me at (410) 632-1220.

Sincerely,



Robert J. Mitchell, LEHS
Director

cc John Ross/DPW

Citizens and Government Working Together

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TEL: 410-632-1220 FAX: 410-632-2012 www.co.worcester.md.us/EnvironmentalPrgrmsDept.htm

1. Verification that the discharge permit exemption process for the beneficial reuse of the process wastewater and organic waste material via land application has been started and will be acceptable to MDE. Has this been submitted to the state?

I had a lengthy conversation with Mike Eisner on Friday and he expressed to me I have everything we need for the waiver. I emailed the waiver application today to Mr. Eisner.

2. For #1, will the farm have a Comprehensive Nutrient Management Plan?

Yes, the farm will have a Comprehensive Nutrient Management Plan. Per my conversation with Mr. Eisner, I will be meeting with Maryland extension on Tuesday to begin the plan. However, until we are actively brewing, and the brewery waste water can be tested by our Nutrient Management Plan administrator, the plan cannot be completed. So, we must be brewing beer before we can submit the plan.

3. How the farm will comply with the composting requirements, if conducted, under COMAR 26.04.11.04?

We will not be composting spent grains from brewing on the farm. All spent grains will be loaded into 275-gallon reinforced totes and picked up every two to three days or as needed by a local hog farmer. The spent grains are in high demand by livestock farmers for feed supplementation. For the record, I understand the number of flies and rodents that can be attracted to spent grains, and I don't want it on the property any longer then it needs to be here. We have many people all season doing U-Pick and enjoying the agritourism aspect of our property, and I will not let that be compromised. Lastly, I live next door.

4. How will the facility hold the waste through the winter months when they cannot land apply nutrients (liquids or solids) on the farm? How will MDE/MDA treat this transfer of nutrients/materials to a hog farm? Will this be allowed?

MDE requires seven days of wastewater storage space. If we are brewing at all between December 16 and February 28, which I question because of the lack of traffic on our side of 611, I discussed and made arrangements with Atlantic Pumping fvgto empty the septic tank used specifically for brewery waste water. Again, solids will be removed by a local farmer. Most breweries through the state use the totes to transfer spent grains to farmers. This is addressed in my MDE waiver application.

5. The local approving authority (Environmental Programs) will be the agency that will issue the septic construction permit for the holding tank, if the exemption is permitted from the state, if the sewer allocation is approved for the commercial portion of the property, and if sized correctly for the amount of materials generated. How did you come up with the sizing for this tank? How did you come up with the removal schedule for the tank solids of one (1) month?

On Friday, Mike gave me the OK to use a concrete septic tank or rigid underground plastic tank for the storage of the brewing waste water. Once a decision is made on the tank, I intend to go through the application process with your department. Once again, I think we will be doing very little if any brewing throughout the winter prohibition period because of the lack of business traffic. I do plan to keg through December and store kegs for the December to February time frame. I came up with the sizing based on the brewery wastewater numbers I received from Tall Tales Brewery in Pittsville. They generate approximately 400 gallons per day when

brewing in season. Please keep in mind we won't be brewing every day, if at all, that time of year. My plan is to have a 1000 gallon holding tank in the ground which will be collecting brewing waste water (from floor drains in brewhouse) and sediment that makes its way into floor drains. Atlantic Pumping determined the monthly removal period based on their accounts with 16 Mile Brewing and Dog Fish Head brewing, both in Delaware. Just to be clear, the solids from the septic tank are not bulk solids. Bulk solids are removed from the brewhouse immediately after brewing and placed into a tote. The sediment that makes its way to the floor drain comes from the tank rinsing process. Also MDE will allow additional storage in our hydroponic greenhouse above ground storage tanks which at this time we have 1950 gallons of storage available.

6. How will the owner segregate the materials from the brewery operation from the sewage collection system for the rest of the proposed building?
It is our intent to have two separate plumbing systems. All brewery waste will flow to east side, back of the building, via floor drains only. The sewage collection system will flow to the north of the building to our lift station and grinder pump, which will be directed to public sewer. Both systems will be closed, with one in the brewery side and one in the tasting room side.
7. How will cleaning operations for the brewery area be conducted and how will that material be introduced into the sewer drain without including solids or other materials from the brewing operation that should be reused on the farm?
The tanks and kettle will be cleaned after every use. Once solids are removed to totes, all wastewater from rinsing/cleaning will flow into long horseshoe shaped floor drain, which drains to new septic or plastic holding tank. Any additional storage will be used in hydroponic tanks.
8. If you intend to continue using the well water for brewing operations, how will the water supply piping be separated for the well water and the public water coming from the Mystic Harbour service area tap that serves the public and sanitary needs of the business?
We intend to continue using existing deep water well for farm irrigation, and to run a separate 2" line from the existing pumphouse to the brewery mechanical room for brewing. The well line will be exclusively for brewery use. We plan to have a direct line run from the public water connection that will be shared between bathrooms and kitchens in new brewery and existing road side stand. The architect will be finishing up the plans this week.
9. How will you protect the building sewer from receiving solids or high strength wastes that are generated by the brewing operation?
There will be no access to the public sewer lines from the brewery. The brewery plumbing will be a separate system directed to septic tank.
10. The force main being constructed in front of the property has a limited capacity for additional users. How will you evaluate this line for adequacy to handle the volume of wastewater you propose to introduce with this additional sewer connection? This will need an engineering evaluation.
Regarding the force main, based on your department's TRC comments, we need 6 EDUs for both buildings according to plans submitted, and existing roadside stand kitchen and bathroom. I am requesting that you allow us to move forward without an engineering evaluation on projected sewage uses beyond the information you used internally to come up with the 6 EDUs. We have a small farm, and a small

family owned business. Hiring an engineer for this evaluation creates a financial hardship for the farm and will continue to delay our ability to open for the 2019 season. We have spent a tremendous amount of money already on the approval process. Hopefully, we can move forward without an engineering evaluation on sewer use. If not, will the Assateague Greens Executive Golf course with 6 EDUs to the north of us, and Bethany United Methodist Church with 5 EDUs to the south of us, be required to provide the same engineering evaluation prior to using the same force main? For that matter, will every property along the force main be required to have an engineering evaluation?



Maryland
Department of
the Environment

Larry Hogan
Governor
 Boyd Rutherford
Lieutenant Governor
 Ben Courchesne
Secretary

**Application for Exemption from a Groundwater Discharge Permit
for the Land Application of Food Processing Wastewater**

Jan. 2017

Applicant Information

Business Name: **ASSATEGOUE ISLAND FARM LLC**

Physical Address of Planned Food Processing Operation:
**8816 STEPHEN DECATUR HWY
BERLIN MD 21811**

County: **WORCESTER** Latitude: **38.301970** Longitude: **-75.138900**

Legal Name & Address of Planned Food Processing Operation (if different):

Contact Person: **PAUL CARLITA** Phone: **410.430.1518** Email: **paul@bolonorganics.com**

Food Processing Operation Information

1. Type of food processing operation: **FARM BREWERY**
Is this an existing operation?

If Yes, when was the startup date?

2. Briefly describe your operation with emphasis on each process that generates wastewater

Brewing wastewater will be created through the mashing, lautering and boiling processes, as well as the cleaning process.

DISCHARGE PERMIT EXEMPTION APPLICATION

6. Nutrient Management Plan (NMP): Food processing wastewater must be land applied according to, and in compliance with a current NMP written by a Nutrient Management Consultant licensed in the State of Maryland. Therefore, food processing wastewater must be included as a nutrient source in your NMP.

Are there active farming activities at the location of the planned food processing operation? YES

If YES, briefly describe the farming activities and sources of any nutrients that are land applied (i.e. manure, chemical fertilizers, biosolids, etc.).

We have 1800 blueberry bushes; 200 apple trees; 13,000 hydroponic strawberry plants; 2 - 1000+ heirloom tomato hydroponic greenhouses

Do you have a current and valid NMP for the farming activities?

Nutrient Management Plan Developer: _____
Certification # _____

7. Do you plan to expand the food processing operation within the next 5 years? NO

If YES, please describe your expansion plans. Include estimates of average and maximum quantity of wastewater that will be generated with this planned expansion.

N/A

8. If you are in operation, what are your average current production per year? N/A

If not in operation, what is your planned startup production, and plans for succeeding years?

9. If this is an animal slaughtering operation, how will Offal be managed? N/A

10. If your operations will generate a solid/semi-solid byproduct - state what this byproduct is and how it will be managed.

The brewing process will generate spent grains, approximately 200-300 pounds per week. They will be placed in reinforced totes and picked up by a local hog farmer as needed. The spent grains will be moved every 2-3 days.

11. Map: Please submit a map showing location of the planned food processing operation and land application areas. This map should include streams, drinking water wells, and septic systems.



REQUIREMENTS OF AN OPERATION EXEMPTED FROM OBTAINING A DISCHARGE PERMIT FOR LAND APPLYING FOOD PROCESSING WASTEWATER. *

An 'Exemption' from a Maryland Department of Environment Groundwater Discharge Permit is conditional with managing and land applying wastewater in compliance with Maryland Department of Agriculture's Nutrient Management Regulations (Code of Maryland Regulations 'COMAR' 15.20.04 to 15.20.08). The following is not inclusive, but is a list of some key requirements.

- Food processing wastewater shall be land applied in compliance with a current Nutrient Management Plan (NMP). The plan shall be written by a Maryland certified nutrient management planner.
- Wastewater shall not be land applied onto bare ground, saturated or snow covered soil, or frozen ground.
- There shall be no ponding or surface runoff of wastewater.
- A minimum setback distance of 35 feet must be maintained between the edge of land applied wastewater and any surface water body.
- Storage must be provided for periods when wastewater cannot be land applied due to winter prohibition - and local soil and weather conditions. Wastewater can't be land applied when the soil is bare, saturated, snow covered or frozen. MDA regulations (COMAR 15.20.07) also *prohibit land application of wastewater during winter.* Winter is defined statewide in Maryland as December 16 through February 28 of the following year. Wastewater storage is therefore required.
- Soil conditioners of animal origin must be applied in a manner that does not contaminate the food processing area with pathogens or attract pests to the food processing area.
- Soil conditioners of animal origin must be treated to reduce pathogens prior to application (composting/heat treated) or applied at least 120 days prior to harvest of edible crops and the application must be made in a way to prevent contact with the edible portion of the crop.
- A Nutrient Management Annual Implementation Report (NMAIR) shall be submitted to MDA by March 1 following each year of operation.
- This Discharge Permit Exemption includes your responsibility to allow at reasonable times Department representatives, upon presentation of credentials, to enter premises to inspect any wastewater collection, treatment, land application records and practices, and food processing operation records.

Discharge Permit Exemption Renewal: An exemption is valid for 5 years. An application for renewal of an exemption must be submitted to MDA's State Chemist Office within 6 months of the exemption's expiration date.

FAILURE TO COMPLY WITH THESE TERMS MAY RESULT IN TERMINATION OF AN APPROVED EXEMPTION AND A REQUIREMENT TO OBTAIN A STATE DISCHARGE PERMIT FOR LAND APPLYING WASTEWATER.

You will be notified in writing of MDE's decision on your discharge permit exemption application.

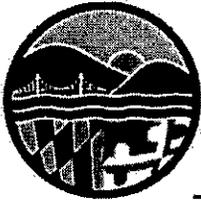
For further information, please contact:

Mike Eisner

(410) 537-3778 or mike.eisner@maryland.gov
Maryland Department of Environment
Water Management Administration
Wastewater Permits Program

* If authorized via COMAR 26.08.02.09.A(5)

Aug. 2017



Maryland
Department of
the Environment

Larry Hogan
Governor

Boyd Rutherford
Lieutenant Governor

Ben Crumbles
Secretary

October 22, 2018

Mr. Paul Carlotta
Assateague Island Farm, LLC
8816 Stephen Decatur Highway
Berlin, MD 21811

Dear Mr. Carlotta:

The purpose of this letter is to summarize our discussions about potential options for the management of brewery process wastewater at the planned brewery, to be located at 8816 Stephen Decatur Highway, Berlin, MD 21811. Brewery wastewater management options discussed include discharge into a subsurface disposal system, onsite storage in a holding tank for later transport offsite for appropriate treatment and disposal, and beneficial reuse via land application. Discussed at length was the option of beneficial reuse of the wastewater via land application and the related necessity for brewery wastewater storage. In addition, we have received your 'Application for Exemption from a Groundwater Discharge Permit for the Land Application of Food Processing Wastewater.'

Treatment and disposal of the brewery wastewater into an onsite subsurface disposal system (OSDS) is a potential option. A consideration of this option is the likely need for pretreatment of the brewery process wastewater before discharge into an OSDS because brewery wastewater is typically higher strength (has higher concentrations of contaminants) than domestic wastewater. Evaluation of this option would be in coordination with the Worcester County Environmental Health Department.

Storage of non-domestic wastewater such as beer processing wastewater in a holding tank for offsite treatment and disposal is another option. Requirements for approval for use of a holding tank include providing documentation that you have a licensed wastewater hauler to dispose of brewery process wastewater at an approved treatment facility. Attached is a document of requirements for holding tank approval.

State environmental regulations require a discharge permit for wastewater land applied via spray irrigation or other land application methods. Therefore, the land application of brewery process wastewater requires discharge permit authorization. However recent revisions to these regulations

allow *an opportunity* for small scale food processors to apply for an exemption from this permit requirement - if Maryland Department of Agriculture's (MDA) State Chemist Office determines that the process wastewater 'meets the requirements of a soil conditioner.' If MDE approves the discharge permit exemption application, then continued compliance with MDA's nutrient management regulations for land applying a soil conditioner is required. However, an exemption application may be denied even with MDA's soil conditioner approval, and the Department may revoke a previously approved exemption.

The remainder of this letter provides additional information on the requirements and the steps involved in obtaining authorization for your intended decision to land apply brewery process wastewater. It is important to emphasize that you will not be authorized to land apply wastewater until: 1) a representative sample of your process wastewater is analyzed and submitted to the State Chemist Office and the State Chemist determines that the process wastewater 'meets the requirements of a soil conditioner,' 2) our Department has reviewed and approved a discharge permit exemption application, 3) a holding tank has been installed and our Department has approved its use, and 3) the nutrient content of the process wastewater has been included in the nutrient management plan (NMP). A NMP must include nutrients from all sources including manure, compost, chemical fertilizers, biosolids, and approved soil conditioners. If an exemption application is denied, then a Groundwater Discharge Permit would be required for land application of the process wastewater.

A key constraint of land application is that wastewater must be applied to vegetation so that the nutrients can be beneficially used, and not move by seepage or runoff into ground or surface waters. Wastewater must therefore be stored during winter months and during periods of frozen, snow covered and saturated ground when nutrient uptake by vegetation is not possible. This prohibition on winter application is addressed in MDA regulations. 'Winter' is defined in these regulations as December 16 through February 28 of the following year. These restrictions on land applying wastewater are for both land application authorized via MDA's soil conditioner regulations or via a MDE discharge permit.

In conclusion, your ability to store sufficient quantities of wastewater during periods when land application isn't possible will be critical to your ability to operate. If storage capacity is maxed out, then either production must cease or the wastewater must be hauled offsite for appropriate treatment and disposal. In addition, brewery process wastewater must be stored until the wastewater is authorized for land application via either the MDA soil conditioner approval/MDE discharge permit exemption process or via a MDE discharge permit.

Analysis of a *representative* sample of the wastewater will be an important step in this permit exemption and land application approval process. This analysis should also be useful in the preparation of a NMP. Please contact me for further guidance prior to submitting a wastewater sample for analysis.

Mr. Paul Carlotta
Page 3

The regulations enabling the opportunity for exemption from a MDE Groundwater Discharge Permit for land application are relatively new. If you like, I can act as the liason with MDA's State Chemist Office for submission of your wastewater analysis. Please do not hesitate to contact me at (410) 537-3771 for assistance in navigating this exemption application process and with any other questions you may have.

Sincerely,

A handwritten signature in black ink, appearing to read 'M. Eisner', with a long horizontal flourish extending to the right.

Michael Eisner, Geologist
Groundwater Discharge Permits Division

Cc: Bob Mitchell
Adam Corry

Attachments

DISCHARGE PERMIT EXEMPTION APPLICATION

- 3. For each process described above that generates wastewater:
 - a) How much wastewater will be generated (gallons per day) - include Average & Maximum.
 - b) How often is this wastewater generated? I.e. daily, weekly, monthly ...

2- 400 gallons daily
3-4 days per week

4. Land Application of food processing wastewater:

- (1) Amount of land available for land application of wastewater 17 acres
- (2) Anticipated vegetation that will be irrigated with wastewater blueberry orchard
- (3) Estimated amount of land necessary for managing the wastewater 3 acres
- (3) How (what mechanical method) will wastewater be land applied? drip irrigation

5. Wastewater Storage: Wastewater cannot be land applied when the soil is bare, saturated, snow covered or frozen. MDA regulations (COMAR 15.20.07) also prohibit land application of wastewater during winter. Winter is defined in Maryland statewide through as December 16 through February 28 of the following year. Wastewater storage is therefore required.

What is your estimate of the volume of wastewater storage needed? 2,000 gallons

Please provide your calculations below that determined this estimate.

Max 400 gallons per day, 5 days per week.
However I doubt we will be open during winter prohibition because of the seasonal aspect of our business and area.

Do you currently have wastewater storage capabilities? Yes

If Yes, please describe the structure and capacity in gallons: we currently have a 1400 gallon storage tank and 2-375 gallon tanks for a total of 1950 gallons. we also intend to add a 1000-gallon septic tank.

If No, please describe your plans to provide required storage:

DISCHARGE PERMIT EXEMPTION APPLICATION

I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THE DOCUMENT TITLED:

Requirements of an operation exempted from obtaining a discharge permit for land applying food processing wastewater.

A. Paul Corbett

Applicant Signature

10/22/18

Date

I CERTIFY THAT THE INFORMATION CONTAINED IN THIS APPLICATION IS COMPLETE AND TRUE TO THE BEST OF MY KNOWLEDGE

A. Paul Corbett

Applicant Signature

10/22/18

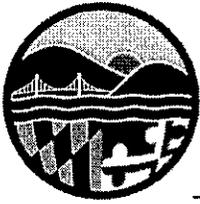
Date

For questions on the application process, status of your application, or information on other options for managing food processing wastewater, please contact:

Mike Eisner

(410) 537-3778 or mike.eisner@maryland.gov

Maryland Department of Environmental
Water Management Administration
Wastewater Permits Program



Requirements for Installing and Utilizing a Holding Tank for Storage of Non-Domestic Wastewater.

This planned wastewater holding tank will only be authorized for the storage of non-domestic wastewater.

1. The holding tank must hold, at a minimum, 7 days effluent from the facility and shall be of watertight construction. Information shall be submitted showing all process wastewater flows, quantity and frequency generated, that will be stored onsite in the holding tank. Calculations shall be provided that demonstrate a minimum of 7 days storage will be provided.
2. Design of the storage tank shall be done by a professional engineer (PE) licensed in MD, and submitted to MDE for review and approval. Construction shall not begin on installation of the holding tank(s) and piping, until MDE approves the design. The design shall include at a minimum:
 - a. tank manufacturer, tank size, cross sectional details, wall thickness, depth of cover, etc.
 - b. if the tanks are concrete, then the tanks must conform to the National Pre Cast Association (NPCA) Best Management Practice's Manual.
 - c. based on the type of tank, specific installation instructions with respect to proper tank bedding, tank support and proper backfill procedures.
3. A high-water alarm must be installed as a safeguard to prevent tank capacity being exceeded.
4. During tank installation, a 24 hr field water tightness test per the NPCA manual shall be conducted to verify water tightness. Tanks that do not pass this test will be subjected to rejection and return to the supplier.

Please contact Mike Eisner at 410.537.3771 at least 72 hours prior to the start of the test.
5. The contents of the holding tank shall be regularly removed and disposed of properly. Documentation must be provided validating that contractual services have been obtained to haul the wastewater offsite for appropriate treatment and disposal. This documentation shall include an acceptable pumping schedule between the applicant and an approved liquid waste hauler.

For further information on design submittal, notice of tank integrity testing or other questions, please contact Mike Eisner at 410.537.3771 or mike.eisner@maryland.gov.

Jan. 2017

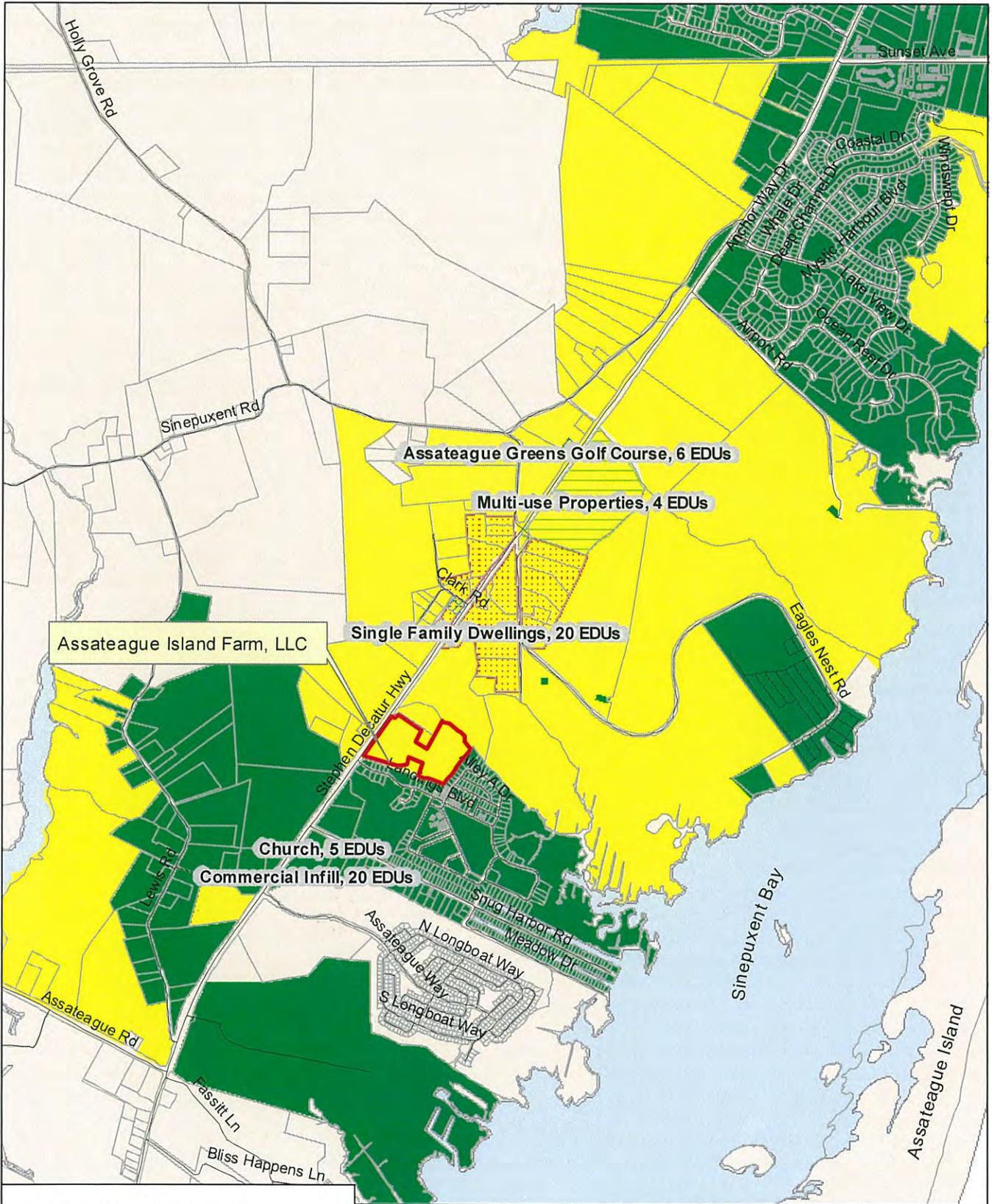
Allocation of Sewer EDUs in Mystic Harbour Sanitary Service Area (New Capacity as of 10/23/18)

North of Airport, North of Antique Road, East and West of Route 611 - "Area 1"	Original Allocation	Current Adjusted Allocation	Sold and In Service	Sold and Not In Service	Remaining Allocation	Footnotes
Infill and Intensification of Properties in "Area 1"	154	114	0	81	33	3, 10, 12, 13, 14
Vacant or Multi-lot Properties in "Area 1"	80	80	0	30	50	13
Single Family Dwellings	17	17	0	0	17	
Commercial Properties in "Area 1"	80	80	0	64	16	4, 5, 7, 8, 11, 13, 14
Subtotal EDUs in "Area 1"	331	291	0	175	116	
Airport and South of Airport, East of Route 611 - "Area 2"						
Commercial Infill South of Airport	20	20	0	0	20	
Vacant or Multi-lot Properties	4	4	0	2	2	6
Assateague Greens Executive Golf Course/Range-9-holes	6	6	0	0	6	
Ocean City Airport, Clubhouse and Humane Society	32	32	32		0	1
Church	5	5	0	0	5	
Single Family Dwellings	20	20	0	1	19	9
Castaways Campground	88	88	88		0	2
Frontier Town Campground	130	200	0	200	0	3, 10
Commercial Portion of Frontier Town Campground	30	0			0	
Subtotal EDUs in "Area 2"	335	375	120	203	52	
TOTAL EDUs	666	666	120	378	168	

Note: See attached map for location of EDU allocations

Footnotes:

- 1 - Transferred 32 EDUs to Town of Ocean City on June 3, 2014 as part of the Eagles Landing Spray Irrigation MOU.
- 2 - Sold 88 EDUs to Castaways Campground on July 3, 2014.
- 3 - Sold 166 EDUs to Frontier Town Campground on March 30, 2017 by transferring 30 EDUs from Frontier Town Commercial allocation and 6 EDUs from "infill and intensification of properties in Area 1" allocation as agreed by Commissioners on September 19, 2017.
- 4 - Sold 14 EDUs to Park Place on May 16, 2017.
- 5 - Hampton Inn bought 40 EDUs from Mitch Parker and bought an additional 13 EDUs from the County on August 28, 2017.
- 6 - Approved the sale of 2 EDU's to Victor H. Birch Property on March 20, 2018.
- 7 - Approved the sale of 1 EDU to Eugene Parker Trust Property on April 3, 2018.
- 8 - Approved the sale of 3 EDU's to L & B Ocean City, LLC Properties on April 3, 2018.
- 9 - Approved the sale of 1 EDU to Michael Jay Deem Property on April 17, 2018.
- 10 - Water and Sewerage Plan Amendment - 34 EDUs from "infill and intensification of properties in Area 1" to Frontier Town Campground for Expansion - approved on June 19, 2018 by County Commissioners (Resolution No. 18-17).
- 11 - Approved the sale of 9 EDUs to Stockyard Inc. Property on June 19, 2018.
- 12 - Approved the sale of 27 EDUs to GCR Development, LLC Property on July 3, 2018.
- 13 - Approved the sale of 63 EDUs - (29-infill, 30-vacant, 4-commercial) - to Sea Oaks, LLC property on Sept 18, 2018. Pending MDE approval.
- 14 - Approved the sale of 45 EDUs - (25-infill, 20-commercial) - to ODIE-1, LLC (Alamo Motel) property on October 23, 2018.



Remaining Allocation

-  Commercial
-  Residential
-  Vacant or multi-lot
-  Mystic Harbour Service Area S1
-  Mystic Harbour Service Area S3



Assateague Island Farm, LLC
 EDU Application
 TM 33, P 29

Prepared by the Worcester County
 Department of Environmental Programs
 January 7, 2019



13

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

JOHN H. TUSTIN, P.E.
DIRECTOR

JOHN S. ROSS, P.E.
DEPUTY DIRECTOR

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

MEMORANDUM

TO: Harold L. Higgins, Chief Administrative Officer
FROM: John H. Tustin, P.E., Director of Public Works *JHT*
DATE: January 14, 2019
SUBJECT: Ocean Downs Sewer Service

DIVISIONS



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

As outlined in the Memorandum of Understanding between the County and Ocean Enterprise 589 LLC (Ocean Enterprise) dated September 17, 2013, Ocean Enterprise has decided to exercise their option to purchase 27 Ocean Pines EDUs. P.2

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

By Check dated December 27, 2018, Ocean Enterprise paid the County \$327,726.00 for the EDU purchase and for the associated Future Capital charges.

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

Attached is the "Deed of Assignment of Sewer Service" form that was previously used to formally assign the EDUs to that property. This form should be approved by the County Commissioners, signed by President Purnell and recorded in the land records to document the sale. P.5

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

Attachment

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

cc: Jessica R. Wilson, CPA, Enterprise Fund Controller
Maureen Howarth, County Attorney
John S. Ross, P.E. Deputy Director

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

MEMORANDUM OF UNDERSTANDING

INTRODUCTION:

Ocean Enterprise 589, LLC (hereinafter "Ocean Enterprise" or "Purchaser") is desirous of connecting its existing improvements and facilities on the property known as Worcester County Tax Map 21, Parcel 99, approximately 166 acres, to the Ocean Pines Sanitary Service Area for wastewater treatment allocation. Ocean Enterprise has heretofore petitioned the Worcester County Commissioners for the establishment of the Ocean Downs Service Area on its property. The Worcester County Planning Commission has unanimously approved an Amendment to the Worcester County Comprehensive Water and Sewer Plan for connection of the Ocean Downs property to the Ocean Pines Sanitary Service Area. The Worcester County Commissioners have voted unanimously to approve the establishment of the Ocean Downs Service Area and the Amendment to the Worcester County Comprehensive Water and Sewer Plan. The Amendment was confirmed by the Maryland Department of Environment in their January 22, 2013 letter to Worcester County.

DEFINITION OF AN EDU:

A Sewer EDU within the Ocean Pines Sanitary Service Area is defined at 250 gallons per day. A Sewer EDU in the expansion area (Ocean Downs Service Area) is defined as 300 gallons per day.

Seller shall be granted access to all Purchaser's water/wastewater data so as to verify water usage to calculate wastewater flow.

INITIAL PURCHASE:

The Worcester County Commissioners, in their capacity as the governing body of the Ocean Pines Sanitary Service Area (hereinafter "Seller") shall grant, convey, and assign unto Ocean Enterprise, its successor and assigns, wastewater treatment allocation in the amount of 18,900 gallons per day, which is the equivalent of 63 EDU's. The purchase price shall be \$11,417.00 per EDU, for a total purchase price of \$719,271.00. The purchase price shall be paid prior to the acceptance by Worcester County of the transmission line to the Ocean Pines Wastewater Treatment Facility. Upon payment of the purchase price, Seller shall execute and deliver to Purchaser a good and sufficient Deed of Transfer, suitable for recordation among the Land Records of Worcester County, memorializing and confirming the assignment of wastewater treatment allocation described herein.

PUBLIC FACILITIES AGREEMENT:

Purchaser and Seller shall enter into a Public Facilities Agreement which shall provide for the initial construction and installation of the necessary lift stations, pumping stations, forced mains, and all other pipes and infrastructures necessary for conveyance of the wastewater treatment allocation described herein, at the expense of Purchaser. Upon connection of the Facility, all such infrastructures, shall be conveyed by virtue of a Bill of Sale to Seller, and shall thereafter be owned, operated and maintained by Seller. Purchaser shall provide to Seller the necessary easements for the installation and maintenance of the conveyance pipe. The infrastructure described herein shall comply with the Worcester County Design Standards, except that the existing generator for the Ocean Downs facilities shall be utilized for the back up power, and the existing electrical service shall serve the infrastructure. In the event the Ocean Downs property, referenced above, is subdivided, Ocean Enterprise will be required to provide a separate, independent back up generator, and an independent primary electrical service, with a meter.

Seller shall reserve the right to upgrade the wet well at the Ocean Downs property; provided, however, that Seller shall insure that the upgrade does not either conflict with or adversely affect the on-going business operation of Purchaser.

OPTION TO PURCHASE ADDITIONAL CAPACITY:

Seller hereby grants to Purchaser, its successors and assigns, the right and option to purchase, free and clear of liens and encumbrances, additional wastewater allocation in the amount of 81,000 gallons per day, which is the equivalent of 270 EDU's, on the following terms and conditions.

Purchaser shall have the option to purchase 27 EDU's per year, for a period of 10 years beginning 1 year following the acceptance by Worcester County of the transmission line. The purchase price shall be guaranteed or locked in for the next 3 annual payments at \$11,417.00 per EDU; thereafter, the purchase price shall be the fee charged to other consumers in the Ocean Pines Sanitary Service Area, computed at the then current method. Upon the payment of each installment, Seller shall execute and deliver to Purchaser a good and sufficient Deed of Transfer, suitable for recordation among the Land Records of Worcester County, memorializing and confirming the assignment of wastewater treatment allocation described herein. Seller shall at all times reserve said capacity and make it available to Ocean Enterprise, subject to MDE approval of the nutrient credits.

USE OF INFRASTRUCTURE BY THIRD PARTIES:

At all times, Seller shall reserve capacity within the sewer pipe and infrastructure sufficient to accommodate Purchaser's use thereof. For a period of 10 years from the date

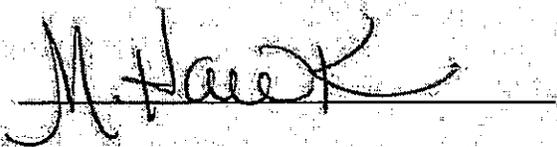
hereof, Seller shall not permit third parties to connect to either the sewer pipe or infrastructure described herein, with the exception of the Steen Associates, Inc. subdivision and the properties along Gum Point Road and Route 589 that were included in the Zone 4-Turville Creek Sewer allocation, located in Table 2 (p. 4) of the Master Sewer Routing Plan for the Greater Ocean Pines Area Report, dated November 7, 2007.

NUTRIENT TRADING:

Purchaser shall cooperate with Seller to develop a nutrient trading submittal as may be necessary for the re-rating or expansion of the Facility, for submission to the Maryland Department of the Environment ("MDE").

WITNESS, the hands and seals of the parties hereto by their authorized officers/agents, on this _____ day of _____, 2013.

ATTEST:



ATTEST:

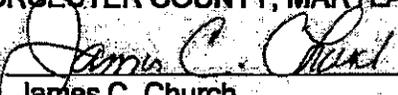


Harold L. Higgins
Chief Administrative Officer

OCEAN ENTERPRISE 589, LLC

By:  (SEAL)
William Rickman, Managing Member

COUNTY COMMISSIONERS OF
WORCESTER COUNTY, MARYLAND

By:  (SEAL)
James C. Church
President

DEED OF ASSIGNMENT OF SEWER SERVICE

THIS DEED OF ASSIGNMENT, made this ____ day of _____, 2019, by the **COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND**, in their capacity as the governing body of the Ocean Pines Sanitary Service Area, ("OPSSA") hereinafter called "County",

WHEREAS, Ocean Enterprise 589, LLC, hereinafter called "Ocean Enterprise", and the County entered into a Memorandum of Understanding, dated September 17, 2013 ("MOU"); and

WHEREAS, pursuant to the option to purchase additional capacity clause of the MOU, the County agreed to grant, convey and assign unto Ocean Enterprise, wastewater treatment allocation in the amount of 8,100 gallons per day, which is the equivalent of 27 equivalent dwelling units ("EDUs") each year for a period of ten (10) years, at the purchase price of \$11,417,.00 per EDU; and

WHEREAS, the aforesaid EDU's are to be assigned to and become appurtenant to the real property owned by Ocean Enterprise located on the easterly side of MD Route 589 and shown on Worcester County Tax Map 21, as Parcel 99, containing approximately 166 acres ("Property"); and

WHEREAS, Ocean Enterprise has now exercised its annual option to purchase the additional 27 EDUs;

NOW THEREFORE, this Deed of Assignment witnessed:

1. That pursuant to the MOU and for good and valuable consideration, receipt and sufficiency which is hereby acknowledged, County does hereby grant, convey and assign unto Ocean Enterprise, its successors and assigns, and as an appurtenance to the Property, a sewer allocation from the OPSSA in the amount of 8,100 gallons per day, which is the equivalent of 27 EDU's.
2. This sewer allocation shall be an appurtenance to the Property and shall not be severable therefrom except as may be specifically permitted by the County.
3. Ocean Enterprise's use of this sewer allocation shall be subject to all usual and customary charges and fees for such sewer service.

IN WITNESS WHEREOF, the County has caused this Deed of Assignment to be executed by its proper officer on the date first above written.

ATTEST:

COUNTY COMMISSIONERS OF
WORCESTER COUNTY, MARYLAND

Harold L. Higgins
Chief Administrative Officer

By: _____
Diana Purnell
President

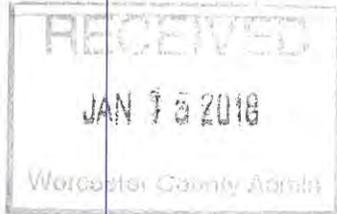
STATE OF MARYLAND, WORCESTER COUNTY, TO WIT:

I HEREBY CERTIFY that on this _____ day of _____, 2019, before me, the undersigned officer, a Notary Public in and for the State and County aforesaid, personally appeared Diana Purnell, President of the Grantor as aforesaid, and acknowledged that he executed the same for the purpose therein contained and in the capacity stated.

AS WITNESS my hand and official seal.

Notary Public _____

My Commission Expires: _____



14

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

JOHN H. TUSTIN, P.E.
DIRECTOR

JOHN S. ROSS, P.E.
DEPUTY DIRECTOR

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

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

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

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

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

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

MEMORANDUM

TO: Harold L. Higgins, Chief Administrative Officer
FROM: John H. Tustin, P.E., Director *JHT*
DATE: January 14, 2019
SUBJECT: Worcester County – Portable Restroom Services

Atlantic Pumping's two year contract with the County to provide portable toilet service will expire on January 31, 2019. During the previous bid cycle for this service contract, the Bidders were required to provide optional pricing for additional years of service, years three through five. Below is the pricing received from Atlantic Pumping on December 12, 2016.

2016 CONTRACT EXTENSION PRICING:

PART A – Solid Waste, Firing Range & Boat Ramps

BIDDER	YEAR 3	YEAR 4	YEAR 5
Atlantic Pumping, Inc.	7,800.00	7,956.00	8,112.00

PART B - Parks

BIDDER	YEAR 3	YEAR 4	YEAR 5
Atlantic Pumping, Inc.	12,740.00	13,000.00	13,260.00

TOTAL PART A & B 20,540.00 20,956.00 21,372.00

Atlantic Pumping has continued to perform their contract services in compliance of the specified service agreement to meet the needs of the County. At this time, Atlantic Pumping is willing to extend their services for one more year and has included their pricing for the service in the attached bid forms. Atlantic's pricing for the upcoming year is comparable to what is shown above for Year 3 and a summary of the solicited pricing is enclosed for your review. It is requested that the County extend Atlantic's current contract by amending the current agreement per the enclosed summary of pricing at a total cost of \$20,724.00.

Funds, as shown below, are available to pay for this service for FY19 and the County should anticipate the appropriate portion of the above expense for FY20.

FY19 Funds:

DEPARTMENT	ACCOUNT	FUNDING
Boat Landings	100.1204.xxx.6550.200	4,315.00
Recreational Parks	100.1602.xxx.6550.200	9,950.00
Solid Waste Transfer Stations	680.7002.6550.020	5,000.00
Sheriff Firing Range	100.1101.035.6550.200	660.00
	TOTAL	19,925.00

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

cc: Kenneth J. Whited

WORCESTER COUNTY DPW
Maintenance Division

2019-2020 PORTABLE TOILET SERVICE
ATLANTIC PUMPING PRICING SUMMARY

PART A...SOLID WASTE

LOCATION	TYPE	UNITS	MOS.	OCC./WK.	PRICE/MO.	EXT.
BERLIN	HDCP - A	1	12	1	48.00	576.00
NEWARK	HDCP - A	1	12	1	48.00	576.00
SNOW HILL	HDCP - A	1	12	1	48.00	576.00
POCOMOKE	HDCP - A	1	12	1	48.00	576.00
ADDITIONAL UNIT	HDCP - A	1	12	1	48.00	576.00
						2,880.00

PART A...FIRING RANGE

LOCATION	TYPE	UNITS	MOS.	OCC./WK.	PRICE/MO.	EXT.
BERLIN	STD - B	2	12	1	48.00	1,152.00
						1,152.00

SUBTOTAL PART A SOLID WASTE & FIRING RANGE 4,032.00

PART B...PARKS-PASSIVE USE

LOCATION	TYPE	UNITS	MOS.	OCC./WK.	PRICE/MO.	EXT.
NEWTOWN	HDCP - A		12	1	51.00	612.00
STOCKTON	HDCP - A		12	1	51.00	612.00
WHALEYVILLE	HDCP - A		12	1	51.00	612.00
GIRDLETREE	HDCP - A		12	1	51.00	612.00
						2,448.00

PART B...PARKS-ACTIVE USE-PEAK

LOCATION	TYPE	UNITS	MOS.	OCC./WK.	PRICE/MO.	EXT.
BISHOPVILLE	HDCP - D		8	2	61.00	0.00
HOMER GADULSKI	HDCP - D		8	2	61.00	0.00
ISLE OF WIGHT	HDCP - D		8	2	61.00	0.00
ISLE OF WIGHT	STD - B	1	8	2	61.00	488.00
JOHN WALTER SMITH	HDCP - D		8	2	61.00	0.00
JOHN WALTER SMITH	STD - B	2	8	2	61.00	976.00
NEWTOWN	HDCP - D		8	2	61.00	0.00
NEWTOWN	STD - B	1	8	2	61.00	488.00
NORTHERN WORCESTER	HDCP - D		8	2	61.00	0.00
NORTHERN WORCESTER	STD - B	5	8	2	61.00	2,440.00
SHOWELL	HDCP - D		8	2	61.00	0.00
SHOWELL	STD - B	2	8	2	61.00	976.00
						5,368.00

PART B...PARKS-ACTIVE USE-OFF PEAK

LOCATION	TYPE	UNITS	MOS.	OCC./WK.	PRICE/MO.	EXT.
BISHOPVILLE	HDCP - C	1	4	1	51.00	204.00
HOMER GADULSKI	HDCP - C	1	4	1	51.00	204.00
ISLE OF WIGHT	HDCP - C	1	4	1	51.00	204.00
JOHN WALTER SMITH	HDCP - C	1	4	1	51.00	204.00
NEWTOWN	HDCP - C	1	4	1	51.00	204.00
NORTHERN WORCESTER	HDCP - C	1	4	1	51.00	204.00
SHOWELL	HDCP - C	1	4	1	51.00	204.00
						1,428.00

**WORCESTER COUNTY DPW
Maintenance Division**

**2019-2020 PORTABLE TOILET SERVICE
ATLANTIC PUMPING PRICING SUMMARY**

PART B...PARKS-ACTIVE USE-PEAK

LOCATION	TYPE	UNITS	MOS.	OCC./WK.	PRICE/MO.	EXT.
BISHOPVILLE	HDCP - D	1	8	2	61.00	488.00
HOMER GADULSKI	HDCP - D	1	8	2	61.00	488.00
ISLE OF WIGHT	HDCP - D	1	8	2	61.00	488.00
ISLE OF WIGHT	STD - B		8	2	61.00	0.00
JOHN WALTER SMITH	HDCP - D	1	8	2	61.00	488.00
JOHN WALTER SMITH	STD - B		8	2	61.00	0.00
NEWTOWN	HDCP - D	1	8	2	61.00	488.00
NEWTOWN	STD - B		8	2	61.00	0.00
NORTHERN WORCESTER	HDCP - D	1	8	2	61.00	488.00
NORTHERN WORCESTER	STD - B		8	2	61.00	0.00
SHOWELL	HDCP - D	1	8	2	61.00	488.00
SHOWELL	STD - B		8	2	61.00	0.00

3,416.00

SUBTOTAL PART B PARKS 12,660.00

PART B...BOAT RAMPS

LOCATION	TYPE	UNITS	MOS.	OCC./WK.	PRICE/MO.	EXT.
SHELL MILL	HDCP - A	1	8	2	48.00	384.00
GUM POINT	HDCP - A	1	8	2	48.00	384.00
SOUTH POINT	HDCP - A	1	8	2	48.00	384.00
MASON LANDING	HDCP - A	1	8	2	48.00	384.00
PUBLIC LANDING	HDCP - A	1	12	2	48.00	576.00
PUBLIC LANDING	STD - B	2	8	2	48.00	768.00
TAYLOR LANDING	HDCP - A	1	8	2	48.00	384.00
GEORGE ISLAND LANDING	HDCP - A	1	8	2	48.00	384.00
CEDAR HALL	HDCP - A	1	8	2	48.00	384.00

SUBTOTAL PART B BOAT RAMPS 4,032.00

GRAND TOTAL 20,724.00

**WORCESTER COUNTY DEPARTMENT OF PUBLIC WORKS
MAINTENANCE DIVISION
PORTABLE TOILET SERVICE RFP**

PART A - INSTRUCTIONS

1. SERVICE PERIOD

The contract period is for one year starting February 1, 2019 through January 31, 2020.

2. TAXES

The County is exempt from all Federal and State taxes for direct purchase of supplies and materials. However, the County's tax exemption does not extend to the bidder for supplies and materials, which bidder must purchase to complete this contract. Therefore, bidders' prices should reflect the inclusion of Federal and State taxes on purchased supplies and materials.

3. SCOPE OF SUPPLY

Supply and service five (5) flush with sink portable restrooms located at the Solid Waste sites and the Firing Range according to the attached portable restroom schedule. All portable restroom will be cleaned, to include pumping waste tanks, replenishing of water tanks, general cleaning, sanitizing, supplying toilet tissue and hand sanitizer.

4. SPECIFICATIONS

- All portable restrooms will be in good condition and in an acceptable condition to the County at all times. All portable restrooms will be self-contained portable chemical type and will be serviced per the attached schedules. Toilet and service procedure must comply with the State of Maryland Department of Health and Mental Hygiene Rule 26.04.02.07 and 26.04.02.08.
- All portable restrooms will be secured to the site with rebar or some other type of anchorage as approved by the County.
- All handicap accessible portable restrooms will have secured ramps to meet ADA compliance.
- All portable restrooms will be supplied with hand sanitizing units with waterless solutions.
- All invoicing shall be submitted to the Worcester County Department of Public Works-Maintenance Division, 6113 Timmons Road, Snow Hill, Maryland 21863
- Any damages to the portable restroom shall be the responsibility of the contractor at no additional cost to the County. The repairs shall take place within 24 hours of notification to the company of damages.

5. EXCEPTIONS

The County, dependent on its needs, shall reserve the right to amend the quantity of units to be supplied as listed in these bid documents. The County will provide ample notice of changes that may be requested and an amended contract will be issued to reflect the revisions to services.

6. TERMINATION CLAUSE

The County reserves the right of termination of contract or forfeiture of payment for services, if portable restrooms are not maintained as specified in the Scope of Work.

PART A BID FORM

Service to be performed once per week

• **SOLID WASTE DIVISION**

CT.	LOCATION	UNIT DESCRIPTION	TYPE
1	Berlin, MD HOCC	1 flush w/sink	A
2	Newark, MD Central Site	1 flush w/sink	A
3	Snow Hill, MD HOCC	1 flush w/sink	A
4	Pocomoke, MD HOCC	1 flush w/sink	A

• **COUNTY FIRING RANGE**

CT.	LOCATION	UNIT DESCRIPTION	TYPE
1	Newark, MD - Langmaid Road	1 standard	B

Solid Waste and Firing Range **PERIOD: 02/01/19 - 1/31/20**

Quote per portable restroom per month for flush w/sink unit (A) \$ 45.40 ¹⁰ Per mo.
 Quote per portable restroom per month for standard unit (B) \$ 48 ¹⁰ Per mo.

PRICING SUMMARY

ITEM	PRICE
Cost of flush w/sink unit (A) x 5 units x 12 months	\$ <u>2820</u> ⁰⁰ ✓
Cost of standard unit (B) x 2 units x 12 months	\$ <u>1152</u> ⁰⁰ ✓
TOTAL	\$ <u>4032</u> ⁰⁰ ✓

BID MUST BE SIGNED TO BE VALID

NAME: Brad Rice

SIGNATURE: 

COMPANY/FIRM: Atlantic Pumping Inc.

DATE: 12 / 28 / 18

COMPANY ADDRESS: P.O. Box 345

TE.: (410) 641 - 1617

Bishopville, MD. 21813

EMAIL: atlanticpumping@verizon.net.

CITY: _____ ST. _____

ZIP: _____

PART B INSTRUCTIONS

1. SERVICE PERIOD

The contract period is for one year starting February 1, 2019 through January 31, 2020.

2. TAXES

The County is exempt from all Federal and State taxes for direct purchase of supplies and materials. However, the County's tax exemption does not extend to the bidder for supplies and materials, which bidder must purchase to complete the job. Therefore, bidders' prices should reflect the inclusion of Federal and State taxes on purchased supplies and materials.

3. SCOPE OF SUPPLY

- ❖ Parks - Schedule 1
- ❖ Boat Ramps - Schedule 2

- Parks...Supply and service twelve (11) handicap accessible and fifteen (11) standard portable restrooms according to the attached PORTABLE RESTROOM SCHEDULE. Service is to include pumping of waste tanks, general cleaning and sanitizing, and supplying of toilet tissue.
- Boat Ramps...Supply and service eight (8) handicap accessible portable restrooms including stabilized ramps and two (2) standard portable restrooms located at the County boat ramps according to the attached portable restroom schedule. All portable restroom are to be cleaned, to include pumping waste tanks, general cleaning, sanitizing, supplying toilet tissue and hand sanitizer.

4. SPECIFICATIONS

- Toilets shall be self-contained portable chemical type and shall be serviced per the attached PORTABLE RESTROOM Schedule. Toilet and service procedure must comply with the State of Maryland Department of Health and Mental Hygiene Rule 26.04.02.07 and 26.04.02.08.
- A record shall be submitted each month with an itemized statement stating the location and quantities of portable restrooms, also included on the reports shall be work completed for that month. Submit to the Worcester County Department of Recreation & Parks, Attn: Bill Rodriguez, Park Superintendent, 6030 Public Landing Road, Snow Hill, MD 21863.
- Any damages to the portable restroom shall be the responsibility of the contractor at no additional cost to the County. The repairs shall take place within 24 hours of notification to the company of damages.
- Contacts for park portable restrooms shall be Bill Rodriguez, Parks Superintendent at 410-632-3173, or Debbie Perez, Recreation & Parks Office Assistant at 410-632-2144, ext.2504.
- If work is not performed as per specifications on attached schedule, receipts shall be required after completion of each service.
- All standard and handicapped units should be equipped with hand sanitizer units with a waterless solution.

5. EXCEPTIONS: The number of contracted portable restrooms is subject to change whether in increases or decreases, due to changes being made throughout the County properties.

6. TERMINATION CLAUSE: The County reserves the right of termination of contract or forfeiture of payment for services if portalets are not maintained as specified.

PART B - PARKS SCHEDULE 1

PORTABLE RESTROOM SCHEDULE - February 2019 through January 2020

Schedule 1 - Portable Restroom - Passive January 1 to December 31 - serviced 1 time/wk

<u>Parks</u>	
Newark Park	1 Handicap Accessible
Stockton Park	1 Handicap Accessible
Whaleyville Park	1 Handicap Accessible
Girdletree Park	1 Handicap Accessible

Schedule 2 - Portable Restroom - Active

<u>Parks</u>	<u>*Off - Peak Season serviced 1 time/wk</u>	<u>**Peak Season serviced 2 times/wk</u>
Bishopville Park	1 Handicap Accessible	1 Handicap Accessible
Homer Gudelsky Park	1 Handicap Accessible	1 Handicap Accessible
Isle of Wight Nature Park	1 Handicap Accessible	1 Handicap Accessible & 1 Standard
John Walter Smith Park	1 Handicap Accessible	1 Handicap Accessible & 2 Standard
Newtown Park	1 Handicap Accessible	1 Handicap Accessible & 1 Standard
Northern Worcester Athletic Complex	1 Handicap Accessible	1 Handicap Accessible & 5 Standard
Showell Park	1 Handicap Accessible	1 Handicap Accessible & 2 Standard

* Off-Peak season shall be the period of time from November 1 to February 28.

** Peak season shall be the period of time from March 1 to October 31.

Schedule 1 - Portable Restrooms Passive Parks are to be serviced 1 time per week January 1 to December 31.

Schedule 2 - Portable Restrooms Active Parks - Off Peak Season service 1 time per week.

Schedule 2 - Portable Restrooms Active Parks - Peak Season service twice per week on Mondays and Fridays.

Directions to Worcester County Solid Waste Transfer Stations

- **Berlin Homeowner Convenience Center:**
Turn off of Route 50 onto Seahawk Road that runs next to Stephen Decatur High School. Turn right past the Middle School onto Flower Street. Follow until see Transfer Station sign on Flower Street turn left.
- **Newark Central Site:**
Turn off of Route 113 onto Central Site Lane north of Worcester County Vocational Center. Follow road to transfer station.
- **Snow Hill Homeowner Convenience Center:**
Turn off of Route 113 onto Bay Street towards Snow Hill (Route 365). Make first right onto Timmons Street. Follow into bend and make first right onto Holly Court. Follow into transfer station.
- **Pocomoke Homeowner Convenience Center:**
Turn off of Route 113 onto Byrd Road. Turn left onto Pocomoke Landfill Road. Follow into transfer station.

Directions to Worcester County Sheriff's Department Firing Range

Turn off of Route 113 at Newark Station onto Langmaid Road. Follow Landmaid Road all the way to the end. It will be necessary for the driver to stop by the Maintenance Department to pick up a key to the lock to gain access.

Directions to Worcester County Boat Ramps

- **Shell Mill Boat Ramp (Bishopville):** Turn off of Route 113 onto Bishopville Road (Route 368) then onto St. Martins Neck Road (Route 367). Then onto Shell Mill Road, boat ramp at end.
- **Gum Point Boat Ramp (Berlin):** Turn off of Route 113 onto Route 50 headed east. Turn onto Racetrack Road (Route 589) then onto Gum Point Road. Boat Ramp on right side approximately 2 miles.
- **South Point Boat Ramp (Berlin):** Turn off of Route 50 onto Route 611 heading towards Assateague. Turn onto South Point Road and follow to end.
- **Mason Landing Boat Ramp (Newark):** Turn off of Route 113 onto Langmaid Road away from Newark Station. Make first left onto Marshall Creek Road. Follow to end.
- **Public Landng Boat Ramp (Snow Hill):** Turn off of Route 113 onto Public Landing Road (Route 365, away from Snow Hill). Follow to end.
- **Taylor Landing Boat Ramp (Girdletree):** Turn off of Route 113 onto Route 12 (Away from Snow Hill). Turn left onto Box Iron Road, then bear right onto Taylor Landing Road. Follow to end.
- **George Island Landing Boat Ramp (Stockton):** Turn off of Route 113 onto Route 12 past Girdletree towards Stockton. Turn left onto Route 366 (George Island Landing Road). Follow to end.
- **Cedar Hall Boat Ramp (Pocomoke):** Located 6 miles from Route 13 off Route 371 in Pocomoke, end of Cedar Hall Wharf Road.

Directions to Worcester County Parks

Bishopville Park - 10602 Bishopville Rd: Turn off Route 113 on to Bishopville Road (Route 367). Follow road into Bishopville, park is on the right prior to Jarvis Road.

Herring Creek Nature Park - 12500 Nature Park Drive: Turn off Route 50 on to Keyser Point Road. Turn left onto Nature Park Drive. Follow into park.

