

AGENDA

WORCESTER COUNTY COMMISSIONERS

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

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

February 1st, 2022

- | | Item # |
|--|-------------|
| 9:00 AM - Vote to Meet In Closed Session in Commissioners' Meeting Room – Room 1101
Government Center, One West Market Street, Snow Hill, Maryland | |
| 9:01 - Closed Session: Discussion regarding a matter directly related to a negotiating strategy or the contents of a bid or proposal; discussing a performance improvement plan with Human Resources and certain personnel matters; to consider the acquisition of real property for a public purpose and matters directly related to the acquisition; receiving legal advice from Counsel; and performing administrative functions | |
| 10:00 - Call to Order, Prayer (Father John Solomon of Holy Savior Roman Catholic Church of Ocean City), Pledge of Allegiance | |
| 10:01 - Report on Closed Session; Review and Approval of Minutes of the January 18, 2022 Meeting | |
| 10:02 - Proclamation for February 2022 as Black History Month; Proclamation for February 2022 as Canned Food Month; Proclamation for February 2022 as Children's Dental Health Month; Proclamation for January 2022 as Human Trafficking Prevention Month | 1 |
| 10:05 - Consent Agenda
(Housing Rehab Bids for Snow Hill, MD 911 Board #22-195, Request for Proposals for Snow Hill Communications Shelter) | 2-4 |
| 10:10 - Chief Administrative Officer: Administrative Matters
(State's Attorney discussion on body cameras/workspace/manning, MD911 Board battery units and maintenance contract, Local Parks and Playground Infrastructure Long Fence bid request, Public Works Consolidated Transportation Plan and Grant Applications, Public Works Groundwater Monitoring Proposal, Public Works Tier 2 Landfill Gas Analysis, Rural Legacy FY22 Grant Agreements, Rural Legacy FY23 Grant Applications, Request for reclassification of Ayres Creek Family Farm LLC, Proposed County sponsored Employee Activities 2022, Upcoming Board Appointments) | 5-16 |
| 11:00 - Questions from the Press; County Commissioner's Remarks | |
| 11:30 - Chief Administrative Officer: Administrative Matters (if necessary) | |
| Lunch | |
| 1:00 PM - Chief Administrative Officer: Administrative Matters (if necessary) | |

AGENDAS ARE SUBJECT TO CHANGE UNTIL THE TIME OF CONVENING

Hearing Assistance Units Available – see Joseph Parker, DCAO

Please be thoughtful and considerate of others. *Turn OFF all cell phones and notification during the meeting!*

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Minutes of the County Commissioners of Worcester County, Maryland

January 18, 2022

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

Following a motion by Commissioner Nordstrom, seconded by Commissioner Bertino, the commissioners unanimously voted to meet in closed session at 9:00 a.m. in the Commissioners' Conference Room to discuss legal and personnel matters permitted under the provisions of Section 3-305(b)(1) and (7) of the General Provisions (GP) Article of the Annotated Code of Maryland and to perform administrative functions permitted under the provisions of Section GP 3-104. Also present at the closed session were Chief Administrative Officer Weston Young, Deputy Chief Administrative Officer Joe Parker, County Attorney Roscoe Leslie, Public Information Officer Kim Moses, and Human Resources Director Stacey Norton. Topics discussed and actions taken included the following: hiring Sara Bradley-Parker as an emergency communications specialist trainee and Lindsay Edwards as an emergency communications specialist I within Emergency Services, and Dylan Deshong as a plant operator trainee within the Water and Wastewater Division of Public Works; promoting Deputy Fire Marshal Investigator I Richard "Hunter" Mauk to deputy fire marshal investigator II; transferring Grounds Worker II John Northeimer to parks worker III within Recreation and Parks, and certain personnel matters; receiving legal advice from counsel; and performing administrative functions, including receiving FY22 monthly financial update, and discussing potential board appointments.

Following a motion by Commissioner Nordstrom, seconded by Commissioner Bertino, the commissioners unanimously voted to adjourn their closed session at 9:41 a.m.

After the closed session, the commissioners reconvened in open session. Commissioner Mitrecic called the meeting to order, and following a morning prayer by Pastor George Patterson of Ocean City and pledge of allegiance, announced the topics discussed during the morning closed session.

The commissioners reviewed and approved the open and closed session minutes of their January 11, 2022 meeting as presented.

The commissioners presented a commendation to Stephen Decatur High School senior Noah Fisher for winning the Maryland 2A State Tennis Championship title in June 2021.

The commissioners presented a retirement commendation to Doctors Mary and Paul Fleury for providing outstanding healthcare to residents and visitors of Pocomoke City for the

past 41 years.

Upon a motion by Commissioner Bertino, the commissioners unanimously approved, as a consent agenda, item numbers 2-3 and 5-11 as follows: approving the sole-source purchase of eleven membrane modules and O-ring seals for the Mystic Harbour Wastewater Treatment Plant from Suez at a total cost of \$25,337.85; awarding the sole proposal for implementing the Peer Expansion in Opioid Treatment Programs project to Open Arms and Hearts Health Services, LLC; proceeding with Maryland 911 Board Projects, including #22-106 of \$28,759.90 for the 911 Center Logging Recorder Service with Exacom, #22-153 of \$2,595 for pre-employment screening software from Criticall, #22-175 of \$1,034 for initial national protocol certification for trainees, #22-176 of \$598 for Telecommunicator Core Competencies training, #22-148 of \$1,353 for 911 public educational materials, #22-174 of \$90 for two Emergency Telecommunicator Certification training manuals, and #22-177 of \$120 for the recertification of certain protocols for one new employee.

The commissioners met with Emergency Services Director Bill Birch to discuss a proposal from L3Harris at a cost of \$340,688.55 to provide materials, program management, engineering services, FCC licensing, tropospheric testing, installation, retuning, and radio system testing for the 800 MHz P25 Radio System migration project. Emergency Services Deputy Director James Hamilton introduced Electronic Service Specialist III - Infrastructure Technician Guy Sterling. He then reviewed the history and anticipated scope of the project.

In response to questions regarding project timelines by Commissioner Bertino, Mr. Hamilton advised that the regulatory process should take roughly 60-90 days, with the project to follow in two phases that will be conducted apart from the summer season to minimize disruptions, and he estimated that the project should be complete by winter 2022. He then explained that migrating from six of the eight existing channels, which have previously been impacted by tropospheric interference, to six new channels, which County research has shown to be far less impacted, should result in a substantial improvement to local emergency communications. Following some discussion and upon a motion by Commissioner Nordstrom, the commissioners unanimously accepted the proposal from L3Harris as presented.

The commissioners met with Sheriff Matthew Crisafulli, Sergeant Chris Larmore, State's Attorney Kris Heiser, and Axon Account Executive Stephanie Sapp and Vice President Sam DeBurra to review a proposal from Axon, the body worn camera vendor for all allied County law enforcement agencies, to address the unfunded State mandate requiring all law enforcement agencies to adopt policies and procedures for the use of body-worn cameras for certain police officers while on duty. The total estimated cost for body-worn cameras and fleet cameras is \$2,024,647.22, to be paid over five-years. Sergeant Larmore explained that the quoted cost is good through July 30, 2022. Ms. Sapp gave a presentation on the body-worn camera and Fleet III systems, which included the technology (including hardware and software management to bring the evidence to prosecutors) and functionality of these systems; system interface and compatibility; evidence, data storage, and retention; implementation; and projected expenditures.

Commissioner Bertino stated that the whole purpose of the body-worn and in-car cameras is to protect law enforcement officers and maintain a true account of each incident. In response to questions from Commissioner Bertino regarding video recording, storage, and accessibility,

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Sergeant Larmore advised that the Axon technology will meet all the needs of the Sheriff's Office to maintain a true and accurate account of events as they unfold. He then reviewed the recording process and explained that all videos will be stored and encrypted. Ms. Sapp advised that, regardless of whether a particular agency redacts information on any of the videos to meet certain public information act requests, Axon will maintain original, unaltered copies of all evidence, and those items will remain available if needed. Mr. DeBurra then reviewed legal aspects regarding cyber security. In response to concerns raised by Commissioner Purnell, Mr. DeBurra and Ms. Heiser reviewed redaction procedures and protocols. Ms. Heiser confirmed that deputies will not have authorization to redact any materials. In response to questions by Commissioner Elder, Sergeant Larmore stated that sensors will activate the cameras in certain instances, regardless of whether a law enforcement officer has already turned the camera off. For example, he explained that when a police officer draws a gun, a sensor will then activate the body-worn camera to resume recording. In response to further questions by Commissioner Bertino, Mr. DeBurra advised that, once Axon received a signed contract from the County, they would deliver the body-worn cameras within four to six weeks and the fleet systems within six to nine months, with Axon representatives to come on-site to provide training on both products.

In response to questions by Chief Administrative Officer Weston Young, Mr. DeBurra advised that Axon re-evaluates pricing every year, and standard product inflation rates typically fluctuate between five to seven percent annually; however, rates have inflated by roughly 10 percent this year. Following some discussion, the commissioners thanked Ms. Sapp and Mr. DeBurra for meeting with them.

The commissioners met in legislative session.

The commissioners conducted a public hearing on Bill 21-9 (Taxation and Revenue – Hotel Rental Tax), which was introduced by Commissioners Bertino, Bunting, Church, Mitrecic, Nordstrom, and Purnell on December 7, 2021. This bill includes minor amendments to increase room tax collection from third-party hosting platforms, such as AirBNB, VRBO and others, to dovetail the Town of Ocean City's code to increase tax revenues that are currently uncollected.

Commissioner Mitrecic opened the floor to receive public comments.

There being no public comments, Commissioner Mitrecic closed the public hearing.

Upon a motion by Commissioner Bertino, the commissioners unanimously adopted Bill 21-9 (Taxation and Revenue – Hotel Rental Tax) as presented.

The commissioners conducted a public hearing to receive public comment on an application submitted by Attorney Hugh Cropper on behalf of Ayres Creek Family Farm, LLC to reclassify 8.34 acres of land located at 8219 Stephen Decatur Highway, on the westerly side of MD Rt. 611, east of Ayres Creek, and identified on Tax Map 33 as Parcel 80, Lot 1, from Resource Conservation Area (RCA) to Limited Development Area (LDA). Environmental Programs Director Bob Mitchell reviewed the application, stated that the applicant alleges that an error occurred in the original district mapping, and advised that the Planning Commission granted the application a favorable recommendation. He noted that this request is not a growth allocation request, does not qualify for a growth allocation because Lot 1 does not have adjacency to LDA or Intensely Developed Area (IDA) parcels/lots, and, if granted, the LDA acreage will be deducted from the County's available growth allocation acreage.

Commissioner Mitrecic opened the floor to receive public comments.

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Mr. Cropper requested the property be reclassified based on a mistake at the time of initial mapping in 2002. He stated that the property should have been designated as LDA when the Critical Area maps were first created because the property and area within that Critical Area included a clubhouse (with a liquor license) that serviced the adjacent golf course. He noted that, while the golf course was a permitted use in the RCA, the principal buildings and structures were not. Therefore, the property could even be considered an IDA.

Chris McCabe, former natural resources administrator and owner of Coastal Compliance Solutions, LLC, stated that Lot 1 was mistakenly designated RCA, when it should have been designated LDA due to the existing principal buildings, including the clubhouse, parking lot, and restaurant. Therefore, a reclassification should be granted to correct this mapping mistake and bring the property into compliance. In response to questions by Commissioner Bunting, Mr. Mitchel stated that the property owner is able to renovate the existing structures, but would not be permitted to increase the density on the property.

Diane Stelzner of South Point disagreed that an error was made in the mapping of the subject property and urged the commissioners to deny the request. She advised that the LDA designation would ease development restrictions and make it possible to develop up to 36 units on said property if rezoned. In response to questions by Commissioner Bunting, Mr. Mitchell stated that the property is not in a sewer area and is not appropriately zoned to permit an increase in density.

Steve Katsanos of South Point expressed concern that Ayres Creek Family Farm is listed as a developer and questioned his intentions for the land in the future. He further advised that the structures on the property were in use in 2002; therefore, they were grandfathered for limited use by a natural resources organization after golf course operations ceased.

Jan Amchack of South Point advised that she does not support or oppose the proposed reclassification; however, she does oppose the use of the term “mistake” in zoning, as golf courses, which would include a clubhouse, are permitted uses in an RCA. She also

Mr. Cropper offered rebuttal, noting that the clubhouse was a legally existing operation in 2002 and should be excluded from the RCA.

In response to questions by Commissioners Bertino and Elder, Mr. Mitchell confirmed that the requested reclassification would only impact the one lot, not the whole 90 acres, and the property cannot be approved for septic, as the property will not perk. He further advised that the property is zoned for agricultural use, so it is not eligible to receive sewer service from the Mystic Harbour Sanitary Service Area.

There being no further public comments, Commissioner Mitrecic closed the public hearing.

Following some discussion and upon a motion by Commissioner Nordstrom, the commissioners voted 4-2, with Commissioners Bunting and Mitrecic voting in opposition, to table any action on the requested reclassification until February 1, 2022 to provide them with adequate time to review and consider additional information presented during the hearing.

Commissioner Mitrecic closed the legislative session.

The commissioners recessed for 10 minutes.

The commissioners conducted a public hearing to receive public comment on a proposed application filed by Pocomoke City Manager Jeremy Mason to amend the Water and Sewerage

Plan to expand the sewer planning area of the Town of Pocomoke City to serve the Royal Farms, which is located on a single property at 2497 Lankford Highway in New Church, Virginia. Mr. Mitchell reviewed the text amendment, which would allow for the abandonment and connection of the existing failed septic system to the existing restricted-access line that abuts the property and connects the Welcome Center in Virginia to the Pocomoke City Wastewater Treatment Plant (WWTP). He then entered into evidence letters from the Maryland Department of Planning, acknowledging that the draft amendment is intended to abate a public health hazard, making typical planning not appropriate, and the Maryland Department of the Environment, supporting addressing the public health issue by connecting the property to the Pocomoke City WWTP. Mr. Mitchell stated that the proposed amendment would not allow Virginia properties, other than the Visitor's Center and Royal Farms, to tie into the sewer line, and he concluded that the Planning Commission found the proposed amendment to be consistent with the Comprehensive Plan.

Commissioner Bertino advised that the commissioners were misdirected with regard to the timeline of events in which, ultimately, the Town of Pocomoke City authorized Royal Farms to hook up to sewer line to receive service from the Pocomoke City WWTP, and he was deeply concerned with the town's egregious disregard for protocol. Commissioner Bunting concurred, noting that it was wrong for the town to allow Royal Farms to hook up to this denied-access line, as conditioned in the original agreement between the County and the State of Virginia when extending sewer to the welcome center. In response to concerns raised by Commissioners Bertino and Bunting, Mr. Mitchell stated that the Town of Pocomoke failed to go through the proper channels to seek approval from the County prior to authorizing Royal Farms to tie into the Pocomoke City WWTP, and to date no County permits have been issued for this project. However, he noted that the prior amendment (between the Commonwealth of Virginia and Worcester County) was based upon a denied access line to serve the visitor's center, and this amendment seeks to add another connection to that line. He explained that there could be denied access lines with multiple connections.

Commissioner Mitrecic opened the floor to receive public comments.

Mr. Mason reviewed the timeline of events and apologized for having originally circumvented the County process. He explained that he did not originally understand the process for extending sewer to Royal Farms. He stated that once he understood the process he stopped the connection. Commissioner Bertino stated his willingness to take Mr. Mason at his word, but questioned the town's failure to submit to the County certain letters, which outline the process of events and equate to a contract between the town and Royal Farms. Commissioner Elder agreed, noting that the town attorney should have understood the process involved in amending the County's Water and Sewerage Plan.

Commissioner Nordstrom acknowledged that some missteps occurred; however, those errors were done unintentionally rather than in an effort to circumvent the process. He stated that he is willing to forgive this mea culpa and focus on the need to correct an environmental issue being caused by a failing septic system in the Pocomoke watershed. He further advised that this store, though located in Virginia, serves those residing in the southern end of Worcester County. He noted that Royal Farms, which is currently pumping and hauling sewage for treatment at the Pocomoke City WWTP, is requesting to purchase nine of the WWTP's 2,400 available equivalent dwelling units (EDUs), and this organization's contribution would generate the additional revenue needed to fund vital plant upgrades.

In response to questions by Commissioner Mitrecic, Mr. Mason advised that he recently

denied a request from Dixieland in New Church, Virginia to hook into the restricted access line, and approval for Royal Farms to tie in had been predicated upon the owner's willingness to give the town money to fund a new aeration system. However, he reiterated that he was unaware of the protocol for extending sewer outside of the sewer planning area for the town at the time he allowed Royal Farms to hook up to the line.

Commissioner Purnell stated that anyone could have made the same mistake that Mr. Mason has admitted to making, but that it was in the best interests of the town to approve the amendment before them today.

Pocomoke City Mayor Susan Harrison validated the concerns raised by the commissioners, but noted that Mr. Mason is a hardworking individual of great integrity whose biggest fault occurred due to his efforts to do what is right to help the community. She discussed the need for this project to protect the environment and help support improvements at the WWTP, and she urged the commissioners to approve the amendment.

John Kemp, president and CEO of Royal Farms, advised that there was no malfeasance on the part of the company, which operates 250 stores in Maryland. Three of those stores are operating in Worcester County, and a fourth is scheduled to open soon in Ocean Pines. He noted that the New Church store sits just over the Maryland line, that the existing septic system failed in 2012, underwent a \$200,000-upgrade, but failed again in 2019. So, when his organization learned about the sewer line running right past their property, they requested and received authorization to hook up. He concluded that Royal Farms is a good partner to the County, employs 42 county residents, and pays \$150,000 annually in property taxes to Worcester County. He concluded that a mistake had been made, he apologize for that mistake, and he urged the commissioners to adopt the amendment before them as presented.

Randy Beamer of Royal Farms advised that his organization is very active in the Worcester County community, pays its share of taxes, and stated that this request is an opportunity for the commissioners to help out a neighbor.

John Pica of Royal Farms stated that his organization signed a contract to tie into the restricted access line in good faith and strongly urged the commissioners to adopt the amendment before them today to resolve this public health issue.

There being no public comments, Commissioner Mitrecic closed the public hearing.

Following much discussion, a motion by Commissioner Nordstrom to approve the amendment to the Water and Sewerage Plan to expand the sewer planning area for the Town of Pocomoke City failed 3-3, with Commissioners Mitrecic, Nordstrom, and Purnell voting in favor and Commissioners Bertino, Bunting, and Elder voting in opposition.

Pursuant to the request of Tourism and Economic Development Director Melanie Pursel and upon a motion by Commissioner Bertino, the commissioners voted 5-1, with Commissioner Elder voting in opposition, to approve the 10-year lease agreement between Dynamic Development, LLC (landlord) and the County Commissioners (tenant) for a 5,200-square-foot building, with an additional 2,600-square feet of climate and moisture-controlled basement storage space, located at 107 West Green Street in Snow Hill at a cost of \$38,800 annually (with incremental increases) to house the Office of Tourism and Economic Development.

Ms. Pursel thanked the commissioners for this opportunity, noting that the existing building is aged, and it would cost at least \$540,000 to address the necessary repairs.

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Environmental Programs Director Bob Mitchell met with the Commissioners to recommend providing FY22 Maryland Agricultural Land Preservation Foundation (MALPF) matching funds of \$140,000, which represent an estimate of Agricultural Land Transfer Tax (ALTT), along with another \$48,459 remaining in previously approved encumbrances from a cash match in FY20, for the purchase of up to eight easements in this planning cycle. Mr. Mitchell advised that Worcester County's certification entitles the County to retain 75% instead of 33% of the ALTT.

Following some discussion and upon a motion by Commissioner Nordstrom, the Commissioners voted 5-1, with Commissioner Elder voting in opposition, to approve local matching funds totaling \$188,459 for the FY22 Maryland Agricultural Land Preservation Foundation Program.

Deputy Chief Administrative Officer Joe Parker advised that the County had received a request to adopt a resolution supporting the efforts of Anne Arundel County and Queen Anne's County for resources to be allocated to fund the Tier 2 Chesapeake Bay Crossing Study to replace the aged, two-span Chesapeake Bay Bridge with a single, eight-lane bridge in the same location to adequately address congestion and safety concerns impacting these two counties.

Commissioner Bunting stated that he could not support the request to expand the lanes on the Chesapeake Bay Bridge until safety and congestion issues on MD Rt. 90 and U.S. Rt. 50 can be addressed. Commissioner Bertino agreed.

Following some discussion and upon a motion by Commissioner Bunting, the commissioners unanimously voted to deny the request. Upon a subsequent motion by Commissioner Bertino, the commissioners agreed to send a letter to affiliate counties along U.S. Rt. 50 requesting their support to replace the Chesapeake Bay Bridge be made contingent upon approval by the State to proceed with upgrades to the U.S. Rt. 50 corridor in and around the Harry W. Kelly Memorial Bridge and dualize MD Rt. 90, which runs from U.S. Rt. 50 to Coastal Highway.

The commissioners met with County Attorney Roscoe Leslie to address grandfathering un-sprinkled manufactured homes that have been installed since the State fire marshal issued an interpretation that manufactured homes used as dwelling units, as defined in COMAR. Mr. Leslie stated that grandfathering is not possible because the building code is a State law, and the County does not have the power to modify the building code to lessen the sprinkler requirement. Furthermore, grandfathering could expose the County to lawsuits for potential injuries and deaths arising from fires in un-sprinkled units. In response to comments by Commissioner Mitrecic, Mr. Leslie stated that the County could choose not to enforce the State law requiring sprinklers in manufactured homes, as they could make the argument that it is not feasible to enforce every law. He pointed out that the law only affects homes manufactured after 2015 or homes built before 2015 that are moved elsewhere in the County. In response to questions by Commissioner Nordstrom, Mr. Leslie stated that the County is acting in a manner that is consistent with the opinion issued by the State fire marshal.

Jimmy Latchum, owner of Riverview Trailer Park, stated that manufactured homes are affordable housing, and individuals purchasing these homes cannot afford the roughly \$20,000 cost to install sprinklers.

Jay Berge stated that the State fire marshal has concluded that sprinklers are not required

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in these simple structures, which are equipped with smoke detectors. Therefore, he stated that opting not to require sprinklers in these structures makes the most sense.

Following some discussion and upon a motion by Commissioner Elder, the commissioners voted 4-2, with Commissioners Bunting and Mitrecic voting in opposition, to continue to adhere to the opinion of the State fire marshal until an official opinion on the matter is issued by the Attorney General's Office (AG), and to continue requiring those involved in the permitting process for manufactured homes to sign a waiver acknowledging that, if they choose not to install fire sprinklers and the AG's Office finds that automatic fire systems are required in manufactured homes, they will be required to retrofit their homes at their own expense.

The Commissioners reviewed and discussed various board appointments.

Upon a nomination by Commissioner Bunting, the commissioners unanimously agreed to reappoint John Collins, Jr. to the Water and Sewer Advisory Council for Ocean Pines and to appoint Will Gabler to the Recreation Advisory Board, and on behalf of Commissioner Mitrecic to reappoint Michael Patchet to the Board of Electrical Examiners.

Upon a nomination by Commissioner Elder, the commissioners unanimously appointed Kerry Ann Bunting to the Tourism Advisory Board.

Upon a nomination by Commissioner Purnell, the commissioners unanimously agreed to appoint Lisa Boyd to the Board of Zoning Appeals.

The commissioners answered questions from the press, after which they adjourned to meet again on February 3, 2022.



OFFICE OF THE
COUNTY COMMISSIONERS

Worcester County

GOVERNMENT CENTER
ONE WEST MARKET STREET • ROOM 1103

SNOW HILL, MARYLAND

21863-1195

PROCLAMATION

WHEREAS, we recognize the strength of the African American people, who awoke a sleeping nation to the truth that “All men are created equal, that they are endowed by their Creator with certain unalienable rights,” and

WHEREAS, we honor African-Americans from the Eastern Shore, including historic figures, like Isaiah “Uncle Zear” Fassett who was born into slavery in Berlin in 1844, gained his freedom and joined the ranks of the Union Army, to contemporary leaders, like the late James L. “Jim” Purnell, Jr. who was part of a team whose federal lawsuit resulted in the abolishment of the at-large system of electing individuals to public offices in Worcester County and the development of district voting, which hinged on maintaining a majority minority district. His efforts led to his election in 1995 as the first African American to serve as a Worcester County Commissioner.

NOW, THEREFORE, we the County Commissioners of Worcester County, Maryland, do hereby proclaim February 2022 as **Black History Month** and encourage citizens to reflect upon the achievements of African-Americans.

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



Joseph M. Mitrecic, President

Theodore J. Elder, Vice President

Anthony W. Bertino, Jr.

Madison J. Bunting, Jr.

James C. Church

Joshua C. Nordstrom

Diana Purnell



OFFICE OF THE
COUNTY COMMISSIONERS

Worcester County

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WESTON S. YOUNG, P.E.
CHIEF ADMINISTRATIVE OFFICER
JOSEPH E. PARKER, III
DEPUTY CHIEF ADMINISTRATIVE OFFICER
ROSCOE R. LESLIE
COUNTY ATTORNEY

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MADISON J. BUNTING, JR.
JAMES C. CHURCH
JOSHUA C. NORDSTROM
DIANA PURNELL

PROCLAMATION

WHEREAS, this February is National Canned Food Month, and the Worcester County Wellness Committee and county employees are hosting a canned-food drive and will donate the collected items to help one of the area food banks feed those in need in our communities. This tradition began in 2017, and this February all of the food collected by county employees will be donated to our partners with the Snow Hill Food Pantry.

WHEREAS, we recognize that when someone is hungry, nothing matters except getting something to eat. Tragically, according to the United States Department of Agriculture, more than 720,000 Marylanders don't know where their next meal will come from, and 38 percent of these individuals make too much to qualify for federal assistance. Therefore, the Commissioners stand with local non-profit organizations and the Maryland Food Bank to help end hunger.

NOW THEREFORE, we the County Commissioners of Worcester County, Maryland, do hereby recognize February as **National Canned Food Month** and urge all residents to visit www.mdfoodbank.org to learn how each of us can help to end hunger in Worcester County.

Executed under the Seal of the County of Worcester, State of Maryland, this 2nd day of February, in the Year of Our Lord Two Thousand Twenty-One.



Joseph M. Mitrecic, President

Theodore J. Elder, Vice President

Anthony W. Bertino, Jr.

Madison J. Bunting, Jr.

James C. Church

Joshua C. Nordstrom

Diana Purnell



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Worcester County

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PROCLAMATION

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

WHEREAS, the WCDC provides dental services to people age 21 and younger and pregnant women and plays a vital role in the health department's mission to educate the community on proper oral health.

WHEREAS, we stand with the WCDC to promote programs that educate families about the benefits of good oral health to children and to highlight this year's Dental Health Month theme, "Sealants Make Sense," to tout the role of dental sealants as part of a comprehensive caries management approach to cavity preventing treatment.

NOW, THEREFORE, we the County Commissioners of Worcester County, Maryland, do hereby proclaim February as **Children's Dental Health Month** and urge all to learn more about maintaining healthy smiles.

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



Joseph M. Mitrecic, President

Theodore J. Elder, Vice President

Anthony W. Bertino, Jr.

Madison J. Bunting, Jr.

James C. Church

Joshua C. Nordstrom

Diana Purnell

Citizens and Government Working Together



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Worcester County

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21863-1195

COMMISSIONERS
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DEPUTY CHIEF ADMINISTRATIVE OFFICER
ROSCOE R. LESLIE
COUNTY ATTORNEY

PROCLAMATION

WHEREAS, we stand with the Worcester County Sheriff's Office and the Eastern Shore Human Trafficking Task Force to retroactively recognize January as Human Trafficking Prevention Month. Human trafficking is a serious problem in which traffickers use violence, threats, deception, and other manipulative tactics to force and coerce youth and adults to engage in commercial sex acts or to provide labor or services against their will; and

WHEREAS, between June 2013 and May 2020 there were reports of child sex trafficking in every Eastern Shore County, and thanks to prevention efforts from law enforcement and groups including the Eastern Shore Human Trafficking Task Force, more than 127 human trafficking victims have been rescued in Maryland.

NOW, THEREFORE, we the County Commissioners of Worcester County, Maryland, retroactively proclaim January 2022 as **Human Trafficking Prevention Month** in Worcester County.

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



Joseph M. Mitrecic, President

Theodore J. Elder, Vice President

Anthony W. Bertino, Jr.

Madison J. Bunting, Jr.

James C. Church

Joshua C. Nordstrom

Diana Purnell

Citizens and Government Working Together



DEPARTMENT OF
DEVELOPMENT REVIEW AND PERMITTING

Worcester County

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TEL:410.632.1200 / FAX: 410.632.3008
www.co.worcester.md.us/drp/drpindex.htm

ZONING DIVISION
BUILDING DIVISION
ADMINISTRATIVE DIVISION

DATA RESEARCH DIVISION
CUSTOMER SERVICE DIVISION
TECHNICAL SERVICES DIVISION

MEMORANDUM

To: Joseph Parker, Deputy Chief Administrative Officer
From: Davida T. Washington, Housing Rehabilitation Program Coordinator
Date: January 24, 2022
RE: Housing Rehabilitation Program Bid Packages

.....

Enclosed please find the following two bid packages:

- 1. Emergency replacement well for Snow Hill area; Page 2-2
- 2. Emergency replacement septic system for Snow Hill area; Page 2-30

All projects are proposed to be funded by the County’s current housing rehabilitation grant, MD-20-CD-22.

I am requesting that the County Commissioners review the packages and approve them to be placed out for the competitive bidding process. I am available to discuss these items with you and the County Commissioners at your convenience.

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

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

The projects are proposed to be funded by the Community Development Block Grant (CDBG) Program and are thus subject to all applicable Equal Opportunity and Civil Rights guidelines. **Sealed bids will be accepted until 1:00 p.m. on Monday, February 28, 2022**, in the Office of the County Commissioners at the above address at which time they will be opened and publicly read aloud. Envelopes shall be marked "**Housing Rehabilitation Bid – February 28 – Snow Hill #1**" in the lower left-hand corner. Bids will be reviewed by staff and awarded by the County Commissioners at a future meeting. In awarding the bids, the Commissioners reserve the right to reject any and all bids, waive formalities, informalities and technicalities therein, and to take whatever bids they determine to be in the best interest of the County considering lowest or best bid, quality of goods and work, time of delivery or completion, responsibility of bidders being considered, previous experience of bidders with County contracts, or any other factors they deem appropriate.

All inquiries regarding the bid specifications shall be directed to the Housing Program Inspector, Dave Walter, at 410-603-4096. All other inquiries shall be directed to **David Washington**, at 410-632-1200, ext. 1171.

Bid Submission Checklist

- Contractor Qualification Form
- Contractor Conflict of Interest Disclosure Form
- Bid Form- on your company letterhead using Worcester format
- Scope of Work with Line Item Breakdown- all lines completed and total price
- Section 3 Compliance Bid Form * if you are not a Section 3 employer and expect no new hires, check 3rd option and enter "0" new employees
- Section 3 Business Certification * if you are not Section 3 employer check bottom option; unable to certify
- Site visit: X Required Not Required
- Signed Bid Submission Checklist

Signature

Date

Please check off items submitted above, sign and include this checklist with your submission package. If you have any questions as to if a previously submitted Contractor Qualification Form has expired, please contact Davida Washington at 410-632-1200, ext. 1171. Bids submitted with no Contractor Qualification form on file dated within the past 6 months may not be considered. Please note HUD 4010 enclosed for informational purposes.

WORCESTER COUNTY HOUSING REHABILITATION PROGRAM

GENERAL SPECIFICATIONS

These specifications cover general items of information relating to this bid solicitation. Detailed specifications for the home to be rehabilitated is attached. Bids will be accepted until 1:00 p.m. on Monday **February 28, 2022**, at the Worcester County Commissioners Office, Room 1103, One West Market Street, Snow Hill, Maryland 21863 at which time they will be opened and read aloud. General telephone inquiries may be directed to **David Washington** at 410-632-1200, ext. 1171. Questions of a technical nature may be directed to the Program Inspector, Dave Walter, at 410-603-4096. Bids may be mailed or delivered in person. Faxed bids are not acceptable. Bids must be clearly marked **“Housing Rehabilitation Bid – February 28 – Snow Hill, MD #1”**. Each bid must be signed and dated.

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

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

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

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

Contractor _____

Address _____

Phone Number _____

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

Insurance Company, Agent, & Coverages: _____

List of Company Officers: _____

List of Licenses Currently Held:

_____ MHIC Number _____ Exp. Date

_____ MBR Number _____ Exp. Date

_____ MDE Lead Cert. _____ Exp. Date

_____ EPA Lead Cert. _____ Exp. Date

Trade References (2)

_____ Name _____ Phone

_____ Name _____ Phone

Client References (2)

_____ Name _____ Phone

_____ Name _____ Phone

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

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

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

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

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

PROPERTY OF: **Edith Shockley**
ADDRESS: **6905 Scotland Road**
Snow Hill, MD 21863
TELEPHONE: **443-366-4752**

TOTAL QUOTE: _____

CONTRACTOR: _____ DATE: _____
NO QUOTATIONS AFTER: February 28, 2022

PART ONE: GENERAL CONDITIONS
PART TWO: SCOPE OF WORK

PART ONE – GENERAL CONDITIONS

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

- required for substitutions or additions to the original scope of work not involving additional costs.
- 8) The Contractor shall obtain and pay for all building, plumbing, electrical, well, septic and other permits required for specified work.
 - 9) The Contractor shall call for all inspections required by County law as well as inspections to receive draw payments and any special inspections required by the Program Inspector. All work shall conform to code.
 - 10) All of the above general conditions shall be adhered to unless otherwise specifically described in the following scope of work.

Contractor Conflict of Interest Disclosure

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

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

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

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

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

Signed: _____
Date: _____

Name: _____ (Print)

Signed: _____
Date: _____

Name: _____ (Print)

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

For Grantee Use Only:

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

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

BID FORM

***must be signed to be valid**

**Property of Edith Shockley
6905 Scotland Road
Snow Hill, MD 21863**

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

Total Quote : \$ _____

Date Available To Start: _____

Date: _____

Signature

Typed Name

Title

Company Name

Address

Phone Number(s)

MHIC license # Exp. Date

*Environmental Programs has determined that a Well Permit is necessary for this project.

Edith Shockley
6905 Scotland Rd.
Snow Hill, MD 21863
TM 64 Parcel 99

01/17/2022

New Well Scope of Work

- Site visit is required. Prospective bidders should contact Brian Jack of Environmental Programs at 410-632-1220 with any questions regarding well permitting.
- New Well will go in rear yard, Minimum of 58' behind the house and minimum 30' from Garage.
- Any tree clearing or limbing required to drill should be included in bid specs by well driller.
- New 4" well approximately 360' deep with screen.
- Submersible well pump minimum ½ hp.
- Trenching and all hookup included
- New pressure tank and pressure switch installed with hose bib.
- Well Permit and fee
- Existing well to be abandoned and sealed.

Project Total= _____

Date: _____

Signature

Typed Name

Title

Company Name

Address

Phone Number(s)

License # Expiration Date

SECTION 3 CLAUSE

All Section 3 covered contracts shall include the following clause (referred to as the "Section 3 Clause"):

A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected by before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

MARYLAND CDBG PROGRAM | PROCUREMENT

SECTION 3 COMPLIANCE BID FORM

Name of Business: _____

Address of Business: _____

Type of Business: __ Corporation __ Partnership __ Sole Proprietorship __ Other

Business Activity: _____

_____ I am certified as a Section 3 Business. I have attached a Section 3 Business Certification.

OR

_____ I will subcontract 25% of the contract amount to one or more certified Section 3 Businesses. I have attached Section 3 Business Certifications for selected subcontractors.

OR

_____ I anticipate hiring _____ new employees under this contract, if awarded. I understand that if any new hires are required under this contract, I will need to comply with Section 3 hiring requirements.

I attest that the above information is true and correct.

Signature

Print Name

Title

Date

REHABILITATION GUIDELINES FOR WORCESTER COUNTY,
MARYLAND

INTRODUCTION

This rehabilitation plan sets forth the guidelines and procedures governing the operation of the Worcester County Housing Rehabilitation Program.

This program will make available financial and/or technical assistance for the rehabilitation of eligible substandard housing units located in the unincorporated areas of Worcester County. Rehabilitation work will correct deficiencies in the eligible home and make the units safe, sound and sanitary for the occupants. All properties will be rehabilitated to the County's Livability Code.

The legal authority for this rehabilitation program comes from the applicable grant agreement for the Community Development Block Grant Program administered by the Maryland Department of Housing and Community Development.

The local governing bodies, contractors, subcontractors, vendors and applicants for rehabilitation assistance are required to abide by a number of State and Federal laws, and may be required to sign documents certifying their compliance.

The Civil Rights Act of 1964

Executive Order 11246 concerning Equal Employment Opportunity
Standards of Conduct for the CDBG recipients – Conflict of Interest

Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity

Standard of Equal Opportunity Construction Contract Specifications

Certification of Non-Segregated Facilities for Contracts over \$10,000

Title VI of Civil Rights Act of 1964

Section 109 of Housing & Community Development Act of 1974

Section 3 Compliance

Age Discrimination Act of 1975

Section 504 Affirmative Action for Handicapped Lead Based Paint Hazards

Access to/Maintenance of Records

Past experience with the Program has shown that there are sufficient applicants to utilize the available funds. If this should cease to be the case, the Administration will market the Program via newspaper and television stories, public service announcements, and contacts with civic and charitable organizations.

The County Commissioners shall have the right to waive certain limits and eligibility criteria on a case-by-case basis as justified by unusual circumstances and with the approval of the State.

SECTION I – ELIGIBILITY

1. Beneficiaries of the Program must be of low-to-moderate income, as defined by income limits provided by the Maryland Department of Housing and Community Development.

The limits may be revised form time to time. Current limits are as follows:

Persons Per Household	Maximum Annual Income
1	40,600
2	46,400
3	52,200
4	58,000
5	62,650
6	67,300
7	71,950
8	76,600

2. The dwelling to be rehabilitated must be located within the unincorporated areas of Worcester County or in a township that does not receive CDBG funding.
3. The dwelling must be in substandard condition and economically feasible of being brought into compliance with the standards of the County’s Livability Code. Exceptions may be made for emergency cases to correct an immediate threat to the health and safety of the occupant(s). All health and safety problems will be documented on a separate form.
4. Program emphasis is the rehabilitation of owner-occupied dwellings, however, landlords who rent to persons of low-to-moderate income may be considered for CDBG funded interest subsidies for bank loans, provided such assistance has been approved by the State.
5. Owner-occupants must not own any house other than the one to be rehabilitated under the program and must not have substantial assets which would enable the applicant to secure rehabilitation funds from other sources.
6. If the dwelling lies within a flood zone, the applicant must agree to obtain flood insurance coverage.
7. Vacant dwellings may be considered for rehabilitation if the dwelling has been vacated due to its substandard condition, and if the owner agrees to occupy the dwelling upon completion.
8. Applicants without property insurance must obtain such insurance prior to the initiation of any work.
9. Homes owned by more than 1 party (other than a husband and wife who reside together) may be rehabilitated even if not all members reside in the home. At least one of the owners must live in the home. All others must sign all program documents, including the application and the final loan documents.
10. The total income of all persons residing in the house will be counted. The income of household members who are presented as residing temporarily in the house will be counted for eligibility purposes until evidence is that the person has moved out.

II. APPLICATION PROCEDURES

1. Applications will be accepted continuously. The following must be submitted prior to application review and underwriting: property tax bill; proof of insurance or commitment to obtain such on property; verification of mortgage (if applicable); and proof of income. The following will be acceptable as proof of income: social security or pension award letters, last two pay stubs, W-2 form for the previous year, or income tax returns. Mortgage verification forms will be used. Employment verification forms will be used at the discretion of the Administrator.
2. The number of applicants which meet eligibility guidelines will be referred to the Program Inspector for completion of a preliminary inspection. This will occur during the times in which the program has sufficient funds to handle the stream of applicants coming in. Preliminary inspections will not be completed for “backlogged” applicants. The purpose of the preliminary inspection is to determine whether the rehabilitation is economically feasible and to determine the health and safety violations which will end in the prioritization of applications. Preliminary inspections will be made in writing and will include the estimated cost time.
3. The Administrator will perform general prioritization of applications for the purpose of presentation to the review board. Priorities are covered in Section III, “Selection”.
4. Excess housing demand will be partially addressed by the prioritization discussed in #3, above. In addition, applicants deemed to have greater repayment ability will be referred to the State Special Loans Programs. Consideration will be given in developing programs which will expend the CDBG funds in a timely manner, but yet maximize the number of families served. A prioritized waiting list will be developed so that as more funds become available, families will be reviewed in priority order. All Special Loans Programs cases will be handled using regular SLP procedures
5. Underwriting will be performed prior to presentation to the Housing Review Board. The Administrator will utilize the State Special Loans Program underwriting form. Applicants who expend more than 28% of their income for housing expenses will be deemed unable to repay a loan.
6. The Administrator will prepare recommendations for action by the Review Board and will mail this material to the Board in advance of the meeting at which action is being requested. In order to receive a conditional grant, the applicant must meet one of the following criteria: have income below 80% of the AREA median; be 62 years of age or older; or is spending more than 30% of his gross income on housing, exclusive of utilities.

III. SELECTION

1. Efforts will be made to provide assistance on a first-come, first-served basis, however, severity of need will take precedence. Severity of need will be based on the following criteria:
 - One or more occupants of the dwelling is age 62 or older.
 - One or more occupants of the dwelling is handicapped.
 - Condition of the dwelling is a threat to the health and/or safety of the occupants.
 - Total household income is below 50% of the County median.
2. The Housing Review Board will meet as needed. The Board will review applications and recommendations from the Program Administrator and will make decisions as to which shall be funded and the method of financing. Grievances and appeals against the decision of the Housing Review Board will be made in writing within 30 days after notification of the Board's decision. Additional information not presented at the time of the meeting must be requested with the request for an appeal hearing. Appeals will be referred to the County Administrator who will act on them within 30 days of receipt. Applicants may further appeal to the County Commissioners within 30 days after the decision of the County Administrator. Applicants will be notified of the grievance procedures upon notification of action by the Board on their cases.
3. Upon application approval, the Administrator will send appropriate documentation to the Maryland Historical Trust for the Section 106 review.
4. The Inspector will perform a detailed, written work-up for each approved case.

IV. STRUCTURE OF FINANCIAL ASSISTANCE

1. The average amount of assistance is expected to be \$20,000. The maximum grant amount will be \$30,000. Total improvements may exceed \$30,000 if the after-rehab value of the dwelling is in excess of all mortgage amounts and the home can be brought into compliance using what is still considered to be moderate to of these substantial rehabilitation guidelines. CDBG Awards exceeding \$30,000 shall be in the form of 0% interest loans; payment amounts to be determined using the Special Loans Program underwriting worksheet. Recipients must make payments as scheduled to the County Treasurer's Office until the entire principal amount of the debt is retired; there is no expiration on the term of the loans. The Board may alternatively elect to supplement the \$30,000 maximum grant amount with loan funding through the State Special Loans Program. Payment and interest would be set by SLP according to their Program guidelines and loans would be serviced through their agency.
2. In cases of the sale or cash-out re-financing of rehabilitated properties, the County must be re-paid the balance of the loan or grant per the terms outlined in the agreement. Reverse mortgages are not permitted while liens are still in effect. The following tiered system applies for liens placed on houses rehabilitated through a CDBG grant:
 - Tier I- \$0 to \$12,500 grant requires a five (5) year lien

Tier II- \$12,501 to \$25,000 grant requires a ten (10) year lien
 Tier III- \$25,001 to \$30,000 grant requires a fifteen (15) year lien.

A tiered portion of the grant amount must be repaid if the dwelling is sold after rehabilitation and prior to the expiration of the grant term. Repayment is required according to the following schedule:

For five year liens:

Sale in the first year:	100% grant repayment
Sale in the second year	80% grant repayment
Sale in the third year	60% grant repayment
Sale in the fourth year	40% grant repayment
Sale in the fifth year	20% grant repayment

The grant mortgage will be released after the fifth year and no repayment is required thereafter.

For ten year liens:

Sale in the first year:	100% grant repayment
Sale in the second year	90% grant repayment
Sale in the third year	80% grant repayment
Sale in the fourth year	70% grant repayment
Sale in the fifth year	60% grant repayment
Sale in the sixth year	50% grant repayment
Sale in the seventh year	40% grant repayment
Sale in the eighth year	30% grant repayment
Sale in the ninth year	20% grant repayment
Sale in the tenth year	10% grant repayment

The grant mortgage will be released after the tenth year and no repayment is required thereafter.

For fifteen year liens:

Sale in the first year:	100% grant repayment
Sale in the second year	93% grant repayment
Sale in the third year	87% grant repayment
Sale in the fourth year	80% grant repayment
Sale in the fifth year	73% grant repayment
Sale in the sixth year	67% grant repayment
Sale in the seventh year	60% grant repayment
Sale in the eighth year	53% grant repayment
Sale in the ninth year	47% grant repayment
Sale in the tenth year	40% grant repayment
Sale in the eleventh year	33% grant repayment
Sale in the twelfth year	27% grant repayment
Sale in the thirteenth year	20% grant repayment
Sale in the fourteenth year	13% grant repayment

general specifications which detail the level of materials and workmanship quality.

VI. CONTRACTING

1. The County will advertise publicly for bids based on the work write-up prepared by the Rehabilitation Specialist. Minority and female owned firms will be encouraged to bid.
2. Contractors must complete a Qualification Form to be considered as an eligible bidder.
3. Bids will be reviewed for accuracy and responsibility and a recommendation for award will be provided to the County Commissioners. Bids will generally be awarded to the lowest bidder. The County Commissioners reserve the right to accept or reject any or all bids.
4. The County may limit the number of contracts to be awarded to one contractor during any one bid solicitation and may negotiate with other bidders for remaining contracts.
5. Following award, the Owner-Contractor Agreement will be executed by the contractor and homeowner. The Program Administrator will then issue a Notice to Proceed.
6. The contractor may request progress payments as often as needed. Payments are made following inspection by the Program Inspector and upon approval by the Program Administrator. The contractor may receive up to 75% of the total contract in this manner; the final 25% will not be paid until satisfactory completion of a final inspection and the achievement of lead clearance on applicable projects. The homeowner, Program Inspector, contractor and Program Administrator are required to sign-off on the final payment request in order for payment to be processed.
7. All work involving well and septic installation will be bid separately and will not require the certification of the Program Inspector. The Administrator will work directly with the Environmental Programs Department for this procurement. E.P. will also perform the inspections.
8. The inspector will obtain the owner's signature on the Certificate of Completion prior to the final payment being made. If there is a dispute, the inspector and Program Administrator will make the determination and document the reasons for such.
9. Any homeowner who has problems with the work after its completion, (i.e., leaking pipes) should contact the Program Administrator who will

request the inspector to ascertain the cause of the problem. If the time frame is within the one-year guarantee period, all efforts will be made to encourage the Contractor to correct the problems voluntarily. If this should prove unfeasible, the program will engage the services of another contractor to correct the work, if ample funds are available.