Homer Gudelsky Park - 13055 Old Bridge Rd: Turn off Route 50 on to Golf Course. Turn left onto Old Bridge Road (Route 707). Follow to the park at the end.

Isle of Wight Park - 13090 St. Martin's Neck Road: Park entrance is at the intersection of Route 90 and St. Martin's Neck Road.

John Walter Smith Park - 6022 Public Landing Rd: Turn off Route 113 on to Public Landing Road. Turn left on John Walter Smith Park Road and the entrance to the park.

Newark Park - 8332 Newark Rd: Turn off Route 113 on to Newark Road. Park is next to the fire house.

Newtown Park - 2001 Groton Rd: Turn off Route 113 on to Groton Road. Park entrance is on the right. Alternative Entrance: Turn off Route 113 on to Newtown Park Road. Follow into the park.

Northern Worcester Athletic Complex - 9906 Buckingham Lane: Turn off Route 113 on to S Main Street. Turn left on to Buckingham Lane. Turn left on to Ball Park Road and the entrance to the park.

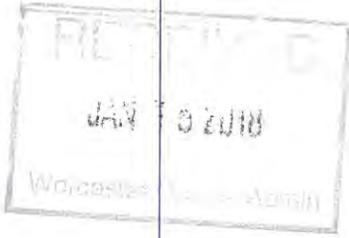
Showell Park - 11281 Racetrack Rd: From Route 113: Turn off Route 113 on to Racetrack Road. Park is on the right across from Showell Elementary School. From Route 50: Turn off Route 50 on to Racetrack Road. Park is on the left across from Showell Elementary School.

Stockton Park - 5520 Hursley Rd: From Route 13: Turn off Route 13 on to Stockton Road (Route 366). Follow road to Stockton, make a left on to Hursley Road and the entrance to the park. From Route 113: Turn off on to Snow Hill Road (Route 12). Follow road to Stockton. Make a right on to Stockton Road (Route 366). Make a right on to Hursley Road and the entrance to the park.

Whaleyville Park - 11723 Sheppard's Crossing Rd: Turn off Route 50 on to Whaleyville Road (Route 610). Turn right on to Sheppard's Crossing Road. Park is the first right.

Girdletree Park - 5841 Box Iron Rd: Turn off Route 113 on to Snow Hill Road (Route 12). Follow road in to Girdletree. Make a left on Box Iron Road. Park entrance is on the left.

Future Contract Addition: Greys Creek - 13236 Rollie Road East: Turn off Route 113 on to Bishopville Road (Route 367). Bishopville Road turns in to Hudson Road upon entering Delaware. Make a right on to Lighthouse Road (Route 54). Turn right on to Williamsville Road. Williamsville Road turns in to Delaware Road upon re-entering Maryland. Turn right on to Rollie Road, bearing right on to Rollie Road East. Park is on the left.



15

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

JOHN H. TUSTIN, P.E.
DIRECTOR

JOHN S. ROSS, P.E.
DEPUTY DIRECTOR

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

MEMORANDUM

TO: Harold L. Higgins, Chief Administrative Officer
FROM: John H. Tustin, P.E., Director *JHT*
DATE: January 15, 2019
SUBJECT: Worcester County – Pest Control Service Bid – Contract Extension Request

DIVISIONS

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

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

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

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

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

The current pest control contractor servicing the County facilities is Delmarva Custom Spraying, Inc. (DCS) and their agreement with the County expires on March 31, 2019. During the previous bid cycle for this service contract, the Bidders were required to provide optional pricing for additional years of service, years three through five. Below is the pricing received from DCS on February 27, 2017.

OPTIONAL YEAR PRICING

SUPPLIER	YR. 3	YR. 4	YR. 5	TOTAL
Delmarva Custom Spraying, Inc.	\$9,072.00	\$9,072.00	\$9,072.00	\$27,216.00

DCS has continued to perform their contract services in compliance of the specified service agreement to meet the needs of the County. At this time, DCS is willing to extend their services for three (3) more years at the same price listed above which is what they are currently charging for the service. Ryan Dorr, VP of DCS, has provided the attached email response committing to what is stated above.

It is requested that the County extend DCS's current contract by amending the current agreement per the table above for a combined three-year total cost of \$27,216.00.

Funds, as shown below, are available to pay for this service for FY19 and the County should anticipate the appropriate portion of the above expense for FY20 and beyond.

FY 19 PEST CONTROL FUNDING

<u>DEPARTMENT</u>	<u>ACCOUNT NO.</u>	<u>APPROVED BUDGET</u>
Health	1301.xxx. 6550.180	\$1,375.00
Commission on Aging	1401.xxx. 6550.180	\$1,300.00
Library	1603.xxx. 6550.180	\$1,500.00
Radio Towers	1102.045.6550.180	\$1,450.00
Solid Waste Division-Admin.	680.7002.6550.020	\$250.00
Solid Waste-Recycle	680.7003.6550.020	\$250.00
Fire Training Center	1105.197.6550.180	\$300.00
Court House	100.1090.050.6550.180	\$260.00
Government Center	100.1090.070.6550.180	\$500.00
Jail	100.1103.6550.180	\$500.00
Animal Control	100.1101.040.6550.180	\$300.00
Tourism & Economic Dev.	100.1090.075.6550.180	\$270.00
State's Attorney	100.1090.080.6550.180	\$300.00
Isle of Wight Office Bldg.	100.1090.060.6550.180	\$300.00
DPW-Administration	100.1201.6550.180	\$500.00
Water Wastewater	520/535/545/555.801/570.6550.020	\$2,750.00
	TOTAL	\$12,105.00

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

Attachment

cc: Ken Whited

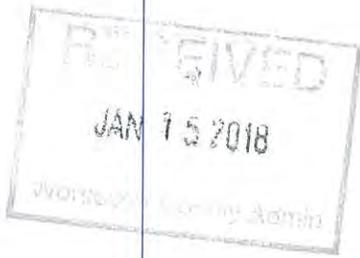
Ken Whited

From: Ryan Dorr <delmarvacustomspraying@yahoo.com>
Sent: Thursday, December 27, 2018 10:31 AM
To: Ken Whited
Subject: Pest control contact

Hello, we would like to continue to provide Worcester county with pest control pest services for the additional 3 years. The prices shall remain the same as specified in the original contract. If you have any questions please don't hesitate to call me.

Thank you,
Ryan Dorr
VP Delmarva Custom Spraying Inc.

Sent from my iPhone



16

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

JOHN H. TUSTIN, P.E.
DIRECTOR

JOHN S. ROSS, P.E.
DEPUTY DIRECTOR

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

MEMORANDUM

TO: Harold L. Higgins, Chief Administrative Officer
FROM: John H. Tustin, P.E., Director *JHT*
DATE: January 15, 2019
SUBJECT: Extension of Custodial Contract

DIVISIONS



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

The current custodial contractor servicing the County facilities is Mr. Meticulous and their agreement with the County expires on February 28, 2019. At the present time, the Maintenance Division is reviewing the complexity of this contract to see if there is a better strategy for bidding this work and is requesting an extension of Mr. Meticulous' contract on a month to month basis. The additional time requested should not exceed four (4) months and Mr. Meticulous has agreed to this arrangement. Attached is an acknowledgement letter from Nicholas M. Eskridge, president of Mr. Meticulous, which supports this arrangement.

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

To close, the Maintenance Division will be providing bidding documents for this service work in the near future and is requesting approval of the aforementioned contract extension.

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

Should you have any questions, please call me.

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

Attachment

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

cc: Ken Whited

M.
METICULOUS
Cleaning Service, Inc.

P.O. Box 2441 Salisbury, MD 21802-2441 (410) 860-1400

December 20th, 2018

Worcester County – Dept. of Public Works

6113 Timmons Road

Snow Hill, MD 21863

Re: Custodial Contract – Month-to-Month Service

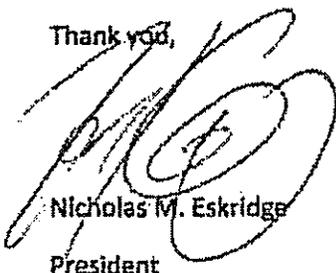
To Ken Whited, Maintenance Superintendent,

In light of the upcoming end-date of our current Custodial Services Contract on February 28th, 2019, I would like to offer an extension of our current services so that the Department of Public Works and the County Commissioners can decide what action(s) to take with either rolling-over or re-bidding of the current contract.

As such I agree to service all currently serviced County buildings at our Current Price/Rate(s) until such time as a decision is made regarding the future of the Custodial Services Contract for the Worcester County facilities.

Please notify me in writing, at least [45] days prior of any change(s) or the setting of an effective "end-date" as it pertains to the County Commissioners decision(s) and my agreement to extend services beyond the original contract end-date.

Thank you,



Nicholas M. Eskridge
President

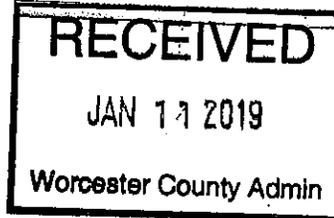
"taking pride in attention to detail"



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

17

REPLY TO
ATTENTION OF
Planning Division



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

Dear Mr. Higgins:

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

Please find four hard copies of the PPA enclosed for your review and signature. Please note that there are several pages that require signature and date (pages 19, 22, and 24) within the package. Please return all four copies to my attention.

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

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

Sincerely,

Jacqueline Seiple
Project Manager

Enclosures



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

REPLY TO
ATTENTION OF

Planning Division

January 8, 2019

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

Dear Mr. Fleming:

The U.S. Army Corps of Engineers, North Atlantic Division (NAD), reviewed and approved the execution of the Project Partnership Agreement (PPA) for the Ocean City Harbor and Inlet, Section 107, Navigation Improvement Project. Please find four hard copies of the PPA enclosed for your review and signature. Please note that there are several pages that require signature and date (pages 19, 21 and 23) within the package.

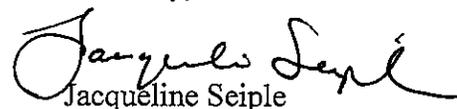
In addition to signatures from the Maryland Department of Natural Resources (MDDNR), Worcester County will also need to sign the agreement. Upon obtaining MDDNR signatures, please forward this package to Worcester County at the following address:

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

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

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

Sincerely,


Jacqueline Seiple
Project Manager

Enclosures

Upon a motion by Commissioner Mitrecic, the Commissioners unanimously directed staff to identify \$300,000 to cover the local cost-share of a feasibility study to deepen the Ocean City Inlet and to ask the Town of Ocean City to share the cost equally with the County as a local partner. Commissioner Church thanked his fellow Commissioners for their support on this vital matter, stating that time is of the essence to correct this issue.

Commissioner Mitrecic noted that following the Commissioners' vote on February 6, 2018 for staff to identify \$300,000 to cover the local cost-share of a feasibility study to deepen the Ocean City Inlet and to ask the Town of Ocean City to share the cost equally with the County as a local partner, it has been determined that the local cost share will likely be closer to \$600,000. Upon a motion by Commissioner Mitrecic, the Commissioners unanimously agreed to send a letter to the Eastern Shore Delegation, asking them to introduce legislation during the 2018 General Assembly Session for the State to cover half of the local sponsor share of the proposed Ocean City Inlet dredging study. Mr. Higgins advised that he was in the process of arranging for Bill Anderson to attend an upcoming Commissioners' meeting to provide more details on the proposed study and the role of the County in the effort.

The Commissioners met with Tony Clark of the U.S. Army Corps of Engineers (COE) and Bill Anderson of the Maryland Department of Natural Resources (DNR) to discuss steps being taken to address the continued silting of the Ocean City Inlet, which has posed significant problems for the commercial fishing industry and commercial sportfishing captains whose operations depend upon safe access through the Ocean City Inlet to the Atlantic Ocean. Officials noted that, barring immediate action by the COE, and State, Worcester County, and Ocean City governments, the continued shoaling of the Ocean City Inlet will have a significantly deleterious effect on both the commercial fishing industry in Worcester County, causing significant adverse impacts on the local and State economies. Mr. Clark reviewed a PowerPoint presentation on the two-phase implementation process for study and design of Ocean City Inlet and Harbor dredging activities under the Continuing Authorities Program (CAP) - Section 107, as well as near and long-term dredging activities by the COE. The PowerPoint highlighted the following: CAP 2-Phase Implementation Process Overview to include the current feasibility phase (3 years) to be funded at a 50/50 federal and non-federal sponsors cost share, for which the initial \$100,000 has been federally funded, and the design and implementation phase (18-24 months), with a 90/10 federal and non-federal project cost share, respectively; Process for Study and Design; Status of Federal Interest Determination (FID), which evaluates whether there is sufficient justification and federal interest in pursuing a detailed (feasibility level) investigation; Status of FID Schedule, Status of FID - Local Input Needed, including an economic evaluation that identifies the number of commercial vessels utilizing the Ocean City Inlet and Harbor, disposal facility (County Landfill), and survey in preparation for the feasibility study; Near Term Dredging Activities (Assateague Island restoration spring dredge to be completed in two, 15-day periods, April 25 to May 8 and again in mid August), with funding based on a demonstrated commercial need; and Long Term Dredging Activities, including twice-yearly Assateague Island Restoration dredging activities (President's FY19 Budget did not include navigation maintenance dredging for the inlet), though the COE has two special dredges (Currituck and Murden, which can remove approximately 2,000 cubic yards of material per day) that may be contracted out to local parties at approximately \$22,000 per day, with a suggested schedule of three, six-day visits annually, costing a total of \$396,000 per year.

Mr. Clark advised that the feasibility phase, which includes an economic evaluation benefit to cost ratio (with a federal CAP total project cost limit of \$10 million) had an anticipated completion date of April 22, 2018, but that the project is running two weeks behind schedule due to the need for additional information. The design and implementation phase is currently in its fourth month and expected to take five years to complete. The District Quality Control Review and Sponsor Review should run from May 7-13, 2018, with the draft FID to be submitted to the North Atlantic Division (NAD) June 4, 2018, and final FID approval on August 2, 2018. He stated that the actual feasibility study has an anticipated cost of \$1.2 million, with the sponsors potentially eligible to receive credit for in-kind services, while a Project Partnership Agreement (PPA) with the non-federal sponsors will be required prior to the initiation of the Design and Implementation Phase.

Mr. Anderson advised that DNR recently provided inlet depth surveys and a historical model to the COE to identify areas of the inlet that are nearly impassible to most boats, which justifies the need for continued dredging activities in the Ocean City channel. He stated that the surveys are also provided to the Coast Guard and local mariners to help them identify the most

navigable areas at all times.

Commissioner Church commended Mr. Clark and Mr. Anderson for their efforts to work with local officials to address the need to deepen and continue dredging the inlet. In response to a question by Chief Administrative Officer Harold Higgins regarding the State and local contribution to fund \$600,000 of the \$1.2 million feasibility study, Mr. Anderson advised that Waterway Improvement Funds to Worcester County are self-sustaining funds that are derived from fees and taxes assessed to the boating community. He further advised that the State previously allocated \$200,000 toward the local cost share of the feasibility study, and recently the General Assembly passed legislation, which must still be signed by Governor Larry Hogan, to allocate an additional \$100,000 to the study, leaving a remaining local cost share of \$300,000 to be funded by the County and possibly Ocean City. He stated that normally DNR would not participate in such a study, but that the State chose to become a partner in the project due to the impact of shoaling on recreational boating in the area.

Commissioner Mitrecic stated that Ocean City officials previously announced that they could not use beach replenishment funds to help cover the local cost share for the feasibility study.

Upon a motion by Commissioner Bertino, the Commissioners voted 6-1, with Commissioner Mitrecic voting in opposition, to send a letter to the Town of Ocean City advising them of the critical nature of this study and asking town officials to partner with them as local non-federal sponsors of the COE study and to share in the remaining non-federal sponsors cost share of \$300,000 for the feasibility study. The letter is also to seek Ocean City's continued support of long-term dredging operations in the Ocean City Inlet to ensure the continued viability of the Ocean City Inlet, as a means of ocean access for the commercial fishing fleet primarily headquartered at the West Ocean City Harbor, as well as the Commercial Sportfishing fleet, with home ports throughout the Town of Ocean City and West Ocean City.

Senator Jim Mathias gave a general recap of 2018 General Assembly activities and advised that the State is restoring Highway User Revenues (HURs). He thanked Mr. Clark and Mr. Anderson for their project leadership, and he stated that everyone stepped up to the plate to assure this vital project moves forward to protect the long-term viability of the local fishing industry, and that can only happen if the federal, State, and local partners continue working together on this important issue.

Delegate Mary Beth Carozza also thanked Mr. Clark and Mr. Anderson, and she extended special thanks to DNR officials for stepping up to contribute project funding of \$200,000 for the two-pronged approach to address the causes of continued shoaling. She further stated that the State has allocated \$40 million to address school safety issues statewide, and urged local officials to work with the Eastern Shore Delegation to assure individual school needs are identified and thus eligible for a portion of these funds. She concluded that the State is returning an additional \$32 million in HURs to the 23 counties and Baltimore City, with Worcester County to receive an additional \$1 million in HUR funds for FY19. She further stated that bills HB 458 and HB 719, about which the County had expressed concerns, did not move forward during the 2018 General Assembly as requested.

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

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

WITNESSETH, THAT:

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

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

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

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

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

NOW, THEREFORE, the parties agree as follows:

ARTICLE I - DEFINITIONS

A. The term "Project" means the general navigation features, which includes, deepening of the inlet channel to 16 feet mean lower low water and the harbor channel to 14 feet mean lower low water, and depositing dredged material from the Ocean City Inlet channel in approved nearshore locations for the Assateague Island Restoration Project, and placing material dredged from the harbor into a Worcester County surface mine facility located 17 miles from Ocean City on Langsmaid Road in Snow Hill, Maryland. The design of the project could be adjusted with revisions documented in an Engineering Documentation Report. The project is generally described in the 2018 Ocean City, Maryland Inlet and Harbor Federal Interest Determination Report and the Ocean City, Maryland and Vicinity Water Resources Study Final Integrated Feasibility Report and Environmental Impact Statement, dated June 1998 and approved by the Division Commander for North Atlantic Division on August 3, 1999.

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

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

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

E. The term "dredged material placement facilities" means the improvements required on real property interests to enable the placement of dredged or excavated

material during construction, operation, and maintenance of the Project, including, but not limited to, retaining dikes, wasteweirs, bulkheads, embankments, monitoring features, stilling basins, and de-watering pumps and pipes.

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

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

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

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

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

ARTICLE II - OBLIGATIONS OF THE PARTIES

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

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

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

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

so notify the Government and provide the Government with a copy of as-built drawings for the work.

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

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

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

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

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

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

D. The Government, as it determines necessary, shall undertake actions associated with historic preservation, including, but not limited to, the identification and treatment of historic properties as those properties are defined in the National Historic Preservation Act (NHPA) of 1966, as amended. All costs incurred by the Government for such work (including the mitigation of adverse effects other than data recovery) shall be included in construction costs and shared in accordance with the provisions of this

Agreement. If historic properties are discovered during construction and the effects of construction are determined adverse, strategies shall be developed to avoid, minimize or mitigate these adverse effects. In accordance with 54 U.S.C. 312507, up to 1 percent of the total amount authorized to be appropriated for the Project may be applied toward data recovery of historic properties and such costs shall be borne entirely by the Government. In the event that costs associated with data recovery of historic properties exceed 1 percent of the total amount authorized to be appropriated for the Project, the Government and Non-Federal Sponsors shall consult with each other and reach an agreement on how to fund such data recovery costs. Upon agreement in accordance with 54 U.S.C. 312508, the Government may seek a waiver from the 1 percent limitation under 54 U.S.C. 312507.

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

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

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

H. In addition to the ongoing, regular discussions of the parties in the delivery of the Project, the Government and the Non-Federal Sponsors may establish a Project Coordination Team to discuss significant issues or actions. The Government's costs for participation on the Project Coordination Team shall not be included in construction costs that are cost shared but shall be included in calculating the Federal Participation Limit. The Non-Federal Sponsors' costs for participation on the Project Coordination Team shall not be included in construction costs that are cost shared and shall be paid solely by the Non-Federal Sponsors without reimbursement or credit by the Government.

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

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

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

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

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

C. The Government, after consultation with the Non-Federal Sponsors, shall identify obstructions to construction, operation, and maintenance of the Project and shall provide the Non-Federal Sponsors with general written descriptions, including maps as

appropriate, of such obstructions and shall provide the Non-Federal Sponsors with a written notice to proceed with acquiring or compelling the removal of such obstructions. The Non-Federal Sponsors shall acquire or compel the removal of such obstructions in accordance with the Government's construction schedule for the Project. If the owner of an obstruction cannot be located, the Government shall remove the obstruction during construction of the Project after following all applicable procedures in Parts 325 and 326 of Title 33 of the Code of Federal Regulations.

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

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

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

3. Removal of Obstructions. If the Non-Federal Sponsors request that the Government exercise the navigation servitude to compel removal of obstructions, the Non-Federal Sponsors must demonstrate that the owner of the obstruction has no compensable interest under the laws of the State of Maryland or the terms of applicable non-Federal permits, licenses, or agreements; that they have made a good faith effort to negotiate with the owner(s) for removal of the obstructions; and that they lack authority to compel removal of obstructions through eminent domain or other legal proceedings. The Non-Federal Sponsors must also obtain a letter from the State of Maryland, signed by the governor or a duly authorized state official, concurring in the Non-Federal Sponsors' request that the Government exercise the navigation servitude to compel removal of the obstructions.

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

ARTICLE IV - HAZARDOUS SUBSTANCES

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

B. In the event it is discovered that hazardous substances regulated under CERCLA exist in, on, or under any of the required real property interests, the Non-

Federal Sponsors and the Government, in addition to providing any other notice required by applicable law, shall provide prompt written notice to each other, and the Non-Federal Sponsors shall not proceed with the acquisition of such real property interests until the parties agree that the Non-Federal Sponsors should proceed.

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

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

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

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

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

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

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

1. Real Property Interests.

a. General Procedure. The Non-Federal Sponsors shall obtain, for each real property interest, an appraisal of the fair market value of such interest that is prepared by a qualified appraiser who is acceptable to the parties. Subject to valid jurisdictional exceptions, the appraisal shall conform to the Uniform Standards of Professional Appraisal Practice. The appraisal must be prepared in accordance with the applicable rules of just compensation, as specified by the Government. To the maximum extent practicable, no later than 6 months after it provides the Government with authorization for entry onto a real property interest or pays compensation to the owner, whichever occurs later, the Non-Federal Sponsors shall provide the Government with documents sufficient to determine the amount of credit to be provided for such real property interest.

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

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

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

b. Eminent Domain Procedure. For real property interests acquired by eminent domain proceedings instituted after the effective date of this Agreement, the Non-Federal Sponsors shall notify the Government in writing of their intent to institute such proceedings and submit the appraisals of the specific real property

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

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

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

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

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

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

a. For a relocation other than a utility, or portion thereof, located in or under navigable waters of the United States, credit shall be afforded for the value of the relocation if the Non-Federal Sponsors are responsible for the relocation under applicable principles of just compensation.

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

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

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

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

2. No credit shall be afforded for interest charges, or any adjustment to reflect changes in price levels between the time the in-kind contributions are completed and credit is afforded; for the value of in-kind contributions obtained at no cost to the Non-Federal Sponsors; for any in-kind contributions performed prior to the effective date of this Agreement unless covered by an In-Kind Memorandum of Understanding between the Government and Non-Federal Sponsors; for costs that exceed the Government's estimate of the cost for such in-kind contributions if they had been provided by the Government; or against the additional 10 percent payment.

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

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

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

ARTICLE VI – PAYMENT OF FUNDS

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

B. While undertaking construction, the Government shall provide the Non-Federal Sponsors with quarterly reports setting forth the estimated construction costs and

the Government's and Non-Federal Sponsors' estimated shares of such costs; costs incurred by the Government, using both Federal and Non-Federal Sponsors' funds, to date; the amount of funds provided by the Non-Federal Sponsors to date; the estimated amount of any creditable real property interests and relocations; the estimated amount of any creditable in-kind contributions; and the estimated amount of funds required from the Non-Federal Sponsors during the upcoming fiscal year.

C. Payment of Funds for Construction.

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

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

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

D. Payment of Additional 10 Percent.

1. As a part of the final accounting conducted pursuant to Article VI.C.3., the Government shall determine the additional 10 percent payment and then deduct the creditable value, in accordance with Article V, of real property interests and relocations. If the remainder is greater than zero, the Government shall calculate initial annual installments amortized over a period of 30 years using an interest rate determined in

accordance with Section 106 of the Water Resources Development Act of 1986. The payment period begins on the date the Government notifies the Non-Federal Sponsors of the amount of the initial annual installments.

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

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

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

ARTICLE VII - TERMINATION OR SUSPENSION

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

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

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

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

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

ARTICLE VIII - HOLD AND SAVE

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

ARTICLE IX - DISPUTE RESOLUTION

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

ARTICLE X - MAINTENANCE OF RECORDS AND AUDITS

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

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

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

ARTICLE XI - RELATIONSHIP OF PARTIES

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

ARTICLE XII - NOTICES

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

If to the Non-Federal Sponsors:

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

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

If to the Government:
District Commander
Baltimore District
2 Hopkins Plaza
Baltimore, MD 21210

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

ARTICLE XIII - CONFIDENTIALITY

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

ARTICLE XIV - THIRD PARTY RIGHTS, BENEFITS, OR LIABILITIES

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

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

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

ARTICLE XVI – OBLIGATIONS OF FUTURE APPROPRIATIONS

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

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

DEPARTMENT OF THE ARMY

MARYLAND DEPARTMENT OF
NATURAL RESOURCES

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

BY: 
MARK J. BELTON
Secretary

DATE: _____

DATE: 1-10-19

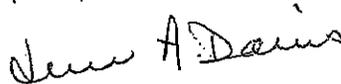
WORCESTER COUNTY, MARYLAND

BY: _____
DIANA PURNELL
County Commission President

DATE: _____

CERTIFICATION OF LEGAL REVIEW

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



Terri A. Davis
District Counsel

DATE:

CERTIFICATION REGARDING LOBBYING

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

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

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

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

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



MARK J. BELTON
SECRETARY, MARYLAND DEPARTMENT OF NATURAL RESOURCES

DATE: 1-10-19

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

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

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

DIANA PURNELL
COUNTY COMMISSION PRESIDENT, WORCESTER
COUNTY, MARYLAND

DATE: _____

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



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

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

OFFICE OF THE
COUNTY COMMISSIONERS

Worcester County

GOVERNMENT CENTER
ONE WEST MARKET STREET • ROOM 1103

SNOW HILL, MARYLAND
21863-1195

January 17, 2019

To: Worcester County Commissioners
From: Harold L. Higgins, Chief Administrative Officer
Subject: Ocean City Inlet Feasibility Study Grant Application

Attached please find the Maryland Department of Natural Resources (DNR) documents that need County Commissioner's approval and signature to move forward with the Waterway Improvement Funds to cover the Ocean City Inlet Feasibility Study. These documents have been reviewed by Maureen Howarth, County Attorney.

The attachments include the following:

- Maryland DNR application for State Fiscal Year 2019 Waterway Improvement Fund (WIF) Grant for State contribution towards 50/50 match for the US Army Corps of Engineers study of the Inlet. P.2
- Waterway Improvement Fund Grant Agreement that includes Attachment A. P.6
- DNR Center for Waterway Improvement and Infrastructure request for reimbursement Attachment B. P.16

This grant application will assist the County in the feasibility study start of the project for FY2019.

Attachments

Cc: Tom Perlozzo, Director of Recreation and Parks
Bob Mitchell, Director of Environmental Programs
Sandi Pepe, DNR Program Administrator
Isaac Wilding, DNR Dredging Coordinator

S:\Commissioners\Ocean City Inlet Project\FY19 DNR Ocean City Inlet WIF Application.docx



MARYLAND
DEPARTMENT OF
NATURAL RESOURCES

Larry Hogan, Governor
Boyd Rutherford, Lt. Governor
Mark Belton, Secretary
Joanne Throwe, Deputy Secretary

**CHESAPEAKE AND COASTAL SERVICE (CCS)
CENTER FOR WATERWAY IMPROVEMENT & INFRASTRUCTURE
APPLICATION FOR STATE FISCAL YEAR 2019 WATERWAY IMPROVEMENT FUND (WIF) GRANT
GRANT PERFORMANCE PERIOD JULY 1, 2018 – JUNE 30, 2021**

APPLICANT INFORMATION

Applicant Name: County Commissioners of Worcester County, Maryland

Applicant Address: 1 West Market Street, Room 1103, Government Center, Snow Hill, MD 21863

Federal Tax Identification Number: 52-6001064

APPLICATION TYPE (Review the Waterway Improvement Fund Grants Manual and select one of the following)

- | | | |
|--|---|---|
| <input type="checkbox"/> 100% State (below \$100,000) | <input checked="" type="checkbox"/> 100% State Dredging/Navigation ** | <input type="checkbox"/> State Lands Project |
| <input type="checkbox"/> Matching Fund Fire/Rescue (MFFR) *
(Maximum of \$50,000) | <input type="checkbox"/> Matching Fund (50% cost share) | <input type="checkbox"/> Matching Fund Dredging/Navigation ** |
| | <input type="checkbox"/> Tax District Loan | |

* - Attach MFFR Grant Agreement Form

** - Attach Dredging/Navigation Needs & Benefits Form

PROJECT INFORMATION (Attach a copy of a current map with the exact project location clearly marked.)

Project Name: Ocean City Inlet Feasibility Study

Project Address (Street/City/Zip): Harbor Road, Ocean City MD 21842

County: Worcester Latitude: (00.00000) 38.327166 Longitude: (00.00000) -75.096336

Legislative District: 38C

Local Priority Rank # _____ (If submitting multiple project applications)

CONTACT INFORMATION

Local Project Coordinator: Tom Perlozzo Title: Director of Recreation and Parks

Coordinator Address: 6030 Public Landing Road, Snow Hill, MD 21863

Phone: 410-632-2144 Ext: 2505 Email: tperlozzo@co.worcester.md.us

I. PROJECT PURPOSE AND SUMMARY

a. Check appropriate phase of project:

Engineering Construction Equipment Acquire DMP site Other

b. Provide a detailed project description (Attach any available site plans/drawings/photographs of proposed project):
contribute to 50% match of US Army Corp of Engineers study of the Ocean City Inlet, to document the shoaling issues within the inlet and identify potential fixes for the shoaling.

c. Will project expand/improve public boating access? If yes, explain: yes improve boating access and to maintain a deeper channel in the future

d. Will project improve/enhance boating safety? If yes, explain: _____

e. Status of federal/state/local permits (Check appropriate permits/approvals where applicable):
 State Wetland License Corps of Engineers Permit Critical Areas Water Quality Cert.

Attach all approved permits. If all required permits are not available, provide further explanation (i.e. schedule to obtain permits, etc.): _____

f. Project expenditure rate:
 One year Two year Three year

g. For dredging projects, has a Dredge Material Placement (DMP) site been identified? Yes _____ No _____
Is DMP site available for immediate use for this project? Yes _____ No _____
If no, provide status: _____

DMP site location: _____

h. Is this a continuation of a current or phased project? Yes _____ No _____ If yes, explain: _____

i. Estimated number of motorized boats that annually use facility or project area? _____

j. Is there a fee for use of the facility? Yes _____ No _____ N/A _____
(If yes, please attach fee structure. Note: If a fee is to be charged for use of the facility, the Governing Body must obtain prior approval from the DNR. All Maryland registered boaters will have equal access to State funded boating facilities. Please see the Waterway Improvement Fund Grants Manual for more information)

k. Does project have Sustainable Elements? (i.e. "Green" component, renewable resource, etc.)
Yes _____ No _____ If yes, explain: _____

l. Additional justification for project (attach additional page if necessary): _____

II. PROJECT SCHEDULE AND CURRENT STATUS

- a. Is this an individual or multi-year phased project? (Check one)
 Individual project _____ Multi-year (Phased) project x _____
- b. Provide the project schedule and architectural/engineering (A/E) firm below.

Current project status: Planning Design Bidding

Phase	Start (Month/Year)	Completion (Month/Year)	Percent Completion
Planning	Jan 2019		
Design			
Bidding			
Construction			

A/E Firm: _____ Planning Design

III. PROJECT FUNDING (Provide sources and uses of funding for this project and use(s) of the requested funding.)

- a. Identify the Project Funding Sources for your project in the tables below:

WIF Funding Request for FY19	Amount
TOTAL AMOUNT REQUESTED	x.300,000.00

Other Funding	Amount	Funds Secured?
WIF Grant Amount(s) FY18 and earlier *		
Applicant *	300,000.00	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
U.S. Army Corp of Engineers *		<input type="checkbox"/> Yes <input type="checkbox"/> No
Federal USFW*		<input type="checkbox"/> Yes <input type="checkbox"/> No
Other*:		<input type="checkbox"/> Yes <input type="checkbox"/> No
Other Funding Total	y.300,000.00	Total of all Prior and Additional Funding Sources

* - Include costs of planning/design/construction already completed.

Source Total (x. + y.)	\$600,000.00	Total Amount requested from WIF (FY19) plus Other Funding. Total should match the Budget Total in III.b.
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- b. Identify the cost-breakout of the budget (Total Project Cost) in the table below:

Project Funding Use(s)	Amount	Are WIF Grant Funds Requested? **	Is this line item already funded by an "Other Funding" source?
A/E Design*		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
A/E Construction Management*		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Construction*		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Other*:		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Total Project Cost	\$600,000.00	Total should match the Source Total in III.a.	

* - Include costs of design/construction already completed

** - WIF grants not expended or encumbered in (3) years are subject to immediate reversion.

.....
I CERTIFY THAT I AM AN AUTHORIZED OFFICIAL PERMITTED TO SIGN AND SUBMIT THIS APPLICATION ON BEHALF OF THE APPLICANT. I FURTHER CERTIFY THAT ALL INFORMATION IN THIS APPLICATION AND THE ATTACHED MATERIALS ARE TRUE AND CORRECT.

Name: _____ Title: _____

Authorized Official Signature: _____ Date: _____
.....

GENERAL INFORMATION FOR APPLICANTS

- Instructions for completing the application can be found in the Waterway Improvement Fund Grants Manual.
- Applicants will not discriminate against any person on the basis of race, color, religion, creed, age, sex, marital status, national origin or ancestry in the use of any property or facility acquired or developed pursuant to this application.
- The Governing Body will publicly advertise the project for bids or use other procurement method **approved in advance** by the Department of Natural Resources (DNR).
- Project contracts with a value of \$500,000 or more for which the State provides 50% or more of the funding will be advertised as prevailing wage contracts (COMAR 21.11.11).
- The Governing Body will prepare a tabulation of bids and/or other method of procurement and submit same to the DNR with comments and recommendations **prior to the award** of any contract.
- Projects that involve the construction, demolition, installation, alteration, repair, or salvage activities located in, on, over, or under State or private tidal wetlands must be performed by a licensed Marine Contractor. Information can be found at Maryland Dept of Environment (Licensed Marine Contractors).
- All applicants that receive grant funding will be required to enter into a grant agreement with the Department commencing with the beginning of the state fiscal year. The Department reserves the right to revert any unexpended or unencumbered balance from the grant not used during the grant performance period specified on page 1 of this application.

APPLICATION SUBMISSION

Submit one (1) signed original and two (2) hard copies of the complete application, attachments and all supporting documents to:

Ms. Carla Fleming, Director
Center for Waterway Improvement & Infrastructure
Chesapeake & Coastal Service
Maryland Department of Natural Resources
Tawes State Office Building
580 Taylor Ave., E-2
Annapolis, MD 21401

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

GRANT #: MDG-1902

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

STATE OF MARYLAND
DEPARTMENT OF NATURAL RESOURCES
hereinafter ("Department")
580 Taylor Avenue, Annapolis, MD 21401

and

COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND
One West Market Street, Room 1103, Snow Hill, MD 21863("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 US Army Corps of Engineers dredging study of the Ocean City Inlet; 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 2019, in the amount of Three Hundred Thousand Dollars (300,000.00).

The Grantee agrees to the following provisions:

1. **Term:** This Grant Agreement shall become effective on January 1, 2019 and shall expire on June 30, 2021.
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:

Tom Perlozzo
Phone: 410-632-2144, Email: tperlozzo@worchester.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.

Isaac Wilding
Phone: 410-260-8443, E-mail: isaac.wilding@maryland.gov

Tom Perlozzo
Phone: 410-632-2144, Email: tperlozzo@worchester.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, **Isaac Wilding**. 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 \$500,000 or more which the State provides 50% 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:** If a fee is to be charged for use of the facility, the Grantee shall obtain prior approval from the Department.

10. **Facility Access:** All Maryland registered boaters shall have equal access to State funded boating facilities. Any project funded in whole or in part with Waterway Improvement Fund Grants must remain available and open for use by the general boating public. The Department shall approve changes in use of a project before it is removed from public access and use, such as through sale, donation, or commercial use of the facility. If approved by the Department, the Grantee must replace the project 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 project in proportion to the total cost of the project 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 three 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 to the extent permitted by law, 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.

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

Diana Purnell, President
County Commissioners of Worcester
County, Maryland

State of Maryland
Department of Natural Resources

DEPARTMENT WITNESS

Matthew J. Fleming, Unit Director
Chesapeake & Coastal Service

Approved as to form and legal sufficiency
May 2018
Office of the Attorney General, Department of Natural Resources

GRANT #: DG-2023A-19

ATTACHMENT A

SCOPE OF WORK

PROJECT TITLE: US Army Corps of Engineers feasibility study of the Ocean City Inlet

DESCRIPTION: The inlet shoaling study is a Section 107 study. The first two steps in the Section 107 effort are the Federal Interest Determination and the Project Plan Development which will be 100% funded by the USACE. Once the first two steps are completed the Feasibility Study, estimated at \$1.2 million dollars will be cost shared 50/50 by the USACE and non-federal partner(s) Worcester County. Waterway Improvement Funds totaling \$300,000 are being provided to assist Worcester County with the non-federal partner share cost of \$600,000. The purpose of the feasibility study is to explore a long term solution to the chronic shoaling within the Ocean City Inlet. Possible solutions could include dredging, jetty reconfigurations or developing a new channel. Before more significant investments are made in design and construction, the study will look at the feasibility of various options. Deliverables for this project will include quarterly project updates and one copy of the complete 107 Study for the Departments file

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 2019

January 1, 2019 – March 31, 2019
April 1, 2019 – June 30, 2019

April 15, 2019
July 15, 2019

FY 2020

July 1, 2019 – September 30, 2019
October 1, 2019 – December 31, 2019
January 1, 2020 – March 31, 2020
April 1, 2020 – June 30, 2020

October 15, 2019
January 15, 2020
April 15, 2020
July 15, 2020

FY 2021

July 1, 2020 – September 30, 2020
October 1, 2020 – December 31, 2020
January 1, 2021 – March 31, 2021
April 1, 2021 – June 30, 2021

October 15, 2020
January 15, 2021
April 15, 2021
June 30, 2021

Center for Waterway Improvement and Infrastructure Request for Reimbursement

Grant Number: MDG-1902 **Reimbursement #:** _____

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

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

Project Title: US Army Corps of Engineers feasibility study of the Ocean City Inlet

Make Check Payable to: _____ Federal ID # _____

Address: _____

Project Coordinator: Tom Perlozzo **Title:** Director Recreation and Parks

Telephone: 410-632-2144 Fax: 410-632-1585 E-Mail tperlozzo@co.worcester.md.us

1. Cost Summary:

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

Total:	
State % Approved:	
Total Reimbursement Requested:	\$ _____

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

This payment: \$

Project's Balance: \$

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	_____
Fiscal Administration Approval	_____	Date	_____
Waterway Director's 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 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: 410-632-1194
FAX: 410-632-3131
E-MAIL: admin@co.worcester.md.us
WEB: www.co.worcester.md.us



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

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

OFFICE OF THE
COUNTY COMMISSIONERS

Worcester County

GOVERNMENT CENTER
ONE WEST MARKET STREET • ROOM 1103

SNOW HILL, MARYLAND

21863-1195

January 15, 2019

TO: Harold Higgins, Chief Administrative Officer
FROM: Kathy Whited, Budget Officer *Kathy*
RE: Privately Owned Vehicle Mileage Reimbursement – County Employees

I would like to request that we look at the mileage reimbursement to employees. The County currently is reimbursing at the rate of \$.505, the IRS 2008 standard mileage rate and I would like to request the rate be increased to \$.58 per mile effective with County travel beginning February 1, 2019.

Below is information that may be helpful to show the rate for the IRS, State of Maryland and Worcester County.

	State of Maryland	IRS	County
Jan. 1, 2008 – Jan. 15, 2019	\$.505	\$.505	\$.505
Effective January 1, 2019	\$.58	\$.58	\$.505
Effective January 1, 2018	\$.545	\$.545	\$.505
Effective January 1, 2017	\$.535	\$.535	\$.505

Attached please find backup from the IRS and Maryland Department of Budget and Management for the rates beginning January 1, 2019. I am available for any questions you may have.

Attachments

Kjw/H:\FY19 Budget\2019 Mileage Reimbursement Rate.docx



IRS issues standard mileage rates for 2019

IR-2018-251, December 14, 2018

WASHINGTON — The Internal Revenue Service today issued the 2019 optional standard mileage rates used to calculate the deductible costs of operating an automobile for business, charitable, medical or moving purposes.

Beginning on Jan. 1, 2019, the standard mileage rates for the use of a car (also vans, pickups or panel trucks) will be:

- * 58 cents per mile driven for business use, up 3.5 cents from the rate for 2018,
- 20 cents per mile driven for medical or moving purposes, up 2 cents from the rate for 2018, and
- 14 cents per mile driven in service of charitable organizations.

The business mileage rate increased 3.5 cents for business travel driven and 2 cents for medical and certain moving expense from the rates for 2018. The charitable rate is set by statute and remains unchanged.

It is important to note that under the Tax Cuts and Jobs Act, taxpayers cannot claim a miscellaneous itemized deduction for unreimbursed employee travel expenses. Taxpayers also cannot claim a deduction for moving expenses, except members of the Armed Forces on active duty moving under orders to a permanent change of station. For more details see Notice-2019-02.

The standard mileage rate for business use is based on an annual study of the fixed and variable costs of operating an automobile. The rate for medical and moving purposes is based on the variable costs.

Taxpayers always have the option of calculating the actual costs of using their vehicle rather than using the standard mileage rates.

A taxpayer may not use the business standard mileage rate for a vehicle after using any depreciation method under the Modified Accelerated Cost Recovery System (MACRS) or after claiming a Section 179 deduction for that vehicle. In addition, the business standard mileage rate cannot be used for more than four vehicles used simultaneously. These and other limitations are described in section 4.05 of Rev. Proc. 2010-51.



LARRY HOGAN
Governor

BOYD K. RUTHERFORD
Lieutenant Governor

DAVID R. BRINKLEY
Secretary

MARC L. NICOLE
Deputy Secretary

Privately Owned Vehicle Reimbursement Rates

The reimbursement rate for State employees who utilize their vehicles on authorized State business will be as follows:

* Effective January 1, 2019 – .58¢ per mile

The reimbursement rate for CY 2018 was – 54.5¢ per mile

For half-rate guidance, please refer to the State of Maryland Policies and Procedures for Vehicle Fleet Management section 8.2.01. The Policies and Procedures are located at:

http://dbm.maryland.gov/Documents/FleetManagementServices/fleet_mgmt_manual.pdf



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

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

OFFICE OF THE
COUNTY COMMISSIONERS

Worcester County

GOVERNMENT CENTER
ONE WEST MARKET STREET • ROOM 1103

SNOW HILL, MARYLAND

21863-1195

January 14, 2019

TO: Worcester County Commissioners
FROM: Karen Hammer, Office Assistant IV
SUBJECT: Upcoming Board Appointments - Terms Beginning January 1, 2019

Attached, please find copies of the Board Summary sheets for all County Boards or Commissions (9) which have current or upcoming vacancies (18 total). They are as follows: Adult Public Guardianship Board (3), Agricultural Reconciliation Board (3), Economic Development Advisory Board (1), Board of Library Trustees (1), Local Development Council for the Ocean Downs Casino (1), Property Tax Assessment Appeal Board (2), (with 3 nominees to Governor for each seat = 6 total nominees), Solid Waste Advisory Committee (2), Water and Sewer Advisory Council - Mystic Harbour (1), Commission for Women (4). I have circled the members whose terms have expired or will expire on each of these boards.

Please note that Roberta Baldwin, Director of Social Services made recommendations to reappoint Roberta Baldwin, Melissa Banks and to appoint Dr. Kenneth Widra to fill the vacancy created by the resignation of Dr. Arpon (see attached letter). Kirby Brewington, Secretary, Treasurer, Worcester County Farm Bureau made a recommendation to reappoint Mr. Dean Ennis to the Worcester County Agricultural Reconciliation Board (see attached letter). Liz Mumford, Co-Chair for The Worcester County Commission for Women is actively seeking to fill 4 positions, Ms. Lauren Mathias Williams (Berlin) resigned Nov. 27, 2018, Ms. Alice Jean Ennis (Pocomoke) is a non-renewal, Ms. Michelle Bankert (West Ocean City) and Ms. Nancy Fortney (Ocean City) term's have expired (see attached letter). Interest for Board appointments was generated by the County press release in December, attached are potential Board talent candidates. (See Appendix A in closed session)

p.5
p.7
p.16

Most of these Boards and Commissions specify that current members' terms will expire on December 31st. Current members will continue to serve beyond their term until they are either reappointed or a replacement is named. Please consider these reappointments or new appointments during January.

Pending Board Appointments - By Commissioner

District 1 - Nordstrom

- p. 10 - Local Development Council for Ocean Downs Casino (Ron Taylor)- 4-year
- p. 14 - Commission for Women (Alice Jean Ennis - At-Large) - 3-year

District 2 - Purnell

- p. 14 - Commission for Women - Resignation of Lauren Mathias Williams

District 3 - Church

- p. 13 -Water & Sewer Advisory Council-Mystic Harbour- Bay Vista I and Carol Ann Beres - Ocean Reef - 4 year
- p. 14 - Commission for Women (Michelle Bankert) - 3-year

District 4 - Elder

- p. 12 - Solid Waste Advisory Committee (George Dix) - 4-year

District 5 - Bertino

- p. 12 - Solid Waste Advisory Committee (James Rosenberg) - 4-year

District 6 - Bunting

All District Appointments Received. Thank you!
Please consider nominations for At-Large positions listed below - "All Commissioners"

District 7 - Mitrecic

- P. 8 - Economic Development Advisory Board (Greg Shockley) - 4-year
- p. 14 - Commission for Women (Nancy Fortney) - 3-year

All Commissioners

- p. 3 - (3) Adult Public Guardianship Board (Roberta Baldwin, Melissa Banks, Dr. Dia Arpon) - 3-year
- p. 6 - (2) Agricultural Reconciliation Board (Betty McDermott, Tom Babcock - At-Large) - 4-year
- p. 10 - (1) Local Development Council for Ocean Downs Casino
- p. 11 - (2) Property Tax Assessment Appeal Board (Robert D. Rose - Pocomoke area; Gary M. Flater - Snow Hill Area - alternate) - must submit 3 nominees for each seat to Governor for his consideration in making these appointments - 5-year (FYI - Governor is still considering Steve Rakow's nomination)

All Commissioners - (continued)

- p. 13 - (1) Water and Sewer Advisory Council - Mystic Harbour (Carol Ann Beres - Ocean Reef) - 4-year
- p. 14 - (1) Commission for Women (Alice Jean Ennis - At-Large-Pocomoke,)

All Commissioners (Awaiting Nominations)

- p. 6 - (1) Agricultural Reconciliation Board (Dean Ennis - Farm Bureau) - 4-year
- p. 9 - (1) Board of Library Trustees (Leslie Mulligam - Snow Hill) - upon nominations from Library Board - 5-year

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: 1 1/3 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>	
Roberta Baldwin	Local Dept. Rep. - Social Services	03-06-09-12-15, 15-18	↳ reappoint 2
Melissa Banks	Public Health Nurse	*02-03-06-09-12-15, 15-18	
Dr. Dia Arpon	Psychiatrist	*10-12-15, 15-18	→ Resigned
Dr. William Greer	Physician	07-10-13-16, 16-19	
Richard Collins	Lawyer	95-98-01-04-07-10-13-16, 16-19	
Nancy Howard	Lay Person	*17-19	
Connie Wessels	Lay Person	*15-16, 16-19	
Brandy Trader	Non-profit Soc. Service Rep.	*15-17, 17-20	
LuAnn Siler	Commission on Aging Rep.	17-20	
Jack Ferry	Professional in field of disabilities	*14-14-17, 17-20	
Thomas Donoway	Person with physical disability	017-20	

* = 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 Thomes
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)

Since 1972

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)
Pattie Tingle (15-16)
The Rev. Guy H. Butler (99-17)
Debbie Ritter (07-17)
Dean Perdue (08-17)

* = Appointed to fill an unexpired term



DEPARTMENT OF HUMAN SERVICES

Worcester County Department of Social Services

Roberta Baldwin Director

Dawn Jones Assistant Director Child Support

Jamie Manning Assistant Director Services

Ellen Payne Assistant Director Family Investment

Mary Beth Quillen Assistant Director Administration

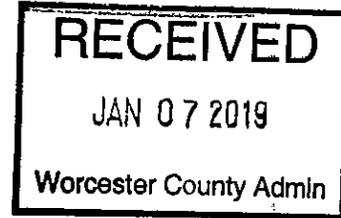
MAIN OFFICE 299 Commerce Street P.O. Box 39 Snow Hill, Maryland 21863

Telephone: 410-677-6800 Fax: 410- 677-6810 TTY: 410-677-6800

Website: www.dhr.maryland.gov/local-offices/worcester-county/

January 2, 2019

Diana Purnell, President Worcester County Office of the Commissioners Worcester County Government Center One West Market St., Room 1103 Snow Hill, MD 21863



RE: Appointment/Re-Appointment to the Adult Public Guardianship Review Board

Dear Ms. Purnell,

I am writing regarding APGRB Board membership of Roberta Baldwin and Melissa Banks. Both Ms. Baldwin and Ms. Banks were appointed to the Worcester County Advisory Board by the Worcester County Commissioners for a term to end in 2018. I am requesting consideration to re-appoint both members to another term to fulfill the requirements for Board membership. Below is the needed contact information:

Roberta Baldwin Worcester County Department of Social Services 299 Commerce Street Snow Hill, MD 21863

Melissa Banks Worcester County Health Department 4767 Snow Hill Road Snow Hill, MD 21863

Also, I would recommend the appointment of Dr. Kenneth Widra to fill the vacancy of which occurred with the resignation of Dr. Arpon. Dr. Widra is a full time psychiatrist employed with the Worcester County Health Department. Dr. Widra has been provided with information regarding his role and responsibility in accepting this Board membership. Dr. Widra can be contacted at:

Worcester County Health Department 6040 Public Landing Road Snow Hill, MD 21863

Please contact me if you would like to discuss this further. Thank you for your time with this matter.

Sincerely,

Roberta Baldwin

Roberta Baldwin, LCSW-C Director

Cc: Harold Higgins, Chief Administrative Officer Kelly Shannahan, Assistant Chief Administrative Officer

Larry Hogan, Governor • Boyd Rutherford, Lt. Governor • Lourdes R. Padilla, Secretary



AGRICULTURAL RECONCILIATION BOARD

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
- Edward A. Tudor, Director (410-632-1200, ext. 100)
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>
Betty McDermott	At-Large	No	Ocean Pines	*09-09-13, 13-17
Tom Babcock	At-Large	No	Whaleyville	14-18
Dean Ennis	Farm Bureau	Yes	Pocomoke	06-10-14, 14-18 <i>Reappoint</i>
Stacey Esham	Forestry Bd.	Yes	Berlin	12-16, 16-20
Brooks Clayville	Farm Bureau	Yes	Snow Hill	00-04-08-12-16, 16-20

Prior Members: Since 2000

Michael Beauchamp (00-06)
Phyllis Davis (00-09)
Richard G. Holland, Sr. (00-12)
Rosalie Smith (00-14)

Worcester County Farm Bureau

P.O. Box 357
Snow Hill, Maryland 21863
410-632-3329

worcestercountyfarmbureau@gmail.com

January 4, 2019

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

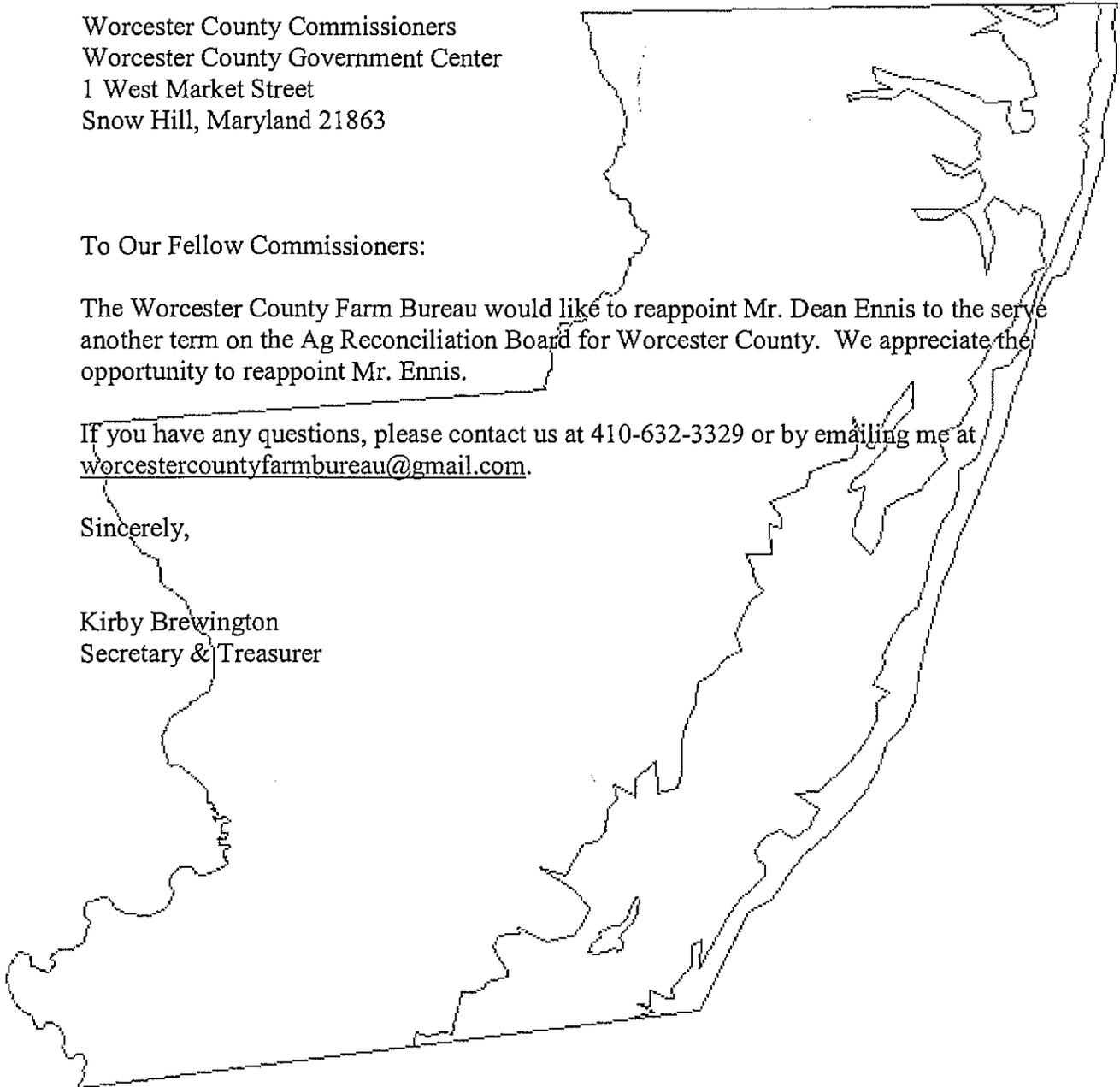
To Our Fellow Commissioners:

The Worcester County Farm Bureau would like to reappoint Mr. Dean Ennis to the serve another term on the Ag Reconciliation Board for Worcester County. We appreciate the opportunity to reappoint Mr. Ennis.