VII. PERMITTING PROCESS

1. The Housing Administrator will send a copy of the final work write-up to the applicable Permitting Department for a permit review. The Permitting Department will respond with a written memo listing the permits required for the project and the code which is used by the jurisdiction. The Administrator will provide the contractor with a copy of this memo when the Owner-Contractor Agreement is signed.
2. The contractor will contact the property owner to sign the permit and submit the permit to the local Permitting Department along with any required drawings or site plan and all applicable fees .
3. The contractor will notify the Department of Planning, Permits and Inspections and the Housing Administrator of the construction start date.

VIII. FINAL REHABILITATION DOCUMENTS

1. Once the contract for the work is awarded, the Administrator will prepare the following documents for signature by the homeowner:
 - Owner-Contractor Agreement
 - Lead Paint Notice
 - Grant/Loan Agreement
 - Promissory Note
 - Notice of Right of Rescission
 - FHEO Self Identification FormIn addition, a copy of the work write-up will be included in this mailing.
2. When the documents are returned to the Administrator, he or she will obtain the signature of the contractor on the Owner-Contractor Agreement. Once this is done, the Contractor will be given a Notice to Proceed.
3. The Grant/Loan Agreement will be recorded in the Office of the Clerk of Court.
4. Copies of the promissory note and Grant/Loan Agreement will be provided to the County Treasurer's Office upon signing and recordation.

**BID AND CONTRACT PROCEDURES
WORCESTER COUNTY HOUSING REHABILITATION PROGRAM**

It shall be the policy of the Worcester County Rehabilitation Program to maximize participation by minority contractors. The Program Administrator shall consult all available resources for names of minority contractors.

The procedures contained herein apply only to work funded in whole or in part with County CDBG funds. Other agencies which supplement the CDBG funds have the option of using their own procedures.

CONTRACTOR QUALIFICATION

1. An advertisement soliciting interested rehabilitation contractors shall be placed in local newspapers by the Worcester County Housing Rehabilitation Program on behalf of the property owner. This ad will contain the information necessary to request a bid package and the date that bids are due.
2. Bid packages will be mailed to those contractors requesting them.
3. Bid packages will be mailed to those contractors known to be active in the area. The following will be required of contractors:
 - a. Adequate liability insurance (\$100,000/\$300,000 for personal injury and \$100,000 for property damage), listing agent's name, amount, expiration date and name of insurer.
 - b. Name of the company bank
 - c. The names of the usual subcontractors
 - d. The names and addresses of at least two (2) recent residential rehabilitation or remodeling customers
 - e. A list of all principal officers of the company
 - f. Number and date of the Maryland Home Improvement License
4. Contractors meeting the qualifications above will be deemed acceptable and will be allowed to bid on the rehabilitation projects. This privilege is contingent on the fact that no contractor is on HUD's debarred list, has filed bankruptcy or is otherwise deemed ineligible. The Housing Specialist/Inspector and the Housing Rehabilitation Program Administrator and award of the bid by the County Commissioners shall make final selection of the contractor after an evaluation of the bid. The name of contractors who do not perform satisfactorily will be submitted to the County Commissioners with a recommendation that they not be allowed to bid on future projects.

5. Contractors will return completed and sealed bid packages to the Budget Officer no later than the date established in the advertisement. No bids will be accepted after this deadline. Faxed bids are not acceptable.
6. No items are to be omitted. All bids are to be totaled on the first page of the work write-up and signed by the contractor on the last page. Any bid which contains omitted items will be disqualified.
7. The jobs are to be bid on an individual basis, group bidding is not allowed.
8. Any questions concerning the substance of the work write-up should be clarified before the bid is submitted. No change orders may be made without the approval of the Worcester County Housing Rehabilitation Program Administrator. The submitting of bids shall be taken as a contractor's acknowledgement of the adequacy of the scope of work unless the bid is accompanied by a statement expressing the contractor's questions or concerns.
9. Bids will be reviewed by the Housing Specialist/Inspector and the Program Administrator. All bids will be opened publicly and read aloud at a specified time.
10. The contract for approved applications will be awarded consistent with the County's purchasing policy. Generally this will be the low bidder provided that he or she has met all eligibility criteria, and that the bid covers all items on the work write-up and that the bid appears to be feasible and responsive. The County Commissioners will award the contract at a regular meeting. It is the general policy of the program to use general contractors. However, there may be instances where work to only one trade is to be done. In these cases, the Administrator may solicit the appropriate subcontractor. All well and septic work will be bid separately.
WORCESTER COUNTY RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS.

CONTRACT PROCEDURES

1. A contract for construction work financed by a rehabilitation grant or loan shall be undertaken between the contractor and the property owner. The County will not be a party to such a contract, but will act on the recipient's behalf in bidding, contract award and inspections of work completed.
2. The form of the contract shall be as follows: a single document, containing the general conditions and specifications for the work performed. The bid form is included in the contract by reference.
3. General contract provisions shall be required in all rehabilitation construction contracts, including:

- A provision that a written “Proceed to Work” order within a “to be determined” number of days is issued
 - A provision that the Contractor will be paid the contract price according to a payment schedule specified within the contract when work is satisfactorily completed. Payment will be made as soon as possible after receipt of the contractor’s invoice and for final payments receipt of release of liens by the contractors, suppliers and laborers involved.
4. The Contractor shall be required to follow the following provisions:
- Comply with all County inspection requirements
 - Perform all work in accordance with applicable standards and requirements, whether or not covered by the work specifications.

OWNER/CONTRACTOR DISPUTES

If a dispute between the homeowner and contractor concerning workmanship, quality of materials, or scope of work occurs, the Program Inspector will meet with both parties to discuss their concerns. The Program Inspector will advise the homeowner and contractor, in writing, of the recommended resolution. If both parties are not satisfied with the recommended resolution, they may respond in writing to the Program Administrator within 10 days of the date of the notice from the Inspector. The Program Administrator will meet with the homeowner, contractor and inspector at the property, listen to the concerns of all parties and evaluate the disputed work. The Program Administrator will respond in writing within 10 days of the meeting. If the homeowner or contractor do not accept the final resolution of the Program, the dispute will be referred for independent arbitration as provided for in the terms of the Worcester County Housing Rehabilitation Owner-Contractor Agreement.

CHANGE ORDERS

It is the policy of the Worcester County Housing Rehabilitation Program to carefully evaluate change orders. Every effort will be made to ensure that the work write-ups are complete and accurate representations of the work to be done in accordance with program guidelines. We require contractors to clarify any questions regarding the work write-up prior to the submission of a bid.

For other items on which change orders may be required, the following procedures will apply, regardless of whether the request for a change is initiated by the contractor or a homeowner:

1. The contractor is required to telephone both the Program Administrator and the Project Inspector with a verbal explanation of the situation.

2. The Project Inspector will visit the job site to render an opinion on the need for the change. If the Project Inspector recommends denial of the change order, this decision shall be final.
3. If the Project Inspector finds that the request is justified, he will so inform the Program Administrator who will render the final judgment. The Inspector will also give his opinion as to the reasonable cost of the proposed change.
4. Change orders which would bring the total grant amount above the maximum are not permitted. In cases of this nature, every attempt will be made to substitute a change for an originally approved item which is of lesser importance or to seek funds from other programs.
5. The Program Administrator will require the contractor to fill out and sign a change order form prior to permitting work to proceed.

RECRUITMENT OF MINORITY, SMALL, AND FEMALE CONTRACTORS

It is the policy of the County to attempt to recruit and assist small, female and minority contractors. Solicitations for bids will be placed in local newspapers. Additionally, the Administrator will attempt to locate such contractors and place them on the builder's list. He/she will consult such sources as the Maryland Department of Transportation Business Directory, the Lower Shore Contractors Association (a minority association), Shore-Up!, and O.U.R. Community, as well as any other group known to have knowledge of minority, small and female contractors.

Federal Labor Standards Provisions

U.S. Department of Housing
and Urban Development
Office of Labor Relations**Applicability**

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section I(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been

communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who

is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by

the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) **Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be

awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety. The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

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

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

The projects are proposed to be funded by the Community Development Block Grant (CDBG) Program and are thus subject to all applicable Equal Opportunity and Civil Rights guidelines. **Sealed bids will be accepted until 1:00 p.m. on Monday, February 28, 2022**, in the Office of the County Commissioners at the above address at which time they will be opened and publicly read aloud. Envelopes shall be marked "**Housing Rehabilitation Bid – February 28 – Snow Hill #2**" in the lower left-hand corner. Bids will be reviewed by staff and awarded by the County Commissioners at a future meeting. In awarding the bids, the Commissioners reserve the right to reject any and all bids, waive formalities, informalities and technicalities therein, and to take whatever bids they determine to be in the best interest of the County considering lowest or best bid, quality of goods and work, time of delivery or completion, responsibility of bidders being considered, previous experience of bidders with County contracts, or any other factors they deem appropriate.

All inquiries regarding the bid specifications shall be directed to the Housing Program Inspector, Dave Walter, at 410-603-4096. All other inquiries shall be directed to David Washington, at 410-632-1200, ext. 1171.

Bid Submission Checklist

- Contractor Qualification Form
- Contractor Conflict of Interest Disclosure Form
- Bid Form- on your company letterhead using Worcester format
- Scope of Work with Line Item Breakdown- all lines completed and total price
- Section 3 Compliance Bid Form * if you are not a Section 3 employer and expect no new hires, check 3rd option and enter "0" new employees
- Section 3 Business Certification * if you are not Section 3 employer check bottom option; unable to certify
- Site visit: X Required Not Required
- Signed Bid Submission Checklist

Signature

Date

Please check off items submitted above, sign and include this checklist with your submission package. If you have any questions as to if a previously submitted Contractor Qualification Form has expired, please contact Davida Washington at 410-632-1200, ext. 1171. Bids submitted with no Contractor Qualification form on file dated within the past 6 months may not be considered. Please note HUD 4010 enclosed for informational purposes.

WORCESTER COUNTY HOUSING REHABILITATION PROGRAM

GENERAL SPECIFICATIONS

These specifications cover general items of information relating to this bid solicitation. Detailed specifications for the home to be rehabilitated is attached. Bids will be accepted until 1:00 p.m. on Monday **February 28, 2022**, at the Worcester County Commissioners Office, Room 1103, One West Market Street, Snow Hill, Maryland 21863 at which time they will be opened and read aloud. General telephone inquiries may be directed to **David Washington** at 410-632-1200, ext. 1171. Questions of a technical nature may be directed to the Program Inspector, Dave Walter, at 410-603-4096. Bids may be mailed or delivered in person. Faxed bids are not acceptable. Bids must be clearly marked **“Housing Rehabilitation Bid – February 28 – Snow Hill, MD #2”**. Each bid must be signed and dated.

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

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

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

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

Contractor _____

Address _____

Phone Number _____

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

Insurance Company, Agent, & Coverages: _____

List of Company Officers: _____

List of Licenses Currently Held:

_____ MHIC Number _____ Exp. Date

_____ MBR Number _____ Exp. Date

_____ MDE Lead Cert. _____ Exp. Date

_____ EPA Lead Cert. _____ Exp. Date

Trade References (2)

_____ Name _____ Phone

_____ Name _____ Phone

Client References (2)

_____ Name _____ Phone

_____ Name _____ Phone

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

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

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

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

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

PROPERTY OF: **Barbara Thune**
ADDRESS: **5906 Wallace Drive**
Snow Hill, MD 21863
TELEPHONE: **410-632-2024**

TOTAL QUOTE: _____

CONTRACTOR: _____ DATE: _____

NO QUOTATIONS AFTER: **February 28, 2022**

PART ONE: GENERAL CONDITIONS

PART TWO: SCOPE OF WORK

PART ONE – GENERAL CONDITIONS

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

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

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

Contractor Conflict of Interest Disclosure

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

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

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

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

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

Signed: _____
Date: _____

Name: _____ (Print)

Signed: _____
Date: _____

Name: _____ (Print)

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

For Grantee Use Only:

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

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

BID FORM

***must be signed to be valid**

**Property of Barbara Thune
5906 Wallace Drive
Snow Hill, MD 21863**

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

Total Quote : \$ _____

Date Available To Start: _____

Date: _____

Signature

Typed Name

Title

Company Name

Address

Phone Number(s)

MHIC license # Exp. Date

*Environmental Programs has determined that a Well Permit is necessary for this project.

Barbara Thune
5906 Wallace Drive
Snow Hill, MD 21863
TM 55 Parcel 52 Lot 3

01/20/2022

Septic Scope of Work

- Site visit is required. Any prospective bidder needs contact Eddie Lawson of Environmental Programs at 410-632-1220 to review prior to submitting bid.
- 500 square foot stone seepage bed.
- Installation depth of 18 inches.
- Installation may go in old drain field. Any contaminated material is to be incorporated in cover or disposed of properly.
- Installer is responsible for tree/brush clearing as needed.
- Installer responsible for removing/relocating shed.
- Nitrogen pretreatment septic tank is required, applicant has applied for BRF funding.
- Installer to determine if a lift station and pump are needed. Include electrical hook up in bid if needed.
- Old tank to be pumped, crushed, and filled. A pump out prior to installation to allow the existing system time to dry may be helpful.
- Final stabilization of seed and straw is required.
- Site is to be cleaned and stockpile areas graded.
- County Environmental Programs will give final approval before heavy equipment is pulled from the jobsite.
- The fee of \$60 to Clerk of Court must be included in quote

Date of site visit: _____

Project Total= _____

Date: _____

Signature

Typed Name

Title

Company Name

Address

Phone Number(s)

Barbara Thune
5906 Wallace Drive
Snow Hill, MD 21863
TM 55 Parcel 52 Lot 3

01/20/2022



SECTION 3 CLAUSE

All Section 3 covered contracts shall include the following clause (referred to as the "Section 3 Clause"):

A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected by before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

MARYLAND CDBG PROGRAM I PROCUREMENT

SECTION 3 COMPLIANCE BID FORM

Name of Business: _____

Address of Business: _____

Type of Business: __ Corporation __ Partnership __ Sole Proprietorship __ Other

Business Activity: _____

_____ I am certified as a Section 3 Business. I have attached a Section 3 Business Certification.

OR

_____ I will subcontract 25% of the contract amount to one or more certified Section 3 Businesses. I have attached Section 3 Business Certifications for selected subcontractors.

OR

_____ I anticipate hiring _____ new employees under this contract, if awarded. I understand that if any new hires are required under this contract, I will need to comply with Section 3 hiring requirements.

I attest that the above information is true and correct.

Signature

Print Name

Title

Date

**REHABILITATION GUIDELINES FOR WORCESTER COUNTY,
MARYLAND****INTRODUCTION**

This rehabilitation plan sets forth the guidelines and procedures governing the operation of the Worcester County Housing Rehabilitation Program.

This program will make available financial and/or technical assistance for the rehabilitation of eligible substandard housing units located in the unincorporated areas of Worcester County. Rehabilitation work will correct deficiencies in the eligible home and make the units safe, sound and sanitary for the occupants. All properties will be rehabilitated to the County's Livability Code.

The legal authority for this rehabilitation program comes from the applicable grant agreement for the Community Development Block Grant Program administered by the Maryland Department of Housing and Community Development.

The local governing bodies, contractors, subcontractors, vendors and applicants for rehabilitation assistance are required to abide by a number of State and Federal laws, and may be required to sign documents certifying their compliance.

The Civil Rights Act of 1964

Executive Order 11246 concerning Equal Employment Opportunity
Standards of Conduct for the CDBG recipients – Conflict of Interest

Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity

Standard of Equal Opportunity Construction Contract Specifications
Certification of Non-Segregated Facilities for Contracts over \$10,000

Title VI of Civil Rights Act of 1964

Section 109 of Housing & Community Development Act of 1974

Section 3 Compliance

Age Discrimination Act of 1975

Section 504 Affirmative Action for Handicapped Lead Based Paint Hazards

Access to/Maintenance of Records

Past experience with the Program has shown that there are sufficient applicants to utilize the available funds. If this should cease to be the case, the Administration will market the Program via newspaper and television stories, public service announcements, and contacts with civic and charitable organizations.

The County Commissioners shall have the right to waive certain limits and eligibility criteria on a case-by-case basis as justified by unusual circumstances and with the approval of the State.

SECTION I – ELIGIBILITY

1. Beneficiaries of the Program must be of low-to-moderate income, as defined by income limits provided by the Maryland Department of Housing and Community Development.

The limits may be revised form time to time. Current limits are as follows:

Persons Per Household	Maximum Annual Income
1	40,600
2	46,400
3	52,200
4	58,000
5	62,650
6	67,300
7	71,950
8	76,600

2. The dwelling to be rehabilitated must be located within the unincorporated areas of Worcester County or in a township that does not receive CDBG funding.
3. The dwelling must be in substandard condition and economically feasible of being brought into compliance with the standards of the County’s Livability Code. Exceptions may be made for emergency cases to correct an immediate threat to the health and safety of the occupant(s). All health and safety problems will be documented on a separate form.
4. Program emphasis is the rehabilitation of owner-occupied dwellings, however, landlords who rent to persons of low-to-moderate income may be considered for CDBG funded interest subsidies for bank loans, provided such assistance has been approved by the State.
5. Owner-occupants must not own any house other than the one to be rehabilitated under the program and must not have substantial assets which would enable the applicant to secure rehabilitation funds from other sources.
6. If the dwelling lies within a flood zone, the applicant must agree to obtain flood insurance coverage.
7. Vacant dwellings may be considered for rehabilitation if the dwelling has been vacated due to its substandard condition, and if the owner agrees to occupy the dwelling upon completion.
8. Applicants without property insurance must obtain such insurance prior to the initiation of any work.
9. Homes owned by more than 1 party (other than a husband and wife who reside together) may be rehabilitated even if not all members reside in the home. At least one of the owners must live in the home. All others must sign all program documents, including the application and the final loan documents.
10. The total income of all persons residing in the house will be counted. The income of household members who are presented as residing temporarily in the house will be counted for eligibility purposes until evidence is that the person has moved out.

II. APPLICATION PROCEDURES

1. Applications will be accepted continuously. The following must be submitted prior to application review and underwriting: property tax bill; proof of insurance or commitment to obtain such on property; verification of mortgage (if applicable); and proof of income. The following will be acceptable as proof of income: social security or pension award letters, last two pay stubs, W-2 form for the previous year, or income tax returns. Mortgage verification forms will be used. Employment verification forms will be used at the discretion of the Administrator.
2. The number of applicants which meet eligibility guidelines will be referred to the Program Inspector for completion of a preliminary inspection. This will occur during the times in which the program has sufficient funds to handle the stream of applicants coming in. Preliminary inspections will not be completed for “backlogged” applicants. The purpose of the preliminary inspection is to determine whether the rehabilitation is economically feasible and to determine the health and safety violations which will end in the prioritization of applications. Preliminary inspections will be made in writing and will include the estimated cost time.
3. The Administrator will perform general prioritization of applications for the purpose of presentation to the review board. Priorities are covered in Section III, “Selection”.
4. Excess housing demand will be partially addressed by the prioritization discussed in #3, above. In addition, applicants deemed to have greater repayment ability will be referred to the State Special Loans Programs. Consideration will be given in developing programs which will expend the CDBG funds in a timely manner, but yet maximize the number of families served. A prioritized waiting list will be developed so that as more funds become available, families will be reviewed in priority order. All Special Loans Programs cases will be handled using regular SLP procedures
5. Underwriting will be performed prior to presentation to the Housing Review Board. The Administrator will utilize the State Special Loans Program underwriting form. Applicants who expend more than 28% of their income for housing expenses will be deemed unable to repay a loan.
6. The Administrator will prepare recommendations for action by the Review Board and will mail this material to the Board in advance of the meeting at which action is being requested. In order to receive a conditional grant, the applicant must meet one of the following criteria: have income below 80% of the AREA median; be 62 years of age or older; or is spending more than 30% of his gross income on housing, exclusive of utilities.

III. SELECTION

1. Efforts will be made to provide assistance on a first-come, first-served basis, however, severity of need will take precedence. Severity of need will be based on the following criteria:
 - One or more occupants of the dwelling is age 62 or older.
 - One or more occupants of the dwelling is handicapped.
 - Condition of the dwelling is a threat to the health and/or safety of the occupants.
 - Total household income is below 50% of the County median.
2. The Housing Review Board will meet as needed. The Board will review applications and recommendations from the Program Administrator and will make decisions as to which shall be funded and the method of financing. Grievances and appeals against the decision of the Housing Review Board will be made in writing within 30 days after notification of the Board's decision. Additional information not presented at the time of the meeting must be requested with the request for an appeal hearing. Appeals will be referred to the County Administrator who will act on them within 30 days of receipt. Applicants may further appeal to the County Commissioners within 30 days after the decision of the County Administrator. Applicants will be notified of the grievance procedures upon notification of action by the Board on their cases.
3. Upon application approval, the Administrator will send appropriate documentation to the Maryland Historical Trust for the Section 106 review.
4. The Inspector will perform a detailed, written work-up for each approved case.

IV. STRUCTURE OF FINANCIAL ASSISTANCE

1. The average amount of assistance is expected to be \$20,000. The maximum grant amount will be \$30,000. Total improvements may exceed \$30,000 if the after-rehab value of the dwelling is in excess of all mortgage amounts and the home can be brought into compliance using what is still considered to be moderate to of these substantial rehabilitation guidelines. CDBG Awards exceeding \$30,000 shall be in the form of 0% interest loans; payment amounts to be determined using the Special Loans Program underwriting worksheet. Recipients must make payments as scheduled to the County Treasurer's Office until the entire principal amount of the debt is retired; there is no expiration on the term of the loans. The Board may alternatively elect to supplement the \$30,000 maximum grant amount with loan funding through the State Special Loans Program. Payment and interest would be set by SLP according to their Program guidelines and loans would be serviced through their agency.
2. In cases of the sale or cash-out re-financing of rehabilitated properties, the County must be re-paid the balance of the loan or grant per the terms outlined in the agreement. Reverse mortgages are not permitted while liens are still in effect. The following tiered system applies for liens placed on houses rehabilitated through a CDBG grant:
 - Tier I- \$0 to \$12,500 grant requires a five (5) year lien

Tier II- \$12,501 to \$25,000 grant requires a ten (10) year lien
 Tier III- \$25,001 to \$30,000 grant requires a fifteen (15) year lien.

A tiered portion of the grant amount must be repaid if the dwelling is sold after rehabilitation and prior to the expiration of the grant term. Repayment is required according to the following schedule:

For five year liens:

Sale in the first year:	100% grant repayment
Sale in the second year	80% grant repayment
Sale in the third year	60% grant repayment
Sale in the fourth year	40% grant repayment
Sale in the fifth year	20% grant repayment

The grant mortgage will be released after the fifth year and no repayment is required thereafter.

For ten year liens:

Sale in the first year:	100% grant repayment
Sale in the second year	90% grant repayment
Sale in the third year	80% grant repayment
Sale in the fourth year	70% grant repayment
Sale in the fifth year	60% grant repayment
Sale in the sixth year	50% grant repayment
Sale in the seventh year	40% grant repayment
Sale in the eighth year	30% grant repayment
Sale in the ninth year	20% grant repayment
Sale in the tenth year	10% grant repayment

The grant mortgage will be released after the tenth year and no repayment is required thereafter.

For fifteen year liens:

Sale in the first year:	100% grant repayment
Sale in the second year	93% grant repayment
Sale in the third year	87% grant repayment
Sale in the fourth year	80% grant repayment
Sale in the fifth year	73% grant repayment
Sale in the sixth year	67% grant repayment
Sale in the seventh year	60% grant repayment
Sale in the eighth year	53% grant repayment
Sale in the ninth year	47% grant repayment
Sale in the tenth year	40% grant repayment
Sale in the eleventh year	33% grant repayment
Sale in the twelfth year	27% grant repayment
Sale in the thirteenth year	20% grant repayment
Sale in the fourteenth year	13% grant repayment

general specifications which detail the level of materials and workmanship quality.

VI. CONTRACTING

1. The County will advertise publicly for bids based on the work write-up prepared by the Rehabilitation Specialist. Minority and female owned firms will be encouraged to bid.
2. Contractors must complete a Qualification Form to be considered as an eligible bidder.
3. Bids will be reviewed for accuracy and responsibility and a recommendation for award will be provided to the County Commissioners. Bids will generally be awarded to the lowest bidder. The County Commissioners reserve the right to accept or reject any or all bids.
4. The County may limit the number of contracts to be awarded to one contractor during any one bid solicitation and may negotiate with other bidders for remaining contracts.
5. Following award, the Owner-Contractor Agreement will be executed by the contractor and homeowner. The Program Administrator will then issue a Notice to Proceed.
6. The contractor may request progress payments as often as needed. Payments are made following inspection by the Program Inspector and upon approval by the Program Administrator. The contractor may receive up to 75% of the total contract in this manner; the final 25% will not be paid until satisfactory completion of a final inspection and the achievement of lead clearance on applicable projects. The homeowner, Program Inspector, contractor and Program Administrator are required to sign-off on the final payment request in order for payment to be processed.
7. All work involving well and septic installation will be bid separately and will not require the certification of the Program Inspector. The Administrator will work directly with the Environmental Programs Department for this procurement. E.P. will also perform the inspections.
8. The inspector will obtain the owner's signature on the Certificate of Completion prior to the final payment being made. If there is a dispute, the inspector and Program Administrator will make the determination and document the reasons for such.
9. Any homeowner who has problems with the work after its completion, (i.e., leaking pipes) should contact the Program Administrator who will

request the inspector to ascertain the cause of the problem. If the time frame is within the one-year guarantee period, all efforts will be made to encourage the Contractor to correct the problems voluntarily. If this should prove unfeasible, the program will engage the services of another contractor to correct the work, if ample funds are available.

VII. PERMITTING PROCESS

1. The Housing Administrator will send a copy of the final work write-up to the applicable Permitting Department for a permit review. The Permitting Department will respond with a written memo listing the permits required for the project and the code which is used by the jurisdiction. The Administrator will provide the contractor with a copy of this memo when the Owner-Contractor Agreement is signed.
2. The contractor will contact the property owner to sign the permit and submit the permit to the local Permitting Department along with any required drawings or site plan and all applicable fees .
3. The contractor will notify the Department of Planning, Permits and Inspections and the Housing Administrator of the construction start date.

VIII. FINAL REHABILITATION DOCUMENTS

1. Once the contract for the work is awarded, the Administrator will prepare the following documents for signature by the homeowner:
 - Owner-Contractor Agreement
 - Lead Paint Notice
 - Grant/Loan Agreement
 - Promissory Note
 - Notice of Right of Rescission
 - FHEO Self Identification FormIn addition, a copy of the work write-up will be included in this mailing.
2. When the documents are returned to the Administrator, he or she will obtain the signature of the contractor on the Owner-Contractor Agreement. Once this is done, the Contractor will be given a Notice to Proceed.
3. The Grant/Loan Agreement will be recorded in the Office of the Clerk of Court.
4. Copies of the promissory note and Grant/Loan Agreement will be provided to the County Treasurer's Office upon signing and recordation.

**BID AND CONTRACT PROCEDURES
WORCESTER COUNTY HOUSING REHABILITATION PROGRAM**

It shall be the policy of the Worcester County Rehabilitation Program to maximize participation by minority contractors. The Program Administrator shall consult all available resources for names of minority contractors.

The procedures contained herein apply only to work funded in whole or in part with County CDBG funds. Other agencies which supplement the CDBG funds have the option of using their own procedures.

CONTRACTOR QUALIFICATION

1. An advertisement soliciting interested rehabilitation contractors shall be placed in local newspapers by the Worcester County Housing Rehabilitation Program on behalf of the property owner. This ad will contain the information necessary to request a bid package and the date that bids are due.
2. Bid packages will be mailed to those contractors requesting them.
3. Bid packages will be mailed to those contractors known to be active in the area. The following will be required of contractors:
 - a. Adequate liability insurance (\$100,000/\$300,000 for personal injury and \$100,000 for property damage), listing agent's name, amount, expiration date and name of insurer.
 - b. Name of the company bank
 - c. The names of the usual subcontractors
 - d. The names and addresses of at least two (2) recent residential rehabilitation or remodeling customers
 - e. A list of all principal officers of the company
 - f. Number and date of the Maryland Home Improvement License
4. Contractors meeting the qualifications above will be deemed acceptable and will be allowed to bid on the rehabilitation projects. This privilege is contingent on the fact that no contractor is on HUD's debarred list, has filed bankruptcy or is otherwise deemed ineligible. The Housing Specialist/Inspector and the Housing Rehabilitation Program Administrator and award of the bid by the County Commissioners shall make final selection of the contractor after an evaluation of the bid. The name of contractors who do not perform satisfactorily will be submitted to the County Commissioners with a recommendation that they not be allowed to bid on future projects.

5. Contractors will return completed and sealed bid packages to the Budget Officer no later than the date established in the advertisement. No bids will be accepted after this deadline. Faxed bids are not acceptable.
6. No items are to be omitted. All bids are to be totaled on the first page of the work write-up and signed by the contractor on the last page. Any bid which contains omitted items will be disqualified.
7. The jobs are to be bid on an individual basis, group bidding is not allowed.
8. Any questions concerning the substance of the work write-up should be clarified before the bid is submitted. No change orders may be made without the approval of the Worcester County Housing Rehabilitation Program Administrator. The submitting of bids shall be taken as a contractor's acknowledgement of the adequacy of the scope of work unless the bid is accompanied by a statement expressing the contractor's questions or concerns.
9. Bids will be reviewed by the Housing Specialist/Inspector and the Program Administrator. All bids will be opened publicly and read aloud at a specified time.
10. The contract for approved applications will be awarded consistent with the County's purchasing policy. Generally this will be the low bidder provided that he or she has met all eligibility criteria, and that the bid covers all items on the work write-up and that the bid appears to be feasible and responsive. The County Commissioners will award the contract at a regular meeting. It is the general policy of the program to use general contractors. However, there may be instances where work to only one trade is to be done. In these cases, the Administrator may solicit the appropriate subcontractor. All well and septic work will be bid separately.
WORCESTER COUNTY RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS.

CONTRACT PROCEDURES

1. A contract for construction work financed by a rehabilitation grant or loan shall be undertaken between the contractor and the property owner. The County will not be a party to such a contract, but will act on the recipient's behalf in bidding, contract award and inspections of work completed.
2. The form of the contract shall be as follows: a single document, containing the general conditions and specifications for the work performed. The bid form is included in the contract by reference.
3. General contract provisions shall be required in all rehabilitation construction contracts, including:

- A provision that a written “Proceed to Work” order within a “to be determined” number of days is issued
 - A provision that the Contractor will be paid the contract price according to a payment schedule specified within the contract when work is satisfactorily completed. Payment will be made as soon as possible after receipt of the contractor’s invoice and for final payments receipt of release of liens by the contractors, suppliers and laborers involved.
4. The Contractor shall be required to follow the following provisions:
- Comply with all County inspection requirements
 - Perform all work in accordance with applicable standards and requirements, whether or not covered by the work specifications.

OWNER/CONTRACTOR DISPUTES

If a dispute between the homeowner and contractor concerning workmanship, quality of materials, or scope of work occurs, the Program Inspector will meet with both parties to discuss their concerns. The Program Inspector will advise the homeowner and contractor, in writing, of the recommended resolution. If both parties are not satisfied with the recommended resolution, they may respond in writing to the Program Administrator within 10 days of the date of the notice from the Inspector. The Program Administrator will meet with the homeowner, contractor and inspector at the property, listen to the concerns of all parties and evaluate the disputed work. The Program Administrator will respond in writing within 10 days of the meeting. If the homeowner or contractor do not accept the final resolution of the Program, the dispute will be referred for independent arbitration as provided for in the terms of the Worcester County Housing Rehabilitation Owner-Contractor Agreement.

CHANGE ORDERS

It is the policy of the Worcester County Housing Rehabilitation Program to carefully evaluate change orders. Every effort will be made to ensure that the work write-ups are complete and accurate representations of the work to be done in accordance with program guidelines. We require contractors to clarify any questions regarding the work write-up prior to the submission of a bid.

For other items on which change orders may be required, the following procedures will apply, regardless of whether the request for a change is initiated by the contractor or a homeowner:

1. The contractor is required to telephone both the Program Administrator and the Project Inspector with a verbal explanation of the situation.

2. The Project Inspector will visit the job site to render an opinion on the need for the change. If the Project Inspector recommends denial of the change order, this decision shall be final.
3. If the Project Inspector finds that the request is justified, he will so inform the Program Administrator who will render the final judgment. The Inspector will also give his opinion as to the reasonable cost of the proposed change.
4. Change orders which would bring the total grant amount above the maximum are not permitted. In cases of this nature, every attempt will be made to substitute a change for an originally approved item which is of lesser importance or to seek funds from other programs.
5. The Program Administrator will require the contractor to fill out and sign a change order form prior to permitting work to proceed.

RECRUITMENT OF MINORITY, SMALL, AND FEMALE CONTRACTORS

It is the policy of the County to attempt to recruit and assist small, female and minority contractors. Solicitations for bids will be placed in local newspapers. Additionally, the Administrator will attempt to locate such contractors and place them on the builder's list. He/she will consult such sources as the Maryland Department of Transportation Business Directory, the Lower Shore Contractors Association (a minority association), Shore-Up!, and O.U.R. Community, as well as any other group known to have knowledge of minority, small and female contractors.

Federal Labor Standards Provisions

U.S. Department of Housing
and Urban Development
Office of Labor Relations**Applicability**

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been

communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who

is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by

the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) **Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be

awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1010, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration . . . makes, utters or publishes any statement knowing the same to be false . . . shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$40 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

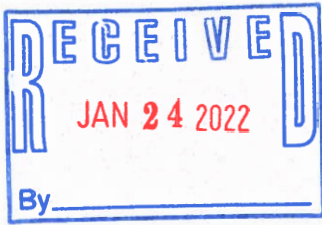
(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety. The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.



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

BILLY BIRCH
DIRECTOR

To: Weston Young, Chief Administrative Officer

From: Billy Birch, Director of Emergency Services

A handwritten signature in black ink, appearing to read "B. Birch", enclosed in a hand-drawn oval.

Re: Maryland 911 Board project approval #22-195

Date: January 24, 2022

The Department of Emergency Services is seeking authorization to proceed with Maryland 911 Board Project #22-195, in the amount of \$2,431.00, for Emergency Telecommunicator Course Manuals.

This project is to purchase manuals for new hires to use for upcoming training.

There will be zero cost to the county since this \$2,431.00 will be reimbursed by the Maryland 911 Board.

I am available to answer any questions at your convenience.

Attachments (1)



Maryland Department of Emergency Management

Maryland 9-1-1 Board

6776 Reisterstown Road – Suite 207, Baltimore, Maryland 21215-2362
(410) 585-3108 • mdem.maryland.gov

STATE OF MARYLAND

LARRY HOGAN
GOVERNOR

January 11, 2022

BOYD K. RUTHERFORD
LT. GOVERNOR

RUSSELL J.
STRICKLAND
ACTING SECRETARY

JACK MARKEY
CHAIRMAN

SCOTT ROPER
EXECUTIVE DIRECTOR

JUMARY WEST
FISCAL COORDINATOR

Mr. Timothy Coale
Worcester County 9-1-1 Center
1 West Market Street
Courthouse Room 1002
Snow Hill, MD 21863

RE: ENSB Project # 22-195 Worcester County

Dear Mr. Coale:

Under authority granted by the Board, The Office of the Executive Director has approved your request for Emergency Telecommunicator Course manuals, protocol training and NENA Training for your county's 9-1-1 Specialists in an amount not to exceed \$2,431.00, per your County's request. This funding is contingent upon the availability of funds in the Trust Fund.

Per these time limits, you must award a contract for this project within six months from the date of this letter and the project must be completed within one year of the date of this letter. If these deadlines are not met, you must notify the Office of the Executive Director and may be required to appear before the Board to explain the circumstance surrounding the delay of this project.

Once the entire project or billable portion has been completed, you can be reimbursed for the costs or the Board can pay the vendor directly. If you want to be reimbursed, please send me a letter specifying the amount of the reimbursement and include a copy of the invoice and a copy of the cancelled check along with the county's federal tax ID number. If you want the Board to pay the bill directly forward the invoice accompanied by a letter specifying that the materials or services have been received/installed to your satisfaction, specifying the amount to be paid, and requesting direct payment. The invoice will then be processed for payment directly from the Trust Fund account. **The vendor's/county's Federal ID number must be included or the package will be returned without being processed.**

Thank you for your patience in this matter. Should you have any additional questions, please feel free to contact me at 410-585-3108.

Sincerely,

Scott G. Roper

Scott Roper
Executive 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

BILLY BIRCH
DIRECTOR

To: Weston Young, Chief Administrative Officer

From: Billy Birch, Director of Emergency Services

Re: Snow Hill Shelter Replacement

Date: January 24, 2022

The Department of Emergency Services is seeking authorization to proceed with the release of this Request for Proposal (RFP) for the replacement of the Snow Hill shelter located at the base of the Snow Hill water tower. This shelter is a mission essential infrastructure that needs to be replaced as soon as possible.

Due to the criticality of the systems located in this shelter this will be a time sensitive project which will require immediate transitions of multiple state, county, and local communications systems. Additionally, this is a storm rated structure that must meet federal and state guidelines for resiliency.

We currently have assigned fund balance funding set aside for this project however due to current price increases in construction goods and labor costs this project will require additionally over expenditure funding. ARPA funding may apply to this if the commissioners wish to use them.

I am available to answer any questions at your convenience.

Attachments (2)

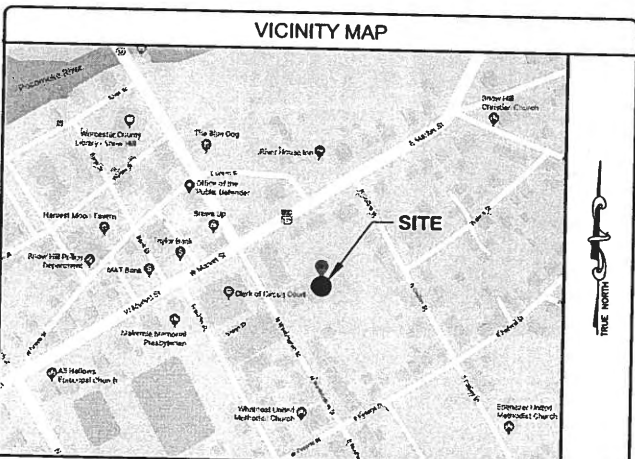


SITE NAME: SNOW HILL WT

114 N WASHINGTON STREET
SNOW HILL, MD 21863
WORCESTER COUNTY



SITE INFORMATION	
SCOPE OF WORK:	PROJECT CONSISTS OF INSTALLING (1) NEW EQUIPMENT SHELTER AND (1) NEW CONCRETE PAD FOR A PROPANE TANK.
911 SITE ADDRESS:	114 N WASHINGTON STREET SNOW HILL, MD 21863
LATITUDE (NAD 83):	38° 10' 30.3480"
LONGITUDE (NAD 83):	-75° 23' 30.9408"
JURISDICTION:	WORCESTER COUNTY
ZONING:	R3
USE & OCCUPANCY GROUP:	U
CONSTRUCTION TYPE:	III
TAX ACCOUNT NUMBER:	02-018721
PARCEL AREA:	0.20± ACRES
PARCEL OWNER:	MAYOR & CITY COUNCIL OF SNOW HILL
ADDRESS:	PO BOX 348 SNOW HILL, MD 21863
GROUND ELEVATION:	32.0' (AMSL)



DIRECTIONS

FROM: BALTIMORE WASHINGTON INTERNATIONAL AIRPORT:
DEPART TOWARD FRIENDSHIP RD. KEEP STRAIGHT ONTO FRIENDSHIP RD. KEEP RIGHT TOWARD ELM RD. KEEP STRAIGHT ONTO ELM RD. TURN RIGHT ONTO TERMINAL RD. TURN RIGHT ONTO MD-170 N / AIRPORT LOOP / AVANTON BLVD. KEEP STRAIGHT ONTO MD-182 E / AIRPORT LOOP / AVANTON BLVD. TURN LEFT ONTO MD-178 E / DORSEY RD. TAKE RAMP RIGHT FOR 147 S. KEEP STRAIGHT ONTO ROAD. TAKE RAMP LEFT FOR US-301 NORTH / US-50 EAST TOWARD ANNAPOLIS / BAY BRIDGE. TAKE RAMP RIGHT FOR US-50 EAST TOWARD OCEAN CITY. KEEP STRAIGHT ONTO US-50 E / OCEAN GATEWAY. TAKE RAMP RIGHT FOR MD-12 TOWARD SALISBURY / SNOW HILL. TURN LEFT ONTO MD-12 S. KEEP STRAIGHT ONTO N WASHINGTON ST. ARRIVE AT N WASHINGTON ST. THE LAST INTERSECTION IS US-113 BR / MD-384.

CODE COMPLIANCE

ALL WORK AND MATERIALS SHALL BE PERFORMED AND INSTALLED IN ACCORDANCE WITH THE CURRENT EDITIONS OF THE FOLLOWING CODES AS ADOPTED BY THE LOCAL GOVERNING AUTHORITIES. NOTHING IN THESE PLANS IS TO BE CONSTRUED TO PERMIT WORK NOT CONFORMING TO THE LATEST EDITIONS OF THE FOLLOWING CODES.

- 2015 INTERNATIONAL BUILDING CODE
- 2015 INTERNATIONAL RESIDENTIAL CODE
- 2015 INTERNATIONAL ENERGY CODE
- 2017 NATIONAL ELECTRIC CODE
- MARYLAND ACCESSIBILITY CODE
- WORCESTER COUNTY FLOODPLAIN MANAGEMENT CODE BR 2-301

DRAWING INDEX	
T-1	TITLE SHEET
SP-1	SITE PLAN
C-1	COMPOUND PLAN
D-1	DETAIL SHEET

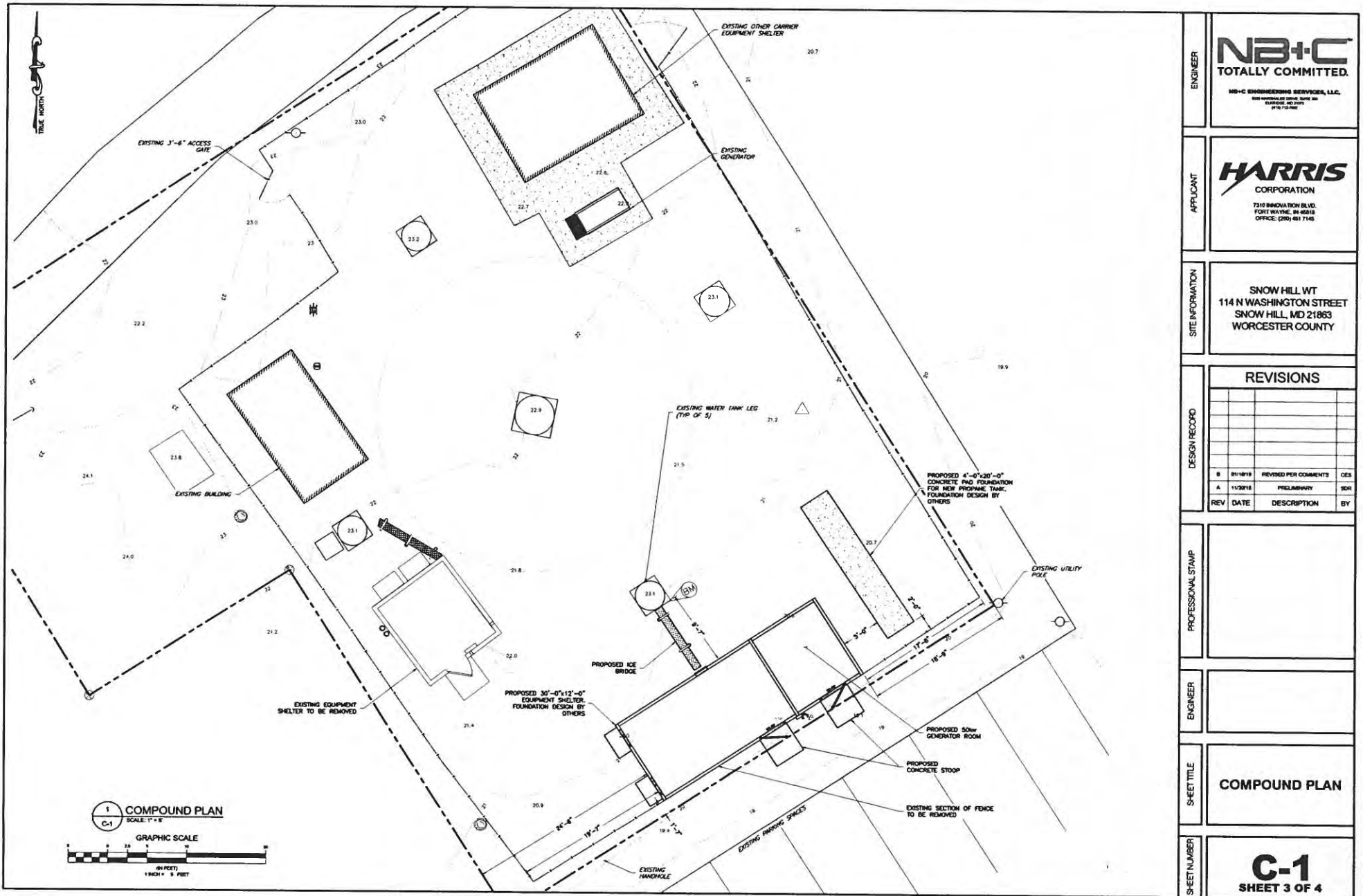
DO NOT SCALE DRAWINGS

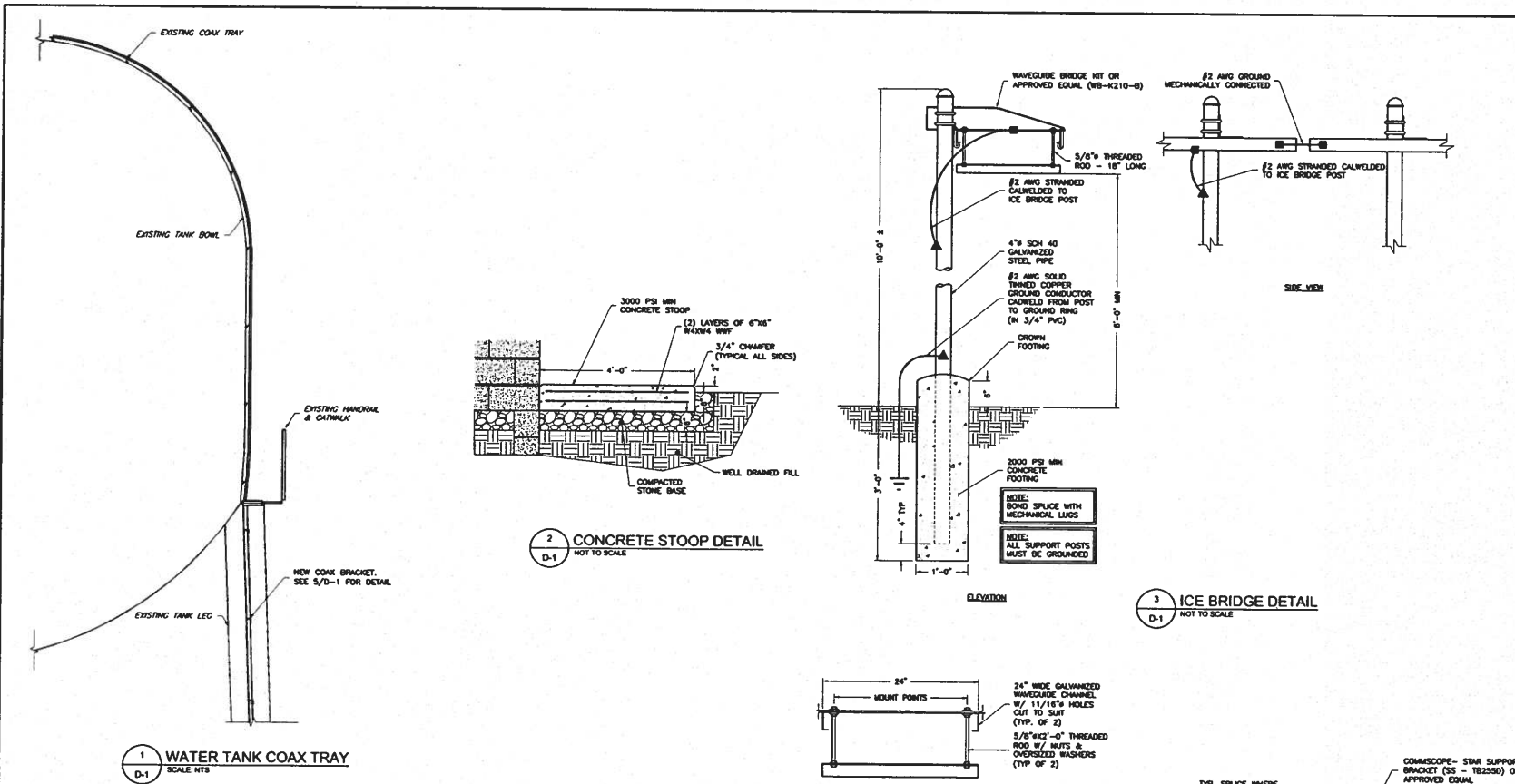
THESE DRAWINGS ARE FORMATTED TO BE FULL-SIZE AT 24"X36". CONTRACTOR SHALL VERIFY ALL PLANS AND EXISTING DIMENSIONS AND CONDITIONS ON THE JOB SITE AND SHALL IMMEDIATELY NOTIFY THE DESIGNER / ENGINEER IN WRITING OF ANY DISCREPANCIES BEFORE PROCEEDING WITH THE WORK OR MATERIAL ORDERS OR BE RESPONSIBLE FOR THE SAME. CONTRACTOR SHALL USE BEST MANAGEMENT PRACTICE TO PREVENT STORM WATER POLLUTION DURING CONSTRUCTION.

APPROVAL BLOCK			
	DATE	APPROVED	DISAPPROVED / RE-USE
PROPERTY OWNER	_____	<input type="checkbox"/>	<input type="checkbox"/>
SITE ACQUISITION	_____	<input type="checkbox"/>	<input type="checkbox"/>
CONSTRUCTION MANAGER	_____	<input type="checkbox"/>	<input type="checkbox"/>
ZONING	_____	<input type="checkbox"/>	<input type="checkbox"/>
RF ENGINEER	_____	<input type="checkbox"/>	<input type="checkbox"/>

PROJECT TEAM	
APPLICANT:	HARRIS CORPORATION 7310 INNOVATION BLVD FORT WAYNE, IN 46818 OFFICE: (240) 451 7145
PROJECT MANAGEMENT FIRM:	NETWORK BUILDING + CONSULTING, LLC. 5095 MARSHALLEE DRIVE, SUITE 300 ELKRDGE, MD 21075 (410) 712-7092
ENGINEERING FIRM:	NB+C ENGINEERING SERVICES, LLC. 8096 MARSHALLEE DRIVE, SUITE 300 ELKRDGE, MD 21075 (410) 712-7092

ENGINEER	NB+C TOTALLY COMMITTED. NB+C ENGINEERING SERVICES, LLC. 695 INNOVATION BLVD, SUITE 300 FORT WAYNE, IN 46818 (240) 451 7145																
APPLICANT	HARRIS CORPORATION 7310 INNOVATION BLVD. FORT WAYNE, IN 46818 OFFICE: (240) 451 7145																
SITE INFORMATION	SNOW HILL WT 114 N WASHINGTON STREET SNOW HILL, MD 21863 WORCESTER COUNTY																
DESIGN RECORD	<table border="1"> <thead> <tr> <th colspan="4">REVISIONS</th> </tr> <tr> <th>REV</th> <th>DATE</th> <th>DESCRIPTION</th> <th>BY</th> </tr> </thead> <tbody> <tr> <td>B</td> <td>9/1/2018</td> <td>REVISED PER COMMENTS</td> <td>GES</td> </tr> <tr> <td>A</td> <td>11/30/18</td> <td>PRELIMINARY</td> <td>SR</td> </tr> </tbody> </table>	REVISIONS				REV	DATE	DESCRIPTION	BY	B	9/1/2018	REVISED PER COMMENTS	GES	A	11/30/18	PRELIMINARY	SR
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SHEET NUMBER	T-1 SHEET 1 OF 4																





- GENERAL NOTES**
1. THE CONTRACTOR SHALL COMPLY WITH ALL APPLICABLE CODES, ORDINANCES, LAWS AND REGULATIONS OF ALL MUNICIPALITIES, UTILITIES COMPANY OR OTHER PUBLIC AUTHORITIES.
 2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL PERMITS AND INSPECTIONS THAT MAY BE REQUIRED BY ANY FEDERAL, STATE, COUNTY OR MUNICIPAL AUTHORITIES.
 3. THE CONTRACTOR SHALL NOTIFY THE CONSTRUCTION MANAGER, IN WRITING, OF ANY CONFLICTS, ERRORS OR OMISSIONS PRIOR TO THE SUBMISSION OF BIDS OR PERFORMANCE OF WORK. MINOR OMISSIONS OR ERRORS IN THE BID DOCUMENTS SHALL NOT RELIEVE THE CONTRACTOR FROM RESPONSIBILITY FOR THE OVERALL INTENT OF THESE DRAWINGS.
 4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING SITE IMPROVEMENTS PRIOR TO COMMENCING CONSTRUCTION. THE CONTRACTOR SHALL REPAIR ANY DAMAGE CAUSED AS A RESULT OF CONSTRUCTION OF THIS FACILITY.
 5. THE SCOPE OF WORK FOR THIS PROJECT SHALL INCLUDE PROVIDING ALL MATERIALS, EQUIPMENT AND LABOR REQUIRED TO COMPLETE THIS PROJECT. ALL EQUIPMENT SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS.
 6. THE CONTRACTOR SHALL VISIT THE PROJECT SITE PRIOR TO SUBMITTING A BID TO VERIFY THAT THE PROJECT CAN BE CONSTRUCTED IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.
 7. CONTRACTOR SHALL MAKE A UTILITY "ONE CALL" TO LOCATE ALL UTILITIES PRIOR TO EXCAVATING.
 8. IF ANY UNDERGROUND UTILITIES OR STRUCTURES EXIST BENEATH THE PROJECT AREA, CONTRACTOR MUST LOCATE IT AND CONTACT THE APPLICANT & THE OWNER'S REPRESENTATIVE.
 9. THIS PLAN IS SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD.
 10. THE PROPOSED FACILITY WILL CAUSE ONLY A "DE MINIMIS" INCREASE IN STORMWATER RUNOFF. THEREFORE, NO DRAINAGE STRUCTURES ARE PROPOSED.
 11. NO SIGNIFICANT NOISE, SMOKE, DUST, OR ODOR WILL RESULT FROM THIS FACILITY.
 12. THE FACILITY IS UNMANNED AND NOT INTENDED FOR HUMAN HABITATION (NO HANDICAP ACCESS REQUIRED).
 13. THE FACILITY IS UNMANNED AND DOES NOT REQUIRE POTABLE WATER OR SANITARY SERVICE.

NB+C
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WORCESTER COUNTY

REVISIONS

REV	DATE	DESCRIPTION	BY
B	01/18/18	REVISED PER COMMENTS	CES
A	11/20/18	PRELIMINARY	SDR

PROFESSIONAL STAMP

ENGINEER

SHEET TITLE
DETAIL SHEET

SHEET NUMBER
D-1
SHEET 4 OF 4

TECHNICAL SPECIFICATIONS**1. Summary**

This solicitation is for the purchase and turnkey installation of one (1) 12x28 ft. equipment shelter, with a 40 kw back-up generator, 12x28 ft. concrete shelter foundation and LPG fuel tank installed in compliance with Motorola R56 requirements. Shelter to be utilized to house Fiber Optic Point of Presence, Microwave radio equipment and radio base stations.

A. Site Preparation Work

1. Contractor shall be responsible for all permitting and inspection required by applicable code.
2. Contractor shall be responsible for performing all due-diligence regarding site plan, site conditions and equipment configuration. Contractor shall consult with specified UPS manufacturer and generator manufacturer to ensure electrical and electronic compatibility of UPS/Generator combination.
3. Locating of any buried electrical, gas, fiber optic and/or telephone cables on all of the property affected by the site construction and installation of electrical and communications conduits.
4. Contractor shall coordinate conduit and associated fiber optic entrance considerations with the County's Wide Area Network contractor, Skyline Technology Solutions of Glen Burnie, MD.
5. Construct one (1) 12x28ft equipment shelter foundation. The foundation design shall be approved by the shelter manufacturer. At a minimum their footers will extend at least 6 IN below the local frost line. The installation of the concrete equipment shelter foundation shall include integrated continuous stoops for the doors and be designed to support a 12x28x10ft concrete equipment shelter (height is inside dimension). Foundation must be acceptable to local permitting and inspection officials and permitting shall be considered within the project scope.
6. Install shelter ground rings per the latest version of Motorola R56 installation standards. This will include at least one test well per site. Test wells shall not interfere with vehicular traffic.
7. The contractor shall restore all areas which have been disturbed during construction.

12x28 ft Shelter with 40 Kw Generator:

1. Shelter installations must be in conformance with manufacturer's requirements for application of warranties provided by the manufacturer as well as be compliant with the current version Motorola R56 requirements.
2. The equipment shelter supplied shall be a one-piece concrete communications equipment shelter and include a 40 Kw vapor propane fueled generator, 200-amp integrated load center, such as a Transtector ISP Series, incorporating the main service disconnect, manual transfer switch, surge protection and load center with installation. The supplied equipment shelter shall be nominally sized 12x28x10 ft (height is inside dimension) and configured with two rooms as depicted in the Attachment – Typical Equipment Shelter with Generator.
3. The double room shelter shall be provided with a NEMA 4, 250 Volt D.C., 600 Volt A.C. 200-amp, weatherproof emergency generator receptacle (Appleton AJA20044-200), mounted on the front of the shelter to allow connection of a suitable portable Emergency Generator in case of failure of the internal generator during a power outage. The generator receptacle shall be located in such a place that it will not interfere with the operation of the equipment room door. The receptacle's operation will be controlled by operating the manual transfer switch inside the equipment shelter. A permanent label type diagram shall be provided at either the receptacle or manual transfer switch showing pin assignments for L1-L2-N-G.
4. Furnish a compatible Appleton plug such as AP20044CD with 50 Ft of conductors terminated in a pig tail. The plug will be designed to interface a portable generator with the Appleton receptacle mounted on the building. The plug will be weatherproof and the conductors will be adequately insulated and weatherproofed. They should be sized to safely connect a temporary generator and mitigate any voltage drop. The cable assembly will be provided with the shelter and installed inside the generator compartment on an adequately sized hose bib in accordance with the attached shelter layout. If made of a conductive material the cable holder will be bonded per the latest version of R56. At the unfinished end, conductors shall be identifiable either through conductor insulation color or a durable colored heat shrink tubing of Black, Red, White and Green to indicate L1-L2-N-G.
5. The double room shelter shall be provided with a NEMA 4, 250 Volt D.C., 600 Volt A.C. 200-amp, weatherproof emergency generator docking station, mounted on the front of the shelter to allow connection of a suitable portable Emergency Generator in case of maintenance activities associated with the fixed generator. This mobile generator dock shall interrupt the connection

between the fixed generator and automatic transfer switch. This dock should permit the connection of a mobile generator using Cam-Lok style connectors and offer remote start contacts as well as provide a load bank connection for testing the fixed generator (Trystar DBDS-5 or equiv).

6. Two 16-port cable entry points complete with weatherproof caps shall be provided for antenna cable entry. One entry point will be located on the rear wall of the Equipment Shelter and the second entry point will be located on the end wall of the Equipment Shelter between the air conditioner units. These locations are shown in the supplied attachment. Each port within both assemblies shall be four (4) inches in diameter, and shall be located with the top of the assembly located directly under the cable rack, in four (4) rows of four (4) ports each. In addition to the cable entry points, one single four inch PVC conduit sleeve for communications conduits and one single two inch PVC conduit sleeve for possible installation of S. O. cables to the tower lighting system, both with temporary end caps shall be installed. The actual location of these penetrations and sleeves must be confirmed with the Project Manager prior to the fabrication of the shelter.
7. Cable ladders (24 inches wide) shall be mounted from the ceiling using all-thread and insulators and installed eight feet above the finished floor, as measured from the floor to the bottom of the cable ladder, as shown in Attachment – Typical Equipment Shelter with Generator.
8. Two Bard 5-ton 230/208V-Single-phase, dual (redundant) wall-mounted, vertical, self contained HVAC units with 5-kw heat strips shall be installed at the locations specified on the equipment shelter drawing. Separate circuit breakers for each unit shall be installed in the main load circuit panel. The provided HVAC units shall have sufficient capacity for the Equipment Shelter size supplied, fully loaded with equipment. Each unit shall contain a time delay startup relay, low ambient control, and a forced air resistive heat strip. The HVAC controller shall be a Bard MC-4002-AC with a humidity control feature. The outside portions of the units will be weather/rodent and tamper proof.
9. All shelters shall be equipped with 16” ventilation fans with gravity operated back draft louvers and 16” gravity intake damper with filter and hood (bug and rodent intrusion resistant). Each fan shall be connected to a thermostatic device to allow automatic fan on-off control. The openings will be provided with shutters and weather hoods. All required exhaust piping and intake and exhaust plenums required for the manufacturer’s recommended air flow shall be included as part of the installed equipment. A dry contact closure shall be provided to indicate the operation of the ventilation fans.

10. All openings in the shelter structure for the provision of entry or exit of cables, equipment, ventilation, etc. must be sealed to prevent the invasion of the shelter interior by insects, rodents and external moisture.
11. Electric baseboard heater strips shall supply heating for the generator room. A thermostat mounted on the wall opposite the heater shall control the heater strips. The heater strips shall be sufficient for the size of the generator room to maintain a room temperature of 72 degrees F.
12. Insulation shall be non-combustible, with a vapor barrier. Wall and floor thickness shall provide an R-11 (minimum) rating, and the roof shall have an R-19 (minimum) rating.
13. Concrete Construction – The wall outer finish will be natural stone aggregate finish with an aesthetically pleasing earth tone.
14. Each foundation shall be comprised of concrete piers or concrete pad with steel reinforcement. The top of the finished foundation shall be 6 inches above finished grade. The foundations shall level each shelter such that all foundation to shelter contact points shall have equal loads. The equipment shelter is to rest flush on the poured concrete foundation without showing any gaps between shelter and pad and to be level to within ½ degree. The shelter shall have an integrated continuous stoop for the doors, and steps if necessary, to provide safe entry into the shelter. Installations requiring stoops more than 24 inches above grade shall have safety rails installed.
15. The minimum floor loading design will be 300lbs. per square foot (PSF).
The minimum roof loading design will be 100lbs. per square foot (PSF).
The minimum wall loading design will be 34 lbs. per square foot (PSF).
The minimum wind loading design will be 50 lbs. per square foot (PSF).
16. Two reinforced steel finished doors shall be located on the shelter, per the attached drawings. The doors will be finished to match the appearance of the shelter. The doors shall be pre-hung, gasket sealed, insulated, approximately 3 foot by 7 foot, and in a metal frame. Doors will be supplied with door-closer, magnetic weather stripping, drip strip over door, doorstop, door sweep and a 42-inch door canopy. Door checks and door stops shall be provided along with a three (3) point locking system for maximum security. The doors will have non-removable ball bearing hinges and deadbolt locks with tamper plates installed. These deadbolt locks shall be security type with removable cylinders, such as “Best” locks. Each generator and equipment room door will be bonded to its frame with welding cable of an appropriate gauge in accordance with the latest version of R56. Braided cable will not be used.

17. The equipment shelter floor shall be covered with 1/8", 12" x 12" vinyl tile, light in color (beige, tan or white). The walls will be trimmed with a 4-inches high and 1/8-inch-thick rubber base trim against the floor.
18. The walls will be covered with a minimum of white vinyl over 1/2 inch plywood. The equipment shelter shall have a 3/4" X 4ft X 8ft plywood telephone mounting board installed as per attached shelter layout drawing.
19. Electrical installation and wiring shall conform to the latest version of the National Electrical Code. Surface mounted, grounded, duplex outlets shall be provided at five (5) foot intervals (where possible) around the interior walls. All wiring shall be installed in surface mount EMT conduit. Outlets shall be installed 18 inches above finished floor. Horizontal runs of conduit will be installed a minimum of 7 1/2 feet above the floor whenever possible with vertical connections to the surface mounted devices to minimize interference with installing equipment against the wall. Two weatherproof outlets will be installed on the exterior of the shelter. These outlets are to be located on the front and back of the shelter. Each circuit shall be labeled using a permanent labeling method at the receptacle indicating the panel and breaker.
20. Each rack position shall be furnished with three (3) circuits and each circuit shall have its own dedicated neutral, ground and 20-amp circuit breaker. Each circuit shall be terminated to a NEMA L5-20R receptacle mounted to the ceiling to fall directly adjacent to the cable tray edge. Two (2) of the circuits at each rack shall be terminated to a sub-panel for UPS power and the third terminated within the main load center. Racks #1-2 shall be supplied with one junction box each containing one 240 Volt 20-amp circuit terminated with NEAM L6-20 receptacle supplied from the main load center. All circuits will have a dedicated neutral installed in accordance with the latest Motorola R56 standard. The junction boxes will be mounted in line vertically. Each circuit shall be labeled using a permanent labeling method at the receptacle indicating the panel and break.
21. A dedicated circuit shall be installed and equipped with a NEMA L5-20R receptacle and terminated to the main load center for the purposes of powering a waveguide dehydrator to be mounted to the wall. Contractor shall locate this outlet in a location conducive for dehydrator wall mounting without interfering with other equipment.
22. An industry standard 19" equipment mounting rack shall be provided and installed for each rack position shown on the example shelter diagram attachment. Each rack shall include an integrated grounding and bonding system and threaded rails for attachment of network components. Each rack shall be bonded to the equipment ground provided in the overhead cable tray.

23. Rack positions #6 - #10 shall be equipped horizontally overhead and vertically down each rack with a fiber optic jumper cable management system such as the Panduit Fiber Routing System product line. This system shall be configured to contain, protect and ensure bend radius retention of fiber optic jumper cables between racks and between components within the same rack.
24. A 10kVA Eaton 9155 Uninterruptible Power Supply shall be supplied and installed within the shelter. This device shall be powered via the main load center, equipped with a maintenance bypass switch and feed a sub-panel to supply uninterruptable power. The UPS should contain minimally a power module and two (2) Extended Battery Modules and shall be equipped with a network card to support http access and SNMP monitoring of the device.
25. All low voltage wiring (i.e. alarm, control, etc.) shall be routed in separate conduits in accordance with the national electrical code.
26. Power to the shelter shall be fed through a properly sized 240-Volt, fused single-phase disconnect switch mounted on the exterior rear wall of the shelter. (See Attachment - Typical Equipment Shelter with Generator.).
27. Shelter is to be provided with 200-amp, 20-position (minimum) main load center, equipped with a minimum of twenty (20) 20-amp breakers. Breakers shall be "high magnetic" or high inrush current type (Square D, HM or equivalent). This box shall be installed at one end of the equipment area
28. An interior system ground (halo) with a single #2 AWG stranded wire will be provided with proper connections to the shelter and, in turn, to the tower ground system. The halo will have a 6-inch break roughly opposite the Master Ground Bar. The #2 AWG ground wire for each row of racks will be suspended on independent ground lead stand offs as outlined in the typical shelter drawing. They will be positioned to ensure the #2 AWG lead is isolated from the main cable racks. No electrical conduit is allowed to bridge the 6" gap in the halo ground. The internal ground system will be mounted on the wall using 2-inch (2") standoff insulators, connected to two (2) minimum ¼" x 5"x 24", (33-hole pairs) minimum copper master ground bus bars that are installed directly under each cable entry port. The ground bus system shall be a Harger EPK16MOT bus bar system or an approved substitute. The copper ground bars on the back-interior wall of the shelter will be connected to the corresponding exterior ground bar with stainless steel insulated feed through. The external ground bar will be connected through a minimum of three (3) 2-inch copper straps to the external building ground ring and tower grounding system. All exterior connections shall be exothermically welded to ensure proper connection. Electrical ground will be bonded to the RF ground.
29. Purchase and installation of the following lightning protection devices in the equipment shelter:

- i. An IEEE Type 1 SAD/MOV protection device shall be part of the integrated load center and approved for use in the latest version of R56.
 - ii. An IEEE Type 2 MOV protection device will be installed at the main power input inside the shelter, by means of a 60-Ampere (per "leg") breaker or fused disconnect, across the utility lugs of the transfer switch. The device will be installed inside of the equipment shelter and approved for use in the latest version of R56 such as Transtector IMAX series. Its installation will comply with the latest version of R56 and maintain the device's UL1449 (latest edition) listing.
 - iii. All surge suppression devices will have the ability to create a dry contact alarm (contact closure upon alarm). This alarm will be integrated with the shelter alarm wiring. The dry contact alarms will be enabled from the factory.
30. The Air conditioning units shall be connected to the internal (halo) grounding system only, not to the external equipment shelter grounding system.
31. 48-inch, two or four-tube, energy efficient fluorescent fixtures shall provide sufficient lighting (minimum 50-foot candles) for the shelter in accordance with the attachment. The lights shall be controlled by a wall switch / timer internal to the shelter, and located next to the entry door.
32. An exterior LED entry light shall be installed outside the main doorway of the structure (RAB Lighting ENTRA12 or equivalent). This light shall be controlled by a photoelectric sensor wired through a wall switch inside the shelter. The wall switch shall allow the light to be turned on even if the photoelectric sensor does not indicate darkness.
33. Each room of the shelter shall be equipped with smoke, heat and CO detectors.
34. The shelter shall be pre-wired, with the following functions, to a common point in the radio compartment and terminated with a split 66 Block. The 66 Block shall be mounted in the upper right-hand side of the punch block board. All alarms shall be punched down on the left-hand side of the punch block using solid wire. The 66 block will not be enclosed in any box or enclosure. All functions/alarms will be programmed to be normally open. Upon alarm they will close.
 1. High Temperature Alarm – Adjustable for over-temperature alert (may be integrated with HVAC system).
 2. Low Temperature Alarm – Adjustable for under-temperature alert (may be integrated with HVAC system).

3. High Humidity Alarm – Adjustable for over-humidity alert (may be integrated with HVAC system)
 4. HVAC Failure Alarm- derived from the HVAC controller
 5. Generator Running Alarm – Closure when generator is running.
 6. Remote Generator Start – No transfer to load (a dry contact closure will remote start the generator but will not transfer to the load if commercial power is good)
 7. Generator transfer to Load (a dry contact closure will initiate a transfer to load. If the generator is off, it will start the generator)
 8. Low Oil Pressure Alarm
 9. Low Coolant Alarm
 10. Generator Overcrank Alarm
 11. High Coolant Temperature alarm
 12. Transfer Panel Switched- indicates that the transfer panel has switched to backup power
 13. Equipment Room Door Alarm
 14. Generator Room Door Alarm
 15. Equipment Room Smoke Alarm
 16. Equipment Room Heat Detector Alarm
 17. Generator Room Smoke Alarm
 18. Generator Room Heat Detector Alarm
 19. Type I Surge Suppressor Alarm
 20. Type II Surge Suppressor Alarm
 21. Power Failure Alarm (indicates a loss of utility / generator power)
 22. Generator Room CO Alarm (indicates CO condition unsafe for entry)
 23. Equipment Room CO Alarm (indicates CO condition unsafe for entry)
 24. Ventilation Fan running
 25. Generator Low Battery / Charger Fail
 26. Spare
35. On these double room shelters, there shall be a partition wall separating the emergency generator from the room containing the RF equipment. This partition wall shall have a one (1) hour fire rating (from the inside out and outside in). The floor under this section shall be reinforced to handle additional loading. Two gravity intake louvers and one exhaust fan with gravity louvers shall be installed. All louvers and openings will be wire covered for security and prevention of entry by rodents. A separate outside door shall be installed on this room and shall be identical to the equipment room door. (See Attachment - Typical Equipment Shelter with Generator.)
36. The lighting for this room shall be controlled by a separate wall switch / timer internal to the room and located next to the entry door. Additionally, a battery powered emergency light that activates upon power failure shall be installed to illuminate the generator room.

29. The contractor shall supply with the equipment shelter a 40-Kilowatt, liquid propane vapor fueled, 1800-RPM generator, 60 Hz, 120/240-volt, single phase with a 200-amp Automatic Transfer Switch (ATS).
30. Installation shall include all materials, parts, labor, etc. to provide a fully functional generator back-up system. Included in the installed price is the transfer switch and all associated wiring as well as generator alarm programming in accordance with stated requirements. Block heaters with necessary wiring are to be included. Fuel hookup to municipal propane and fuel supply piping to the shelter is to be provided by the site work contractor. Fuel supply piping shall be non-metallic to comply with R56 single point grounding requirements. The fuel tank shall be connected to the exterior ground ring.
31. If the generator provided by the contractor is capable of remote monitoring and control via Ethernet (SNMP) interface, contractor shall specify this as an option within their proposal including cost.
32. Fuel strainers on the propane fuel systems must be installed for proper drainage to prevent moisture buildup in the line. Proper sized flex fuel lines need to be installed on all generators and the fuel line to not impede the proper flow of fuel and must not be sharply bent, or crimped. The flex jumper must be placed to ensure minimal engine vibration is transferred to the fuel solenoid assemblies to prevent rupture. The fuel line from the secondary regulator to the manifold shall not be less than 1" to minimize fuel pressure drop from no load to full load. The metal fuel line inside the room will be bonded to the internal halo where it enters the room. This can be done with a c-clamp style device at the fuel line. Proper venting of the fuel system must be installed to ensure no buildup of pressure and safe venting will occur. Fuel lines run in conduit or sleeves must be sealed from moisture. All exhaust piping that can come in contact with personnel will have a heat shield installed. Proper battery chargers must be installed for the appropriate system, either 12 VDC or 24 VDC, 110 VAC. Note: two (2) 12 VDC battery chargers is not acceptable on 24-volt systems.
33. The contractor must perform and supervise the on-site startup of the generator under full load, using a load bank. The original of this form must be completed and submitted prior to submission of an invoice for work performed. The County Project Manager or his designee must be notified in advance to attend the event at their discretion. The load bank test will be at least one hour and conducted under full load. The startup will also include the programming of all generator related alarms/function.
34. All alarm outputs from the generator are to be extended to the radio compartment via a data cable and terminated in a remote annunciator panel which provides both visual and audible alarm indications for each circuit

monitored. The annunciator panel will also provide either normally open or normally closed dry contacts which can be field selectable as needed to provide the proper inputs to the existing "66 block" for the dissemination of alarm information to the system. The annunciator panel will be located directly below the existing "66 block" in the radio compartment.

35. All wiring for the generator must be routed overhead. It is unacceptable to cross the floor with conduits.
36. An external minimum of 1/4" x 4" x 24", (36-hole pairs) copper ground bar is to be installed on the outside of the shelter directly under the main cable entry port and attached with three (3), solid tinned copper, 2-inch ground straps, to the single ground point directly below the main cable entry port. Refer to Harger EPK16MOT)
37. The shelters shall be designed and installed per the latest version of Motorola R56 to include eye wash station, first aid kit, chemical and CO2 type fire extinguishers mounted on the partition wall in the radio compartment. Fire extinguishers shall be 10# ABC dry chemical type within the generator room and 10# CO2 within the equipment room.
38. Each shelter shall include one broom and dust pan (mounted to the wall), one folding chair, one folding card table, one six-foot step ladder, one 30-gallon (plastic) garbage can and one box of 30-gallon garbage can liners. A box of disposable ear plugs shall be provided and mounted on the wall inside the generator room door.
39. An external ground ring shall be provided around each shelter foundation. Above grade ground tails will be provided. The buried external ground ring shall be in direct contact with the earth at a depth of 30 inches below the earth's surface with ground rods driven into the earth at intervals not to exceed twice the ground rod length. In the event 10-foot ground rods cannot be driven shorter rods are acceptable if driven at the proper intervals. The external ground ring is to be placed 3 feet outside each shelter foundation in order to be outside the drip line of the shelters.
40. All grounds must be bonded together. This includes the shelters, fuel tanks, fencing, and equipment shelter grounding systems, the ice bridge and the tower. The ground test reading must not normally exceed 5 OHMS. The County Project Manager shall witness this test.

D. Specifications for Installation

1. Purchase and installation of one (1) 12x28x10 ft. concrete equipment shelter (height is inside dimension) with a 40kW generator. The equipment shelter must rest flush on the poured concrete foundation without showing any gaps

between Equipment Shelter and pad and leveled to within ½ degree. Typical Equipment Shelter with Generator drawing is supplied.

2. An approved/certified shelter manufacturer representative will be on site for shelter delivery to supervise the setting of the shelter. This individual will correct any foundation gaps or any deficiencies found due to shipment. This individual will also supervise the installation of any field installable items (e.g. hoods, light fixtures, etc).
3. Provision and installation of a liquid cooled, 1800 RPM, 40 kW propane vapor fueled generator complete with a 200-Amp automatic transfer switch capable of zero cross-over (in-phase switching) and time-delay neutral switching to eliminate service interruptions of the electronic equipment. The transfer switch will also have a programmable exercise timer. Time delay neutral will be programmable from at least 0-3 seconds. The exercise timer will allow preprogramming of time and date of weekly generator runs. The transfer switch will allow the weekly generator runs to be conducted with or without load. As part of initial configuration, the generator shall be configured to exercise at 09:00 EDT on Mondays under load.
4. Purchase and installation of one (1) new 1,000-gallon LP fuel tank at the site with hookup to the generator and shall include first LP fill-up. Underground fuel supply piping shall be “plastic” high-performance polyethylene piping or equivalent and include a method of inductive tracing of utility locating purposes. The above ground piping must be UV rated rubber jacketed corrugated metallic piping. Both underground and above ground piping shall be sized so that the flow of fuel is not impeded with the system operating at full load. The fuel tank shall be connected to the ground ring.
5. Generator start-up and test under full load (using load bank) after permanent power is connected to the equipment shelter must be coordinated with the County Project Manager. The test using the load bank will be one hour. The startup will include generator alarm/function programming.
6. Purchase and install one (1) extruded metal, 24-inch wide, no cantilever ice-bridge with a four tier “tee” or “tree” trapeze cable management system to facilitate easy installation and removal of cables, such as Andrew WB-T24-4 or suitable equivalent. Ice bridge posts will be no less than 3” in diameter, spaced no more than 6’ apart. Posts will be buried 36” encased in concrete. The ice bridge will be routed in accordance with the site plan attachment and electrically insulated from the tower. The trapeze sections will be no more than four (4) feet apart. The ice bridge will be bonded to the external ground bus bars.
7. Purchase and installation, per local utility standard, of an approved 200-amp electrical service connection to include a main disconnect and at least one (1)

electric company approved meter socket. Contractor shall be responsible for pulling electrical permits and execution of required inspections.

8. Purchase and installation of schedule 40 4-inch conduits, as shown on the site plan attachment.
9. Purchase and connection of electrical wiring, per local electrical code, from the utility source to the fused disconnect on the back of the shelter and from fused disconnect located on the back of the shelter into the equipment shelter's 200-amp load center.
10. All supplied materials shall be purchased, not leased
11. The contractor will provide placards affixed to each equipment and generator room door stating there is Electro Magnetic Energy danger at the "notice" level. These signs will comply with the latest version of Motorola's R56. Contractor shall also supply signage on exterior of generator room door as required by OSHA for sound levels produced during generator run condition.

3. Commencement of Work

Work in response to this RFP shall be initiated only upon issuance of a notice to proceed from the County Project Manager that is subsequent to written communication from the County Commissioners of Worcester County indicating award of bid.

5. Approvals

Prior to ordering the following drawings/designs shall be approved by the County Project Manager:

- Shelter drawings (Final drawings will have PE stamp)
- Foundation design (Final drawings will have PE stamp)
- Shop drawings for LP tank foundation

6. Final Acceptance Sign-off

The following is required to be demonstrated to the State of Maryland Project Manager upon project completion:

- a. All deficiencies noted by the County have been corrected to the County's satisfaction.
- b. All construction materials, equipment, excess tools and other materials will be removed from the site. The shelter interior (equipment and generator room)

ITEM 4

will be swept and all protective paper removed from the floors. The site should be neat and organized.

OFFICE OF THE STATE'S ATTORNEY FOR WORCESTER COUNTY

Kristin Heiser
State's Attorney



106 Franklin Street
Snow Hill, MD 21863

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

January 27, 2022

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

Dear Commissioners:

Pursuant to your request, I am providing this memorandum with regard to the proposed increase in staffing levels for the Office of the State's Attorney, primarily due to the mandatory implementation of body-worn camera video programs by law enforcement. As you are aware, the Maryland State Police must implement their program by July 1, 2023, and the Ocean City Police Department and Worcester County Sheriff's Office have both expressed an intent to implement their programs as soon as possible. I have previously discussed the significant impact that these programs will have on the Office of the State's Attorney, and can now provide you with more detailed information to review in advance of the February 1st commissioner meeting.

Research and data show that my office requires an additional 9 prosecutors and related support staff to manage the volume of video evidence created by the body worn cameras once all law enforcement agencies have implemented their programs. For FY 23, I anticipate MSP, OCPD and WCSO, all implementing programs. To handle the volume of video evidence created by these agencies, I am requesting 12 additional staff positions in FY 23, comprised of 6 new attorney positions and 6 new legal assistant positions. The remaining 3 attorney positions and related support staff would not be requested until FY 24, after a needs evaluation. Cost estimates for staffing are as follows:

- Attorney salary = \$80,000, 6 total = \$480,000
- Legal Assistant salary = \$41,059, 6 total = \$246,354
- Total Salaries for all 12 positions = \$726,354
- One-time cost to hire new attorney (furniture, computers, equipment, licenses) = \$9,710, 6 total = \$58,260
- One-time cost to hire legal assistant (furniture, computers, equipment, licenses) = \$6,384, 6 total = \$38,304
- Total one-time cost to hire all 12 positions = \$96,564
- Total first year cost to hire all 12 positions (salary plus one-time cost) = \$822,918

In FY 23, proposed staffing would increase from 24 to 36 staff members, and possibly to 41 staff members in FY 24. The current Franklin Street office building in Snow Hill cannot accommodate this proposed increase in staffing. The Town of Ocean City has suggested two options that would provide the Office of the State's Attorney with additional office space: (1) the

unfinished 2nd floor of the new public works building, or (2) an entirely new structure that has yet to be built. I have requested and am awaiting additional information and estimates from the Town as to square footage, cost, and timeline for completion, which I hope to be able to provide to you in advance of the February 1st meeting. Current office space information is as follows:

- Current SAO Space – Franklin Street Building:
 - approximately 4,000 square feet of office space
 - includes 1 small conference room (seats 12) and 1 small lunch room (seats 4)
- Future SAO Office Space Needs:
 - If All SAO Staff housed in 1 location: Estimate: 10,000 square feet
 - If Maintain Use of Franklin Street Building: Estimate: 7,500 square feet
 - need additional office space to house approximately 25 staff members
 - including 2 large conference rooms (seats 20), a large lunch room (seats 10), file storage room and extra office space for visiting attorneys

I look forward to being able to discuss these budgetary matters with you in more detail throughout this process. I thank you in advance for your thoughtful consideration.

Very Truly Yours,



Kristin Heiser



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

BILLY BIRCH
DIRECTOR

To: Weston Young, Chief Administrative Officer

From: Billy Birch, Director of Emergency Services

Re: MD 911 Board Project for Replacement of Uninterruptable Power Supply (UPS) units

Date: January 24, 2022

The Department of Emergency Services is seeking authorization to proceed and waive bidding to replace the Uninterruptable Power Supply (UPS) units serving 9-1-1 Telephone equipment due to the age and reliability of existing equipment for both the primary and back-up 911 call centers. In the amount of \$43,514.40.

We are asking for EN NET to be the sole provider of these very specific makes and models of UPS units to standardize our inventory. Additionally, due to WC IT's previous purchasing with EN NET Worcester County is now listed under registered pricing. The funding for this purchase will come from the Maryland 911 Board and they will agree to this procurement if we choice EN NET as a sole provider since all of these items are covered expenses.

In closing, the \$43,514.40 amount for this project will be from the Maryland 911 board. If funding is denied for any reason, we will not purchase these items and will come back before this commission immediately.

I am available to answer any questions at your convenience.

Attachments (2)



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712 N. East Street
Frederick, MD 21701
301-846-9901 PH
301-846-9902 FX

ITEM 6



Thank you for the opportunity. We realize there are many vendors from which to choose. Thank you for selecting En-Net.

Quote Information:

Quote #: 047476
Version: 1
Quote Date: 10/11/2021
Terms: Net 30
Delivery: 1-30 Days ARO
FOB: Destination

Quote Name: WCG-BJ1011-UPS Update

Expiration Date: 11/09/2021

Prepared for:

MD - Worcester County Government
Brian Jones
bjones@co.worcester.md.us

Prepared by:

En-Net
Tax ID: 52-1977379
Cage Code #: 08LC5
Duns #: 947383410
CCR #: 1997J167284
E-Rate Spin #: 143034194
MD SBR #: SB12-22227
PA SB #: 342458-2014-05-SB
VA SWAM #: 626984

Rep Information:

Greg Gordon
SLED Sales Manager
301-846-9901 x7673
ggordon@en-netservices.com

Items

Line #	Qty	MFG Name	Description	Part #	Price	Ext. Price
1	2	Eaton Corporation	Powerware PW9155 15 kVA 32 Battery (2-high) - 4 Minute Full Load - 15kVA	K4151100000000	\$7,435.89	\$14,871.78
2	2	Eaton Corporation	Eaton Pw9155 External Battery Module - Lead Acid	103004192-5501	\$3,235.56	\$6,471.12
3	2	Eaton	POWER XPERT GATEWAY UPS CARD CPNT	PXGXUPS	\$302.97	\$605.94
4	2	Eaton	BYPASS POWER MODULE HARDWIRE CPNT IN/OUT	BPM125HW	\$1,102.67	\$2,205.34
5	2	Eaton Corporation	Eaton Flex Onsite - 1 Year Extended Service - Service - 24 x 7 Next Day - On-site - Maintenance - Parts & Labor	W1FLN7NXXX-0015	\$485.83	\$971.66
6	4	Eaton Corporation	Eaton Flex Onsite - 1 Year Extended Service - Service - 24 x 7 - On-site - Maintenance - Parts & Labor	W2FLN7NXXX-0015	\$970.94	\$3,883.76

Quote Summary

Total	\$29,009.60
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Manufacturer/Distributor Return and Warranty Policies Apply. Build to order products are non-cancellable and non-returnable without special exception.

Contracts Available

MD-DoIT Hardware #060B2490022
MD-DoIT PC #060B5400007
MD-DoIT Software #060B2490021
MD-MJUD Hardware #K18-0016-25L
MD-MJUD Software #K18-0002-25L

City of Baltimore #B500004091
City of Baltimore HW/SW #B500001422
COSTARS-003-418
COSTARS-006-151

MEEC - #UMD-972016
PEPPM CA - 2015 / PEPPM PA - 2015
TIPS-210101 - Technology Solutions





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712 N. East Street
Frederick, MD 21701
301-846-9901 PH
301-846-9902 FX

ITEM 6



Thank you for the opportunity. We realize there are many vendors from which to choose. Thank you for selecting En-Net.

Quote Information:

Quote #: 047577
Version: 1
Quote Date: 10/15/2021
Terms: Net 30
Delivery: 1-30 Days ARO
FOB: Destination

Quote Name: WCG-JH1015-Central Site Lane Shelter #2

Expiration Date: 11/13/2021

Prepared for:

MD - Worcester County Government
James Hamilton
jhamilton@co.worcester.md.us

Prepared by:

En-Net
Tax ID: 52-1977379
Cage Code #: 08LC5
Duns #: 947383410
CCR #: 1997J167284
E-Rate Spin #: 143034194
MD SBR #: SB12-22227
PA SB #: 342458-2014-05-SB
VA SWAM #: 626984

Rep Information:

Greg Gordon
SLED Sales Manager
301-846-9901 x7673
ggordon@en-netservices.com

Items

Line #	Qty	MFG Name	Description	Part #	Price	Ext. Price
1	1	Eaton Corporation	Powerware PW9155 15 kVA 32 Battery (2-high) - 4 Minute Full Load - 15KVA	K41511000000000	\$7,435.89	\$7,435.89
2	1	Eaton Corporation	Eaton Pw9155 External Battery Module - Lead Acid	103004192-5501	\$3,235.56	\$3,235.56
3	1	Eaton	POWER XPERT GATEWAY UPS CARD CPNT	PXGXUPS	\$302.97	\$302.97
4	1	Eaton	BYPASS POWER MODULE HARDWIRE CPNT IN/OUT	BPM125HW	\$1,102.67	\$1,102.67
5	1	Eaton Corporation	Eaton Flex Onsite - 1 Year Extended Service - Service - 24 x 7 Next Day - On-site - Maintenance - Parts & Labor	W1FLN7NXXX-0015	\$485.83	\$485.83
6	2	Eaton Corporation	Eaton Flex Onsite - 1 Year Extended Service - Service - 24 x 7 - On-site - Maintenance - Parts & Labor	W2FLN7NXXX-0015	\$970.94	\$1,941.88

Quote Summary

Total	\$14,504.80
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Manufacturer/Distributor Return and Warranty Policies Apply. Build to order products are non-cancellable and non-returnable without special exception.

Contracts Available

MD-DoIT Hardware #06082490022
MD-DoIT PC #06085400007
MD-DoIT Software #06082490021
MD-MJUD Hardware #K18-0016-25L
MD-MJUD Software #K18-0002-25L

City of Baltimore #B500004091
City of Baltimore HW/SW #B500001422
COSTARS-003-418
COSTARS-006-151

MEEC - #UMD-972016
PEPPM CA - 2015 / PEPPM PA - 2015
TIPS-210101 - Technology Solutions



6 - 3

JAN 26 2021



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

BILLY BIRCH
DIRECTOR

To: Weston Young, Chief Administrative Officer

From: Billy Birch, Director of Emergency Services 

Re: Uninterruptable Power Supply (UPS) battery replacements and Maintenance Contract

Date: January 24, 2022

The Department of Emergency Services (DES) is seeking authorization to proceed and waive bidding to replace the batteries in the Uninterruptable Power Supply (UPS) units, in the amount of \$67,599.91, due to the age and reliability of existing batteries that need to be replaced every four years for all six tower site locations throughout the county.

EN NET is a local vender which County IT did a procurement for the same models several months ago and they were selected. We are specifying the specific make/model due to the fact that we have 6 other identical units in service and wish to only have to train service staff on a single model and stock spare parts for a single model. The funding for this purchase will come from FY 22 assigned fund balance (which was originally \$120,000.00). This is to replace all six sites batteries and to provide a 24/7/365 maintenance contract with a guaranteed 8-hour response time if we experience any power failures.

In closing, the \$67,599.91 was set aside as assigned fund balance in FY22. This contract will serve our county very well with the guaranteed 8-hour response time.

I am available to answer any questions at your convenience.

Attachments (1)



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ITEM 7



Thank you for the opportunity. We realize there are many vendors from which to choose. Thank you for selecting En-Net.

Quote Information:

Quote #: 047365
Version: 1
Quote Date: 10/01/2021
Terms: Net 30
Delivery: 1-30 Days ARO
FOB: Destination

Quote Name: WCG-JH1001-UPS Warranty Support

Expiration Date: 10/31/2021

Prepared for:

MD - Worcester County Government
James Hamilton
jhamilton@co.worcester.md.us

Prepared by:

En-Net
Tax ID: 52-1977379
Cage Code #: 08LC5
Duns #: 947383410
CCR #: 1997J167284
E-Rate Spin #: 143034194
MD SBR #: SB12-22227
PA SB #: 342458-2014-05-SB
VA SWAM #: 626984

Rep Information:

Greg Gordon
SLED Sales Manager
301-846-9901 x7673
ggordon@en-netservices.com

Items

Line #	Qty	MFG Name	Description	Part #	Price	Ext. Price
1	1	Eaton	Eaton Flex Service Plan: Coverage Start Date: TBD/2021 Coverage End Date: TBD/2022 Term: 1 Year	Eaton Support	\$18,626.83	\$18,626.83

Eaton Flex Service Plan:

- After Hours (7x24) w/ Parts&Labor
- 8 HR Response Time
- 1x per term: UPS Preventive Maintenance, After Hours (7x24)
- PM to be used as required pre-site visit
- EOSL Status Active

Required Battery Replacement Items

Site Location	Model	Serial Number	Quantity
9758 Ocean Gateway	9155-12-15_32Batt	BK292FBB03	1
2800 Kiej Grange Rd	9155-12-15_32Batt	BK292FBB04	1
6841 Central Site Ln	9155-12-15_32Batt	BK292FBB05	1
1637 Dun Swamp Rd	9155-12-15_32Batt	BK291FBB17	1
6572 Snow Hill Rd	9155-12-15_32Batt	BK376FBB08	1
9616 Stephen Decatur Hwy	9155-12-15_32Batt	BL164FBB09	1

2	6	Eaton	Required Battery Replacement Items	P-106000226	\$8,162.18	\$48,973.08
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- All labor and parts to replace (6) P-106000226 Eaton battery kits
- Installation to be completed after business hours, anytime (7x24)
- Ground freight with dock-to-dock delivery, offloading and inside delivery by others
- Removal and EPA-approved disposal of old batteries

Site Location	Model	Serial Number
9758 Ocean Gateway	9155-12-15_32Batt	BK292FBB03
2800 Kiej Grange Rd	9155-12-15_32Batt	BK292FBB04
6841 Central Site Ln	9155-12-15_32Batt	BK292FBB05
1637 Dun Swamp Rd	9155-12-15_32Batt	BK291FBB17
6572 Snow Hill Rd	9155-12-15_32Batt	BK376FBB08
9616 Stephen Decatur Hwy	9155-12-15_32Batt	BL164FBB09

Quote Summary

Total **\$67,599.91**



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712 N. East Street
Frederick, MD 21701
301-846-9901 PH
301-846-9902 FX

ITEM 7



Thank you for the opportunity. We realize there are many vendors from which to choose. Thank you for selecting En-Net.

Manufacturer/Distributor Return and Warranty Policies Apply. Build to order products are non-cancellable and non-returnable without special exception.