If you have any questions, please contact us at 410-632-3329 or by emailing me at worcestercountyfarmbureau@gmail.com.

Sincerely,

Kirby Brewington
Secretary & Treasurer



ECONOMIC DEVELOPMENT ADVISORY BOARD

Reference: County Commissioners' Resolutions of March 1976, 4/16/85, 9/16/97, 5/4/99 and 03-6 on 2/18/03

Appointed by: County Commissioners

Function: Advisory
Provide the County with advice and suggestions concerning the economic development needs of the County; review applications for financing; review Comprehensive Development Plan and Zoning Maps to recommend to Planning Commission appropriate areas for industrial development; review/comment on major economic development projects.

Number/Term: 7/4-Year - Terms expire December 31st

Compensation: \$50 per meeting as expense allowance

Meetings: At least quarterly, more frequently as necessary

Special Provisions: One member nominated by each County Commissioner
Members may be reappointed

Staff Contact: Economic Development Department - Kathryn Gordon (410-632-3112)

Current Members:

<u>Member's Name</u>	<u>Nominated By</u>	<u>Resides</u>	<u>Term(s)</u>
Greg Shockley	D-7, Mitrecic	Ocean City	14-18
Natoshia Collick Owens	D-2, Purnell	Ocean Pines	*15, 15-19
Tom Terry	D-5, Bertino	Ocean Pines	15-19
Marc Scher	D-1, Nordstrom	Pocomoke	*19-20
John Glorioso	D-3, Church	West Ocean City	08-12-16, 16-20
Ralph Shockley	D-4, Elder	Snow Hill	*08-09-13-17, 17-21
Robert Fisher	D-6, Bunting	Snow Hill	87-92-97-01-05-09-13-17, 17-21

Prior Members: Since 1972

George Gering	Mary Humphreys	Michael Avara (99-03)
Margaret Quillin	Theodore Brueckman	Annette Cropper (00-04)
Robert W. Todd	Shirley Pilchard	Billie Laws (91-08)
Charles Fulton	W. Leonard Brown	Anne Taylor (95-08)
E. Thomas Northam	Charles Nichols (92-97)	Mary Mackin (04-08)
Charles Bailey	Jeff Robbins (97-98)	Thomas W. Davis, Sr. (99-09)
Terry Blades	Colleen Smith (94-98)	Mickey Ashby (00-12)
Roy Davenport	Tommy Fitzpatrick (97-99)	Priscilla Pennington-Zytkowicz (09-14)
M. Bruce Matthews	John Rogers (92-98)	Barbara Purnell (08-15)
Barbara Tull	Jennifer Lynch (98-99)	Timothy Collins (03-15)
Tawney Krauss	Don Hastings (92-99)	Joshua Nordstrom (12-16)
Dr. Francis Ruffo	Jerry Redden (92-00)	William Sparrow (16-18)
William Smith	Keith Mason (98-00)	
Saunders Marshall	Bob Pusey (99-00)	
Elsie Marshall	Harold Scrimgeour (00-02)	
Halcolm Bailey	Scott Savage (98-03)	
Norman Cathell	Gabriel Purnell (91-03)	

* = Appointed to fill an unexpired term

BOARD OF LIBRARY TRUSTEES

Reference: PGL Education 23-403, Annotated Code of Maryland

Appointed by: County Commissioners (from nominees submitted by Board of Library Trustees)

Function: Supervisory
Responsible for the general control and development of the County library system. Oversees management of the libraries, assists in preparation of library budget and other fiscal matters, arranges for an annual audit, makes an annual report to the County Commissioners, make recommendations to the County Commissioners regarding library acquisitions/development.

Number/Term: 7/5 years
Terms expire December 31st

Compensation: None

Meetings: 1 per month except June, July, and August

Special Provisions: Nominees submitted by Library Board; Maximum 2 consecutive terms

Staff Contact: Library Director - Jennifer Ranck (410) 632-2600

Current Members:

<u>Name</u>	<u>Resides</u>	<u>Years of Term(s)</u>
Leslie Mulligan	Snow Hill	*17-18
Ron Cascio	Berlin	09-14, 14-19
Vivian Pruitt	Girdletree	09-14, 14-19
Holly Anderson	Newark	*10-11-16, 16-21
Nancy Howard	Ocean City	16-21
Donald James Bailey	Pocomoke	16-21
Rosemary S. Keech	Ocean Pines	12-17, 17-22

Prior Members: Since 1972

Herman Baker	Jere Hilbourn	Leola Smack (99-02)
Lieselette Pennewell	Janet Owens	Jean Tarr (94-04)
Edith Dryden	Ruth Westfall	Lois Sirman (01-06)
Clifford D. Cooper, Jr.	Helen Farlow	Amanda DeShields (00-07)
Klein Leister	Judy Quillin	David Nedrow (04-09)
Evelyn Mumford	Gay Showell	Belle Redden (99-09)
Ann Eschenburg	Susan Mariner	Beverly Dryden Wilkerson (06-10)
Barbara Ward	Jacqueline Mathias	John Staley (97-11)
Donald F. McCabe	Ann S. Coates (88-97)	James Gatling (01-11)
Fannie Russell	Jim Dembeck (91-97)	Shirley Dale (02-12)
Stedman Rounds	Bill Waters (88-98)	Edith Barnes (07-13)
Donald Turner	Geraldine Thweatt (97-98)	Richard Polhemus (11-16)
Sarah Dryden	Martha Hoover (87-99)	Richard Warner Davis (11-16)
L. Richard Phillips	Eloise Henry-Gordy (98-00)	Frederick Grant (13-17)
Barbara Bunting	William Cropper (91-01)	
Joanne Mason	Ms. Willie Gaddis (89-01)	

* = Appointed to fill an unexpired term

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

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
Maureen Howarth, 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>
Vacant (Ron Taylor °)	Dist. 1 - Nordstrom	Resident - Pocomoke	*09-10, 10-14
Mary Beth Carozza		Maryland Senator	14-18, 18-22
Wayne A. Hartman		Maryland Delegate	18-22
Charles Otto		Maryland Delegate	14-18, 18-22
Roxane Rounds	Dist. 2 - Purnell	Resident - Berlin	*14-15, 15-19
Michael Donnelly	Dist. 7 - Mitrecic	Resident - Ocean City	*16-19
Mark Wittmyer	At-Large	Business - Ocean Pines	15-19
Mayor Charlie Dorman	Dist. 4 - Elder	Resident - Snow Hill	12-16, 16-20
Rod Murray °	Dist. 6 - Bunting	Resident - Ocean Pines	*09-12-16, 16-20
Mayor Rick Meehan °	At-Large	Business - Ocean City	*09-12-16, 16-20
Mayor Gee Williams °	Dist. 3 - Church	Resident - Berlin	09-13-17, 17-21
Jim Rosenberg °	Dist. 5 - Bertino	Resident - Ocean Pines	09-13-17, 17-21
David Massey °	At-Large	Business - Ocean Pines	09-13-17, 17-21
Bobbi Sample	Ocean Downs Casino	Ocean Downs Casino	17-indefinite
Cam Bunting °	At-Large	Business - Berlin	*09-10-14-18, 18-22

Prior Members:

Since 2009

J. Lowell Stoltzfus ° (09-10)	Todd Ferrante ° (09-16)
Mark Wittmyer ° (09-11)	Joe Cavilla (12-17)
John Salm ° (09-12)	James N. Mathias, Jr. ° (09-18)
Mike Pruitt ° (09-12)	
Norman H. Conway ° (09-14)	
Michael McDermott (10-14)	
Diana Purnell ° (09-14)	
Linda Dearing (11-15)	

* = Appointed to fill an unexpired term/initial terms staggered
° = Charter Member

PROPERTY TAX ASSESSMENT APPEAL BOARD

Reference: Annotated Code of Maryland, Tax-Property Article, §TP 3-102

Appointed by: Governor (From list of 3 nominees submitted by County Commissioners)
- Nominees must each fill out a resume to be submitted to Governor
- Nominations to be submitted 3 months before expiration of term

Function: Regulatory
- Decides on appeals concerning: real property values and assessments, personal property valued by the supervisors, credits for various individuals and groups as established by State law, value of agricultural easements, rejection of applications for property tax exemptions.

Number/Term: 3 regular members, 1 alternate/5-year terms
Terms Expire June 1st

Compensation: \$15 per hour (maximum \$90 per day), plus travel expenses

Meetings: As Necessary

Special Provisions: Chairman to be designated by Governor

Staff Contact: Department of Assessments & Taxation (410-632-1196)

Current Members:

Robert D. Rose	Pocomoke City	*06-07, 07-12, 12-17
Gary M. Flater (Alternate)	Snow Hill	13-18
Larry R. Fry	Ocean Pines	*10-13-14 (alt.), 14-19
Arlene C. Page	Bishopville	18-23

C) = Chairman

Prior Members: Since 1972

Wilford Showell	Mary Yenny (98-03)
E. Carmel Wilson	Walter F. Powers (01-04)
Daniel Trimper, III	Grace C. Purnell (96-04)
William Smith	George H. Henderson, Jr. (97-06)
William Marshall, Jr.	Joseph A. Calogero (04-09)
Richard G. Stone	Joan Vetare (04-12)
Milton Laws	Howard G. Jenkins (03-18)
W. Earl Timmons	
Hugh Cropper	
Lloyd Lewis	
Ann Granados	
John Spurling	
Robert N. McIntyre	
William H. Mitchell (96-98)	
Delores W. Groves (96-99)	

* = Appointed to fill an unexpired term

Updated: November 7, 2018
Printed: January 14, 2019

SOLID WASTE ADVISORY COMMITTEE

Reference: County Commissioners' Resolution 5/17/94 and 03-6 on 2/18/03

Appointed by: County Commissioners

Function: Advisory
Review and comment on Solid Waste Management Plan, Recycling Plan, plans for solid waste disposal sites/facilities, plans for closeout of landfills, and to make recommendations on tipping fees.

Number/Term: 11/4-year terms; Terms expire December 31st.

Compensation: \$50 per meeting expense allowance, subject to annual appropriation

Meetings: At least quarterly

Special Provisions: One member nominated by each County Commissioner; and one member appointed by County Commissioners upon nomination from each of the four incorporated towns.

Staff Support: Solid Waste - Solid Waste Superintendent - Mike Mitchell - (410-632-3177)
Solid Waste - Recycling Coordinator - Mike McClung - (410-632-3177)
Department of Public Works - John Tustin - (410-632-5623)

Current Members:

<u>Member's Name</u>	<u>Nominated By</u>	<u>Resides</u>	<u>Years of Term(s)</u>
George Dix	D-4, Elder	Snow Hill	*10-10-14, 14-18
James Rosenberg	D-5, Bertino	Ocean Pines	*06-10-14, 14-18
Mike Poole	D-6, Bunting	Bishopville	11-15, 15-19
Michael Pruitt	Town of Snow Hill		*15, 15-19
Bob Augustine	D-3, Church	Berlin	16-20
Granville Jones	D-7, Mitrecic	Berlin	*15-16, 16-20
George Tasker	Town of Pocomoke City		*15-16, 16-20
Wendell Purnell	D-2, Purnell	Berlin	97-09-13-17, 17-21
Jamey Latchum	Town of Berlin		*17, 17-21
Steve Brown	Town of Ocean City		*10-13-17, 17-21
George Linvill	D-1, Nordstrom	Pocomoke	14-18, 18-22

Prior Members: (Since 1994)

Ron Cascio (94-96)	Richard Malone (94-01)	John C. Dorman (07-10)
Roger Vacovsky, Jr. (94-96)	William McDermott (98-03)	Robert Hawkins (94-11)
Lila Hackim (95-97)	Fred Joyner (99-03)	Victor Beard (97-11)
Raymond Jackson (94-97)	Hugh McFadden (98-05)	Mike Gibbons (09-14)
William Turner (94-97)	Dale Pruitt (97-05)	Hank Westfall (00-14)
Vernon "Corey" Davis, Jr. (96-98)	Frederick Stiehl (05-06)	Marion Butler, Sr. (00-14)
Robert Mangum (94-98)	Eric Mullins (03-07)	Robert Clarke (11-15)
Richard Rau (94-96)	Mayor Tom Cardinale (05-08)	Bob Donnelly (11-15)
Jim Doughty (96-99)	William Breedlove (02-09)	Howard Sribnick (10-16)
Jack Peacock (94-00)	Lester D. Shockley (03-10)	Dave Wheaton (14-16)
Hale Harrison (94-00)	Woody Shockley (01-10)	

* = Appointed to fill an unexpired term

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

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

Appointed by: County Commissioners

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

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

Compensation: Expense allowance for meeting attendance as authorized in the budget.

Meetings: Monthly or As-Needed

Special Provisions: Must be residents of Mystic Harbour Service Area

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

Current Members:

<u>Member's Name</u>	<u>Resides</u>	<u>Years of Term(s)</u>
Carol Ann Beres	Ocean Reef	14-18
Joseph Weitzell ^C	Mystic Harbour	05-11-15, 15-19
Bob Hunt	Deer Point	*06-11-15, 15-19
David Dypsky	Teal Marsh Center	*10-12-16, 16-20
Stan Cygam	Whispering Woods	*18-20
Martin Kwesko	Mystic Harbour	13-17, 17-21
Richard Jendrek ^C	Bay Vista I	05-10-14-18, 18-22

Prior Members: (Since 2005)

- John Pinnero^C (05-06)
- Brandon Phillips^C (05-06)
- William Bradshaw^C (05-08)
- Buddy Jones (06-08)
- Lee Trice^C (05-10)
- W. Charles Friesen^C (05-13)
- Alma Seidel (08-14)
- Gerri Moler (08-16)
- Mary Martinez (16-18)

^C = Charter member - Initial Terms Staggered in 2005
* = Appointed to fill an unexpired term

COMMISSION FOR WOMEN

Reference: Public Local Law CG 6-101

Appointed by: County Commissioners

Function: Advisory

Number/Term: 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: Michelle Bankert and Liz Mumford, Co-Chair
 Worcester County Commission for Women - P.O. Box 1712, Berlin, MD 21811

Current Members:

<u>Member's Name</u>	<u>Nominated By</u>	<u>Resides</u>	<u>Years of Term(s)</u>
Alice Jean Ennis	At-Large	Pocomoke	14-17
Michelle Bankert	D-3, Church	West Ocean City	*14-15, 15-18
Nancy Fortney	D-7, Mitrecic	Ocean City	12-15, 15-18
Hope Carmean	D-4, Elder	Snow Hill	*15-16, 16-19
Mary E. (Liz) Mumford	At-Large	Ocean City	*16, 16-19
Julie Phillips	Board of Education		13-16, 16-19
Shannon Chapman	Dept of Social Services		*17-19
Tamara White	D-1, Lockfaw	Pocomoke City	17-20
Vanessa Alban	D-5, Bertino	Ocean Pines	17-20
Terri Shockley	At-Large	Snow Hill	17-20
Kelly O'Keane	Health Department		17-20
Cristi Graham	Public Safety - Sheriff's Office		17-20
Teola Brittingham	D-2, Purnell	Berlin	*16-18, 18-21
Bess Cropper	D-6, Bunting	Berlin	15-18, 18-21
Lauren Mathias Williams	At-Large	Berlin	*16-18, 18-21 → resigned

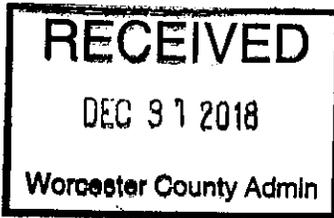
Prior Members: Since 1995

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

* = Appointed to fill an unexpired term
 c = Charter member

Prior Members: Since 1995 (continued)

Dr. Mary Dale Craig (02-06)
Dee Shorts (04-07)
Ellen Payne (01-07)
Mary Beth Quillen (05-08)
Marge SeBour (06-08)
Meg Gerety (04-07)
Linda Dearing (02-08)
Angela Hayes (08)
Susan Schwarten (04-08)
Marilyn James (06-08)
Merilee Horvat (06-09)
Jody Falter (06-09)
Kathy Muncy (08-09)
Germaine Smith Garner (03-09)
Nancy Howard (09-10)
Barbara Witherow (07-10)
Doris Moxley (04-10)
Evelyne Tyndall (07-10)
Sharone Grant (03-10)
Lorraine Fasciocco (07-10)
Kay Cardinale (08-10)
Rita Lawson (05-11)
Cindi McQuay (10-11)
Linda Skidmore (05-11)
Kutresa Lankford-Purnell (10-11)
Monna Van Ess (08-11)
Barbara Passwater (09-12)
Cassandra Rox (11-12)
Diane McGraw (08-12)
Dawn Jones (09-12)
Cheryl K. Jacobs (11)
Doris Moxley (10-13)
Kutresa Lankford-Purnell (10-12)
Terry Edwards (10-13)
Dr. Donna Main (10-13)
Beverly Thomas (10-13)
Caroline Bloxom (14)
Tracy Tilghman (11-14)
Joan Gentile (12-14)
Carolyn Dorman (13-16)
Arlene Page (12-15)
Shirley Dale (12-16)
Dawn Cordrey Hodge (13-16)
Carol Rose (14-16)
Mary Beth Quillen (13-16)
Debbie Farlow (13-17)
Corporal Lisa Maurer (13-17)
Laura McDermott (11-16)
Charlotte Cathell (09-17)
Eloise Henry-Gordy (08-17)



Worcester County Commission for Women

P.O. Box 1712
Berlin, Maryland
21811

Ms. Diana Purnell
President
Worcester County Commissioners
One West Market Street
Snow Hill, Maryland 21863-1195

December 26, 2018

Dear Ms. Purnell:

The following openings exist on the Commission for Women, effective immediately:

- District 1 — Pocomoke — At Large Non-renewal — Ms. Alice Jean Ennis
- District 3 — West Ocean City Term Expiry — Ms. Michelle Bankert
- District 6 — Berlin — At Large Resignation — ~~Ms. Lauren Mathias Williams~~
(effective 11/27/18)

The present members of the Women's Commission are actively looking for qualified members to fill these positions from the respective districts. Thank you for your support in this endeavor!

If you have any questions, I can be reached at 443-614-0719.

Sincerely,

Mrs. Liz Mumford
Co-Chair

* Note - Nancy Fortney (Ocean City) was not on this letter (oversight)

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



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

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

OFFICE OF THE
COUNTY COMMISSIONERS

Worcester County

GOVERNMENT CENTER
ONE WEST MARKET STREET • ROOM 1103

SNOW HILL, MARYLAND

21863-1195

January 16, 2019

TO: Worcester County Commissioners
FROM: Kelly Shannahan, Assistant Chief Administrative Officer *KL*
SUBJECT: Long-Term Volunteer Board Member Recognition

Following up on your request to recognize long-term volunteers serving on County boards for Worcester County, we propose to recognize these volunteers at your meeting on Tuesday, April 2, 2019 which is just prior to Volunteer Appreciation Week from April 7-13, 2019. At that time, you could issue a proclamation declaring April 7-13 as Volunteer Appreciation Week in Worcester County followed by presentation of individual Commendations to each County board member who has served at least 10-years, or 6-years in the case of the Commission for Women since their members are term limited (in accordance with their bylaws) and may only serve a maximum of two consecutive 3-year terms. Thereafter, we propose to recognize long-term volunteer board members each year on their 10-year, 15-year, 20-year or 25-year anniversary at your first meeting in April coinciding with Volunteer Appreciation Week.

I look forward to discussing this matter with you further at your next meeting. Upon your approval, we will make the necessary plans and arrangements for the presentations on April 2, 2019.

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



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

COMMISSIONERS
DIANA PURNELL, PRESIDENT
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OFFICE OF THE
COUNTY COMMISSIONERS

Worcester County

GOVERNMENT CENTER
ONE WEST MARKET STREET • ROOM 1103

SNOW HILL, MARYLAND

21863-1195

To: County Commissioners
From: Maureen Howarth, County Attorney *MH*
Date: January 15, 2018
Re: Open Meetings Designation

As you are aware, a public body must designate a member, officer or employee to take training in the Open Meetings Act. Additionally, public bodies that wish to hold closed meetings must designate a member for training. Both Kelly Shannahan, Assistant Chief Administrative Officer, and I have both received the training and could be designated as the employees. As to the member of the body to designate, I suggest the President, Diana Purnell and the Vice President, Joe Mitrecic, both of whom have been trained. These designations can be done by one motion. We can designate any other person you wish, including all members of the Commission.

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



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

COMMISSIONERS
DIANA PURNELL, PRESIDENT
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ANTHONY W. BERTINO, JR.
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JAMES C. CHURCH
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JOSHUA C. NORDSTROM

OFFICE OF THE
COUNTY COMMISSIONERS

Worcester County

GOVERNMENT CENTER
ONE WEST MARKET STREET • ROOM 1103

SNOW HILL, MARYLAND

21863-1195

To: Harold Higgins, Chief Administrative Officer

From: Maureen Howarth, County Attorney *MH*

Date: January 15, 2019

Re: Verizon- Ocean Pines Wastewater Treatment Plant Tower

I have been contacted by Calvert Crossland and Verizon regarding their desire to lease land at our Ocean Pines Wastewater Treatment Plant for a cell tower. Calvert and Verizon are requesting the opportunity to perform a publicly advertised "Balloon Test" at the Ocean Pines Wastewater Treatment Plant to display the height of the tower. This will allow the community to observe the simulation of any visual impact. This test will also allow Calvert and Verizon to create "Photo Simulations" of the tower. Additionally, Calvert and Verizon would like to host one or more community meetings in Ocean Pines to discuss the details of the proposed tower and to answer any questions the community may have. Please review these requests. Thank you.

Maureen L. Howarth

From: Reinauer, David W <david.reinauer@verizonwireless.com>
Sent: Thursday, December 27, 2018 5:54 PM
To: Maureen L. Howarth
Cc: Barb Pivec
Subject: Email for Commissioners Summary - Ocean Pines Sewer Treatment Plant

Follow Up Flag: Flag for follow up
Flag Status: Completed

Dear Maureen,

Thank you for the time and consideration this month. Verizon Wireless was glad to provide the network propagation maps detailing our network needs for the Commissioners. We are here to answer any questions the Commissioners have regarding the development and the lease. On our behalf Barb Pivec and Calvert Crossland has recommended that they perform a publicly advertised "Balloon Test", provide "Photo Simulations" and host one or more Community Meetings in Ocean Pines and the surrounding area. By January 3rd she will be transmitting to you for the Commissioners additional information recapping the site development history and information on why this location is important.

As discussed before; the increase in height to 160 feet was a reserve and accommodate the County EMS Equipment and to allow for better colocation viability for the community. Without the need for EMS reserve and if in the end, the Commissioners require a reduction, Verizon's needs can be minimally met with an antenna mounting height of 111 feet, which would require a 115-foot tower.

Ultimately after further consideration of the information provided today and next week, discussions on and with the communities input, we would then like to ask for the Counties reconsideration of the lease.

Regards,

David W. Reinauer
Verizon Wireless
Manager - Real Estate - Network Implementation, PMP
10170 Junction Drive, Floor 3-283C
Annapolis Junction, Maryland 20701
M. 443-386-0025
David.Reinauer@verizonwireless.com

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DEPARTMENT OF
DEVELOPMENT REVIEW AND PERMITTING

Worcester County

GOVERNMENT CENTER
ONE WEST MARKET STREET, ROOM 1201
SNOW HILL, MARYLAND 21863
TEL: 410-632-1200 / FAX: 410-632-3008
www.co.worcester.md.us/drp/drpindex.htm

ADMINISTRATIVE DIVISION
CUSTOMER SERVICE DIVISION
TECHNICAL SERVICE DIVISION

ZONING DIVISION
BUILDING DIVISION
DATA RESEARCH DIVISION

JAN 15 2018

MEMORANDUM

TO: Harold L. Higgins, Chief Administrative Officer
FROM: Edward A. Tudor, Director *E.A.T.*
Jeff McMahon, Fire Marshal *JM*
DATE: January 15, 2019
RE: Residential Fire Sprinkler Requirements

Pursuant to your direction we have jointly worked to prepare this memorandum relative to the requirement of State Law to provide automatic fire sprinkler systems in all new dwellings in the State. It is our understanding that your request results from information that Allegany County is not requiring such systems in new residential dwellings. We confirmed that this is indeed the case and offer the following information regarding the situation. We will begin with a brief recap of the history of the residential fire sprinkler requirement and the pertinent provisions of State Law, followed by a short discussion of their impacts on construction and, finally, our recommendations on fire sprinklers in general.

The adoption of the Building Code is driven by State Law, specifically in the Public Safety Article, Title 12, Subtitle 5, Maryland Building Performance Standards, and the regulations adopted pursuant to that Article in COMAR 05.02.07. The Standards as outlined in COMAR are what establish the specific version of the International Building Codes that is in effect in the State, currently the 2015 edition. The requirements of the Public Safety Article determine when the local jurisdictions must adopt the new versions of the Codes and what local amendments local jurisdictions may or may not make to the Codes. These requirements are then mirrored in COMAR 05.02.07. Currently, pursuant to Subsection 12-505(a) of the Public Safety Article, each local jurisdiction shall adopt the most current version of the standards no later than 12 months after the Codes are adopted by the State. Subsection 12-504(a) stipulates that local jurisdictions **may not** adopt local amendments that weaken the energy conservation and efficiency provisions, the automatic fire sprinkler system requirements or the wind design and wind-borne debris provisions of the standards.

P.4

With specific regard to the Building Code and the requirement for residential fire sprinklers, the requirement first appeared in the 2006 edition of the International Residential Code as Appendix P. It was not until the 2009 edition of the Code that the requirement appeared in the general portion of the Code. In the 2009 edition the Code required that automatic fire sprinkler systems be installed in all dwellings built after January 1, 2011. The 2012 and 2015

editions of the Code carried forward the requirement. When the 2012 edition of the Code was adopted by the State, local jurisdictions were allowed to “opt out” of the requirement for stick-built and manufactured homes. However, modular homes were required to provide the systems because they are regulated by the State under the Industrialized Buildings and Manufactured Homes Act and continue to be regulated as such and subject to the fire sprinkler requirements. Our ability to “opt out” of the requirement was subsequently eliminated by State Law with the adoption of the 2015 edition of the Building Code. We began enforcing the requirements of the 2015 International Building Codes on July 1, 2015.

As we understand it, Allegany County is still operating under the 2009 edition of the Building Code. Based upon our reading of the State Law, not only are they in violation for not enforcing the residential fire sprinkler requirement at all but they also appear to be in violation for not adopting the most recent edition of the Code, currently the 2015 edition, as required by State Law. Based upon the information above, we believe Worcester County would also be in direct violation of State Law if we not enforce the sprinkler requirements as we do now. We believe it is important to point out as well that even if the County Commissioners were to decide that we are not to enforce the sprinkler requirements, the decision would not impact manufactured or modular homes because they are regulated by the State under a different provision of State Law. We believe this would put the suppliers of those housing types at a significant disadvantage, just as it did during the time period from 2012 to 2015 when we opted out of the sprinkler requirement.

Certainly there is a lot of debate with regard to the costs and benefits of residential fire sprinkler systems. The additional costs certainly are more significant for those homes constructed on private water systems. We do believe costs have dropped as competition has increased in the industry. Single family dwelling permits have not shown any impact from the sprinkler requirement. In fact, their numbers have steadily increased each year since the requirement became effective on July 1, 2015. The 2015 calendar year permits were highest due to a number of individuals filing applications for permits prior to the July 1st deadline to avoid the requirement. We both agree, however, that residential fire sprinklers are an important part of fire safety along with smoke and carbon monoxide detectors.

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We believe it is important to talk briefly about some of the things that drove the Building Codes to include a requirement for residential fire sprinklers. In years past, most single family homes were constructed completely with solid lumber. Floor plans generally consisted of compartmentalized design, with a number of smaller rooms each having access by a door. Houses were generally furnished with solid wood furniture and natural materials. As time went by and the price of solid lumber increased, more and more homes began to be constructed with lightweight manufactured wood products. These construction materials consist of what before would have been wood waste, such as chips and sawdust, bound together with glue. Their burn characteristics are much different than the solid wood material in the past. At the same time, modern homes have moved away from the compartmentalized construction of the past to open floor plans with large open areas and high ceilings which lend themselves to a much faster spread of fire. Additionally, modern homes are furnished and equipped with items that are made from more artificial materials. Just like the decrease in solid wood framing materials, today's furnishings are made of plastics and composite materials that burn faster and generate more smoke and toxic fumes.

An argument can certainly be made that perhaps the decision on equipping a newly constructed home with sprinklers should be the decision of the person building the home. If a buyer or builder educated on the risks and rewards relative to fire sprinklers chooses not to install

them, why shouldn't it be their choice? But we ask that you consider an analogy. State Law requires every passenger in a motor vehicle to wear a seat belt and every motorcycle rider to wear a helmet. Obviously they are not as expensive as a fire sprinkler system but the safety they provide is monumental relative to the risk. Failure to use these items can also place a greater burden on society in general should an uninsured or underinsured individual sustain significant injuries that then require public assistance. While this is certainly a possibility with regard to a home, there is another important component that can be affected as well. That component is the firefighters and other public safety personnel that respond to fire emergencies. Not only does an un-sprinklered home place them at greater risk when they enter a burning home to rescue the inhabitants, suppress the fire or try to save cherished family pets or belongings, it places a greater burden on public services. When equipped with an automatic fire sprinkler system, structure fires are extinguished much more rapidly, the spread of the fire can be diminished or eliminated and the occupants given greater time to exit the structure. All of these factors can help to reduce the burden on public safety personnel and equipment. As shown on the attached statistics and management activity report for Worcester County (excluding Ocean City) as supplied by the Maryland State Fire Marshal's Office, one- and two-family dwelling fires had the longest average response times, the highest frequency percentage and consumed by far the most amount of man hours necessary to respond and fight a dwelling fire. We have much research and information on residential sprinkler systems, both for and against, should any of the County Commissioners desire to see it.

p. 32

One additional piece of information that we feel may be of relevance pertains to the County's Building Code review and rating from the Insurance Services Office (ISO). The ISO is an advisory and rating agency that provides information to the insurance industry regarding Fire and Building Codes among other data. You are probably most familiar with their evaluations and ratings concerning the local fire companies. We routinely work with them on these cases. In addition, however, they evaluate local jurisdictions' administration and enforcement of the Building and Fire Codes on an approximate five year cycle. This results in a report known as our Building Code Effectiveness Grading Schedule. This information is then made available to insurers for use in setting homeowners' insurance rates. Significant deductions on scoring can result from major deviations in the enforcement of the provisions of the published codes. Reevaluations mid-review cycle are possible should the ISO become aware of such major deviations. When last reviewed in 2014, we took great pains to ensure that our ratings did not slip.

Based on all the information contained herein, it is our joint opinion that Worcester County should not ignore the requirements of State Law and Regulation relative to this issue. If the County Commissioners feel that this requirement is worthy of modification, we recommend that they urge our local legislative delegation to introduce legislation at the State level and ensure that it applies the same standard to the entire housing industry and does not unfairly burden the modular home sector and/or support any similar legislation as they did in 2016.

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

Attachments

cc: Matt Owens, Deputy Fire Marshal
Bill Bradshaw, Building Administrator/County Engineer

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Maryland Code > Public Safety > § 12-504

Maryland Code, Public Safety 12-504

Current as of: 2018 | *Check for updates* | *Other versions*

(a) (1) A local jurisdiction may adopt local amendments to the Standards if the local amendments do not:

(i) prohibit the minimum implementation and enforcement activities set forth in § 12-505 of this subtitle;

(ii) weaken energy conservation and efficiency provisions contained in the Standards;

(iii) except as provided in paragraph (3) of this subsection, weaken the automatic fire sprinkler systems provisions for townhouses and one- and two-family dwellings contained in the Standards; or

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(iv) weaken wind design and wind-borne debris provisions contained in the Standards.

(2) (i) Regardless of whether the International Green Construction Code is adopted by the Department under § 12-503(d) of this subtitle, a local jurisdiction may adopt the International Green Construction Code.

(ii) A local jurisdiction may make local amendments to the International Green Construction Code.

(3) Paragraph (1)(iii) of this subsection does not apply to:

(i) standards governing issuance of a building permit for a property not connected to an electrical utility; or

(ii) until January 1, 2016, standards governing issuance of a building permit for a new one- or two-family dwelling constructed on:

1. a lot subject to a valid unexpired public works utility agreement that was executed before March 1, 2011; or

2. a lot served by an existing water service line from a water main to the property line that:

A. is less than a nominal 1-inch size;

B. is approved and owned by the public or private water system that owns the mains;

C. was installed before March 1, 2011; and

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D. is fully operational from the public or private main to a curb stop or meter pit located at the property line.

(b) If a local jurisdiction adopts a local amendment to the Standards, the Standards as amended by the local jurisdiction apply in the local jurisdiction.

(c) If a local amendment conflicts with the Standards, the local amendment prevails in the local jurisdiction.

(d) A local jurisdiction that adopts a local amendment to the Standards shall ensure that the local amendment is adopted in accordance with applicable local law.

(e) To keep the database established under this subtitle current, a local jurisdiction that adopts a local amendment to the Standards shall provide a copy of the local amendment to the Department:

(1) at least 15 days before the effective date of the amendment; or

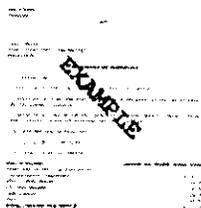
(2) within 5 days after the adoption of an emergency local amendment.

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Maryland Code > Public Safety > § 12-505

Maryland Code, Public Safety 12-505

Current as of: 2018 | *Check for updates* | *Other versions*

(a) (1) (i) Each local jurisdiction shall implement and enforce the most current version of the Standards and any local amendments to the Standards.

(ii) Any modification of the Standards adopted by the State after December 31, 2009, shall be implemented and enforced by a local jurisdiction no later than 12 months after the modifications are adopted by the State.

(2) At a minimum, the local jurisdiction shall ensure that implementation and enforcement of the Standards includes:

(i) review and acceptance of appropriate plans;

(ii) issuance of building permits;

(iii) inspection of the work authorized by the building permits; and

(iv) issuance of appropriate use and occupancy certificates.

(3) Each local jurisdiction shall determine the manner in which the minimum implementation and enforcement activities of this subsection are carried out.

(b) (1) Except as otherwise provided in this subsection, the county in which a building or structure is located shall implement and enforce the Standards for that building or structure in accordance with this subtitle.

(2) (i) A municipal corporation that did not adopt a building code on or before October 1, 1992, may elect to implement and enforce the Standards in accordance with this subtitle for buildings or structures located in the municipal corporation.

(ii) If a municipal corporation elects to implement and enforce the Standards under this paragraph, the county in which the municipal corporation is located is not responsible for implementation and enforcement of the Standards in the municipal corporation.

(3) A county that did not adopt a building code on or before October 1, 1992, shall implement and enforce the Standards in the county unless it elects to negotiate with a municipal corporation in the county to have the municipal corporation implement and enforce the Standards in the county.

(4) A municipal corporation that adopted a building code on or before October 1, 1992, shall implement and enforce the Standards in the municipal corporation unless it elects to negotiate with the county in which the municipal corporation is located to have the county implement and enforce the Standards in the municipal corporation.

(c) A local jurisdiction may charge fees necessary to cover the cost of implementation and enforcement of the Standards and any local amendments to the Standards.

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- Code of Maryland Regulations (Last Updated: December 5, 2018)
 - Title 05. Department of Housing & Community Development
 - Subtitle 02. BUILDING AND MATERIAL CODES
 - Chapter 05.02.07. Maryland Building Performance Standards

Sec. 05.02.07.04. Incorporation by Reference

Latest version.

A. In this chapter, the following documents are incorporated by reference:

(1) 2015 International Building Code (International Code Council, 500 New Jersey Avenue, N.W., 6th Floor, Washington, DC 20001);

(2) 2015 International Residential Code for One- and Two-Family Dwellings (International Code Council, 500 New Jersey Avenue, N.W., 6th Floor, Washington, DC 20001);

(3) 2015 International Energy Conservation Code (International Code Council, 500 New Jersey Avenue, N.W., 6th Floor, Washington, DC 20001); and

(4) 2012 International Green Construction Code (International Code Council, 500 New Jersey Avenue, N. W., 6th Floor, Washington DC 20001).

B. Modifications to the 2015 International Building Code.

(1) Chapter 1. Add note to Chapter 1 of the IBC: Local jurisdictions are responsible for the implementation and enforcement of the Maryland Building Performance Standards. Refer to each local jurisdiction for local amendments to Chapter 1 of the IBC. Each local jurisdiction having authority shall establish, on or before the application date in Regulation .06 of this chapter, implementation and enforcement procedures that include:



extent the requirements meet or exceed the requirements set forth in COMAR 05.02.02.

(7) Chapter 24. The requirements for safety glazing set forth in Public Safety Article, Title 12, Subtitle 4, Annotated Code of Maryland, are in addition to Chapter 24, Section 2406 of the IBC related to safety glazing. In the event of a conflict between Chapter 24 of the IBC and the Annotated Code of Maryland, the requirements of the Annotated Code of Maryland prevail.

(8) Chapter 27. ELECTRICAL. Add note to Section 2701.1 Scope: The subject matter of this chapter is not within the scope of the Maryland Building Performance Standards. For the applicable electrical requirements, refer to the local electrical code and the National Electrical Code as adopted and enforced by the State Fire Marshal, authorized fire officials, or building officials pursuant to the provisions of Public Safety Article, Title 12, Subtitle 6, Annotated Code of Maryland.

(9) Chapter 28. MECHANICAL SYSTEMS. Add note to Section 2801.1 Scope: The subject matter of this chapter is not within the scope of the Maryland Building Performance Standards. For the applicable requirements concerning the mechanical systems, refer to the local mechanical code and the mechanical code adopted pursuant to the provision of Business Regulation Article, §9A-205, Annotated Code of Maryland.

(10) Chapter 29. PLUMBING SYSTEMS. Add note to Section 2901.1 Scope: The subject matter of this chapter is not within the scope of the Maryland Building Performance Standards. For the applicable requirements concerning the plumbing systems, refer to the local plumbing code and the plumbing code adopted pursuant to the provisions of Business Occupations and Professions Article, Title 12, Annotated Code of Maryland.

(11) Chapter 30. The provisions of Chapter 30 of the IBC relate to elevators and conveying systems and are in addition to and not instead of the requirements set forth in Public Safety Article, Title 12, Subtitle 8, Annotated Code of Maryland. In the event of a conflict between the IBC and the Annotated Code of Maryland, the provisions of the Annotated Code of Maryland prevail.

(12) Chapter 34.

Add the following exception to section 3401.1 Scope:



(2) Add a note to Section 405.2.3 Specific Application Controls: For the new construction of hotels:

(a) Each hotel guest room shall be equipped with a master control device that automatically turns off the power to all of the lighting fixtures in the guest room no more than 30 minutes after the room has been vacated; and

(b) A master control device may also control the heating, ventilation, or air conditioning default settings in hotel guest rooms 30 minutes after a room has been vacated by:

(i) Increasing the set temperature by at least 3 degrees Fahrenheit when in the air conditioning mode; or

(ii) Decreasing the set temperature by at least 3 degrees Fahrenheit when in the heating mode.

E. The Department encourages:

(1) Home builders to construct new high performance homes; and

(2) Local jurisdictions to amend these standards to allow builders to construct high performance homes.

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- Code of Maryland Regulations (Last Updated: December 5, 2018)
 - Title 05. Department of Housing & Community Development
 - Subtitle 02. BUILDING AND MATERIAL CODES
 - Chapter 05.02.07. Maryland Building Performance Standards

Sec. 05.02.07.05. Maryland Building Performance Standards

Latest version.

A. The IBC, IRC, and IECC, as modified in Regulation .04 of this chapter, shall constitute the Maryland Building Performance Standards.

B. Local Amendments.

(1) Each local jurisdiction:

(a) May by local amendment modify the provisions of the Standards to address conditions peculiar to the local jurisdiction's community;

(b) May adopt and amend the IGCC to be part of the Standards applicable in the local jurisdiction.

(c) May not adopt any amendments that weaken the requirements of the IECC or Chapter 13 of the IBC;

(d) Except as set forth in Public Safety Article, §12-504(a)(1)(iii), Annotated Code of Maryland, may not adopt any amendments that weaken the automatic fire sprinkler systems provisions for townhouses and one- and two-family dwellings contained in the Standards; and

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- (e) May not adopt amendments that weaken the wind design and windborne debris provisions contained in the Standards.
- (2) If a local jurisdiction adopts a local amendment, the Standards as amended by the local jurisdiction shall apply in that local jurisdiction.
- (3) If a local amendment conflicts with the provisions of the Standards, the provisions of the local amendment shall prevail in the local jurisdiction.
- (4) Local amendments shall be submitted to the Department:
 - (a) At least 15 days before the effective date of the amendment; or
 - (b) In the case of an emergency adoption of a local amendment, within 5 days after the local amendment's adoption.

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 - Title 05. Department of Housing & Community Development
 - Subtitle 02. BUILDING AND MATERIAL CODES
 - Chapter 05.02.07. Maryland Building Performance Standards

Sec. 05.02.07.08. Enforcement of the Standards

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Enforcement of the Standards shall be the responsibility of the local jurisdiction in which the building or structure is located.

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WESTLAW Maryland Code and Court Rules[Home Table of Contents](#)

§ 12-305. Standards for industrialized buildings and manufactured homes
West's Annotated Code of Maryland
Public Safety

West's Annotated Code of Maryland
Public Safety (Refs & Annos)
Title 12. Building and Material Codes; Other Safety Provisions (Refs & Annos)
Subtitle 3. Industrialized Buildings and Manufactured Homes (Refs & Annos)

MD Code, Public Safety, § 12-305
Formerly cited as MD CODE Art. 83B, § 6-203; MD CODE Art. 83B, § 6-207

§ 12-305. Standards for industrialized buildings and manufactured homes

Currentness

Industrialized buildings--In general**(a) The Department:**

(1) shall adopt regulations that set standards to which industrialized buildings shall comply to protect against the hazards of industrialized buildings to safety, health, and property;

(2) may adopt regulations that govern the enforcement, inspection, and certification programs authorized by this subtitle; and

(3) with respect to industrialized buildings, shall adopt the Maryland Building Performance Standards¹ with exceptions or modifications that, after adequate public notice and public hearing, the Department considers appropriate to meet the needs and judgments of the State.

Industrialized buildings--Acceptance of new materials and methods

(b)(1) If practical, the regulations that set standards for industrialized buildings shall be stated in terms of required levels of performance to facilitate the prompt approval of acceptable new building materials and methods.

(2) If generally recognized standards of performance are not available, the regulations shall provide for acceptance of materials and methods whose performance has been determined by the Department, on the basis of reliable test and evaluation data presented by the proponent, to be substantially equal in safety to the materials and methods specified when used for the purpose and in the manner recommended.

Industrialized buildings--Pamphlets

(c)(1) The Department shall have printed and keep in pamphlet form the regulations that set standards for industrialized buildings.

(2) The pamphlets shall be provided at cost to the public on request.

Manufactured home construction or safety

(d) The Department may adopt regulations that relate to issues of construction or safety of manufactured homes for which a federal standard has not been established and which are not reserved to a local government under § 12-303 of this subtitle.

Credits

Added by Acts 2003, c. 5, § 2, eff. Oct. 1, 2003.

Editors' Notes**LEGISLATIVE NOTES**

Revisor's Note (Acts 2003, c. 5):

This section is new language derived without substantive change from former Art. 83B, §§ 6-203(a), (b), and (c) and 6-207 (b).

Throughout this section, the former reference to "rules" is deleted as included in the reference to "regulations". See General Revisor's Note to article.

In subsection (a)(2) of this section, the former reference to "all aspects of" the enforcement, inspection, and certification programs is deleted as surplusage.

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§ 12-312. Enforcement of Manufactured Home Construction and Safety Standards Act
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 Subtitle 3. Industrialized Buildings and Manufactured Homes (Refs & Annos)

MD Code, Public Safety, § 12-312
 Formerly cited as MD CODE Art. 83B, § 6-207

§ 12-312. Enforcement of Manufactured Home Construction and Safety Standards Act

Currentness

In general

(a) The Department may act as necessary or desirable to carry out a State plan of enforcement under the Manufactured Home Construction and Safety Standards Act.¹

Specific authority

(b) The authority of the Department under subsection (a) of this section includes the authority to:

(1) contract with or accept grants from the Department of Housing and Urban Development, the National Conference of States on Building Codes and Standards, their successors, or other similar organizations with respect to the enforcement of manufactured home standards and perform the undertakings and conditions of the contract or grant;

(2) engage in factory inspection and quality control monitoring of manufactured home manufacturers in the State and outside the State with respect to manufactured homes to be sold in the State or, if on a reciprocal or cooperative basis, not intended for sale in the State;

(3) train and accredit local enforcement agency personnel with respect to manufactured home construction and safety standards and manufactured home installation;

(4) inspect manufactured homes in the possession of dealers or otherwise distributed in the State, to:

(i) verify that the federal certification is proper for the intended zone; and

(ii) ascertain any damage in transit that affects compliance with construction or safety standards or constitutes a safety hazard;

(5) establish procedures to ascertain, report on, and correct complaints and reports of defects from or to dealers or users of manufactured homes;

(6) conduct on-site inspection of the installation of manufactured homes, require a permit or other evidence of approval of the on-site installation, and charge a fee to cover costs although these functions may be performed by a local enforcement agency that employs accredited inspectors; and

(7) require manufactured home dealers and manufactured home park operators to allow entry and inspection of manufactured homes for purposes of this subtitle and submit reports for purposes of this subtitle.

Credits

Added by Acts 2003, c. 5, § 2, eff. Oct. 1, 2003.

Editors' Notes**LEGISLATIVE NOTES**

Revisor's Note (Acts 2003, c. 5):

This section is new language derived without substantive change from former Art. 83B, § 6-207(a).

Defined terms: "Department" § 12-301

"Install" § 12-301

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Title 05 DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

Subtitle 02 BUILDING AND MATERIAL CODES

Chapter 04 Industrialized Buildings and Manufactured Homes

Authority: Public Safety Article, §12-305, Annotated Code of Maryland

.01 Authority and Scope.

A. This chapter is adopted pursuant to Public Safety Article, §12-305, Annotated Code of Maryland, in order to implement, interpret, make specific, and otherwise carry out the provisions of Public Safety Article, Title 12, Subtitle 3, Annotated Code of Maryland, known as the Industrialized Building and Manufactured Homes Act.

B. Former regulations as originally adopted effective July 1, 1972, included industrialized buildings and manufactured homes. The HUD Manufactured Home Construction and Safety Standards superseded the State standards for manufactured homes on June 15, 1976. Approval of manufactured home inspection agencies and manufactured home plans is also now a responsibility of HUD or its agent, so these regulations pertain primarily to industrialized buildings. Regulation .15 does, however, cover the functions of the Department as a State Administrative Agency under HUD programs. Related manufactured home functions, such as handling of consumer complaints and monitoring of primary inspection agencies, are not covered by this chapter.

.02 Definitions.

A. In this chapter, the following terms have the meanings indicated.

B. Terms Defined.

(1) "Act" means the Industrialized Buildings and Mobile Homes Act, Public Safety Article, Title 12, Subtitle 3, Annotated Code of Maryland

(2) "Add-on" means any structure (except a structure designed or produced as an integral part of a manufactured home) that, when attached to the basic manufactured home unit, increases the area, either living or storage, of the manufactured home.

(3) Alteration.

(a) "Alteration" means the installation, replacement, addition, modification, or removal of any equipment after sale by a manufacturer to a dealer or distributor, but before sale by a dealer to a purchaser, that may affect the construction, fire safety, occupancy, plumbing, heat producing, or electrical system.

(b) "Alteration" includes any modification made in the manufactured home that may affect the compliance of the home with the standards.

(c) "Alteration" does not include the:

- (i) Repair or replacement of a component or appliance requiring plug-in to an electrical receptacle when the replaced item is of the same configuration and ratings as the one being replaced; or
 - (ii) Addition of an appliance, not provided with the manufactured home by the manufacturer, requiring plug-in to an electrical receptacle, if the rating of the appliance does not exceed the rating of the receptacle to which it is connected.
- (4) "Federal Act" means the National Manufactured Housing Construction and Safety Standards Act of 1974, codified as 42 U.S.C. §5401 et seq., as amended.
- (5) "Federal Regulations" means the Manufactured Home Construction and Safety Standards, 24 CFR Part 3280, the Manufactured Home Procedural and Enforcement Regulations, 24 CFR Part 3282, and the Manufactured Home Consumer Manual Requirements, 24 CFR Part 3283.
- (6) "HUD label" means the approved form of certification by the manufacturer that, under the federal regulations, is permanently affixed to each transportable section of each manufactured home manufactured for sale to a purchaser in the United States.
- (7) Manufactured Home.
- (a) "Manufactured home" (formerly called a mobile home in the Act and in the Federal Act) means a structure, transportable in one or more sections, that is:
- (i) In the traveling mode, 8 body feet or more in width or 40 body feet or more in length;
 - (ii) When erected on site, 320 or more square feet;
 - (iii) Built on a permanent chassis;
 - (iv) Designed to be used as a dwelling with or without a permanent foundation when connected to the required utilities; and
 - (v) Includes the plumbing, heating, air-conditioning, and electrical systems contained in it.
- (b) "Manufactured home" includes any structure that meets all the requirements of §B(7)(a) of this regulation except the size requirements, with respect to which the manufacturer voluntarily:
- (i) Files a certification required by the Secretary of HUD; and
 - (ii) Complies with the standards established under the Federal Act.
- (8) "Model" means a specific design, as designated by the producers of an industrialized building unit and submitted for approval to the Department.
- (9) "Open frame construction" means any building, building component, assembly, or system manufactured in such manner that all portions can be readily inspected at the building site without disassembly, damage, or destruction and to which no more than one fixed interior or exterior surface has been applied.
- (10) "Regulations" means the State Industrialized Buildings and Mobile Homes Regulations (COMAR 05.02.04.01—.18).
- (11) "Stabilizing devices" means all components of the anchoring and support systems, such as:

- (a) Piers;
- (b) Footing;
- (c) Ties;
- (d) Anchoring equipment;
- (e) Ground anchors; and
- (f) Any other equipment that supports the manufactured home and secures it to the ground.

(12) The terms "approved testing facility", "Department", "first user", "industrialized building", "installed", "local enforcement agency", "manufactured home", "Manufactured Home Construction and Safety Standards Act", "Secretary", and "site" have the meanings stated in Public Safety Article, §12-301, Annotated Code of Maryland.

.03 Enforcement Generally.

A. General. These regulations shall be enforced as prescribed by the Act.

B. Inspection by Department. The Department may enter any industrialized building unit or manufactured home, at a reasonable time and manner, to inspect it for compliance with this chapter. If the inspection shows a violation, the Department may order the responsible person to bring the unit into compliance within a reasonable time fixed in the order. The order may be appealed to the Secretary who will investigate promptly and affirm, revoke, or modify the order.

C. Failure to Comply with Department Order. If the Department has determined, under Regulation .03B, that a violation exists, and the responsible person fails to bring the unit into compliance, the Secretary may refer the violation to the appropriate state's attorney, or suspend or cancel the manufacturer's approval, or both, as necessary to ensure compliance.

D. Limitation of Manufacturer's Liability. The manufacturer of the unit may not be required to remedy violations caused by on-site work by others not under his control or violations involving components and material furnished by others and not included with the unit.

.04 Enforcement in Localities.

A. Reports to the Secretary. Each governmental jurisdiction shall furnish monthly notice to the Department, on forms supplied by the Department, of each industrialized building being erected or installed in its jurisdiction, giving the State insignia number, type or model, manufacturer's name, and any other data needed to properly identify each unit. In lieu of these reports, the jurisdiction may complete and forward the location report form shipped with each unit. Manufacturers shall also furnish this same information to the Department on a monthly basis, indicating the destination of all units shipped for erection or installation in the State. These reports shall be submitted no later than the 10th day of the following month.

B. Unlabelled Industrialized Building Units. Any industrialized building which does not carry the insignia of the Department, but which by reason of date of manufacture, may lawfully be sold or installed, is subject to the control of the local governing body within whose jurisdiction it is to be installed. When this building is offered for sale, the person to whom it is offered shall be specifically advised in writing by the seller or manufacturer that the building does not carry State certification and, therefore, is subject to local building code requirements.

C. Local Enforcement Requirements. In addition to the matters reserved to city and county government by Public Safety Article, §12-303, Annotated Code of Maryland, the local enforcement agency shall verify that the unit bears the required insignia and inspect the unit for damage in transit. Local enforcement agencies shall be responsible for inspecting all the work to be done at site, including, but not limited to the installation, erection, foundation, site work, and utilities connections, for compliance with the terms of certification and applicable law. If local enforcement agencies find violations of the Department's requirements, either due to transit damage or improper construction in the factory, they shall forward notice of these violations to the Department. If violations or defects are created by the on-site builder, the local enforcement agency is responsible for insuring that the unit is brought back into compliance, or for bringing the violation to the attention of the Department.

.05 Variance from Regulations.

The Department shall have the power to authorize variances from the regulations to permit specified alternative methods of construction which will fulfill the objectives of the Act. Requests for variances shall be in writing and shall be accompanied by the plans, specifications, and other information necessary for adequate evaluation. Before any variance is authorized, the local building officer having jurisdiction may be afforded an opportunity to present his views and recommendations

.06 Requirements.

Industrialized building units shall be reasonably safe for the users, shall be designed to conserve energy, and shall provide reasonable protection to the public against hazards to life, health, and property. Compliance with all applicable requirements of the standards and codes specified in Regulations .07 and .08 shall be acceptable evidence of compliance with this provision. When industrialized building units are combined with each other or with other components, compliance of the entire resulting building with all applicable requirements of the standards and codes specified in Regulations .07 and .08 shall be acceptable evidence of compliance with this provision

.07 Reference Standards.

The standards identified in the Model Performance Code which are incorporated by reference in COMAR 05.02.01 shall constitute the reference standards for industrialized building construction in the State.

.08 Energy Conservation Standards.

All industrialized buildings shall be designed to meet all the applicable energy conservation standards as identified in the State Model Performance Code (COMAR 05.02.01). In using these standards, the design shall be based on a minimum of 5,200 degree days.

.09 Application for Plan Approval by Manufacturers.

A. General. A plan approval shall be obtained from the Department for each model of industrialized building which is subject to these regulations. Approved models shall be accepted by the local enforcement agency as approved for the purpose of granting an installation permit when the design loads are safe for the locality as determined by the local enforcement agency. Installation permits shall be issued subject to compliance with Public Safety Article, §12-305, Annotated Code of Maryland, and provisions of this regulation.