Contracts Available

MD-DoIT Hardware #060B2490022
MD-DoIT PC #060B5400007
MD-DoIT Software #060B2490021
MD-MJUD Hardware #K18-0016-25L
MD-MJUD Software #K18-0002-25L

City of Baltimore #B500004091
City of Baltimore HW/SW #B500001422
COSTARS-003-418
COSTARS-006-151

MEEC - #UMD-972016
PEPPM CA - 2015 / PEPPM PA - 2015
TIPS-210101 - Technology Solutions



7 - 3



Worcester County Recreation & Parks
6030 Public Landing Road | Snow Hill MD 21863 | (410) 632-2144 | www.PlayMarylandsCoast.org

MEMORANDUM

TO: Weston S. Young, Chief Administrative Officer
Joseph E. Parker III, Deputy Chief Administrative Officer
FROM: Kelly Rados, Director of Recreation & Parks
DATE: January 24, 2021
SUBJECT: Project Requests

Pending the State’s approval of the Local Parks and Playground Infrastructure (LPPI) projects, the Recreation and Parks Department is requesting your approval to proceed with Long Fence for the fencing projects listed below. These projects were approved on December 7 and are all 100% reimbursable.

- Northern Worcester Athletic Complex Bullpens
- Showell Park Fencing Extension and Batting Cage
- John Walter Smith Park Batting Cage
- Stockton Park Fencing Project

We are requesting to utilize Long Fence for the above projects as they are an extension of the fencing projects previously completed by Long Fence. The Showell Park fencing extension and the Northern Worcester Athletic Complex Bullpens will be attached to fencing previously installed by Long Fence.

Long Fence was the previous low bidder when we initially started the fencing projects winter 2019/2020. Permission was granted in May 2020 to utilize Long Fence for the additional fence improvements since they were the previous low bidder. Proceeding with Long Fence will ensure uniform fencing throughout our parks. In addition, moving forward with Long Fence to complete these projects would help expedite the process and ensure projects will be completed for use this spring without any interruptions with currently planned programs and events.

Thank you for your consideration.

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

Attachments

cc: Jacob Stephens, Parks Superintendent



Worcester County Recreation & Parks
6030 Public Landing Road | Snow Hill MD 21863 | (410) 632-2144 | www.PlayMarylandsCoast.org

MEMORANDUM

APPROVED
Worcester County Commissioners
Date 12/7/21 WSY

TO: Weston S. Young, Chief Administrative Officer
Joseph E. Parker III, Deputy Chief Administrative Officer
FROM: Kelly Rados, Director of Recreation & Parks
DATE: November 23, 2021
SUBJECT: Local Parks and Playground Infrastructure Funding

The Recreation & Parks Department was awarded \$1,000,000 in Local Parks and Playground Infrastructure (LPPI) funding for FY 2022 through the Maryland Department of Natural Resources.

Eligible projects for this funding must be located on land owned or controlled by the county, be 100% accessible to the general public and be used for development (not acquisition) including design, construction, and/or capital equipment for indoor/outdoor park infrastructure.

These funds should be used within the Fiscal Year 2022 and follow all Program Open Space guidelines with the exception that the matching requirement is waived. These projects will be 100% reimbursed.

The projects proposed for FY22 funding through the Local Parks and Playgrounds Infrastructure Program include:

- Northern Worcester Athletic Complex Lighting Project - \$860,000
- John Walter Smith Batting Cage - \$35,000
- Showell Park Fencing Extension and Batting Cage - \$55,000
- Stockton Park Fencing Project - \$25,000
- Northern Worcester Athletic Complex Bullpens - \$25,000

Upon your approval of these projects, the attached letter will be sent to Land Acquisition and Planning Unit, Maryland Department of Natural Resources, which outlines each proposed project, for their approval.

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

Attachment

cc: Jacob Stephens, Parks Superintendent



Worcester County Recreation & Parks

6030 Public Landing Road | Snow Hill MD 21863 | (410) 632-2144 | www.PlayMarylandsCoast.org

Ms. Carrie Lhotsky
Program Administrator, Land Acquisition and Planning
Maryland Department of Natural Resources
Tawes State Office Building
580 Taylor Avenue
Annapolis, MD 21401

Ms. Lhotsky,

Below is a list of Worcester County projects proposed for FY22 funding through the Local Parks and Playgrounds Infrastructure Program.

1. Northern Worcester Athletic Complex Lighting Project:

Northern Worcester Athletic Complex is located in the northern end of Worcester County and serves as the primary location for recreation activities. In order for our department to accommodate a large increase in activity, we feel the need to install new lighting and retrofit currently lighting. The plan includes new LED lighting on two multipurpose fields that are 180' by 330' as well as retrofitting existing light poles on one multipurpose field and one senior league baseball field with LED lights. The current lights on these two fields are 25 or more years old and inconsistently work.

- a. Location: 9906 Buckingham Lane, Berlin, MD 21811
- b. Title: Northern Worcester Athletic Complex Lighting Project
- c. Phase: Design, Construction
- d. LPPI Funds Requested: \$860,000
- e. Anticipation Application Submission Date: 12/10/21
- f. Schedule: If funding is approved, bid documents would be compiled in the winter; construction to begin winter/spring 2022.

2. John Walter Smith Park Batting Cage:

John Walter Smith, being a main facility for Worcester County Recreation Programs is in need of a baseball/softball batting cage. This batting cage would extend opportunities for programming, be open to the public, and be a major asset for little league. The batting cage would be composed of black vinyl heavy duty fencing which provides for a long lifespan. The approximate dimensions of the cage would be 14' wide by 80' long.

- a. Location: 6022 Public Landing Road, Snow Hill, MD 21863
- b. Title: John Walter Smith Park Batting Cage
- c. Phase: Design, Construction
- d. LPPI Funds Requested: \$35,000
- e. Anticipation Application Submission Date: 12/10/21
- f. Schedule: If funding is approved, bid documents would be compiled in the winter; construction to begin winter/spring 2022.



Worcester County Recreation & Parks

6030 Public Landing Road | Snow Hill MD 21863 | (410) 632-2144 | www.PlayMarylandsCoast.org

3. Showell Park Fencing Extension and Batting Cage:

Showell Park is a hotspot for baseball/softball tournaments at the Northern End of the county. The proposed project includes extending a "wing" on the current fencing to 30' to protect customers at the concession stand from foul balls. The second part of this project is installing a permanent batting cage in the dimensions of 14' wide by 80' long. This batting cage would also be constructed of black vinyl heavy duty fencing, allowing for a long lifespan. This facility currently does not have a batting cage.

- a. Location: 11281 Racetrack Road, Showell, MD 21862
- b. Title: Showell Park Fencing Extension and Batting Cage
- c. Phase: Design, Construction
- d. LPPF Funds Requested: \$55,000
- e. Anticipation Application Submission Date: 12/10/21
- f. Schedule: If funding is approved, bid documents would be compiled in the winter; construction to begin winter/spring 2022.

4. Stockton Park Fencing Project:

This proposed project is to remove an old rusted safety fence at our community park located in Stockton, Maryland. The current fencing fabric would be removed. Then the poles would be sleeved over with black vinyl coated poles and new black fabric would be installed. The total length of fencing to be done is 615'. This fence is crucial to providing safety of occupants as it runs along the road at this community park.

- a. Location: 5520 Hursley Road, Stockton, MD 21864
- b. Title: Stockton Park Fencing Project
- c. Phase: Design, Construction
- d. LPPF Funds Requested: \$25,000
- e. Anticipation Application Submission Date: 12/10/21
- f. Schedule: If funding is approved, bid documents would be compiled in the winter; construction to begin winter/spring 2022.

5. Northern Worcester Athletic Complex Bullpens:

The proposed project is to install bullpens on the Senior League dimensioned baseball field at Northern Worcester Athletic Complex in Northern Worcester County. This project consists of a bullpen on each side of the field with the dimensions of 12' wide by 80' long. Installation of batting cages will make the field safer for players and spectators while providing a more enjoyable recreational experience.

- a. Location: 9906 Buckingham Lane, Berlin, MD 21811
- b. Title: Northern Worcester Athletic Complex Bullpens
- c. Phase: Design, Construction, Equipment
- d. LPPF Funds Requested: \$25,000
- e. Anticipation Application Submission Date: 12/10/21
- f. Schedule: If funding is approved, bid documents would be compiled in the winter; construction to begin winter/spring 2022.



WORCESTER COUNTY

Worcester County Recreation & Parks

6030 Public Landing Road | Snow Hill MD 21863 | (410) 632-2144 | www.PlayMarylandsCoast.org

We appreciate the opportunity to submit for these projects. Grant awards are subject to approval by the Worcester County Commissioners.

Please don't hesitate to reach out with any additional questions or needed information.

Sincerely,

Kelly Rados
Director of Recreation & Parks

CC: Jacob Stephens

MEMORANDUM

TO: Harold L. Higgins, Chief Administrative Officer
Kelly Shannahan, Assistant Chief Administrative Officer
FROM: Tom Perlozzo, Director of Recreation, Parks, Tourism & Economic Development
DATE: May 28, 2020
SUBJECT: Fence Improvements

The Recreation and Parks Department is requesting permission to bid additional fence improvements at John Walter Smith Park, Newtown Park and Showell Park as approved within the 2020-21 budget. Keep in mind those projects are approved by Program Open Space at a 90% - 10% rate. The 10% will be provided again through in-kind services via the Parks Department.

We do have an additional option of working with the prior low bidder, Long Fence, who was the successful bidder this past winter. This could expedite the process and save county funds for the project.

Please feel free to contact me should have any questions. Thanks again!

cc: Kelly Rados
Bill Rodriguez

MEMORANDUM

TO: Harold L. Higgins, Chief Administrative Officer
Kelly Shannahan, Assistant Chief Administrative Officer
FROM: Tom Perlozzo, Director of Recreation and Parks
DATE: December 10, 2019
SUBJECT: Athletic Field Fencing

The Recreation and Parks Department opened bids on December 9, 2019 for Athletic Field Fencing at Northern Worcester Athletic Complex, John Walter Smith Park and Showell Park. We received three (3) bids and recommend the low bidder of Long Fence in the amount of \$138,120. Although Anderson Fence provided an option at a lower price, it did not meet the bid specifications. The total Park Project budget is included below as a reference. In addition, the project cost(s) are an approved Program Open Space funded project with 90% reimbursed to the county.

Parks Program Open Space Grant Approved Budget:

Northern Worcester - \$565,000
Showell Park - \$200,000
John Walter Smith - \$225,000

Account Numbers:

Northern Worcester - 100.1602.540.6160.244
Showell Park - 100.1602.520.6160.244
John Walter Smith - 100.1602.510.6160.256

I have attached the bid form for your review. Please feel free to contact me at your earliest convenience should you have questions.

cc: Bill Rodriguez
Kelly Rados



8545 Edgeworth Drive
Capitol Heights, MD 20743
Tel: (301) 350-2400
Fax: (301) 336-0743
www.longfence.com

October 6, 2021

Mr. Jacob Stephens
6030 Public Landing Road
Snow Hill, MD 21863

Re: Batting Cage Fence

Showell + JWS

This proposal consists of furnishing labor and materials to install the following scope of work at the above location:

Install one batting cage enclosure with chain link roof structure 80' long x 12' wide x 12' tall to include one 4' wide pedestrian access gate 264 LF of 12' tall black vinyl thermally fused chain link fence with top rail, mid rail and bottom rail and overhead support rails every 10'

Specification of fence is as follows:

- Chain Link Fabric: 2" mesh x 9 gauge (.148 core) thermally fused vinyl coated steel
- Terminal Posts: 2 1/2" OD WT-40 vinyl coated steel
3" OD WT-40 vinyl coated steel (for 12')
- Terminal Post Footers: 10" diameter by 36" deep concrete footers
12" diameter by 36" deep concrete footers (for 12')
- Line Posts: 2" OD WT-20 vinyl coated steel
3" OD WT-40 vinyl coated steel (for 12')
- Line Post Footers: 8" diameter by 30" deep concrete footers
12" diameter by 36" deep concrete footers (for 12')
- Top Rail: 1 5/8" OD WT-20 vinyl coated steel
- Middle Rail: 1 5/8" OD WT-20 vinyl coated steel (for 12')
- Tension Wire: 7 gauge vinyl coated steel at bottom of fence
- Terminal Post Bracing: 1 5/8" OD WT-20 vinyl coated steel brace rail with truss rod and turnbuckle assembly
- Labor Warranty: One year
- Material Warranty: One year

Total Price: \$ \$23,765.00

Terms:

- 1/3 - Deposit with order
- 1/3 - Payment upon job commencement
- 1/3 - Payment upon date of final completion.

Note: Total price is based on one Mobilization to the site. Estimate valid for 14 days for purpose of acceptance by the buyer.

Exclusions: All access control by others, Power to gate operator by others, Permits, Bonds, Engineering, Survey/Stakeout, As-Built Drawings, Hand Digging, Restoration of finish grades, Spoils Removal, Seeding, Clearing, Primary and Secondary Voltage, Control Wiring, Grounding, Painting, Traffic Control, Marking of private utilities or unidentified underground utilities or resulting in damages.

LONG FENCE

- Buyer is responsible for payment of materials once released for installation / fabrication. Long Fence will invoice for the material value of the contract immediately upon written or verbal release from the customer to proceed with the installation. Long Fence will not absorb material increases that arise from the delay of others.
- Location of underground utilities or obstructions that are not identified through the local one-call service are to be marked by others. Long Fence is held harmless and indemnified against claims resulting from damages to unidentified utilities.
- Any alterations from the attached specifications or estimated quantities involving additional costs are to be considered extra to the contract price.
- All work shall be performed in compliance with industry standards and guaranteed against defects in materials and workmanship for one year.
- A finance charge of 1.5% per month will be assessed on past due balance. If balance is not paid in accordance with this agreement, purchaser agrees to all costs of litigation, including court costs and attorneys' fees in the amount of 30% of the outstanding balance.

Awaiting your approval of our proposal. Please contact me at your earliest convenience if you have any questions.

Sincerely,
Long Fence Company, Inc.



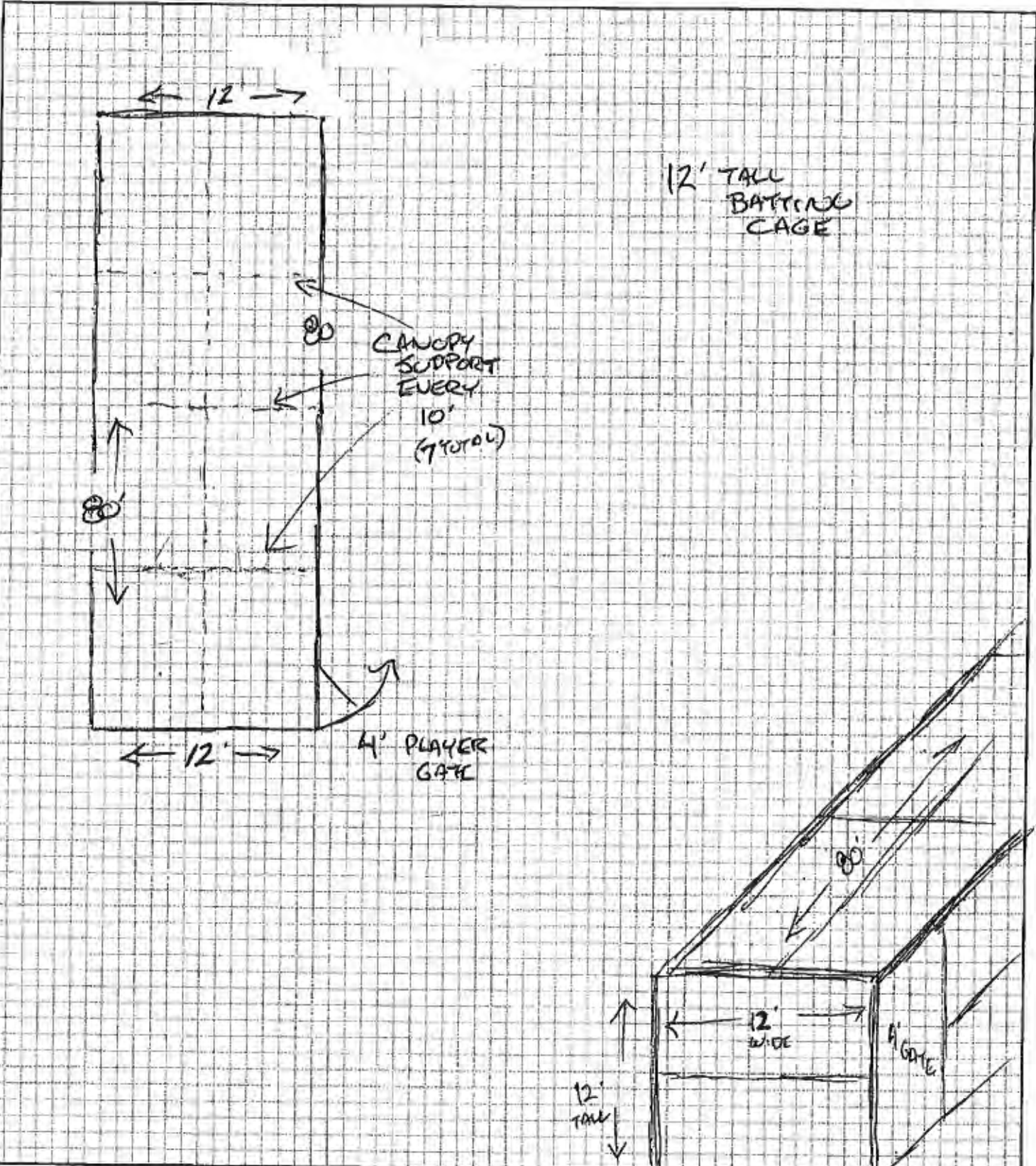
Matthew Wade
Project Manager

CUSTOMER SIGNATURE

PURCHASE ORDER

PRINT NAME & TITLE

DATE



LONG FENCE

LONG FENCE COMPANY, INC.
8545 EDGEWORTH DRIVE
CAPITOL HEIGHTS, MD 20743
301-350-2400

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Form # 1634



8545 Edgeworth Drive
Capitol Heights, MD 20743
Tel: (301) 350-2400
Fax: (301) 336-0743
www.longfence.com

October 6, 2021

Mr. Jacob Stephens
6030 Public Landing Road
Snow Hill, MD 21863

Re: *Showell Fence Extension*

This proposal consists of furnishing labor and materials to install the following scope of work at the above location:

Install approx. 60 LF black vinyl thermally fused chain link fence extension to top of existing backstop wing to include with top rail and mid rail and bottom rail

Option 1 – install additional 14’ of fabric as one run of 4’ fabric and one run of 10’ fabric
Remove all existing bracerail and re-install along with installation of new rail so that a bracerail is every 5’ to match the backstop

Subtotal: \$18,945.00

Option 2 – install an additional 12’ of fabric with a new bracerail every 4’ to match the existing backstop wing dimensions

Subtotal: \$14,986.00

Specification of fence is as follows:

- Chain Link Fabric: 2” mesh x 9 gauge (.148 core) thermally fused vinyl coated steel
- Terminal Posts: 3” OD WT-40 vinyl coated steel
- Line Posts: 3” OD WT-40 vinyl coated steel (for 12’)
- Top Rail: 1 5/8” OD WT-20 vinyl coated steel
- Additional Brace Rail: 1 5/8” OD WT-20 vinyl coated steel
- Labor Warranty: One year
- Material Warranty: One year

Total Price: \$ TBD

Terms:

- 1/3 - Deposit with order
- 1/3 – Payment upon job commencement
- 1/3 - Payment upon date of final completion.

Note: Total price is based on one Mobilization to the site. Estimate valid for 14 days for purpose of acceptance by the buyer.

Exclusions: All access control by others, Power to gate operator by others, Permits, Bonds, Engineering, Survey/Stakeout, As-Built Drawings, Hand Digging, Restoration of finish grades, Spoils Removal, Seeding, Clearing, Primary and Secondary Voltage, Control Wiring, Grounding, Painting, Traffic Control, Marking of private utilities or unidentified underground utilities or resulting in damages.



- Buyer is responsible for payment of materials once released for installation / fabrication. Long Fence will invoice for the material value of the contract immediately upon written or verbal release from the customer to proceed with the installation. Long Fence will not absorb material increases that arise from the delay of others.
- Location of underground utilities or obstructions that are not identified through the local one-call service are to be marked by others. Long Fence is held harmless and indemnified against claims resulting from damages to unidentified utilities.
- Any alterations from the attached specifications or estimated quantities involving additional costs are to be considered extra to the contract price.
- All work shall be performed in compliance with industry standards and guaranteed against defects in materials and workmanship for one year.
- A finance charge of 1.5% per month will be assessed on past due balance. If balance is not paid in accordance with this agreement, purchaser agrees to all costs of litigation, including court costs and attorneys' fees in the amount of 30% of the outstanding balance.

Awaiting your approval of our proposal. Please contact me at your earliest convenience if you have any questions.

Sincerely,
Long Fence Company, Inc.

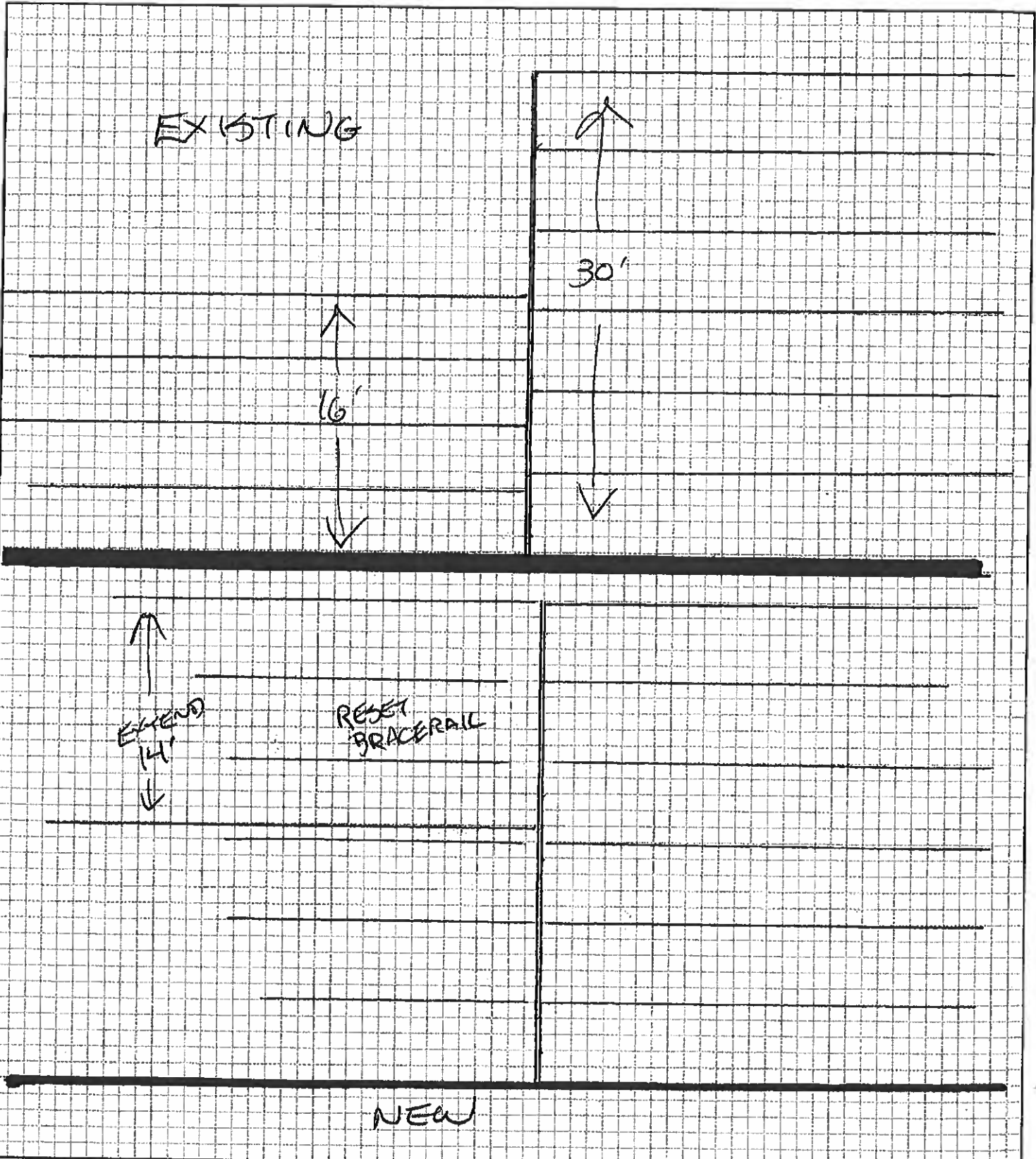
Matthew Wade
Project Manager

CUSTOMER SIGNATURE

PURCHASE ORDER

PRINT NAME & TITLE

DATE



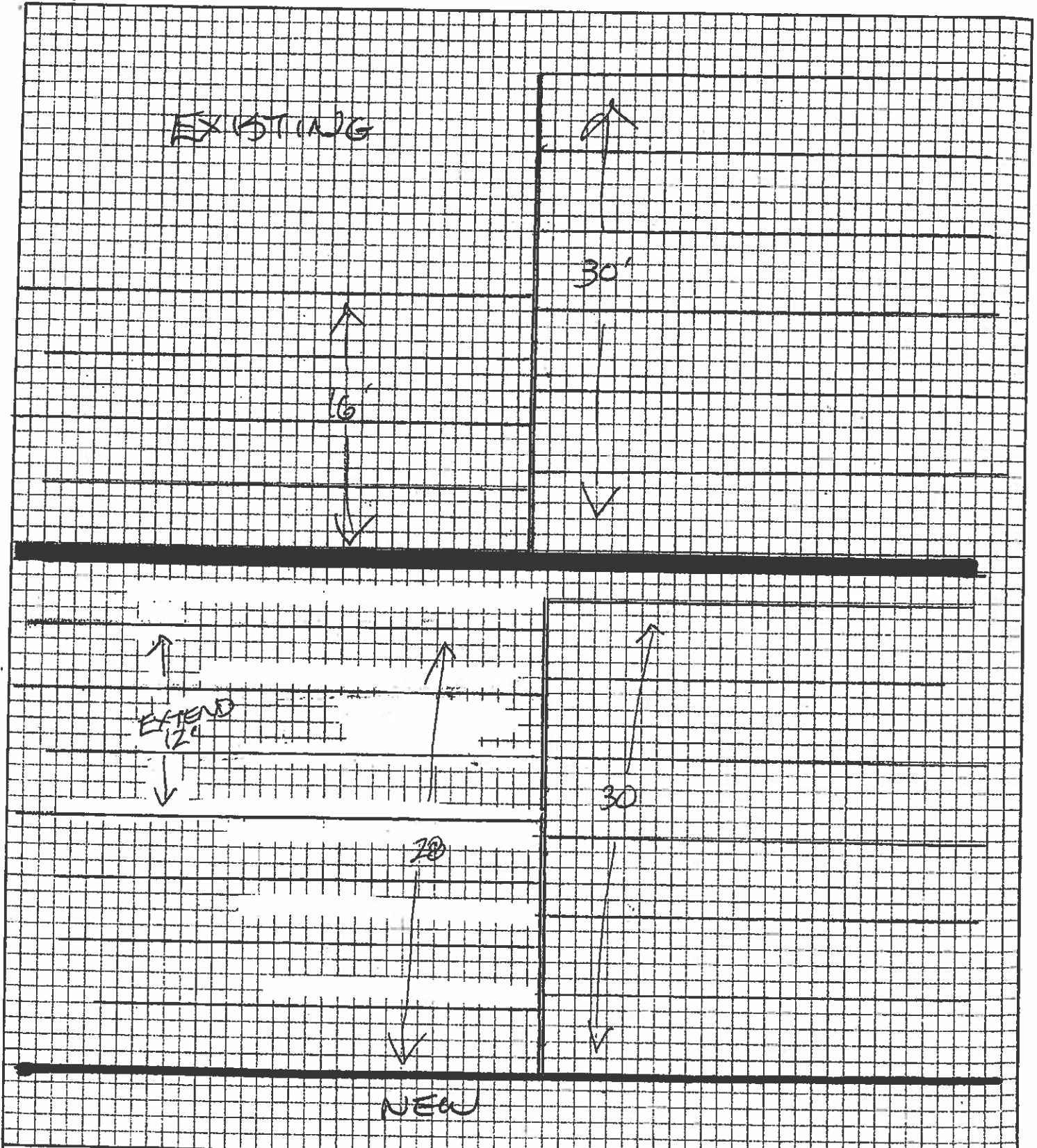
LONG FENCE

LONG FENCE COMPANY, INC.
8545 EDGEWORTH DRIVE
CAPITOL HEIGHTS, MD 20743
301-350-2400

BACKSTOP EXTENSION OPTION 1

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LONG FENCE

LONG FENCE COMPANY, INC.
8545 EDGEWORTH DRIVE
CAPITOL HEIGHTS, MD 20743
301-350-2400

BACKSTOP EXTENSION OPTION 2

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Form # 1834



8545 Edgeworth Drive
Capitol Heights, MD 20743
Tel: (301) 350-2400
Fax: (301) 336-0743
www.longfence.com

October 6, 2021

Mr. Jacob Stephens
6030 Public Landing Road
Snow Hill, MD 21863

Re: Bullpen Fence

NWAC

This proposal consists of furnishing labor and materials to install the following scope of work at the above location:

Install approx. 184 LF of 6' tall black vinyl thermally fused chain link fence with top rail and bottom tension wire and 24 LF of 12' tall black vinyl thermally fused chain link fence with top rail, mid rail and bottom tension wire

Specification of fence is as follows:

- Chain Link Fabric: 2" mesh x 9 gauge (.148 core) thermally fused vinyl coated steel
- Terminal Posts: 2 1/2" OD WT-40 vinyl coated steel
3" OD WT-40 vinyl coated steel (for 12')
- Terminal Post Footers: 10" diameter by 36" deep concrete footers
12" diameter by 36" deep concrete footers (for 12')
- Line Posts: 2" OD WT-20 vinyl coated steel
3" OD WT-40 vinyl coated steel (for 12')
- Line Post Footers: 8" diameter by 30" deep concrete footers
12" diameter by 36" deep concrete footers (for 12')
- Top Rail: 1 5/8" OD WT-20 vinyl coated steel
- Middle Rail: 1 5/8" OD WT-20 vinyl coated steel (for 12')
- Tension Wire: 7 gauge vinyl coated steel at bottom of fence
- Terminal Post Bracing: 1 5/8" OD WT-20 vinyl coated steel brace rail with truss rod and turnbuckle assembly
- Labor Warranty: One year
- Material Warranty: One year

Total Price: \$ 15,650.00

Terms:

- 1/3 - Deposit with order
- 1/3 - Payment upon job commencement
- 1/3 - Payment upon date of final completion.

Note: Total price is based on one Mobilization to the site. Estimate valid for 14 days for purpose of acceptance by the buyer.

Exclusions: All access control by others, Power to gate operator by others, Permits, Bonds, Engineering, Survey/Stakeout, As-Built Drawings, Hand Digging, Restoration of finish grades, Spoils Removal, Seeding, Clearing, Primary and Secondary Voltage, Control Wiring, Grounding, Painting, Traffic Control, Marking of private utilities or unidentified underground utilities or resulting in damages.



- Buyer is responsible for payment of materials once released for installation / fabrication. Long Fence will invoice for the material value of the contract immediately upon written or verbal release from the customer to proceed with the installation. Long Fence will not absorb material increases that arise from the delay of others.
- Location of underground utilities or obstructions that are not identified through the local one-call service are to be marked by others. Long Fence is held harmless and indemnified against claims resulting from damages to unidentified utilities.
- Any alterations from the attached specifications or estimated quantities involving additional costs are to be considered extra to the contract price.
- All work shall be performed in compliance with industry standards and guaranteed against defects in materials and workmanship for one year.
- A finance charge of 1.5% per month will be assessed on past due balance. If balance is not paid in accordance with this agreement, purchaser agrees to all costs of litigation, including court costs and attorneys' fees in the amount of 30% of the outstanding balance.

Awaiting your approval of our proposal. Please contact me at your earliest convenience if you have any questions.

Sincerely,
Long Fence Company, Inc.

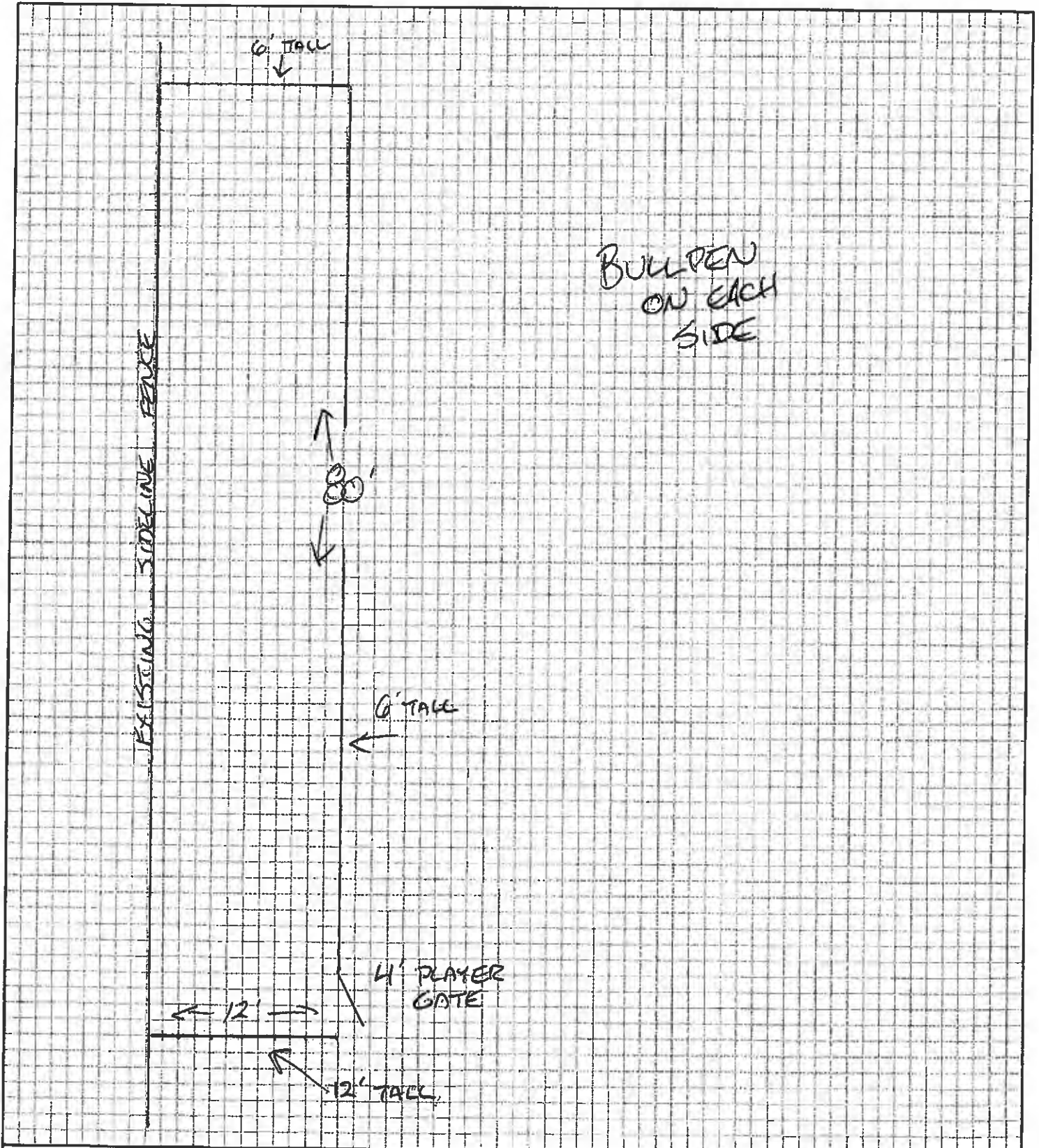
Matthew Wade
Project Manager

CUSTOMER SIGNATURE

PURCHASE ORDER

PRINT NAME & TITLE

DATE



LONG FENCE

LONG FENCE COMPANY, INC.
8545 EDGEWORTH DRIVE
CAPITOL HEIGHTS, MD 20743
301-350-2400

WORCESTER COUNTY PARKS

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8545 Edgeworth Drive
Capitol Heights, MD 20743
Tel: (301) 350-2400
Fax: (301) 336-0743
www.longfence.com

October 6, 2021

Mr. Jacob Stephens
6030 Public Landing Road
Snow Hill, MD 21863

Re: Stockton Park – 615 LF

This proposal consists of furnishing labor and materials to install the following scope of work at the above location:

Install approx. 615 LF of 6' tall black vinyl thermally fused chain link fence with top rail and bottom tension wire

Option 1 – Sleeve over existing fence posts with 2 ½" x 6' line posts and 3" x 6' terminal posts
Subtotal: \$19,995.00

Option 2 – Install new 2" line posts and 2 ½" terminal posts set in 36" concrete footer
Subtotal: \$20,495.00

Additional option – If Long Fence removes and disposes of existing chain link fence
Add: \$1,880.00

Specification of fence is as follows:

- Chain Link Fabric: 2" mesh x 9 gauge (.148 core) thermally fused vinyl coated steel
- Terminal Posts: 2 ½" OD WT-40 vinyl coated steel
- Terminal Post Footers: 10" diameter by 36" deep concrete footers
- Line Posts: 2" OD WT-20 vinyl coated steel
- Line Post Footers: 8" diameter by 30" deep concrete footers
- Top Rail: 1 5/8" OD WT-20 vinyl coated steel
- Tension Wire: 7 gauge vinyl coated steel at bottom of fence
- Terminal Post Bracing: 1 5/8" OD WT-20 vinyl coated steel brace rail with truss rod and turnbuckle assembly
- Labor Warranty: One year
- Material Warranty: One year

Total Price: \$ _____ TBD _____

Terms:

- 1/3 - Deposit with order
- 1/3 - Payment upon job commencement
- 1/3 - Payment upon date of final completion.

Note: Total price is based on one Mobilization to the site. Estimate valid for 14 days for purpose of acceptance by the buyer.

Exclusions: All access control by others, Power to gate operator by others, Permits, Bonds, Engineering, Survey/Stakeout, As-Built Drawings, Hand Digging, Restoration of finish grades, Spoils Removal, Seeding, Clearing, Primary and Secondary Voltage, Control Wiring, Grounding, Painting, Traffic Control, Marking of private utilities or unidentified underground utilities or resulting in damages.



- Buyer is responsible for payment of materials once released for installation / fabrication. Long Fence will invoice for the material value of the contract immediately upon written or verbal release from the customer to proceed with the installation. Long Fence will not absorb material increases that arise from the delay of others.
- Location of underground utilities or obstructions that are not identified through the local one-call service are to be marked by others. Long Fence is held harmless and indemnified against claims resulting from damages to unidentified utilities.
- Any alterations from the attached specifications or estimated quantities involving additional costs are to be considered extra to the contract price.
- All work shall be performed in compliance with industry standards and guaranteed against defects in materials and workmanship for one year.
- A finance charge of 1.5% per month will be assessed on past due balance. If balance is not paid in accordance with this agreement, purchaser agrees to all costs of litigation, including court costs and attorneys' fees in the amount of 30% of the outstanding balance.

Awaiting your approval of our proposal. Please contact me at your earliest convenience if you have any questions.

Sincerely,
Long Fence Company, Inc.

Matthew Wade
Project Manager

CUSTOMER SIGNATURE

PURCHASE ORDER

PRINT NAME & TITLE

DATE



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

DALLAS BAKER JR., P.E.
DIRECTOR

JOHN S. ROSS, P.E.
DEPUTY DIRECTOR

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

MEMORANDUM

TO: Weston Young, Chief Administrative Officer
FROM: Dallas Baker, Jr., P.E., Director *Dallas Baker*
DATE: January 24, 2022
SUBJECT: Grant Application and CTP Update

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 purpose of this memo is to request Commissioner approval to apply for two grants related to the MD 611 shared use path, identified in the 2021 Consolidated Transportation Program (CTP) letter, and to provide Commissioner with an update on other CTP items.

GRANT

The proposed grant applications will be for a combined total of \$200,000 and cover a concept study for the path. The concept study will identify right-of-way needs, environmental permit requirements, existing utility locations, and suggest a path location, project phasing, and preliminary costs based on the information assembled. The County is eligible for these grants because the MD 611 project was included in our 2021 CTP letter.

The first application will be for a Transportation Alternatives Program (TAP) grant, which requires a 20% local match. The second grant is the Bikeways grant which can be used to cover the 20% match required for the TAP grant. If we are not successful with the Bikeways grant, the County will need to provide \$40,000 to meet the match requirement. Somerset County has been successfully using this model to obtain funding for the MD 413 shared use path which, when complete, will extend 14 miles from US 13 to Crisfield. Because the project is adjacent to a State road, State Highway Administration has indicated they are willing to perform design, bidding, and construction phases of the project. County resources would be limited to grant administration and review of contract documents, identical to Somerset's responsibilities. A MOU with the State will be needed to formalize the arrangement, once funding is secured.

CTP UPDATE (numbering corresponds to CTP letter)

- 1) MD 90 – preliminary work is continuing on the project. SHA is identifying right-of-way needs and environmental permit requirements.
- 4) MD 611 & MD 376 – SHA is currently conducting an intersection study to determine the necessary improvements needed to address the queuing and delays experienced at this location.
- 5) MD 367 & MD 368 (Bishopville) - SHA is currently conducting a concept study to determine the necessary improvements needed to address the queuing and delays experienced at this location.
- 8) US 113 & MD 346 – SHA has completed the design for the requested pedestrian crossing of US 113 in Berlin. The project is awaiting construction funding.
- 10) MD 611 Shared Use Path – As previously discussed, Public Works is working with SHA to secure grant funding for the preliminary design of the path.

It should be noted, in speaking with State Highway Administration about these projects, it was related that funding was secured because the Commissioners had the foresight to include the project in the CTP letter. Please let me know if there are any questions.

Attachment

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

cc: Chris Clasing

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

WESTON S. YOUNG, P.E.
CHIEF ADMINISTRATIVE OFFICER
ROSCOE R. LESLIE
COUNTY ATTORNEY

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

August 17, 2021

Mr. Greg Slater, Secretary
Maryland Department of Transportation
7201 Corporate Center Drive
Hanover, MD 21076

RE: State Transportation Priorities in Worcester County for 2021

Dear Secretary Slater:

Thank you for the opportunity to present Worcester County's transportation priorities at the upcoming Consolidated Transportation Program tour this coming fall. In advance of that meeting, listed below is the prioritized list of projects we would like to discuss with you and the MDOT team during the tour and at the summer MACO conference in Ocean City, August 18 – 20, 2021.

1. DUALIZE MD 90

Traffic congestion on MD 90 continues to worsen. Ocean City has become a year-round tourist destination and development on the north end of Worcester County continues to see record growth in new home and business construction. MD 90 needs to be dualized to address the increased traffic demands. Worcester County recognizes full dualization is a major capital project with a prolonged timeline for completion. It is requested MDOT review the possibility of phased improvements to MD 90 while full dualization is pursued. Below are some suggested improves that are requested to be study to determine their feasibility in implementing.

A. PHASE I – Strengthen and widen the existing shoulders.

The shoulders of MD 90 are too narrow and too thin to support sustained vehicular traffic. As such, during most routine maintenance operations by SHA, MD 90 is placed into a flagging

Citizens and Government Working Together

operation or one lane is shut down entirely because the presence of the median guardrail. Traffic quickly backs up and significant delays are encountered. By widening and strengthening the shoulders to support temporary vehicular traffic, it will reduce the need to fully close a travel lane during maintenance or emergency response activities.

B. PHASE II – Add a New Center Lane

The existing MD 90 bridges are approximately 40' wide with the ability to support three (3) 11' wide travel lanes and the existing landscaped medians can be removed. Overhead lane designation signing could be installed similar to the Bay Bridge to provide positive guidance to motorists regarding which lane to use. During tourist season, Monday -Thursday operations could run one lane in each direction with the center lane close and a 55 mph speed limit. Friday and Saturday could run with 2 lanes east bound, 1 lane west bound. The use of variable speed limits could be employed to lower the speed limit to 45 mph to enhance safety during the contra flow scenario. On Sundays, traffic could run with 2 lanes open west bound and 1 lane open east bound. It is also recommended overhead lighting be installed for the entire corridor for this phase.

This phase also provides greater flexibility for evacuation procedures during hurricane season.

C. PHASE III – Fully dualize MD 90

It is believed this phased approach could address mobility and congestion concerns in a more timely and economical manner while long range planning, permitting, design, and construction moves forward towards full dualization.

2. NEW DRAWBRIDGE ON US 50 ENTERING OCEAN CITY

Similar to MD 90, traffic congestion on US 50 continues to worsen. In recent years, there have been several incidents of the existing drawbridge getting stuck. With Ocean City serving as a year-round tourist destination, the US 50 drawbridge needs to be replaced with a more reliable structure and one that can accommodate the increasing traffic congestion issues.

3. DUALIZE MD 589

The north end of Worcester County has experienced significant growth over the last decade and the MD 589 corridor has become heavily congested at all times of the year. More people are living in Ocean Pines year-round than ever before and commercial development is increasing.

ITEM 9

Congestion and delay issues along MD 589 are at or are approaching failing conditions as the road network reaches maximum capacity. MD 589 needs to be dualized to address the congestion issues and increasing safety concerns as additional residents come to the area.

4. SIGNALIZE THE INTERSECTION AT MD 611 & MD 376

During tourist season, MD 376 experiences significant delays and queuing as eastbound traffic waits to turn left onto northbound MD 611. There are several traffic generating businesses north of the intersection (ex. Frontier Town Campground & Water Park, Eagle's Landing Golf Course, Ocean City Airport) as well as numerous residential and commercial developments. The steady stream of traffic to and from Assateague Park does not allow for adequate gaps for traffic to enter onto MD 611. The intersection needs to be signalized to reduce the delay and congestion on MD 376, even if using a seasonal signal operation similar to what was approved for MD 611 and Golf Course Road several years ago.

5. SIGNALIZE THE INTERSECTION AT MD 367 & MD 368 (BISHOPVILLE)

GPS applications such as Google Maps and Waze are sending increasing amounts of traffic down MD 367 and MD 368 as an alternate route to MD 90 instead of the more appropriate and better suited route of US 113. MD 367 & MD 368 are two lane, two way roads intended more to serve residential traffic, not the volume of tourist traffic currently being experienced. Local residents and visitors to the area are getting stuck on MD 368 north bound as they try to turn left on MD 367 west bound. The intersection needs to be signalized to reduce delay and congestion.

6. ELIMINATE FLOODING ON MD 12 NORTH OF SNOW HILL

MD 12 north of Snow Hill floods even during moderate rain events. High water signs have been installed and are left in place year-round. The road is lower than surrounding properties and there are no drainage structures to relieve flooding. MD 12 is a designated evacuation route that is impassible during large storms (when the route is needed the most) due to the flooding. The road needs to be raised with drainage structures added to keep the road passable and clear during storm events.

7. CONSTRUCT DEDICATED RIGHT TURN LANE ON SOUTH BOUND ST. MARTINS NECK ROAD AT MD 90

Thanks to GPS apps like Google and Waze, more and more out of town traffic is being directed down St. Martin's Neck Road as a way to bypass traffic slowdowns on US 113 and MD 90. During tourist season traffic backs up as people wait to make left turns off of south bound St. Martin's Neck Road onto east bound MD 90. Currently there is only one south bound lane at the intersection. Local residents wanting to turn right onto west bound MD 90 must wait in long queues. A south bound right turn lane needs to be constructed to better facilitate traffic wanting to head west bound on MD 90.