B. Application. An application to the Department for plan approval shall include:

- (1) A completed application in duplicate on forms obtainable from the Department.
- (2) Two complete sets of plans and specifications for the prototype model. When additional models use the same systems as in the prototype, two sets of the floor plans only must be submitted for each of the additional models. Calculations and any required test results will be submitted through the approved test facility or may be prepared by the approved test facility and included in their submission.
- (3) Quality control procedures manual or manuals pursuant to §C, below.
- (4) Plan filing fee pursuant to Regulation .12 below.
- (5) Certificate by Approved Test Facility. The manufacturer shall contract with an approved testing facility to review his plans for code compliance and to monitor his factory operations and quality assurance program. To save processing time, the application, plans, specifications, and quality control manual may be submitted directly to the Department. However, before approval can be given, the approved test facility, which has been selected by the manufacturer, shall submit a letter certifying that the manufacturer's designs, plans, factory operations, specifications, and quality control practices have been reviewed and are approved as complying with all the current code requirements of the Department. A design analysis of critical features will be included with the certification letter. In special situations such as a newly approved manufacturer on a temporary basis, or a limited production manufacturer, the Department may waive the requirement of the contract with an approved testing facility and provide plan review and monitoring for factory operations and the quality assurance program directly, charging the fees prescribed in Regulation .12.
- (6) New Models and Changes. When new models or alterations are desired to be manufactured after the initial application approval, a request for approval for the new model or modification in the prototype unit shall be submitted before any production of these models for shipment to this State. Two copies of the plans or changes shall be provided. A certification letter shall also be received from the approved testing facility showing its review and approval for code compliance of the new models or alterations. The fee prescribed in Regulation .12C shall be paid.

C. In-Plant Quality Assurance.

- (1) The quality control manual required by §B(3), above, will outline the manufacturer's program to insure compliance with his approved plans and specifications. It will list the various tests and checks that must be recorded for each unit being manufactured. The manufacturer and approved testing facility shall maintain records for not less than 2 years after shipment to verify that each unit has been inspected and complies with the plans as approved by the Department.
- (2) In order to assure an independent check on the units being produced for use in this State, the manufacturer's approved testing facility shall check the units being produced. For dwelling units, or larger structures, the approved testing facility inspector shall check some phase of each unit being fabricated for delivery in the State. He shall also observe the entire production line for compliance with approved plans, materials, and test requirements including required unit records. For subsystems or components, the approved testing facility may recommend a lesser frequency of inspection and submit its recommendation to the Department for approval. The State insignias will be issued and controlled by the approved testing facility. The approved testing facility inspector shall apply insignias to completed units, or, if the units are incomplete, he may leave the insignias with the plant quality control inspector for application upon completion of the units.

D. Unannounced Inspections. In accordance with Public Safety Article, §12-311, Annotated Code of Maryland, the Department shall make periodic unannounced inspections, in addition to those of the approved testing facility, to verify that the units produced comply with the plans, inspection procedures and

quality assurance program as approved by the Department. The cost of two of these inspections per year may be charged to the manufacturer in accordance with the fee schedule specified in Regulation .12.

.10 Label.

A. Approved Testing Facility Label. Every approved industrialized building unit shall be marked with a label identifying the approved testing facility which performed the inspection. Each label shall bear the following information directly or by reference:

- (1) Name of approved testing facility;
- (2) Type of industrialized building unit;
- (3) Serial number of the label;
- (4) "See Data Plate for Special Instructions".

B. Manufacturer's Data Plate and Other Markings. The information listed below shall be placed on one or more permanent manufacturer's data plates in the vicinity of the electrical distribution panel or in some other location that is readily accessible for inspection. The approved testing facility shall approve the form, completeness, and location of the data plate.

- (1) Manufacturer's name and address.
- (2) Manufacturer's serial number for the unit and model name.
- (3) Name of manufacturer and model designation of major factory installed appliances.
- (4) Wind, snow and floor loads, and any other special use limitations will be shown. Also, if any unit requires additional on-site work, the data plate will show the specific features which were inspected and those which shall be inspected locally.
- (5) Where applicable, identification of permissible type of gas or fuel for appliances, designation of electrical ratings, direction for water and drain connection and pressures.
- (6) List of codes and standards for which the unit has been evaluated, inspected and found in compliance by the approved testing facility.

C. State Certification Insignia. In addition to the approved testing facility label and the manufacturer's data plate, each unit shall be marked by a State certification insignia secured from the Department of Housing and Community Development which shall identify the unit by State serial number. This serial number shall be the control number for location in the State.

D. Mounting of Labels and State Certification Insignias. To the extent practicable, the labels and insignias shall be so installed that they cannot be removed without being destroyed. They shall be applied in the vicinity of the electrical distribution panel or other location that is readily accessible for inspection. They may not be placed on the panel cover or any other readily removable feature. When the unit comprises a system of sub-assemblies, the required label and insignia may be applied using one of each type and the data plate for the system, provided each sub-assembly is listed on or with the approved testing facility label and is marked by the approved testing facility in some clearly identifiable manner that relates it to the label.

11 State Certification Insignias.

A. Effect of Affixing State Certification Insignias. The approved testing facility shall affix a State certification insignia to every industrialized building unit which has been found to be in full compliance with all applicable standards of the Department. The manner of affixing is prescribed in Regulation .10. The legal effect of affixing the State certification insignia is a certification by the approved testing facility, additional to the certification represented by the label of the approved testing facility, that the unit has been inspected and complies in all respects with the requirements of these regulations.

B. Issue of Certification Insignias. Approved State certification insignias shall be purchased from the Department. The insignias will be issued to the approved testing facilities only upon written request, accompanied by advance payment.

C. Control of Insignias. Each approved testing facility shall maintain close control of the State certification insignias to insure their proper use. The facility shall submit to the Department a monthly report itemizing the insignias issued to the manufacturers by serial numbers, and stating the number of State insignias on hand at the end of each month.

D. Report of Shipments. The manufacturer shall send to the Department a monthly report of units shipped, showing the State certification insignia numbers, manufacturer's serial numbers, approved testing facilities' serial numbers, type or model, and destination in the State. The report shall be sent no later than the 10th day of the following month.

.12 Fees.

A. The annual application fee is \$500. When a manufacturer has more than one plant producing approved models, an additional \$500 application fee for each additional plant, with details on each plant as part of the quality control manuals, will be required.

B. When a design is unusual, and involves special analysis, the Department will also charge a rate of \$25 per man-hour to cover its added costs. When practical, the Department will estimate costs before submittal and provide a report on hourly activities. If the complexity or sophistication of the system requires, or if the applicant so chooses, the Department may submit the plan for the system to an approved independent testing agency or consulting engineer for evaluation. In this case, the applicant will be required to pay whatever costs the agency may charge. If the applicant chooses to obtain prior analysis by an approved testing agency before submission, the Secretary will consider this in determining the charges to be made by the Department. However, test reports from the approved agency shall be submitted with the original application.

C. State Insignia Fees.

(1) Insignia fees for the certification of industrialized building construction at the manufacturing facility are as follows:

(a) Residential structures—\$50 for each insignia;

(b) Other structures—\$90 for each insignia.

(2) The number of "insignias of approval" required are as follows:

(a) Modular construction—one insignia for each individual module which is transported in a separate frame to the site;

(b) Panelized closed construction—one insignia for each increment (or part of it) of 1,000 square feet of building floor area.

(3) For residential structures, instead of the \$50 insignia fee described in §C(1)(a) and (2)(a) of this regulation, the manufacturer, at the time of filing of a new or annual application with the Department, may elect a \$65 insignia fee for a floor area of 1,200 square feet or less, plus an additional \$65 insignia fee for each increment of 500 square feet, or part of it, over 1,200 square feet.

D. The Department reserves the right to establish separate fees where the product is produced in such a volume or has unique features that would, in the Department's opinion, warrant individual consideration.

E. When the Department is directly providing services for plan review and monitoring for factory operations and quality assurance programs:

(1) Plan review—\$25 per hour (\$100 minimum fee);

(2) Inspection fees and field services as in §F.

F. Inspection fees and field services per man-hour:

(1) \$10 per half man-hour, including travel time.

(2) Travel Expense. Where travel by auto is used to make inspections, cost will be charged at the current State allowance for mileage, meals and lodging, incidental expenses, and car rental where applicable. For air travel, the fee will be the total travel cost based on published air fare, or equivalent rate, between Baltimore, Maryland and the location of the factory, plus necessary supplemental surface transportation, and reimbursement for food and lodging consistent with State allowances.

G. When the Department is directly providing services for monitoring of industrialized building installation at sites, the fee for these services will be \$20 per hour, including travel time (\$50 minimum fee).

H. Unannounced Inspection Fees. The cost of unannounced inspections as provided by Regulation .09D may be charged to the manufacturer. The fee for these inspections will be as prescribed in §F, above. The minimum fee will be \$100.

I. Application Fee for Approved Testing Facilities.

(1) Each testing facility requesting approval by the Secretary shall submit a fee of \$100 with its application. This fee will be non-returnable.

(2) Each approved testing facility shall file an annual request for renewal of its approval, accompanied by a non-returnable fee of \$100. This request shall include information concerning changes in personnel, operating procedures, and any other matters pertinent to its capability to continue performing as an approved testing facility.

(3) Each application for approval or renewal shall be accompanied by a list of all current clients for whom they are performing services as a State approved testing facility, showing the location of and estimated production capacity of each plant of each client. A fee of \$50 per client shall be submitted with the application for approval or renewal. The names of additional clients added during the period of approval shall be submitted at the time that a contract for services is signed, accompanied by a payment of \$50 per client. No returns will be made for clients that sever their contractual relationship during the approval period.

.13 Approval of Testing Facilities.

A. Application and Criteria. A testing facility shall apply to the Department to be designated an approved testing facility. The application shall be verified and shall contain information enabling the Department to determine whether the applicant is specially qualified by reason of facilities, personnel, experience, and demonstrated reliability to investigate, test, and evaluate industrialized building units for compliance with these regulations, and to provide adequate follow-up and quality assurance services at the point of manufacture. This information shall include:

- (1) Names of officers and location of offices;
- (2) Specification and description of services proposed to be furnished under these regulations;
- (3) Description of qualifications of personnel and their responsibilities;
- (4) Summary of organization experience;
- (5) General description of procedures and facilities to be used in proposed services, including evaluation of the model unit, factory follow-up, quality assurance, labeling of production units, and specific information to be furnished on or with labels;
- (6) How defective units resulting from oversight are to be dealt with;
- (7) Acceptance of these services by independent accrediting organizations and by other jurisdictions;
- (8) Proof of independence and absence of conflict of interest;
- (9) Compliance with federal and State requirements concerning equal employment opportunities.

B. Fees. Fees for approval and annual renewal are stated in Regulation .12.

C. Independence and Absence of Conflicts. An approved testing facility may not be affiliated with or influenced or controlled by producers, suppliers, or vendors of products in any manner which might affect its capacity to render reports of findings objectively without bias. An approved testing facility is judged to be free of affiliation, influence and control if it complies with all of the following:

- (1) Has no managerial affiliation with producers, suppliers, or vendors and is not engaged in the sale or promotion of any product or material;
- (2) The results of its work accrue no financial benefit to the agency via stock ownership, and the like, of any producers, supplier, or vendors of the products involved;
- (3) Its directors and other management personnel, in those capacities, receive no stock option, or other financial benefits from any producer, supplier, or vendor of the product involved;
- (4) Has sufficient breadth of interest or activity that the loss or award of a specific contract to determine compliance of a producer's, supplier's, or vendor's product with these regulations would not be a determinative factor in its financial well-being;
- (5) The employment security status of its personnel is free of influence or control of producers, suppliers, or vendors.

.14 Reciprocity with Other States.

Upon the application of another state for reciprocity, or upon his own initiative, the Secretary shall investigate if the other state has adopted and promulgated a code and enforcement procedures which establish standards and safeguards at least equal to those contained in these regulations. He will hold a public hearing to state the findings of his investigation and give interested parties the opportunity to submit their comments both for and against the adoption of a reciprocity agreement with the other state. Following the hearing, the Secretary shall decide whether a reciprocity agreement will be granted. As part of the finding by the Secretary granting reciprocity to another state, the Department shall set out the specific terms and conditions of the reciprocity agreement as it applies to that state and manufacturers of industrialized buildings under that state's program. As part of the reciprocity agreement, each state will keep the other informed of any changes in its regulations and maintain a current list of manufacturers that have been approved under its program. Upon application by any person adversely affected by the reciprocity agreement, the Secretary may investigate the allegations, and if necessary, hold a public hearing. Based on the results of his investigation, the Secretary may rescind, modify, or continue in effect the reciprocity agreement.

.15 Manufactured Home Procedures.

A. General. The Federal Act gives the U.S. Department of Housing and Urban Development (HUD) complete jurisdiction over the design and construction of manufactured homes, effective June 15, 1976. The Federal Act supersedes all state laws on this subject. All manufactured home units manufactured after the effective date of the Federal Act shall bear the HUD label to be lawfully sold anywhere in the United States.

B. Authority of the Department. The Department is a State Administrative Agency pursuant to the Federal Act, authorized to administer and enforce the federal program in the State. The powers and responsibilities of the Department are set forth in Public Safety Article, §12-312, Annotated Code of Maryland.

C. Manufactured Homes Not Bearing HUD Label. A person may not sell or offer for sale to the first user in Maryland any manufactured home that is manufactured after January 1, 1973, unless it bears the insignia of the Department or is certified and labeled under the Federal Act.

D. Repealed.

E. Manufactured Home Installation.

(1) Stabilizing devices for manufactured homes bearing HUD labels shall be installed in accordance with the manufacturer's installation instructions provided with the unit pursuant to §3280.306 of the federal regulations.

(2) When the information for stabilizing device materials is not provided in the manufacturer's installation instructions, the materials shall be as approved by the local enforcement agency.

(3) When a manufactured home is located in an area subjected to frost heave, the footings and load-carrying portion of the ground anchors shall extend below the frost line or as per the requirements established by the local enforcement agency.

F. Enforcement Generally. Enforcement shall be in accordance with the Federal Regulations, codified at 24 C.F.R. Part 3282, Subpart G.

G. Enforcement in Localities.

(1) Manufactured homes bearing the HUD label shall be acceptable in all localities as meeting the requirements of the Act, and shall be acceptable as meeting the requirements of safety to life, health, and

property imposed by any local enforcement agency in this State without further investigation, testing, or inspection.

(2) Notwithstanding §G(1) of this regulation, local enforcement agencies are responsible for the following functions with respect to manufactured homes bearing the HUD labels:

- (a) Verification that the unit has not been damaged in transit;
- (b) Verification that the unit bears the HUD label and all other pertinent documents, including consumer manuals, installation manuals, and record of purchase cards provided with the unit pursuant to the Federal Regulations;
- (c) Inspection and verification to assure that the unit is installed in accordance with these regulations; and
- (d) Inspection of manufactured home alteration and add-ons to ensure that they do not cause a failure of the manufactured home to conform with the Federal Regulations.

(3) Local enforcement agencies may enforce local requirements for zoning, fire limits or fire districts, utility connections, site preparation and issuance of all required permits.

(4) Action Upon Violation.

(a) When the local enforcement agencies find violations of the Federal Regulations concerning construction of the manufactured homes, they shall forward notice of these violations to the Department.

(b) When damage is discovered or suspected, local enforcement agencies may require tests on plumbing, fuel burning, and electrical systems to determine the extent of damage.

(c) If it is determined that manufactured home installations, alterations, or add-ons are not in accordance with this chapter, local enforcement agencies are responsible for ensuring that the unit is brought into compliance. Local enforcement agencies may refer apparent violations of this chapter to the appropriate State's attorney for enforcement of the Act.

H. Restrictions on Distributors and Dealers.

(1) Alterations. A distributor or dealer may not perform or cause to be performed any alteration affecting any requirements of the Federal Regulations, without approval of the local enforcement agency. In handling and approving dealer requests for alterations, the local enforcement agency may be assisted by the Department.

(2) Prohibited Sale. A distributor or dealer may not offer for sale any manufactured home containing any violation of the Federal Act or Federal Regulations.

.16 Repealed.

.17 Code Enforcement Certification Board.

A. The Secretary shall appoint the members of the Code Enforcement Certification Board, to serve at the Secretary's pleasure. There are nine members of the Board, including four certified code enforcement officials, and one from each of the following areas: licensed architect; registered engineer; representative of the Department of Housing and Community Development; educator; building industry representative. Members of the Board shall be citizens and residents of the United States and the State.

B. The responsibilities of the Board are: To recommend standards for certification of code enforcement; to examine and certify applicants as code enforcement officials; to review qualifications for certification; to revoke certification where warranted; to keep records of all its proceedings; to maintain a current list of certified code enforcement officials; to make an annual report to the Secretary. The Board shall meet at least once each year for the purpose of examining applicants. The members shall serve without compensation, but shall be reimbursed for out-of-pocket expenses and travel in accordance with the Standard State Travel Regulations.

C. An applicant for certification shall submit to the Board written evidence, in verified form, that he is of good moral character and has work experience, education or training meeting the requirements of the Department. An applicant shall take and pass a written examination on pertinent building codes. The Board shall recommend to the Secretary that certification be denied, revoked, or suspended when in the opinion of the Board the person is unfit by reason of incompetence or habitual neglect or has been guilty of fraud or deceit in procuring or attempting to procure certification.

D. The Board shall cooperate with any educational or training institution desiring to conduct a code enforcement training program, so that the program will:

(1) Meet standards recommended by the Board;

(2) Upgrade the code enforcement program; or

(3) Serve as an entrance training program for persons not presently involved in the building trades.

.18 NCSBCS Reciprocity.

A. General. The National Conference of States on Building Codes and Standards, Inc. (NCSBCS) has established a program for voluntary reciprocity between the states in the regulation of industrialized buildings for use as one- or two-family dwellings. States electing to participate in this program agree to accept any one- or two-family dwelling which bears the NCSBCS label and the label of the state where the dwelling is to be erected as complying with the state's design and construction standards for manufactured dwellings. Under the program, NCSBCS will accredit System Analysis Agencies and Compliance Assurance Agencies. System Analysis Agencies will evaluate manufacturer's Building System Certification Documents (BSCD's). Compliance Assurance Agencies will perform ongoing inspections to determine whether dwellings are built to BSCD requirements, including conformance to an approved Compliance Assurance Manual.

B. Determination. The Secretary determines, after public hearings, that it would be in the State's best interest to participate in the NCSBCS program, and adopts the standards established by the program, as they pertain to the evaluation, testing, and quality control of one- or two-family dwellings built by manufacturers participating in the program.

C. Reference Standards. The reference standards set forth in Regulation .07, are modified to the extent necessary to comport with the design and construction standards established by the program for one- and two-family dwellings built by manufacturers participating in the program.

D. Approved Testing Facilities. NCSBCS and those agencies accredited by it for participation in the program are designated as approved testing facilities, authorized to act as the Department's agents for the purpose of determining whether or not a one- or two-family dwelling built by a manufacturer participating in the program meets the standards of the Department.

E. Exemptions.

- (1) Manufacturers participating in the program will be exempted from the provisions of Regulations .09 and .12, provided they file an application with the Department, on forms obtainable from the Department, and pay an annual administration fee of \$300.
- (2) Any one- or two-family dwelling built by a manufacturer participating in the program to be sold, offered for sale, or installed in Maryland shall be exempt from the provisions of Regulation .10, provided it contains a Maryland State Certification Insignia, available from the Department for a \$25 fee, and a NCSBCS label, both of which shall be mounted in the manner specified by Regulation .10D.
- (3) NCSBCS and any inspection agency approved by NCSBCS for participation in the program is exempted from the requirements of Regulations .12K and .13, for the purposes of §D of this regulation, but is subject to those requirements if it acts as an Approved Testing Facility for any other purpose.

Administrative History

Effective date: July 1, 1972

Regulations .01—.10 amended effective July 23, 1975 (2:16 Md. R. 1137)

Regulation .10 amended effective March 3, 1976 (3:5 Md. R. 295)

Regulations .11—.14 adopted effective July 23, 1975 (2:16 Md. R. 1137)

Regulation .14 amended effective April 13, 1977 (4:8 Md. R. 632)

Regulation .16 adopted effective July 23, 1975 (2:16 Md. R. 1137)

Chapter revised effective August 11, 1978 (5:16 Md. R. 1254)

Regulation .02B and C amended effective January 1, 1984 (10:20 Md. R. 1783)

Regulation .07 amended effective June 29, 1979 (6:13 Md. R. 1124); March 1, 1983 (10:3 Md. R. 208); February 1, 1986 (13:1 Md. R. 14)

Regulation .07A amended effective January 7, 1982 (8:26 Md. R. 2104)

Regulation .08 amended effective February 1, 1986 (13:1 Md. R. 14)

Regulation .08B amended effective March 1, 1983 (10:3 Md. R. 208)

Regulation .12E amended effective March 6, 1981 (8:5 Md. R. 471)

Regulation .12 amended effective July 9, 1990 (17:13 Md. R. 1610)

Regulation .15B—H amended effective January 1, 1984 (10:20 Md. R. 1783)

Regulation .18 adopted effective September 21, 1979 (6:19 Md. R. 1518)

Chapter recodified from COMAR 05.01.01 to COMAR 05.02.04

- Regulation .01 amended effective July 17, 2006 (33:14 Md. R. 1162)
- Regulation .02 amended effective July 17, 2006 (33:14 Md. R. 1162)
- Regulation .03B amended effective July 17, 2006 (33:14 Md. R. 1162)
- Regulation .10D amended effective July 1, 1993 (20:12 Md. R. 996)
- Regulation .12 amended effective July 9, 1990 (17:13 Md. R. 1610)
- Regulation .12A amended effective July 17, 2006 (33:14 Md. R. 1162)
- Regulation .12C amended effective July 9, 1990 (20:12 Md. R. 996)
- Regulation .15 amended effective July 17, 2006 (33:14 Md. R. 1162)
- Regulation .16 repealed effective July 17, 2006 (33:14 Md. R. 1162)
- Regulation .17A amended effective July 17, 2006 (33:14 Md. R. 1162)

**WORCESTER COUNTY
DEPARTMENT OF DEVELOPMENT REVIEW AND PERMITTING
BUILDING PERMITS ISSUED**

CALENDAR YEAR	SFD	MAN	DUPLEX	MULTI-FAMILY
2013	83	11	2	8
2014	104	20	10	20
2015	137	21	0	33
2016	110	17	2	43
2017	127	21	8	9
2018	133	27	6	3
TOTALS	507	86	16	88

FISCAL YEAR	SFD	MAN	DUPLEX	MULTI-FAMILY
7/1/13-6/30/14	94	10	0	7
7/1/14-6/30/15	108	25	10	38
7/1/15-6/30/16	122	16	0	38
7/1/16-6/30/17	127	26	2	23
7/1/17-6/30/18	130	24	10	6
TOTALS	581	101	22	112

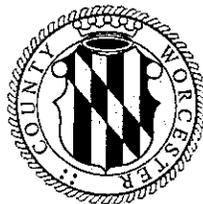
Detailed Selected Statistics & Management Activity

Selected Coded Field: Basic: Property Use

Report Period: From 01/01/2013 to 12/31/2018

CODE	DESCRIPTOR	FREQUENCY	FREQ. PERCENT	EXPs	AVG # SUPPR PERS	AVG # EMS PERS	AVG # OTHER PERS	AVG # SUPPR APPR	AVG # EMS APPR	AVG # OTHER APPR	AVERAGE # MAN HOURS	TOTAL MAN HOURS	AVERAGE RESPONSE TIME (min)
400	Residential, other	41	1.47 %	0	3.32	0.88	4.49	1.12	0.49	1.05	12.57	515.25	8.20
419	1 or 2 family dwelling	2,572	92.09 %	0	2.65	0.86	4.99	0.82	0.40	1.12	6.44	16,553.15	17.65
429	Multifamily dwellings	180	6.44 %	0	4.59	1.04	9.54	1.23	0.47	1.84	9.14	1,644.47	6.38
	Totals	2,793	100.00 %	0	2.78	0.87	5.27	0.85	0.41	1.16	6.70	18,712.87	16.79
	Mutual Aid Given Incidents	396											

TEL: 410-632-1194
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Worcester County

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SNOW HILL, MARYLAND

21863-1195
January 7, 2016

The Honorable Kumar P. Barve, Chairman
House Environment and Transportation Committee
House Office Building, Room 251
Annapolis, Maryland 21401

RE: Support for House Bill 19 - Public Safety - Building Performance Standards - Local Amendments to Fire Sprinkler Systems Provisions

Dear Chairman Barve:

Please be advised that at our meeting of January 5, 2016, the Worcester County Commissioners reviewed a copy of House Bill 19 entitled *Public Safety - Building Performance Standards - Local Amendments to Fire Sprinkler Systems Provisions* which we understand was pre-filed by Delegate Christopher Adams among other Delegates. The Worcester County Commissioners fully support and encourage passage of House Bill 19 which we understand will enable an amendment to the Maryland Building Performance Standards which will ensure education of home buyers regarding the benefits of an automatic fire sprinkler system as well as the cost of installation and maintenance of such systems and, ultimately allowing the buyer to determine whether such system is right for them. We believe that the process established by this legislation provides a balanced and fair approach to be offered at the discretion of local jurisdictions which will provide significant benefit to new home buyers by providing sufficient education for citizens to make an informed decision regarding fire sprinkler systems. We therefore urge your Committee to approve and recommend the passage of House Bill 19 as introduced.

Thank you for your attention to this matter. If you should have any questions or concerns, please feel free to contact either me or Harold L. Higgins, Chief Administrative Officer, at this office.

Sincerely,

Madison J. Bunting, Jr.
President

MJBjr/KS:dd

cf: Delegate Christopher Adams
Delegate Charles Otto
Delegate Mary Beth Carozza
Senator James N. Mathias, Jr.
Mayor and Council of Pocomoke City
Mayor and Council of Snow Hill
Mayor and Council of Berlin
Mayor and Council of Ocean City
Edward A. Tudor, Director of Development Review & Permitting
Jeff McMahon, Fire Marshal
CC101/Delegate Kumar Barve

Shore Delegate Pre-files Sprinkler Mandate Repeal

November 11, 2015 November 11, 2015 Les Knapp Housing and Community Development, Planning and Zoning, Public Safety and Corrections

A November 10, 2015, *Delmarva Now* article reported that Delegate Christopher Adams has filed a bill for the 2016 Session that would repeal a State requirement that fire sprinklers be installed in new and renovated single-family homes. As previously reported on *Conduit Street*, several counties have raised concerns about the requirement's effect on affordable housing in rural areas and MACo opposed the 2012 legislation (HB 366 /SB 602) creating the requirement. From the article:

"This is a back door attempt by big city liberals to halt economic growth on the Eastern Shore," said Adams, the president of Value Carpet One in Salisbury.. "My bill brings a responsible return of critical decision making to the local level, where these decisions are best made." ...

"This new State requirement is the latest in a series of mandates that has all but eliminated the dream of building a home in Caroline County for young families." said Larry Porter, a Caroline County commissioner.

The article stated that since the sprinkler requirement took effect, both Wicomico and Caroline Counties have only received one home building permit each. However, the article also noted strong support from firefighter groups:

"What I can state with certainty is that allowing for continued construction without sprinklers will eventually lead to needless deaths from fire," said Mark Cotter, former president of the Wicomico County Volunteer Firefighters Association, in a letter to The Daily Times' editor. "We in the fire service have sworn to protect the lives and property of our citizens. It would be nice if our elected officials acted in the same interests,"

HOUSE BILL 19

E4

6lr1031

(PRE-FILED)

By: **Delegates Adams, Otto, Ghrist, Arentz, and Buckel**

Requested: November 2, 2015

Introduced and read first time: January 13, 2016

Assigned to: Environment and Transportation

A BILL ENTITLED

1 AN ACT concerning

2 **Public Safety – Building Performance Standards – Local Amendments to Fire**
3 **Sprinkler Systems Provisions**

4 FOR the purpose of repealing the prohibition on adoption by a local jurisdiction of certain
5 local amendments to the Maryland Building Performance Standards regarding fire
6 sprinkler systems in certain buildings; providing that if a local jurisdiction adopts a
7 local amendment to the Maryland Building Performance Standards that weakens
8 certain fire sprinkler systems provisions for certain dwellings, the local amendment
9 shall require the builder of a new dwelling to provide certain information to a buyer
10 at a certain time and to install a fire sprinkler system under certain circumstances;
11 requiring the State Fire Marshal to prepare certain written materials; providing for
12 the application of this Act; defining certain terms; making conforming changes; and
13 generally relating to local amendments to the Maryland Building Performance
14 Standards.

15 BY repealing and reenacting, with amendments,
16 Article – Public Safety
17 Section 12–504
18 Annotated Code of Maryland
19 (2011 Replacement Volume and 2015 Supplement)

20 BY adding to
21 Article – Public Safety
22 Section 12–504.1
23 Annotated Code of Maryland
24 (2011 Replacement Volume and 2015 Supplement)

25 SECTION 1. BE IT ENACTED BY THE GENERAL ASSEMBLY OF MARYLAND,
26 That the Laws of Maryland read as follows:

EXPLANATION: CAPITALS INDICATE MATTER ADDED TO EXISTING LAW.

[Brackets] indicate matter deleted from existing law.



1 **Article – Public Safety**

2 12–504.

3 (a) (1) A local jurisdiction may adopt local amendments to the Standards if the
4 local amendments do not:

5 (i) prohibit the minimum implementation and enforcement
6 activities set forth in § 12–505 of this subtitle;

7 (ii) weaken energy conservation and efficiency provisions contained
8 in the Standards; OR

9 [(iii) except as provided in paragraph (3) of this subsection, weaken
10 the automatic fire sprinkler systems provisions for townhouses and one– and two–family
11 dwellings contained in the Standards; or

12 (iv)] (III) weaken wind design and wind–borne debris provisions
13 contained in the Standards.

14 (2) (i) Regardless of whether the International Green Construction
15 Code is adopted by the Department under § 12–503(d) of this subtitle, a local jurisdiction
16 may adopt the International Green Construction Code.

17 (ii) A local jurisdiction may make local amendments to the
18 International Green Construction Code.

19 [(3) Paragraph (1)(iii) of this subsection does not apply to:

20 (i) standards governing issuance of a building permit for a property
21 not connected to an electrical utility; or

22 (ii) until January 1, 2016, standards governing issuance of a
23 building permit for a new one– or two–family dwelling constructed on:

24 1. a lot subject to a valid unexpired public works utility
25 agreement that was executed before March 1, 2011; or

26 2. a lot served by an existing water service line from a water
27 main to the property line that:

28 A. is less than a nominal 1–inch size;

29 B. is approved and owned by the public or private water
30 system that owns the mains;

31 C. was installed before March 1, 2011; and

1 D. is fully operational from the public or private main to a
2 curb stop or meter pit located at the property line.]

3 (b) If a local jurisdiction adopts a local amendment to the Standards, the
4 Standards as amended by the local jurisdiction apply in the local jurisdiction.

5 (c) If a local amendment conflicts with the Standards, the local amendment
6 prevails in the local jurisdiction.

7 (d) A local jurisdiction that adopts a local amendment to the Standards shall
8 ensure that the local amendment is adopted in accordance with applicable local law.

9 (e) To keep the database established under this subtitle current, a local
10 jurisdiction that adopts a local amendment to the Standards shall provide a copy of the
11 local amendment to the Department:

12 (1) at least 15 days before the effective date of the amendment; or

13 (2) within 5 days after the adoption of an emergency local amendment.

14 **12-504.1.**

15 (A) (1) **IN THIS SECTION THE FOLLOWING WORDS HAVE THE MEANINGS**
16 **INDICATED.**

17 (2) **“BUILDER” MEANS A PERSON THAT CONTRACTS WITH A BUYER**
18 **FOR THE CONSTRUCTION OF A NEW DWELLING.**

19 (3) **“BUYER” MEANS A PERSON THAT PURCHASES ANY ESTATE OR**
20 **INTEREST IN A NEW DWELLING.**

21 (4) **“NEW DWELLING” MEANS A NEW ONE- OR TWO-FAMILY**
22 **RESIDENTIAL DWELLING HAVING THREE STORIES OR FEWER, NOT PREVIOUSLY**
23 **OCCUPIED, AND CONSTRUCTED FOR RESIDENTIAL USE.**

24 (B) (1) **THIS SECTION APPLIES IN A LOCAL JURISDICTION THAT ADOPTS**
25 **A LOCAL AMENDMENT TO THE STANDARDS THAT WEAKENS THE AUTOMATIC FIRE**
26 **SPRINKLER SYSTEMS PROVISIONS FOR TOWNHOUSES AND ONE- AND TWO-FAMILY**
27 **DWELLINGS CONTAINED IN THE STANDARDS.**

28 (2) **UNLESS OTHERWISE PROVIDED IN THE LOCAL AMENDMENT, THIS**
29 **SECTION APPLIES TO ANY NEW DWELLING IN THE LOCAL JURISDICTION FOR WHICH**
30 **A CONTRACT HAS BEEN SIGNED BETWEEN THE BUILDER AND THE BUYER ON OR**
31 **AFTER THE EFFECTIVE DATE OF THE LOCAL AMENDMENT.**

1 (C) THE LOCAL AMENDMENT SHALL REQUIRE THAT, AT THE TIME OF OR
2 BEFORE AGREEING ON A FINAL PRICE FOR CONSTRUCTION OF A NEW DWELLING,
3 THE BUILDER OF A NEW DWELLING IN THE LOCAL JURISDICTION SHALL PROVIDE
4 THE BUYER WITH:

5 (1) A COPY OF THE WRITTEN MATERIAL PREPARED BY THE STATE
6 FIRE MARSHAL UNDER SUBSECTION (E) OF THIS SECTION; AND

7 (2) WRITTEN DOCUMENTATION OF THE COSTS ASSOCIATED WITH THE
8 INSTALLATION AND MAINTENANCE OF AN AUTOMATIC FIRE SPRINKLER SYSTEM.

9 (D) THE LOCAL AMENDMENT SHALL REQUIRE THAT, ON REQUEST OF THE
10 BUYER, THE BUILDER SHALL INSTALL AN AUTOMATIC FIRE SPRINKLER SYSTEM OR
11 OTHER REQUESTED FIRE SUPPRESSION SYSTEM AT THE BUYER'S EXPENSE.

12 (E) THE STATE FIRE MARSHAL SHALL PREPARE WRITTEN MATERIAL THAT
13 DETAILS THE BENEFITS OF AN AUTOMATIC FIRE SPRINKLER SYSTEM.

14 SECTION 2. AND BE IT FURTHER ENACTED, That this Act shall take effect July
15 1, 2016.



25

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Worcester County

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

December 19, 2018

PAKED
12/19/18 @ 6:30pm

TO: *The Daily Times Group and Ocean City Today Group*
FROM: Kelly Shannahan, Assistant Chief Administrative Officer *KL.*

Please print the attached Notice of Introduction of Bill 18-8 in *The Daily Times/Worcester County Times/Ocean Pines Independent* and *Ocean City Digest/Ocean City Today* on January 3, 2019 and January 17, 2019. Thank you.

NOTICE OF INTRODUCTION OF BILL 18-8 WORCESTER COUNTY COMMISSIONERS

Take Notice that Bill 18-8 entitled AN ACT TO AUTHORIZE AND EMPOWER THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND TO BORROW ON ITS FULL FAITH AND CREDIT, AND TO ISSUE AND SELL ITS GENERAL OBLIGATION BONDS AND ITS BOND ANTICIPATION NOTES THEREFOR, AT ONE TIME OR FROM TIME TO TIME WITHIN FOUR YEARS FROM THE DATE THIS BILL BECOMES EFFECTIVE, IN AN AMOUNT NOT EXCEEDING \$38,000,000 TO PROVIDE FINANCING FOR A PORTION OF THE COST FOR CONSTRUCTION AND EQUIPPING OF A NEW SHOWELL ELEMENTARY SCHOOL, INCLUDING PAYMENT OF ALL RELATED COSTS AND COSTS OF ISSUANCE OF SUCH BONDS was introduced by Commissioners Bertino, Bunting, Church, Elder, Mitrecic, Nordstrom and Purnell on December 18, 2018.

A fair summary of the bill is as follows:

APPENDIX "NN" BOND AUTHORIZATION FOR FINANCING A PORTION OF THE COST OF CONSTRUCTION AND EQUIPPING OF A NEW SHOWELL ELEMENTARY SCHOOL

- A) Recites legal authorization for borrowing; Resolution of the Commissioners adopting the FY 2020 to FY 2024 Worcester County 5 Year Capital Improvement Plan; and the determination of the Commissioners to borrow \$38,000,000 through general obligation bonds to finance the construction and equipping of a new Showell Elementary School.
- B) States the determination of the Commissioners that there is a public need for the construction and equipping of a new Showell Elementary School; states the estimated cost of \$47,552,420 for the construction and equipping of a new Showell Elementary School; states that the funds to be borrowed can be provided at the lowest annual interest rate and cost of issuance by the issuance

of general obligation bonds by the County; states that the project is a proper public purpose which may be financed by the issuance of bonds.

- C) Authorizes the County to borrow \$38,000,000 by issuance of bonds.
- D) Provides that the proceeds of the bonds shall be for the purpose of financing the construction and equipping of a new Showell Elementary School.
- E) Provides that the County shall levy annual property taxes sufficient to pay the principal and interest on the bonds due each year.
- F) Authorizes the issuance of Bond Anticipation Notes.
- G) Provides that before the issuance of any bonds, the Commissioners shall adopt a Resolution which describes the amount, purpose and form of the bonds and other matters relating to the issuance of the bonds.
- H) Provides that the bonds shall constitute a pledge of the full faith and credit of the County.
- I) Provides that the bonds may be sold either at private sale or at public sale as determined by the County Commissioners.
- J) Provides that the bonds shall be exempt from certain provisions of Sections 19-205 and 19-206 of the Local Government Article of the Annotated Code of Maryland.
- K) Provides that the County may enter into agreements to enhance the marketability of the bonds.
- L) Provides that the signature of the officer that appears on the bonds shall be valid even if that officer ceases to be an officer before delivery of the bonds.
- M) Provides that upon delivery of the bonds to the purchaser, payment shall be made to the Finance Officer of the County.
- N) Authorizes the issuance of interim certificates or temporary bonds.
- O) Provides that the authorities set forth in this law are supplemental to existing authorities.
- P) Provides that the County shall seek grants to fund the construction and equipping of a new Showell Elementary School or repayment of the bonds as determined by the County Commissioners.
- Q) Provides for severability provisions.

A Public Hearing

will be held on Bill 18-8 at the Commissioners' Meeting Room, Room 1101 - Government Center, One West Market Street, Snow Hill, Maryland, on **Tuesday, January 22, 2019 at 11:00 a.m.**

This is only a fair summary of the bill. A full copy of the bill is posted on the Legislative Bulletin Board in the main hall of the Worcester County Government Center outside Room 1103 and is also available for public inspection in Room 1103 of the Worcester County Government Center.

THE WORCESTER COUNTY COMMISSIONERS

COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND

BILL 18-8

BY: Commissioners Bertino, Bunting, Church, Elder, Mitrecic, Nordstrom and Purnell
INTRODUCED: December 18, 2018

A BILL ENTITLED

AN ACT

TO AUTHORIZE AND EMPOWER THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND TO BORROW ON ITS FULL FAITH AND CREDIT, AND TO ISSUE AND SELL ITS GENERAL OBLIGATION BONDS AND ITS BOND ANTICIPATION NOTES THEREFOR, AT ONE TIME OR FROM TIME TO TIME WITHIN FOUR YEARS FROM THE DATE THIS BILL BECOMES EFFECTIVE, IN AN AMOUNT NOT EXCEEDING \$38,000,000 TO PROVIDE FINANCING FOR A PORTION OF THE COST FOR CONSTRUCTION AND EQUIPPING OF A NEW SHOWELL ELEMENTARY SCHOOL, INCLUDING PAYMENT OF ALL RELATED COSTS AND COSTS OF ISSUANCE OF SUCH BONDS.

For the purpose of authorizing the issuance and sale by County Commissioners of Worcester County, Maryland of its general obligation bonds and its bond anticipation notes to finance a portion of the cost of construction and equipping of a new Showell Elementary School.

Section 1. BE IT ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that Appendix NN to the Code of Public Local Laws of Worcester County, Maryland be created to read as follows:

APPENDIX "NN"

BOND AUTHORIZATION FOR FINANCING A PORTION OF THE COST OF
CONSTRUCTION AND EQUIPPING OF A NEW SHOWELL ELEMENTARY SCHOOL

§ 1. Financing a portion of the cost of construction and equipping of a new Showell Elementary School.

(a) Recitals

- (1) Pursuant to Sections 19-501 to 19-510, inclusive, of the Local Government Article of the Annotated Code of Maryland, as amended (the "Act"), County Commissioners of Worcester County, Maryland (the "County") may borrow money for any public purpose and may evidence the borrowing by the issuance and sale of its general obligation bonds.
- (2) By and through Resolution No. 19-1, adopted by the Board of County Commissioners of Worcester County (the "Board") on January 8, 2019, the County has approved and adopted the Worcester County 5 Year Capital Improvement Plan - FY 2020 to FY 2024 which includes construction and equipping of a new Showell Elementary School.

- (3) The Board, based upon the findings and determinations and subject to the conditions set forth below, has determined to borrow money in an aggregate principal amount of not more than \$38,000,000 and to evidence such borrowing by the issuance, sale and delivery of its general obligation bonds (the "Bonds") pursuant to the provisions of the Act, and to apply the proceeds of the Bonds to finance construction and equipping of a new Showell Elementary School, including (without limitation) payment of all related costs and the costs of issuance of the Bonds, all subject to the terms and conditions of this Local Law.
- (b) The Board, acting pursuant to the Act, hereby determines and declares that:
- (1) There is a public need for construction and equipping of a new Showell Elementary School.
 - (2) The estimated cost for construction and equipping of a new Showell Elementary School is approximately \$48,552,420.
 - (3) The funds proposed to be borrowed for construction and equipping of a new Showell Elementary School can be provided at the lowest annual interest rate and cost of issuance by the issuance of general obligation bonds by the County.
 - (4) Use of the proceeds of the Bonds by the County to finance a portion of the cost of construction and equipping of a new Showell Elementary School is a proper public purpose which may be financed by the issuance of the Bonds pursuant to the Act.
- (c) Pursuant to the Act, the County is hereby authorized to borrow upon its full faith and credit an amount not to exceed \$38,000,000 and to evidence such borrowing by issuing, selling and delivering its Bonds, at any time or from time to time and in one or more series, in an aggregate principal amount not to exceed \$38,000,000 subject to the provisions and conditions of this Local Law.
- (d) The proceeds from the sale of the Bonds shall be applied for the public purpose of financing a portion of the cost of construction and equipping of a new Showell Elementary School as identified in the Worcester County 5 Year Capital Improvement Plan - FY 2020 to FY 2024 by and through Resolution No. 19-1, adopted by the Board on January 8, 2019, including payment of all related costs and costs of the issuance of the Bonds. The County expressly reserves the right to amend this Local Law to authorize use of the proceeds of the Bonds, including any excess proceeds after application for the purposes described in this Paragraph, to such other public purpose or purposes as the County may approve by enactment of an amendment to this Local Law in accordance with, and pursuant to, the Act.
- (e) In each and every fiscal year that any of the Bonds are outstanding, the County shall levy or cause to be levied ad valorem taxes upon all assessable real and tangible personal property within the geographical boundaries of the County, in rate and amount sufficient to provide for the payment, when due, of the principal of and interest on all of the Bonds maturing in each such fiscal year and, if the proceeds from the taxes so levied in any fiscal year prove inadequate for such payment, additional taxes shall be levied in the succeeding fiscal year to make up any deficiency; provided, however, that the County may apply to the payment of the principal of and interest on any Bonds issued hereunder any funds received by it from the State of Maryland, the United States of America, any agency or instrumentality of either, or from any other source.

- (f) As permitted by sections 19-211 to 19-221 of the Local Government Article of the Annotated Code of Maryland, the provisions set forth in this Local Law for the issuance and sale of the Bonds are intended and shall be deemed to include provisions for the issuance and sale of bond anticipation notes without the adoption of any other local law or other action by the legislative body of the County. Accordingly, the words "bonds" and "Bonds", as used in this Local Law, shall include such bond anticipation notes, unless the context clearly requires a contrary meaning. At no time shall the aggregate principal amount of any bond anticipation notes exceed the amount set forth in Section C. of this Local Law. It is intended that the aggregate principal amount of the issued and outstanding bond anticipation notes when added to the aggregate principal amount of issued and outstanding Bonds in anticipation of which such notes were issued, shall not exceed the aggregate principal amount set forth in Section C. of this Local Law at any time. The County will agree to pay any bond anticipation notes issued pursuant to this Local Law and the interest and premium, if any, thereon from the proceeds of the Bonds in anticipation of the sale of which such notes are issued, and the County will agree to issue such Bonds when, and as soon as, the reason for deferring the issuance of the Bonds no longer exists.
- (g) Prior to the issuance and sale of any of the Bonds, the County shall adopt one or more resolutions in accordance with Section 19-504 of the Act, which resolution shall describe in part, the following: (i) the amount of Bonds which shall be issued and the amount of the proceeds of such Bonds allocated to each project specified in such resolution or resolutions, (ii) the statement of the public purpose or purposes for which the proceeds of the Bonds are to be expended, (iii) the form of the Bonds, which shall include the place and time of payment thereof, the rate or rates of interest payable thereon, or space for the insertion of the rate or rates of interest upon the determination thereof, the titles of the officials whose signatures shall be affixed to or imprinted on the Bonds, the authority for the issuance thereof, and the taxes and any special revenues from which the principal of and interest on the Bonds will be payable, (iv) the designation, form, tenor, denomination or denominations and maturities (not exceeding forty years), and optional and mandatory sinking fund redemption provisions, if any, of the Bonds, (v) the method of sale of such Bonds, (vi) provisions for the notice soliciting bids for the purchase of the Bonds, if the Bonds are sold at public sale, (vii) specific provisions for the appropriation and disposal of the proceeds of the sale of the Bonds and specific provisions for the payment of the principal and interest thereon, which provisions shall specify the source or sources of payment and shall constitute a covenant binding the County to provide the funds from the source or sources as and when principal and interest are due and payable, (viii) if any of the proceeds of the Bonds are to be loaned by the County, the terms of such loan and of any Loan Agreement executed in connection with such loan, and (ix) any and all other matters deemed necessary in connection with the proposed borrowing, the issuance, sale and delivery of the Bonds and the appropriation of the proceeds thereof. Additionally, such resolution or resolutions may provide that the issuance of Bonds authorized pursuant to this Local Law may be consolidated with one or more other issues authorized by this Local Law or any other Public Local Law, all as provided in Section 19-101 of the Local Government Article of the Annotated Code of Maryland as amended, and any successor provision of law.
- (h) The Bonds evidencing the borrowing authorized by this Local Law shall constitute, and they shall so recite, an irrevocable pledge of the full faith and credit and unlimited taxing power of the County to the payment of the maturing principal of and interest and premium (if any) on the Bonds as and when they become due and payable.
- (i) The Bonds may be sold in one or more series, and the Bonds of any series shall be sold either (a) at private (negotiated) sale and at or above par, or (b) at public sale, by competitive bid, at or above par, as determined by the Board to be in the best interest of the County; in either or both

of which events, the Bonds of such series shall be sold in such manner and upon such terms as the Board deems to be in the best interests of the County.

- (j) The Bonds and their issuance and sale shall be exempt from the provisions of Sections 19-205 and 19-206 of the Local Government Article of the Annotated Code of Maryland, as in effect from time to time.
- (k) The County may enter into agreements with agents, banks, fiduciaries, insurers or others for the purpose of enhancing the marketability of, and security for, the Bonds and for the purpose of securing any tender option that may be granted to holders of the Bonds.
- (l) In case any officer whose signature appears on any Bond ceases to be such officer before delivery, the signature shall nevertheless be valid and sufficient for all purposes as if the officer had remained in office until delivery.
- (m) Upon delivery of any Bonds to the purchaser or purchasers, payment shall be made to the Finance Officer of the County or such other official of the County as may be designated to receive payment in a resolution passed by the Board prior to delivery of the Bonds.
- (n) The County may, prior to the preparation of definitive bonds, issue interim certificates or temporary bonds, exchangeable for definitive bonds when such bonds have been executed and are available for delivery. The County may, by appropriate resolution, provide for the replacement of any Bonds issued under this Act which may have become mutilated or lost or destroyed upon such conditions and after receiving such indemnity as the County may require.
- (o) The authority to borrow money and to issue bonds conferred on the County by this Local Law shall be deemed to provide additional, alternative and supplemental authority for borrowing money and shall be regarded as supplemental and additional to powers conferred upon the County by other laws and shall not be regarded as in derogation of any power now existing; and all previously enacted laws authorizing the County to borrow money are hereby continued to the extent that the power contained in them is continuing or has not been exercised, unless any law is expressly repealed by this Local Law, and the validity of any bonds issued under previously enacted laws is hereby ratified, confirmed and approved. This Local Law, being necessary for the welfare of the inhabitants of Worcester County, shall be liberally construed to effect its purposes. All Public Local Laws previously enacted, and parts of Public Local Laws previously enacted, which are inconsistent with the provisions of this Local Law, are hereby repealed to the extent of any inconsistency.
- (p) The County shall seek funds for construction and equipping of a new Showell Elementary School or repayment of the Bonds through such grant sources as the Board may, from time to time, deem desirable and appropriate.
- (q) The provisions of this Local Law are severable, and if any provision, sentence, clause, section or part hereof is held to be illegal, invalid or unconstitutional or inapplicable to any person or circumstances, such illegality, invalidity or unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, sentences, clauses, sections, or parts of this Local Law or their application to other persons or circumstances. It is hereby declared to be the legislative intent that this Local Law would have been passed if such illegal, invalid or unconstitutional provision, sentence, clause, section or part had not been included herein, and if the person or circumstances to which this Local Law or any part hereof are inapplicable had been specifically exempted therefrom.

Section 2. BE IT FURTHER ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that this Bill shall take effect forty-five (45) days from the date of its passage.

PASSED this _____ day of _____, 2019.

ATTEST:

WORCESTER COUNTY COMMISSIONERS

Harold L. Higgins
Chief Administrative Officer

Diana Purnell, President

Joseph M. Mitrecic, Vice President

Anthony W. Bertino, Jr.

Madison J. Bunting, Jr.

James C. Church

Theodore J. Elder

Joshua C. Nordstrom



The Board of Education of Worcester County

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

- Board Members
- WILLIAM L. GORDY
President
 - ERIC W. CROPPER, SR.
Vice-President
 - BARRY Q. BRITTINGHAM, SR.
 - J. DOUGLAS DRYDEN
 - ELENA J. MCCOMAS
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 - SARA D. THOMPSON

- LOUIS H. TAYLOR
Superintendent of Schools
- H. STEPHEN PRICE
Chief Safety Officer
- JOHN R. QUINN, Ed.D.
Chief Academic Officer
- VINCENT E. TOLBERT, CPA
Chief Financial Officer
- ANNETTE E. WALLACE, Ed.D.
Chief Operating Officer



December 18, 2018

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

*Copy: Kathy Whitel ✓
Phil Thompson ✓*

Dear President Purnell:

On August 7, 2018, the County Commissioners approved the bids for the Showell Elementary Replacement School project. Construction began on September 29, 2018 and is proceeding on schedule.

During preparation of the Showell Elementary Replacement School bid documents, the Board of Education and the project Architect developed a project bid alternate to construct four additional Pre-Kindergarten classrooms. The current construction plans for the replacement school include four Pre-Kindergarten classrooms. These four classrooms will accommodate the current Showell Pre-K enrollment for the half-day Pre-Kindergarten program. Showell Elementary experienced an increase in Pre-K enrollment from September 2017 (62 students) to September 2018 (86 students).

Due to the expanding Pre-K enrollment at the Showell Elementary School and the very likely possibility that the State of Maryland will, in the next few years, mandate all-day Pre-Kindergarten in all Maryland public schools, I am requesting your consideration and approval of Bid Alternate #1 for the Showell construction project. Bid Alternate #1 provides four additional Pre-K classrooms for the new school.

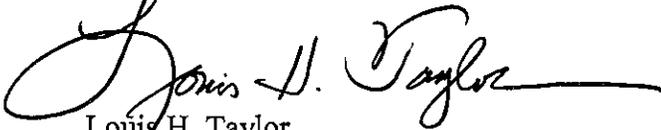
I have attached a floor plan of the new school which indicates the location of the four classroom addition and a Bid Alternate #1 cost information sheet. As you can see, execution of Bid Alternate #1 will entail additional project funding of \$966,362.00. Eleven of the thirteen Showell Elementary contractors who will participate in the work included in Bid Alternate #1 have confirmed that the costs they submitted in their bid proposals dated June 13, 2018 are confirmed as submitted. Two contractors, the mechanical and electrical contractors, have submitted increased Bid Alternate #1 costs due to material and equipment costs they have experienced over the past six months. The revised mechanical and electrical costs have added \$92,888.00 to the \$873,474.00 Bid Alternate #1 costs we received on bid opening day in June.



It is our strong belief that execution of Bid Alternate #1 will provide the students of Showell Elementary the instructional spaces required for the future all-day Pre-Kindergarten mandate. It is also our belief that now is the time to execute the bid alternate in order to eliminate the possibility of adding portable classrooms at the newly-opened Showell Elementary School in order to accommodate the all-day Pre-K mandate and to mitigate rising construction costs we would most certainly be impacted by should we decide to add the four classrooms as we approach completion of the new school or even a year or two after opening the new school.

The Board of Education and I want to thank and commend you for your continued support of our school system. Because of your unwavering support and leadership, we have navigated the design and bidding processes for the Showell Replacement School. I am reminded of all of the hard work we accomplished together as I watch the construction progress on the Showell Elementary site every day. We look forward to meeting with you on December 18th to discuss our Bid Alternate #1 funding request for the Showell Elementary Replacement School project.