8. CONSTRUCT APS/CPS PEDESTRIAN TO CROSS US 113 AT MD 346

The intersection of US 113 and MD 346 in Berlin has sidewalks, handicap ramps, and crosswalks on the east and west sides of the intersection but is lacking the necessary amenities for pedestrians to safely cross US 113. APS/CPS and crosswalks need to be added to the north leg of the intersection.

9. DEVELOP AN ACCESS MANAGEMENT STRATEGIC PLAN FOR THE MD 611 CORRIDOR


Residential and commercial development on MD 611 is increasing. There is concern that if the growth continues, traffic congestion will become similar to what is currently experienced on MD 589. An access management plan needs to be developed for the corridor in order to provide a consistent and clearly understood approach as to the placement of access points, traffic signals, access roads, lane designations, pedestrian & bicycle amenities, and right-of-way needs. Future residential & commercial businesses can then reference and use the plan when developing the layout of their developments.

10. CONSTRUCT SHARED USE PATH ON MD 611 FROM US 50 TO ASSATEAGUE PARK

The recent completion of the shared use path on US 50 in West Ocean City has been received and used by the public with great success. Worcester County is requesting SHA begin planning for an extension of the existing path to connect the West Ocean City area to Assateague State Park. With the volume of traffic on MD 611, the numerous traffic generating destinations along the corridor, and MDOT's goal of promoting multimodal travel, extension of the path to one of the largest traffic and tourist generating destinations in Worcester County is a logical project. A phased approach for design and construction could be used to make the project more financially feasible similar to the approach used for the shared use path on MD 413 in Somerset County.

Thank you for your attention to these matters. If you should require any additional information or you should have any questions or concerns with regards to these matters, please feel free to contact me or Weston Young, Chief Administrative Officer, at this office.

Sincerely,



Joseph M. Mitreic
President

cc: Weston Young, incoming Chief Administrative Officer
Dallas Baker, Director of Public Works
Jennifer Keener, Director of Development, Review, and Permitting
Mayor Rick Meehan, Town of Ocean City
Jay Meredith, District Engineer, SHA
Senator Mary Beth Carozza
Delegate Wayne Hartman
Delegate Charles J. Otto



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

DALLAS BAKER JR., P.E.
DIRECTOR

JOHN S. ROSS, P.E.
DEPUTY DIRECTOR

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

MEMORANDUM

TO: Weston Young, Chief Administrative Officer
FROM: Dallas Baker, Jr., P.E., Director *Dallas Baker*
DATE: January 24, 2022
SUBJECT: Groundwater Monitoring Proposal

DIVISIONS

MAINTENANCE
TEL: 410-632-3766
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ROADS
TEL: 410-632-2244
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SOLID WASTE
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FAX: 410-632-3000

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

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

Attached for Commissioner review and approval is a proposal from EA Engineering for groundwater monitoring and analytical services at the three closed landfills (Berlin, Snow Hill, and Pocomoke) for calendar years 2022/ 2023. The proposed lump sum of these services is \$118,795.88 (\$59,397.94 annually). Funds are available to cover the cost of the proposal in the Public Works account 6530.070.

The proposed cost represents a 40% increase over the previous 2-year period. The increase is due to the Maryland Department of the Environment (MDE) raising the required number of samples from 187 to 264 (41% increase) and requiring an update to the 5-year sampling plan which was not required last time. MDE requires groundwater monitoring at the closed landfills as part of our Refuse Disposal Permit. Failure to perform the monitoring will put us out of compliance with our permit and may result in fines from the State until we return to compliance. EA has served as the County's Solid Waste consultant since the mid 80's and are extensively familiar with our facilities and permit requirements. While professional services, such as this, are not required to be competitively bid, in the past EA's bid came in substantially lower than competitors for the same work.

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

Attachment

cc: Chris Clasing



11200 Racetrack Road, Unit 101A
Ocean Pines, Maryland 21811
Telephone: 410-641-5341
www.eaest.com

January 21, 2022
Proposal No. 0791047C

Mr. Dallas Baker, P.E., Director
Worcester County Department of Public Works
6113 Timmons Road
Snow Hill, Maryland 21863

Re: Proposal for Groundwater Monitoring and Analytical Services at the Three Closed Landfill Facilities (Pocomoke, Berlin, and Snow Hill) - Calendar Years 2022-2023

Dear Mr. Baker:

EA Engineering, Science, and Technology, Inc., PBC (EA) is once again pleased to submit this proposal to the Worcester County Department of Public Works for sampling and reporting of groundwater at the Pocomoke, Snow Hill, and Berlin Landfill Facilities located in Worcester County. The work described under this proposal will be performed in accordance with the same terms and conditions as our previous work with Worcester County. The work under this contract will be performed over a two-year period, consisting of four semi-annual monitoring events. All work will be completed by December 2023.

The scope of services for groundwater monitoring covered by this proposal includes: sampling and analysis of 18 monitoring wells at the three facilities described above (Task 1), statistical analysis and reporting of each semi-annual groundwater-monitoring event, including a groundwater contour map of each facility (Task 2). In addition, the 5-year update to the groundwater monitoring plan for the three closed landfills has been included with the Task 2 scope of services. Groundwater monitoring will be performed on a semi-annual basis for a period of two years and will typically coincide with the work for the monitoring program at the Central Landfill. The required sampling and reporting will be performed in accordance with the attached Scope of Work (Attachment A1) and in accordance with the existing Facility Monitoring Program document for the Pocomoke, Snow Hill, and Berlin Landfill Facilities prepared by EA, revised February 2016, as required by the Maryland Department of the Environment (MDE). Per MDE's letter dated 8 March 2019, this scope of work includes the additional analysis to be used for the analysis of 1,2-dibromoethane (EDB) and 1,2-dibromo-3-chloropropane (DBCP) effective 1 July 2020. EA will also collect and analyze field quality control samples including rinsate blanks, field blanks and trip blanks under the revised frequency for each landfill site as established by MDE.

On behalf of Worcester County, EA will utilize the analytical laboratory services of Maryland Spectral Services located in Baltimore, Maryland, to perform the required analytical services. This laboratory is very cost-effective to the County and EA has developed a strong working relationship with them on other projects. Maryland Spectral Services has agreed to maintain their pricing levels constant for the two-year period of this contract.



Mr. Dallas Baker, P.E., Director – Worcester County DPW
January 21, 2022, Page 2 of 2

The cost of this effort has increased over our prior contract due to the additional blank preparation and analysis that was requested by MDE in July 2021, as well as increasing labor costs of field personnel and reporting requirements with MDE. Additionally, this proposal includes the update to the groundwater monitoring plan for the three closed landfills. EA will continue to utilize experienced field personnel from other EA offices whom perform groundwater sampling and monitoring regularly, in an effort to reduce labor costs and improve efficiency.

Enclosed for your consideration is the lump sum cost for these services of \$118,795.88 and is presented in a detailed breakdown in Attachment B.

The services proposed herein are a natural extension of EA's previous involvement with the closed landfill facilities and Worcester County. We wish to thank you for this opportunity to help you meet your solid waste objectives and continue to look forward to working and supporting you on this project.

It is our sincere desire to continue to be of service at this and other facilities in Worcester County. If you have any questions, do not hesitate to give me a call at (410)-641-5341.

Sincerely,

EA Engineering, Science, and Technology, Inc., PBC

A handwritten signature in black ink, appearing to read 'Darl Kolar', is positioned below the typed name.

Darl Kolar, P.E., BCEE
Senior Project Manager

Enclosures

cc: G. Tizard, II, P.E. (EA)
L. Oakes, P.E. (EA)

ATTACHMENT A1**Scope of Services
Worcester County Closed Landfill Facilities
Sampling and Reporting of Groundwater*****Task 1 – Field Sampling and Analysis***

EA will perform four semi-annual groundwater sampling events during calendar years 2022 and 2023 at the Worcester County Closed Landfills (Pocomoke, Snow Hill, and Berlin Landfill Facilities) in accordance with the Facilities' most recently updated Facility Monitoring Plan prepared by EA, February 2016 which includes monitoring and reporting requirements for the three Closed Landfills.

The semi-annual sampling events will occur during the Spring and Fall each year and will include low flow sampling of four wells at the Pocomoke Landfill (P-MW-01, P-MW-02, P-MW-03, and P-MW-04); six wells at the Snow Hill Landfill (EA-1, EA-2, EA-3, EA-4, EA-5, and EA-6), and eight wells at the Berlin Landfill (B-MW-01S, B-MW-02S, B-MW-03S, B-MW-05S, B-MW-07S, B-MW-09, B-MW-10S, and B-MW-11). Additionally, water level gauging will be performed at three shallow wells at the Berlin Landfill (B-MW-04S, B-MW-06S, and B-MW-08S).

Groundwater samples will be analyzed for the parameters shown in Table I and II of the Facility Monitoring Plan (see attached). Field quality control samples and field blank samples will be collected under the revised frequency for each landfill site as issued by MDE in accordance with EPA requirements. This is an increase over what has historically been performed and documented in the Facility Monitoring Program. Quality control samples will include:

- 1 field blank, 1 rinsate blank, and 1 trip blank per sampling date (assume 4 each per event, 16 total)
- 1 field duplicate sample per 10 samples at each site (assume 3 per event, 12 total)

Duplicate samples will be collected utilizing low-flow sampling techniques. The samples will be analyzed for the parameters identified in Tables I and II in the Facility Monitoring Plan, as required. Groundwater analysis will be performed by a MDE certified independent laboratory (Maryland Spectral Services). Per MDE's letter dated 8 March 2019, Method 8011 is to be used for the analysis of 1,2-dibromoethane (EDB) and 1,2-dibromo-3-chloropropane (DBCP) effective 1 July 2020. This is in addition to the analysis historically performed.

In addition to sampling, EA will perform gauging of each well prior to sample collection.

Task 2 – Preparation of Groundwater Contour Maps, Statistical Analysis, and Reporting

EA will prepare four semi-annual reports per landfill (12 reports total) on water quality containing a summary of findings and interpretive discussion of groundwater analytical results for the sampling event. Per the Facility Monitoring Program approved by MDE, the report will include the following:

- Narrative/Summary
- Statistical Analysis
- Historical Data Tables (time series format)
- Groundwater Elevations and Contour Map (historical)
- Laboratory Analytical Data (laboratory reports)
- Field Records of Well Gauging, Purging, and Sampling
- Chain of Custody

EA will utilize depth to water levels (gauging) recorded prior to sampling at each well to develop a groundwater contour map for each landfill.

EA will submit one copy of each report to the Maryland Department of the Environment (MDE) on behalf of the County and two copies of the report to the County for each sampling event (four events total). Reports will be submitted to MDE in accordance with the permit, 90 days following the end of the first quarter (June 30th) and 90 days following the end of the third quarter (December 31st) reporting period, unless otherwise agreed upon.

MDE requires that the groundwater monitoring plans for closed landfills be updated every 5 years. The Facility Monitoring Program (groundwater monitoring plan) for Pocomoke, Snow Hill, and Berlin Sanitary Landfill Facilities was last updated and approved by MDE in February 2016. EA will review the existing Facility Monitoring Program plan and update it to reflect updates to each site, including: the site plan, updated analytical methods (including method 8011), updated practical quantitation limits (PQLs), quality assurance/quality control (QA/QC) protocols, and the statistical analysis. EA will then address any comments received from MDE following submission of the plan.



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

DALLAS BAKER JR., P.E.
DIRECTOR

JOHN S. ROSS, P.E.
DEPUTY DIRECTOR

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

MEMORANDUM

TO: Weston Young, Chief Administrative Officer
FROM: Dallas Baker, Jr., P.E., Director *Dallas Baker*
DATE: January 25, 2022
SUBJECT: Tier 2 Landfill Gas Analysis

DIVISIONS

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

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

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

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

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

Attached for Commissioner review and approval is a proposal from EA Engineering to conduct Tier 2 Landfill Gas Analysis for the Central Site Landfill. The proposed lump sum of these services is \$24,925.00. Funds are available to cover the cost of the proposal in the Solid Waste Landfill account 6530.040.

The Title V Operating Permit for the landfill requires the estimate of the annual emissions of non-methane organic compounds released from the landfill be updated every five (5) years. The required number of sampling locations has increased from 18 when it was last conducted in 2017, to 42 for the current round of analyses. The County is required to provide the updated information by April 2022. Failure to perform the analysis will put us out of compliance with our permit and may result in fines from the Maryland Department of the Environment (MDE) until we return to compliance.

EA has served as the County's Solid Waste consultant since the mid 80's and are extensively familiar with our facilities and permit requirements. EA conducted the 2017 analyses and have since worked with MDE and found a way to reduce the sample collection costs while still meeting the permit requirements. The current proposal is approximately \$600 cheaper, now, than it was in 2017 despite having the number of sampling sites increase by 230%.

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

Attachment

cc: Chris Clasing
Mike Mitchell



11200 Racetrack Road, Unit 101A
Ocean Pines, Maryland 21811
Telephone: 410-641-5341
www.eaest.com

January 25, 2022
EA Proposal No. 0722101

Mr. Dallas Baker
Director, Department of Public Works
Worcester County, Maryland
6113 Timmons Road
Snow Hill, Maryland 21863

Subject: Proposal - Central Landfill Facility Tier 2 Analysis Update

Dear Mr. Baker:

EA Engineering, Science and Technology, Inc. PBC (EA) is pleased to offer this proposal to provide environmental permitting support through sampling and analysis services to the Central Landfill Facility, to meet the requirements in the facility's Title V Operating Permit to update the Tier 2 landfill gas analysis. The following sections outline the project requirements, the proposed scope of services and schedule, and the cost. Cost details are provided in Exhibit A.

PROJECT REQUIREMENTS

The Title V – Part 70 Operating Permit No. 24-047-0112 for the Central Landfill Facility has a term of five years. Title V Operating Permit requires that the estimate of the annual emissions of non-methane organic compounds (NMOC) released from the landfill be updated every five years. The last sampling event was completed in 2017 and due by March of 2022. This “Tier 2” analysis is based on a site-specific value of the NMOC concentration (C_{NMOC}) in the landfill gas, determined through analysis of landfill gas. The Tier 2 update requires that landfill gas be sampled at a number of locations equal to two per hectare of landfill area containing waste that has been in place for at least 2 years. The gas is analyzed to determine a site-specific value of C_{NMOC} which is used to calculate annual NMOC emissions for the next five-year period, based on projected waste placement data. The County recently received the renewal of their Title V permit. Based on email communication from the Maryland Department of the Environment, the County is required to provide the Tier 2 update by April 2022. Therefore, it is imperative to commence the work outlined within the Scope of Services promptly.

SCOPE OF SERVICES

EA will perform the following activities required for updating the Tier 2 analysis of gas generated at the landfill:

- Prepare a map of Cells 1, 4, and 5 indicating uniformly distributed landfill gas sampling locations, numbering 2 samples per hectare of area containing waste that has been in place for at least 2 years.
- Prepare a sampling protocol for approval by MDE prior to performing sampling in the field.

This proposal includes data that shall not be disclosed outside Company or Government Agency and shall not be duplicated, used, or disclosed—in whole or in part—for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of—or in connection with—the submission of this data, Company or Government Agency shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Company or Government Agency's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in the entire document.



Mr. Baker—Worcester County, MD
January 25, 2022, Page 2

- EA will subcontract the use of a geoprobe machine to maneuver and install the forty-two (42) required sample probes within Cells 1, 4 and 5. Following the installation of the LFG probes, EA will collect the samples. A composite sample from 3 locations will be collected in each 6L summa canister, a total of 14 canisters.
- EA will collect three (3) samples from collection header for Cells 2 and 3.
- EA will utilize a private testing laboratory for the required analysis. Upon receipt of the analysis, EA will complete the required LFG Tier 2 report to be provided to the Maryland Department of the Environment.
- It is based on a minimum of 21 landfill gas samples in evacuated canisters in conformance with EPA Method 25C; 14 from Cells 1, 4 and 5, and 3 from collection header of Cell 2 and 3, and 4 additional samples for redundancy. If additional samples are required, a contract modification request to conduct the additional sampling, testing and reporting will be provided separately.
- Have the gas samples analyzed for NMOC, CH₄, CO₂, O₂, and N₂ in accordance with EPA Methods 25C and 3C.
- Using EPA's landfill gas emissions model (LandGEM) and the average site-specific NMOC concentration (CNMOC) determined from the analyses, estimate the annual emissions of NMOC from the landfill for the 5-year period 2022 through 2027.
- Prepare and submit the Tier 2 update report to MDE and EPA Region III on behalf of the County.

EA will schedule the landfill gas sampling activities immediately after receiving a notice to proceed. Laboratory analysis requires approximately 2 weeks to complete. Preparation of the Tier 2 update report will be complete within one month of receiving the lab results.

COST

EA proposes to provide the services described above on a lump sum basis for **\$24,925**. EA would perform the work the Worcester County Standard Terms and Conditions. Please call at 410-527-2057 if there are any questions concerning this proposal. We look forward to the opportunity of working with you and your staff in completing this project.

Sincerely,
EA Engineering, Science and Technology, Inc. PBC


Steven Lemasters, P.E.
Project Manager



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

Memorandum

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

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

Subject: Rural Legacy – FY 22 Grant Agreements
Coastal Bays and Dividing Creek Rural Legacy Areas

Date: 1/24/22

Attached you will find a memorandum from Katherine Munson and agreement for funding for our Rural Legacy Areas. Worcester County ultimately received \$760,000 for the Coastal Bays Rural Legacy Area and \$1,005,000 for the Dividing Creek Rural Legacy Area, which came out of more than \$26MM granted to counties across Maryland under this program. There is no required County match to participate.

Rural Legacy pays landowners for permanent conservation easements on their properties. The program is funded through a combination of state Program Open Space and general obligation bonds from the state's capital budget. Typically, we request enough money to fund an acreage total that can be serviced by county staff and achievable in an 18 month cycle. This will be used to fund 3 to 5 conservation easements in the county with willing landowners.

This agreement was reviewed by the County Attorney. Therefore, I respectfully recommend that the County Commissioners authorize President Mitrecic to sign the letter where indicated. The agreement presented is for his signature. Since we share the Dividing Creek Rural Legacy Area with Somerset County, that agreement has also been executed by the Somerset County Commissioners.

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

Attachments

cc: Roscoe Leslie
Katherine Munson
Kim Reynolds



DEPARTMENT OF
ENVIRONMENTAL PROGRAMS

Worcester County

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

AGRICULTURAL PRESERVATION
CONSERVATION PROGRAM
WATER & SEWER PLANNING
SHORELINE CONSTRUCTION

WELL & SEPTIC
NATURAL RESOURCES
PLUMBING & GAS
COMMUNITY HYGIENE

Memorandum

TO: Robert Mitchell, Director

FROM: Katherine Munson, Planner V *KM*

SUBJECT: FY22 Rural Legacy Area Grant Agreements

DATE: January 21, 2022

Attached please find the FY22 Coastal Bays Rural Legacy Area (CBRLA) and the FY22 Dividing Creek Rural Legacy Area (DCRLA) grant agreements for commissioner review and signature. Each consists of two copies of the agreement that must be signed where indicated, color map of the CBRLA showing the properties protected to date and the priority properties for easement acquisition (Attachment A), general conditions (Attachment B), priority property list (Attachment C).

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

The grant agreement has been reviewed by Roscoe Leslie.

Worcester County was awarded \$760,000 for CBRLA. The DCRLA was awarded \$1,005,000, shared with Somerset County, who has already signed the grant agreement.

For FY22 \$26,259,387.36 was divided among twenty-two (22) Rural Legacy Areas throughout the state.

The grant funding will be used to purchase 3-5 conservation easements in Worcester County from willing landowners. The funding is provided not only for the purchase cost, but also for administrative and other costs (survey, title, etc.).

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

Please contact me with any questions.

Attachments

**RURAL LEGACY GRANT AGREEMENT
SPONSOR: LOCAL GOVERNMENT**

THIS GRANT AGREEMENT (“Agreement”) is made this ____ day of _____, 2022 by and between the STATE OF MARYLAND, acting through the RURAL LEGACY BOARD (“RLB”), c/o Rural Legacy Program, Department of Natural Resources, 580 Taylor Avenue, Annapolis, Maryland 21401 and COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, a local government, Department of Environmental Programs, 1 West Market Street, #1306, Worcester County Government Center, Snow Hill, Maryland 21863 (hereinafter sometimes referred to either as the “Sponsor” or the “Local Government”).

RECITALS

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

WHEREAS, the Sponsor is a local government, meaning one of Maryland’s 23 counties or one of Maryland’s municipal governments;

WHEREAS, the Sponsor has filed an application to designate a Rural Legacy Area, known as the Coastal Bays Rural Legacy Area shown on the map set forth on Attachment A (“Rural Legacy Area”);

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

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

WHEREAS, the RLB’s Rural Legacy Area designation, Rural Legacy Plan acceptance, Grant award and authorization to execute this Agreement were subject to approval by the Maryland State Board of Public Works (“BPW”) and such approvals have been given by the BPW on December 1, 2021; and

WHEREAS, the Sponsor shall enter into Project Agreements for Eligible Properties, which the Sponsor may acquire, which Agreements shall specify the Project Costs that the Sponsor may request for acquisition of Eligible Properties, subject to the approval of the RLB and the BPW.

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

Section 1. Definitions.

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

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

BPW is defined in the Recitals Section of this Agreement.

Contract is defined in Section 4.2.5 of this Agreement.

Easement is defined in Section 4.2.2. of this Agreement.

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

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

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

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

Law is defined in Section 3.7. of this Agreement.

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

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

Program is defined in the Recitals Section of this Agreement.

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

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

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

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

SLCO is defined as a State Land Conservation Organization being “the Maryland Agricultural Land Preservation Foundation, the Maryland Environmental Trust, Maryland Department of Natural Resources, or another State organization approved by the RLB.”

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

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

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

Section 2. Grant.

2.1. Amount of Grant. Subject to the terms and conditions of this Agreement, the RLB hereby agrees to award a grant to the Sponsor in an amount not to exceed Seven-Hundred Sixty-Thousand Dollars (\$760,000) (the "Total Grant Amount") to be used solely for payment of approved Project Costs in connection with acquisition of Permitted Real Estate Interests in Eligible Properties. In accordance with the terms and conditions of this Agreement and each Project Agreement, and during the Grant Period as defined below, the RLB shall disburse to the Sponsor that portion of the Total Grant Amount which equals approved Project Costs for acquisition of Eligible Properties, provided however, that such disbursements shall cease upon the earlier to occur of (a) the date on which the sum total of all disbursements hereunder equals the Total Grant Amount, or (b) the expiration of the Grant Period.

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

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

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

Section 3. Sponsor's Performance.

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

the property until such approval has been granted.

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

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

3.4. Project Agreement. If the Sponsor and a property owner of an Eligible Property reach agreement on the terms of an acquisition, the Sponsor shall prepare a Project Agreement, substantially in the form required by the RLB (a copy can be obtained from the Rural Legacy staff) ("Project Agreement"). The Project Agreement shall include a copy of the Contract (as defined in 4.2.5) for the Eligible Property, and, as applicable, the proposed form of the Easement or the proposed form of the Deed and other supporting documents. The Project Agreement shall specify the amount of total permissible costs, including direct (contract) costs, incidental costs, administrative costs, and easement monitoring costs ("Project Costs") which the Sponsor shall receive from the Total Grant Amount following Sponsor's satisfaction of the terms of this Agreement.

3.5. Rural Legacy Program Review, Approval. A Sponsor shall submit the Project Agreement to the Rural Legacy Program for review. The Rural Legacy Program shall review the Project Agreement for compliance with the terms of this Agreement and the Law. Project Agreements meeting all Program requirements will be submitted by the Rural Legacy Program to the BPW for approval. Upon BPW approval of the Project Agreement, the Sponsor shall make every effort to acquire the Eligible Property within forty-five (45) days.

3.6. Reimbursement. A Sponsor who acquires an Eligible Property may apply to the RLB for reimbursement of Project Costs in accordance with the Project Agreement and Section 6 of this Agreement.

3.7. Compliance. Sponsor agrees to comply with the terms and conditions of this Agreement, the Rural Legacy Area, its accompanying application, and each Project

Agreement. Sponsor acknowledges and agrees that this Grant Agreement is governed by the terms and provisions of Subtitle 9A of the Natural Resources Article which established the Program, the Program's Regulations, and the Rural Legacy Manual and Application Procedures dated December 2001 (the "Rural Legacy Manual"), as they may be amended from time to time, and as sometimes referred to herein collectively as the "Law."

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

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

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

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

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

4.2.3. Title Holders. The parties acquiring any fee simple estate interest or any Easement interests acquired under this Grant Agreement shall be specified in the Project Agreement as the "Title Holders".

4.2.4. Property Description. All Eligible Properties proposed for acquisition under the Rural Legacy Program shall have a metes and bounds description or a reference to lots

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

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

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

4.2.7. Title Insurance. The Sponsor shall obtain title insurance for the Eligible Property in the form of an Owner's Policy from a title insurance company licensed to do business in the State of Maryland in the amount of the purchase price of the Permitted Real Estate Interest in the Eligible Property. The title insurance policy shall not contain exceptions to title which (a) would defeat the purpose of the Program and any Easement or Deed placed upon the Eligible Property as required by the Program, (b) create a remainder, reversion, or condition which could cause forfeiture or reversion of title, (c) require the payment of money by any SLCO, unless such exception is approved by any SLCO, (d) list an unsubordinated mortgage, deed of trust, judgment, lien or other encumbrance, contract or purchase option, which would, if foreclosed or enforced, take priority over and eliminate the interest of the Sponsor, any SLCO and any Title Holders in the Easement in the Eligible Property, (e) provide for the lien of unpaid taxes or show any taxes or any other charges or assessments as unpaid, unless such taxes, charges or assessments are not yet due and payable, (f) are the preprinted standard exceptions (unless any preprinted exception would require a survey acceptable to the title company in order to remove such exception and a decision has been made not to obtain such a survey pursuant to Section 4.2.4.), or (g) any exception unacceptable to any SLCO or any Title Holder.

4.2.8. Evidence of Authority. For any Deed, Easement and Contract, executed

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

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

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

4.3. Local Government as Title Holder. Notwithstanding the foregoing and unless the SLCO indicates in writing to the RLB to the contrary at the time the SLCO agrees to be a Title Holder, if a Local Government is an Easement or fee simple estate Title Holder, then the Local Government shall approve matters of title, metes and bounds description, survey and environmental assessment, and the attorney for such Local Government shall sign the Deed or Easement as prepared by or under the supervision of an attorney and as to form and legal sufficiency, and the approval of the Local Government shall be evidenced by the duly authorized signatures on the Deed or the Easement of the Local Government and the written assurance of the Local Government to the RLB that the Local Government has duly investigated matters of title, metes and bounds description, survey and environmental assessment, does not believe the information revealed in the title, metes and bounds description, survey and environmental assessment would defeat the purpose of the Program, is satisfied with and willing to assume any risks revealed therefrom.

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

Section 5. Disposal of Fee Simple Property.

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

Section 6. Reimbursement of Costs.

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

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

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

6.4. Program Compliance Costs. Depending on the fund source (i.e. whether bond funds are used to fund the Grant), a portion of the Grant, not to exceed one and one-half percent (1 ½ %) of each Easement purchase cost, may be used to pay for program compliance costs for monitoring Easements. To be eligible, Sponsors must document that payments for monitoring costs will be placed in an endowment or other special account to be made available only to the Grantee for the purpose of monitoring the specific Easement acquired with Rural Legacy funds. Fees charged for program compliance for Easement monitoring will be invested in a long-term, managed investment account, the principal of which may not be withdrawn or used without the approval of the RLB. Additional provisions regarding program compliance costs are set forth in the Rural Legacy Manual.

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

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

Section 7. Stewardship and Monitoring for Program Compliance.

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

Section 8. Reporting.

8.1. INTENTIONALLY DELETED.

8.2. Annual Report. Sponsor shall provide an annual report of activities to the RLB in a format provided by the RLB (the "Annual Report"). The Annual Report shall be due thirty (30) days after the end of the State fiscal year.

Section 9. Indemnification. The Sponsor shall, to the fullest extent permitted by law, indemnify, save harmless and defend the State of Maryland and all of its representatives from all suits, actions, or claims of any character, brought on account of any injuries or damage sustained by any person or property as a result of the Sponsor's activities, including the activities of its employees, agents, representatives or subcontractors, in connection with its performance under this Agreement. The Sponsor's indemnification of the State of Maryland and all of its representatives under this Section is subject to the availability of funds appropriated by Worcester County, Maryland for such purpose. The County Commissioners of Worcester County, Maryland hereby agrees to use their best efforts to include a request in the Annual Budget and Appropriations Ordinance to appropriate funds in the event there is an

indemnification cost to the Sponsor under this Section.

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

If the Sponsor fails to perform its obligations under this Agreement in whole or in part, the RLB or the State of Maryland may exercise any or all of the remedies set forth below:

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

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

Section 12. Miscellaneous.

12.1. Assignment. This Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors and assigns, including by way of privity of estate and contract, provided however that nothing herein shall be construed to mean that the

Sponsor has the right to assign this Agreement or all or any portion of the Total Grant Amount hereunder. Nothing in this Agreement, expressed or implied, is intended to confer upon or against any other person, corporation or government unit, any right or remedy under or by reason of this Agreement.

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

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

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

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

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

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

12.8. Nondiscrimination. Sponsor agrees not to discriminate against any employee, applicant for employment, or other person because of sex, race, age, creed, color, religious affiliation, mental or physical handicap, national origin, ancestry or marital status and to comply with the terms, intent and provisions of Title VII of the Civil Rights Act of 1964 P.L. 88-354 (1964) and its amendments, Article 49B Sections 14 to 18 (Discrimination in Employment) of the Annotated Code of Maryland (1994 Replacement Volume and its amendments), and the Americans with Disabilities Act of 1990, P.L. 101-336 and its amendments, and with all local, State and federal laws now or hereinafter enacted to effectuate the goals of the aforesaid statutes.

12.9. INTENTIONALLY DELETED.

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

12.11. INTENTIONALLY DELETED.

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

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

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

WITNESS/ATTEST:

COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND:

(Signature)

BY: _____ (SEAL)
Joseph M. Mitrecic
President



(Print Name)

DATE: _____

(Title)

WITNESS:

STATE OF MARYLAND
RURAL LEGACY BOARD:

(Signature)

BY: _____ (SEAL)
Jeannie Haddaway-Riccio
Chair, Rural Legacy Board

(Print Name)

DATE: _____

Approved as to form and legal sufficiency
this _____ day of _____, 2022.

Assistant Attorney General

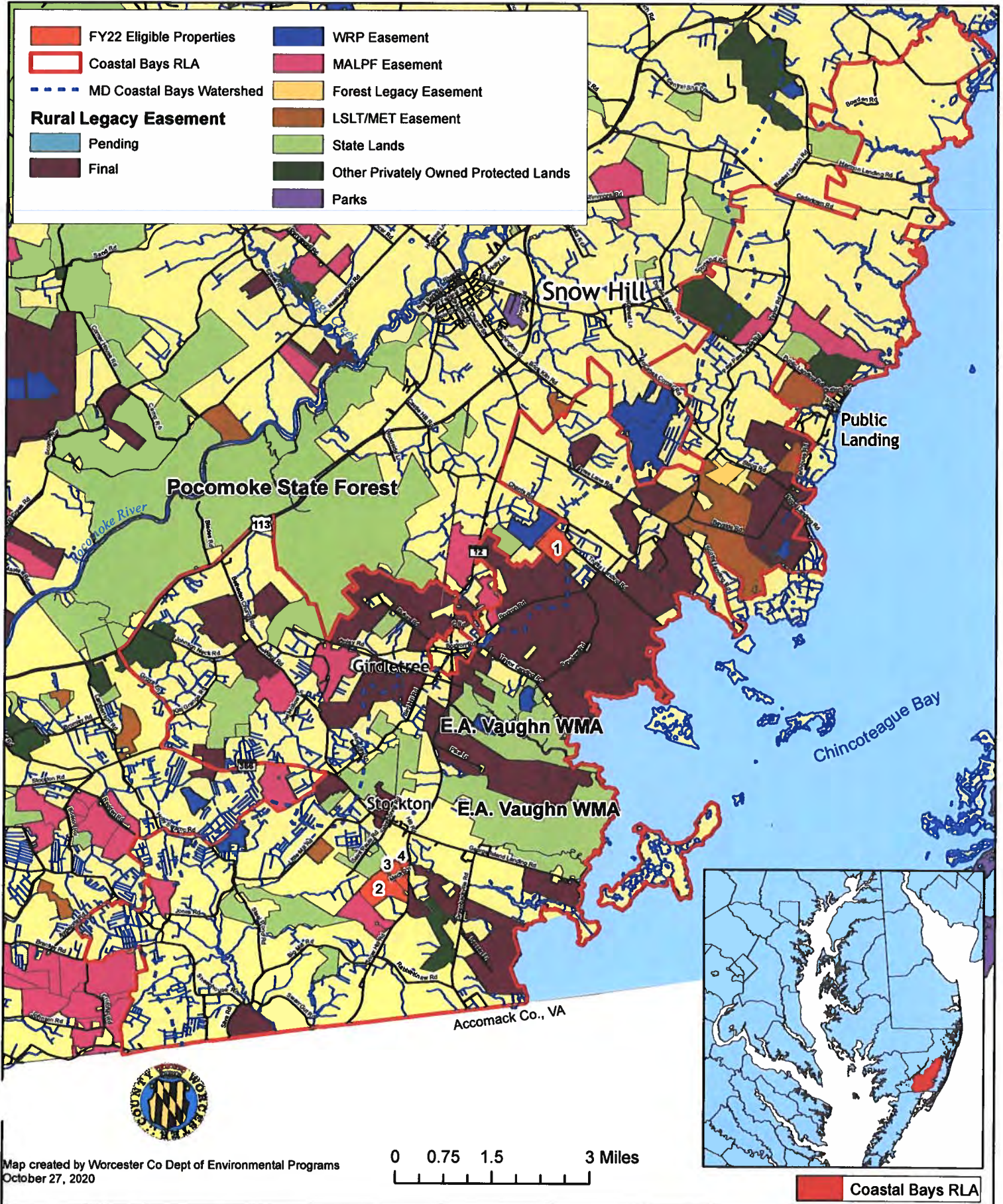
Approved as to form and legal sufficiency
this _____ day of _____, 2022.

City Solicitor / County Attorney



**ATTACHMENT A
COASTAL BAYS RURAL LEGACY AREA
FY 2022 RURAL LEGACY GRANT AGREEMENT
Page 1 of 1**

Attachment A: Coastal Bays Rural Legacy Area, FY22 Grant Agreement



**ATTACHMENT B
COASTAL BAYS RURAL LEGACY AREA
FY 2022 RURAL LEGACY GRANT AGREEMENT
GENERAL CONDITION FOR RURAL LEGACY GRANT AGREEMENT
SECTION 2.3 OF THIS GRANT AGREEMENT**

Page 1 of 3

The Sponsor shall comply with the following General Conditions of this Grant Agreement:

1. Point System and Ranking Any point system used by the Sponsor to rank and value easement acquisitions shall:
 - A. Incorporate natural and cultural features and water quality protection to the degree these values exist in the Rural Legacy Area and are a priority objective of the Rural Legacy Plan.
 - B. Give priority to properties that alone, or in conjunction with other properties, protect contiguous large blocks of agricultural, forestry, natural or cultural resources.
 - C. Be submitted to the Rural Legacy Program for approval prior to, or as part of the submission of easement or fee request.

2. Easement Donation
 - A. The Sponsor shall continue or initiate efforts to obtain donations of easements in addition to easement purchases by providing information on the tax and related benefits of easement donations to property owners in the Rural Legacy Plan Area and by identifying and soliciting easements in those parts of the Rural Legacy Area where landowners are more likely to donate rather than sell easements.
 - B. The Sponsor shall include an evaluation on efforts made and successes achieved in soliciting easement donations and the effect of Rural Legacy Program easement purchases on property owner willingness to donate rather than sell easements as a part of the Annual Report to the Rural Legacy Board required under Section 8.2 of this Agreement.

3. Conservation Reserve Enhancement Program
 - A. The Sponsor shall endeavor to enroll all easement sellers and donors into the Conservation Reserve Enhancement Program ("CREP"), including perpetual CREP restrictions as part of Rural Legacy Program easements.
 - B. The Sponsor shall include an evaluation of efforts made and successes achieved in incorporating CREP into easement agreements as a part of the Annual Report to the RLB required under Section 8.2 of this Agreement.

**ATTACHMENT B
COASTAL BAYS RURAL LEGACY AREA
FY 2022 RURAL LEGACY GRANT AGREEMENT
GENERAL CONDITION FOR RURAL LEGACY GRANT AGREEMENT
SECTION 2.3 OF THIS GRANT AGREEMENT**

Page 2 of 3

4. Stewardship

A. The Sponsor shall establish or continue a stewardship program for easements that involves easement inspections on at least three-year intervals, based on national standards and practices for easement programs.

5. Supporting Activities. In the Annual Report required under section 8.2 of this Grant Agreement, Sponsor shall describe how local planning, growth management tools, land use authority, and other supporting programs will be used to prevent incompatible development of private land until it can be permanently protected, and how these tools will protect the character of the Rural Legacy area for properties that may not be permanently protected. With respect to 1) existing programs and their strengths and weaknesses; 2) new or improved programs since the last Rural Legacy submission and; 3) programs and actions under study (with an estimate of their likelihood for enactment and implementation) Sponsor shall explain concisely how each of the following, as applicable, supports Rural Legacy objectives: protective zoning, TDR programs, PDR programs, gift easements, natural resource/environmental protection measures, support for rural economic activities and any other programs that contribute to meeting the Rural Legacy Area objectives. Sponsor shall also include in the Annual Report information on any plans and commitments to focus the use of other easement acquisition funds and shall provide data (tabular data or maps as appropriate) on the quantity, location, lot sizes and general nature of subdivision activity in the Rural Legacy Area.
6. Property List. This Grant Agreement represents a grant for the acquisition of fee or easement interest for the properties identified in Attachment C of this Grant Agreement. All of the properties listed in Attachment C of this Grant Agreement shall be within the Rural Legacy Area as approved by the Rural Legacy Board. The Sponsor shall acquire these property interests based on the priority levels represented in Attachment C and every effort shall be made to acquire the property interests identified as priority one prior to initiating acquisition of property interests in other priority levels. In cases where a change in priority level is necessary for any property, Sponsor shall notify Rural Legacy Program staff in writing of the change, with a brief explanation of the reason for the change. The change shall be reflected in the quarterly and annual reports required under section 8.1 and 8.2 of this Grant Agreement.
7. Protection of Rural Legacy Area. The Sponsor shall include in the annual report to the RLB, which is required under Section 8.2 of this Grant Agreement, a section which discusses local planning, zoning, and related resource protection programs and actions to protect the Rural Legacy Area and surrounding area from development that threatens the

**ATTACHMENT B
COASTAL BAYS RURAL LEGACY AREA
FY 2022 RURAL LEGACY GRANT AGREEMENT
GENERAL CONDITION FOR RURAL LEGACY GRANT AGREEMENT
SECTION 2.3 OF THIS GRANT AGREEMENT**

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values of, and undermines the investment in, the Rural Legacy Area. The section of the Annual report, Protection of Rural Legacy Area, shall summarize strengths and weaknesses of existing programs and describe any new or improved mechanisms that will protect the State and local investment in land, resources, and the resource-based economy in and around the Rural Legacy Area and contribute to the protection of land in the Rural Legacy Area. Actions and programs such as protective zoning, Transferable Development Right's and Purchased Development Rights's, riparian buffer ordinances, public facility policies, and tax credits should be addressed.

8. Execution of Grant Agreement. The Grant Agreement shall be executed by Sponsor and delivered to the Department of Natural Resources for execution by the Chairman of the Rural Legacy Board within ninety (90) days of the Sponsors receipt by registered mail of the Grant Agreement.
9. Period of Grant Agreement. The period of this Grant Agreement shall commence upon execution of this Agreement by all parties, the Effective Date, and shall end on the date which is twelve (12) calendar months from the Effective Date as specified in sections 2.2 and 12.12 of this Grant Agreement.
10. Acquisition Policies. Easement acquisitions, including but not limited to residential density, shall be consistent with policies set forth by the Rural Legacy Board. Sponsor shall submit an easement acquisition policy and attendant easement valuation system to be approved by the Rural Legacy Board prior to submission of any request for payment or project agreement.
11. Program Compliance. Sponsor shall provide evidence that an account for program compliance funds has been established as required in section 6.4 of this Grant Agreement prior to any request for such funds.
12. Progress Reports Sponsor shall make quarterly and annual progress reports required under sections 8.1 and 8.2 of this Grant Agreement on the standard forms provided by the Rural Legacy Program. Quarterly reports shall be submitted to the Maryland Department of Natural Resources within three weeks of the end of each quarter as determined by the execution date of the Grant Agreement. The Annual Report shall be due thirty (30) days after the end of the state fiscal year.
13. Future Funding The Board will consider the evaluations, progress reports and information required to be reported to the Rural Legacy Board, under the grant general conditions hereinabove along with the Rural Legacy criteria as set forth in the Law, in their review of any future Rural Legacy applications.

**ATTACHMENT C
COASTAL BAYS RURAL LEGACY AREA
FY 2022 RURAL LEGACY GRANT AGREEMENT
Page 1 of 1**

**Rural Legacy Grant Agreement
Attachment C**

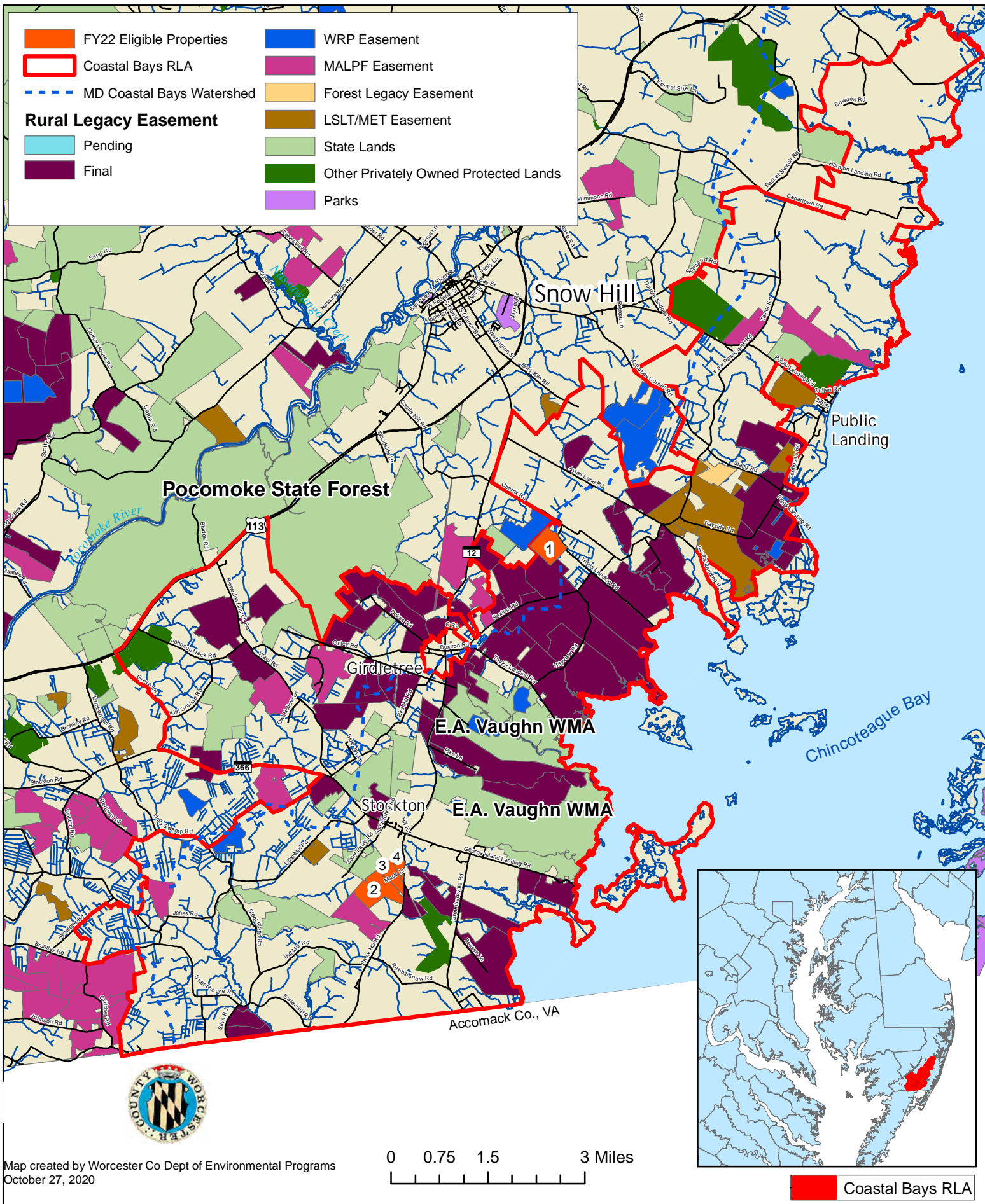
Rural Legacy Area: Coastal Bays	FY 2022 Grant Award
Sponsor's Name: County Commissioners of Worcester County	
Contact Name: Katherine Munson	Contact Telephone Number: 410-632-1220 ext 1302
Contact Address: Worcester County Department of Development Review and Permitting; 1 W. Market St, #1302; Snow Hill, MD 21863	
In accordance with Section 2.1, Amount of Grant Not to Exceed \$760,000	

Rural Legacy Model Easement being used: Yes No (If no, then attach the Alternate Model Easement to be used)

Eligible Properties

Owner's Name	Property Address	Priority Level	County	Tax Map Information					Acres	Fee	Easement
				Map	Parcel	Grid	Page	Lot			
Truitts Landing Farm (#1)	Truitts Landing Road, Snow Hill	1	Wo	72	11	'19			112.03		X
Porter Mill Properties (#2)	Snow Hill Road, Stockton	1	Wo	94	7	8			155.02		X
Porter Mill Properties (#3)	Snow Hill Road, Stockton	1	Wo	94	173	9			59.07		X
Porter Mill Properties (#4)	Snow Hill Road, Stockton	1	Wo	94	9	3			22.25		X

Attachment A: Coastal Bays Rural Legacy Area, FY22 Grant Agreement



Map created by Worcester Co Dept of Environmental Programs
October 27, 2020

0 0.75 1.5 3 Miles

■ Coastal Bays RLA

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

THIS GRANT AGREEMENT (“Agreement”) is made this ____ day of _____, 2022 by and between the STATE OF MARYLAND, acting through the RURAL LEGACY BOARD (“RLB”), Rural Legacy Program, Department of Natural Resources, 580 Taylor Avenue, Annapolis, Maryland 21401, the COMMISSIONERS FOR SOMERSET COUNTY, Post Office Box 37, Princess Anne, Maryland 21852, and THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, 1 West Market Street, Room 1103, Snow Hill, MD, 21863, (“Local Government”), and the LOWER SHORE LAND TRUST, 100 River Road, Snow Hill, Maryland 21863, a non-profit corporation incorporated in the State of Maryland, (“Land Trust”) (hereinafter Local Government and Land Trust are sometimes referred to collectively as the “Sponsor”).

RECITALS

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

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

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

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

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

WHEREAS, the RLB’s Rural Legacy Area designation, Rural Legacy Plan acceptance, Grant award and authorization to execute this Agreement were subject to approval by the Maryland State Board of Public Works (“BPW”) and such approvals have been given by the BPW on December 1, 2021; and

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

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

Section 1. Definitions.