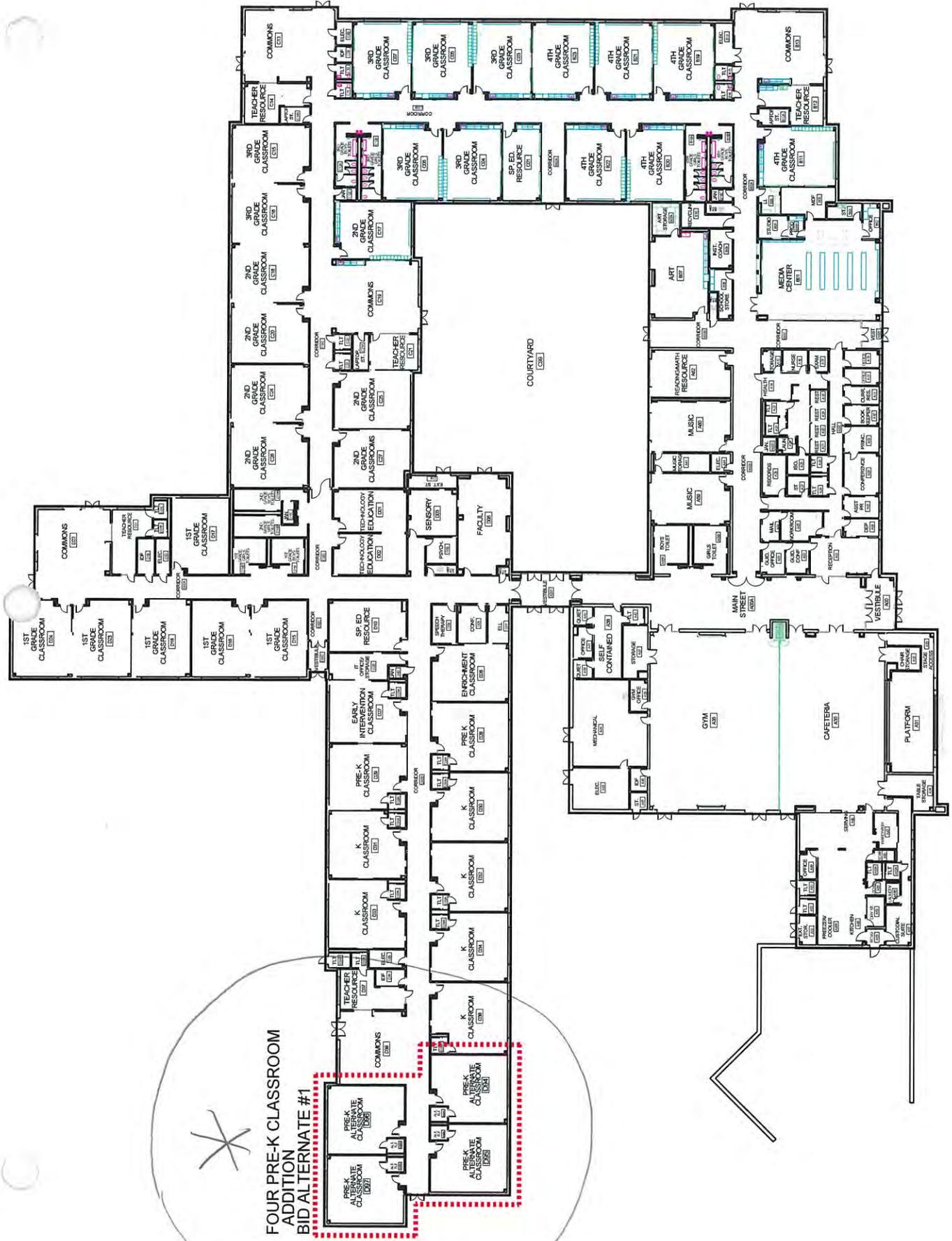
Sincerely,



Louis H. Taylor
Superintendent of Schools

LT:jjp
Atch.

cc: Board of Education Members
Mr. Harold Higgins



FOUR PRE-K CLASSROOM
 ADDITION
 BID ALTERNATE #1

Showell Elementary Replacement School

**Showell Elementary Replacement School
 Bid Alternate #1 Costs
 (Four Pre-Kindergarten Classroom Addition)**

Bid Package	Area of Work	Bid Alt. #1 Cost
2A	Sitework	\$5,000.00
3A	Building Concrete	\$54,500.00
4A	Masonry	\$130,000.00
5A	Structural Steel	\$37,000.00
6A	Carpentry	\$104,515.00
7A	Roofing	\$93,000.00
8A	Windows	\$7,600.00
9A	Drywall	\$104,000.00
9B	Ceramic Tile	\$9,000.00
9D	Carpet/VCT	\$12,359.00
9E	Paint	\$6,000.00
15A	Mechanical	\$178,278.00
16A	Electrical	\$225,110.00
Total		\$966,362.00

RESOLUTION NO. 19 - 1

RESOLUTION APPROVING AND ADOPTING THE AMENDED WORCESTER COUNTY FIVE-YEAR CAPITAL IMPROVEMENT PLAN - FY 2020 TO FY 2024

WHEREAS, the County Commissioners of Worcester County, Maryland adopted the Worcester County Five-Year Capital Improvement Plan - FY 2020 to FY 2024 by Resolution No. 18-24 on November 20, 2018 which reflects certain Capital Projects which are necessary to be constructed during the period of July 1, 2019 through June 30, 2024 in order to promote the health, safety, and welfare of the citizens of Worcester County and in order to provide adequate public facilities for the proper and efficient delivery of public services to the citizens of Worcester County; and

WHEREAS, subsequent to the adoption of the Worcester County Five-Year Capital Improvement Plan - FY 2020 to FY 2024, the Worcester County Board of Education (BOE) requested certain revisions with respect to the Showell Elementary Replacement School project and the Stephen Decatur High School (SDHS) Turf Field project since adoption. Specifically, the BOE requested additional funding of \$1,000,000 for the Showell Elementary Replacement School project for additional classrooms to accommodate anticipated Pre-Kindergarten enrollment, and requested a revised scope for the SDHS Turf Field project to include a running track and athletic improvements: and

WHEREAS, the Worcester County Commissioners have conducted a public hearing on January 8, 2019 to receive public comment on the proposed amendments to the Worcester County Five-Year Capital Improvement Plan - FY 2020 to FY 2024 adopted by Resolution No. 18-24 on November 20, 2018; and

NOW, THEREFORE, BE IT RESOLVED by the County Commissioners of Worcester County, Maryland that the amended Worcester County Five-Year Capital Improvement Plan - FY 2020 to FY 2024 attached hereto, is hereby adopted.

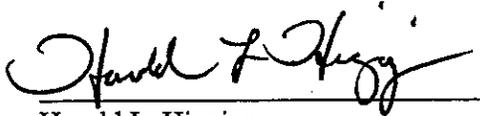
AND BE IT FURTHER RESOLVED by the County Commissioners of Worcester County, Maryland that funding for the projects identified in the Worcester County Five-Year Capital Improvement Plan - FY 2020 to FY 2024 may be provided from annual tax levies, issuance of public debt, use of reserve funds, or from such other sources as the County Commissioners may from time to time determine.

AND BE IT FURTHER RESOLVED that the County Commissioners of Worcester County, Maryland may, from time to time as deemed to be in the best interest of the County and to meet the needs of its citizens, amend said Capital Improvement Plan by the addition or deletion of projects therefrom.

AND BE IT FURTHER RESOLVED that this Resolution shall be effective immediately upon its passage.

PASSED AND ADOPTED this 8th day of January, 2019.

ATTEST:



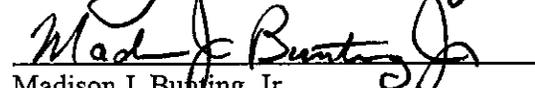
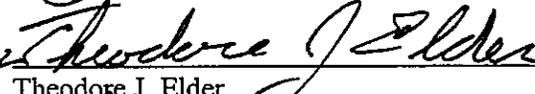
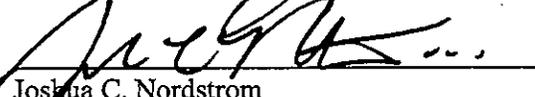
Harold L. Higgins
Chief Administrative Officer

COUNTY COMMISSIONERS OF
WORCESTER COUNTY, MARYLAND


Diana Purnell, President

Absent

Joseph M. Mitrecic, Vice President


Anthony W. Bertino, Jr.
Madison J. Bunting, Jr.
James C. Church
Theodore J. Elder
Joshua C. Nordstrom

Project: Showell Elementary Replacement School

Dept Head, Title & Phone #: Vince Tolbert, Chief Financial Officer, Board of Education, 410 632-5063

Project Summary: Showell Elementary Replacement School

Purpose: Demolish existing school and construct replacement school.

Location: 11318 Showell School Road, Berlin, Md. 21811

Impacts on General Fund Operating, Personnel or Maintenance: The Showell Elementary Replacement School will provide more square footage than the existing 52,610 s.f. school. However, with energy efficiency elements included in the design of the replacement school and new building systems requiring minimum maintenance costs, the impact on general funds is not expected to rise significantly.

	FY 20	FY 21	FY 22	FY 23	FY 24	Prior Allocation (FY16-FY19)	Balance to Complete	Total Project Cost
Engineering/Design	186,864	93,446				2,222,651		2,502,961
Land Acquisition								0
Site Work	2,389,062	912,969				912,969		4,215,000
Construction	22,193,978	8,222,153				8,785,328		39,201,459
Equipment/Furnishings	1,953,560	483,632				195,808		2,633,000
Other								0
EXPENDITURES								

TOTAL	26,723,464	9,712,200	0	0	0	12,116,756	0	48,552,420
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SOURCES OF FUNDS								
General Fund								0
User Fees								0
Grant Funds								0
State Match	4,336,000					4,336,000		8,672,000
State Loan								0
Assigned Funds						2,358,188		2,358,188
Private Donation								0
Enterprise Bonds								0
General Bonds	22,387,464	9,712,200				5,422,568		37,522,232
								0
								0

TOTAL	26,723,464	9,712,200	0	0	0	12,116,756	0	48,552,420
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PROJECTED OPERATING IMPACTS	FY 20	FY 21	FY 22	FY 23	FY 24	Prior Allocation (FY16-FY19)	Balance to Complete	Total Project Cost
	0	0	0	0	0			0

Project: Showell Elementary Replacement School

Complete the following questions.

Project scope.

Provide the detail available on the project scope. How was the scope determined? Is there any historical information critical to the understanding of scope development? Is this is mandated by Federal Law?

The Showell Elementary School Feasibility Study was completed in April 2014, approved by the Worcester County Board of Education in May 2014 and by the Worcester County Commissioners in August 2014. The Study recommended construction of a replacement school in lieu of renovating the existing school. Current project scope was determined through Conceptual Plan phase of the project completed in August 2016. Schematic Design, Design Development and Construction Documents have been completed. The project bid on June 13, 2018. The bids were approved by the Board of Education in July 2018 and by the County Commissioners and the State of Maryland in August 2018. Construction is scheduled to begin in October 2018.

County benefit.

How do the citizens and the County benefit from the project? Does it benefit the County in general or is the benefit targeted to a smaller area or population? Are there consequences for not doing this project? If the project is delayed or not funded, what would be the negative impact?

Completion of the construction project will provide current and future students, faculty and Showell Elementary parents and community with a complete upgrade to the existing 41-year-old facility.

Cost estimate.

How was the cost estimate developed? Was there a scope study? Is it an engineers estimate? Is it a square foot estimate? Is it based on similar projects? Give us the back up information. Is the estimate your "best guess", please tell us. Are there any concerns with your estimate?

Costs are based upon the final construction and project costs approved by the County Commissioners in August 2018.

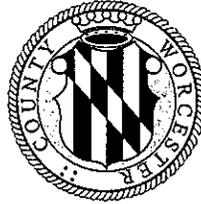
CIP Timing. If you are requesting a change, please tell us why. New projects should typically be added to the last year of the CIP. If you are requesting a new project earlier, tell us why. Requesting a change in timing - tell us why. Is the timing of the project related to any other CIP project? Does it need to be completed before or at the same time as another project? Does another project need to be completed before this project?

N/A

Urgency.

Help us to understand the relative urgency of the project. Is it critical? Does it need to be done and done now? Is the project necessary, but not as time critical? Does it need to be done, but will a delay of some years have a significant impact? Is the project something that would be good to do if the resources are available, but has no significant consequences if it isn't funded?

Project has been approved by the County Commissioners.



26

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

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

OFFICE OF THE
COUNTY COMMISSIONERS

Worcester County

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

December 19, 2018

FAXED
12/19/18 @ 6:36pm

TO: *The Daily Times Group and Ocean City Today Group*
FROM: Kelly Shannahan, Assistant Chief Administrative Officer *KS*

Please print the attached Notice of Introduction of Bill 18-9 in *The Daily Times/Worcester County Times/Ocean Pines Independent* and *Ocean City Digest/Ocean City Today* on January 3, 2019 and January 17, 2019. Thank you.

NOTICE OF INTRODUCTION OF BILL 18-9 WORCESTER COUNTY COMMISSIONERS

Take Notice that Bill 18-9 entitled AN ACT TO AUTHORIZE AND EMPOWER THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND TO BORROW ON ITS FULL FAITH AND CREDIT, AND TO ISSUE AND SELL ITS GENERAL OBLIGATION BONDS AND ITS BOND ANTICIPATION NOTES THEREFOR, AT ONE TIME OR FROM TIME TO TIME WITHIN FOUR YEARS FROM THE DATE THIS BILL BECOMES EFFECTIVE, IN AN AMOUNT NOT EXCEEDING \$1,400,000 TO PROVIDE FINANCING FOR INSTALLATION OF A NEW TURF ATHLETIC FIELD AND TRACK AT STEPHEN DECATUR HIGH SCHOOL, INCLUDING PAYMENT OF ALL RELATED COSTS AND COSTS OF ISSUANCE OF SUCH BONDS was introduced by Commissioners Bunting, Church, Elder, Mitrecic, Nordstrom and Purnell on December 18, 2018.

A fair summary of the bill is as follows:

APPENDIX "OO" BOND AUTHORIZATION FOR FINANCING INSTALLATION OF A NEW TURF ATHLETIC FIELD AND TRACK AT STEPHEN DECATUR HIGH SCHOOL

- A) Recites legal authorization for borrowing; Resolution of the Commissioners adopting the FY 2020 to FY 2024 Worcester County 5 Year Capital Improvement Plan; and the determination of the Commissioners to borrow \$1,400,000 through general obligation bonds to finance the installation of a new turf athletic field and track at Stephen Decatur High School.
- B) States the determination of the Commissioners that there is a public need for the installation of a new turf athletic field and track at Stephen Decatur High School; states the estimated cost of \$1,400,000 for the installation of a new turf athletic field and track at Stephen Decatur High School; states that the funds to be borrowed can be provided at the lowest annual interest rate

and cost of issuance by the issuance of general obligation bonds by the County; states that the project is a proper public purpose which may be financed by the issuance of bonds.

- C) Authorizes the County to borrow \$1,400,000 by issuance of bonds.
- D) Provides that the proceeds of the bonds shall be for the purpose of financing the installation of a new turf athletic field and track at Stephen Decatur High School.
- E) Provides that the County shall levy annual property taxes sufficient to pay the principal and interest on the bonds due each year.
- F) Authorizes the issuance of Bond Anticipation Notes.
- G) Provides that before the issuance of any bonds, the Commissioners shall adopt a Resolution which describes the amount, purpose and form of the bonds and other matters relating to the issuance of the bonds.
- H) Provides that the bonds shall constitute a pledge of the full faith and credit of the County.
- I) Provides that the bonds may be sold either at private sale or at public sale as determined by the County Commissioners.
- J) Provides that the bonds shall be exempt from certain provisions of Sections 19-205 and 19-206 of the Local Government Article of the Annotated Code of Maryland.
- K) Provides that the County may enter into agreements to enhance the marketability of the bonds.
- L) Provides that the signature of the officer that appears on the bonds shall be valid even if that officer ceases to be an officer before delivery of the bonds.
- M) Provides that upon delivery of the bonds to the purchaser, payment shall be made to the Finance Officer of the County.
- N) Authorizes the issuance of interim certificates or temporary bonds.
- O) Provides that the authorities set forth in this law are supplemental to existing authorities.
- P) Provides that the County shall seek grants to fund the installation of a new turf athletic field and track at Stephen Decatur High School or repayment of the bonds as determined by the County Commissioners.
- Q) Provides for severability provisions.

A Public Hearing

will be held on Bill 18-9 at the Commissioners' Meeting Room, Room 1101 - Government Center, One West Market Street, Snow Hill, Maryland, on **Tuesday, January 22, 2019 at 11:00 a.m.**

This is only a fair summary of the bill. A full copy of the bill is posted on the Legislative Bulletin Board in the main hall of the Worcester County Government Center outside Room 1103 and is also available for public inspection in Room 1103 of the Worcester County Government Center.

THE WORCESTER COUNTY COMMISSIONERS

COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND

BILL 18-9

BY: Commissioners Bunting, Church, Elder, Mitrecic, Nordstrom and Purnell
INTRODUCED: December 18, 2018

A BILL ENTITLED

AN ACT

TO AUTHORIZE AND EMPOWER THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND TO BORROW ON ITS FULL FAITH AND CREDIT, AND TO ISSUE AND SELL ITS GENERAL OBLIGATION BONDS AND ITS BOND ANTICIPATION NOTES THEREFOR, AT ONE TIME OR FROM TIME TO TIME WITHIN FOUR YEARS FROM THE DATE THIS BILL BECOMES EFFECTIVE, IN AN AMOUNT NOT EXCEEDING \$1,400,000 TO PROVIDE FINANCING FOR INSTALLATION OF A NEW TURF ATHLETIC FIELD AND TRACK AT STEPHEN DECATUR HIGH SCHOOL, INCLUDING PAYMENT OF ALL RELATED COSTS AND COSTS OF ISSUANCE OF SUCH BONDS.

For the purpose of authorizing the issuance and sale by County Commissioners of Worcester County, Maryland of its general obligation bonds and its bond anticipation notes to finance the cost of installation of a new turf athletic field and track at Stephen Decatur High School.

Section 1. BE IT ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that Appendix OO to the Code of Public Local Laws of Worcester County, Maryland be created to read as follows:

APPENDIX "OO"

BOND AUTHORIZATION FOR FINANCING INSTALLATION OF
A NEW TURF ATHLETIC FIELD AND TRACK AT STEPHEN DECATUR HIGH SCHOOL

§ 1. Financing installation of a new turf athletic field and track at Stephen Decatur High School.

(a) Recitals

- (1) Pursuant to Sections 19-501 to 19-510, inclusive, of the Local Government Article of the Annotated Code of Maryland, as amended (the "Act"), County Commissioners of Worcester County, Maryland (the "County") may borrow money for any public purpose and may evidence the borrowing by the issuance and sale of its general obligation bonds.
- (2) By and through Resolution No. 19-1, adopted by the Board of County Commissioners of Worcester County (the "Board") on January 8, 2019, the County has approved and adopted the Worcester County 5 Year Capital Improvement Plan - FY 2020 to FY 2024 which includes installation of a new turf athletic field and track at Stephen Decatur High School.

- (3) The Board, based upon the findings and determinations and subject to the conditions set forth below, has determined to borrow money in an aggregate principal amount of not more than \$1,400,000 and to evidence such borrowing by the issuance, sale and delivery of its general obligation bonds (the "Bonds") pursuant to the provisions of the Act, and to apply the proceeds of the Bonds to finance installation of a new turf athletic field and track at Stephen Decatur High School, including (without limitation) payment of all related costs and the costs of issuance of the Bonds, all subject to the terms and conditions of this Local Law.
- (b) The Board, acting pursuant to the Act, hereby determines and declares that:
 - (1) There is a public need for installation of a new turf athletic field and track at Stephen Decatur High School.
 - (2) The estimated cost for installation of a new turf athletic field and track at Stephen Decatur High School is approximately \$1,400,000.
 - (3) The funds proposed to be borrowed for installation of a new turf athletic field and track at Stephen Decatur High School can be provided at the lowest annual interest rate and cost of issuance by the issuance of general obligation bonds by the County.
 - (4) Use of the proceeds of the Bonds by the County to finance installation of a new turf athletic field and track at Stephen Decatur High School is a proper public purpose which may be financed by the issuance of the Bonds pursuant to the Act.
- (c) Pursuant to the Act, the County is hereby authorized to borrow upon its full faith and credit an amount not to exceed \$1,400,000 and to evidence such borrowing by issuing, selling and delivering its Bonds, at any time or from time to time and in one or more series, in an aggregate principal amount not to exceed \$1,400,000 subject to the provisions and conditions of this Local Law.
- (d) The proceeds from the sale of the Bonds shall be applied for the public purpose of financing the installation of a new turf athletic field and track at Stephen Decatur High School as identified in the Worcester County 5 Year Capital Improvement Plan - FY 2020 to FY 2024 by and through Resolution No. 19-1, adopted by the Board on January 8, 2019, including payment of all related costs and costs of the issuance of the Bonds. The County expressly reserves the right to amend this Local Law to authorize use of the proceeds of the Bonds, including any excess proceeds after application for the purposes described in this Paragraph, to such other public purpose or purposes as the County may approve by enactment of an amendment to this Local Law in accordance with, and pursuant to, the Act.
- (e) In each and every fiscal year that any of the Bonds are outstanding, the County shall levy or cause to be levied ad valorem taxes upon all assessable real and tangible personal property within the geographical boundaries of the County, in rate and amount sufficient to provide for the payment, when due, of the principal of and interest on all of the Bonds maturing in each such fiscal year and, if the proceeds from the taxes so levied in any fiscal year prove inadequate for such payment, additional taxes shall be levied in the succeeding fiscal year to make up any deficiency; provided, however, that the County may apply to the payment of the principal of and interest on any Bonds issued hereunder any funds received by it from the State of Maryland, the United States of America, any agency or instrumentality of either, or from any other source.

- (f) As permitted by sections 19-211 to 19-221 of the Local Government Article of the Annotated Code of Maryland, the provisions set forth in this Local Law for the issuance and sale of the Bonds are intended and shall be deemed to include provisions for the issuance and sale of bond anticipation notes without the adoption of any other local law or other action by the legislative body of the County. Accordingly, the words "bonds" and "Bonds", as used in this Local Law, shall include such bond anticipation notes, unless the context clearly requires a contrary meaning. At no time shall the aggregate principal amount of any bond anticipation notes exceed the amount set forth in Section C. of this Local Law. It is intended that the aggregate principal amount of the issued and outstanding bond anticipation notes when added to the aggregate principal amount of issued and outstanding Bonds in anticipation of which such notes were issued, shall not exceed the aggregate principal amount set forth in Section C. of this Local Law at any time. The County will agree to pay any bond anticipation notes issued pursuant to this Local Law and the interest and premium, if any, thereon from the proceeds of the Bonds in anticipation of the sale of which such notes are issued, and the County will agree to issue such Bonds when, and as soon as, the reason for deferring the issuance of the Bonds no longer exists.
- (g) Prior to the issuance and sale of any of the Bonds, the County shall adopt one or more resolutions in accordance with Section 19-504 of the Act, which resolution shall describe in part, the following: (i) the amount of Bonds which shall be issued and the amount of the proceeds of such Bonds allocated to each project specified in such resolution or resolutions, (ii) the statement of the public purpose or purposes for which the proceeds of the Bonds are to be expended, (iii) the form of the Bonds, which shall include the place and time of payment thereof, the rate or rates of interest payable thereon, or space for the insertion of the rate or rates of interest upon the determination thereof, the titles of the officials whose signatures shall be affixed to or imprinted on the Bonds, the authority for the issuance thereof, and the taxes and any special revenues from which the principal of and interest on the Bonds will be payable, (iv) the designation, form, tenor, denomination or denominations and maturities (not exceeding forty years), and optional and mandatory sinking fund redemption provisions, if any, of the Bonds, (v) the method of sale of such Bonds, (vi) provisions for the notice soliciting bids for the purchase of the Bonds, if the Bonds are sold at public sale, (vii) specific provisions for the appropriation and disposal of the proceeds of the sale of the Bonds and specific provisions for the payment of the principal and interest thereon, which provisions shall specify the source or sources of payment and shall constitute a covenant binding the County to provide the funds from the source or sources as and when principal and interest are due and payable, (viii) if any of the proceeds of the Bonds are to be loaned by the County, the terms of such loan and of any Loan Agreement executed in connection with such loan, and (ix) any and all other matters deemed necessary in connection with the proposed borrowing, the issuance, sale and delivery of the Bonds and the appropriation of the proceeds thereof. Additionally, such resolution or resolutions may provide that the issuance of Bonds authorized pursuant to this Local Law may be consolidated with one or more other issues authorized by this Local Law or any other Public Local Law, all as provided in Section 19-101 of the Local Government Article of the Annotated Code of Maryland as amended, and any successor provision of law.
- (h) The Bonds evidencing the borrowing authorized by this Local Law shall constitute, and they shall so recite, an irrevocable pledge of the full faith and credit and unlimited taxing power of the County to the payment of the maturing principal of and interest and premium (if any) on the Bonds as and when they become due and payable.
- (i) The Bonds may be sold in one or more series, and the Bonds of any series shall be sold either (a) at private (negotiated) sale and at or above par, or (b) at public sale, by competitive bid, at or above par, as determined by the Board to be in the best interest of the County; in either or both

of which events, the Bonds of such series shall be sold in such manner and upon such terms as the Board deems to be in the best interests of the County.

- (j) The Bonds and their issuance and sale shall be exempt from the provisions of Sections 19-205 and 19-206 of the Local Government Article of the Annotated Code of Maryland, as in effect from time to time.
- (k) The County may enter into agreements with agents, banks, fiduciaries, insurers or others for the purpose of enhancing the marketability of, and security for, the Bonds and for the purpose of securing any tender option that may be granted to holders of the Bonds.
- (l) In case any officer whose signature appears on any Bond ceases to be such officer before delivery, the signature shall nevertheless be valid and sufficient for all purposes as if the officer had remained in office until delivery.
- (m) Upon delivery of any Bonds to the purchaser or purchasers, payment shall be made to the Finance Officer of the County or such other official of the County as may be designated to receive payment in a resolution passed by the Board prior to delivery of the Bonds.
- (n) The County may, prior to the preparation of definitive bonds, issue interim certificates or temporary bonds, exchangeable for definitive bonds when such bonds have been executed and are available for delivery. The County may, by appropriate resolution, provide for the replacement of any Bonds issued under this Act which may have become mutilated or lost or destroyed upon such conditions and after receiving such indemnity as the County may require.
- (o) The authority to borrow money and to issue bonds conferred on the County by this Local Law shall be deemed to provide additional, alternative and supplemental authority for borrowing money and shall be regarded as supplemental and additional to powers conferred upon the County by other laws and shall not be regarded as in derogation of any power now existing; and all previously enacted laws authorizing the County to borrow money are hereby continued to the extent that the power contained in them is continuing or has not been exercised, unless any law is expressly repealed by this Local Law, and the validity of any bonds issued under previously enacted laws is hereby ratified, confirmed and approved. This Local Law, being necessary for the welfare of the inhabitants of Worcester County, shall be liberally construed to effect its purposes. All Public Local Laws previously enacted, and parts of Public Local Laws previously enacted, which are inconsistent with the provisions of this Local Law, are hereby repealed to the extent of any inconsistency.
- (p) The County shall seek funds for installation of a new turf athletic field and track at Stephen Decatur High School or repayment of the Bonds through such grant sources as the Board may, from time to time, deem desirable and appropriate.
- (q) The provisions of this Local Law are severable, and if any provision, sentence, clause, section or part hereof is held to be illegal, invalid or unconstitutional or inapplicable to any person or circumstances, such illegality, invalidity or unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, sentences, clauses, sections, or parts of this Local Law or their application to other persons or circumstances. It is hereby declared to be the legislative intent that this Local Law would have been passed if such illegal, invalid or unconstitutional provision, sentence, clause, section or part had not been included herein, and if the person or circumstances to which this Local Law or any part hereof are inapplicable had been specifically exempted therefrom.

Section 2. BE IT FURTHER ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that this Bill shall take effect forty-five (45) days from the date of its passage.

PASSED this _____ day of _____, 2019.

ATTEST:

WORCESTER COUNTY COMMISSIONERS

Harold L. Higgins
Chief Administrative Officer

Diana Purnell, President

Joseph M. Mitrecic, Vice President

Anthony W. Bertino, Jr.

Madison J. Bunting, Jr.

James C. Church

Theodore J. Elder

Joshua C. Nordstrom

RESOLUTION NO. 19 - 1

RESOLUTION APPROVING AND ADOPTING THE AMENDED WORCESTER COUNTY FIVE-YEAR CAPITAL IMPROVEMENT PLAN - FY 2020 TO FY 2024

WHEREAS, the County Commissioners of Worcester County, Maryland adopted the Worcester County Five-Year Capital Improvement Plan - FY 2020 to FY 2024 by Resolution No. 18-24 on November 20, 2018 which reflects certain Capital Projects which are necessary to be constructed during the period of July 1, 2019 through June 30, 2024 in order to promote the health, safety, and welfare of the citizens of Worcester County and in order to provide adequate public facilities for the proper and efficient delivery of public services to the citizens of Worcester County; and

WHEREAS, subsequent to the adoption of the Worcester County Five-Year Capital Improvement Plan - FY 2020 to FY 2024, the Worcester County Board of Education (BOE) requested certain revisions with respect to the Showell Elementary Replacement School project and the Stephen Decatur High School (SDHS) Turf Field project since adoption. Specifically, the BOE requested additional funding of \$1,000,000 for the Showell Elementary Replacement School project for additional classrooms to accommodate anticipated Pre-Kindergarten enrollment, and requested a revised scope for the SDHS Turf Field project to include a running track and athletic improvements: and

WHEREAS, the Worcester County Commissioners have conducted a public hearing on January 8, 2019 to receive public comment on the proposed amendments to the Worcester County Five-Year Capital Improvement Plan - FY 2020 to FY 2024 adopted by Resolution No. 18-24 on November 20, 2018; and

NOW, THEREFORE, BE IT RESOLVED by the County Commissioners of Worcester County, Maryland that the amended Worcester County Five-Year Capital Improvement Plan - FY 2020 to FY 2024 attached hereto, is hereby adopted.

AND BE IT FURTHER RESOLVED by the County Commissioners of Worcester County, Maryland that funding for the projects identified in the Worcester County Five-Year Capital Improvement Plan - FY 2020 to FY 2024 may be provided from annual tax levies, issuance of public debt, use of reserve funds, or from such other sources as the County Commissioners may from time to time determine.

AND BE IT FURTHER RESOLVED that the County Commissioners of Worcester County, Maryland may, from time to time as deemed to be in the best interest of the County and to meet the needs of its citizens, amend said Capital Improvement Plan by the addition or deletion of projects therefrom.

AND BE IT FURTHER RESOLVED that this Resolution shall be effective immediately upon its passage.

PASSED AND ADOPTED this 8th day of January, 2019.

ATTEST:



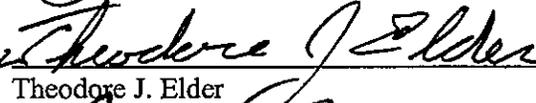
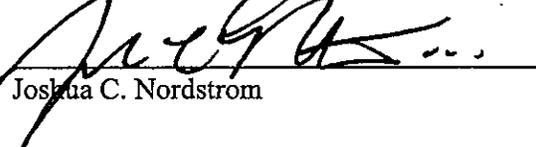
Harold L. Higgins
Chief Administrative Officer

COUNTY COMMISSIONERS OF
WORCESTER COUNTY, MARYLAND


Diana Purnell, President

Absent

Joseph M. Mitrecic, Vice President


Anthony W. Bertino, Jr.
Madison J. Bunting, Jr.
James C. Church
Theodore J. Elder
Joshua C. Nordstrom

Project: Stephen Decatur High School - Turf Field/Running Track/Athletic Improvements

Dept Head, Title & Phone #: Vince Tolbert, Chief Financial Officer Board of Ed, 410 632-5063

Project Summary: Install Turf Field, Resurface Running Track, Athletic Field Improvements - Stephen Decatur High School

Purpose: Demolish existing grass athletic field and install new turf surface. Included within field perimeter will be improvements to field event areas, including high jump, long jump, shot put and pole vault areas. Resurface existing running track.

Location: 9913 Seahawk Road, Berlin, MD. 21811

Impacts on General Fund Operating, Personnel or Maintenance: Installation of the new turf field will eliminate maintenance of the existing grass field and the existing field sprinkler system. Track resurfacing will address deteriorated track areas and improve the overall expected life of the track.

	FY 20	FY 21	FY 22	FY 23	FY 24	Prior Allocation	Balance to Complete	Total Project Cost
(FY 19)								
Engineering/Design	20,000					60,000		80,000
Land Acquisition								0
Site Work	765,000					555,000		1,320,000
Construction								0
Equipment/Furnishings								0
Other								0
EXPENDITURES								

TOTAL	785,000	0	0	0	0	615,000	0	1,400,000
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SOURCES OF FUNDS	(FY 19)							
General Fund								0
User Fees								0
Grant Funds								0
State Match								0
State Loan								0
Assigned Funds								0
Private Donation								0
Enterprise Bonds								0
General Bonds	785,000					615,000		1,400,000
								0
								0

TOTAL	785,000	0	0	0	0	615,000	0	1,400,000
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PROJECTED OPERATING IMPACTS	0	0	0	0	0			0
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Project: Stephen Decatur High School - Turf Field/Running Track/Athletic Improvements

Complete the following questions.

Project scope.

Provide the detail available on the project scope. How was the scope determined? Is there any historical information critical to the understanding of scope development? Is this is mandated by Federal Law?

Installation of the new turf field and resurfacing of the existing running track at Stephen Decatur High School will provide the SDHS students the same athletic surfaces we have installed at Pocomoke High School (2008) and Snow Hill High School (2014) through renovation projects at those two schools.

County benefit.

How do the citizens and the County benefit from the project? Does it benefit the County in general or is the benefit targeted to a smaller area or population? Are there consequences for not doing this project? If the project is delayed or not funded, what would be the negative impact?

Completion of the athletic turf installation project will provide current and future SDHS students the opportunity to utilize their athletic field year round. With the current grass field, SDHS administration limits the use of the field in order to protect and maintain the natural grass. The athletic turf will allow use of the field for team practices, band and unit practice, etc. Resurfacing of the existing running track will extend the serviceable life of the track and address areas of deterioration.

Cost estimate.

How was the cost estimate developed? Was there a scope study? Is it an engineers estimate? Is it a square foot estimate? Is it based on similar projects? Give us the back up information. Is the estimate your "best guess", please tell us. Are there any concerns with your estimate?

The cost estimate was developed through analysis of the athletic turf field costs experienced through the bids received for the Snow Hill High School renovation/addition project in 2013 and adding an inflation factor for the five year period between the SHHS bids and the SDHS construction timeline.

CIP Timing. If you are requesting a change, please tell us why. New projects should typically be added to the last year of the CIP. If you are requesting a new project earlier, tell us why. Requesting a change in timing - tell us why. Is the timing of the project related to any other CIP project? Does it need to be completed before or at the same time as another project? Does another project need to be completed before this project?

The Stephen Decatur High School athletic turf field/running track project will be funded from general obligation bond proceeds.

Urgency.

Help us to understand the relative urgency of the project. Is it critical? Does it need to be done and done now? Is the project necessary, but not as time critical? Does it need to be done, but will a delay of some years have a significant impact? Is the project something that would be good to do if the resources are available, but has no significant consequences if it isn't funded?

The existing grass field at Stephen Decatur High School and the field's underground sprinkler system require a constant maintenance effort. Execution of the project also provides turf surfaces at all three of our high schools.



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

OFFICE OF THE
COUNTY COMMISSIONERS

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

Worcester County

GOVERNMENT CENTER
ONE WEST MARKET STREET • ROOM 1103

SNOW HILL, MARYLAND

21863-1195

December 19, 2018

FAXED
12/19/18 @ 6:30pm

TO: *The Daily Times Group and Ocean City Today Group*
FROM: Kelly Shannahan, Assistant Chief Administrative Officer *KS*

Please print the attached Notice of Introduction of Bill 18-10 in *The Daily Times/Worcester County Times/Ocean Pines Independent* and *Ocean City Digest/Ocean City Today* on January 3, 2019 and January 17, 2019. Thank you.

NOTICE OF INTRODUCTION OF BILL 18-10 WORCESTER COUNTY COMMISSIONERS

Take Notice that Bill 18-10 entitled AN ACT TO AUTHORIZE AND EMPOWER THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND TO BORROW ON ITS FULL FAITH AND CREDIT, AND TO ISSUE AND SELL ITS GENERAL OBLIGATION BONDS AND ITS BOND ANTICIPATION NOTES THEREFOR, AT ONE TIME OR FROM TIME TO TIME WITHIN FOUR YEARS FROM THE DATE THIS BILL BECOMES EFFECTIVE, IN AN AMOUNT NOT EXCEEDING \$3,328,000 TO PROVIDE FINANCING TO COMPLETE THE CENTRAL LANDFILL SITE CELL NO. 5 CONSTRUCTION PROJECT, INCLUDING PAYMENT OF ALL RELATED COSTS AND COSTS OF ISSUANCE OF SUCH BONDS was introduced by Commissioners Bertino, Bunting, Church, Elder, Mitrecic, Nordstrom and Purnell on December 18, 2018.

A fair summary of the bill is as follows:

APPENDIX "PP" BOND AUTHORIZATION FOR FINANCING COMPLETION OF THE CENTRAL LANDFILL SITE CELL NO. 5 CONSTRUCTION PROJECT

- A) Recites legal authorization for borrowing; Resolution of the Commissioners adopting the FY 2019 to FY 2023 Worcester County 5 Year Capital Improvement Plan; and the determination of the Commissioners to borrow \$3,328,000 through general obligation bonds to finance the completion of the Central Landfill Site Cell No. 5 Construction project.
- B) States the determination of the Commissioners that there is a public need for the completion of the Central Landfill Site Cell No. 5 Construction project; states the estimated cost of \$12,728,000 for the Central Landfill Site Cell No. 5 Construction project; states that the funds to be borrowed for completion of the Central Landfill Site Cell No. 5 Construction project can be provided at the lowest annual interest rate and cost of issuance by the issuance of general

obligation bonds by the County; states that the project is a proper public purpose which may be financed by the issuance of bonds.

- C) Authorizes the County to borrow \$3,328,000 by issuance of bonds.
- D) Provides that the proceeds of the bonds shall be for the purpose of financing the completion of the Central Landfill Site Cell No. 5 Construction project.
- E) Provides that the County shall levy annual property taxes sufficient to pay the principal and interest on the bonds due each year.
- F) Authorizes the issuance of Bond Anticipation Notes.
- G) Provides that before the issuance of any bonds, the Commissioners shall adopt a Resolution which describes the amount, purpose and form of the bonds and other matters relating to the issuance of the bonds.
- H) Provides that the bonds shall constitute a pledge of the full faith and credit of the County.
- I) Provides that the bonds may be sold either at private sale or at public sale as determined by the County Commissioners.
- J) Provides that the bonds shall be exempt from certain provisions of Sections 19-205 and 19-206 of the Local Government Article of the Annotated Code of Maryland.
- K) Provides that the County may enter into agreements to enhance the marketability of the bonds.
- L) Provides that the signature of the officer that appears on the bonds shall be valid even if that officer ceases to be an officer before delivery of the bonds.
- M) Provides that upon delivery of the bonds to the purchaser, payment shall be made to the Finance Officer of the County.
- N) Authorizes the issuance of interim certificates or temporary bonds.
- O) Provides that the authorities set forth in this law are supplemental to existing authorities.
- P) Provides that the County shall seek grants to fund the completion of the Central Landfill Site Cell No. 5 Construction project or repayment of the bonds as determined by the County Commissioners.
- Q) Provides for severability provisions.

A Public Hearing

will be held on Bill 18-10 at the Commissioners' Meeting Room, Room 1101 - Government Center, One West Market Street, Snow Hill, Maryland, on **Tuesday, January 22, 2019 at 11:00 a.m.**

This is only a fair summary of the bill. A full copy of the bill is posted on the Legislative Bulletin Board in the main hall of the Worcester County Government Center outside Room 1103 and is also available for public inspection in Room 1103 of the Worcester County Government Center.

THE WORCESTER COUNTY COMMISSIONERS

COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND

BILL 18-10

BY: Commissioners Bertino, Bunting, Church, Elder, Mitrecic, Nordstrom and Purnell
INTRODUCED: December 18, 2018

A BILL ENTITLED

AN ACT

TO AUTHORIZE AND EMPOWER THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND TO BORROW ON ITS FULL FAITH AND CREDIT, AND TO ISSUE AND SELL ITS GENERAL OBLIGATION BONDS AND ITS BOND ANTICIPATION NOTES THEREFOR, AT ONE TIME OR FROM TIME TO TIME WITHIN FOUR YEARS FROM THE DATE THIS BILL BECOMES EFFECTIVE, IN AN AMOUNT NOT EXCEEDING \$3,328,000 TO PROVIDE FINANCING TO COMPLETE THE CENTRAL LANDFILL SITE CELL NO. 5 CONSTRUCTION PROJECT, INCLUDING PAYMENT OF ALL RELATED COSTS AND COSTS OF ISSUANCE OF SUCH BONDS.

For the purpose of authorizing the issuance and sale by County Commissioners of Worcester County, Maryland of its general obligation bonds and its bond anticipation notes to finance completion of the Central Landfill Site Cell No. 5 Construction project.

Section 1. BE IT ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that Appendix PP to the Code of Public Local Laws of Worcester County, Maryland be created to read as follows:

APPENDIX "PP"

BOND AUTHORIZATION FOR FINANCING COMPLETION OF THE
CENTRAL LANDFILL SITE CELL NO. 5 CONSTRUCTION PROJECT

§ 1. Financing completion of the Central Landfill Site Cell No. 5 Construction project.

(a) Recitals

- (1) Pursuant to Sections 19-501 to 19-510, inclusive, of the Local Government Article of the Annotated Code of Maryland, as amended (the "Act"), County Commissioners of Worcester County, Maryland (the "County") may borrow money for any public purpose and may evidence the borrowing by the issuance and sale of its general obligation bonds.
- (2) By and through Resolution No. 18-1, adopted by the Board of County Commissioners of Worcester County (the "Board") on January 2, 2018, the County approved and adopted the Worcester County 5 Year Capital Improvement Plan - FY 2019 to FY 2023 which includes the Central Landfill Site Cell No. 5 Construction project.
- (3) The Board, based upon the findings and determinations and subject to the conditions set forth below, has determined to borrow money in an aggregate principal amount of not

more than \$3,328,000 and to evidence such borrowing by the issuance, sale and delivery of its general obligation bonds (the "Bonds") pursuant to the provisions of the Act, and to apply the proceeds of the Bonds to finance completion of the Central Landfill Site Cell No. 5 Construction project, including (without limitation) payment of all related costs and the costs of issuance of the Bonds, all subject to the terms and conditions of this Local Law.

- (b) The Board, acting pursuant to the Act, hereby determines and declares that:
- (1) There is a public need for completion of the Central Landfill Site Cell No. 5 Construction project.
 - (2) The estimated cost for the Central Landfill Site Cell No. 5 Construction project is approximately \$12,728,000.
 - (3) The funds proposed to be borrowed for completion of the Central Landfill Site Cell No. 5 Construction project can be provided at the lowest annual interest rate and cost of issuance by the issuance of general obligation bonds by the County.
 - (4) Use of the proceeds of the Bonds by the County to finance completion of the Central Landfill Site Cell No. 5 Construction project is a proper public purpose which may be financed by the issuance of the Bonds pursuant to the Act.
- (c) Pursuant to the Act, the County is hereby authorized to borrow upon its full faith and credit an amount not to exceed \$3,328,000 and to evidence such borrowing by issuing, selling and delivering its Bonds, at any time or from time to time and in one or more series, in an aggregate principal amount not to exceed \$3,328,000 subject to the provisions and conditions of this Local Law.
- (d) The proceeds from the sale of the Bonds shall be applied for the public purpose of financing the Central Landfill Site Cell No. 5 Construction project as identified in the Worcester County 5 Year Capital Improvement Plan - FY 2019 to FY 2023 by and through Resolution No. 18-1, adopted by the Board on January 2, 2018, including payment of all related costs and costs of the issuance of the Bonds. The County expressly reserves the right to amend this Local Law to authorize use of the proceeds of the Bonds, including any excess proceeds after application for the purposes described in this Paragraph, to such other public purpose or purposes as the County may approve by enactment of an amendment to this Local Law in accordance with, and pursuant to, the Act.
- (e) In each and every fiscal year that any of the Bonds are outstanding, the County shall levy or cause to be levied ad valorem taxes upon all assessable real and tangible personal property within the geographical boundaries of the County, in rate and amount sufficient to provide for the payment, when due, of the principal of and interest on all of the Bonds maturing in each such fiscal year and, if the proceeds from the taxes so levied in any fiscal year prove inadequate for such payment, additional taxes shall be levied in the succeeding fiscal year to make up any deficiency; provided, however, that the County may apply to the payment of the principal of and interest on any Bonds issued hereunder any funds received by it from the State of Maryland, the United States of America, any agency or instrumentality of either, or from any other source.
- (f) As permitted by sections 19-211 to 19-221 of the Local Government Article of the Annotated Code of Maryland, the provisions set forth in this Local Law for the issuance and sale of the

Bonds are intended and shall be deemed to include provisions for the issuance and sale of bond anticipation notes without the adoption of any other local law or other action by the legislative body of the County. Accordingly, the words "bonds" and "Bonds", as used in this Local Law, shall include such bond anticipation notes, unless the context clearly requires a contrary meaning. At no time shall the aggregate principal amount of any bond anticipation notes exceed the amount set forth in Section C. of this Local Law. It is intended that the aggregate principal amount of the issued and outstanding bond anticipation notes when added to the aggregate principal amount of issued and outstanding Bonds in anticipation of which such notes were issued, shall not exceed the aggregate principal amount set forth in Section C. of this Local Law at any time. The County will agree to pay any bond anticipation notes issued pursuant to this Local Law and the interest and premium, if any, thereon from the proceeds of the Bonds in anticipation of the sale of which such notes are issued, and the County will agree to issue such Bonds when, and as soon as, the reason for deferring the issuance of the Bonds no longer exists.

- (g) Prior to the issuance and sale of any of the Bonds, the County shall adopt one or more resolutions in accordance with Section 19-504 of the Act, which resolution shall describe in part, the following: (i) the amount of Bonds which shall be issued and the amount of the proceeds of such Bonds allocated to each project specified in such resolution or resolutions, (ii) the statement of the public purpose or purposes for which the proceeds of the Bonds are to be expended, (iii) the form of the Bonds, which shall include the place and time of payment thereof, the rate or rates of interest payable thereon, or space for the insertion of the rate or rates of interest upon the determination thereof, the titles of the officials whose signatures shall be affixed to or imprinted on the Bonds, the authority for the issuance thereof, and the taxes and any special revenues from which the principal of and interest on the Bonds will be payable, (iv) the designation, form, tenor, denomination or denominations and maturities (not exceeding forty years), and optional and mandatory sinking fund redemption provisions, if any, of the Bonds, (v) the method of sale of such Bonds, (vi) provisions for the notice soliciting bids for the purchase of the Bonds, if the Bonds are sold at public sale, (vii) specific provisions for the appropriation and disposal of the proceeds of the sale of the Bonds and specific provisions for the payment of the principal and interest thereon, which provisions shall specify the source or sources of payment and shall constitute a covenant binding the County to provide the funds from the source or sources as and when principal and interest are due and payable, (viii) if any of the proceeds of the Bonds are to be loaned by the County, the terms of such loan and of any Loan Agreement executed in connection with such loan, and (ix) any and all other matters deemed necessary in connection with the proposed borrowing, the issuance, sale and delivery of the Bonds and the appropriation of the proceeds thereof. Additionally, such resolution or resolutions may provide that the issuance of Bonds authorized pursuant to this Local Law may be consolidated with one or more other issues authorized by this Local Law or any other Public Local Law, all as provided in Section 19-101 of the Local Government Article of the Annotated Code of Maryland as amended, and any successor provision of law.
- (h) The Bonds evidencing the borrowing authorized by this Local Law shall constitute, and they shall so recite, an irrevocable pledge of the full faith and credit and unlimited taxing power of the County to the payment of the maturing principal of and interest and premium (if any) on the Bonds as and when they become due and payable.
- (i) The Bonds may be sold in one or more series, and the Bonds of any series shall be sold either (a) at private (negotiated) sale and at or above par, or (b) at public sale, by competitive bid, at or above par, as determined by the Board to be in the best interest of the County; in either or both of which events, the Bonds of such series shall be sold in such manner and upon such terms as the Board deems to be in the best interests of the County.

- (j) The Bonds and their issuance and sale shall be exempt from the provisions of Sections 19-205 and 19-206 of the Local Government Article of the Annotated Code of Maryland, as in effect from time to time.
- (k) The County may enter into agreements with agents, banks, fiduciaries, insurers or others for the purpose of enhancing the marketability of, and security for, the Bonds and for the purpose of securing any tender option that may be granted to holders of the Bonds.
- (l) In case any officer whose signature appears on any Bond ceases to be such officer before delivery, the signature shall nevertheless be valid and sufficient for all purposes as if the officer had remained in office until delivery.
- (m) Upon delivery of any Bonds to the purchaser or purchasers, payment shall be made to the Finance Officer of the County or such other official of the County as may be designated to receive payment in a resolution passed by the Board prior to delivery of the Bonds.
- (n) The County may, prior to the preparation of definitive bonds, issue interim certificates or temporary bonds, exchangeable for definitive bonds when such bonds have been executed and are available for delivery. The County may, by appropriate resolution, provide for the replacement of any Bonds issued under this Act which may have become mutilated or lost or destroyed upon such conditions and after receiving such indemnity as the County may require.
- (o) The authority to borrow money and to issue bonds conferred on the County by this Local Law shall be deemed to provide additional, alternative and supplemental authority for borrowing money and shall be regarded as supplemental and additional to powers conferred upon the County by other laws and shall not be regarded as in derogation of any power now existing; and all previously enacted laws authorizing the County to borrow money are hereby continued to the extent that the power contained in them is continuing or has not been exercised, unless any law is expressly repealed by this Local Law, and the validity of any bonds issued under previously enacted laws is hereby ratified, confirmed and approved. This Local Law, being necessary for the welfare of the inhabitants of Worcester County, shall be liberally construed to effect its purposes. All Public Local Laws previously enacted, and parts of Public Local Laws previously enacted, which are inconsistent with the provisions of this Local Law, are hereby repealed to the extent of any inconsistency.
- (p) The County shall seek funds for completion of the Central Landfill Site Cell No. 5 Construction project or repayment of the Bonds through such grant sources as the Board may, from time to time, deem desirable and appropriate.
- (q) The provisions of this Local Law are severable, and if any provision, sentence, clause, section or part hereof is held to be illegal, invalid or unconstitutional or inapplicable to any person or circumstances, such illegality, invalidity or unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, sentences, clauses, sections, or parts of this Local Law or their application to other persons or circumstances. It is hereby declared to be the legislative intent that this Local Law would have been passed if such illegal, invalid or unconstitutional provision, sentence, clause, section or part had not been included herein, and if the person or circumstances to which this Local Law or any part hereof are inapplicable had been specifically exempted therefrom.

Section 2. BE IT FURTHER ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that this Bill shall take effect forty-five (45) days from the date of its passage.

PASSED this _____ day of _____, 2019.

ATTEST:

WORCESTER COUNTY COMMISSIONERS

Harold L. Higgins
Chief Administrative Officer

Diana Purnell, President

Joseph M. Mitrecic, Vice President

Anthony W. Bertino, Jr.

Madison J. Bunting, Jr.

James C. Church

Theodore J. Elder

Joshua C. Nordstrom

RESOLUTION NO. 18 - 1

**RESOLUTION APPROVING AND ADOPTING THE WORCESTER COUNTY
FIVE-YEAR CAPITAL IMPROVEMENT PLAN - FY 2019 TO FY 2023**

WHEREAS, the County Commissioners of Worcester County, Maryland have determined that certain Capital Projects are necessary to be constructed during the period of July 1, 2018 through June 30, 2023 in order to promote the health, safety, and welfare of the citizens of Worcester County and in order to provide adequate public facilities for the proper and efficient delivery of public services to the citizens of Worcester County; and

WHEREAS, the Worcester County Commissioners have conducted a public hearing on January 2, 2018 to receive public comment on the list of Capital Projects proposed for construction during the period of 2018-2023 as identified in the Worcester County Five-Year Capital Improvement Plan - FY 2019 to FY 2023.

NOW, THEREFORE, BE IT RESOLVED by the County Commissioners of Worcester County, Maryland that the Worcester County Five-Year Capital Improvement Plan - FY 2019 to FY 2023 attached hereto, is hereby adopted.

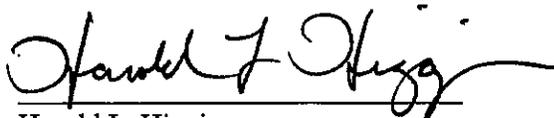
AND BE IT FURTHER RESOLVED by the County Commissioners of Worcester County, Maryland that funding for the projects identified in the Worcester County Five-Year Capital Improvement Plan - FY 2019 to FY 2023 may be provided from annual tax levies, issuance of public debt, use of reserve funds, or from such other sources as the County Commissioners may from time to time determine.

AND BE IT FURTHER RESOLVED that the County Commissioners of Worcester County, Maryland may, from time to time as deemed to be in the best interest of the County and to meet the needs of its citizens, amend said Capital Improvement Plan by the addition or deletion of projects therefrom.

AND BE IT FURTHER RESOLVED that this Resolution shall be effective immediately upon its passage.

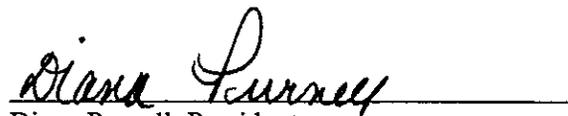
PASSED AND ADOPTED this 2nd day of January, 2018.

ATTEST:

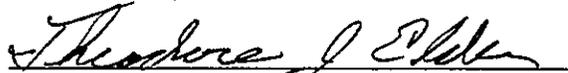


Harold L. Higgins
Chief Administrative Officer

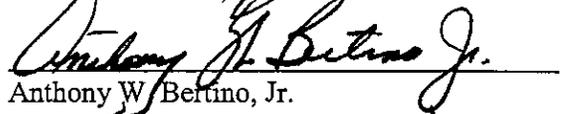
COUNTY COMMISSIONERS OF
WORCESTER COUNTY, MARYLAND



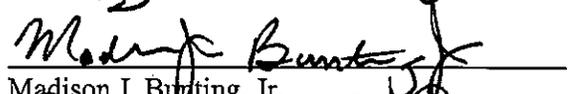
Diana Purnell, President



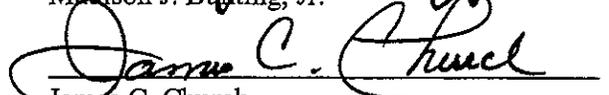
Theodore J. Elder, Vice President



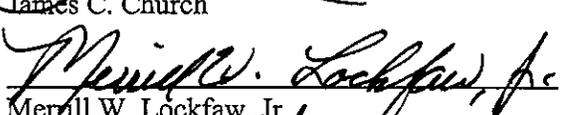
Anthony W. Bertino, Jr.



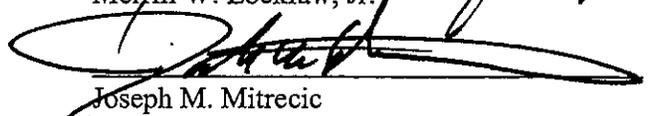
Madison J. Bunting, Jr.



James C. Church



Merrill W. Lockfaw, Jr.



Joseph M. Mitrecic

Worcester County

Approved

5 Year Capital Improvement Plan FY 2019 to FY 2023



NOTE: The proposed Capital Improvement Plan is a planning document to anticipate future financial needs of the County. Inclusion of a project in the plan does not constitute a guarantee of funding from the county. Some capital projects will be added, deleted and or amended as necessary. As with the Operating Budget, the projects for each fund have to be balanced with the resources available in that fund.