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

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

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

BPW is defined in the Recitals Section of this Agreement.

Contract is defined in Section 4.2.5 of this Agreement.

Easement is defined in Section 4.2.2. of this Agreement.

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

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

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

FSCMCO is defined in Section 4.1. of this Agreement.

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

Law is defined in Section 3.7. of this Agreement.

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

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

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

Program is defined in the Recitals Section of this Agreement.

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

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

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

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

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

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

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

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

Section 2. Grant and Special Conditions.

2.1. Amount of Grant. Subject to the terms and conditions of this Agreement, the RLB hereby agrees to award a grant to the Sponsor in an amount not to exceed One-Million Five-Thousand Dollars (\$1,005,000) (the “Total Grant Amount”) to be used solely for payment of approved Project Costs in connection with acquisition of Permitted Real Estate Interests in Eligible Properties. In accordance with the terms and conditions of this Agreement and each Project Agreement, and during the Grant Period as defined below, the RLB shall disburse to the Local Government that portion of the Total Grant Amount which equals approved Project Costs for acquisition of Eligible Properties, provided however, that such disbursements shall cease upon the earlier to occur of (a) the date on which the sum total of all disbursements hereunder equals the Total Grant Amount, or (b) the expiration of the Grant Period. The Local Government shall be responsible for disbursing that portion of the Total Grant Amount which equals approved Project Costs for acquisition of Eligible Properties to the Land Trust who is a party to a particular Project Agreement, provided such Project Costs were incurred by the Land Trust and not the Local Government.

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

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

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

Section 3. Sponsor's Performance.

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

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

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

3.4. Project Agreement. If the Local Government, the Land Trust and a property owner of an Eligible Property reach agreement on the terms of an acquisition, the Local Government and the Land Trust shall prepare a Project Agreement, substantially in the form required by the RLB (a copy can be obtained from the Rural Legacy staff) ("Project Agreement"). The Project Agreement shall include a copy of the Contract (as defined in Section 4.2.5) for the Eligible Property, and, as applicable, the proposed form of the Easement or the proposed form of the Deed and other supporting documents. The Project Agreement shall specify the amount of total permissible costs, including direct (contract) costs, incidental costs, administrative costs, and easement monitoring costs ("Project Costs") which the Local Government and the Land Trust shall receive from the Total Grant Amount following Sponsor's

satisfaction of the terms of this Agreement, however the disbursement of that portion of the total Grant Amount shall be made by the RLB to the Local Government who shall then disburse any portions thereof due to the Land Trust as provided in Section 2.1 hereof.

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

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

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

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

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

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

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

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

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

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

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

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

4.2.7. Title Insurance. The Acquiring Sponsor shall obtain title insurance for the Eligible Property in the form of an Owner's Policy from a title insurance company licensed to do business in the State of Maryland in the amount of the purchase price of the Permitted Real Estate Interest in the Eligible Property. The title insurance policy shall not contain exceptions to title which (a) would defeat the purpose of the Program and any Easement or Deed placed upon the Eligible Property as required by the Program, (b) create a remainder, reversion, or condition which could cause forfeiture or reversion of title, (c) require the payment of money by any SLCO, unless such exception is approved by any SLCO, (d) list an unsubordinated mortgage, deed of trust, judgment, lien or other encumbrance, contract or purchase option, which would, if foreclosed or enforced, take priority over and eliminate the interest of the Acquiring Sponsor, the FSCMCO, any SLCO and any Title Holders in the Easement in the Eligible Property, (e) provide for the lien of unpaid taxes or show any taxes or any other charges or assessments as unpaid, unless such taxes, charges or assessments are not yet due and payable, (f) are the preprinted standard exceptions (unless any preprinted exception would require a survey acceptable to the title company in order to remove such exception and a decision has been made not to obtain such a survey pursuant to Section 4.2.4) or (g) any exception unacceptable to the FSCMCO, any SLCO or any Title Holder.

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

4.2.9. Environmental Assessment. The Contract shall provide the Acquiring Sponsor, the FSCMCO, the SLCO, if any, and any Title Holder with the right to conduct an environmental site assessment of the Eligible Property. The Acquiring Sponsor, the FSCMCO, and any Title Holder shall, at a minimum, complete or cause to have completed an environmental site assessment of the Eligible Property, in form and content acceptable to the Acquiring Sponsor, the FSCMCO, any Title Holder, Rural Legacy Board or designee. The environmental site assessment form prepared as a result of such environmental site assessment shall be attached to the Project Agreement, documenting at a minimum the physical inspection of the Eligible Property and the findings from an inquiry into the historical uses of the Eligible

Property. If any environmental hazard is found or suspected, it is to be listed in the Project Agreement with a proposed plan for addressing such environmental hazards. If a SLCO is to be the Title Holder, the SLCO may have requirements on the form of the environmental site assessment and the proposal for handling any suspected or found environmental hazards.

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

4.3. Local Government as Title Holder. Notwithstanding the foregoing and unless the SLCO indicates in writing to the RLB to the contrary at the time the SLCO agrees to be a Title Holder, if a Local Government is an Easement or fee simple estate Title Holder, then the Local Government shall approve matters of title, metes and bounds description, survey and environmental assessment, and the attorney for such Local Government shall sign the Deed or Easement as prepared by or under the supervision of an attorney and as to form and legal sufficiency, and the approval of the Local Government shall be evidenced by the duly authorized signatures on the Deed or the Easement of the Local Government and the written assurance of the Local Government to the RLB that the Local Government has duly investigated matters of title, metes and bounds description, survey and environmental assessment, does not believe the information revealed in the title, metes and bounds description, survey and environmental assessment would defeat the purpose of the Program, is satisfied with and willing to assume any risks revealed therefrom.

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

Section 5. Disposal of Fee Simple Property.

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

Section 6. Reimbursement of Costs.

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

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

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

6.4. Program Compliance Costs. Depending on the fund source (i.e. whether bond funds are used to fund the Grant), a portion of the Grant, not to exceed one and one-half percent (1½ %) of each Easement purchase cost, may be used to pay for program compliance costs for monitoring Easements. To be eligible, Acquiring Sponsors must document that payments for monitoring costs will be placed in an endowment or other special account to be made available only to the Grantee for the purpose of monitoring the specific Easement acquired with Rural Legacy funds. Fees charged for program compliance for Easement monitoring will be invested in a long term, managed investment account, the principal of which may not be withdrawn or used without the approval of the RLB. Additional provisions regarding program compliance costs are set forth in the Rural Legacy Manual.

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

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

Section 7. Stewardship and Monitoring for Program Compliance.

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

Section 8. Reporting.

8.1. INTENTIONALLY DELETED.

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

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

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

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

- A. Withhold payment of funds under this Agreement until the Sponsor performs its obligations, after notice is provided to the Sponsor of the violation of this Agreement and opportunity is provided for compliance satisfactory to the Board;
- B. Perform the Sponsor's obligations, including but not limited to, maintaining, operating or repairing the Eligible Property to protect it from further damage, using funds available under this Agreement;
- C. Collect damages from the Sponsor for the costs of performing the Sponsor's obligations, after notice is provided to the Sponsor of the violation of this Agreement and opportunity is provided for compliance satisfactory to the Board;
- D. Terminate the Agreement in whole or in part;
- E. Withhold approval of any grant request submitted by the Sponsor to the RLB under this Agreement;

- F. Debar the Sponsor from applying for future Program funds; and
- G. Initiate legal action to enforce the terms of this Agreement, the Easement and/ or exercise any other right or remedy under the Law or available at law or in equity.

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

Section 12. Miscellaneous.

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

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

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

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

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

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

12.7. Disclaimer of partnership status. Nothing in the provisions of this Agreement shall be deemed in any way to create between the parties hereto any relationship of

partnership, joint venture or association, and the parties hereto hereby disclaim the existence of any such relationship.

12.8. Nondiscrimination. Sponsor agrees not to discriminate against any employee, applicant for employment, or other person because of sex, race, age, creed, color, religious affiliation, mental or physical handicap, national origin, ancestry or marital status and to comply with the terms, intent and provisions of Title VII of the Civil Rights Act of 1964 P.L. 88-354 (1964) and its amendments, Article 49B Sections 14 to 18 (Discrimination in Employment) of the Annotated Code of Maryland (1994 Replacement Volume and its amendments), and the Americans with Disabilities Act of 1990, P.L. 101-336 and its amendments, and with all local, state and federal laws now or hereinafter enacted to effectuate the goals of the aforesaid statutes.

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

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

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

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

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

12.14. Certificate of Corporation. The Land Trust hereby certifies that it is a domestic not-for-profit corporation which is registered or qualified in accordance with the Corporations and Associations Article of the Annotated Code of Maryland and is in good

ITEM 12

standing and has filed all its annual reports with the State of Maryland Department of Assessments and Taxation and registrations and any other requirements required pursuant to the laws of the State of Maryland regarding not-for-profit corporations.

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

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

SIGNATURES BEGIN ON THE NEXT PAGE

ITEM 12

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

WITNESS/ATTEST:

Ralpho Taylor

(Signature)

Ralpho Taylor

(Print Name)

COMMISSIONERS FOR SOMERSET COUNTY:

BY: [Signature] (SEAL)

Craig N. Mathies, Sr.
President

DATE: 1-18-22



WITNESS/ATTEST:

(Signature)

(Print Name)

COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND:

BY: _____ (SEAL)

Joseph M. Mitrecic
President

DATE: _____

WITNESS/ATTEST:

[Signature]

(Signature)

Catherine Patton

(Print Name)

LOWER SHORE LAND TRUST:

BY: [Signature] (SEAL)

Hugh Cropper, IV
Chairman

DATE: 1/20/21

WITNESS/ATTEST:

(Signature)

(Print Name)

STATE OF MARYLAND RURAL LEGACY BOARD:

BY: _____

Jeannie Haddaway-Riccio
Chairman, Rural Legacy Board

DATE: _____

Approved as to form and legal sufficiency
this _____ day of _____, 2022.

Assistant Attorney General

Approved as to form and legal sufficiency
this 19th day of January, 2022.



City Solicitor / County Attorney



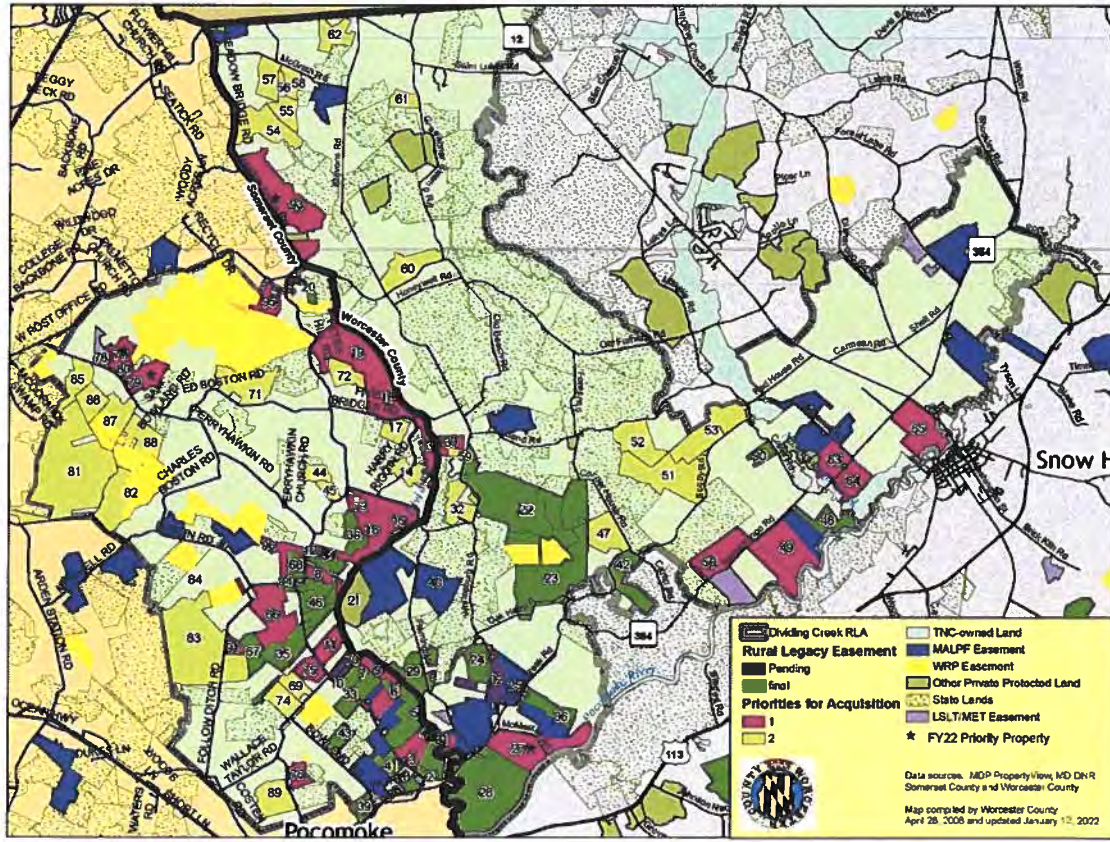
Approved as to form and legal sufficiency
this _____ day of _____, 2022.

City Solicitor / County Attorney

ATTACHMENT A
DIVIDING CREEK RURAL LEGACY AREA
FY 2022 RURAL LEGACY GRANT AGREEMENT

Page 1 of 1

FY22 Grant Agreement: Attachment A



Dividing Creek Rural Legacy Area,
Worcester & Somerset Counties

ATTACHMENT B
DIVIDING CREEK RURAL LEGACY AREA
FY 2022 RURAL LEGACY GRANT AGREEMENT
GENERAL CONDITION FOR RURAL LEGACY GRANT AGREEMENT
SECTION 2.3 OF THIS GRANT AGREEMENT

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The Sponsor shall comply with the following General Conditions of this Grant Agreement:

1. Point System and Ranking Any point system used by the Sponsor to rank and value easement acquisitions shall:
 - A. Incorporate natural and cultural features and water quality protection to the degree these values exist in the Rural Legacy Area and are a priority objective of the Rural Legacy Plan.
 - B. Give priority to properties that alone, or in conjunction with other properties, protect contiguous large blocks of agricultural, forestry, natural or cultural resources.
 - C. Be submitted to the Rural Legacy Program for approval prior to, or as part of the submission of easement or fee request.
2. Easement Donation
 - A. The Sponsor shall continue or initiate efforts to obtain donations of easements in addition to easement purchases by providing information on the tax and related benefits of easement donations to property owners in the Rural Legacy Plan Area and by identifying and soliciting easements in those parts of the Rural Legacy Area where landowners are more likely to donate rather than sell easements.
 - B. The Sponsor shall include an evaluation on efforts made and successes achieved in soliciting easement donations and the effect of Rural Legacy Program easement purchases on property owner willingness to donate rather than sell easements as a part of the Annual Report to the Rural Legacy Board required under Section 8.2 of this Agreement.
3. Conservation Reserve Enhancement Program
 - A. The Sponsor shall endeavor to enroll all easement sellers and donors into the Conservation Reserve Enhancement Program ("CREP"), including perpetual CREP restrictions as part of Rural Legacy Program easements.
 - B. The Sponsor shall include an evaluation of efforts made and successes achieved in incorporating CREP into easement agreements as a part of the Annual Report to the RLB required under Section 8.2 of this Agreement.

**ATTACHMENT B
DIVIDING CREEK RURAL LEGACY AREA
FY 2022 RURAL LEGACY GRANT AGREEMENT
GENERAL CONDITION FOR RURAL LEGACY GRANT AGREEMENT
SECTION 2.3 OF THIS GRANT AGREEMENT**

Page 2 of 3

4. Stewardship

A. The Sponsor shall establish or continue a stewardship program for easements that involves easement inspections on at least three-year intervals, based on national standards and practices for easement programs.

5. Supporting Activities. In the Annual Report required under section 8.2 of this Grant Agreement, Sponsor shall describe how local planning, growth management tools, land use authority, and other supporting programs will be used to prevent incompatible development of private land until it can be permanently protected, and how these tools will protect the character of the Rural Legacy area for properties that may not be permanently protected. With respect to 1) existing programs and their strengths and weaknesses; 2) new or improved programs since the last Rural Legacy submission and; 3) programs and actions under study (with an estimate of their likelihood for enactment and implementation) Sponsor shall explain concisely how each of the following, as applicable, supports Rural Legacy objectives: protective zoning, TDR programs, PDR programs, gift easements, natural resource/environmental protection measures, support for rural economic activities and any other programs that contribute to meeting the Rural Legacy Area objectives. Sponsor shall also include in the Annual Report information on any plans and commitments to focus the use of other easement acquisition funds and shall provide data (tabular data or maps as appropriate) on the quantity, location, lot sizes and general nature of subdivision activity in the Rural Legacy Area.
6. Property List. This Grant Agreement represents a grant for the acquisition of fee or easement interest for the properties identified in Attachment C of this Grant Agreement. All of the properties listed in Attachment C of this Grant Agreement shall be within the Rural Legacy Area as approved by the Rural Legacy Board. The Sponsor shall acquire these property interests based on the priority levels represented in Attachment C and every effort shall be made to acquire the property interests identified as priority one prior to initiating acquisition of property interests in other priority levels. In cases where a change in priority level is necessary for any property, Sponsor shall notify Rural Legacy Program staff in writing of the change, with a brief explanation of the reason for the change. The change shall be reflected in the quarterly and annual reports required under section 8.1 and 8.2 of this Grant Agreement.
7. Protection of Rural Legacy Area. The Sponsor shall include in the annual report to the RLB, which is required under Section 8.2 of this Grant Agreement, a section which discusses local planning, zoning, and related resource protection programs and actions to protect the Rural Legacy Area and surrounding area from development that threatens the

**ATTACHMENT B
DIVIDING CREEK RURAL LEGACY AREA
FY 2022 RURAL LEGACY GRANT AGREEMENT
GENERAL CONDITION FOR RURAL LEGACY GRANT AGREEMENT
SECTION 2.3 OF THIS GRANT AGREEMENT**

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values of, and undermines the investment in, the Rural Legacy Area. The section of the Annual report, Protection of Rural Legacy Area, shall summarize strengths and weaknesses of existing programs and describe any new or improved mechanisms that will protect the State and local investment in land, resources, and the resource-based economy in and around the Rural Legacy Area and contribute to the protection of land in the Rural Legacy Area. Actions and programs such as protective zoning, Transferable Development Right's and Purchased Development Rights', riparian buffer ordinances, public facility policies, and tax credits should be addressed.

8. Execution of Grant Agreement. The Grant Agreement shall be executed by Sponsor and delivered to the Department of Natural Resources for execution by the Chairman of the Rural Legacy Board within ninety (90) days of the Sponsors receipt by registered mail of the Grant Agreement.
9. Period of Grant Agreement. The period of this Grant Agreement shall commence upon execution of this Agreement by all parties, the Effective Date, and shall end on the date which is twelve (12) calendar months from the Effective Date as specified in sections 2.2 and 12.12 of this Grant Agreement.
10. Acquisition Policies. Easement acquisitions, including but not limited to residential density, shall be consistent with policies set forth by the Rural Legacy Board. Sponsor shall submit an easement acquisition policy and attendant easement valuation system to be approved by the Rural Legacy Board prior to submission of any request for payment or project agreement.
11. Program Compliance. Sponsor shall provide evidence that an account for program compliance funds has been established as required in section 6.4 of this Grant Agreement prior to any request for such funds.
12. Progress Reports. Sponsor shall make quarterly and annual progress reports required under sections 8.1 and 8.2 of this Grant Agreement on the standard forms provided by the Rural Legacy Program. Quarterly reports shall be submitted to the Maryland Department of Natural Resources within three weeks of the end of each quarter as determined by the execution date of the Grant Agreement. The Annual Report shall be due thirty (30) days after the end of the state fiscal year.
13. Future Funding. The Board will consider the evaluations, progress reports and information required to be reported to the Rural Legacy Board, under the grant general conditions hereinabove along with the Rural Legacy criteria as set forth in the Law, in their review of any future Rural Legacy applications.

**ATTACHMENT C
DIVIDING CREEK RURAL LEGACY AREA
FY 2022 RURAL LEGACY GRANT AGREEMENT**

Page 1 of 1

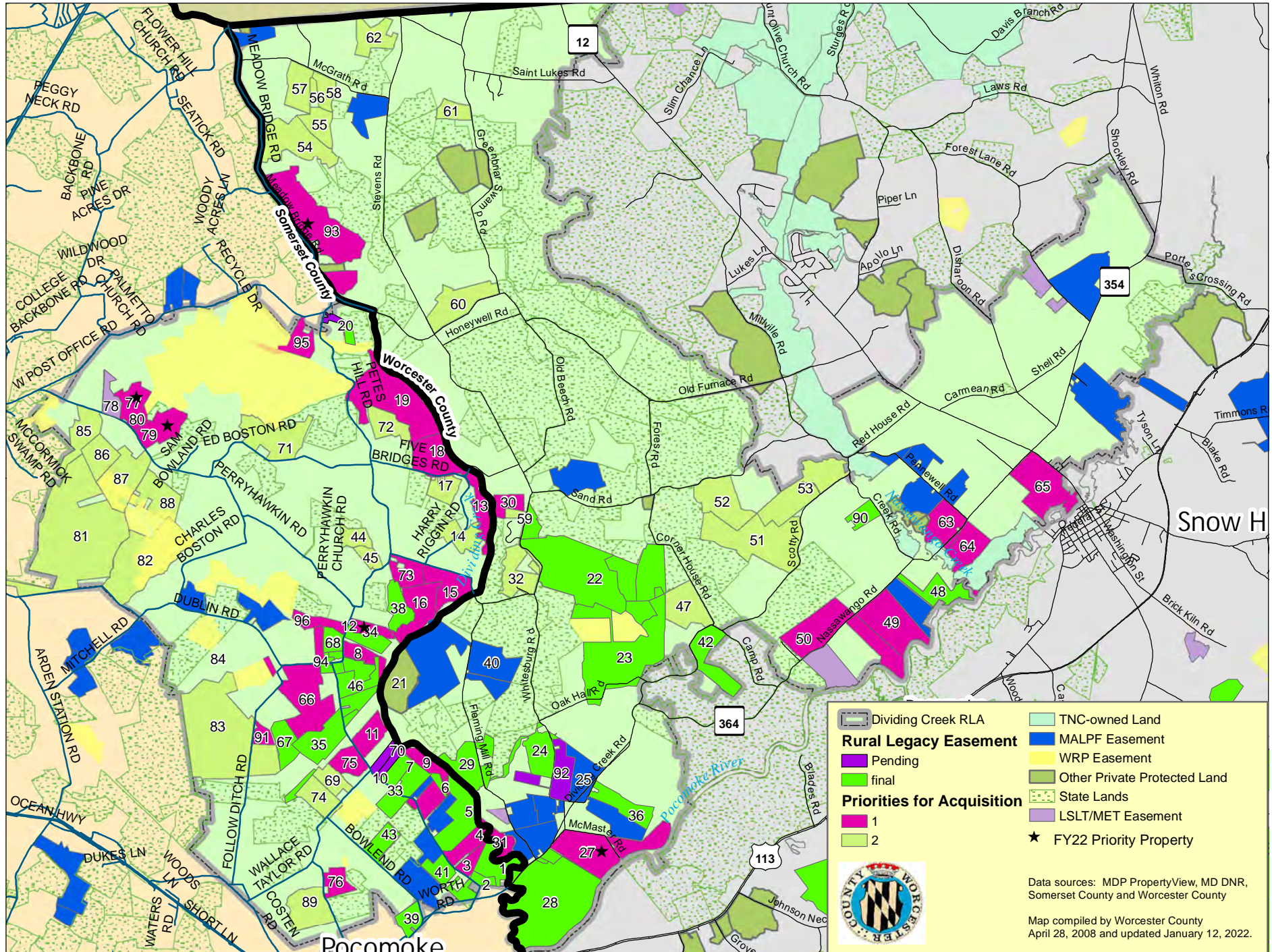
**Rural Legacy Grant Agreement
Attachment C**

Rural Legacy Area Dividing Creek	FY 2022 Grant Award
Sponsor's Name Somerset and Worcester Counties; and Lower Shore Land Trust	
Contact Name Jared R. Parks, Lower Shore Land Trust, Land Programs Manager	Contact Telephone Number 443-234-5587
Contact Address 100 River Street, Snow Hill, MD 21863	
In accordance with Section 2.1, Amount of Grant Not to Exceed \$1,005,000	

Rural Legacy Model Easement being used: Yes No (If no, then attach the Alternate Model Easement to be used)

Eligible Properties

Owner's Name	Property Address	Priority Level	County	Tax Map Information					Acres	Fee	Easement
				Map	Parcel	Grid	Page	Lot			
Insley Parcel #77 on map	Perryhawkin Road	1	Som	16	7	17			101.56		X
Layfield Parcel #79 on map	Perryhawkin Road	1	Som	16	5	17			135.39		X
Bishop Parcel #34 on map	33713 Dublin Road	1	Som	25	19	23			55.6		X
Ennis Parcel #92 on map	4016 Whitesburg Road	1	Wor	69	21	21			165.55		X
Anderson Parcel #27 on map	2422 McMaster Road	1	Wor	77	5	10			406.46		X
Steve Beauchamp	9237 Follow Ditch Road	1	Som	34	54	14			47.5		X



Dividing Creek Rural Legacy Area,
Worcester & Somerset Counties





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

Memorandum

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

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

Subject: **Rural Legacy – FY 23 Grant Applications**
 Coastal Bays and Dividing Creek Rural Legacy Areas

Date: 1/24/22

Attached you will find a memorandum from Katherine Munson and applications for funding for both the Coastal Bays and Dividing Creek Rural Legacy Areas (RLA). The amount requested in these applications totals \$2,710,000. There is no required County match to participate in this state program. The County is in partnership with Somerset County for the Dividing Creek RLA and they have the Lower Shore Land Trust (LSLT) handle the administrative responsibilities as a co-grantee for easements in Somerset County.

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

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

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

Enclosures

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

cc: Roscoe Leslie
 Katherine Munson
 Kim Reynolds



DEPARTMENT OF ENVIRONMENTAL PROGRAMS

Worcester County

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

AGRICULTURAL PRESERVATION
CONSERVATION PROGRAM
WATER & SEWER PLANNING
SHORELINE CONSTRUCTION

WELL & SEPTIC
NATURAL RESOURCES
PLUMBING & GAS
COMMUNITY HYGIENE

Memorandum

TO: Robert Mitchell, Director

FROM: Katherine Munson, Planner V *KM*

SUBJECT: FY23 Rural Legacy Grant Applications

DATE: January 21, 2022

Please find attached for County Commissioner approval, applications for FY23 funding for the Coastal Bays and the Dividing Creek Rural Legacy Areas for a total of \$2,710,000.00. FY22 applications are due February 8, 2022.

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

Counties with two Rural Legacy Areas are required to indicate which Area is preferred for funding. The attached letter indicates preference for Dividing Creek RLA for FY23. Typically we alternate preference each application cycle. Last year we indicated preference for Coastal Bays RLA.

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

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

Somerset County has reviewed and approved the FY23 Dividing Creek RLA application.

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

DATE

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

RE: Coastal Bays and Dividing Creek Rural Legacy Areas, FY23 Applications

Dear Members of the Rural Legacy Board:

The Worcester County Commissioners are pleased to submit requests for funding for both the Coastal Bays Rural Legacy Area (RLA) and the Dividing Creek RLA. Since we are requesting funding for more than one RLA, we are asked to indicate which application we favor for funding in FY22. We place higher priority on the Dividing Creek RLA application this year, as last year, higher priority was placed on the Coastal Bays RLA application.

Thank you for considering our FY23 applications. We look forward to continuing to work with the Rural Legacy Program on our shared land protection goals in FY23.

Sincerely,

Joseph M. Mitrecic
President

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

Cover Sheet Rural Legacy Application

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

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

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

Rural Legacy Area Name: Dividing Creek
--

**RENEWAL AND AREA EXPANSION
GRANT APPLICATION**

SECTION I: RLA Statistical Information

1. What is the total acreage of the existing Rural Legacy Area (RLA)? 67,812
2. With this Application, is a RLA boundary expansion being requested? No
If so, how many additional acres are in the expansion area? N/A
What is the total acreage of the proposed RLA with expansion: N/A
Please describe in detail the adjustments to the boundaries of the approved RLA. N/A
3. How many acres do you propose to protect with the funds requested in this Application?
805
4. What is the projected total cost per acre for land acquisition proposed in this Application? (Include land and transactional costs, i.e. administrative, indirect and compliance costs.)

Easement: \$2,200/acre farmland; \$1,500/acre woodland
Fee Simple: N/A
5. What is the total amount of Rural Legacy Program (RLP) grant funds being requested in this Application? \$1,710,000
6. How many acres, including the acres proposed in this Application, do you plan to protect with RLP funds over the next 10 years of the Program? The Sponsors have a goal of protecting 50% of the un-developed land within the DCRLA. From our calculations last year, there are approximately 4,780 acres left to protect to get us to that goal.
7. Estimate the amount of additional RLP funds that will be needed to preserve the RLA goal acreages (based on current easement prices and the acreages currently preserved in the RLA). \$9,082,000 (4,780 acres @ \$1,900/acre)
8. By January 15th, submit GIS data for lands within the RLA protected by any local land preservation program administered solely by the County/Counties in which the RLA is located and/or the sponsoring Land Trust, in accordance with the "GIS Submittal Guidelines." Send to Tom.mccarthy@maryland.gov

SECTION II: Leveraging RLP Funds

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

Worcester County did not seek reimbursement of \$446.17 for administrative costs from ES Adkins project completed on August 27, 2021 due to there being insufficient funds remaining on existing grant agreements.

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

The Lower Shore Land Trust (LSLT) partnered with the Maryland Environmental Trust (MET) to accept a donated easement from Daryl Insley and Terisa Layfield. The property is 70 acres and within the Somerset portion of the DCRLA, and the easement was recorded on 12/4/2020. LSLT is currently working with both Daryl Insley and Terisa Layfield on RLP easements neighboring the donated easement parcel to expand the block of protected lands along Perryhawkin Road east of Princess Anne.

LSLT partnered with MET to accept a donated easement from MIV Real Estate, LLC on 12/17/2021. This easement protected 156+ acres on the Pocomoke River adjacent to the old Nassawango Golf Course recently acquired by the State. This easement is in the Worcester County portion of the DCRLA.

Worcester County closed the Wilkins MALPF easement on December 15, 2021 in the DCRLA. The easement is 138.28 acres and is located at Worcester County Tax Map 77, Parcel 102 and is valued at \$398,918.21.

SECTION III: Bonus Points

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

There were 2 easements completed in Somerset in 2021. One had no buffer requirement as there were no streams. The second had a required 50-foot buffer on Dublin Lead Ditch. Worcester also completed 2 easements in 2021 both with required 100-foot buffers.

The average buffer width in 2021 was 83 feet.

2. Describe any form of public access that has been permitted on properties during the past 12 months, i.e., hunting, educational school trips, trail access?
Leased hunting is permitted on all easement properties.
3. Describe any social benefits that resulted because of RLA properties preserved during the past 12 months, i.e., support for local food supply, farm-to-schools, benefits to underserved communities, innovative partnerships, linking children to nature? N/A
4. Describe any enhanced best management practices included in RLA easements during the past 12 months (these would be in addition to the standard practices such as impervious surface limitation of 2%; CAFO restriction; 100 foot stream buffers; Soil Conservation and Water Quality Plan; and Forest Stewardship Plan/compliance with the *Soil Erosion and Sediment Control Guidelines for Forest Harvest Operations in Maryland*) N/A

SECTION IV: Special Circumstances

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

SECTION V: Multiple County Priority Designation

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

Letter for Worcester County attached to application.

SECTION VI: Proposed Property Acquisitions

Complete the Proposed Acquisition List Form for the top ten (10) proposed acquisitions in the RLA for Fiscal Year 2023 funding (submit Form with Application).

SECTION VII: FOR EXPANSION REQUESTS ONLY

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

SECTION VIII: Annual Report

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

SECTION IX: Stewardship

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

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

SUBMIT COMPLETED RURAL LEGACY PROGRAM GRANT APPLICATIONS TO:

**Rural Legacy Program
Land Acquisition and Planning Unit
Tom McCarthy, Conservation Easement Supervisor
Tom.mccarthy@maryland.gov**

ITEM 13

***Fiscal Year 2023 Grant Application submission deadline): Second Tuesday in February by 5:00 p.m.
(*unless otherwise given specific permission)***

State of Maryland Department of Natural Resources
Rural Legacy Program Application

Proposed Acquisitions – Fiscal Year 2023

Rural Legacy Area Name DIVIDING CREEK

PROPERTY	Owner's Name	Property Address	Estimated Cost	Acres	Tax Map Information					Easement or Fee (E or F)	Buffer Width	Public Access (Y or N)	Social Benefits
					Tax Map	Account ID #	Grid	Parcel	Lot				
Pending-FY21	Insley Parcel #77 on map	Perryhawkin Road	\$200,000	101.56	SO 16	15017325	17	7		E	100	N	N
Pending-FY21	Layfield Parcel #79 on map	Perryhawkin Road	\$265,000	135.39	SO 16	15005157 15005149	17	5	2 lots	E	100	N	N
Pending-FY21	Bishop Parcel #34 on map	33713 Dublin Road	\$135,000	55.6	SO 25	04060660	23	19		E	100	N	N
Pending-FY21	Ennis Parcel #92 on map	4016 Whitesburg Road	\$465,000	165.55	WO 69	07005776	21	21		E	100	N	N
FY22 Funds	Anderson Parcel #27 on map	2422 McMaster Road	\$900,000	406.46	WO 77	07006306	10	5		E	100	N	N
1	Steve Beauchamp Parcel #91 on map	9237 Follow Ditch Road	\$104,000	47.5	SO 34	04060571	14	54		E	100	N	N
2	Meadows Edge Farm LLC Parcel #75 on map	Wallace Taylor Road	\$205,000	92	SO 34	04065751	22	18		E	100	N	N

ITEM 13

RL Program Application
Proposed Acquisitions FY 2023

RLA Name: DIVIDING CREEK

Page 3

PROPERTY	Owner's Name	Property Address	Estimated Cost	Acres	Tax Map Information					Easement or Fee (E or F)	Buffer Width	Public Access (Y or N)	Social Benefits
					Tax Map	Account ID #	Grid	Parcel	Lot				
3	West, Lee Parcel #15 on map	34589 Flemming Mill Pond Road	\$365,000	164	SO 25	04067002	18	39		E	100	N	N
3	West, Lee Parcel #73 on map	34163 Fleming Mill Pond Road	\$225,000	101	SO 25	04066987	18	113		E	100	N	N
4	Boyer Family LLC Parcel #49 on map	Nassawango RD	\$560,000	256	WO 62	07005040	24	24		E	100	N	N
5	Manufacturers and Traders Trust Co Parcel #64 on map	Nassawango Road	\$250,000	144.48	WO 63	02007819	7	85		E	100	N	N
6	Fulton, Martha and Jennie Parcel #63 on map	4824 Pennewell Road	\$350,000	151.3	WO 63	02007371	7	83		E	100	N	N
7	Pulice, Tim Parcel #95 on map	33365 West Post Office Road	\$140,000	89	SO 17	15007761	3	12		E	100	N	N
8	Beauchamp, James Parcel #96 on map	Dublin Road	\$125,000	81	SO 25	04064402	22	42		E	100	N	N

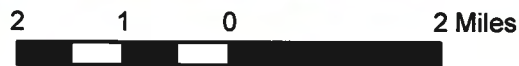
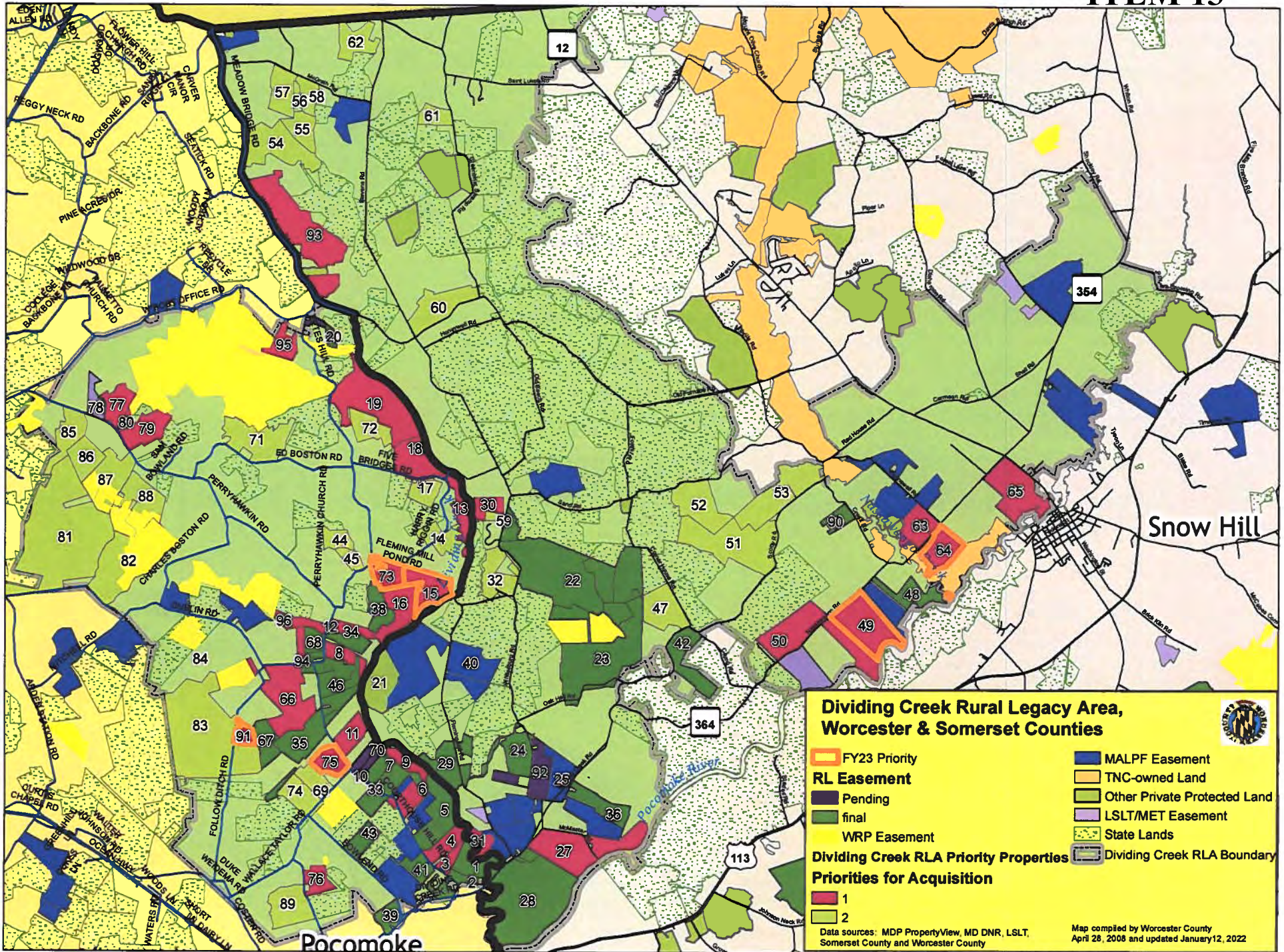
ITEM 13

RL Program Application
Proposed Acquisitions FY 2023

RLA Name: DIVIDING CREEK

Page 3

PROPERTY	Owner's Name	Property Address	Estimated Cost	Acres	Tax Map Information					Easement or Fee (E or F)	Buffer Width	Public Access (Y or N)	Social Benefits
					Tax Map	Account ID #	Grid	Parcel	Lot				
8	Beauchamp, James Parcel #94 on map	33438 Dublin Road	\$95,000	57	SO 34	04072162	3	82		E	100	N	N
9	Abercrombie/Truitt's Landing Farm, LLC Parcel #93 on map	Stevens Road	\$800,000	515	WO 44	07002769	16	10		E	100	N	N



Cover Sheet Rural Legacy Application

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

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

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

Rural Legacy Area Name: Coastal Bays

RURAL LEGACY PROGRAM – FISCAL YEAR 2023

**RENEWAL AND AREA EXPANSION
GRANT APPLICATION**

SECTION I: RLA Statistical Information

1. What is the total acreage of the existing Rural Legacy Area (RLA)? 45,945 acres
2. With this Application, is a RLA boundary expansion being requested? No (Yes or No)
 If so, how many additional acres are in the expansion area? _____
 What is the total acreage of the proposed RLA with expansion: _____
 Please describe in detail the adjustments to the boundaries of the approved RLA.
3. How many acres do you propose to protect with the funds requested in this Application?
380 +/-
4. What is the projected total cost per acre for land acquisition proposed in this Application?
 (Include land and transactional costs, i.e. administrative, indirect and compliance costs.)
 Easement \$2,600
 Fee Simple N/A
5. What is the total amount of Rural Legacy Program (RLP) grant funds being requested in this Application? \$1,000,000.00
6. How many acres, including the acres proposed in this Application, do you plan to protect with RLP funds over the next 10 years of the Program? 2,800
7. Estimate the amount of additional RLP funds that will be needed to preserve the RLA goal acreages (based on current easement prices and the acreages currently preserved in the RLA). \$7 million
8. By January 15th, submit GIS data for lands within the RLA protected by any local land preservation program administered solely by the County/Countries in which the RLA is located and/or the sponsoring Land Trust, in accordance with the “GIS Submittal Guidelines.” Send to Tom.mccarthy@maryland.gov

SECTION II: Leveraging RLP Funds

1. Describe ways the Sponsor utilized their own funds in the past 12 months to permanently conserve land in the RLA. (such as not seeking reimbursement for administrative, program compliance, or incidental costs) None

2. Detail all funding sources/conservation programs that were utilized in the past 12 months to permanently conserve land in the RLA (ex: REPI/ACUB, MALPF, MET, County, Federal, Private, Installment Purchase Programs, etc. If unsure, consider contacting the local County MALPF Administrator or other County staff to obtain number of easements and acreages preserved through all programs, including County open space acreage preserved.). None this year.

SECTION III: Bonus Points

1. What was the average width of riparian buffers for RLA properties acquired in the past 12 months? 100 feet
2. Describe any form of public access that has been permitted on properties during the past 12 months, i.e., hunting, educational school trips, trail access? Many RL properties are leased for hunting; one property is used for the annual Worcester County Herp Search in May; another property is used by Delmarva Birding Weekend for a walking tour and for landowner educational outreach conducted by Lower Shore Land Trust annually.
3. Describe any social benefits that resulted because of RLA properties preserved during the past 12 months, i.e., support for local food supply, farm-to-schools, benefits to underserved communities, innovative partnerships, linking children to nature? None
4. Describe any enhanced best management practices included in RLA easements during the past 12 months (these would be in addition to the standard practices such as impervious surface limitation of 2%; CAFO restriction; 100 foot stream buffers; Soil Conservation and Water Quality Plan; and Forest Stewardship Plan/compliance with the *Soil Erosion and Sediment Control Guidelines for Forest Harvest Operations in Maryland*) None

SECTION IV: Special Circumstances

Describe any unique circumstances or specific projects that should be considered for potential RLP funding. Please limit your response (if any) to one (1) page. None.

SECTION V: Multiple County Priority Designation

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

SECTION VI: Proposed Property Acquisitions

Complete the Proposed Acquisition List Form for the top ten (10) proposed acquisitions in the RLA for Fiscal Year 2023 funding (submit Form with Application).