January 2, 2018

REQUESTED PLAN SUMMARY BY CATEGORY

12/4/2017

WORCESTER COUNTY
FIVE YEAR CAPITAL IMPROVEMENT PLAN
 FY 2019 to FY 2023 Project Summary

Project Category	2019	2020	2021	2022	2023	Five Year Project Cost Total	Five Year % to Total Costs	Actual Prior Years	Balance to Complete*	Total Project Cost
General Government	1,375,000	500,000	0	0	550,000	2,425,000	2.42%	0	0	2,425,000
Public Safety	2,075,000	500,000	5,500,710	3,800,710	0	11,876,420	11.84%	425,000	0	12,301,420
Public Works	11,239,000	5,120,000	2,420,000	1,500,000	3,578,200	23,857,200	23.79%	9,749,000	0	33,606,200
Recreation & Parks	1,105,000	745,000	1,945,000	5,000	0	3,800,000	3.79%	0	0	3,800,000
Public Schools	10,412,016	19,511,415	10,865,403	6,589,695	8,344,169	55,722,698	55.56%	2,216,838	864,005	58,803,541
Community College	0	0	200,928	2,319,269	91,540	2,611,737	2.60%	0	0	2,611,737
TOTAL	26,206,016	26,376,415	20,932,041	14,214,674	12,563,909	100,293,055	100.00%	12,390,838	864,005	113,547,898

Source of Funds	2019	2020	2021	2022	2023	Five Year Project Cost Total	Five Year % to Total Costs	Actual Prior Years	Balance to Complete	Total Project Cost
General Fund	110,500	1,774,500	1,895,428	1,500,500	3,578,200	8,859,128	8.83%	1,000,000	0	9,859,128
User Fees	4,111,000	700,000	0	0	0	4,811,000	4.80%	4,054,000	0	8,865,000
Grant Funds	2,724,500	1,210,500	1,910,500	4,500	0	5,850,000	5.83%	0	0	5,850,000
State Match	4,336,000	5,186,000	0	4,548,000	1,952,000	16,022,000	15.98%	0	0	16,022,000
State Loan	570,000	380,000	760,000	0	0	1,710,000	1.71%	2,660,000	0	4,370,000
Designated Funds	2,875,000	1,615,451	433,691	190,000	275,000	5,389,142	5.37%	2,216,838	0	7,605,980
Developer Equity Con	0	0	0	0	0	0	0.00%	0	0	0
Private Donation	0	0	0	0	0	0	0.00%	0	0	0
Enterprise Bonds	3,328,000	0	0	0	0	3,328,000	3.32%	2,035,000	0	5,363,000
General Bonds	8,151,016	15,509,964	15,932,422	7,971,674	6,758,709	54,323,785	54.17%	425,000	864,005	55,612,790
Local Bank Loan	0	0	0	0	0	0	0.00%	0	0	0
TOTAL	26,206,016	26,376,415	20,932,041	14,214,674	12,563,909	100,293,055	100.00%	12,390,838	864,005	113,547,898

* Balance to Complete - Years FY2024 and future

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**FY 2019 TO FY 2023 SUMMARY BY PROJECT
REQUESTED**

12/4/2017

**WORCESTER COUNTY
FIVE YEAR CAPITAL IMPROVEMENT PLAN**

	FY2019	FY2020	FY2021	FY2022	FY2023	Prior Allocation	Balance To Complete	TOTAL
General Government Facilities								
Courthouse Building Improvements	575,000	0	0	0	0	0	0	575,000
Ocean Pines Library Building Repairs	800,000	0	0	0	0	0	0	800,000
Pocomoke Library Building Improvements	0	500,000	0	0	0	0	0	500,000
Snow Hill Library Building Improvements	0	0	0	0	550,000	0	0	550,000
Total General Government Facilities	1,375,000	500,000	0	0	550,000	0	0	2,425,000
Public Safety								
Worcester County Jail Improvement Project	2,075,000	500,000	5,500,710	3,800,710	0	425,000	0	12,301,420
Total	2,075,000	500,000	5,500,710	3,800,710	0	425,000	0	12,301,420
Public Works								
Asphalt Overlay/Pavement Preservation of Roads	1,500,000	1,500,000	1,500,000	1,500,000	1,500,000	1,000,000	0	8,500,000
Bridge Replacement - Bayside Road Bridge	0	2,000,000	0	0	0	0	0	2,000,000
Salt Program	0	0	0	0	2,078,200	0	0	2,078,200
Water Wastewater								
Mystic Harbour Effluent Disposal	630,000	0	0	0	0	2,570,000	0	3,200,000
Newark Spray Irrigation	1,610,000	380,000	0	0	0	90,000	0	2,080,000
Lewis Road Sewer Extension	60,000	540,000	920,000	0	0	0	0	1,520,000
Solid Waste								
Central Site Cell #5 Construction at Prior Rubblefill	6,639,000	0	0	0	0	6,089,000	0	12,728,000
Landfill Admin Scale Bldg Renovation & Addition	800,000	700,000	0	0	0	0	0	1,500,000
Total Public Works	11,239,000	5,120,000	2,420,000	1,500,000	3,578,200	9,749,000	0	33,606,200
Recreation & Parks								
Greys Creek Nature Park Development	105,000	230,000	165,000	0	0	0	0	500,000
Northern Worcester Land Acquisition & Development	1,000,000	515,000	1,780,000	5,000	0	0	0	3,300,000
Total	1,105,000	745,000	1,945,000	5,000	0	0	0	3,800,000

**FY 2019 TO FY 2023 SUMMARY BY PROJECT
REQUESTED**

12/4/2017

**WORCESTER COUNTY
FIVE YEAR CAPITAL IMPROVEMENT PLAN**

	FY2019	FY2020	FY2021	FY2022	FY2023	Prior Allocation	Balance To Complete	TOTAL
Public Schools								
Showell Elementary School Replacement	10,412,016	19,345,964	10,431,712	0	0	2,216,838	0	42,406,530
Stephen Decatur Middle School Addition	0	165,451	253,691	3,227,695	4,952,169	0	864,005	9,463,011
Pocomoke Middle School - Roof Replacement	0	0	180,000	3,172,000	0	0	0	3,352,000
Snow Hill Middle School - Roof Replacement				190,000	3,382,000	0	0	3,572,000
Total Public Schools	10,412,016	19,511,415	10,865,403	6,589,695	8,344,169	2,216,838	864,005	58,803,541
Wor-Wic Community College								
Wor-Wic New Academic Building	0	0	200,928	2,319,269	91,540	0	0	2,611,737
Total Wor-Wic	0	0	200,928	2,319,269	91,540	0	0	2,611,737
CAPITAL PROJECT SUMMARY - BY SOURCE OF FUNDS								
Source of Funds	FY2019	FY2020	FY2021	FY2022	FY2023	Prior Allocation	Balance to Complete	TOTAL
General Fund	110,500	1,774,500	1,895,428	1,500,500	3,578,200	1,000,000		9,859,128
User Fees	4,111,000	700,000				4,054,000		8,865,000
Grant Funds	2,724,500	1,210,500	1,910,500	4,500				5,850,000
State Match	4,336,000	5,186,000		4,548,000	1,952,000			16,022,000
State Loan	570,000	380,000	760,000			2,660,000		4,370,000
Designated Funds	2,875,000	1,615,451	433,691	190,000	275,000	2,216,838		7,605,980
Developer Equity Contribution								0
Private Donation								0
Enterprise Bonds	3,328,000					2,035,000		5,363,000
General Bonds	8,151,016	15,509,964	15,932,422	7,971,674	6,758,709	425,000	864,005	55,612,790
Local Bank Loan								0
TOTAL	26,206,016	26,376,415	20,932,041	14,214,674	12,563,909	12,390,838	864,005	113,547,898

Project: Central Site Cell #5 Construction at Prior Rubberfill

Dept Head, Title & Phone #: John H. Tustin, P.E., Director of Public Works - 410-632 - 5623

Project Summary: Central Site Cell #5 Construction at Prior Rubberfill

Purpose: Construct Cell #5 to expand landfill space

Location: Central Landfill

Impacts on General Fund Operating, Personnel or Maintenance: None

	FY 19	FY 20	FY 21	FY 22	FY 23	Prior Allocation	Balance to Complete	Total Project Cost
Engineering/Design	225,000					225,000		450,000
Land Acquisition								0
Site Work								0
Construction	5,864,000					5,864,000		11,728,000
Equipment/Furnishings								0
Other	550,000							550,000
EXPENDITURES								

TOTAL	6,639,000	0	0	0	0	6,089,000	0	12,728,000
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SOURCES OF FUNDS								
General Fund								0
User Fees	3,311,000					4,054,000		7,365,000
Grant Funds								0
State Match								0
State Loan								0
Designated Funds								0
Private Donation								0
Enterprise Bonds	3,328,000					2,035,000		5,363,000
General Bonds								0
								0
								0

TOTAL	6,639,000	0	0	0	0	6,089,000	0	12,728,000
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PROJECTED OPERATING IMPACTS	0	0	0	0	0			0
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Project: Central Site Cell #5 Construction at Prior Rubberfill

Complete the following questions.

Project scope.

Provide the detail available on the project scope. How was the scope determined? Is there any historical information critical to the understanding of scope development? Is this is mandated by Federal Law?

Construction of Cell #5 to expand space at the landfill.

County benefit.

How do the citizens and the County benefit from the project? Does it benefit the County in general or is the benefit targeted to a smaller area or population? Are there consequences for not doing this project? If the project is delayed or not funded, what would be the negative impact?

This project will benefit the County in general as this is the only landfill. Construction of Cell # 5 is necessary so the County does not run out of landfill space.

Cost estimate.

How was the cost estimate developed? Was there a scope study? Is it an engineers estimate? Is it a square foot estimate? Is it based on similar projects? Give us the back up information. Is the estimate your "best guess", please tell us. Are there any concerns with your estimate?

EA Engineering provided the cost estimate which is based on preliminary design and historical costs.

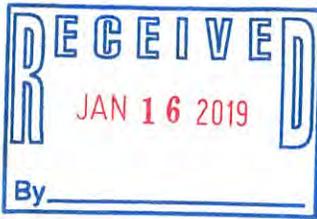
CIP Timing. If you are requesting a change, please tell us why. New projects should typically be added to the last year of the CIP. If you are requesting a new project earlier, tell us why. Requesting a change in timing - tell us why. Is the timing of the project related to any other CIP project? Does it need to be completed before or at the same time as another project? Does another project need to be completed before this project?

This project was delayed due to MDE permitting issues.

Urgency.

Help us to understand the relative urgency of the project. Is it critical? Does it need to be done and done now? Is the project necessary, but not as time critical? Does it need to be done, but will a delay of some years have a significant impact? Is the project something that would be good to do if the resources are available, but has no significant consequences if it isn't funded?

This project needs to be completed within a year to prevent the County from running out of landfill space.



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DEPARTMENT OF
DEVELOPMENT REVIEW AND PERMITTING

Worcester County

GOVERNMENT CENTER
ONE WEST MARKET STREET, ROOM 1201
SNOW HILL, MARYLAND 21863
TEL: 410-632-1200 / FAX: 410-632-3008
www.co.worcester.md.us/drp/drpindex.htm

ZONING DIVISION
BUILDING DIVISION
DATA RESEARCH DIVISION

ADMINISTRATIVE DIVISION
CUSTOMER SERVICE DIVISION
TECHNICAL SERVICE DIVISION

MEMORANDUM

TO: Harold L. Higgins, Chief Administrative Officer
FROM: Edward A. Tudor, Director of Development Review and Permitting *EAT*
Phil Thompson, Finance Officer *PGT*
DATE: January 15, 2019
RE: Countywide Room Tax/Rental License Program

Pursuant to your request, we have jointly worked to gather information and prepare this memorandum relative to the above referenced issues. Specifically, we reviewed the recent actions taken by both Talbot County and Ocean City. Both jurisdictions have had rental licensing programs on the books for a number of years. Talbot County has a very specific code section dealing solely with short term rentals (STRs). On the other hand, Ocean City has a more general approach to rentals. Recently, however, both jurisdictions took action to attempt to enhance revenue collection. Before discussing the specifics of our current law and programs, we will provide a brief discussion of both Talbot County and Ocean City's recent actions.

In June 2018 Talbot County entered into a contract with Bear Cloud Software to develop a software program to assist the County with identifications of STRs. In addition to identifying the properties the software has a number of other features that assist the County in licensing, enforcement, tax collection and nuisance abatement for STRs, including online applications and payments, filing of complaints relative to noise, trash and excessive numbers of renters, etc. It also supports a very robust amount of data collection, information and reports on the rental properties themselves. Talbot County is paying \$1,250 per month for a period of one year for the service, according to the contract. Since the contract for the software was signed at the end of last August and rental license applications can only be filed during the months of July, August, January and February according to their county law, I would not expect that they have had sufficient time to evaluate the efficacy of the software as of yet.

P.12

(\$15,000 annually)

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While Ocean City apparently discussed a software solution similar to Talbot County, it is our understanding that to date they have taken a different path. Like Talbot County, Ocean City has had a rental licensing and enforcement program for quite some time. According to conversations with Town staff, in the spring of 2018 they sent out approximately 30,000 letters to remind property owners that the Town had a property rental license program and to encourage compliance. Included with the letters was information regarding the County room tax remittance and contact information for the Maryland State Comptroller's Office with regard to sales and use tax collection and remittance. The letter campaign yielded approximately 500 new licenses and approximately \$70,000 in additional revenue. Although the Town received proposals from firms for software similar to that utilized by Talbot County, with some at considerably greater expense, no further action has been taken at this time.

With regard to our licensing, taxation and zoning regulations on rental properties, I have prepared the attached chart to provide a better picture of the complexities of our system. First, we do not have a rental license per se but rather a requirement in the Taxation and Revenue Article for what is known as a Tourist Permit. These permits are required for any structure rented or capable of being rented to four or more persons for less than six months. Secondly, the Taxation and Revenue Article requires the payment of a Hotel Rental Tax on any structure rented or capable of being rented to one or more persons for not more than four consecutive months. Quite obviously, neither the length of stay or number of renters is consistent between the two provisions. The number of combinations of lengths of stay and number of persons can quickly become very confusing. Take the example of someone renting a room in their home. If they rent to three people for four months and a day, they do not need a Tourist Permit nor are they required to pay Room Tax. Reduce the stay to four months for the same number of people and now they are required to pay Room Tax but still do not need a Tourist Permit. If the homeowner rents to one more person, for a total of four persons, for six months, they do not need a Tourist Permit nor are they required to pay the Room Tax. Reduce the stay by one day and now a Tourist Permit is necessary but the homeowner is still not subject to the Room Tax. On top of all these combinations we have the limitations in the Zoning Ordinance. Take the first example of someone renting a room in their home to three people for four months and a day. As stated before, they do not need a Tourist Permit and are not required to pay Room Tax. However, if they are renting to three people they are in violation of the Zoning Ordinance if the home is in the A-1, A-2, E-1, V-1, R-1, R-2 and R-3 Zoning Districts. If the home is in the R-4 Zoning District they could rent to the three persons as an accessory use. If in the V-1 District they could do so as a Special Exception as a boarding or lodging house but would still not need a Tourist Permit or pay Room Tax. Now if the space had its own cooking facilities and therefore was classified as an accessory apartment, it could be rented to the three persons in all of the aforementioned Zoning Districts. They would not need a Tourist Permit at all and would only need to pay Room Tax if they rented the apartment for four months or less. Add one more person in the accessory apartment, cut the term to four months and now they need a Tourist Permit and have to pay Room Tax but are not in violation of the Zoning Ordinance. We think you can see just how quickly the combinations can get out of hand and how confusing it is.

P.5

With the way our various codes are written today, we think it may actually be counterproductive to hire a software consultant or even send letters to all of the County property owners. Our gut instincts tell us that most likely the STRs advertised for rent on various platforms would accommodate at least four persons but would also most likely be located in Zoning Districts other than the R-4 District which would then prohibit the rental entirely unless they are located in an accessory apartment. If we then enforced the terms of the Zoning Ordinance we would most likely significantly reduce the number of units/rooms that could be rented and thus those for which a Tourist Permit could be issued and hence Room Tax collected from property owners. Certainly some property owners may then begin to advertise that they only accommodate two persons or less but of course then they would not be subject to getting a Tourist Permit, making it more difficult to track and collect Room Tax.

Given all of the information above, we believe that before embarking on a program to increase enforcement or to simply raise awareness of the Tourist Permit and Room Tax requirements we should clean up our various codes to remove all of the inconsistencies between the various sections of the law. This would begin with a comprehensive amendment to the Zoning Ordinance to increase the allowable number of roomers or boarders to perhaps as many as four or more persons. Secondly, we believe that the existing Tourist Permit requirement should be repealed and replaced with a comprehensive rental license requirement. Simply put, if you are renting your property, regardless of the term, you need a rental license. The fee could be adjusted for the particular type of license, i.e., short or long term, but there would be a license requirement regardless. The Room Tax provisions concerning the length of stay could remain as it or be revised to a different length of stay at the County Commissioners' discretion. Lastly, while not necessarily a component of the revenue issue, should the County Commissioners see fit to make revisions as outlined above, we believe there needs to be very clear guidance pertaining to the licensing component. Specifically, do the County Commissioners wish to address nuisance issues and public safety as part of the rental license? Should we have basic safety inspections of rental properties for such things as smoke detectors and required means of egress? Should we establish minimum amounts of square footage for sleeping rooms as does Ocean City to avoid overcrowding in rental units? Should there be increased parking requirements beyond our current Zoning Ordinance standard of two parking spaces per single family dwelling when the house is used for short term rentals? Obviously, these changes to the law would require public hearing which may inform a small segment of the property owners but perhaps greater awareness and compliance could be gained if that process could be coupled with an aggressive public outreach campaign. This could save the County the cost of a software firm, at least until we see how things are functioning. In any event, we believe additional staff will be necessary to implement any changes to our existing laws. The number and classification of those staff will be dependent upon the components of the licensing program.

As always, we will both be available to discuss the matter in greater depth with you and the County Commissioners at your convenience.

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



OFFICE OF THE
COUNTY COMMISSIONERS

Worcester County

GOVERNMENT CENTER
ONE WEST MARKET STREET • ROOM 1103

SNOW HILL, MARYLAND

21863-1195

December 20, 2018

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

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

TO: Phil Thompson, Finance Officer, Ed Tudor, Director of Review & Permitting
FROM: Harold L. Higgins, Chief Administrative Officer H H
SUBJECT: Proposed Countywide Room Tax/Rental License Program

As I believe you are aware, at their meeting of December 18, 2018, the Worcester County Commissioners requested a report and recommendation on a proposed countywide room tax and/or rental license program in order to generate revenue from Worcester County property owners who regularly rent their dwellings to transient occupants. The Commissioners understand that such a program has recently been instituted in the Town of Ocean City and perhaps Talbot County, Maryland as well. Please contact these jurisdictions to determine how this program was established and implemented and the cost and results to date so that their experience may provide guidance in preparation and implementation of such a program in Worcester County. Please note that given that Commissioner Mitrecic will be absent at the January 8, 2019, meeting, this discussion has been penciled in for the January 22, 2019, meeting.

Thank you for your attention to this matter. If you should have any questions or concerns, please feel free to contact me at this office.

HLH/kah

CC: Maureen Howarth, Worcester County Attorney
Kathy Whited, Budget Officer

Rental Regulation Comparison

TR 2-201 Tourist Permits

Any structure rented or capable of being rented to 4 or more persons for less than 6 months.

Fee: \$5.00 per unit. Minimum \$50.00, Maximum \$2,500

TR 1-601 Hotel Rental Tax

Any structure rented or capable of being rented to 1 or more persons for not more than 4 consecutive months.

Rate 4.5%

Zoning District	Permitted Use	Accessory Use	Special Exception Use
A-1		Accessory Apartments	
		2 Roomers or Boarders	
A-2		Accessory Apartments	Country Inns (min 7 rooms, max 20 rooms)
			Bed and Breakfast Establishments (max 6 rooms, 2 beds and 4 persons per room, max 14 night stay)
			Conversion of historic dwelling to an inn
E-1		Accessory Apartments	Country Inns (min 7 rooms, max 20 rooms)
			Bed and Breakfast Establishments (max 6 rooms, 2 beds and 4 persons per room, max 14 night stay)
			Conversion of historic dwelling to an inn
V-1	Bed and Breakfast Establishments (max 6 rooms, 2 beds and 4 persons per room, max 14 night stay)	Accessory Apartments	Boarding or Lodging houses (limited to 6 boarders or roomers)
			Country Inns (min 7 rooms, max 20 rooms)
R-1		Accessory Apartments	
		2 Roomers or Boarders	

Zoning District	Permitted Use	Accessory Use	Special Exception Use
R-2		Accessory Apartments	
		2 Roomers or Boarders	
R-3		Accessory Apartments	
		2 Roomers or Boarders	
R-4		Accessory Apartments	Boarding or Lodging houses
		4 Roomers or Boarders	
C-1			Bed and Breakfast Establishments (max 6 rooms, 2 beds and 4 persons per room, max 14 night stay)
C-2	Motels and hotels		Dormitories
C-3	Motels and hotels		
	Dormitories		

https://www.oceancitytoday.com/news/airbnb-hosts-netted-m-in-worcester-county-during/article_78945eec-153e-11e9-821f-9f57e5582003.html

Airbnb hosts netted \$1.5M in Worcester County during 2018

Greg Ellison Jan 10, 2019 Updated Jan 10, 2019



Airbnb's recently disclosed lodging hosts in Maryland earned about \$57 million during 2018, including roughly \$1.5 million in Worcester County.

(Jan. 11, 2019) In light of Airbnb's recent report indicating lodging hosts in Maryland earned about \$57 million during 2018, including roughly \$1.5 million in Worcester County, the resort's Tourism Commission revived the discussion of short-term rentals at its meeting last Thursday.

In Worcester alone, Airbnb disclosed approximately 10,800 guests paid around \$1.5

7

million to private lodging hosts during 2018.

Susan Jones, executive director of the Ocean City Hotel-Motel-Restaurant Association, said the earnings report quantifies the economic impact of online short-term rental sites at the resort.

"This proves how much money Airbnb is generating in our area," she said.

While her organization continues to pursue level playing field conditions for traditional and individual lodging proprietors, Jones said questions abound regarding proper remittance of applicable taxes.

Rental property owners are required to charge a 4.5 percent room tax, payable to Worcester County, and a 6 percent sales tax, payable to the State of Maryland.

Property owners renting housing units in Ocean City, through online sites or other means, are required to obtain a license and noise permit. Rental properties also are subject to inspections for occupancy rates, as well as fire and safety standards.

Owners of single-family residences or condominiums who rent their property are required to obtain an annual rental license for \$116 and a noise ordinance permit for \$25. The cost for rental licenses in R-1 districts is \$166.

Statewide in 2018, Airbnb reported more than 6,500 hosts earned more than \$57 million in supplemental income from more than 383,000 guests.

This represents an increase from 2017 when Airbnb reported Maryland hosts netted about \$42.4 million, which was significantly more than the approximately \$25.3 million earned statewide in 2016.

Jones said Maryland Hotel & Lodging Association CEO Amy Rohrer will revive previous legislative undertakings to draft a regulatory bill granting local municipalities and cities the ability to enforce online short-term rental regulations during the Maryland General Assembly 2019 session.

In Ocean City, unlicensed rentals are subject to an initial fine of \$500, which doubles if the property is not in compliance within 15 days. If the property remains unlicensed after 30 days, a \$1,000 per day fine is assessed.

To avoid overcrowding rentals and maintaining safety standards, minimum floor area requirements are established for bedrooms, dining and living areas.

These include minimum bedroom sizes of 70 square feet, to include 40 square feet per person, as well as at least 120 square feet of living space. Rental properties with three to five tenants require at least 200 square feet of combined living /dining space, which increases to 250 square feet for six or more individuals.

The Property Review and Enforcement Strategies for Safe-housing committee, or P.R.E.S.S., coordinates housing regulation enforcement between numerous city departments, including police, building, zoning, fire marshal and rental licensing. Citizens with concerns or complaints are asked to call the Office of Planning and Community Development at 410-289-8855.

Greg Ellison

Newshound striving to provide accurate and detailed coverage of topics relevant to Ocean City and Worcester County



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Short-Term Rental

STR Review Board

Short-Term Rental

To lease a home on a short-term basis, all owners of Short-Term Rental (STR) properties in Talbot County are required to obtain a STR license and pay the County Public Accommodations Tax (Chapter 190-63 of the *Talbot County Code*)*.

New applications are accepted by the Department of Planning and Zoning during the months of January, February, July and August. New license applications are then scheduled for reviewed by the County's Short-Term Rental Review Board for approval under a public hearing process that requires notification of adjacent and proximate property owners. If approved, the Board may apply conditions to the license to mitigate any potential negative impacts to surrounding properties. The license is valid for one year.

Subsequent renewals can be issued for a two-year period and requires an STR renewal application. Renewals may generally be processed administratively without review by the Board.

Please be aware that:

- A short-term rental license can be issued for the primary or accessory dwelling, but not for both
- The maximum number of people permitted to be on-site is limited to the lesser of 12 persons or two persons per bedroom in the primary dwelling
- A minimum three-night stay is required for all short-term lease holders and the maximum stay cannot exceed fourteen weeks
- A short-term rental cannot be used for weddings, banquets, corporate retreats, fundraisers or other similar activities
- The owner of the short-term rental property is responsible for payment of the Talbot County Accommodations Tax and the Maryland Sales Tax
- All applications require an onsite inspection to verify compliance with the County adopted residential building code with respect to emergency escape and rescue openings, exits and smoke alarms; to determine that the plan submitted with the license application is accurate; and to make note of any special conditions
- All licenses require the property owner or a resident agent with a home or office within thirty (30) miles of the STR to be available to respond when contacted from this location during periods of short-term rental

*For the licensing of an STR located in the towns of Easton, Oxford, St. Michaels, Trappe, and Queen Anne, please contact the applicable jurisdiction for licensing requirements.

Citizen Complaints

Please call the Talbot County Department of Planning and Zoning at **410-819-2284** and the on-call County Code Compliance Officer will be notified. The County is working to develop a 24/7 application and complaint portal. Please check back with this Department webpage for updated information.

Please call 911 if there is an immediate threat to your health, safety or welfare.

IMPORTANT NOTE FOR OWNERS OF EXISTING NON-LICENSED STRS

STRs operating without a license are prohibited. Anyone operating or advertising an unlicensed STR on or after six (6) months from November 10, 2018 shall be subject to a fine of not less than \$500 and shall not be entitled to apply for a STR license for a period of twelve (12) months from the date of such violation.

How to Apply

You can start your online application here: [New Short Term Rental Application](#) and for a [Renewal Short Term Rental Application](#). The fees are:

New License: \$300

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- Renewal License: \$250
- Health Department New License: \$100 (no fee if served by public sewer)
- Health Department Renewal License: \$ 75 (no fee if served by public sewer)
- License Inspection Fee: \$ 40 (If conducted by County. A third party certified building inspector may complete the inspection)

Application Timeline

New applications are accepted by the Department of Planning and Zoning during the months of January, February, July and August.

Renewal applications are due no later than sixty (60) days prior to the date of expiration, or the application will be treated as a new application. A property owner with an existing STR license in effect on November 10, 2018 may apply for a waiver or variance of the STR regulations if unable to meet the license application requirements.

Required Documents

A checklist is provided for new and renewal applications. Please note that while a site and floor plan does not need to be drawn by a professional, it must be drawn to scale.

Advertising Statement: A statement that describes where and how you will be advertising the STR (print, on-line, video or audio material) that includes an acknowledgement that all advertising must include the STR license number

Standard Lease Agreement and House Rules:

Site and Floor Plan

Proof of Satisfactory Inspection Report

Copy of current deed to the property

Copy of notification letter and signed Certificate of Service

Questions

For questions related to the STR license, please contact Carole Sellman 410-770-8033, Elisa Deflaux at 410-770-8034 or the main line 410-770-8030.

Page last modified 01/09/19 13:03:16

ABOUT TALBOT COUNTY

Talbot County is located in the heart of Maryland's Eastern Shore. Founded around 1661, it's named for Lady Grace Talbot, sister of Lord Baltimore and the first proprietary governor of Maryland.

Today, the county is home to the charming towns of Easton, Oxford, Queen Anne, St. Michaels and Trappe. With more than 600 miles of shoreline, Talbot County is a terrific place to live, work and play.

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CONTACT INFORMATION

- Talbot County Courthouse
11 North Washington St.
Easton, MD 21601
- Contact List
- webmaster@talbotcountymd.gov
- Time Clock

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Bear Cloud Software SaaS Agreement

This Software as a Service (SaaS) Agreement (the "**Agreement**"), dated as of June 26, 2018 (the "**Effective Date**"), is by and between Bear Cloud Software and Talbot County, Maryland, a political subdivision of the State of Maryland with a principal place of business at 11 North Washington Street, Easton, MD 21601 ("**Customer**").

WHEREAS, Customer wishes to procure from Bear Cloud Software the software services described herein, and Bear Cloud Software wishes to provide such services to Customer, each on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Definitions.

"**Access Credentials**" means any user name, identification number, password, license or security key, security token, PIN or other security code, method, technology or device used to verify an individual's identity and authorization to access and use the Services.

"**Authorized Reseller**" means an authorized distributor, authorized reseller, or dealer of the Licensed Software.

"**Authorized User**" means each of the individuals authorized to use the Services pursuant to this Agreement.

"**Bear Cloud Software Materials**" means the Licensed Software, Documentation and Bear Cloud Software Systems and any and all other information, data, documents, materials, works and other content, devices, methods, processes, hardware, software and other technologies and inventions, including any deliverables, technical or functional descriptions, requirements, plans or reports, that are provided or used by Bear Cloud Software or any Subcontractor in connection with the Services or otherwise comprise or relate to the Services or Bear Cloud Software Systems. For the avoidance of doubt, Bear Cloud Software Materials include Resultant Data and any information, data or other content derived from Bear Cloud Software's monitoring of Customer's access to or use of the Services, but do not include Customer Data.

"**Bear Cloud Software Systems**" means the information technology infrastructure used by or on behalf of Bear Cloud Software in performing the Services, including all computers, software, hardware, databases, electronic systems (including database management systems) and networks, whether operated directly by Bear Cloud Software or through the use of third-party services.

"**Bear Cloud Software Website**" means www.strhelper.com.

"**Customer Data**" means photographs, documents (including letters sent by code enforcement authorities), and updates to property records, that are collected, downloaded or otherwise received from Customer or an Authorized User by or through the Services. Customer Data does not include Resultant Data.

"**Customer Systems**" means the Customer's information technology infrastructure, including computers, software, hardware, databases, electronic systems (including database management systems) and networks, whether operated directly by Customer or through the use of third-party services.

"**Documentation**" means any manuals, instructions or other documents or materials that Bear Cloud Software provides or makes available to Customer in any form or medium and which describe the functionality,

components, features or requirements of the Services or Bear Cloud Software Materials, including any aspect of the installation, configuration, integration, operation, use, support or maintenance thereof.

"**Intellectual Property Rights**" means any and all registered and unregistered rights granted, applied for or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.

"**Licensed Software**" means Bear Cloud Software application or applications, together with any Updates, and any third-party or other software, and all new versions, updates, revisions, improvements and modifications of the foregoing, that Bear Cloud Software provides remote access to and use of as part of the Services.

"**New Version**" means any new version of the Licensed Software that Bear Cloud Software may from time to time introduce and market generally as a distinct licensed product (as may be indicated by Bear Cloud Software's designation of a new version number), and which Bear Cloud Software may make available to Customer at an additional cost under a separate written agreement.

"**Resultant Data**" means information, data and other content that is derived by or through the Services from processing Customer Data.

"**Third Party Materials**" means materials and information, in any form or medium, including any software, documents, data, content, specifications, products, equipment or components of or relating to the Services that are not proprietary to Bear Cloud Software.

2. Services.

2.1. Services. Subject to and conditioned on Customer's and its Authorized Users' compliance with the terms and conditions of this Agreement, during the Term, Bear Cloud Software shall use commercially reasonable efforts to provide to Customer and its Authorized Users the services described in this Agreement and attached Schedule "A", including hosting, managing, operating and maintaining the Licensed Software for remote electronic access and use by Customer and its Authorized Users (collectively, the "**Services**") in substantial conformity with the terms of this Agreement, except for:

- a) Scheduled downtime;
- b) Service downtime or degradation due to a Force Majeure Event;
- c) any other circumstances beyond Bear Cloud Software's reasonable control, including Customer's or any Authorized User's use of Third Party Materials, misuse of the Services, or use of the Services other than in compliance with the express terms of this Agreement; and
- d) any suspension or termination of Customer's or any Authorized Users' access to or use of the Services as permitted by this Agreement.

2.2. Service and System Control. Except as otherwise expressly provided in this Agreement, as between the parties:

- a) Bear Cloud Software has and will retain sole control over the operation, provision, maintenance and management of the Services and Bear Cloud Software Materials, including the: (i) Bear Cloud Software Systems; (ii) selection, deployment, modification and replacement of the Licensed Software; and (iii) performance of Services maintenance, Updates, upgrades, corrections and repairs; and

- b) Customer has and will retain sole control over the operation, maintenance and management of, and all access to and use of, the Customer Systems, and sole responsibility for all access to and use of the Services and Bear Cloud Software Materials by any person by or through the Customer Systems or any other means controlled by Customer or any Authorized User, including any: (i) information, instructions or materials provided by any of them to the Services or Bear Cloud Software; (ii) results obtained from any use of the Services or Bear Cloud Software Materials; and (iii) conclusions, decisions or actions based on such use.
- 2.3. Changes. Bear Cloud Software reserves the right, in its sole discretion, to make any changes to the Services and Bear Cloud Software Materials that it deems necessary or useful to: (a) maintain or enhance (i) the quality or delivery of Bear Cloud Software's services to its customers, (ii) the competitive strength of or market for Bear Cloud Software's services or (iii) the Services' cost efficiency or performance; or (b) to comply with applicable law. Without limiting the foregoing, either party may, at any time during the Term, request in writing changes to the Services. No requested changes will be effective unless and until memorialized in a written change order signed by both parties.
- 2.4. Subcontractors. Bear Cloud Software may from time to time in its discretion engage third parties to perform Services (each, a "Subcontractor").
- 2.5. Suspension or Termination of Services. Bear Cloud Software may, directly or indirectly, suspend, terminate or otherwise deny Customer's, any Authorized User's or any other person's access to or use of all or any part of the Services or Bear Cloud Software Materials, without incurring any resulting obligation or liability, if: (a) Bear Cloud Software receives a judicial or other governmental demand or order, subpoena or law enforcement request that expressly or by reasonable implication requires Bear Cloud Software to do so; or (b) Bear Cloud Software believes, in its sole discretion, that: (i) Customer or any Authorized User has failed to comply with, any term of this Agreement, or accessed or used the Services beyond the scope of the rights granted or for a purpose not authorized under this Agreement or in any manner that does not comply with any instruction or requirement of the terms of this Agreement; (ii) Customer or any Authorized User is, has been, or is likely to be involved in any fraudulent, misleading or unlawful activities; or (iii) this Agreement expires or is terminated. This Section does not limit any of Bear Cloud Software's other rights or remedies, whether at law, in equity or under this Agreement.
- 3. Authorization and Customer Restrictions.
 - 3.1. Authorization. Subject to and conditioned on Customer's payment of the Fees and compliance and performance in accordance with all other terms and conditions of this Agreement, Bear Cloud Software hereby authorizes Customer to access and use, during the Term, the Services and such Bear Cloud Software Materials as Bear Cloud Software may supply or make available to Customer solely for Customer's internal business operations, research, and educational purposes, by and through Authorized Users in accordance with the conditions and limitations set forth in this Agreement and Schedule B ("Permitted Use"). This authorization is non-exclusive and non-transferable.
 - 3.2. Reservation of Rights. Nothing in this Agreement grants any right, title or interest in or to (including any license under) any Intellectual Property Rights in or relating to, the Services, Bear Cloud Software Materials or Third Party Materials, whether expressly, by implication, estoppel or otherwise. All right, title and interest in and to the Services, Bear Cloud Software Materials and the Third Party Materials are and will remain with Bear Cloud Software and the respective rights holders in the Third Party Materials.

3.3. Authorization Limitations and Restrictions. Customer shall not, and shall not permit any other person to, access or use the Services or Bear Cloud Software Materials except as expressly permitted by this Agreement and, in the case of Third-Party Materials, the applicable third-party license agreement. For purposes of clarity and without limiting the generality of the foregoing, Customer shall not, except as this Agreement expressly permits:

- a) copy, modify or create derivative works or improvements of the Services or Bear Cloud Software Materials;
- b) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make available any Services or Bear Cloud Software Materials to any person, including on or in connection with the internet or any time-sharing, service bureau, software as a service, cloud or other technology or service;
- c) reverse engineer, disassemble, decompile, decode, adapt or otherwise attempt to derive or gain access to the source code of the Services or Bear Cloud Software Materials, in whole or in part;
- d) bypass or breach any security device or protection used by the Services or Bear Cloud Software Materials or access or use the Services or Bear Cloud Software Materials other than by an Authorized User through the use of his or her own then valid Access Credentials;
- e) input, upload, transmit or otherwise provide to or through the Services or Bear Cloud Software Systems, any information or materials that are unlawful or injurious, or contain, transmit or activate any software, hardware or other technology, device or means, including any virus, worm, malware or other malicious computer code ("Harmful Code");
- f) damage, destroy, disrupt, disable, impair, interfere with or otherwise impede or harm in any manner the Services, Bear Cloud Software Systems or Bear Cloud Software's provision of services to any third party, in whole or in part;
- g) remove, delete, alter or obscure any trademarks, specifications, Documentation, warranties or disclaimers, or any copyright, trademark, patent or other intellectual property or proprietary rights notices from any Services or Bear Cloud Software Materials, including any copy thereof;
- h) access or use the Services or Bear Cloud Software Materials in any manner or for any purpose that infringes, misappropriates or otherwise violates any Intellectual Property Right or other right of any third party or that violates any applicable law;
- i) access or use the Services or Bear Cloud Software Materials for purposes of competitive analysis of the Services or Bear Cloud Software Materials, the development, provision or use of a competing software service or product or any other purpose that is to Bear Cloud Software's detriment or commercial disadvantage; or
- j) otherwise access or use the Services or Bear Cloud Software Materials beyond the scope of the authorization granted herein.

4. Customer Obligations.

- 4.1. Customer Systems and Cooperation. Customer shall at all times during the Term: (a) set up, maintain and operate in good repair and in accordance with the terms of this Agreement all Customer Systems on or through which the Services are accessed or used; (b) provide all cooperation and assistance as Bear Cloud Software may reasonably request to enable Bear Cloud

Software to exercise its rights and perform its obligations under and in connection with this Agreement; and (c) provide Bear Cloud Software with the city property data necessary for implementation of the Licensed Software.

4.2. Effect of Customer Failure or Delay. Bear Cloud Software is not responsible or liable for any delay or failure of performance caused in whole or in part by Customer's delay in performing, or failure to perform, any of its obligations under this Agreement.

4.3. Corrective Action and Notice. If Customer becomes aware of any actual or threatened activity prohibited by Section 3.3, Customer shall, and shall cause its Authorized Users to, immediately:

(a) take all reasonable and lawful measures within their respective control that are necessary to stop the activity or threatened activity and to mitigate its effects (including, where applicable, by discontinuing and preventing any unauthorized access to the Services and Bear Cloud Software Materials and permanently erasing from their systems and destroying any data to which any of them have gained unauthorized access); and (b) notify Bear Cloud Software of any such actual or threatened activity.

5. Updates; Technical Support.

5.1. Updates. During the Term, Bear Cloud Software may provide Customer with periodic error corrections, enhancements, improvements, or updates, including updated Documentation, that Bear Cloud Software may, in its sole discretion, make generally available to its customers at no additional charge ("Updates"). Updates do not include New Versions. All Updates, on being provided by Bear Cloud Software to Customer hereunder, are deemed Licensed Software subject to all applicable terms and conditions in this Agreement. Customer does not have any right hereunder to receive any New Versions of the Licensed Software that Bear Cloud Software may, in its sole discretion, release from time to time.

5.2. Technical Support. The Services include Bear Cloud Software's standard technical support services, which include: (a) free technical support for all registered users of the then-current release of STR Helper and the previous release of Bear Cloud Software; and (b) any Updates provided by Bear Cloud Software during the Term ("Support Services"). Bear Cloud Software will make reasonable efforts to promptly respond to all installation and/or technical support inquiries and will respond to such inquiries within one business day.

6. Security.

6.1. Bear Cloud Software Systems and Security Obligations. Bear Cloud Software will employ security measures in accordance with its data privacy and security policy as amended from time to time, as available on the Bear Cloud Software Website ("Privacy Policy").

6.2. Customer Control and Responsibility. Customer has and will retain sole responsibility for: (a) all Customer Data, including its content and use; (b) all information, instructions and materials provided by or on behalf of Customer or any Authorized User in connection with the Services; (c) Customer's information technology infrastructure, including computers, software, databases, electronic systems (including database management systems) and networks, whether operated directly by Customer or through the use of third-party services ("Customer Systems"); (d) the security and use of Customer's and its Authorized Users' Access Credentials; and (e) all access to and use of the Services and Bear Cloud Software Materials directly or indirectly by or through the Customer Systems or its or its Authorized Users' Access Credentials, with or without Customer's knowledge or consent, including all results obtained from, and all conclusions, decisions and actions based on, such access or use.

6.3. Access and Security. Customer shall employ all physical, administrative and technical controls, screening and security procedures and other safeguards necessary to: (a) securely administer the

distribution and use of all Access Credentials and protect against any unauthorized access to or use of the Services; and (b) control the content and use of Customer Data, including the uploading or other provision of Customer Data for processing by the Services.

7. Fees; Payment Terms.

- 7.1. Fees. Customer shall pay Bear Cloud Software \$1,250 per month payable on the first day of each month for up to 12 months as set forth in Schedule A ("Fees") and in accordance with this Section.
- 7.2. Fee Increases. Bear Cloud Software may increase Fees after the first contract year of the Term, including any contract year of any Renewal Term, by providing written notice to Customer at least sixty (60) calendar days prior to the commencement of such Renewal Term, and Schedule A will be deemed amended accordingly.
- 7.3. Taxes. All Fees and other amounts payable by Customer under this Agreement are exclusive of taxes and similar assessments. Customer is responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state or local governmental or regulatory authority on any amounts payable by Customer hereunder, other than any taxes imposed on Bear Cloud Software's income.
- 7.4. Payment. All Fees and other amounts payable by Customer under this Agreement shall be paid by Customer within thirty (30) days after the date of the invoice therefor. Customer shall make all payments hereunder in US dollars. Customer shall make payments to the address or account specified in Schedule A or such other address or account as Bear Cloud Software may specify in writing from time to time.
- 7.5. Late Payment. If Customer fails to make any payment when due then, in addition to all other remedies that may be available, Bear Cloud Software may charge interest on the past due amount at the rate of 1.5% per month calculated daily and compounded monthly or, if lower, the highest rate permitted under applicable law.
- 7.6. No Deductions or Setoffs. All amounts payable to Bear Cloud Software under this Agreement shall be paid by Customer to Bear Cloud Software in full without any setoff, recoupment, counterclaim, deduction, debit or withholding for any reason (other than any deduction or withholding of tax as may be required by applicable law).

8. Intellectual Property Rights.

- 8.1. Services and Bear Cloud Software Materials. All right, title and interest in and to the Services and Bear Cloud Software Materials, including all Intellectual Property Rights therein, are and will remain with Bear Cloud Software and the respective rights holders in the Third-Party Materials. Customer has no right, license or authorization with respect to any of the Services or Bear Cloud Software Materials (including Third-Party Materials) except as expressly set forth in Section 3.1 or the applicable third-party license. All other rights in and to the Services and Bear Cloud Software Materials (including Third-Party Materials) are expressly reserved by Bear Cloud Software and the respective third-party licensors. In furtherance of the foregoing, Customer hereby unconditionally and irrevocably grants to Bear Cloud Software an assignment of all right, title and interest in and to the Resultant Data, including all Intellectual Property Rights relating thereto.
- 8.2. Customer Data. As between Customer and Bear Cloud Software, Customer is and will remain the sole and exclusive owner of all right, title and interest in and to all Customer Data, including all Intellectual Property Rights relating thereto, subject to the rights and permissions granted in Section 8.3. Customer may request a full export of all Customer Data no more than twice in a given twelve-month period. Bear Cloud Software will provide requested Customer Data in a format mutually agreed to by the parties.

8.3. Mutual Consent to Use Data. Customer hereby authorizes Bear Cloud Software to utilize Customer Data: (a) to perform the Services;

(b) to enforce this Agreement and exercise Bear Cloud Software's rights hereunder; and, (c) for any other lawful purpose. Bear Cloud Services hereby authorizes Customer to utilize Resultant Data: (a) to perform lawful governmental functions related to short term rentals, including without limitation enforcement of rental laws, rules, and regulations, and to obtain judicial relief related thereto as needed; (b) to enforce this Agreement and exercise Customer's rights hereunder; and, (c) any other lawful purpose.

8.4. Consent to Use Customer Marks. While this Agreement is in effect, Customer hereby grants to Bear Cloud Software a worldwide, non-exclusive, non-transferable license to use, reproduce and display Customer's name and logos in connection with: (a) Bear Cloud Software's performance of its obligations hereunder; and (b) promotional and marketing purposes, including developing promotional press releases, case studies, reports, marketing materials, and using Customer's name and logos in its lists of Bear Cloud Software's current customers.

9. Confidentiality.

9.1. Confidential Information. In connection with this Agreement each party (as the "Disclosing Party") may disclose or make available Confidential Information to the other party (as the "Receiving Party"). Subject to Section 9.2, "Confidential Information" means information in any form or medium (whether oral, written, electronic or other) that the Disclosing Party considers confidential or proprietary, including information consisting of or relating to the Disclosing Party's technology, trade secrets, know-how, business operations, plans, strategies, customers, and pricing, and information with respect to which the Disclosing Party has contractual or other confidentiality obligations, in each case whether or not marked, designated or otherwise identified as "confidential". Without limiting the foregoing: all Bear Cloud Software Materials and the terms of this Agreement are the Confidential Information of Bear Cloud Software.

9.2. Exclusions. Confidential Information does not include information that: (a) was rightfully known to the Receiving Party without restriction on use or disclosure prior to such information being disclosed or made available to the Receiving Party in connection with this Agreement; (b) was or becomes generally known by the public other than by the Receiving Party's or any of its representatives' noncompliance with this Agreement; (c) was or is received by the Receiving Party on a non-confidential basis from a third party that was not or is not, at the time of such receipt, under any obligation to maintain its confidentiality; or (d) was or is independently developed by the Receiving Party without reference to or use of any Confidential Information.

9.3. Protection of Confidential Information. As a condition to being provided with any disclosure of or access to Confidential Information, the Receiving Party shall:

- a) not access or use Confidential Information other than as necessary to exercise its rights or perform its obligations under and in accordance with this Agreement;
- b) except as may be permitted by and subject to its compliance with Section 9.4, not disclose or permit access to Confidential Information other than to its representatives who: (i) need to know such Confidential Information for purposes of the Receiving Party's exercise of its rights or performance of its obligations under and in accordance with this Agreement; (ii) have been informed of the confidential nature of the Confidential Information and the Receiving Party's obligations under this Section; and (iii) are bound by confidentiality and restricted use obligations at least as protective of the Confidential Information as the terms set forth in this Section;

- c) safeguard the Confidential Information from unauthorized use, access or disclosure using at least the degree of care it uses to protect its similarly sensitive information and in no event less than a reasonable degree of care; and
- d) ensure its representatives' compliance with, and be responsible and liable for any of its representatives' non-compliance with, the terms of this Section.

9.4. Compelled Disclosures. If the Receiving Party or any of its representatives is compelled by applicable law to disclose any Confidential Information then, to the extent permitted by applicable law, the Receiving Party shall: (a) promptly, and prior to such disclosure, notify the Disclosing Party in writing of such requirement so that the Disclosing Party can seek a protective order or other remedy or waive its rights under Section 9.3; and (b) provide reasonable assistance to the Disclosing Party, in opposing such disclosure or seeking a protective order or other limitations on disclosure. If the Disclosing Party waives compliance or, after providing the notice and assistance required under this Section, the Receiving Party remains required by law to disclose any Confidential Information, the Receiving Party shall disclose only that portion of the Confidential Information that the Receiving Party is legally required to disclose.

10. Term and Termination.

10.1. Term. The term of this Agreement commences as of the Effective Date and, unless terminated earlier pursuant any of the Agreement's express provisions, and will continue on a month to month basis until twelve (12) months from such date . This month-to-month offer will be granted for a maximum of twelve (12) months or until either party gives the other party sixty (60) days written notice of termination.

10.2. Renewal. Sixty (60) days prior to the twelve (12) months, the customer will be provided a written notice of renewal for the new twelve (12) month term, or different term if a new one has been agreed upon (each a "RenewalTerm" and, collectively, together with the initial Term, the "Term").

10.3. Retention of Customer Data. At Customer's option and upon its written request, Bear Cloud Software will continue to retain the Customer Data for a period of no more than sixty (60) days after the effective date of expiration or termination, as applicable, provided that Customer pays in full all fees due Bear Cloud Software as of the effective date of such expiration or termination upon a full accounting of such fees by Bear Cloud Software.

10.4. Termination. In addition to any other express termination right set forth elsewhere in this Agreement:

- a) Bear Cloud Software may terminate this Agreement, effective on written notice to Customer, if Customer fails to pay any amount when due hereunder, and such failure continues more than five (5) days after Bear Cloud Software's delivery of written notice thereof.
- b) either party may terminate this Agreement, effective on written notice to the other party, if the other party materially breaches this Agreement, and such breach: (i) is incapable of cure; or (ii) being capable of cure, remains uncured thirty (30) days after the non-breaching party provides the breaching party with written notice of such breach; and
- c) either party may terminate this Agreement, effective immediately upon written notice to the other party, if the other party: (i) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (ii) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency

law; (iii) makes or seeks to make a general assignment for the benefit of its creditors; or

(iv) applies for or has appointed a receiver, trustee, custodian or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

- d) either party may terminate this Agreement during the Term or any Renewal Term at any time for convenience and without reason provided the terminating party gives the other party sixty (60) days advance written notice of the same.

10.5. Effect of Expiration or Termination. Upon any expiration or termination of this Agreement, except as expressly otherwise provided in this Agreement:

- a) all rights, licenses, consents and authorizations granted by either party to the other hereunder will immediately terminate;
- b) Customer shall immediately cease all use of any Services or Bear Cloud Software Materials and (i) promptly return to Bear Cloud Software, or at Bear Cloud Software's written request destroy, all documents and tangible materials containing, reflecting, incorporating or based on any Bear Cloud Software Materials or Bear Cloud Software's Confidential Information; and (ii) permanently erase all Bear Cloud Software Materials and Bear Cloud Software's Confidential Information from all systems Customer directly or indirectly controls;
- c) Bear Cloud Software may disable all Customer and Authorized User access to the Services and Bear Cloud Software Materials;
- d) if Customer terminates this Agreement pursuant to Section 10.4(b), Customer will be relieved of any obligation to pay any Fees attributable to the period after the effective date of such termination and Bear Cloud Software will refund to Customer Fees paid in advance for Services that Bear Cloud Software has not performed as of the effective date of termination;
- e) if Bear Cloud Software terminates this Agreement pursuant to Section 10.4(a) or Section 10.4(b), Customer shall be liable for all Fees for the month in which the termination occurred, together with all previously-accrued but not yet paid Fees, on receipt of Bear Cloud Software's invoice therefor.

10.6. Surviving Terms. The provisions set forth in the following sections, and any other right or obligation of the parties in this Agreement that, by its nature, should survive termination or expiration of this Agreement, will survive any expiration or termination of this Agreement: Authorization Limitations and Restrictions, Confidentiality, Effect of Expiration or Termination, Surviving Terms, Representations and Warranties, Indemnification, Limitations of Liability and Miscellaneous.

11. Representations and Warranties.

11.1. Mutual Representations and Warranties. Each party represents and warrants to the other party that:

- a) it is duly organized, validly existing and in good standing as a corporation or other entity under the laws of the jurisdiction of its incorporation or other organization;
- b) it has the full right, power and authority to enter into and perform its obligations and grant the rights, licenses, consents and authorizations it grants or is required to grant under this Agreement;

- c) the execution of this Agreement by its representative whose signature is set forth at the end of this Agreement has been duly authorized by all necessary corporate or organizational action of such party; and
- d) when executed and delivered by both parties, this Agreement will constitute the legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms.

11.2. Additional Bear Cloud Software Representations, Warranties and Covenants. Bear Cloud Software represents, warrants and covenants to Customer that Bear Cloud Software will: (a) perform the Services using personnel of required skill, experience and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and will devote adequate resources to meet its obligations under this Agreement; and (b) exercise commercially reasonable efforts to ensure that the Services are available no less than 99.5% of the time. Bear Cloud Software also guarantees a minimum standard of accuracy of 95% of all listings that go through the verification process by a Bear Cloud Software validation technician. If Bear Cloud fails to meet the standard a 50% refund of the total licensing software will be refunded.

11.3. Additional Customer Representations, Warranties and Covenants. Customer represents, warrants and covenants to Bear Cloud Software that Customer owns or otherwise has and will have the necessary rights and consents in and relating to the Customer Data so that, as received by Bear Cloud Software and processed in accordance with this Agreement, they do not and will not infringe, misappropriate or otherwise violate any Intellectual Property Rights, or any privacy or other rights of any third party or violate any applicable law.

11.4. DISCLAIMER OF WARRANTIES. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN SECTION 11.1 AND 11.2: (1) ALL SERVICES AND BEAR CLOUD SOFTWARE MATERIALS ARE PROVIDED "AS IS" AND BEAR CLOUD SOFTWARE HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHER, AND BEAR CLOUD SOFTWARE SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE; (2) WITHOUT LIMITING THE FOREGOING, BEAR CLOUD SOFTWARE MAKES NO WARRANTY OF ANY KIND THAT THE SERVICES OR BEAR CLOUD SOFTWARE MATERIALS, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM OR OTHER SERVICES OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE OR ERROR FREE; AND, (3) ALL THIRD-PARTY MATERIALS ARE PROVIDED "AS IS" AND ANY REPRESENTATION OR WARRANTY OF OR CONCERNING ANY THIRD PARTY MATERIALS IS STRICTLY BETWEEN CUSTOMER AND THE THIRD-PARTY OWNER OR DISTRIBUTOR OF THE THIRD-PARTY MATERIALS.

12. Indemnification.

12.1. Bear Cloud Software Indemnification. Bear Cloud Software shall indemnify, defend and hold harmless Customer and Customer's officers, directors, employees, agents, permitted successors and permitted assigns (each, a "Customer Indemnitee") from and against any and all losses, damages, liabilities, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs or expenses of whatever kind, including reasonable attorneys' fees (collectively, "Losses") incurred by such Customer Indemnitee arising out of or relating to any claim, suit, action or proceeding (each, an "Action") by a third party to the extent that such Losses arise from any allegation in such Action that Customer's use of the Services (excluding Customer Data and Third Party Materials) in compliance with this Agreement infringes a U.S. Intellectual Property Right. The foregoing obligation does not apply to any Action or Losses arising out of or relating to any:

- a) access to or use of the Services or Bear Cloud Software Materials in combination with any hardware, system, software, network or other materials or service not provided or authorized in writing by Bear Cloud Software;
- b) modification of the Services or Bear Cloud Software Materials other than: (i) by or on behalf of Bear Cloud Software; or (ii) with Bear Cloud Software's written approval in accordance with Bear Cloud Software's written specification; or,
- c) failure to timely implement any modifications, upgrades, replacements or enhancements made available to Customer by or on behalf of Bear Cloud Software.