SECTION VII: FOR EXPANSION REQUESTS ONLY

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

SECTION VIII: Annual Report

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

SECTION IX: Stewardship

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

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

SUBMIT COMPLETED RURAL LEGACY PROGRAM GRANT APPLICATIONS TO:

**Rural Legacy Program
Land Acquisition and Planning Unit
Tom McCarthy, Conservation Easement Supervisor
Tom.mccarthy@maryland.gov**

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

State of Maryland Department of Natural Resources
Rural Legacy Program Application

Proposed Acquisitions – Fiscal Year 2023

Rural Legacy Area Name Coastal Bays

PROPERTY	Owner's Name	Property Address	Estimated Cost	Acres	Tax Map Information					Easement or Fee (E or F)	Buffer Width	Public Access (Y or N)	Social Benefits (Y or N)
					Tax Map	Account ID #	Grid	Parcel	Lot				
1	Taylor Revocable Trust	Payne Road	\$200,000.00	74.69	101	01014803	8	28		E	100	N	N
2	Blank, William Berger, Jr.	7440 Public Landing Road	\$550,000.00	283.69	64	02008580	17	112		E	100	N	N
3	Queponco Farms	5631 Taylor Road	\$500,000.00	154.38	57	02006723	19	42		E	100	N	N
4	Long Point Farm, Inc.	E side Greenbackville Road	\$500,000.00	232.44	94	08007209	23	44		E	100	N	N
5	Connor, Mary Twilley	4308 Paw Paw Creek Road	\$400,000.00	177	72	02012138	6	50		E	100	N	N







ITEM 13

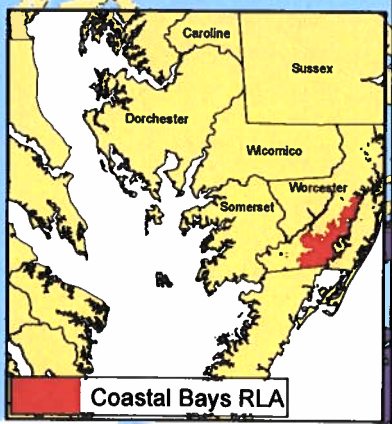
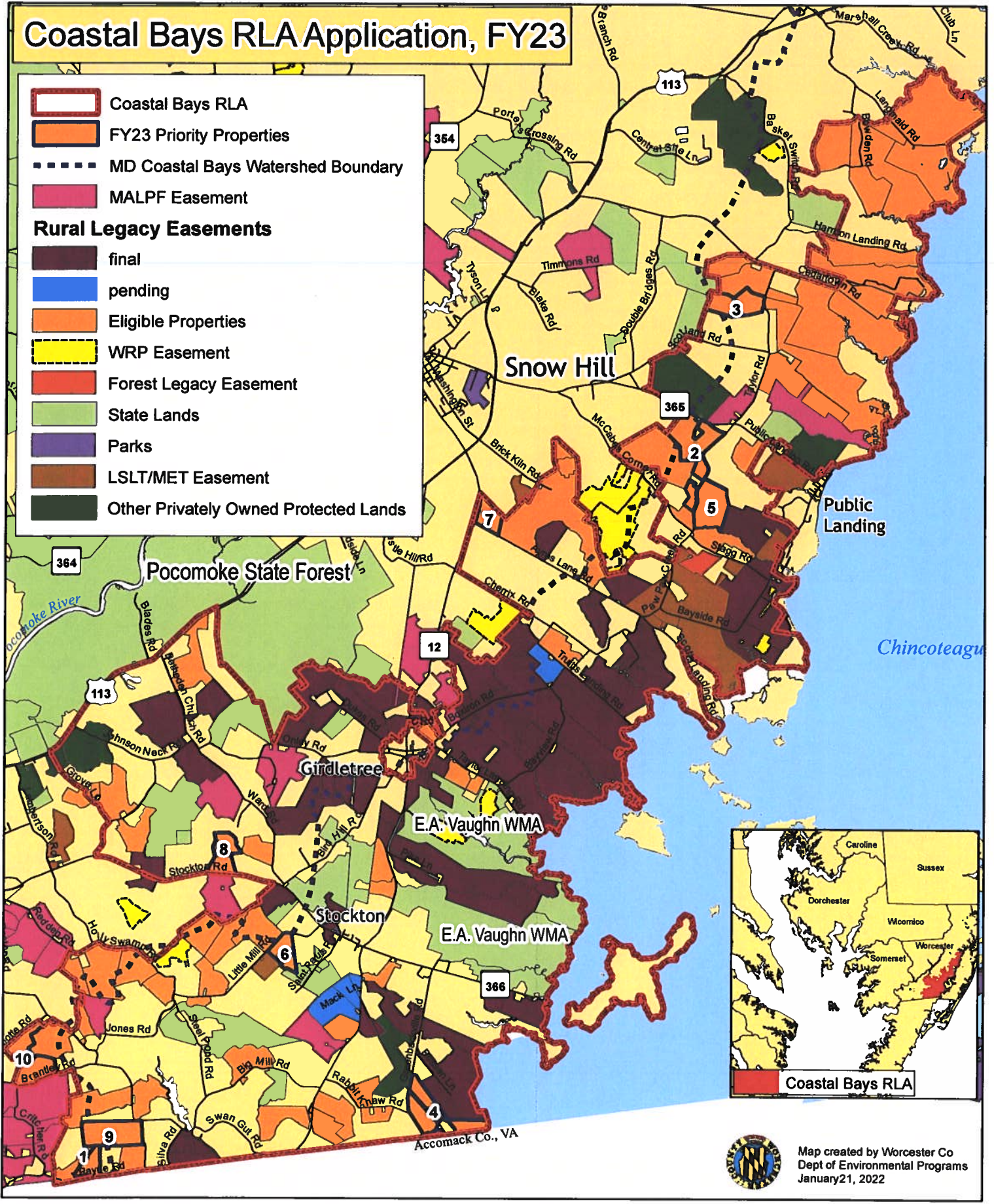
RL Program Application
Proposed Acquisitions FY 2023

RLA Name: Coastal Bays
Page 2

PROPERTY	Owner's Name	Property Address	Estimated Cost	Acres	Tax Map Information					Easement or Fee (E or F)	Buffer Width	Public Access (Y or N)	Social Benefits (Y or N)
					Tax Map	Account ID #	Grid	Parcel	Lot				
6	Pusey, Joseph et al	5174 Little Mill Road	\$250,000.00	106	86	08005281	19	36		E	100	N	N
7	Holland, Dale	Snow Hill Road	\$180,000.00	78.54	71	02011735	6	5		E	100	N	N
8	John T. Payne Trust	N side Stockton Road	\$200,000.00	113.22	85	08003319	12	23		E	100	N	N
9	Aydelotte, Benjamin and Brooks	W side Payne Road	\$300,000.00	190	101	01014609	3	21		E	100	N	N
10	Jones, Richard	Brantley Road	\$120,000.00	81	93	01011413	13	71		E	100	N	N

Coastal Bays RLA Application, FY23










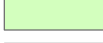



-  Coastal Bays RLA
-  FY23 Priority Properties
-  MD Coastal Bays Watershed Boundary
-  MALPF Easement
- Rural Legacy Easements**
-  final
-  pending
-  Eligible Properties
-  WRP Easement
-  Forest Legacy Easement
-  State Lands
-  Parks
-  LSLT/MET Easement
-  Other Privately Owned Protected Lands

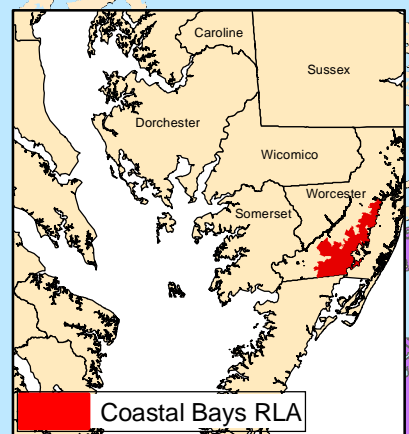
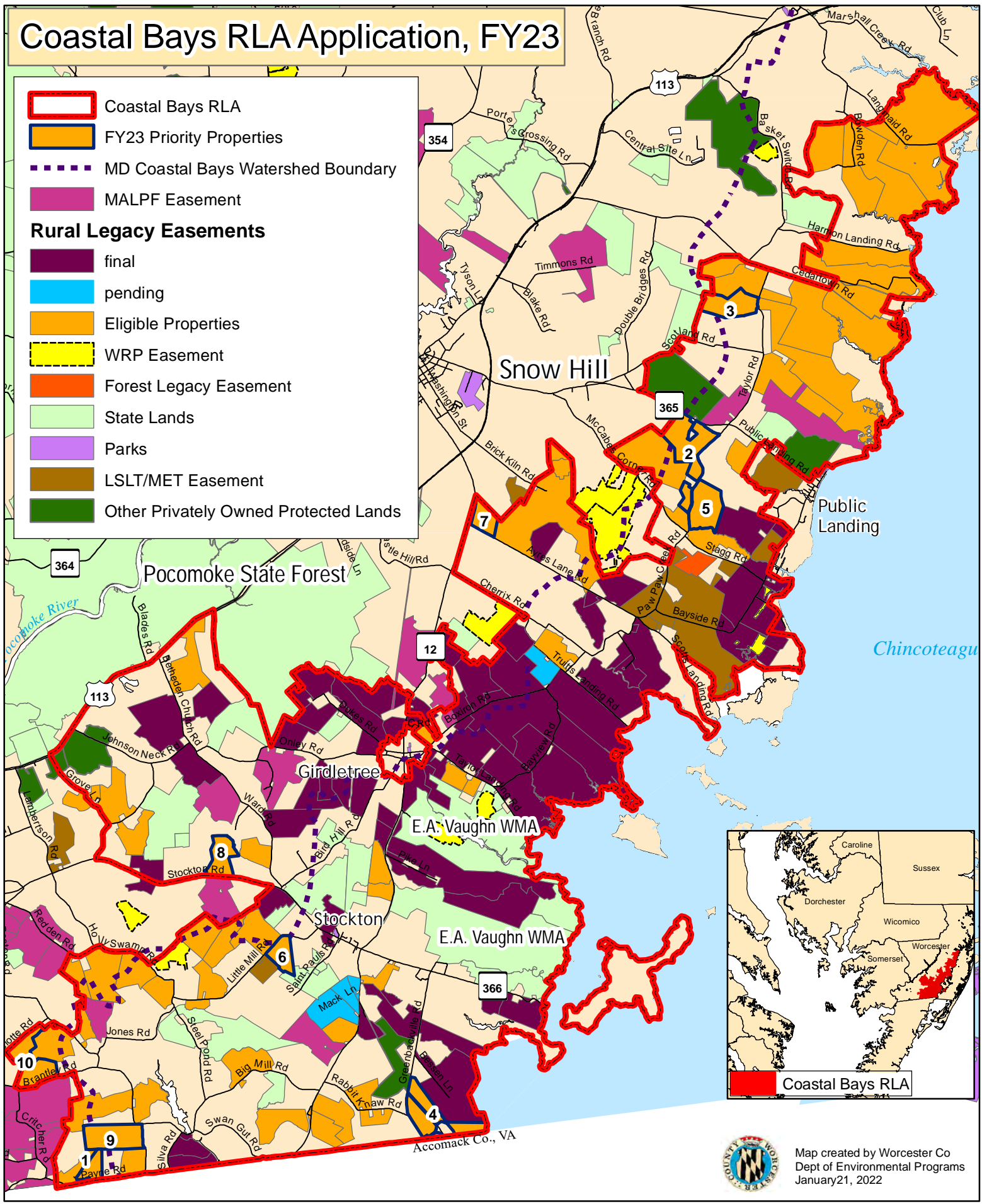


Map created by Worcester Co
 Dept of Environmental Programs
 January 21, 2022

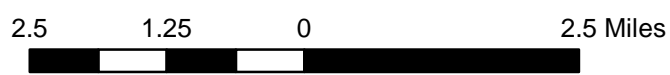


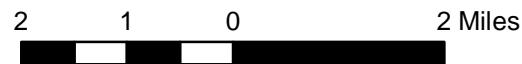
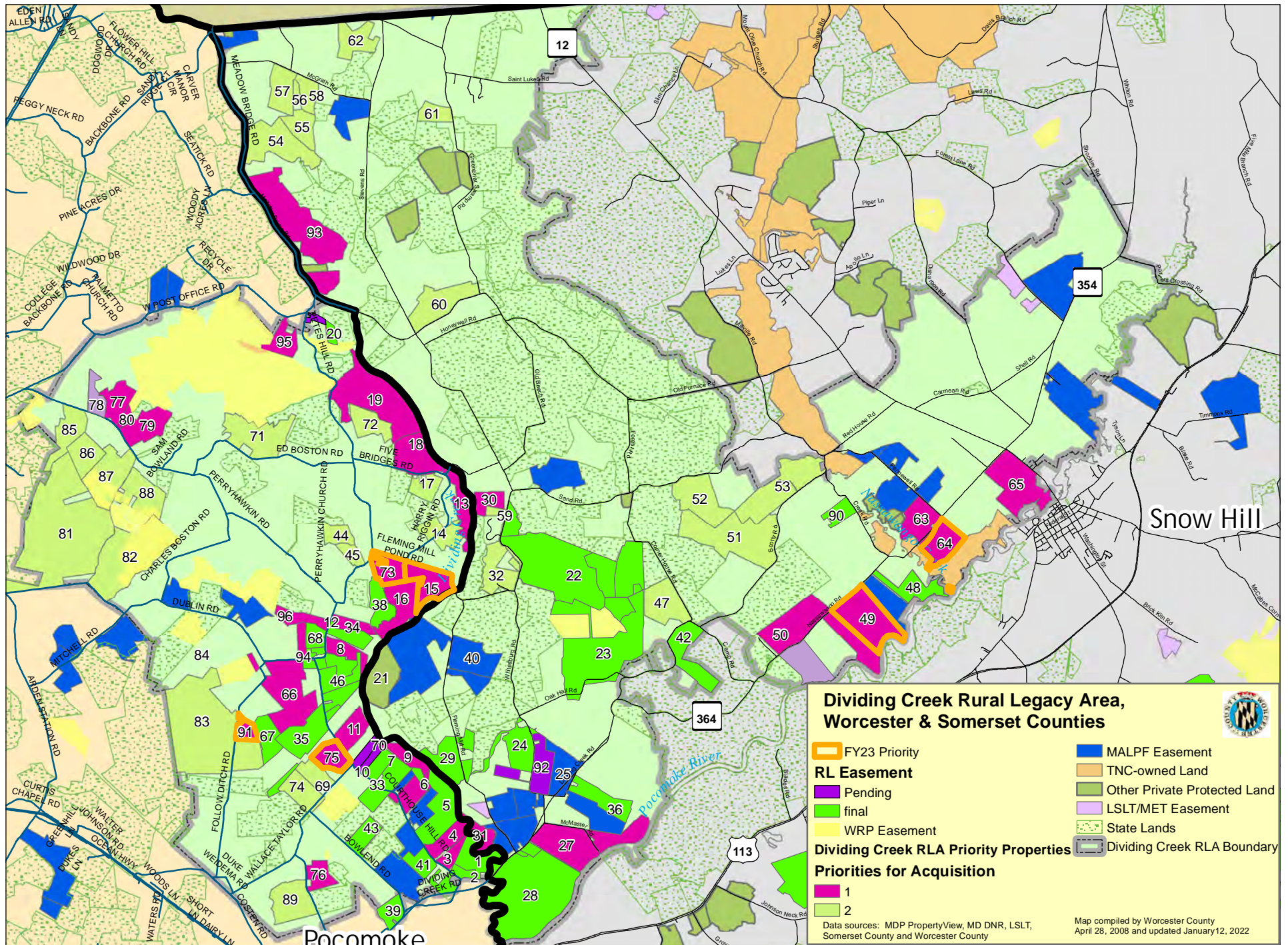
Coastal Bays RLA Application, FY23

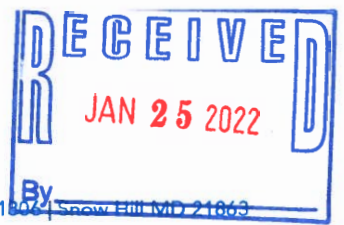
-  Coastal Bays RLA
-  FY23 Priority Properties
-  MD Coastal Bays Watershed Boundary
-  MALPF Easement
- Rural Legacy Easements**
-  final
-  pending
-  Eligible Properties
-  WRP Easement
-  Forest Legacy Easement
-  State Lands
-  Parks
-  LSLT/MET Easement
-  Other Privately Owned Protected Lands



Map created by Worcester Co
Dept of Environmental Programs
January 21, 2022







Worcester County Department of Environmental Programs
 Worcester County Government Center, 1 West Market Street, Rm 1006
 Tel: (410) 632-1220 | Fax: (410) 632-2012

Memorandum

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

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

A handwritten signature in blue ink, appearing to be "RJM".

Subject: Request for Reclassification – Ayres Creek Family Farm, LLC
 Follow up From the Public Hearing Held on 1/18/22

Date: 1/24/22

On January 18, 2022, the County Commissioners held a public hearing for the Ayres Creek Family Farm, LLC amendment/refinement request to convert 8.34 acres of Resources Conservation Area (RCA) to Limited Development Area (LDA). There were submitted comments and presented testimony heard by the Commissioners during the hearing that staff would like to clear up so the matter can proceed.

Below are questions or issues raised in the public hearing that we can provide additional detail and clarification for:

- **Why propose this change, what will be able to be done on the site if the change is approved?**
 If approved by both the County Commissioners and the Critical Area Commission, the property would be able to support a use other than the non-profit office, but any uses would be dependent on the actions of other Divisions and Departments on the existing zoning category and new Critical Area designation. They could include future text amendments and/or a zoning reclassification. Any new uses would be severely limited by the remaining wastewater capacity available to this lot from the shared facility.
- **What can be done if this request isn't approved?**
 No new uses could be permitted. It could be used as an office for an environmental conservation non-profit office or another use permitted by zoning or Critical Area restrictions.
- **Could this be tied into Mystic Harbor wastewater?**
 No. There are no plans to expand the planning area for the Mystic Harbour Sanitary Area. The underlying land use designation of Green Infrastructure and Agriculture for the property also would not be consistent with the Comprehensive Plan for expansion of public sewer.
- **What about lot coverage limitations?**
 The property is limited to 15 percent lot coverage, which is what exists on this lot today. Lot coverage is defined as the percentage of a total lot or parcel that is: occupied by a structure, accessory structure, parking area, driveway, walkway, or roadway; or covered with a paver, permeable pavement, or other any manmade material. Lot coverage includes the ground area covered or occupied by a stairway or impermeable deck, but does not include: a fence or wall that is less than one foot in width that has not been constructed with a footer; a walkway in the Buffer or expanded Buffer, including a stairway, that provides direct access to a community or private pier; a wood mulch pathway; or a deck with gaps to allow water to pass freely. The lot coverage

seen on the survey of Lot 1 was provided by the applicant's surveyor and verified by the Department. This is also why an up to date survey is required for these types of applications.

- **Could new buildings be placed on the property?**

In short, no, because lot coverage limits have been reached. The only way new structures/lot coverage could be placed on the property is if existing lot coverage was removed. The applicant could propose to remove all existing lot coverage then redevelop. If this were the case, the lot coverage would still be limited to 15 percent of the property area. There is also sanitary capacity considerations for any new construction contemplated. The flow available to Lot 1 is rather limited and addition of bedrooms, for example, to new construction on the lot will consume more flow than say, office space.

- **Could 36 units be built on the lot?**

No, this would not be possible due to multiple regulatory and code restrictions from different programs. A big reason would be that the underlying sanitary capacity available to the lot would not support such an expansion nor would the underlying land use designation support an expansion of public sewer planning areas to the property.

The shared septic facility serves the following structures: the newly constructed main house, an accessory dwelling on the family farm that predates the new main house, an additional house on the lot fronting Assateague road, two (2) lots on Raccoon Lane that were reserved for future houses for the owner's children, and the former clubhouse structure which houses an environmental non-profit. As you can see, the remaining flow available to the clubhouse is very limited. We assign flows based on bedroom #'s and by use for flows from other facilities such as offices.

- **This proposal has not yet been determined an amendment or refinement.**

If the proposal is approved, it will then be forwarded to the Critical Area Commission, where it will be determined if the proposed change is an amendment or refinement. The Critical Area Commissioner will also hold a hearing on the proposed change and vote to approve or not approve the amendment/refinement.

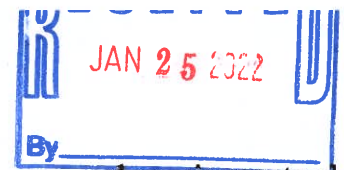
- **The boundary line adjustment done after the prior seven (7) lots were de-consolidated.**

The most recent plat for this area was recorded on July 7, 2020 and consist of Lots 1, 2, and 3 and Parcels 80 and 81. According to this plat, Lot 1 is 9.13 acres in size, with 8.34 acers being located within the Critical Area (specifically the RCA). 1.25 acres of lot coverage exist on the property (see table below):

LOT COVERAGE SUMMARY							
LOT NUMBER	EXISTING DRIVES/WALKS/PATHS	EXISTING BUILDINGS	RCA IN AC.	LDA IN AC.	EX. COVERAGE	LOT OUT OF ACBCA	TOTAL LOT ACRES
1	1.12 AC.	0.13 AC.	8.34	0.0	15%	0.79 AC.	9.13
2	0 AC.	0 AC.	0.903	1.734	0%	0 AC.	2.637
3	0 AC.	0 AC.	1.093	1.78	0%	0 AC.	2.873
PARCEL 81	0.037 AC.	0.03 AC.	2.0	0.0	3.4%	0.00 AC.	2.00
PARCEL 80	1.75 AC.	0.27 AC.	71.50	0.96	0.027%	9.96 AC.	82.42
TOTAL	2.907 AC.	0.43 AC.	83.836 AC.	4.474		10.75 AC.	99.06

- **Structures built before the Law was implemented.**

All structures used for the clubhouse were built prior to the implementation of the Critical Area Law. According to NR 3-108(c)(4), "existing industrial and commercial facilities, including those that directly support agriculture, forestry, aquaculture or residential development shall be allowed in Resource Conservation Areas." According to NR 3-105(a), "the Department shall permit the continuation, but not necessarily the intensification or expansion, of any permitted use or structure legally existing on the date of Program approval, unless the use has been discontinued for more than one year or is otherwise restricted by



existing local ordinances.” This means our local Critical Area and other ordinances and requirements also come into play in future use determinations and approvals.

- **The deduction of Growth Area if this is approved.**

The deduction of the acreage will be 5% of the RCA acreage. “The upland area of the County within the Atlantic Coastal Bays Critical Area comprises about twenty-two thousand nine hundred and fifty-five acres. Within the Atlantic Coastal Bays Critical Area, three thousand four hundred and sixty acres of land are classified as Intensely Developed Area and three thousand one hundred sixteen acres as Limited Development Area. The remaining sixteen thousand three hundred and seventy-nine acres are classified as Resource Conservation Area. The Atlantic Coastal Bays Protection Act permits the County Commissioners to allocate five percent of this area, or eight hundred nineteen acres, for use for future growth as either Intensely Developed Areas or Limited Development Areas.”

So if the proposed mapping mistake of 8.34 acres is changed from RCA to LDA, the amount of RCA lands in the County would actually be 16,175.07 acres, in which five percent of that area could be used for future growth determinations. Currently, the available Growth Allocation acreage is 373.89 acres, so if the new total is 373.48 acres, 0.41 acres will be deducted within the available growth acreage.

Staff would point out we have only utilized 15.8 % of Growth Allocation approved since the Critical Area Law was adopted.

Hopefully, these clarifications are helpful to the County Commissioners in proceeding with this matter. My staff and I will be available to discuss these comments with you and the County Commissioners at your convenience.

VOTE DELAYED



Worcester County Government
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"NO VOTE UNTIL NEXT SESSION"
WSY 1/18/22

December 16, 2021

TO: The Daily Times Group and The Ocean City Today Group
FROM: Joseph E. Parker III, Deputy Chief Administrative Officer
SUBJECT: Worcester County Public Hearing on Requested Reclassification of Atlantic Coastal Bays Critical Area Designation

Please print the attached notice as a display ad at the legal advertising rates per our agreement in The Daily Times Worcester County Times/Ocean Pines Independent and Ocean City Digest/Ocean City Today on December 30, 2021 and January 6, 2022. Thank you.

Notice of Public Hearing
REQUESTED for Reclassification
Atlantic Coastal Bays Critical Area

Pursuant to Section NR 3-110(b) of the Natural Resources Article of the Code of Public Local Laws of Worcester County, Maryland, a request for the reclassification of 8.34 acres of land from Resource Conservation Area (RCA) to Limited Developed Area (LDA) has been submitted to the Worcester County Commissioners by Hugh Cropper, IV, on behalf of Ayres Creek Family Farm, LLC. The applicant alleges that an error occurred in the original district mapping for the area on Parcel 80, Lot 1, as shown on Worcester County Tax Map 33. The Subject primarily is located along the western side of MD Rt. 611, east of Ayres Creek at 8219 Stephen Decatur Highway.

Pursuant to Section NR 3-110(b)(3)D of the Natural Resources Article of the Code of Public Local Laws of Worcester County, Maryland, the County Commissioners will hold a

PUBLIC HEARING
on
Tuesday, January 18, 2022
at 10:45 A.M.
in the
County Commissioners Meeting Room
Room 1101 - Government Center
One West Market Street
Snow Hill, Maryland 21863

At said public hearing, the Commissioners will consider the alleged mapping error and request for reclassification, any staff reports and recommendations, comments of other agencies, the recommendation of the Planning Commission, and any testimony offered before them.

The file containing the request for reclassification and other pertinent information which will be entered into the record of the public hearing are on file and are available for inspection at the Department of Environmental Programs, Worcester County Government Center, One West Market Street, Room 1306, Snow Hill, Maryland 21863-1070 during regular business hours.

The case file for this application may be reviewed on the on the County Website at <http://www.worcester.md.us>. Questions may be directed to Robert Mitchell, Director of Environmental Programs, by calling 410-632-1220, or by email at bmitchell@co.worcester.md.us.

THE WORCESTER COUNTY COMMISSIONERS



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

Memorandum

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

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

Subject: Request for Public Hearing
 Reclassification – Atlantic Coastal Bays Critical Area

Date: 11/29/21

The Department is in receipt of an application for a Critical Area Reclassification submitted by Hugh Cropper on behalf of Ayres Creek Family Farm, LLC. The reclassification request is for 8.34 acres of land from Resource Conservation Area (RCA) to Limited Development Area (LDA). The applicant alleges that an error occurred in the original district mapping for the area on Parcel 80, Lot 1, as shown on Worcester County Tax Map 33. The subject property is located along the western side of MD Rt 611, east of Ayres Creek, at 8219 Stephen Decatur Highway.

As the attached memorandum from Jenelle Gerthoffer, our Natural Resources Administrator details, these requests are reviewed by the Planning Commission and this application was favorably recommended at their meeting on November 4, 2021. Attached are staff's report, the site plan and property report along with the Planning Commission minutes.

Pursuant to our local law, I would therefore recommend and request the County Commissioners schedule the requisite public hearing necessary to correct our local program designation for the subject property. I have forwarded an electronic copy of the hearing advertisement to County Administration for their review.

Please do not hesitate to contact me should you have any questions.


Attachments



Worcester County
 Department of Environmental Programs
 Natural Resources Division

Memorandum

To: Robert Mitchell, Director

From: Jenelle Gerthoffer, Natural Resources Administrator 

Subject: Atlantic Coastal Bays Critical Area Amendment/Refinement Request

Date: November 29, 2021

Natural Resources has received an amendment/refinement request from Mr. Hugh Cropper IV of the Law Offices of Booth, Booth, Cropper & Marriner P.C. to seek a mapping mistake on the lands of Ayres Creek Family Farm, LLC located at Tax Map 33 Parcel 80 Lot 1, also known as 8219 Stephen Decatur Highway. The applicant would like to reclassify approximately 8.34 acres, as shown on the attached site plan, from Resource Conservation Area (RCA) to Limited Development Area (LDA).

As per NR 3-110, proposals for growth allocations, shall be reviewed by the Planning Commission, County Commissioners, and Critical Area Commission, but shall first be referred to the Department for review and subsequent recommendation. It is important to mention that this request is not a growth allocation request; however, if granted, the LDA acreage will be deducted from the County's available growth allocation acreage; therefore, this proposed mapping mistake requires your review. In addition, this proposal cannot qualify for a Growth Allocation because Lot 1 does not have adjacency to LDA or Intensely Developed Area (IDA) parcels/lots, as required per NR 3-110(b)(2).

Upon original receipt of this request, staff conducted a thorough review as well as forwarding to the State Critical Area Commission (CAC) staff for preliminary review. The Planning Commission made a favorable recommendation and at this time, a request is being made to schedule a public hearing for the proposed amendment/refinement. If the request is approved by the County Commissioners in a following session, the request is then forwarded to the Critical Area Commission for approval or denial.

Citizens and Government Working Together

WORCESTER COUNTY GOVERNMENT CENTER 1 WEST MARKET STREET, ROOM 1306 SNOW HILL, MARYLAND 21153
 TEL: 410-632-1220 FAX: 410-632-2012

19

When initially mapped, this property was designated as a Resource Conservation Area (RCA) due to the conditions and environmental aspects present at the time of mapping. As you are aware, the RCA designation within the Critical Area program is the most restrictive and is characterized by wetlands, forests, agricultural lands and various other nature dominated environments. Development, redevelopment, and land use activities occurring within this designation shall take place in a manner to conserve, protect, and enhance ecological values of the Critical Area as well as maintain and support agriculture, forestry, aquaculture, and fishery activities.

At the time of initial mapping, it was determined that this parcel did not qualify as an LDA designation per the description under NR 3-107(a)(1-4), as was typical with other golf courses within the Critical Area. It should also be noted that at the time of initial mapping, the boundaries of Lot 1 did not exist (this lot was created in 2020) and the area was part of Parcel 80, a 99.06 acre parcel. Per NR 3-107(a), LDAs “are those areas which are currently developed in low- or moderate-intensity uses. They also contain areas of natural plant and animal habitats. The quality of runoff from these areas has not been substantially altered or impaired. At the time of the initial mapping, these areas shall have at least one of the following features:”

1) Housing density ranging from one dwelling unit per five acres up to four dwelling units per acre.

At the time of initial mapping, housing density did not meet the ranges stated above. The main building on Lot 1 was originally permitted in May of 2001, prior to the implementation of the Atlantic Coastal Bays Critical Area Law, as a clubhouse to serve the adjacent 18-hole golf course. Since the golf course is no longer in place, the original clubhouse now serves as the offices for the Maryland Coastal Bays Program, as approved and permitted through text amendment and Bill #16-3 which was passed on April 19, 2016 and is associated with NR 3-108(d)(9). NR 3-108(d)(9) allows for an office and/or establishment utilized by a nonprofit environmental conservation and land preservation organization, subject to the following that the Organization(s) maintain a non-profit and/or tax-exempt status and that the total use area shall not exceed twenty thousand square feet in area.

2) Areas not dominated by agricultural, wetland, forest, barren land, surface water, or open space.

At the time of initial mapping, the parcel was dominated by open space, forest, and wetlands, as a part of the golf course. The majority of the property was included as open space area and therefore, was not suitable for an LDA or Intensely Developed Area (IDA).

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TEL: 410-632-1220 FAX: 410-632-2012

It should be noted that six out of the seven golf courses located within the Critical Area in Worcester County are also located in either the RCA or LDA. Two are located in the LDA, both of which are associated with a community development. The only golf course located within an IDA in the County is located in Ocean Pines, and was established prior to the implementation of Critical Area regulations.

(3) Areas meeting the conditions of an Intensely Developed Area but comprising less than twenty acres.

The original parcel was larger than 20 acres, it was approximately 99.06 acres. This particular lot is 9.13 acres in total; however, the lot does not appear to meet conditions of and IDA designation.

(4) Areas having public sewer or public water, or both.

At the time of initial mapping, the parcel did not have public water or sewer, neither does it have public water or sewer at the current time. The lot does contain a Shared Facility system for sewage, which is a private/non-public system, to support this parcel and recently created neighboring lots also located within Critical Area boundaries.

Staff understands the motive and purpose of this proposed request to remap the property from RCA to LDA; however, given the current regulatory requirements for such a determination, staff cannot fully support the proposed request as submitted as the request is not consistent with description of the Limited Development Area Designation provided in NR 3-107(a)(1-4).

As noted above, this request is to schedule a public hearing for the proposed amendment/refinement to reclassify 8.34 acres of land, designated as RCA, to LDA, located at on the lands of Ayres Creek Family Farm, LLC located at Tax Map 33 Parcel 80 Lot 1, also known as 8219 Stephen Decatur Highway. If you have any further questions please feel free to contact me at jgerthoffer@co.worcester.md.us. I will make myself available the day that this will be presented in the event any questions are raised.

Attachments: Site Plan;
Environmental Report

cc: David Bradford, EP Deputy Director

Citizens and Government Working Together

WORCESTER COUNTY GOVERNMENT CENTER 1 WEST MARKET STREET, ROOM 1306 SNOW HILL, MARYLAND 21
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**PO Box 66 Fruitland, Maryland 21826
coastalcompliancesolutions@gmail.com
410-726-8736**

**Atlantic Coastal Bays Critical Area Mapping Mistake
Environmental Report
Ayers Creek Family Farm
(Former Pine Shores South Golf Course)**



**8219 Stephen Decatur Highway, Berlin MD 21811
TAX MAP 33, PARCEL 80, LOT ONE
SDAT 10-019850**

**Prepared for:
Ayers Creek Family Farm LLC
9428 Stephen Decatur Highway
Berlin, MD 21811**

**Prepared By:
R.D Hand and Associates INC.
12302 Collins Road
Bishopville MD 21813**

**Coastal Compliance Solutions LLC
P.O. Box 66
Fruitland, MD 21826**

"Innovative and efficient permit acquisition and management"

Introduction:

This report is submitted in support of the application of Ayres Creek Family Farm, LLC, Todd E. Burbage, sole and managing member, to reclassify 8.34 acres of Resource Conservation Area (RCA) to Limited Development Area (LDA). The petitioned area is a portion of "LOT ONE" as designated on the Plat entitled "Boundary Line Adjustment Plan and Minor Subdivision Creating Lots 1, 2, & 3" by Frank G. Lynch, Jr. & Associates, Inc., dated June 23, 2020, and recorded among the Land Records of Worcester County, Maryland, in Plat Book SRB 249, Pages 1-4.

Lot One was originally part of the much larger parcel designated as Worcester County Tax Map 33, Parcel 80. Parcel 80 originally included seven parcels, which were previously consolidated in connection with a golf course and other amenities and re-assembled/re-subdivided by virtue of the aforementioned Boundary Line Adjustment Plat.

The 99.06 acre assemblage of properties will be referred to as Parcel 80. A portion of Parcel 80 lies outside the Atlantic Coastal Bays Critical Area (CA). In fact, a portion of Lot One lies outside the Atlantic Coastal Bays Critical Area, so this request is limited to 8.34 acres. Lot 1 is 9.13 acres, in total.

As will be explained in more detail later in this report, Worcester County Code, Section NR 3-108 governs RCA's. Specifically, Section NR 3-108(d)(2) permits "a golf course, excluding principal buildings and/or structures such as the clubhouse, pro-shop, parking lot, etc.....". In this case, the golf course clubhouse, restaurant, snack bar (including liquor license), pro-shop, parking lot, etc. were all located on the 8.34 acres which is the subject of this request, as of the effective date of the CA. This was a mapping mistake, and this serves as the basis for the application.

In accordance with the requirements of the Atlantic Coastal Bays Critical Area Law (CA), Regulations and Local Program, this report has been prepared to address standards as defined in Code of Maryland Annotated Regulations (COMAR), most specifically in Section 27.01.01.03 and NR 3-110(a) Worcester County Code of Public Local Laws. As detailed in further sections, this report will specify and describe the request for the program refinement, detailing the evidence for the mistake rectification request. Further, details on existing impacts and existing habitat and resources, coupled with a specific understanding of why this program refinement and mapping mistake requested is warranted.

Subdivision History:

Prior to 1965, the farm consisted of seven separate parcels known as Worcester County Tax Map 33, Parcels 76, 77, 79, 80, 81, and 234, under single ownership.

The seven parcels were consolidated by virtue of a Declaration of Consolidation dated September 3, 1997 and recorded among the Land Records of Worcester County, Maryland in Liber RHO No. 2477, Folio 60. The Declaration of Consolidation was temporary, and once the "Golf Course Development" ceased to exist, the Declaration of Consolidation was, by its own terms, released and extinguished.

The consolidated parcel was known as Tax Map 33, Parcel 80 (99.06 acres).

On or about May 5, 2020, the property owner entered into a Shared Facility Agreement with the Worcester County Commissioners with respect to an on-site septic system, approved for three thousand five hundred (3,500) gallons per day. The Shared Facility Agreement is recorded among the Land Records, as aforesaid, in Liber SRB No. 7671, Folio 388, and it is memorialized in Worcester County Commissioners' Resolution No. 20-8.

By virtue of a plat dated June 23, 2020, the property was reassembled and resubdivided into five lots as designated on the Plat entitled "Boundary Line Adjustment Plan and Minor Subdivision Creating Lots 1, 2,



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 coastalcompliancesolutions@gmail.com
 410-726-8736

and 3" by Frank G. Lynch, Jr. & Associates, Inc., dated June 23, 2020, and recorded among the Land Records as aforesaid, in Plat Book SRB No. 249, Pages 1-4.

This application concerns Lot One as designated on said plat, which is 9.13 acres. The portion of Lot One in the Critical Area is 8.34 acres.

Additionally, the aforesaid Shared Facility is located on Lot One.

Background:

Prior to 1995, Parcel 80 was a working farm.

On September 5, 1996, the former owner, Mumford, Inc., Charles E. Mumford, III, President, was granted conditional site plan approval by the Worcester County Planning Commission for an 18 hole golf course, together with other amenities, originally known as the "Ayres Creek Golf Course" and later known as "The Creek Club." These improvements were proposed on the entirety of Parcel 80 (99.06 acres). Specifically, the clubhouse and pro-shop were located on Lot One. Construction commenced shortly thereafter, and on March 26, 1998, a Certificate of Occupancy was issued by Worcester County for a temporary clubhouse (24" x 44") on Lot One. Additional improvements were added including a clubhouse, separate golf cart storage building, ten station driving range, 18 hole putting course, with all required parking, among other things, on Lot One.

Maintenance buildings, bridges, and incidental structures associated with the golf course were built throughout Parcel 80.

In approximately 2001, the Creek Club was acquired by new owners, and renamed "Pine Shore South Golf Course." The clubhouse underwent substantial renovation, with the inclusion of a renovated pro-shop, retail area, and restaurant. An outside screened porch was added for seating associated with the restaurant/bar. The kitchen was renovated, and the new owners obtained a liquor license, all on the petitioned area, being a portion of Lot One. These structures and amenities were in full operation as of the effective date of the CA.

This serves as the basis for the program refinement. Although golf courses are permitted in an RCA, principal buildings and/or structures such as the clubhouse, pro-shop, parking lot, etc. are specifically prohibited. In this case, all of those amenities were constructed on Lot One, which is the subject of this request.

Additionally, and perhaps more importantly, at the time the septic requirement for a golf course was three thousand five hundred (3,500) gallons per day. An on-site sand mound/septic system was constructed on Lot One, in the petitioned area, to serve these uses. It has since been approved as a Shared Facility by the Worcester County Commissioners, and that Shared Facilities Agreement is recorded among the Land Records, as aforesaid.

Current Conditions:

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Parcel 80 is now known as the Ayres Creek Family Farm. It was purchased in 2014 out of foreclosure by Mr. Burbage from the bank. It is more widely known locally as the previous Pine Shores South Golf Course, an 18-hole working golf course with an existing pro-shop, maintenance building and restaurant. The existing maintenance buildings in recent years have been converted to storage and the pro-shop/restaurant has been utilized as a nonprofit environmental conservation organization location for the Maryland Coastal Bays Program. This use was authorized by virtue of a recent text amendment, namely the addition of NR3-108 (d) (9)

Parcel 80 has been maintained and planted in agriculture, mostly for hunting and recreating by the owner. As such, a conservation plan was composed and filed and approved by the Worcester County Soil Conservation District along with the Maryland Department of Agriculture, that codifies the current farming practices onsite. In the petitioned mistake area, there are many remnants of the former golf course with the associated pro-shop/restaurant that has been converted to the current use of a nonprofit environmental conservation and/or land preservation organization.

Parcel 80 is approximately 99 acres, of which approximately 81 acres are located within the limits of the CA. This application is proposing to reclassify under the basis of mistake, 8.34 acres of Resource Conservation Area (RCA) to Limited Development Area (LDA).

Change in Designation and Consistency with the Comprehensive Plan and Zoning:

The current land use designation in the CA is Resource Conservation Area (RCA). This application proposes to amend that designation only a portion of the property, a portion almost completely out of the Critical Area to Limited Developed Area (LDA). Since this request is a refinement to amend the original Critical Area Mapping, adjacency to existing LDA is not a requirement unlike as would be in a growth allocation request.

The site is currently zoned E-1 Estate District and more closely matches the LDA designation as opposed to the RCA designation given at the time of the original mapping. As noted in the Worcester County Comprehensive Plan (pages 20 and 26) the elimination of the Estate Zone is encouraged and reclassifying to something more appropriate is suggested.

The current existing wastewater disposal system, that is permitted and installed is sized to accommodate wastewater from a higher intensity use, such as office, restaurant, and pro-shop to more commercial in nature used. It is currently approved for over 3,000 gallons per day of wastewater.

Forest Identification and Protection:

Within the proposed mistake area are some scattered small trees and a portion of the expanded 100-foot buffer due to an existing blue line stream. Outside of that, the existing commercial area was and has remained unforested and abuts a former stormwater management facility. By virtue of redesignation of this area from RCA to LDA, there will be no impact on forest or habitat protection areas.

Stormwater Management:

As a currently developed site with Stormwater Management, the previous site best management practices (BMP) have been installed and can be utilized for site quantity controls. There is an existing wet detention pond adjacent to the proposed mistake area, which provides ample existing stormwater management for the mistake area.

Soil Erosion and Sediment Control:

Erosion and sediment control approval is not needed as part of the mistake/refinement of the proposed area.

Lot Coverage:



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As mentioned previously, the petitioned mistake area was utilized for a golf course restaurant and pro shop and clubhouse for many years prior to the current owner purchasing it. Site improvements and existing lot coverage within the petitioned mistake area equal 1.24 acres or approximately 15% of lot coverage.

Mitigation for Clearing and Afforestation:

There is no requirement for mitigation as no clearing is proposed as part of the requested mistake refinement.

Buffer Management Plan:

There is no requirement for submission of a buffer management plan as part of the requested mistake refinement.

Habitat Protection Areas:

The expanded 100-foot buffer along the existing blue line stream is the only habitat protection area located within the petitioned mistake area. It is proposed to be unaffected by this refinement.

Section NR 3-107(a):

Section NR3-107(a) describes LDA'S as those areas which are currently developed in low or moderate – intensity uses. Currently, the site meets this definition, inasmuch as it is operated as a non-profit environmental conservation and/or land preservation organization. At the time of the initial mapping, these areas shall have **at least** one of the following features:

(1) Housing density ranging from one dwelling unit per 5 acres up to 4 dwelling units per acre – there was no residential housing on the site at the time of initial mapping.

(2) Areas not dominated by agricultural, wetland, forest, barren land, surface water or open space – the applicant contends that the site meets this requirement. At the time of initial mapping, the site contained a clubhouse, renovated pro shop, retail area, and restaurant. There was an outside screened porch for seating associated with the restaurant/bar. There was a full kitchen, as well as associated parking and storage. The area was not dominated by agricultural or open space uses.

(3) Areas meeting the conditions of an Intensely Developed Area but comprising less than 20 acres – The applicant contends the site meets this requirement. Section NR3-106(a) provides that, at the time of initial mapping, IDA's shall have at least one of four features listed in that statute. Subsection (2) refers to industrial, institutional or commercial uses concentrated in the area. At the time of initial mapping, the site was known as the Pine Shores South Golf Course and the clubhouse had recently undergone renovation. There was a pro shop, retail area, and restaurant. There was outside seating for a restaurant/bar. In 2002, there was a liquor license issued for the site; these are clearly commercial uses, which meet the intent of Section NR 3-106(a)(2). The area is less than 20 acres.

(4) Areas having public sewer or public water, or both – The applicant contends that the site meets the

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intent of this section. The site is served by a commercially sized wastewater treatment system which serves other parcels/lots within the Critical Area, and the approved use of the environmental non-profit office on site. The wastewater treatment system has been approved as a "Shared Facility" by the Worcester County Commissioners, and a Shared Facility Agreement has been filed among the Land Records of Worcester County, Maryland. As such, the Worcester County Commissioners have the right to assume control and operation of the Facility, therefore making it a quasi-public sewer, and meeting the intent of subsection (4).

In conclusion, the applicant contends that, at the time of initial mapping, the site met three of the four features.

Summary:

As described above and denoted on the attached exhibit, the proposed 8.34 acre mapping mistake redesignation will have no material impact on the resources located with the Atlantic Coastal Bays Critical Area. The existing use predated the enactment of the Atlantic Coastal Bays Critical Area Law and is well documented by public aerial photograph and through previously issued County authorizations.

In conclusion, at the time of the original mapping, Lot One was mistakenly designated RCA. Due to the existing principal buildings and/or structures such as the clubhouse, pro-shop, parking lot, restaurant, snack bar, golf cart storage building, driving range, and putting course, it should have been designated LDA. The reclassification will correct this mapping mistake and bring the property into compliance.

(7/14/2021)

**WORCESTER COUNTY PLANNING COMMISSION
MEETING MINUTES – November 4, 2021**

Meeting Date: November 4, 2021

Time: 1:00 P.M.

Location: Worcester County Government Office Building, Room 1102

Attendance:

Planning Commission

Jerry Barbierrri, Chair
Rick Wells, Vice Chair
Marlene Ott, Secretary
Ken Church
Mary Knight

Staff

Jennifer Keener, Director, DRP
Gary Pusey, Deputy Director, DRP
Stu White, DRP Specialist
Bob Mitchell, Director, Environmental Programs
Dave Bradford, Deputy Director, Environmental Pgms.
Jenelle Gerthoffer, Natural Resources Administrator
Joy Birch, Natural Resources Specialist
Roscoe Leslie, County Attorney

I. Call to Order

II. Administrative Matters

A. Review and approval of minutes, October 7, 2021

As the first item of business, the Planning Commission reviewed the minutes of the October 7, 2021 meeting.

A motion was made by Ms. Ott, seconded by M. Wells, and carried unanimously to approve the minutes.

B. Board of Zoning Appeals Agenda, November 10, 2021

No hearing scheduled for November.

C. Technical Review Committee Agenda, November 10, 2021

No meeting scheduled for November.

**III. Ayres Creek Family Farm, LLC Atlantic Coastal Bays Critical Area
Amendment/Refinement Request**

A. As the next item of business, the Planning Commission reviewed an application associated with the Ayres Creek Family Farm, LLC Atlantic Coastal Bays Critical Area Amendment/Refinement Request to reclassify 8.34 acres of Resource Conservation Area (RCA) to Limited Development Area (LDA). This request is for Tax Map 33, Parcel 80, Lot 1 located at 8219 Stephen Decatur Highway. Planning Commission members previously received a survey of the property, the Critical Area report, and a report by Natural Resources staff.

Mr. Hugh Cropper and Mr. Chris McCabe represented the applicant. Mr. Cropper presented his argument that he believed the property should have been designated as LDA when the Critical

**WORCESTER COUNTY PLANNING COMMISSION
MEETING MINUTES – November 4, 2021**

Area maps were first created because the property and area within the Critical Area included a clubhouse that serviced the adjacent golf course use. It was noted that this clubhouse had received all proper permits and its liquor license in 2002. Mr. Cropper referenced NR 3-108(d)(2), which allows for golf courses, but not principal buildings and/or structures, to be permitted in the RCA. Mr. Cropper also stated that some properties are partially located within the Critical Area, including this one and that this lot was originally part of parcel 80, which is also partially located outside the Critical Area. He also cited NR 3-107(a)(3) and mentioned that Lot 1 is less than 20 acres in size, so it could possibly even be considered an Intensely Developed Area (IDA).

Planning Commission member Ken Church asked Mr. Cropper if permits for the clubhouse were approved by Worcester County, to which Mr. Cropper replied yes. Mr. Cropper stated that Ms. Keener had provided him with all past permits associated with the petitioned area.

Following the brief discussion, a motion was made by Ms. Knight, seconded by Mr. Church, to approve the reclassification of the 8.34 acres of Resource Conservation Area to a Limited Development Area and recommended that they forward a favorable recommendation to the County Commissioners. There were five (5) Commission members present at this meeting, and four (4) out of the five (5) supported the recommendation, with one (1) Member against.

IV. Comprehensive Water and Sewerage Plan Amendment

- A. As the next item of business, the Planning Commission reviewed an application associated with the expansion of the Pocomoke City Sewer Planning Area to serve a single property, the Royal Farm store located just south of the Virginia state line in New Church Virginia in the *Master Water and Sewerage Plan (The Plan)*. The Town of Pocomoke City submitted the amendment. Robert Mitchell, Director of Environmental Programs, presented the staff report to the Planning Commission and Jeremy Mason, City Manager for Pocomoke City, was also present and participated in the presentation.

Mr. Mitchell explained that the applicant requests the inclusion of the store's flow, estimated at 2,250 gpd, in the Sewer Planning Area of Pocomoke City. This flow would amount to nine (9) EDUs of flow according to the Town's planning figures. The store will connect to a previously installed line completed in 2010 that serves the Virginia Rest Area Plaza, which is also located in New Church, Virginia, south of this property. That plaza tied into an existing force main that runs south from the corporate limits of Pocomoke City to the Virginia state line. The amendment for that prior connection was approved in 2010 under Worcester County Commissioner Resolution No. 10-11. That amendment also provided for the sewer main widening project that would assist with the delivery of sewage from the southern end of their service area to the plant.

**WORCESTER COUNTY PLANNING COMMISSION
MEETING MINUTES – November 4, 2021**

Mr. Mitchell further explained that the current onsite septic system serving the property has failed and the option for repair is limited to a connection to public sewer. He noted that the Pocomoke City Wastewater Treatment Plant (WWTP) is already receiving their sewage as part of their septage receiving flow as the store is on a pump-and-haul arrangement at the present time. That use of the current septic system as a holding tank which needs pumping out every few days is a costly expense for the store's owner. The lack of a sufficient septic repair option, a desire on the town's part to avoid a blighted property on a major route into town, and an existing sewer line that runs right in front of the store are just some of the reasons behind the consideration on the town's part to plan for this connection. They would also like to secure a working relationship with the Royal Farms ownership group in hopes of an expansion within town limits for another store in the near future. The corporation will pay all infrastructure, connection, and associated town charges for this sewer hookup. Besides the visitor's center, this is the only location over the Virginia line that the town will support a tie-in to their WWTP. Mr. Mason confirmed Mr. Mitchell's statements and added that they do not want a blighted Rt. 13 commercial corridor and would not consider this connection, save for the fact they are already receiving the septage from the store and the connecting sewer line is already adjacent along the front of the property.