12.2. Mitigation. If any of the Services or Bear Cloud Software Materials are, or in Bear Cloud Software's opinion are likely to be, claimed to infringe, misappropriate or otherwise violate any third-party Intellectual Property Right, or if Customer's or any Authorized User's use of the Services or Bear Cloud Software Materials is enjoined or threatened to be enjoined, Bear Cloud Software may, at its option and sole cost and expense;

- a) obtain the right for Customer to continue to use the Services and Bear Cloud Software Materials materially as contemplated by this Agreement;
- b) modify or replace the Services and Bear Cloud Software Materials, in whole or in part, to seek to make the Services and Bear Cloud Software Materials (as so modified or replaced) non-infringing, while providing materially equivalent features and functionality, in which case such modifications or replacements will constitute Services and Bear Cloud Software Materials, as applicable, under this Agreement; or
- c) by written notice to Customer, terminate this Agreement with respect to all or part of the Services and Bear Cloud Software Materials, and require Customer to immediately cease any use of the Services and Bear Cloud Software Materials or any specified part or feature thereof.

THIS SECTION SETS FORTH CUSTOMER'S SOLE REMEDIES AND BEAR CLOUD SOFTWARE'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED OR ALLEGED CLAIMS THAT THIS AGREEMENT OR ANY SUBJECT MATTER HEREOF (INCLUDING THE SERVICES AND BEAR CLOUD SOFTWARE MATERIALS) INFRINGES, MISAPPROPRIATES OR OTHERWISE VIOLATES ANY THIRD PARTY INTELLECTUAL PROPERTY RIGHT.

13. Limitations of Liability.

- 13.1. EXCLUSION OF DAMAGES. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY AND OTHERWISE, FOR ANY: (a) LOSS OF PRODUCTION, USE, BUSINESS, REVENUE OR PROFIT OR DIMINUTION IN VALUE;
- (b) IMPAIRMENT, INABILITY TO USE OR LOSS, INTERRUPTION OR DELAY OF THE SERVICES; (c)

LOSS, DAMAGE, CORRUPTION OR RECOVERY OF DATA, OR BREACH OF DATA OR SYSTEM SECURITY, OR (d) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER SUCH PERSONS WERE ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

13.2. CAP ON MONETARY LIABILITY. IN NO EVENT WILL THE COLLECTIVE AGGREGATE LIABILITY OF EITHER PARTY TO THE OTHER UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER, UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY AND OTHERWISE, EXCEED: (A) IF THE CUSTOMER LICENSED THE LICENSED SOFTWARE FROM BEAR CLOUD DIRECTLY, THE TOTAL AMOUNT OF FEES PAYABLE TO BEAR CLOUD SOFTWARE BY CUSTOMER IN THE SIX (6) MONTH PERIOD PRECEDING THE INCIDENT GIVING RISE TO THE CLAIM; OR (B) IF THE CUSTOMER LICENSED THE LICENSED SOFTWARE FROM AN AUTHORIZED RESELLER, THE TOTAL AMOUNT OF FEES PAYABLE TO THE RESELLER BY CUSTOMER IN THE SIX (6) MONTH PERIOD PRECEDING THE INCIDENT GIVING RISE TO THE CLAIM. THE FOREGOING LIMITATION APPLIES NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

14. Force Majeure. In no event will either party be liable or responsible to the other party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, except for any payment obligation, when and to the extent such failure or delay is caused by acts of war, terrorism, hurricanes, earthquakes, other acts of God or of nature, strikes or

other labor disputes, riots or other acts of civil disorder, embargoes, or other causes beyond such party's reasonable control (a "Force Majeure Event"). Either party may terminate this Agreement if a Force

Majeure Event affecting the other party continues substantially uninterrupted for a period of thirty (30) days or more.

15. Miscellaneous.

15.1. Further Assurances. Upon a party's reasonable request, the other party shall, at the requesting party's sole cost and expense, execute and deliver all such documents and instruments, and take all such further actions, necessary to give full effect to this Agreement.

15.2. Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

15.3. Notices. Except as otherwise expressly set forth in this Agreement, all notices, requests, consents, claims, demands, waivers, and other communications under this Agreement have binding legal effect only if in writing and addressed to a party as follows (or to such other address or such other person that such party may designate from time to time in accordance with this Section):

If to Bear Cloud
Software:

Address: 69 N. Paradise Parkway, Building B, suite 224 Garden City Utah
84028

E-mail:

bpeterson@strhelper.com]

Attention: Bob Peterson

If to Customer:

Address: 11 North Washington St., Easton, Maryland 21601

Attention: Miguel Salinas

Notices sent in accordance with this Section will be deemed effectively given: (a) when received, if delivered by hand, with signed confirmation of receipt; (b) when received, if sent by a nationally recognized overnight courier, signature required; (c) when sent, if by facsimile or e-mail, (in each case, with confirmation of transmission), if sent during the addressee's normal business hours, and on the next business day, if sent after the addressee's normal business hours; and (d) on the third day after the date mailed by certified or registered mail, return receipt requested, postage prepaid.

- 15.4. Headings. The headings in this Agreement are for reference only and do not affect the interpretation of this Agreement.
- 15.5. Entire Agreement. This Agreement, together with any other documents incorporated herein by reference, constitutes the sole and entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements made in the body of this Agreement, the related exhibits, schedules, attachments and appendices (other than an exception expressly set forth as such therein) and any other documents incorporated herein by reference, the following order of precedence governs: (a) first, this Agreement, excluding its exhibits, schedules, attachments and appendices; (b) second, the exhibits, schedules, attachments and appendices to this Agreement as of the Effective Date; and (c) third, any other documents incorporated herein by reference.
- 15.6. Assignment. Customer shall not assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance, under this Agreement, in each case whether voluntarily, involuntarily, by operation of law or otherwise, without Bear Cloud Software's prior written consent. No delegation or other transfer will relieve Customer of any of its obligations or performance under this Agreement. Any purported assignment, delegation or transfer in violation of this Section is void. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective permitted successors and assigns.
- 15.7. No Third-party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective permitted successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.
- 15.8. Amendment and Modification; Waiver. No amendment to or modification of this Agreement is effective unless it is in writing and signed by an authorized representative of each party. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.
- 15.9. Severability. If any provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

- 15.10. Governing Law; Submission to Jurisdiction. This Agreement is governed by and construed in accordance with the internal laws of the State of Maryland without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of Maryland. Any legal suit, action or proceeding arising out of or related to this Agreement or the licenses granted hereunder shall be instituted in the federal courts of the United States or the courts of the State of Maryland in each case located in the County of Talbot, and each party irrevocably submits to the jurisdiction of such courts in any such suit, action or proceeding. Service of process, summons, notice or other document by mail to such party's address set forth herein shall be effective service of process for any suit, action or other proceeding brought in any such court.
- 15.11. Waiver of Jury Trial. Each party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any legal action arising out of or relating to this Agreement or the transactions contemplated hereby.
- 15.12. Equitable Relief. Each party acknowledges and agrees that a material breach by such party of any of its obligations under the sections entitled Confidentiality; Authorization and Customer Restrictions; or Corrective Action and Notice; would cause the other party irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach, the other party will be entitled to seek equitable relief, including a restraining order, an injunction, specific performance and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity or otherwise.
- 15.13. Attorneys' Fees. In the event that any action, suit, or other legal or administrative proceeding is instituted or commenced by either party hereto against the other party arising out of or related to this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and court costs from the non-prevailing party.
- 15.14. Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

Bear Cloud Software

Talbot County, Maryland

By: 
 Name: JUAN SPENCIAR
 Title: CEO
 Date: 8/24/18

By: 
 Name: E. ANDREW HOLLIS
 Title: COUNTY MANAGER
 Date: 17 SEPT 18

Schedule A

FEES Enterprise SaSS product

Talbot County, Maryland

Overview

STR Helper was designed to help municipalities monitor and manage short term rental registration and compliance. Unable to find an adequate software solution priced reasonably, a group of city administrators and a mayor founded Bear Cloud Software in 2015 to build a platform for managing short term rental compliance. In January 2017, STR Helper began to openly sell and support the platform. In that time, more than fifty municipalities and counties have licensed and deployed STR Helper, with dozens more now evaluating the system.

For this proposal, our price will come in at \$15,000 for 12-months (paid in monthly installments of \$1,250). The price includes all support and software licensing. The only option not included is on-site training which is billed at \$750/day plus expenses. Remote training is included as part of the core offering.

The STR Helper system natively supports:

- A high availability, secure platform with responsive mobile interfaces
- A customizable, intuitive dashboard for at a glance status inquiries
- Data warehouse for ad hoc reporting on a host of data elements
- An integrated permitting system designed from the ground up for short term rental compliance
- Online, responsive interfaces for online permit application and payment
- Tax compliance
- Noise, trash and parking compliance management
- Calendar and occupancy data

The cornerstone of the STR Helper system is registration, the end goal being to create a full roster of short term rentals within a proscribed geographic boundary, including the full name of the owner and the physical address of the unit. The system does this by scanning over 40 different rental sites, including global aggregators like HomeAway/VRBO, Airbnb, Turnkey.com, and Booking.com, national aggregators like Craigslist, Vacasa and Turnkey and small, local property management firms. It then matches those listings (which are carefully verified through a double-blind verification process to ensure that the advertised property is in fact linked to the correct tax id record) with local GIS and tax assessor data. The system internally stores and manages all of this.

With this in place, the system can then perform a few critical functions, including:

- Physical address identification
- Identification of any non-registered or otherwise non-compliant property (non-compliance simply means they are not operating within the parameters set forth by the municipality. That might mean they are outside an allowable rental zone, they have not completed the permitting process, they owe back taxes, etc.).
- Provide a visual map of all listings
- Provide links to all the advertising, including the start date of the discovered ad, various sites it is listed on, etc.

With a baseline of compliant and non-compliant users, the system can then automate communication with non-compliant users, generating letters that cite areas of non-compliance. The system documents all of this in an audit trail. For people who refuse to comply, the system logs all correspondence, all offenses and provides a central registry for a city official to issue a citation, and if the case ultimately ends up in municipal court, it centralizes and tracks all evidence.

Each night, the system runs a process that sweeps all the listing sites and updates the registry, adding newly discovered properties and showing properties that have ceased advertising. Alerts are sent to the management dashboard so appropriate action can be taken and the registry is updated so all reporting is real time. As a monthly part of this process, the system also tracks occupancy on a per property basis. Occupancy data is critical to determine a series of important functions:

- Estimating TOT or other relevant taxes
- Understanding usage patterns which supplies critical trend and usage reporting
- Tracking occupancy if there is a cap in place for the number of nights a property can be rented in a year

And while registration and permit compliance is a critical function within the system, it alone does not comprise a solution. Municipal codes often regulate things like parking, trash, noise and occupancy levels. It is nearly impossible for local officials alone to track and monitor all of this. As a result, we have enabled community-based functions to report non-compliance in these areas. We offer a series of portals for registration, on-line complaint submittal and a registry of short term rentals in the communities. portal that allows users to report an infraction online. The portals, among other things, allow users to upload photographic evidence of non-compliance. This evidence is stored in the audit trail of the offending property, either for use as evidence in court, or because in some jurisdictions, multiple violations can result in the revocation of the STR permit.

As such, we believe that STR Helper represents not only the best value on the market, but also the most comprehensive solution. We believe the following pages will substantiate that viewpoint.

STR Parcel (Property) & Address Identification

Physical Address Identification

- Up to date list of jurisdiction's active STR Listings
- High resolution screenshots of all active listings (updated weekly)
- Full address and contact information for all identifiable STRs in jurisdiction
- All available listing and contact information for non-identifiable STR's in jurisdiction

We begin the identification process by discovering all short-term rental – both locally listed and nationally listed. All duplicates are removed and all exempt properties are tagged (this might include hotel rooms, bed and breakfasts, time shares, etc.). With this baseline in place, we then tie every listing to GIS data from the county tax assessor. This is a critical step in our process. Importantly, all this work is done domestically. It is both technically intensive and labor intensive, but ALL this work is performed in the United States. By tying every listing to county GIS data, we are then able to ensure that we have proper property addresses, but also that future communication is directed not to the local address, but to the address where the tax bill is delivered. Proudly, we achieve 100% accuracy with our identification process.

As a result, we have the following:

- A full list of short term rental properties
- Complete parcel information and local addresses for each property
- Contact information and address of each property owner
- A high-resolution copy of ALL ads (many properties will list on multiple sites) – this information will be refreshed weekly and an archive of all previous ads is kept
- Physical property information including things like number of bedrooms/bathrooms, etc.
- Information on nightly rates, review data and other elements within the site structure

This discovery process is then repeated nightly. If an ad has been discontinued, the system will continue to maintain the record. If an ad has been discontinued through one service and moved to another, the system will track both the live ad and the discontinued ad. As a result, the system is dynamic and compliance will be managed in real time (more on the compliance process below). New ads will also be discovered in real time. In this case, your STR Helper account manager will work to validate the new ad, tying it to GIS data just like the original discovery process proceeded.

We should point out that our accuracy in identifying short term rentals is unmatched in the industry. STR Helper approaches 100% accuracy across the board. Any unidentifiable property can be easily tracked through the dashboard. That said, our identification process is well above 95%, with 100% accuracy on the 95%.

The following screenshot provides some of the product detail easily available through STR Helper:

Property BCP-1721
 - Back to List: Properties

Licenses | Notes | Inspection

Property Detail:

BC Property Name	BCP-1721	Record Type	Single-Family Home [Change]
Current License	BCP-0323	External Id	
Is License Current	✓	Parcel	
License Expiration	12/31/2017	Exemption Reason	Waivable
Zone			

New Licenses

New License	New License Status

Address

Nickname	Inn at the Lake	Owner Name 1	Jon
Street	26 Christo Circle	Owner Name 2	White
City	Garden City	Owner Mailing Street	123 Main Street
State	UT	Owner Mailing City	Logan
Postal Code	84026	Owner Mailing State	UT
Geolocation	41.946093 -111.4048906	Owner Mailing Postal Code	84321
		Owner Phone	
		Owner Phone 2	
		Owner Email	

in the following example, the property is listed on Booking, HomeAway and Airbnb. Each tab provides links to the appropriate ad. It should also be noted that each of these provides a link down into the property details within STR Helper. The system captures high resolution images of each ad which can be accessed in this way.

Booking HomeAway Airbnb

Booking: Inn At The Lake (Confirmed)
 (41.94792560, -111.40462500)
 Open Listing on Web | Open Listing in STR Helper
 Off-Site parking ... \$1499

HomeAway: Evening Bedroom Villa (Home)
 (41.94732000, -111.40500000)
 Open Listing on Web | Open Listing in STR Helper
 This villa has a dishwasher, barbecue and hot tub ... \$1753

Airbnb: Inn At The Lake (Home)
 (41.946093, -111.39353900)
 Open Listing on Web | Open Listing in STR Helper
 Inn at the Lake, Sleeps up to 65, Winter Rate is 35% off ... \$1499

Online/Mobile Permitting

The goal for Talbot County calls for the following (STR Helper meets or exceeds all of these requirements):

- 24/7 availability
- Mobile adaptive design
- Compatible with the Talbot County website

- The ability to validate inputs whenever possible as to minimize data-entry errors
- Electronic signature capabilities
- SSL encryption
- Data available through an online application and/or website
- Data downloadable into csv format via online application and/or website

In addition, STR Helper provide a full suite of features that go well beyond the requirements listed, giving plenty of flexibility as the ordinance inevitably changes and expands.

STR Helper is a highly differentiated product. This is especially true in the permitting realm. It is easy to claim some basic business licensing system as a "registration and permitting system." The fact is that STR's are different require a highly specialized permitting system. Only STR Helper supports the following:

- Document management support in the application process
- Zone management integrated to the permit issuance process
- Support for multi-permit types
- Renewal management services
- Support for multiple payment gateways
- Integration to the property history

Our mobile permitting system is built on top of Salesforce.com, the world's leading CRM system. There are a variety of reasons we chose force.com as the platform, among them it is the most secure, scalable and highly available application platform on the planet. Our Salesforce instance in hosted with Amazon Web Services ensuring 100% availability and data protection. All interfaces in the product are built on a responsive framework, meaning they run equally well on all mobile and desktop devices. In short, we are supported by Salesforce, a \$100 billion company trusted by leaders in industry and government with an unmatched feature set and security features that no other system can touch.

The permitting process is supported by our registration portal, which allows users to apply for and pay for a permit online. The responsive site can be easily adopted to the look and feel of the Talbot County website. This intuitive portal allows users to apply and pay for their license online. The site supports the uploading of any documents required by our ordinance. For example, many cities require parking plans, proof of insurance and safety inspections before a license can be approved. STR Helper stores and centrally manages all of those related documents. The registration portal also allows applicants to follow the status of their permit. They can log-in to ensure that all supporting documents have been submitted, all pertinent information included (for example, the emergency contact has been provided), and where the application sits in the approval process. The interface validates all free form inputs, and where possible, uses drop down menus to both limit data input as well as to guard against invalid field data.

All transactions are completely, 100% PCI compliant. All communication exists over secure socket layers and no credit cards numbers are stored. Electronic signatures are supported, as are electronic checks and alternative payment forms. Moreover, all application data (as well as all other STR Helper data) can be exported to a CSV file.

With the permit application in place, the dashboard alerts the city that there is a pending license. Through a simple, intuitive interface, the city can review all supporting documents and then choose to approve the permit. The system automatically communicates back to the applicant that their permit has been approved and issue a printable version of the license.

As you would expect, all licensing is tied into the reporting system as well. In this way, not only does the dashboard provide at a glance license status, but detailed reports can be generated on license status.

Finally, the licensing also ties into the letter generation system. For example, letters can be generated to all applicants whose applications lack a supporting document. The letter will dynamically insert the missing document type in to the letter and the applicant can be made aware that they still need to provide information or documents in their application.

The permitting process also supports zoning laws. "Zones" can be established as narrowly or as broadly as you choose, down to the parcel level. Let's put this into context. In some communities, short term rentals are not allowed at all in certain districts. STR Helper will prevent the issuance of a permit in these areas. In other cases, the city caps the number of available permits. Again, STR Helper can manage and track the number of issued permits and can establish a waiting list for applicants above the cap. Finally, in many cases certain units are prohibited from inclusion as short term rentals. The most obvious example of this is affordable housing units. The system can treat individual properties as "zones" in and of themselves.

All permitting data is tied back to a central property history. In this way, the city can see a history associated with the property. Each time a permit is applied for or renewed, it is recorded here. All documents that are uploaded are also managed through this interface. The property history also track all communications, non-compliance violations and complaints (more on this later).

No other permitting system available elsewhere has been so tailored to the issue of short term rental compliance. Our permitting system is used by more cities than the "permitting systems" of all of our nearest competitors combined.

The following screen shot gives a glimpse of the registration portal:

Bob Peterson

123 Main Street, Garden City, UT 84028

Property Management Info (E06)

Main Contact: Bob Peterson - (424) 444-4444
Main Contact 2: Jill Peterson - (555) 555-5555
Email: bob.peterson@strhelper.com

Emergency Contact: Bob Peterson - (424) 444-4444
Emergency Contact 2: Jill Peterson - 555-555-5555
Tax Account Number: UT-123444

Create New License

Current Licenses

License #	Street	Status	Fee Paid	Inspection	
BCA-5266	220 W Lychee Ln	Approved	✓	✓	Renew
BCA-5267	200 W Lychee Ln	Approved	✓	✓	Renew
BCA-5284	12 S Lakeside Dr	Approved	✓	✓	Renew

New and Renewing Licenses

License #	Street	Status	Fee Paid	Inspection	View	Edit
BCA-5269	10 N Lakeside Dr	Pending	✓	✓		

Compliance Monitoring

The goal for Talbot County calls for the following (STR Helper meets or exceeds all requirements):

- Ongoing monitoring of STRs for zoning and permit compliance
- Systematic outreach to unpermitted and/or illegal short-term rental operators (using mail merge and form letters in the STR Helper Software system)
- Monthly staff report on jurisdiction's zoning and permit compliance:
- Point and click Up-to-date list of STRs operating illegally or without the proper permits
- Full case history for non-compliant listings

In addition to these requirements, STR Helper *automates* the entire process. There is NO manual reconciliation required. The city is in complete control and not beholden to STR Helper to run reports for them (although the account support rep can do that if you choose).

It is critical to understand that without a registration system that fully meets all of the city's requirements, automated compliance monitoring is not possible (unless there is some person behind the scenes doing manual reconciliation which is subject to the same inaccuracies). STR Helper integrates *both* discovery and permitting, and then layers a communication infrastructure on top of it. As a result, the system can automatically and in real time provide compliance status and generate letters of non-compliance. This status is available through the dashboard as well as the reporting interface.

We are regularly contacted by cities who have used products that focus on discovery but lack robust permitting. They are then forced to manually reconcile discovery and permitting. In some cases, these cities discover that an out-of-country resource is doing everything manually and then sending the report. And while this is painful, expensive and error prone, it is compounded by the ongoing discovery process as new properties are added and must be validated. A number of issues arise and must be managed, including:

- New ownership when a property is sold
- Newly discovered properties that have just put up an ad
- Properties that are constantly putting up and taking down their ads
- Permits that will expire in the near future

STR Helper deals with all of these situations.

In addition to simple compliance management, STR Helper provides a robust communication infrastructure that enables on-going outreach not only to non-compliant properties, but also to people for example whose permits are going to be expiring in the next 60 days. The system allows the city to establish form letters that are dynamically populated by wildcard fields.

All communications and instances of non-compliance are managed as part of a full case history. This case history includes weekly, hi-res snapshots of the advertisements for all platforms. This includes review data, calendaring data and other evidence that the property is in fact being rented.

Compliance status, compliance rates and individual property details are all available through the STR Helper dashboard as well as the reporting system. As a result, the city can run reports at whatever interval they choose. These reports can include full lists of non-compliant properties, monthly staff reports on zoning and permit compliance, etc. All of these reports and dashboards are highly customizable to your needs.

A simple example of the types of filtering available for status and compliance is shown below:

 Licenses - Expired Clone | Create New View

A B C D E F

<input type="checkbox"/> Action	BC License Name ↑	Property Link	Property Management	Expiration Date	Status
<input type="checkbox"/> Edit Del	BCA-0056	1054 S Mountain M...	Kariette Johnson	12/1/2016	Expired
<input type="checkbox"/> Edit Del	BCA-0356	98 W Lake Cir	Bear Lake Project	12/1/2016	Expired

STR Helper meets all of the requirements listed above and goes well beyond these requirements by including the following:

- Integration of the call center to the STR Helper dashboard so all complaints are captured and managed in real time
- Integration to the property history so evidence of chronically problematic properties is recorded and can be managed appropriately
- A resolution system that sends the resolution of the situation back to the original complainant
- An on-line complaint portal for citizens to submit complaints including photographic, video or audio evidence
- Ability to route call in real time to emergency contact or city ordinance officer

STR Helper supports an online portal that allows people to log complaints online. As a result, complaints are logged into the dashboard and the complaint can be routed for resolution to either the compliance officer or to the listed emergency contact. All of this – the complaint, any evidence presented, the resolution, etc – are all captured in the property history. As a result, it can all be reported on through the STR Helper reporting interface as well as the dashboard. In this way, the city can create weekly reports containing the number and type of reported incidents and a list of properties for which incidents have been reported.

The STR Helper approach is designed to not only capture the complaint, but to allow either the city or the property manager to respond. Moreover, the system creates accountability by managing resolution and reporting that back to the original person who filed the complaint.

The following screen shots demonstrate elements of the interface from the online portal:

Short-Term Rental Complaint/Comment

If a home in your area is being rented as a vacation rentals (or other type of rental for less than 30 days a a time) use this form to ledge a complaint if they are exceeding noise expectations, parking, garbage, or other issues.

123

Property Search Results

	Street	Parcel	City	State	Zip
Select This Property →	1234 S Bear Lake Blvd	41-28-00-051	Garden City	UT	84028
Select This Property →	1235 S Lakeview Dr	41-30-01-014	Garden City	UT	84028
Select This Property →	1239 S Choke Cherry Dr	41-30-02-004	Garden City	UT	84028

Don't see it here? Enter the property address, cross-streets, and/or brief description and click "Go"

Short-Term Rental Complaint/Comment

Property:

1234 S Bear Lake Blvd
Garden City, UT 84028

Complaint Info

Complaint Type*

*Required Fields

--None--

Description*

Upload a photos (Optional: maximum of three photos)

Your Name (Optional: leave blank if you wish to remain anonymous)

Your Phone (Optional: leave blank if you do not want to be contacted)

Your Email (Optional: leave blank if you do not want to be contacted)

STR Helper Tax Portal

Much like the permit compliance piece of STR Helper, the tax compliance portion of STR Helper provides two broad functions:

- It provides an on-line portal for quarterly (or monthly) occupancy reporting and tax remittance to the city/county
- It compares the roster of all short term rentals in the community to the tax returns and identifies all non-filers. It can then generate communications of non-compliance to the tax payers.

Now, before we dive into the details of what the system does, it is critical to understand what the system does not do. In particular, the system is limited in its ability to identify beyond a doubt tax

underpayments. We gather calendar data and can use that to create an estimated occupancy and yield. However, this is imperfect data. Calendar data represents unavailability, as opposed to taxable occupancy. As a result, we can highlight properties that are falling below a certain threshold, but we will not say definitively that they are committing tax fraud. In our experience, the vast majority of the problem comes from non-payment, not underpayment and we can definitively identify non-payers.

With that said, the system provides support for the following:

Payment/Scheduling

- Quarterly or monthly tax payment schedules, with assigned deadlines
- Support for property managers filing for multiple properties simultaneously
- Support for leading credit card gateways and ACH payments
- If the dues date falls on a Saturday, Sunday or City/County Holiday, the next business day will be the due date

Captured information

- Property id and license number
- Entity name
- Mailing address
- Contact info
- Total receipts
- Total taxable receipts

System then calculates

- Tax liability based on applicable rate
- Any applicable penalties or discounts based on due data and date of filing
- Total owed

Other

- Disclaimer of property changes (No longer renting, property sold, exempt b/c renting only for more than 30 days, etc.)

Reporting

- Itemized remittance reporting on a per property basis, non-compliant properties, late filers, etc.

Dashboard

The goal for **Talbot County** calls for the following requirement (STR Helper meets or exceeds all requirements described):

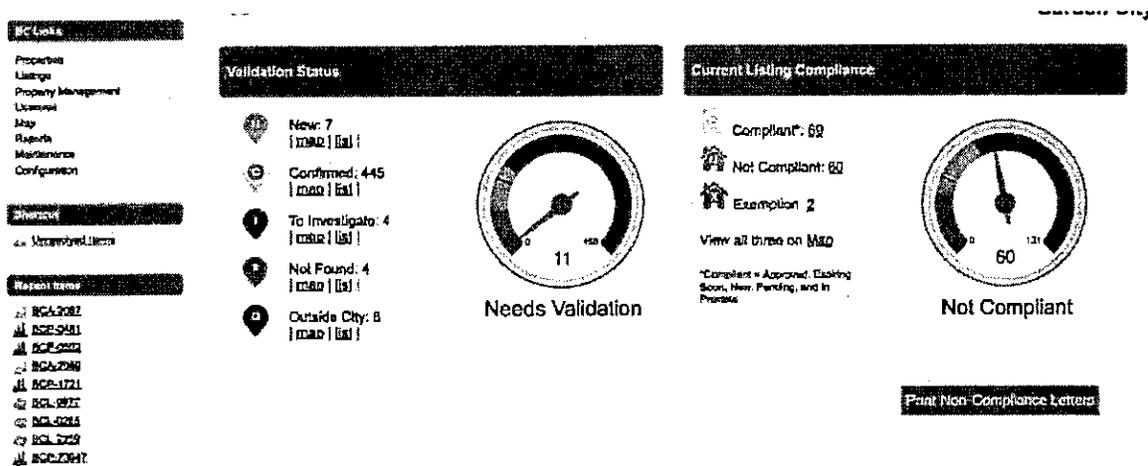
Develop or provide a real-time, online application or web-based dashboard that will give Talbot County the capability for continuous monitoring of all short term rental activity by location, type of dwelling being rented, advertisements, permitted and unpermitted operations and the number and type of issues, problems and violations resolved and unresolved associated with short term rental activity.

STR Helper leverages Salesforce to create the most robust and flexible dashboard and reporting system available. Importantly, the city has full control over all aspects discussed in this document. The system reports in real time to the dashboard, automates reconciliation and can send real time alerts.

Out of the box, the system provides at-a-glance status of number of short term rentals, number of non-compliant rentals, rentals by type, newly discovered properties that must be validated, resolved complains and unresolved complaints. It also allows the city to easily configure a “watch list” of individual properties it wants to monitor at the dashboard level. The dashboard also includes visual maps that show all short term rentals in the jurisdiction.

From the dashboard, the user can drill down into interfaces specific to licensing, reporting or individual property history.

The following are examples of the dials and interfaces that populate the dashboard:



Deployment

STR Helper provides full project management implementation and post-deployment support.

Once a contract is signed, STR Helper assigns a project manager for implementation (see implementation methodology below). This person works with the city on an on-going basis to configure the software, manage all initial validations, configure letters of non-compliance, create any necessary custom reports and coordinate training. Once this is all in place, a support manager takes over. The support manager will work with the city on new reporting requirements, on-going validations as new properties are discovered and any bugs or training requirements. This person will also serve as a bridge between the city and the product development team for feature enhancements.

All product upgrades are covered under the licensing fee.

Implementation Process

Below is an outline for implementation of SRT Helper. In Stage 1, we will define a detailed project timeline. Implementation timeline is affected by a number of details including GIS data availability,

permitting system integration issues, local sites to be supported, etc. All of these issues are identified and in Stage 1 and a timeline is developed. Typically, implementations range from 4-6 weeks. In this case, the initial implementation should be not different, but there will a substantially longer on-going validation process.

Finally, it should be noted that our support for the customer is on-going. This is not a conventional software system where we “turn on” the system and go away. We will continue to be involved supporting you on an ongoing basis. This includes things including identification and validation of newly listed properties (new properties will continue to be discovered long after initial deployment), custom reports that you will want to generate, new compliance letters, GIS refreshes (properties are sold and new owners enter the picture), etc. In this sense, this is far less of a transaction and far more of an on-going relationship.

Stage 1 – Project Kickoff

Municipality Deliverables:

- Discussion about project objectives, quantifiable goals and requirements
- A primary contact person to STR Helper
- Identification of all local short term rental sites (local sites) that need to be included in monitoring
- Details on third party integrations required

STR Helper Deliverables:

- STR Helper will create a project team which will include the following resources: project manager, development resources, testing resources and validator technicians. The project manager is the primary contact person for the municipality.
- Project plan including timelines, implementation priorities, etc.

Stage 2 – Parcel Data Normalization

This is the baseline data that STR Helper will use to identify short-term rentals listings from the national hosting sites like HomeAway and Airbnb as well as the local sites that pertain to just Talbot County. .

Municipality Deliverables:

- Parcel Data File

The following parcel data is usually acquired from the County’s Assessor’s office or from the city’s planning department. In most cases the data is downloaded from the county’s Geographic Information Systems (GIS). The data file needs to be delivered to STR Helper in a format that can be imported into Microsoft Excel.

Required Fields

A - Parcel Number
B - Owner Name 1
C - Owner Name 2
D - Mailing Street Address
E - Mailing City
F - Mailing State
G - Mailing Zip Code
H - Property Street Address
I - Property City
J - Property State
K - Property Zip Code

Optional Fields

L - Number of Bathrooms
M - Number of Bedrooms
N - Number of Garage Stalls
O - Property Latitude
P - Property Longitude
Q - Property Lot Size Sq Ft
R - Property Nickname
S - House Size Sq Ft
T - Year Constructed
U - Zone

STR Helper Deliverables:

- Normalization of the parcel data file, uploaded to the STR Helper database.
- Development and configuration of the nightly batch process. This process identifies internet listings from 20+ national hosting sites.
- Mapping the municipality's boundaries including the latitude and longitude of each property.

Stage 3– Deploy Project to Test

Municipality Deliverables:

- No deliverable to STR Helper unless municipality is going to assist in validation of internet listings. If this is the case then training of municipality resources need to be scheduled.

STR Helper Deliverables:

- Code is deployed from the development environment to the test environment.
- Quality Assurance signoff that the software is ready for production rollout.

Stage 4 – Deploy Project to Production

Municipality Deliverables:

- No deliverable to STR Helper

STR Helper Deliverables:

- STR Helper is rolled to production.
- Logins are created for municipality's users

Stage 5—Listing Validation and Training

Municipality Deliverables:

- No deliverable to STR Helper..

STR Helper Deliverables:

- STR Helper will deploy validator technicians to start the validation process.

Stage 6 – Registrations / Mail Merge / Web Portals / Tax and Custom Reports

Municipality Deliverables: These are optional features within STR Helper. If any of these features are to be deployed, then the following artifacts are required:

STR Registrations (Permits or Licenses)

- Data file containing all STR registrations and property managers. Registration data file must include parcel ID number and address.

Mail Merge

- 6 letters can be uploaded into STR Helper. Microsoft Word file format is preferred.
- Logo files. JPG format is preferred.

Web Portals

- No deliverable to STR Helper unless customization work is needed to the standard web layouts

Tax and Custom Reports

- Data and report requirements are needed for tax and custom reports.

Calendaring and Reviews

- No deliverable to STR Helper.

STR Helper Deliverables:

- For each of the features listed above, STR Helper will assign development, quality assurance, and training resource to deploy the agreed upon features and software customizations.

Stage 7 – Training & Support

Municipality Deliverable:

- List of email addresses for login Ids to STR Helper production environment.

STR Helper Deliverable:

- Webinar trainings for STR Helper features
- Support email address (support@strhelper.com) Best efforts to answer email questions within 12 hours.

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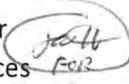


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BILLY BIRCH
DIRECTOR

EMERGENCY SERVICES
Worcester County

GOVERNMENT CENTER
ONE WEST MARKET STREET, ROOM 1002
SNOW HILL, MARYLAND 21863-1193
TEL: 410-632-1311
FAX: 410-632-4686

TO: Harold Higgins, Chief Administrative Officer
FROM: Billy Birch, Director of Emergency Services 
DATE: January 16, 2018
RE: Radio System Update & Acceptance

The Department of Emergency Services continues to work with Harris Corporation and Federal Engineering on completion, acceptance and next steps for the Project 25 radio system. No user reports of system related issues have been received in several months. Additionally, major punch list milestones including replacement of generators and conversion of the VHF fire department paging system are complete or nearing completion.

Staff are currently working to perform another programming touch on all radios in order to load new firmware and facilitate interoperability with the Town of Ocean City and Wicomico County. This programming touch includes adding a "voice annunciation" feature to all Fire Department portable radios. This effort requires considerable staff time and resources as the process takes approximately 45 minutes per radio for those with the voice annunciation feature enabled.

I have received Federal Engineering's report of findings on the system and reviewed it with staff and County Administration. I have attached a copy of this report for presentation to the County Commissioners. We are in agreement with their findings and are working toward implementation of their recommendations.

As we bring the initial deployment phase of the P25 radio system to conclusion, I have attached a proposed amendment to the system purchase agreement. This document memorializes the removal of decommissioning of the EDACS system as well as labor for the installation of software updates to select mobile radios in exchange for a credit in the amount of \$36,000. This credit may be applied to future equipment or services purchases including the implementation of some of the recommendations provided by Federal Engineering. Upon execution of this amendment and completion of punch list items that are memorialized within it, the initial contract will be fulfilled and final payment triggered.

As always, my staff and I are available for any questions that you may have.

JWB/jeh

1a



Worcester County, Maryland Radio Coverage and Interference Assessment

DRAFT

December 28, 2018

Prepared by:



**Federal
Engineering®**

Federal Engineering, Inc.
10600 Arrowhead Dr, Suite 160
Fairfax, VA 22030
703-359-8200



Executive Summary

Worcester County, Maryland (County) retained Federal Engineering, Inc. (*FE*) in August 2018 to provide land mobile radio (LMR) engineering consulting services. The County requested that *FE* investigate radio coverage and interference issues experienced by users on the recently implemented Harris® 800 MHz Project 25 (P25) simulcast system.

The result of *FE*'s radio coverage and interference analysis for the County's radio system shows that the system could be somewhat talk-in limited (mobile or portable radio to tower), meaning that the talk-out direction (tower to mobile or portable radio) may have a larger footprint and better coverage than the talk-in direction. Our interference analysis shows that time-delay interference (TDI) does not appear to be a major problem, although there may be some small areas where TDI is present.

The County and Harris® discussed the possibility of replacing the directional transmit and receive antennas at the Central radio communications site. Based on our assessment, replacing the current Central site's directional antennas with omnidirectional antennas appears to improve the in-building coverage in the identified problem areas (which mostly exist to the northeast of the Central site), and does not appear to present any problems related to simulcast interference.

Many LMR systems experience the phenomenon of tropospheric ducting, which can manifest as interference. Unfortunately, nothing can be done to prevent the atmospheric conditions that cause tropospheric ducting, as it is a weather-based phenomenon. Since late spring/summer of 2018, the Mystic radio communications site has been added to the simulcast system. Coverage testing performed by Harris® suggests the system has stronger coverage in and around the areas where the Mystic site came online. As a result, some of the issues with tropospheric ducting may not present in these areas during 2019, as the signal strength was much weaker at that same time during 2018, and it is possible those weaker-signal areas were more susceptible to interference from ducting. *FE* advises that the County continue to monitor any problems related to performance, specifically with regard to any ducting-related interference, throughout the summer of 2019. Should problems exist to the same extent as 2018, or should they exist beyond what the County considers acceptable, then more substantial mitigation efforts such as implementing the revised frequency plan can be considered.

The County reports that illegal carrier alarms, which occur when an interfering or non-desired signal exceeds a particular signal strength threshold, have presented issues throughout the operation of the 800 MHz P25 simulcast system. As with the tropospheric ducting issue, it may be difficult to completely remove this issue from presenting without a





substantial change to the system, such as a modified frequency plan. Additionally, there is no guarantee that the new frequencies will be completely free of illegal carriers. As a result, it may be more prudent for the County to implement less costly efforts to mitigate this issue to the greatest extent possible. One way this could be done would be to modify the control channel's alarm threshold.

The County identified a possible source of interference originating from a radio owned by Delmarva Power and Light Company. Based on information provided to *FE* by the County, the measured signal from the Company's transmitter appears to be transmitting within its licensed bandwidth. Therefore, it does not appear to be creating harmful out-of-band emissions (OOBE) or violating its Federal Communications Commission (FCC) license.

FE organizes our suggested mitigation plan to address these issue into short, mid, and long-term actions. *FE*'s short-term mitigation plan for the County includes preparing a plan to modify system frequencies, working with Harris® to facilitate the replacement of the directional antenna at the Central site with an omnidirectional antenna, performing additional measurements near the Delmarva Power and Light Company, and continuing to monitor system performance-related issues reported by users. *FE*'s mid-term plan for the County includes modifying the illegal carrier alarm threshold on the control channel in an attempt to prevent further incidents of "rolling." *FE*'s long-term plan includes the County implementing a modified frequency plan for the system should the tropospheric ducting continue to cause substantial disruption to communications.





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1. Introduction

Worcester County, Maryland (County) retained Federal Engineering, Inc. (*FE*) in August 2018 to provide land mobile radio (LMR) engineering consulting services. Of primary concern to the County are the radio coverage and interference issues reported by personnel using the newly-installed Harris® 800 MHz Project 25 (P25) simulcast system.

FE employed a multi-step methodology to investigate these concerns, identify root causes, and provide recommended mitigation measures. This Report presents the preliminary results of the coverage and interference analysis that *FE* performed along with recommended mitigation efforts.

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2. Radio Coverage Analysis

In 2017, Harris® initially activated the 800 MHz P25 simulcast system with only five of six planned sites. Mystic Harbor, the sixth planned site, was not implemented during the same timeframe as the other sites due to microwave equipment and configuration delays. Prior to the activation of the Mystic site, there were many reports of poor radio performance in the Northeastern portion of the County and the coverage testing performed by Harris® in 2017 supported these claims. After the activation of the Mystic site, Harris® performed another round of coverage testing in September 2018. The recent results provided by Harris® show that many of the coverage-related problems in the Northeastern part of the County appear to be resolved. However, radio system users continue to report performance issues within areas located between the Berlin and Central sites. Harris® believes that swapping the directional antenna at the Central site to an omni-directional antenna would improve the coverage problems reported in those areas and provide better user experience.

FE's goals, regarding coverage of the existing system, have been the following:

- **To review the results of the Harris® coverage tests (both 2017 and 2018), determine if the results were valid, and determine if the coverage problems in the northeast were rectified by the addition of the Mystic site**
 - The results of *FE's* analysis of the coverage tests have been presented to the County as a separate stand-alone document
- **To analyze the coverage of the existing 6-site configuration by performing coverage prediction studies using *FE's* proven suite of analysis tools**
 - This document presents the results of that analysis, which includes an evaluation of time-delay interference (TDI) that may be present in the simulcast system
- **To analyze the potential differences in coverage that could be realized by replacing the Central site's current directional antenna(s) with omnidirectional antenna(s)**
 - This document presents the results of that analysis

In addition to the primary goals listed above, the County requested that *FE* perform the following task regarding coverage analysis:





- **Assess the coverage of the existing Ocean City 4-site P25 system, onto which County users occasionally roam**
 - This document presents the results of that analysis, including “best-server” coverage maps, which display the areas where each of the four sites provide the strongest signals

2.1 Analysis of Existing 6-Site System Coverage

2.1.1 Methodology

FE uses industry standards and best practices to predict radio coverage as accurately as possible. This includes using all available system data from “as-designed” and “as-built” documentation, system maintenance information, FCC licenses, and other publicly-accessible sources as input to a sophisticated computer-modeling tool. Throughout this process, *FE* uses methods and parameters consistent with TIA TSB-88¹.

The technology of the radio systems in this analysis is Project 25 (P25) Phase 2 simulcast, operating in the 800 MHz frequency band. *FE* developed a specific set of technical parameters for performing coverage predictions based on information provided by the County, as well as Harris® (the system vendor).

FE engineers use ATDI’s ICS Telecom network planning software to develop radio coverage prediction maps. Extensive use of ICS Telecom throughout the communications industry to model wireless networks, perform interference analyses and frequency planning is backed and verified by the United States Federal Government via field tests. Using the technical information and tools described above, *FE* developed radio coverage predictions using high-resolution elevation and land use/land cover data for the County.

2.1.2 Radio Prediction Coverage Maps

Figures 1 and 2 show the predicted talk-out and talk-in coverage, respectively, for the 6-site 800 MHz P25 simulcast system. There are three coverage layers displayed on the maps:

- **Green:** These areas should have **portable on-street** coverage that meets or exceeds a Delivered Audio Quality (DAQ) level of 3.4, at 95% reliability.

¹ TIA TSB-88 Wireless Communications Systems - Performance in Noise and Interference-Limited Situations





- **Yellow:** These areas should have **portable coverage in 6 dB buildings** that meets or exceeds DAQ 3.4, at 95% reliability.
- **Red:** These areas should have **portable coverage in 14 dB buildings** that meets or exceeds DAQ 3.4, at 95% reliability.

In addition to the levels described above, the talk-out map displays potential TDI as **pink**. In these areas, simulcast interference may be present according to the coverage prediction studies.

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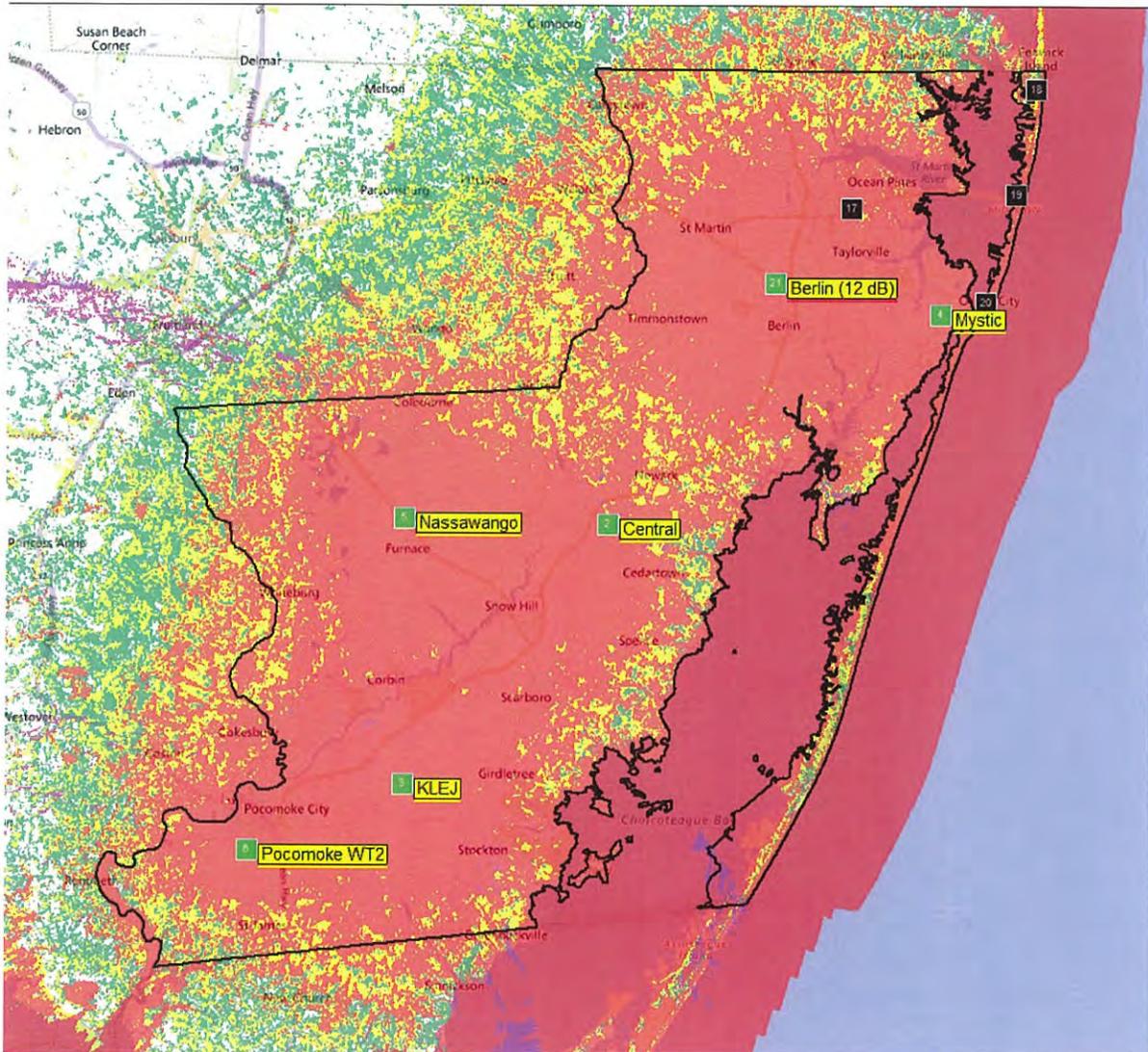


Figure 1 – Existing 800 MHz P25 Phase 2 Coverage \geq DAQ 3.4, Talk-Out (site to radio)



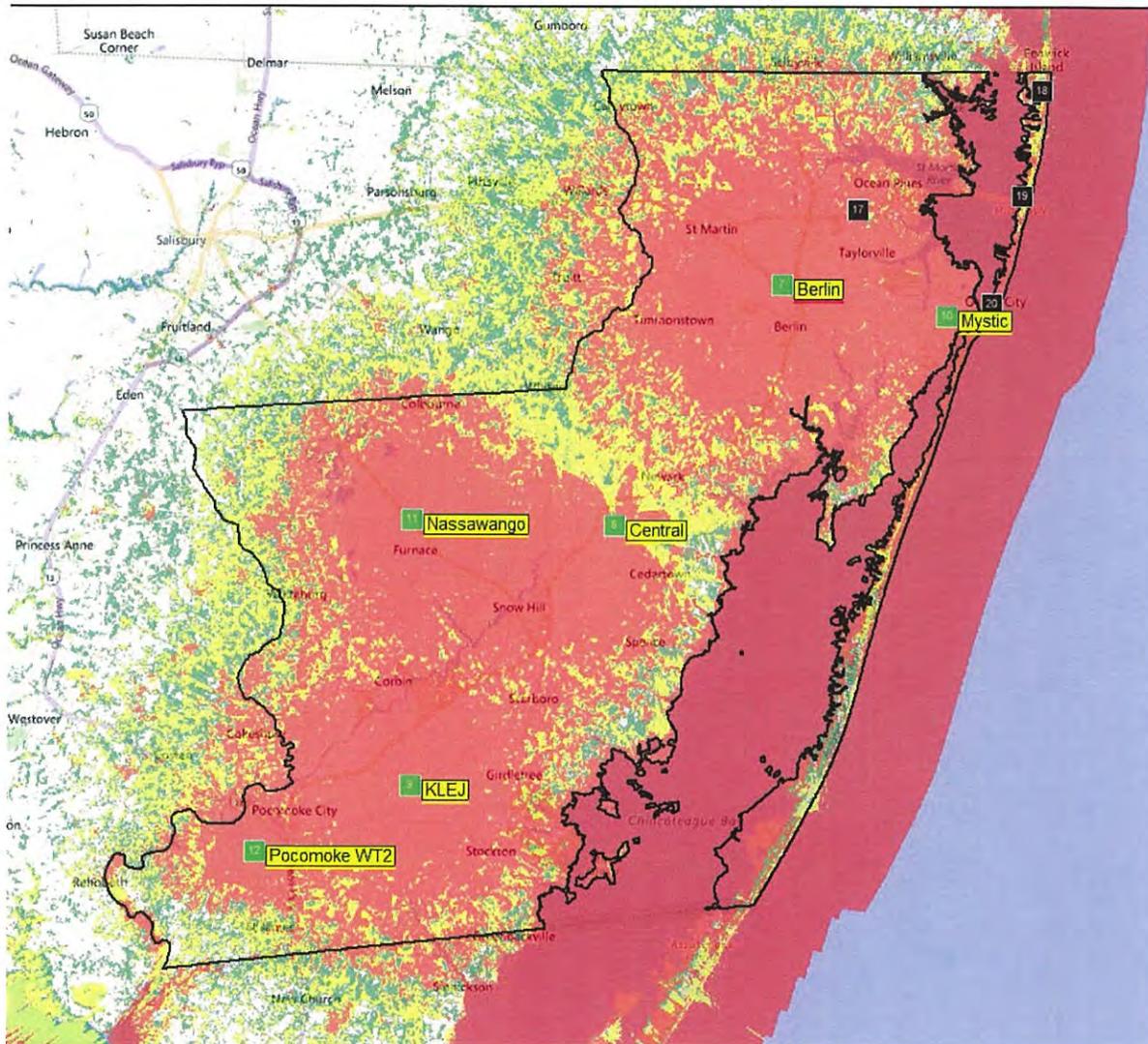


Figure 2 – Existing 800 MHz P25 Phase 2 Coverage \geq DAQ 3.4, Talk-In (radio to site)

2.1.3 Potential Problem Areas

The County supplied the image seen in Figure 3 to *FE*, stating that these areas are where the majority of coverage problems have been limited to since the installation and activation of the Mystic site, which completed the original 6-site simulcast design.



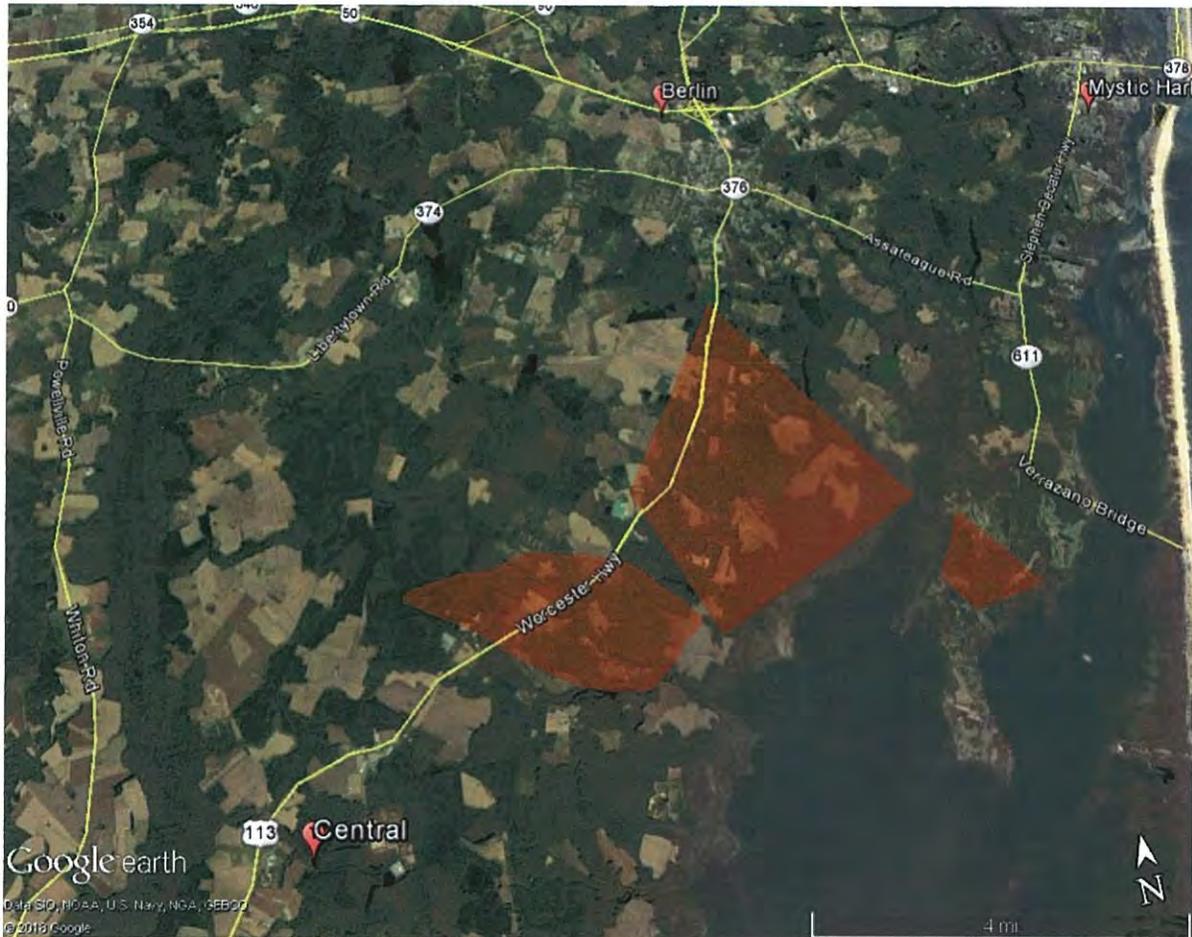


Figure 3 – Coverage problem areas, as identified by Worcester County (image supplied via email on 11/28/18)

2.1.4 Assessment

Based on a visual review of the existing system coverage maps, and comparing those maps to the identified problem areas, **FE** makes the following assessment:

- The system may be somewhat talk-in limited (mobile or portable radio to tower), meaning that the talk-out direction (tower to mobile or portable radio) may have a larger footprint than the talk-in direction. However, the DAQ testing performed during the coverage testing did not reportedly reflect this imbalance. It is possible there were balancing efforts applied (i.e., additional receive amplifier gain) that were not conveyed in the information provided to **FE**. Regardless, the County should be aware of the potential for this issue and should monitor any trouble reports from users relating to talk-out/talk-in imbalance.





- While portable on-street coverage appears solid through much of the identified problem areas, in-building coverage does appear to be spotty or poor in those areas. The coverage in these areas may be improved by changing the antennas at the Central site (see next section for that analysis).
- TDI does not appear to be a major problem, although there may be some small spots where TDI is present shown in pink on the talk-out map).

2.2 Central Antenna Site Replacement

2.2.1 Background

Prior to the development of this document, the County and Harris® discussed the possibility of replacing the directional transmit and receive antennas at the Central site, which are currently 60 degree-beam width Sinclair® SE419-SF3PALDF antennas, with omnidirectional antennas. While this change could improve the coverage in existing problem areas identified by the County (see Figure 3), a change to antenna patterns in simulcast systems requires an analysis of the TDI potential (i.e., simulcast interference).

FE evaluated the potential impact of changing the directional antennas at the Central site to omnidirectional antennas. For the purposes of the coverage predictions, *FE* modeled a 10 dB omnidirectional antenna as the replacement model (similar to the omnidirectional antennas currently used at the Nassawango site). This section presents the findings of the Central site analysis.

2.2.2 Radio Coverage Maps

Figures 4 and 5 show the talk-out and talk-in coverage, respectively, for the 6-site simulcast system with an omnidirectional antenna at Central. For reference, the color scheme is as follows:

- **Green:** These areas should have **portable on-street** coverage that meets or exceeds DAQ 3.4, at 95% reliability.
- **Yellow:** These areas should have **portable coverage in 6 dB buildings** that meets or exceeds DAQ 3.4, at 95% reliability.
- **Red:** These areas should have **portable coverage in 14 dB buildings** that meets or exceeds DAQ 3.4, at 95% reliability.





- **Pink:** Areas of potential TDI

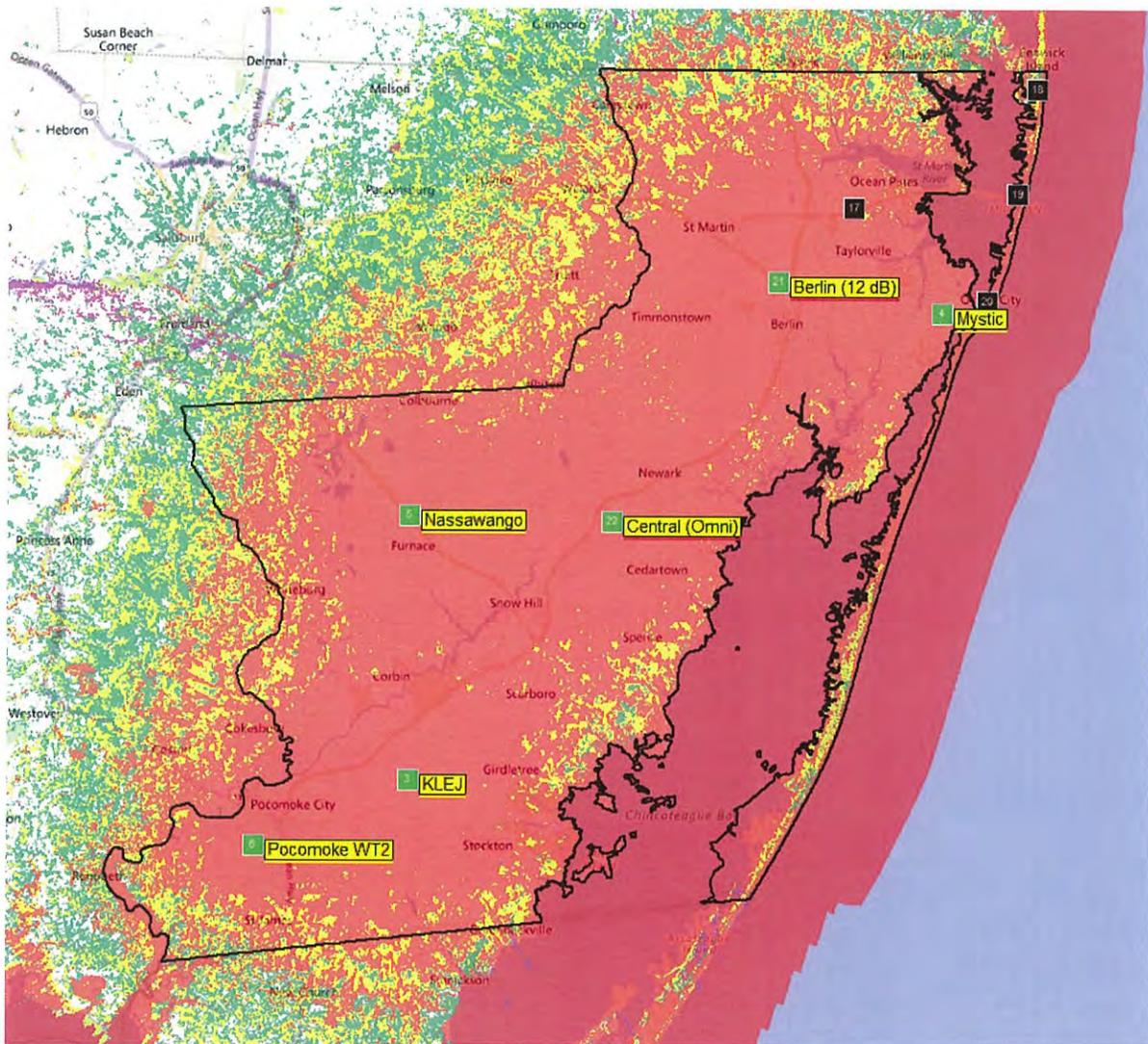


Figure 4 – Potential 800 MHz P25 Phase 2 Coverage \geq DAQ 3.4 with Central site as Omnidirectional, Talk-Out (site to radio)



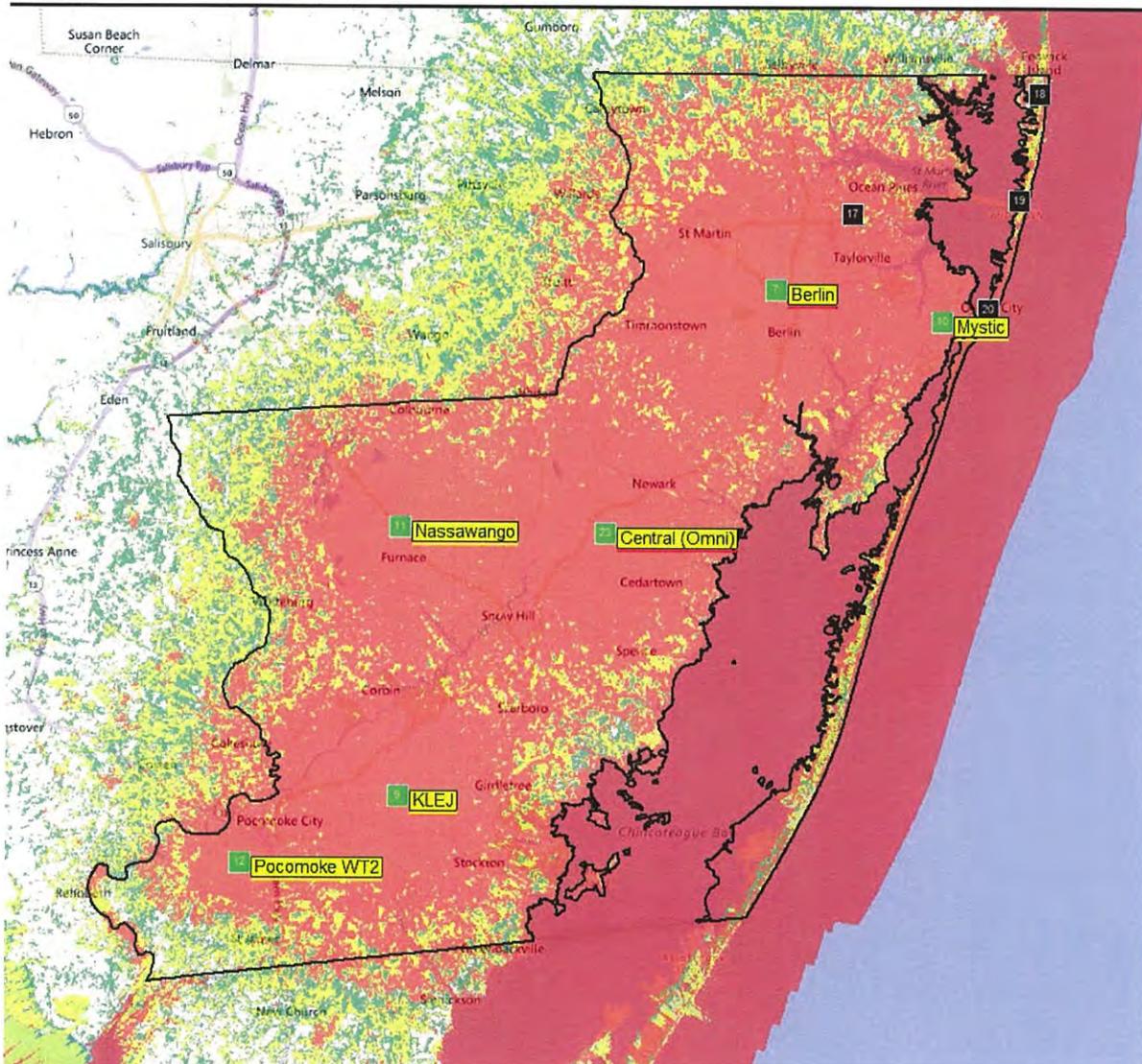


Figure 5 – Potential 800 MHz P25 Phase 2 Coverage \geq DAQ 3.4 with Central site as Omnidirectional, Talk-In (radio to site)

2.2.3 Assessment

As the coverage prediction maps show, replacing the current Central site's directional antennas with omnidirectional antennas appears to improve the in-building coverage in the identified problem areas (which mostly exist to the northeast of the Central site), and also does not appear to present any problems related to simulcast interference.





2.3 Ocean City

2.3.1 Background

The County supplied *FE* with technical parameters of the four radio sites in the existing Ocean City simulcast system. That system, like the County's, is an 800 MHz P25 Phase simulcast system. As requested by the County, *FE* modeled the predicted radio coverage from that system. This section presents the results of that analysis.

2.3.2 Coverage maps

Figures 6 and 7 show the talk-out and talk-in coverage, respectively, for the four-site Ocean City simulcast system. For reference, the color scheme is as follows:

- **Green:** These areas should have **portable on-street** coverage that meets or exceeds DAQ 3.4, at 95% reliability.
- **Yellow:** These areas should have **portable coverage in 6 dB buildings** that meets or exceeds DAQ 3.4, at 95% reliability.
- **Red:** These areas should have **portable coverage in 14 dB buildings** that meets or exceeds DAQ 3.4, at 95% reliability.

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- **Pink:** Areas of potential TDI

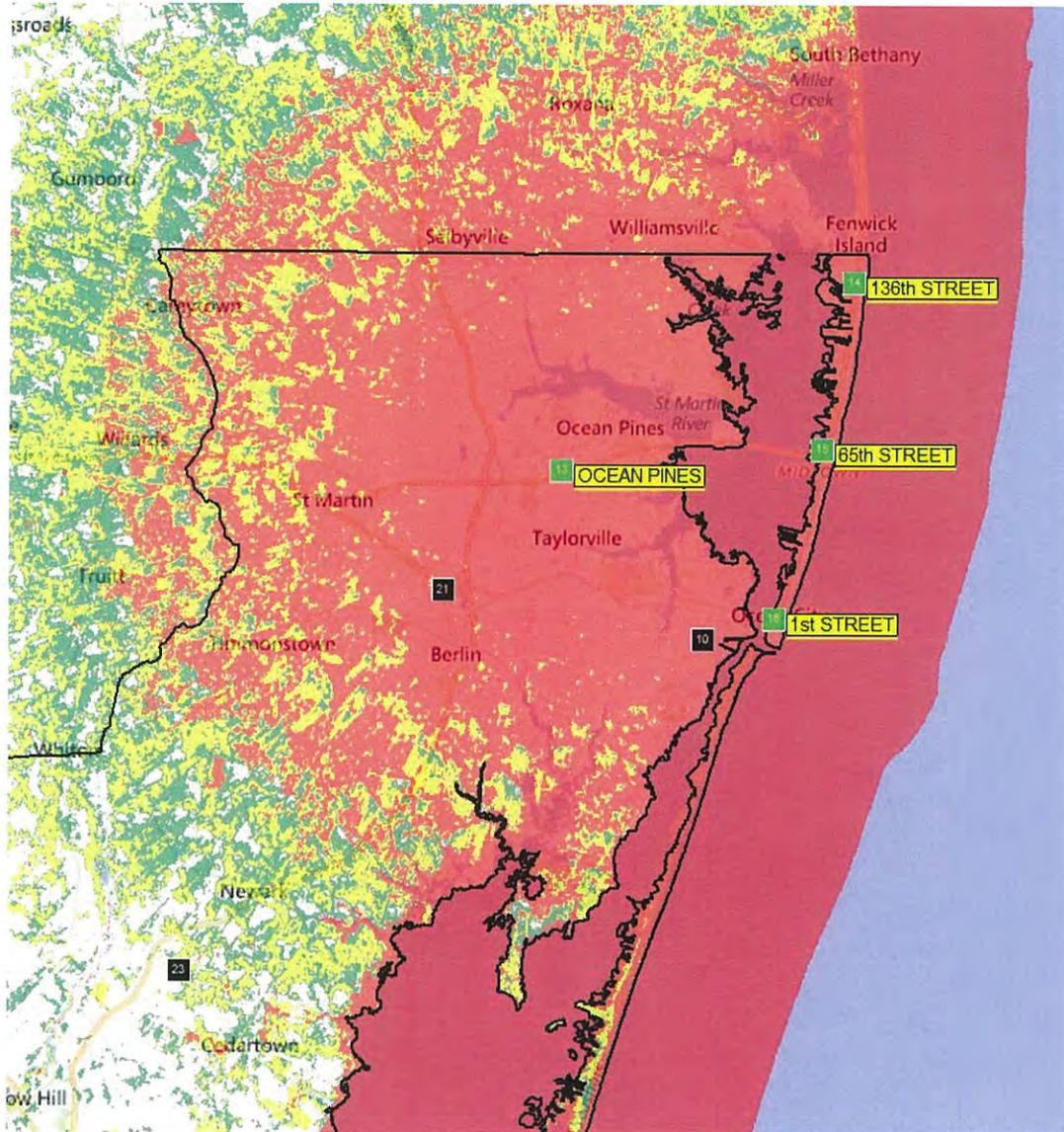


Figure 6 – Existing 800 MHz P25 Phase 2 Coverage \geq DAQ 3.4 of Ocean City system, Talk-Out (site to radio)



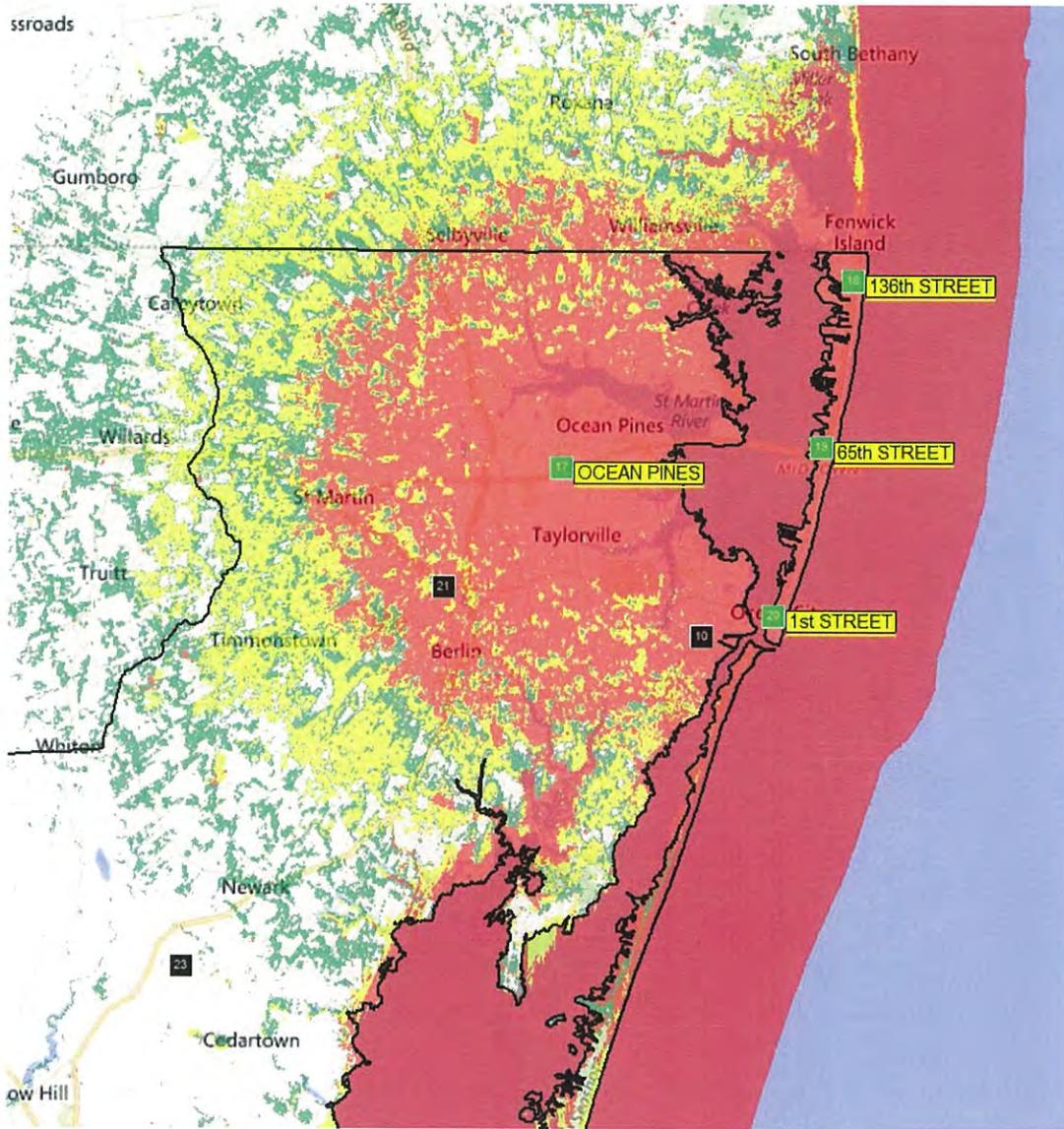


Figure 7 – Existing 800 MHz P25 Phase 2 Coverage \geq DAQ 3.4 of Ocean City system, Talk-In (radio to site)

Figure 8 presents the “best server” talk-out coverage, which shows a different color in the areas where each particular site provides the strongest signals. For this map, the talk-out direction as modeled, and the displayed coverage footprint represents portable on-street coverage that meets or exceeds DAQ 3.4.



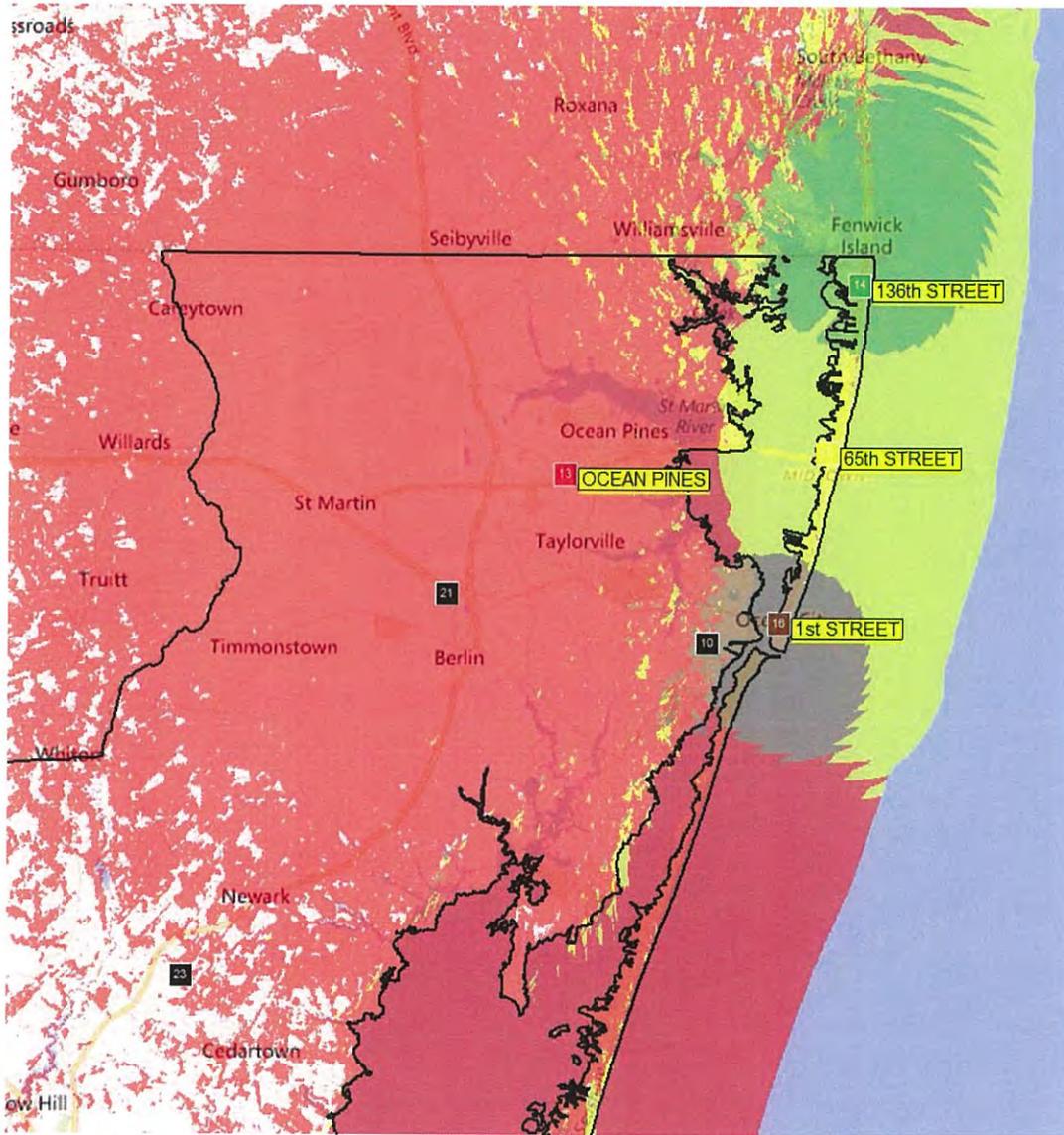


Figure 8 – Existing 800 MHz P25 Phase 2 “Best Server” Coverage of Ocean City system, Portable Talk-Out (site to radio) On-Street





3. Interference Analysis

The County reports the following primary concerns relating to interference on their 800 MHz P25 simulcast public safety radio system:

- General radio performance issues
- Tropospheric ducting presenting interference
- Illegal carrier alarms causing control channel “rolling”
- Delmarva Power site interference

As part of the interference analysis, *FE* set out to accomplish the following:

- Evaluate all reported interference-related situations
- Assess need to perform interference mitigation efforts
- Develop/recommend any specific techniques to mitigate
- Provide the County with a plan for moving forward in the short-term, mid-term, and long-term

FE presents the results of our interference analysis in this section.

3.1 General Radio Performance Issues

3.1.1 Current Status

After the initial activation of the 5-site version of the system, there were many reports of problems reported throughout the County by radio users regarding choppy audio, no audio at all, and perceived interference. Since the activation of the sixth site (Mystic), reported problems have dropped substantially. As the Radio Coverage Analysis section details, the addition of the sixth site may have improved issues with interference from outside of the County, as well as TDI that may have been occurring due to the incomplete simulcast layout (five sites instead of the planned six).

3.1.2 Assessment

It is possible that some of the field reports may be more related to coverage and/or improper system settings than interference. General radio performance issues





experienced by users in the field should continually be monitored by the County to assess the severity of any remaining problems. In addition, if the Central site antenna change (from directional to omni-directional) is implemented, it will be important to verify not just the improved signal strength, but also whether the new antenna has been properly engineered within the six-site simulcast cell. After a substantial change to a simulcast site (such as an antenna pattern change), TDI can present in areas where there were no problems previously.

3.2 Tropospheric Ducting

3.2.1 Current Status

Many LMR systems experience the phenomenon of tropospheric ducting, which can manifest as interference from co-channel or adjacent-channel operators from long distances; much farther than the minimum transmitter separation distances established by the FCC. Along coastal areas, such as the County has, these issues can be more prevalent during spring and summer months, when weather patterns often create "ducts" in the troposphere for radio waves to travel within.

The County reports issues related to tropospheric ducting on the existing radio system, as well as with previous radio systems. In the past, the County attempted to mitigate these efforts by communicating with agencies from whom they've detected interference and requesting that those agencies only use those frequencies when all other channels are taken. Currently, seven of the eight system frequencies are shared with Virginia Beach, Virginia. During tropospheric ducting, seven of the County's frequencies could be affected by the Virginia Beach system.

The County has been working with FCC Regional Planning Committee (RPC) 20 in an attempt to revise the current frequency plan (in use today on the 6-site simulcast system) to a new plan that provides a variety of distances between other co-channel and adjacent-channel licensees. The use of frequencies varying in distances may not fully mitigate ducting issues but, may reduce the number of frequencies effected simultaneously. Changing of frequencies would necessitate, at a minimum, a retuning of existing base stations and possible reprogramming of existing subscriber units. However, if the new frequencies are in the 700 MHz band (as opposed to the current 800 MHz plan), more substantial equipment replacements may be required. Additionally, the frequencies currently identified as possible replacement frequencies are not adequately spaced apart and as such not compatible with the current combiners in use. These combiners would need to be replaced or alternative frequencies, with ample spacing identified.





3.2.2 Assessment

Unfortunately, nothing can be done to prevent the atmospheric conditions that cause tropospheric ducting, as it is a weather-based phenomenon. The County states that the problems associated with tropospheric ducting present most during late spring and summer months. Since late spring/summer of 2018, the Mystic site has been added to the simulcast system, and there may be plans to replace the antenna at the Central site prior to this period in 2019. As coverage testing shows, the system has stronger coverage in and around the areas where the Mystic site came online, and the antenna change at Central could improve the signal strength in the current problem areas as well. As a result, some of the issues with tropospheric ducting may not present in these areas during 2019, as the signal strength was much weaker at that same time during 2018, and it is possible those weaker-signal areas were more susceptible to interference from ducting.

As it is currently impossible to gauge exactly how much impact these changes will have on ducting-related interference issues, *FE* advises that the County continue to monitor any problems related to performance, specifically with regard to any ducting-related interference, throughout the summer of 2019. Should problems exist to the same extent as 2018, or should they exist beyond what the County considers acceptable, then more substantial mitigation efforts such as implementing the revised frequency plan can be considered.

3.3 Illegal Carrier Alarms

3.3.1 Current Status

The County reports that illegal carrier alarms, which occur when an interfering or non-desired signal exceeds a particular signal strength threshold, have presented frequently throughout the operation of the 800 MHz P25 simulcast system. The way the system is currently configured, whenever one of the base stations receive an unwanted signal that exceeds a signal strength of -90 dBm, an alarm is issued by the system and the channel is taken out of service. To date, the channels which have received these signals (and therefore issued alarms) have been set to a lower assignment priority. Illegal carriers can impact the overall Grade of Service (GoS) of the system, as capacity is diminished when channels are impacted.

Another major issue occurs when the control channel is impacted. When an alarm is issued on a control channel, the control channel is supposed to switch to a backup control channel, where hopefully no illegal carriers are present. However, County personnel have reported seeing at least one instance where the alarming control channel did not properly





switch to a backup control channel, and instead began flipping between all available channels, or "rolling." This caused major disruptions for users, as a stable control channel is required for all system-based communications.

3.3.2 Assessment

As with the tropospheric ducting issue, it may be difficult to completely remove this issue from presenting without a substantial change to the system, such as a modified frequency plan. Additionally, there is no guarantee that the new frequencies will be completely free of illegal carriers. As a result, it may be more prudent for the County to implement less costly efforts to mitigate this issue to the greatest extent possible. One way this could be done would be to modify the control channel's alarm threshold. Raising the alarm threshold by 5 or 10 dB may decrease the incidents where "rolling" occurs, as the system may not initiate the control channel switch process as frequently. Of course, a potential downside to this course of action is that the control channel may be more susceptible to interference. Should the County pursue this course of action, the system will need to be carefully monitored to assess whether any negative impacts have been increased or decreased. Radio users should be encouraged to report the time, location, and nature of any and all performance issues.

3.4 Delmarva Power Site Interference

3.4.1 Current Status

The County identified a possible source of interference originating from a radio owned by Delmarva Power and Light Company (Company). A location on the Company's FCC callsign of WPF599 shows a licensed transmitter approximately 1.1 miles from the Intersection of Highways 50 and 610. The licensed frequency on that callsign is 50 kHz away from the County's closest channel (859.4625 MHz). Being 50 kHz away, it is not considered an "adjacent" channel when pursuing licensing with the FCC, which considers adjacent channels to be 25 kHz or less away from a particular frequency.

3.4.2 Assessment

The Company's license on the tower is the only licensed 800 MHz transmitter within 2.5 miles of the tower, per the FCC's online database. There are some UHF transmitters nearby (probably on that tower), and also a 900 MHz license. Based on information provided to *FE* by the County, the measured signal from the Company's transmitter appears to be transmitting within its licensed bandwidth; therefore, it does not appear to be creating out-of-band emissions (OOBE) or violating its FCC license.





As of the writing of this report, **FE** is unaware of any additional testing that has been performed regarding the potential interference from the Company's transmitter. **FE** and the County have discussed that additional measurements, such as establishing a baseline noise level near the site, and away from the site, could help gauge the extent of the interference problem at this location.

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4. Mitigation Plan

FE recommends the following course of action for the County in the short-term, mid-term, and long-term, to mitigate coverage and interference issues that the County is currently experiencing.

- Short-term
 - Prepare a plan to implement substantial interference mitigation techniques (i.e., changing actual frequencies) in the event that tropospheric ducting continues to present as a large problem during the spring/summer months of 2019.
 - Do not implement any of the substantial interference mitigation techniques outlined in the plan until reviewing the extent of the issues caused by tropospheric ducting during spring/summer 2019 and determining if tropospheric ducting is still a problem.
 - Work with Harris® to facilitate the effort to replace the directional antenna at the Central site with an omnidirectional antenna.
 - Perform additional measurements near the Delmarva Power and Light Company's transmitter, and establish a noise floor near the site and away from the site.
 - Continue to monitor any performance-related issues that are reported either by users or the system.
- Mid-term
 - Modify the illegal carrier alarm threshold on the control channel in an attempt to prevent further incidents of "rolling."
 - Continue to monitor any performance-related issues that are reported either by users or the system.
- Long-term
 - Should tropospheric ducting cause substantial disruption during late spring/summer of 2019 (as it has in previous years), then it would demonstrate how the addition of the sixth site (Mystic) and/or the modification of the antenna at the Central site did not alleviate the interference issues by increasing the overall signal strength of the

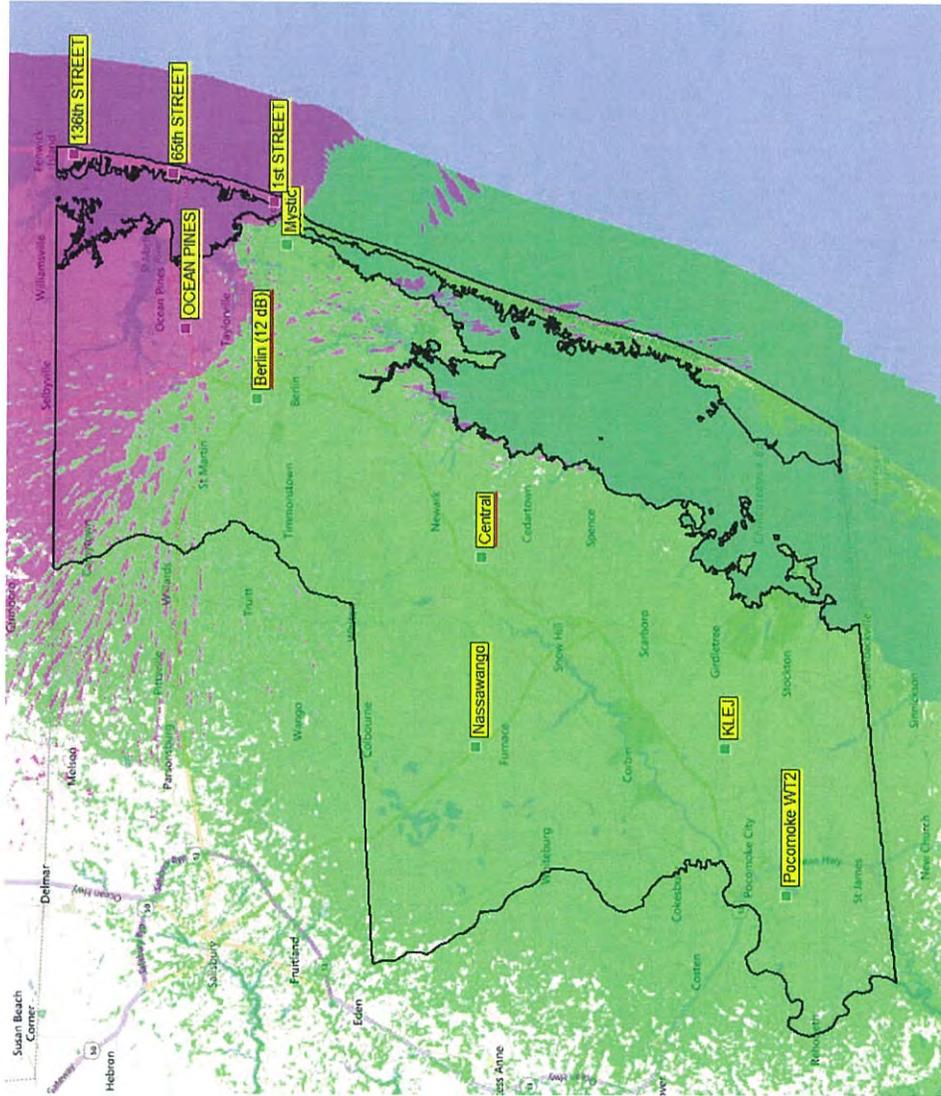




simulcast cell in the County. If this occurs, the implementation of a modified frequency plan may be advisable, especially if the tropospheric ducting and/or illegal carrier alarm issues continue to present beyond acceptable levels.



Worcester and Ocean City
 Composite Best Server
 Portable On-Street Talk-Out



SIXTH AMENDMENT TO SYSTEM PURCHASE AGREEMENT

THIS AMENDMENT (hereinafter "Amendment") is made and entered into this ___ day of _____ 2019 ("Effective Date"), by and between County Commissioners of Worcester County, Maryland (hereinafter referred to as "Buyer") and Harris Corporation, a Delaware corporation, acting through its RF Communications Division (hereinafter referred to as "Seller") together the ("Parties").

RECITALS

WHEREAS the Parties entered into a System Purchase Agreement on September 18, 2015 for Seller to provide an 800 MHz P25 Radio System Migration ("Agreement");

WHEREAS the Parties i) entered into the First Amendment to System Purchase Agreement ("First Amendment") on December 05, 2016, ii) entered into the Second Amendment ("Second Amendment") on March 28, 2017, iii) entered into the Third Amendment ("Third Amendment") on September 19, 2017, iv) entered into the Fourth Amendment ("Fourth Amendment") on February 06, 2018, and v) entered into the Fifth Amendment ("Fifth Amendment"); on July 3, 2018;

WHEREAS, the Agreement, First Amendment, Second Amendment, Third Amendment, Fourth Amendment, and Fifth Amendment are collectively referred to as the "Agreement";

WHEREAS, the Parties agreed in the Fourth Amendment that the sixth (6th) site, Mystic Harbour Water Department ("Mystic Site"), was to be constructed, and Seller would perform coverage testing in accordance with the updated Coverage Acceptance Test Procedures, Revision 2, which were incorporated into the Fourth Amendment;

WHEREAS, Seller constructed the Mystic Site and successfully completed coverage testing;

NOW, THEREFORE, for and in consideration of the mutual promises of the Parties to this Amendment and other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree to amend the Agreement as follows:

1. **Coverage Acceptance for Mystic Site.** Buyer agrees the Seller successfully completed coverage testing, as memorialized in the Buyer-executed Coverage Acceptance Test Procedures, Revision 2, which are attached hereto and incorporated herein as Attachment A.
2. **Warranty Start for Mystic Site.** Buyer agrees the warranty period for the Mystic Site began on November 01, 2018 as memorialized in the Mystic Site Warranty Start letter attached hereto and incorporated herein as Attachment B.
3. **Installation of Mobile Radios Update.** The Seller acknowledges the obligation to install a software update on the Buyer's mobile radios ("Mobile Radios Update"). In lieu of the Seller performing the Mobile Radios Update, the Seller shall extend a credit to the Buyer, and the Buyer shall self-perform the Mobile Radios Update.

4. **Decommissioning of Legacy EDACS System.** The Parties agree that the Seller shall not decommission the legacy EDACS system (“Decommissioning”) and all references to the Decommissioning work shall be stricken from Exhibit A – Statement of Work of the Agreement. In lieu of the Seller performing Decommissioning work, the Seller shall extend a credit to the Buyer. The sections to be stricken include, but are not limited to, the following:

a. Section titled “Equipment Removal”, Section 3 – Implementation Plan

Equipment Removal

Harris technicians shall work to decommission and remove the older EDACS switching and RF site equipment after Worcester County users are cut over to the new P25 system.

We propose to remove any non-upgradeable terminal equipment as new radios are deployed to users, earlier in the implementation.

If the County desires Harris to remove larger items from a site, such as a shelter or generator, Harris will provide a quote to the County after establishing a statement of work for the desired work activities. Harris will obtain quotes from local construction firms to schedule trucks/trailers and cranes to move the items.

b. Bullet six (6), Section titled “Cutover”, Section 3 – Implementation Plan

- *Decommission and remove EDACS System*

c. Item 1, Figure 9. Final Acceptance Responsibility Matrix, Section 3 – Implementation Plan

Removal of decommissioned legacy network, console, or site infrastructure equipment

d. Rows 176 – 180, Section 4 – Project Schedule, Third Amendment

<i>Row 176</i>	<i>Decommission EDACS Equipment</i>
<i>Row 177</i>	<i>Harris Decommission Central Site</i>
<i>Row 178</i>	<i>Harris Decommission Berlin Site</i>
<i>Row 179</i>	<i>Harris Decommission Klej Grange Site</i>
<i>Row 180</i>	<i>Harris Decommission IMC at Snow Hill</i>

5. **Mobile Radios Update and Decommissioning Credit.** In consideration of the Buyer self-performing the Mobile Radios Update and for removal of the Decommissioning work, the Seller agrees to extend a credit to the Buyer equal to \$36,000 (“Amendment Credit”).

6. **Punch List Items.** Buyer agrees only the items listed on the Punch List remain open on the program. The Punch List items are included in **Attachment C**, which is attached hereto and incorporated herein.
7. **Final System Acceptance.** After completion of the Punch List items listed in Attachment C, the Parties agree the Seller has achieved Final System Acceptance, and the Seller shall issue to Buyer the Notice of Final System Acceptance and the final invoice.
8. **Amendment Price -** The total price for this Amendment is (\$36,000.00) (“Total Amendment Price”).

Amendment Credit	Price
Mobile Radios Update and Decommissioning Credit	(\$36,000.00)
Total Amendment Price	(\$36,000.00)

9. **Final Payment.** Buyer shall pay to Seller the amount included final invoice for the remaining, unpaid balance of the Total Agreement Price, which is equal to \$96,108.69 and is detailed below. Payments shall be made in accordance with the Agreement.

Section	Remaining Value
9.A.1.6: 10% of the Total Agreement Price for substantial completion of the Hardware installation	\$47,292.79
9.A.1.7: 5% of the Total Agreement Price for final Acceptance of the System	\$84,815.90
Less Total Amendment Price	(\$36,000.00)
Final Payment	\$96,108.69

10. **Total Agreement Price –** Exhibit A, Section 1 – Price Schedule of the Agreement is updated as follows:

Exhibit A, Section 1- Total Agreement Price	Date	Value
Total Agreement Price	09/18/15	\$5,075,000.00
Amendment 1 Price	12/05/16	\$0.00
Amendment 2 Price	03/28/17	\$0.00
Amendment 3 Price	09/19/17	\$265,175.16
Amendment 4 Price	02/06/18	\$0.00
Amendment 5 Price	07/03/18	\$0.00
Amendment 6 Price		(\$36,000.00)
Updated Total Agreement Price		5,304,175.16

11. **Full Force and Effect –** Except as provided herein, the Agreement remains unchanged and in full force and effect.

[Signature Page Follows]



IN WITNESS WHEREOF, Buyer and Seller have executed this This Amendment to System Purchase Agreement.

BUYER
COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND

WITNESS:

Name:

By: _____
Diana Purnell
President

Harold L. Higgins

SELLER
HARRIS CORPORATION, RF COMMUNICATIONS DIVISION

WITNESS:

Name:

By: _____
Christopher W. Chaffee
Director, Contracts

Andrew Wilson
Senior Specialist, Contracts



TECHNOLOGY TO CONNECT,
INFORM AND PROTECT™

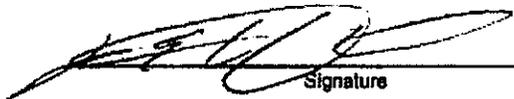
**SIXTH AMENDMENT - ATTACHMENT A
BUYER-EXECUTED THE COVERAGE ACCEPTANCE TEST PROCEDURES,
REVISION 2**

TEST ACCEPTANCE

The Coverage Acceptance Test Procedure has been successfully completed.

Customer Representative

Harris Representative


Signature

Oyetunde Daniel Jolaoye
Signature

JAMES E HAMILTON, JR
ASSISTANT DIRECTOR
BY AUTHORITY COUNTY COMMISSIONERS
Printed name and title

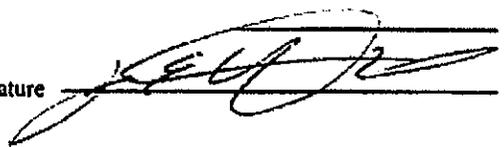
Oyetunde Daniel Jolaoye, System Engineer
Printed name and title

NOV 28 2018
Date

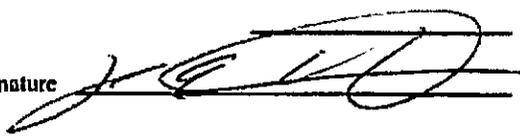
11/26/2018
Date

APPENDIX B. SIGN OFF SHEET

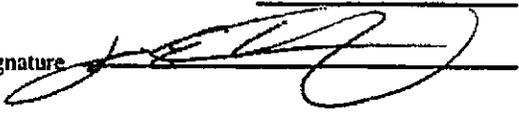
BER sign off sheet

Results	(Pass/Fail)	Tester: O.D.J
<u>PASS</u>	Date: 11/26/2018	Comments: _____
	Customer signature 	

In-building test sign off sheet

Results	(Pass/Fail)	Tester: O.D.J
<u>PASS</u>	Date: 11/26/2018	Comments: _____
	Customer signature 	

DAQ sign off sheet

Results	(Pass/Fail)	Tester: O.D.J
<u>PASS</u>	Date: 11/26/2018	Comments: _____
	Customer signature 	



**SIXTH AMENDMENT – ATTACHMENT B
MYSTIC SITE WARRANTY START LETTER**



HARRIS CORPORATION

RF Communications Division
221 Jefferson Ridge Parkway
Lynchburg, VA 24501

www.harris.com

Date: November 7, 2018

To: James E Hamilton, JR
Assistant Director
Department of Emergency Services
Worcester County, MD

Re: Mystic Site Warranty Start

James,

As discussed previously, Harris has placed the Mystic Site into warranty as of November 1, 2018 for a 1-year period per section 16 of the agreement. The remainder of the system entered the 1-year warranty period in February 2018 per Amendment 4 of the Agreement.

The Mystic site was constructed in March 2018 and placed into service in August 2018,

Sincerely,

Brian Blacketer
Program Manager

Acknowledgement:


James E. Hamilton, JR
Assistant Director
Department of Emergency Services



**SIXTH AMENDMENT – ATTACHMENT C
PUNCH LIST**

Harris/Worcester County shall complete the following punch list items by dates listed

1. Harris will work with County to transition legacy paging system from EDACS network to P25 Network
 - 1.1. The County shall complete the necessary MPLS router configurations by 12/7/18.
 - 1.2. Harris to configure and install Intraplex Multiplexer equipment at Central, Berlin and Klej in support of IP based paging backhaul system.
 - 1.3. The County and Harris to complete connectivity from EDACS T1 based backhaul to P25 IP based backhaul system (MPLS) by 1/15/19
2. Harris has scheduled, and the County will complete the following training classes per the dates identified
 - 2.1. Virtual Training
 - 2.1.1. P25 System Overview – January 28 – February 1, 2019
 - 2.1.2. Unified Administration System – February 4-6, 2019
 - 2.1.3. Regional Network Manager – February 7-8, 2019
 - 2.2. Online Training
 - 2.2.1. Active Directory – County to complete by February 15, 2019
 - 2.2.2. Over The Air Rekeying – County to complete by February 15, 2019
3. Grounding
 - 3.1. Grounding assessments were performed, and work completed by the County at the Berlin, Central, Klej and Nassawango sites.
 - 3.2. Harris to provide ground resistivity test results to County on Pocomoke and Mystic sites.

**Worcester County
Public Safety Radio**



Board Presentation
Assessment of Radio System
Performance Issues
January 22, 2019

Federal Engineering, Inc.
"Unleashing the Power of Technology"



1

Topics



- Radio System Coverage Issues
- Radio System Interference Issues
- Radio System Site Infrastructure Issues
- Radio System Subscriber Equipment Issues

Open Discussion
Contact Information

2

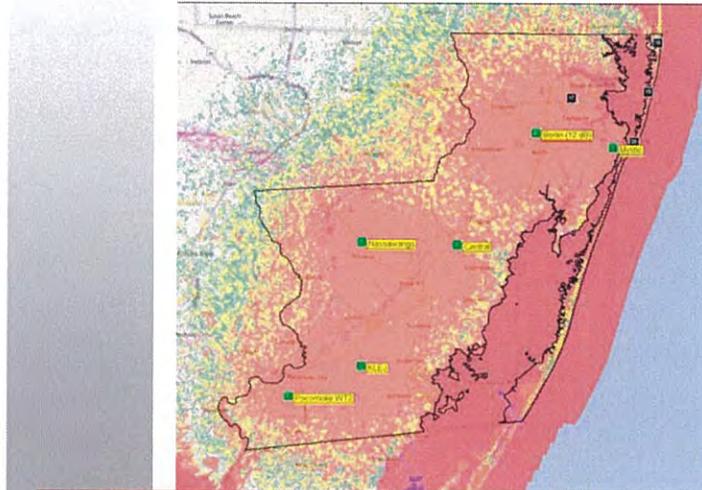


2

800 MHz P25 System Coverage



Talk-Out Coverage DAQ 3.4

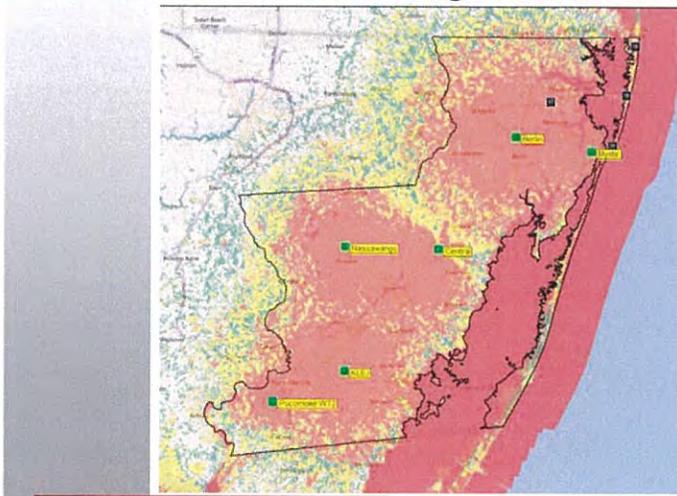


3

800 MHz P25 System Coverage



Talk-In Coverage DAQ 3.4



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Radio System Coverage Issues



- **FE Completed the Following Tasks:**
 - Reviewed previous CATP
 - Helped facilitate a revised and expedient CATP post-Mystic site activation
 - Presented the County with CATP Assessment report
 - Performed coverage studies for completed six-site system, including Central Site modifications
 - Performed coverage studies of the existing Ocean City system
 - Presented the County with Assessment of Coverage and Interference Report

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Radio System Coverage Issues



- **Coverage Issue: Poor coverage in the Northeast**
 - Appears to have been resolved with the activation of the Mystic Site
 - Reported coverage-related problems from users have dropped in these areas

6



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Radio System Coverage Issues



- **Coverage Issue: Poor coverage Northeast of the Central site**

- Was not impacted by the activation of Mystic
- Users have continued to report problems
- *FE's* coverage modeling indicates replacing the current directional antenna with an omni may fix these issues



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Radio System Coverage Issues



- **Coverage Issue: Poor coverage Northeast of the Central site, continued**

- County will likely need to pursue additional work order to complete replacement of antennas (one transmit and one receive) at Central Site
- Work order may be combination of system engineering tasks performed by Harris®, and labor / installation / license modification tasks by third party

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Radio System Coverage Issues



- **Coverage Issue: Poor coverage Northeast of the Central site, continued**

- Post-replacement of the antennas, field testing in the problem areas, as well as in-building testing in Snow Hill should be performed (in-building coverage in Snow Hill was the original reason for the directional antenna)
- To compensate for diminished antenna gain toward Snow Hill (i.e., when converting from directional to omni, the gain in that direction is decreased), the transmitter output power may be increased at the Central site (it is not currently at maximum)

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Radio System Coverage Issues



- **Next steps**

- Establish a comprehensive problem-reporting system amongst radio users
 - Ensure all issues with poor performance are reported, and the nature of the issue explained
 - Ensure all reports are accompanied by location, radio type (i.e., mobile/portable), and whether user was in a building
- Pursue antenna replacement at Central Site

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Radio System Interference Issues



- **FE Completed Tasks:**
 - Reviewed field tests performed by County personnel
 - Evaluated simulcast interference potential of the completed six-site system
 - Assessed interference issues relating tropospheric ducting, specific site interference (Delmarva Power), and illegal carrier alarms
 - Presented the County with Assessment of Coverage and Interference Report

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Radio System Interference Issues



- **Interference Issue: Interference issues after original 5-site system was activated**
 - Appears to have been resolved with the activation of the Mystic Site
 - Simulcast interference (i.e., Time-Delay Interference) may have been more prevalent in northeast prior to Mystic's activation
 - Reported interference-related problems from users have dropped in these areas

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Radio System Interference Issues



• Interference Issue: Illegal carrier alarms

- Alarms are triggered when the system detects strong co-channel signals that do not originate from within the system (i.e., not authorized users).
- When these occur on voice channels, the channels are taken out of service until the signal goes away (other voice channels can pick up the slack)
- When these occur on control channels, the system tries to switch to a backup control channel. This has shown to cause problems (control channel “rolling”), during which comms are down

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Radio System Interference Issues



• Interference Issue: Illegal carrier alarms

- Harris® has not identified a solution for this other than modifying the signal strength threshold for when the alarms are triggered
- Reports of illegal carrier alarms have decreased since the Mystic activation, but they still occur (approximately once a week)
- Possible solution: reduce the alarm threshold by 5 dB, and monitor whether the “rolling” issue continues to occur and cause performance issues

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Radio System Interference Issues



- **Interference Issue: Tropospheric ducting**

- Problems present when co-channel licensees from far distances transmit, and the radio waves carry farther than expected during particular weather patterns
- ⇒ Issues present most frequently during late spring and summer in Worcester area (per anecdotal reports)

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Radio System Interference Issues



- **Interference Issue: Tropospheric ducting, continued**

- The County has done substantial work, in conjunction with RPC 20, to evaluate new frequencies that would provide more separation between County frequencies and co-channel incumbents
- ⇒ A full “rebanding” would be a substantial effort: final design work, RPC applications, FCC licensing, replacement of stations at sites
- ⇒ Even more effort if shifting from 800 MHz band to 700 MHz band

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Radio System Interference Issues



- **Interference Issue: Tropospheric ducting, continued**

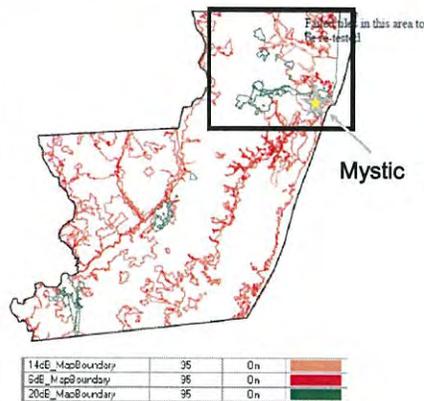
- Substantial technical changes that have occurred (Mystic activation) and may occur soon (Central antenna change, illegal alarm threshold change) may optimize the system's performance to such an extent that is not as susceptible to interference as it was prior to these changes

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Radio System Interference Issues



Service Area	% of Passing Measurements (2017)	% of Passing Measurements (2018)
14 dB	81.5%	95.0%
20 dB	92.2%	97.8%

Image and Statistics Source: Harris CATP Results Document

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Radio System Interference Issues



• Interference Issue: Delmarva Power site interference

- County identified potential interference to County's system from Delmarva Power and Light site in Southwestern part of County
- Delmarva's 800 MHz license for that site is the only 800 MHz license within 2.5 miles of location
- Measurements taken by the County do not seem to indicate Delmarva is violating their FCC license
- Additional measurements are warranted to determine cause/solution

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Radio System Interference Issues



• Next steps

- Establish a comprehensive problem-reporting system amongst radio users (as indicated in the coverage section)
 - This will go a long way to determine if ducting continues to persist an unacceptable problem during Spring/Summer 2019
- Have Harris® modify the illegal carrier alarm threshold on control channels by 5 dB (as a starting point), and then evaluate impact of "rolling" issue

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Radio System Interference Issues



● Next steps, continued

- Continue to take measurements and/or acquire new equipment for the purpose of analyzing specific interference issues (e.g., Delmarva, ducting should it continue this year)
- Prepare for possibility of a “rebanding” requirement after evaluating interference-related issues throughout 2019; should issues persist at an unacceptable level, plan may need to be implemented

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Radio System Site Infrastructure Issues



● Task 3.3 - Assist County with resolving UPS and Generator performance issues

- Harris® replaced 25 kW generators with 45 kW generators

FE observed installation issues at Mystic Site

- Ice bridge and cable support incorrect
- Harris® remediated issues

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Radio System Subscriber Equipment Issues



- **Task 3.4 – Assist the County with resolving subscriber programming issues**

- Subscribers had firmware code issues, Harris® has since released new code
- County to receive credit for “self-deploying” updated code

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Open Discussion



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Contact Information



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Travis LePage

Director

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585-507-9731

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