Mr. Mitchell also reviewed a previously approved amendment (SW-2003-06), that approved the corridor of properties south of the town boundary to the Virginia state line. The town has annexed the median of Route 13 to the state line and the area was designated S-1 by the same amendment. This provides adjacency of an S-1 planning area for the subject property requested in this amendment. The transmission line is currently designated as a restricted access line and this amendment requests that designation remain, save for the addition of the subject property.

Mr. Church questioned how this was advantageous if tax revenue from out-of-state companies would not benefit the Town or the County. Mr. Mitchell noted they are already servicing the station right now, as they do treat septage from septic pump-outs delivered from the Town of Chincoteague and much of the northern Eastern Shore of Virginia. It is a revenue item for the Town of Pocomoke. He also added that the elimination of the septic system was in the best interest of the watershed as this was part of the Lower Pocomoke watershed and elimination of the large septic by connection could be credited toward nutrient reduction for the Chesapeake Bay. Mr. Mason confirmed that statement and added that the revenue helps fund the salaries of his WWTP staff and helps with operating costs. Mr. Mason also stated that the oil company behind the Royal Farm store was not defunct and was an abandoned property. Since Royal Farms remodeled their store before the septic failed, they have the added expense of paying for the remodeled store and the costly pump-and-haul arrangement they are currently funding.

Mr. Wells asked if the line was sized for just the store and no other connections. Mr. Mitchell responded that the line was telescoped in size down Rt. 13 to the state line and would only be

**WORCESTER COUNTY PLANNING COMMISSION
MEETING MINUTES – November 4, 2021**

able to handle a limited number of connections. The line on the Virginia side is to be designated denied access and will only be available to the previous Travel Plaza connection and this property if approved.

Ms. Knight spoke in favor of assisting the Town with their business development efforts. Mr. Mason spoke again of not wanting to have derelict and closed commercial properties in this service corridor and their relationship with Royal Farms that they want to cultivate for additional development within the Town's corporate limits. Mr. Mitchell finished by noting the corridor's importance in the Town's comprehensive plan and the assistance and cooperation of the County in working with the Towns to help their economic development efforts noted in the County's *Comprehensive Plan*.

Following the discussion, a motion was made by Ms. Knight, seconded by Ms. Ott, and to find this application consistent with the *Comprehensive Plan* and recommended that they forward a favorable recommendation to the County Commissioners. The vote was 3-2 with Commissioners Church and Wells opposed. This vote is treated as a favorable recommendation.

- IV. Adjourn** – A motion to adjourn was made by Ms. Ott and seconded by Mr. Wells. The Planning Commission adjourned at 1:35 P.M.

Jerry Barbierri, Chair

Stuart White, DRP Specialist

From: zajacjj@aol.com <zajacjj@aol.com>
Sent: Monday, January 17, 2022 10:38 AM
To: commissioners <commissioners@co.worcester.md.us>
Cc: dstelzner@aol.com
Subject: *EXTERNAL*:Request for Reclassification Ayres Creek Family Farm

CAUTION: This email originated from an external email domain which carries the additional risk that it may be a phishing email and/or contain malware.

Worcester County Commissioners

re: Request for Reclassification
Ayres Creek Family Farm
01/18/2022

Commissioners,

I do not believe that an error was made in the mapping of the subject property and urge the Commissioners to deny the request.

I have resided at South Point for over 20 years, and during that time, have grown to appreciate the decisions made by the then commissioners to preserve and protect the rte 611 corridor to Assateague by Critical Area and Resource Conservation Area mapping. Each year well over a million visitors, in addition to local residents, enjoy the scenic roadway towards Assateague.

Nearby rte 611 traffic intersections at rte 376 and South Point rd are already strained and dangerous, with numerous serious accidents occurring. They were not designed for and cannot safely handle the lineup of motor homes and truck rigged campers that lineup during the travel months.

Changing the underlying RCA designation would also serve as a precedent for future requests from similar property owners along that corridor further exacerbating the situation.

I ask that you support and reconfirm the vision established by your predecessors, and not reclassify this parcel.

Respectively,

John Zajac
6540 South Point Road.
Berlin, 21811

Statement of Diane L. Stelzner

11701 Bay Landing Dr.

Berlin, Md 21811

January 18, 2022

Submitted to the Worcester County Commission
In Response to Public Hearing Requested for Reclassification of
Designated Resource Conservation Area

Commissioners, thank you for allowing me to share my views and concerns about the request before you.

I am here as a citizen, with no interest other than the integrity of the regulatory protections adopted by this Commission to:

- preserve our most critical natural resources, and
- manage future development in a manner consistent with the critical area's designations

Frankly, I am here because you already granted one concession to this developer in 2016 that made environmental sense. You weren't told then there is a mistake in the critical area's designation, so don't make a mistake today.

Regardless of how the developer proposes to subdivide his property, establish new street addresses, add entrances or even change the ownership of pieces, the boundaries of the 99.06 acres of land classified as Resource Conservation Area in 2002 remain the same. The boundaries of the RCA do not change because of ownership changes or zoning actions after 2002.

The RCA boundaries were not changed because of the text amendment you adopted in 2016. That amendment affirmed and preserved the RCA designation while giving this same applicant more than what otherwise would be permitted under an RCA designation.

So today, you are being rewarded for the accommodation in 2016. The developer alleges not only that there is a mistake in the original classification, but by implication that your text amendment permitting use by an environmental organization was in error.

At issue is essentially the same property and buildings you found good cause to allow to be reused within the 99.06-acre resource conservation area, the good cause being housing for a legitimate environmental organization and its programs.

By adopting the text amendment in 2016, you affirmed the existing, most protective resource conservation area designation for the entire 99.06-acre property known as Tax Map 33, Parcel 80. You explicitly recognized the buildings and facilities on the 8.34-acre portion of Parcel 80 were properly grandfathered as stipulated by the rules applicable to the critical areas maps adopted in 2002.

Nothing has occurred to justify changing the designation. Alterations such as building lots created by the developer have always been available, provided the impact and densities are consistent with the classification adopted in 2002 and compliant with zoning requirements. The applicant simply wants you to create the opportunity to do more development than is now available to him, or at least enhance his options.

The applicant claims because there are buildings and parking, the 8.34 acres proposed for reclassification “almost” meet the requirements for a less restrictive critical area designation. He proposes the critical area map be refined, separating the 8.34 acres from the 99.06 acres, and new Limited Development Area map boundaries be established so the 8.34 acres can be developed more intensely.

So, when we pull the veneer away, what’s the new goal here?

Among other things, under the resource conservation area designation in place since 2002, the 99.06-acre Parcel 80 can be developed at a density equivalent to one dwelling unit per 20 acres (NR 3-108(c)(3)). Approximately 5 units.

If you conclude you made a mistake, and that the 2002 Resource Conservation Area designation is wrong, the suggested Limited Development Area designation for the 8.34 acres would create the opportunity to seek an increase in the potential development density, up to 4 units per acre (NR-3-107(a)(1)). Approximately 32 units or possibly 36 units.

Given this 8.34-acre portion of the former golf course property once included a club house, bar with liquor license, and restaurant, the developer’s imagination and his ability to secure commercial use through zoning changes define what might be proposed for a valuable piece of land with a more permissive critical area designation.

I am not here to argue zoning, because development proposals, potential tax revenue and zoning don’t drive what can be done in the critical areas. Development and zoning can change, but the critical area maps overlay zoning and subdivision maps. Critical area designations have permanence.

Counsel for the developer has done some good lawyering here, manipulating the facts so you see this property as the developer sees it. The first four paragraphs of the developer’s report filed in support of this request include so many false or manipulated facts, reality is almost lost. Here are some real facts:

- Lot 1, as described in the introduction of the applicant’s report (Atlantic Coastal Bays Critical Area Mapping Mistake, Coastal Compliance Solutions), is a creation of the developer. Its boundaries do not exist on the critical areas map. This Lot 1 was created in 2020 to show new building lots that can already be developed under the RCA. Lot 1 coincides with the 8.34 acres proposed for redesignation.

Here are the facts: When the developer purchased the 99.06 property in 2014, he purchased one, 99.06-acre property. The former golf course, comprised of 99.06 acres, was listed on Tax Map 33 as a single lot, golf course development, at least since 1997 (source: Coastal Compliance Solutions, Subdivision History). The entire Parcel 80 was designated as a resource conservation area in 2002. A development proposed in 2020 must be consistent with the critical area designation adopted in 2002 (NR 3-103(b)).

- The developer suggests the former golf course that operated on Parcel 80 was created from an assemblage of properties in the distant past. That’s a good bit of history that means nothing here.

Here are the facts: The 99.06-acre golf course was a single property when classified resource conservation area in 2002. The history of ownership means nothing. The golf course business failed. The only thing that survived is a 99.09-acre property purchased by the Ayres Creek Family Farm, LLC. for \$1.35 million in 2014. The RCA critical area classification adopted in 2002 was not affected by the business failure or property sale.

The critical areas law established tough requirements. Uses are tied to those stipulated in 2002 when the maps were adopted. When a developer claims mistakes were made in mapping, and that his refinements are what the legislature intended, you should believe and rely on what the rules say, not the developer’s interpretation of legislative intent.

Intent is specifically addressed in the critical areas law. The law says: “the Maryland General Assembly passed the Atlantic Coastal Bays Protection Act for the purpose of preserving, protecting, and improving... “(NR-3-101-(a).

The rules say that when there is a dispute regarding the map boundaries, the property boundaries existing when the map designations were adopted should apply (NR3-103(b) and NR3-103(c)(1)(B)).

The applicant’s proposed refinement would redraw the boundaries of a 99.06-acre resource conservation area, carving out about 10 percent of the acreage and redesignating this 8.34 acres as a Limited Development Area. A limited development area designation permits more intense

development and is less restrictive than the existing resource conservation area. The law says in the case of conflicting provisions, the stronger provision shall apply (NR 3-101-(i)(2)).

The applicant contends the substance of the mistake is that buildings and parking lots are uses inconsistent with a resource conservation area designation. Resource classifications are based on the predominant use existing at the time the maps were adopted on June 1, 2002 (NR-3-103(b)).

The golf course and buildings existed in 2002. The golf course use, including use of the buildings, was appropriately grandfathered as part of the 2002 resource area designation (NR 3-105(a)). Existing uses can continue, but not expand, unless operations cease for more than one year. If reuse is sought after operations cease, approval must be in accordance with the variance procedures (NR-3-111).

The applicant is not seeking a variance. The applicant sought and obtained a text amendment in 2016 authorizing continued use of the buildings located on the 8.34 acres portion of the 99.06 acres designated RCA. This text amendment restricted use to occupancy by a legitimate environmental organization (NR-3-108(d)(9)).

The applicant claims that prior to establishment of the golf course, Parcel 80 was once several lots in agricultural use, combined to form the former golf course and, by agreement, the combination was subject to dissolution.

Any agreement by the former owners of the golf course died and was invalidated when the business failed, and the property was sold in foreclosure. Whether the applicant would be bound to this preexisting agreement if it existed and was assumed in the purchase is a due diligence question with no role in critical area classifications. Classifications are based on uses and development in existence on June 1, 2002 (NR3-103(b)).

According to the Maryland Department of Assessments and Taxation, the entire 99.06-acre Parcel 80 was purchased as one lot in a non-arms-length transaction for \$1.35 million by Ayres Creek Family Farm, LLC. Ayres Creek Family Farm is not a farm; its bylaws state the corporation was formed to buy, manage and develop real estate.

No new subdivisions or lot boundaries were recorded by the former golf course owners or Ayres Creek Family Farm, LLC prior to adoption of the resource area classification in 2002 or prior to the purchase of the 99.06-acre property in 2014. Where there is uncertainty regarding boundaries of land classifications areas as drawn on the maps due to errors in the map and/or overlay registration, the classification coincides with the property line (NR-3-103(c)(1)(B)).

The developer, this applicant, agreed with the classification when he asked the Worcester County Commission to adopt a text amendment allowing use of the buildings. You adopted the text amendment (NR3-108(d)(9)) The developer agreed to use of the facilities only by a legitimate environmental organization.

The applicant also claims the 8.34 acres should be in a less restrictive Limited Development Classification because there is a wastewater treatment plant on the property. To use the property

as requested by the developer in 2016, an environmental organization would have to show there is adequate wastewater treatment to secure an occupancy permit.

The 8.34 acres is not a separate parcel. It represents a portion of Parcel 80 designated as a distinct lot by the developer. The entire Parcel 80 meets all of the requirements for a resource conservation area designation (NR-3-108(a)). There was no approved sewage treatment system operating on the 99.06-acre property when it was purchased in 2014. Use of the buildings, commercial or otherwise, was not permitted until the text amendment was adopted.

The “shared facility” agreement was approved by Worcester County on May 5, 2020. It permits the developer to use a shared system to provide sewage treatment to buildable lots on Parcel 80. The number of buildable lots is limited to what is allowed in a Resource Conservation Area.

The shared facilities agreement is associated with a proposed Boundary Line Adjustment Plan and Minor Subdivision Creating Lots 1, 2 & 3” dated June 23, 2020. The developer is entitled to low intensity development in the designated Resource Conservation area. Low intensity development is defined as density not to exceed one dwelling unit per 20 acres (NR3-108(c)(3)).

The critical areas regulations include a variance process and specific procedures that must be followed for considering conforming and nonconforming lot configurations (COMAR 27 01.02.08). The applicant does not appear to be asking for a variance.

The request asks to find a mistake in the mapping. If the 99.06 acres is one parcel designated RCA, and that designation includes grandfathering the buildings. The RCA designation has stood for much longer than this developer has owned the property. The developer knew of the designation when the property was purchased in 2014.

My commissioners, you do not need to consider this matter further.

Ayres Creek Family Farm, which is owned by Mr. Todd Burbage, currently can split the property into different parcels, to sell or to develop each or all within the limitations established for a Resource Conservation Area. His use options were known and have not been unduly restricted. How he complies is a matter for the Planning and Zoning staff to consider. Only you can recommend changing the underlying RCA designation.

Unlike zoning classifications, the goal of the critical areas program is to preserve and protect uses of land in existence in 2002. If there was a mistake in the original critical area’s designation, there has been ample opportunity over the past eight years this developer has owned the property to seek the changes he now desires.

He did try to alter the use of the property when he asked to build a campground. That request was rejected. This is simply another effort to achieve a change that he believes will enhance the development value of his property. This request also should be rejected.

In summary, no mistake was made in the original classification of this approximately 99.06-acre property. In fact, all of the reasons being advance by the applicant could have been argued in 2016, when the appropriateness of the current classification for the entire parcel, including the

ITEM 14

8.34 acres at issue now, was affirmed by the text amendment (NR3-108(d)(9) requested by this developer and adopted.

Today, the developer is having his public hearing. You will serve the public's interest and specific intent of the law by taking no further action or rejecting the request.

From: dstelzner@aol.com <dstelzner@aol.com>
Sent: Sunday, January 23, 2022 2:11 PM
To: commissioners <commissioners@co.worcester.md.us>
Cc: michael.lecompte@comcast.net; trottierrj@gmail.com; brian.d.julian@outlook.com; ocjanl@gmail.com; rickinoc@comcast.net; zajacjj@aol.com; Weston S. Young <weston.young@co.worcester.md.us>; Robert Mitchell <bmittchell@co.worcester.md.us>; Roscoe Leslie <roscoe.leslie@co.worcester.md.us>
Subject: *EXTERNAL*:Request for reclassification - Atlantic Coastal Bays Critical Area

CAUTION: This email originated from an external email domain which carries the additional risk that it may be a phishing email and/or contain malware.

Subject: Supplement to my January 18, 2022 testimony in the matter of the Ayres Creek Family Farm request to Reclassify Critical Areas

Thank you for allowing me to testify during the January 18, 2022, public hearing regarding Ayres Creek Family Farm, LLC 's request to reclassify 8.34 acres of critical areas property from resource conservation area (RCA) to Limited Development Area (LDA).

During the public hearing several members of the Commission asked both the developer's attorney, Hugh Cropper IV, and the head of Worcester County's Department of Environmental Programs, Robert Mitchell, to comment on my statement, specifically my conclusion that changing the property classification to LDA would open the door to building up to 36 dwelling units.

I was not asked to react to Mr. Cropper's or Mr. Mitchell's comments. I believe the record is incomplete without some clarifications:

- First, I do not agree with Mr. Cropper's assertion that the RCA classification adopted in 2002 was a mistake that inadvertently created a nonconforming use in need of correction. The critical area rules are clear: maps and classifications are based on the prevailing conditions and use at the time of adoption on June 1, 2002. The rules include a grandfather clause mechanism for permitting continuation of otherwise nonconforming uses, including structures, densities and commercial uses.

I did not hear Mr. Cropper or his expert witness dispute the existence of the grandfather provision or challenge the appropriateness of its application to the RCA property in 2002. Frankly, I don't recall they acknowledged the existence of this grandfather provision.

- Second, Ayres Creek Family Farm LLC is a real estate entity, chartered by the State of Maryland and wholly owned by Mr. Todd Burbage. That fact is important only because as a well-established developer, Mr. Burbage knew he did not acquire an operating golf course, complete with various licenses, and subject to any operating conditions or agreements that predate his acquisition. His purchase in 2014 of the 99.06 acres after foreclosure did not change the RCA classification. Mr. Cropper did not claim Mr. Burbage purchased anything

more than **one 99.06-acre parcel of land** with structures that was classified RCA. I believe he agreed the history of the land prior to his client's acquisition is immaterial.

- Third, the Lot 1 referred to by Mr. Cropper is merely a creation of the applicant. It did not exist on June 1, 2002. The boundaries of this new Lot 1 were established to satisfy the developer's goals, including uses that would not be permitted under a RCA classification. Commercial leasing is permitted by regulation with limitations agreed to by the applicant in 2016.

- Fourth, under the critical area regulations, a map or boundary refinement is not the mechanism for considering variances. The rules include specific standards and procedures for seeking hardship variances.

So, getting back to the question: How did I conclude that agreeing to the reclassification would open the door, creating an opportunity to construct up to 36 dwelling units (or equivalent commercial space), on the 9+ acres in total proposed for the LDA classification? An LDA is characterized as having up to 4 units per acre. Build vertically if acreage is limited.

If Worcester County is willing to let the applicant to create a new parcel designed for a LDA, the applicant arguably should be entitled to use the property in any way permitted in an LDA.

The commercial uses had ceased until restored by Worcester County in 2016. Mr. Cropper indicated it is likely he would seek elimination of the leasing restriction now limiting commercial use.

Mr. Mitchell said the suggested density is not possible, given current zoning, the lack of sewage treatment capacity, and other factors.

Critical area classifications are not based on zoning today, yesterday or in the future. They have permanence. Zoning is subject to change all the time.

Should the nearly 25 year old sewage treatment system fail, Ayres Creek Family Farm, LLC certainly can seek a connection to Mystic Harbor. Service is being extended, terminating near Assateague Rd., just across the street from the applicant's property.

Thank you again for your time and interest,

Sincerely,
Diane Stelzner
11701 Bay Landing Dr
Berlin, MD 21811
301-908-7772

January 24, 2022

To: Worcester County Commissioners

From: South Point Association Executive Committee

Subject: Ayres Creek Family Farm LLC request for Critical Area Reclassification

The South Point Executive Committee respectfully requests that you include this expression of opposition in the public hearing record established for the Ayres Creek Family Farm LLC's (the Developer) request to change the critical area designation for his property at 8219 Stephen Decatur Highway.

We were unable to convene a meeting of the Executive Committee and prepare a statement in time to attend the January 18, 2022, public meeting requested by the applicant. However, two of our members did provide testimony in their individual capacity. By unanimous agreement, the Executive Committee on January 25, 2022, held an open meeting and approved sending you our endorsement of the testimony in opposition to the application presented during the public hearing.

As Ms. Jan Adamchak testified, the proposed change to a less protective Limited Development Area seems inconsistent with the goals and objectives of our comprehensive planning. Moreover, the likely request down the road to free the property of the commercial use restriction adopted by the Worcester County Commissioners in 2016 will result in more traffic on a single lane highway designated as an emergency roadway. The congestion during the summer clearly demonstrates traffic to and from the state and federal beaches is already more than the roadway can safely carry.

Ms. Diane Stelzner noted in her testimony the grandfather provisions in Worcester County's critical area regulations, as well as the 2016 text amendment, affirm the appropriateness of the resource conservation area designation Worcester County adopted in 2016 at the request of this same developer.

After reviewing the presentation by the developer's attorney, Mr. Hugh Cropper IV, we conclude the "mistake" he alleged is a contrived argument with no basis in law or regulation. The 2002 critical area map designating this property a resource conservation area is valid and appropriate. The alleged nonconformity was fully recognized and accommodated in the legislation and implementing regulations.

The applicant has failed to show any hardship or other justification for changing the designation that has stood for nearly 20 years. His proposed map refinement cures a problem that does not exist.

We respectfully urge the Commission to reject the request and close this matter. The applicant has had his public hearing. If additional information is brought forward, we request another public hearing be held. Thank you for your strong consideration.

Michael A. LeCompte, President

Roland J. Trottier, Vice President

Diane Steltzier, Secretary

Brian Jullian, Treasurer



Worcester County Government

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

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

MEMORANDUM

TO: Weston S. Young, Chief Administrative Officer
 FROM: Karen Hammer, Office Assistant V
 DATE: January 25, 2022
 RE: Proposed Employee Events and Activities 2022

As you are aware, over the past several years the County Commissioners have sponsored events and programs for the Worcester County Government employees to improve morale and demonstrate their support and appreciation of County staff. These events have been extremely successful and sincerely appreciated by County employees. Therefore, I am proposing that the County Commissioners approve the following "Worcester County Government Employee Appreciation" events program for 2022:

1. **Night at The Shorebirds** - Date TBA

Tickets would be free for each employee with additional tickets for family and friends sold for \$7 each. Total cost to the County would be \$1,400 (for 200 tickets), less income from ticket sales. In 2021, we needed 168 tickets, 70 distributed to staff and 98 sold to family and friends for a net cost of \$510 to the County.

2. **Jolly Roger Day** -

Sunday, August TBA, from 10:00am until 6:00 pm. This event is at **no cost to the County** as we sell wristbands to County employees and their family and friends at the generous pricing offered by Buddy Jenkins and the Jolly Roger staff. While prices have increased slightly, prices for 2022, will be announced.



OFFICE OF THE
 COUNTY COMMISSIONERS

Worcester County

GOVERNMENT CENTER
 ONE WEST MARKET STREET • ROOM 1103

SNOW HILL, MARYLAND

21863-1195

January 20, 2022

WESTON S. YOUNG, P.E.
 CHIEF ADMINISTRATIVE OFFICER
 JOSEPH E. PARKER, III
 DEPUTY CHIEF ADMINISTRATIVE OFFICER
 ROSCOE R. LESLIE
 COUNTY ATTORNEY

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

TO: Worcester County Commissioners
 FROM: Karen Hammer, Administrative Assistant V
 SUBJECT: Upcoming Board Appointments - Terms Beginning January 1, 2022

Attached, please find copies of the Board Summary sheets for all County Boards or Commissions (14), which have current or upcoming vacancies (26). The annual report for each board is also included. I have circled the members whose terms have expired or will expire on each of these boards.

Please Note Board Interests – following board summaries.

President Mitrecic - You have **One (1)** positions open:

- Marie Campione-Lawrence (**Resigned**) - Social Services Advisory Board

Vice President Elder – You have **One (1)** position needed:

- Robert Clarke – Term Ending – Dec. 21- Economic Development Advisory Board

Commissioner Bertino – You have **One (1)** positions needed:

- Cathy Gallagher – **Resigned** - Social Services Advisory Board

Commissioner Bunting – You have **One (1)** position needed:

- David Deutsch - Term Ending – Dec. 21- Ethics Board

Commissioner Nordstrom - You have **Three (3)** position needed:

- Glen Holland – Term Ending – Dec. 21 – Agricultural Preservation Advisory Board
- Mark Frostrom – Term Ending – Dec. 21 - LMB
- Sharon Dryden - **Resigned** – Social Services Advisory Board

Commissioner Church – You have **Nine (9)** position open:

- Duane Duncan - Term Ending – Dec. 21- Board of Electrical Examiners
- Bruce Spangler - Term Ending – Dec. 21- Ethics Board
- Norman Bunting – Term Ending – Dec. 21 – Recreation Advisory Board
- Martin Kwesko – Term Ending – Dec. 21-Water & Sewer Advisory Council, Mystic Harbour
- Richard Jendrek – passed – Water & Sewer Advisory Council, Mystic Harbour
- Bruce Burns -passed - Water & Sewer Advisory Council, Mystic Harbour



OFFICE OF THE
 COUNTY COMMISSIONERS

Worcester County

GOVERNMENT CENTER
 ONE WEST MARKET STREET • ROOM 1103

SNOW HILL, MARYLAND

21863-1195

WESTON S. YOUNG, P.E.
 CHIEF ADMINISTRATIVE OFFICER
 JOSEPH E. PARKER, III
 DEPUTY CHIEF ADMINISTRATIVE OFFICER
 ROSCOE R. LESLIE
 COUNTY ATTORNEY

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

- Todd Ferrante – Term Ending-Dec. 21- Water & Sewer Advisory Council, West Ocean City
- Keith Swanton - Term Ending-Dec. 21- Water & Sewer Advisory Council, West Ocean City
- Elizabeth Rodier - Term Ending-Dec. 21- Commission for Women- Not a Reappointment

Commissioner Purnell – You have assigned all positions

All Commissioners:

- **(3) – Adult Public Guardianship Board-** (2) Terms Ending- Roberta Baldwin and Melissa Banks, (1) Vacancy – Dr. Kenneth Widra - Psychiatrist
- **(1) -Drug and Alcohol Abuse Council - 1 Position** - (Passing of Dr. Cragway, Jr., also Knowledgeable of Substance Abuse Treatment), Mr. Orris hopes to have recommendations for The Commissioners later this year, **however**, if the Commissioners have someone they'd like to appoint, please advise.
- **(4) - At Large position on Local Development Council For the Ocean Downs Casino-4 yr.** Mark Wittmyer (Business – Ocean Pines) Terms Ending – Dec. 21 for (3) – Gee Williams (Church), Bob Gilmore (Bertino), David Massey (At-Large- Business O.P.)
- **(2) - Water and Sewer Advisory Council – Ocean Pines–** (1) Resigned (Bob Poremski), (1) Term Ending and Resignation Dec. 21.- Gregory Sauter
- **(3) - Water and Sewer Advisory Council – Mystic Harbour** (Passing of Richard Jendrek and Bruce Burns) (1) – Term Ending-Dec. 21- Martin Kwesko
- **(2) - Water and Sewer Advisory Council- West Ocean City –** (2) Term Endings – Dec. 21 – Todd Ferrante and Keith Swanton
- **(1) – Commission for Women –**Elizabeth Rodier, (Church) does not choose to be reappointed.

Pending Board Appointments - By Commissioner

- District 1 - Nordstrom** p. 7 - Agricultural Preservation Board - Glen Holland
p. 13 - LMB - Mark Frostrom
p. 16 - Social Services - Sharon Dryden

District 2 - Purnell

Thank you! All of your positions are assigned.

District 3 - Church

- p. 11 - Electrical Examiners - Duane Duncan
p. 12 - Ethics Board - Bruce Spangler
p. 15 - Recreation Advisory Board - Norman Bunting
p. 19 - Water & Sewer - Mystic Harbour - Martin Kwesko
p. 19 - Water & Sewer - Mystic Harbour - Richard Jendrek
p. 19 - Water & Sewer - Mystic Harbour - Bruce Burns
p. 20 - Water and Sewer Advisory Council- West Ocean City- Todd Ferrante.
p. 20 - Water and Sewer Advisory Board -West Ocean City - Keith Swanton
p. 21 - Commission for Women - Elizabeth Rodier

District 4 - Elder

- p. 10 - Economic Development – Robert Clarke

District 5 - Bertino

- p. 16 - Social Services Advisory Board – Cathy Gallagher
p. 18 - Water & Sewer Advisor Board Ocean Pines – Bob Poremski
p. 18 - Water & Sewer Advisor Board Ocean Pines – Gregory Sauter

District 6 - Bunting

- p. 12 – Ethics Board – David Deutsch

District 7 - Mitrecic

- p. 16 - Social Services Advisory Board – Maire Campione Lawrence

All Commissioners

p. 5 (3) – Adult Public Guardianship Board- (2) Terms Ending, (1) Vacancy - Psychiatrist

p. 8 (1) -Drug and Alcohol Abuse Council - 1 Position - (Passing of Dr. Cragway, Jr., also Knowledgeable of Substance Abuse Treatment), Mr. Orris hopes to have recommendations for The Commissioners later this year, **however**, if the Commissioners have someone they'd like to appoint, please advise.

p. 14 (4) - At Large position on Local Development Council For the Ocean Downs Casino-4 yr. Mark Wittmyer (Business – Ocean Pines) Terms Ending – Dec. 21 for (3) – Gee Williams (Church), Bob Gilmore (Bertino), David Massey (At-Large- Business O.P.)

p. 18 (2) - Water and Sewer Advisory Council, Ocean Pines – (1) Resigned (Bob Poremski), (1) Term Endings and resignation - Dec. 21.- Gregory Sauter

p. 19 (3) - Water and Sewer Advisory Council – Mystic Harbour (Passing of Richard Jendrek and Bruce Burns) (1) – Term Ending-Dec. 21- Martin Kwesko

p. 20 (2) - Water and Sewer Advisory Council- West Ocean City – (2) Term Endings – Dec. 21 – Todd Ferrante and Keith Swanton

p. 21 (1) – Commission for Women – Elizabeth Rodier (Church) does not choose to be reappointed.

ADULT PUBLIC GUARDIANSHIP BOARD

Reference: PGL Family Law 14-402, Annotated Code of Maryland

Appointed by: County Commissioners

Function: Advisory
 Perform 6-month reviews of all guardianships held by a public agency.
 Recommend that the guardianship be continued, modified or terminated.

Number/Term: 11/3 year terms
 Terms expire December 31st

Compensation: None, travel expenses (under Standard State Travel Regulations)

Meetings: Semi-annually

Special Provisions: 1 member must be a professional representative of the local department
 1 member must be a physician
 1 member must be a psychiatrist from the local department of health
 1 member must be a representative of a local commission on aging
 1 member must be a representative of a local nonprofit social services organization
 1 member must be a lawyer
 2 members must be lay individuals
 1 member must be a public health nurse
 1 member must be a professional in the field of disabilities
 1 member must be a person with a physical disability

Staff Contact: Department of Social Services - Roberta Baldwin (410-677-6872)

Current Members:

<u>Member's Name</u>	<u>Representing</u>	<u>Years of Term(s)</u>
Roberta Baldwin	Local Dept. Rep. - Social Services	03-06-09-12-15-18, 18-21
Melissa Banks	Public Health Nurse	*02-03-06-09-12-15-18, 18-21
Dr. Kenneth Widra	Psychiatrist	18-21
Dr. William Greer	Physician	07-10-13-16-19, 19-22
Richard Collins	Lawyer	95-98-01-04-07-10-13-16-19-22
Nancy Howard	Lay Person	*17-19, 19-22
Connie Wessels	Lay Person	*15-16-19, 19-22
Brandy Trader	Non-profit Soc. Service Rep.	*15-17, 17-20, 20-23
LuAnn Siler	Commission on Aging Rep.	17-20, 20-23
Jack Ferry	Professional in field of disabilities	*14-14-17-20, 20-23
Thomas Donoway	Person with physical disability	17-20, 20-23

Terms Ended

* = 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)
Dr. Dia Arpon *(10-18)

* = Appointed to fill an unexpired term

AGRICULTURAL PRESERVATION ADVISORY BOARD

Reference: PGL Agriculture 2-504.1, Annotated Code of Maryland

Appointed by: County Commissioners

Functions: Advisory
Advise the County Commissioners and State Agricultural Preservation Foundation on establishment of agricultural districts and priorities for purchase of easements; promote preservation of agriculture in the County.

Number/Term: 7/4 years***
Terms expire December 31st

Compensation: \$100 per meeting (policy)

Meetings: As Needed

Special Provisions: 4 members to be owner-operators of commercial farms
Membership limited to two consecutive full terms

Staff Contact: Katherine Munson, Dept. of Environmental Programs (410-632-1220)

Current Members: (O-O = Commercial Farm Owner-Operator)

<u>Member's Name</u>	<u>Nominated By</u>	<u>Resides</u>	<u>Terms (Year)</u>
Glen Holland (O-O)	Nordstrom	D-1, Pocomoke	13-17, 17-21
Ed Phillips (O-O)	Elder	D-4, Whaleyville	05-10-14-18, 18-22
Alan Hudson (O-O)	Elder	D-4, Berlin	14-18, 18-22
Billy Thompson (O-O)	Purnell	D-2, Berlin	19 -23
Curt Lambertson	Elder	D-4, Snow Hill	15-19, 19-23
Kelley Gravenor	Elder	D-4, Snow Hill	*14-16-20, 20-24
Kathy Drew	Bunting	D-6, Bishopville	** 06-09-13-17-21,21-25

Prior Members:

- | | |
|------------------------------|------------------------------|
| Norman Ellis | Ed Anderson (98-03) |
| Richard Bradford | Robert Gray (00-05) |
| Charles Fulton | Orlando Bishop (01-06) |
| Elmer Hastings | Roger Richardson (96-07) |
| David Stevens | Anne Hastings (06-11) |
| Curtis Shockley | Earl Ludey (07-13) |
| Gerald Redden | George Lee Clayville (00-14) |
| William Sirman, Jr. | Sandra Frazier (03-14) |
| Harold Purnell | Donnie Powell (06-15) |
| Chauncy Henry (96-97) | Bill Bruning(O-O) (11-19) |
| Lieselotte Pennewell (93-98) | |
| Carlton Magee (90-00) | |
| Harry Mitchell (90-00) | |
| Frank Baker (98-01) | |

* = Appointed to fill an unexpired term

** = Appointed to partial term to create proper staggering of terms

***=Membership expanded from 5 to 7 members and terms reduced from 5 to 4-years each in 2006

Reference: PGL Health-General, Section 8-1001

Appointed by: County Commissioners

Functions: Advisory
Develop and implement a plan for meeting the needs of the general public and the criminal justice system for alcohol and drug abuse evaluation, prevention and treatment services.

Number/Term: At least 18 - At least 7 At-Large, and 11 ex-officio (also several non-voting members)
At-Large members serve 4-year terms; Terms expire December 31

Compensation: None

Meetings: As Necessary

Special Provisions: Former Alcohol and Other Drugs Task Force was converted to Drug and Alcohol Abuse Council on October 5, 2004.

Staff Contact: Regina Mason, Council Secretary, Health Department (410-632-1100)
Doug Dods, Council Chair, Sheriff's Office (410-632-1111)

Current Members:

<u>Name</u>	<u>Representing</u> <u>At-Large Members</u>	<u>Years of Term(s)</u>
Eric Gray (Christina Purcell)	Substance Abuse Treatment Provider	*15-18, 18-22
Sue Abell-Rodden	Recipient of Addictions Treatment Services	10-14-18, 18-22
Colonel Doug Dods	Knowledgeable on Substance Abuse Issues	04-10 (advisory),10-14-18, 18-22
Jim Freeman, Jr.	Knowledgeable on Substance Abuse Issues	04-11-15, 15-19, 19-23
Jennifer LaMade	Knowledgeable on Substance Abuse Issues	*12-15, 15-19, 19-23
Mimi Dean	Substance Abuse Prevention Provider	*18-19, 19-23
Kim Moses	Knowledgeable on Substance Abuse Issues	08-12-16-20, 20-24
Dr. Roy W. Cragway, Jr.	Knowledgeable on Substance Abuse Issues	*17-20, 20-24
Rev. James Jones	Knowledge of Substance Abuse Issues	*21-25
Tina Simmons	Knowledge of Substance Abuse Treatment	21-25

Deceased

Ex-Officio Members

Rebecca Jones	Health Officer	Ex-Officio, Indefinite
Roberta Baldwin	Social Services Director	Ex-Officio, Indefinite
Spencer Lee Tracy, Jr.	Juvenile Services, Regional Director	Ex-Officio, Indefinite
Trudy Brown	Parole & Probation, Regional Director	Ex-Officio, Indefinite
Kris Heiser	State's Attorney	Ex-Officio, Indefinite
Burton Anderson	District Public Defender	Ex-Officio, Indefinite
Sheriff Matt Crisafulli	County Sheriff	Ex-Officio, Indefinite
William Gordy (Eloise Henry Gordy)	Board of Education President	Ex-Officio, Indefinite
Diana Purnell	County Commissioners	Ex-Officio, Indefinite
Judge Brian Shockley (Jen Bauman)	Circuit Court Administrative Judge	Ex-Officio, Indefinite
Judge Gerald Purnell (Tracy Simpson)	District Court Administrative Judge	Ex-Officio, Indefinite

* Appointed to a partial term for proper staggering, or to fill a vacant term

Donna Bounds

Warden, Worcester County Jail

Ex-Officio, Indefinite

Advisory Members

Lt. Earl W. Starner

Maryland State Police

Since 2004

Charles "Buddy" Jenkins

Business Community - Jolly Roger Amusements

Chief Ross Buzzuro (Lt. Rick Moreck)

Ocean City Police Dept.

Leslie Brown

Hudson Health Services, Inc.

James Mcquire, P.D.

Health Care Professional - Pharmacist

Since 2018

Shane Ferguson

Wor-Wic Community College Rep.

Since 2018

Jessica Sexauer, Director

Local Behavioral Health Authority

Since 2018

Prior Members:

Since 2004

Vince Gisriel

Mike Shamburek - Hudson Health

Michael McDermott

Shirleen Church - BOE

Marion Butler, Jr.

Tracy Tilghman (14-15)

Judge Richard Bloxom

Marty Pusey (04-15)

Paula Erdie

Debbie Goeller

Tom Cetola

Peter Buesgens

Gary James (04-08)

Aaron Dale

Vickie Wrenn

Garry Mumford

Deborah Winder

Sharon Smith

Garry Mumford

Jennifer Standish

Judge Theodore Eschenburg

Karen Johnson (14-17)

Andrea Hamilton

Rev. Bill Sterling (13-17)

Fannie Birckhead

Kat Gunby (16-18)

Sharon DeMar Reilly

William McDermott

Lisa Gebhardt

Sheriff Reggie Mason

Jenna Miller

Colleen Wareing (*06-19)

Dick Stegmaier

Rev. Matthew D'Amario(*18-21)

Paul Ford

Donna Nordstron *(19-21)

Megan Griffiths

Ed Barber

Eloise Henry-Gordy

Lt. Lee Brumley

Ptl. Noal Waters

Ptl. Vicki Fisher

Chief John Groncki

Chief Arnold Downing

Frank Pappas

Captain William Harden

Linda Busick (06-10)

Sheriff Chuck Martin

Joel Todd

Diane Anderson (07-10)

Joyce Baum (04-10)

James Yost (08-10)

Ira "Buck" Shockley (04-13)

Teresa Fields (08-13)

Frederick Grant (04-13)

Doris Moxley (04-14)

Commissioner Merrill Lockfaw

Kelly Green (08-14)

Sheila Warner - Juvenile Services

Chief Bernadette DiPino - OCPD

Chief Kirk Daugherty -SHPD

* Appointed to a partial term for proper staggering, or to fill a vacant term

ECONOMIC DEVELOPMENT ADVISORY BOARD ITEM 16

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: \$100 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 - Melanie Pursel (410-632-3110)

Current Members:

<u>Member's Name</u>	<u>Nominated By</u>	<u>Resides</u>	<u>Term(s)</u>
Robert Clarke	D-4, Elder	Snow Hill	*08-09-13-17, 17-21
Steven Habeger	D-5, Bertino	Ocean Pines	19-23
Natoshia Collick Owens	D-2, Purnell	Ocean Pines	*15-19, 19-23
Joe Schanno	D-3, Church	West Ocean City	*19-20, 20-24
Marc Scher	D-1, Nordstrom	Pocomoke	*19-20, 20-24
Robert Fisher	D-6, Bunting	Snow Hill	87-17-21, 21-25
Ashley Harrison	D-7, Mitrecic	Ocean City	19-21, 21-25

Term ended

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-Zytowicz (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) | Greg Shockley (14-18) |
| Saunders Marshall | Bob Pusey (99-00) | Tom Terry (15-19) |
| Elsie Marshall | Harold Scrimgeour (00-02) | John Glorioso (08-19) |
| Halcolm Bailey | Scott Savage (98-03) | Ralph Shockley (*08-21) |
| Norman Cathell | Gabriel Purnell (91-03) | |

* = Appointed to fill an unexpired term

BOARD OF ELECTRICAL EXAMINERS

Reference: Public Local Law BR §2-203

Appointed by: County Commissioners

Function: Regulatory
Regulate licensing of electricians in Worcester County.

Number/Term: 7/3 years
Terms expire December 31st

Compensation: \$100 meeting for expenses (as determined by County Commissioners)

Meetings: As Needed (1 per month)

Special Provisions: 1 must be electrical contractor in Worcester County for 5-years prior.
1 must be electrician in Worcester County.
All must be residents of Worcester County.

Staff Contact: Department of Development Review & Permitting
Deborah Mooney - Isle of Wight (Ph. 410-352-3057)

Current Members:

<u>Member's Name</u>	<u>Nominated By</u>	<u>Resides</u>	<u>Years of Term(s)</u>
Duane Duncan (ME-5)	D-3, Church	Berlin	*05-12-15-18, 18-21
Roy M. Case (ME)	D-2, Purnell	Berlin	10-13-16-19, 19-22
Carl Smith (ME-5)	D-4, Elder	Snow Hill	98-10-13-16-19, 19-22
J.T. Novak (ME-5)	D-5, Bertino	Ocean Pines	07-10-13-16-19, 19-22
Michael Patchett (ME-5)	D-7, Mitrecic	West Ocean City	08-11-14-17-20, 20-23
Kenneth Lambertson (ME-5)	D-1, Nordstrom	Pocomoke	96-11-14-17-20, 20-23
Steve Kolarik (EG-5)	D-6, Bunting	Bishopville	12-21, 21-24

Term extended

(Key: ME-5 = Master Electrician at least 5-years; ME = Master Electrician; EL = Electrician Limited; EG = Electrician General)

Prior Members: (Since 1972)

Harrison Lambertson	Mark Odachowski	Brent Pokrywka (02-07)
William Molnar	Howard Pusey	Joel Watsky (03-08)
Thomas Ashby	Elwood Bunting	Bob Arnold (97-10)
Billy Burton Cropper	W. Prentiss Howard	Jamie Englishmen (06-12)
Alonza Anderson	Frank Bradshaw (90-96)	
Gus Foltz	H. Coston Gladding (90-96)	
Robert Conner	Willard W. Ward (92-97)	
Gus Payne	Walter Ward (92-98)	
Robert Farley	Dale Venable (94-00)	
Mike Costanza	Gary Frick (96-03)	
Herbert Brittingham	Thomas Duncan (02-05)	
Otho Mariner	Mike Henderson (00-06)	

* = Appointed to fill an unexpired term

ETHICS BOARD

Reference: Public Local Law, Section CG 5-103

Appointed by: County Commissioners

Function: Advisory
 Maintain all Ethics forms; develop procedures and policies for advisory opinions to persons subject to the Ethics Law and for processing complaints alleging violations of the Ethics Law; conduct a public information program regarding the purpose and application of the Ethics Law; annually certify compliance to the State; and recommend any changes to the Commissioners in order to comply with State Ethics Law.

Number/Term: 7/4 years
 Terms expire December 31st

Compensation: \$100 per meeting

Meetings: As Necessary

Special Provisions:

Staff Contact: Roscoe Leslie, County Attorney (410-632-1194)

Current Members:

<u>Member's Name</u>	<u>Nominated By</u>	<u>Resides</u>	<u>Years of Term(s)</u>
Bruce Spangler	D-3, Church	Berlin	*02-05-09-13-17, 17-21
David Deutsch	D-6, Bunting	Ocean Pines	17-21
Faith Mumford	D-2, Purnell	Snow Hill	14-18, 18-22
Mickey Ashby	D-1, Nordstrom	Pocomoke	14-18, 18-22
Frank Knight	D-7, Mitrecic	Ocean City	*14-19, 19-23
Judy Giffin	D-5, Bertino	Ocean Pines	*21-24
Joseph Stigler	D-4, Elder	Berlin	16-20, 20-24

Terms ended

Prior Members: (Since 1972)

- | | |
|-----------------------------|-------------------------------|
| J.D. Quillin, III | Wallace D. Stein (02-08) |
| Charles Nelson | William Kuhn (90-09) |
| Garbriel Purnell | Walter Kissel (05-09) |
| Barbara Derrickson | Marion Chambers (07-11) |
| Henry P. Walters | Jay Knerr (11-14) |
| William Long | Robert I. Givens, Jr. (98-14) |
| L. Richard Phillips (93-98) | Diana Purnell (09-14) |
| Marigold Henry (94-98) | Kevin Douglas (08-16) |
| Louis Granados (94-99) | Lee W. Baker (08-16) |
| Kathy Philips (90-00) | Richard Passwater (09-17) |
| Mary Yenney (98-05) | Jeff Knepper (16-21) |
| Bill Ochse (99-07) | |
| Randall Mariner (00-08) | |

* = Appointed to fill an unexpired term

WORCESTER COUNTY'S INITIATIVE TO PRESERVE FAMILIES BOARD

Previously - Local Management Board; and Children, Youth and Family Services Planning Board

Reference: Commissioners' Resolution No. 09-3, adopted on January 6, 2009

Appointed by: County Commissioners

Functions: Advisory/Policy Implementation/Assessment and Planning
 - Implementation of a local, interagency service delivery system for children, youth and families;
 - Goal of returning children to care and establishment of family preservation within Worcester County;
 - Authority to contract with and employ a service agency to administer the State Service Reform Initiative Program

Compensation: \$100 Per Meeting for Private Sector Members

Number/Term: 9 members/5 Public Sector, 4 Private Sector with 3-year terms
 51% of members must be public sector
 Terms expire December 31st

Meetings: Monthly

Staff Contact: Jessica Sexauer, Director, Local Management Board - (410) 632-3648
 Jennifer LaMade - Local Management Board - (410) 632-3648

Current Members:

<u>Member's Name</u>	<u>Nominated By</u>	<u>Resides/Representing</u>	<u>Years of Term(s)</u>
Mark Frostrom	At-Large - Nordstrom	Pocomoke City	*99-12-15-18, 18-21
Jennifer LaMade	<i>Ex officio</i>	Core Service Agency	Indefinite
Rebecca Jones	<i>Ex officio</i>	Health Department	Indefinite
Spencer "Lee" Tracey	<i>Ex officio</i>	Juvenile Justice	Indefinite
Louis H. Taylor	<i>Ex officio</i>	Board of Education	Indefinite
Roberta Baldwin	<i>Ex officio</i>	Department of Social Services	Indefinite
Theophilus Hobbs IV	At-Large - D. Purnell	Snow Hill	19-22
Dr. Mark Bowen	At-Large - J. Purnell	Snow Hill	20-23
Amy Rothermel	At-Large - Mitrecic	Ocean City	17-20, 20-23

Term Ended

Prior Members (since 1994):

Tim King (97)	Sharon DeMar Reilly	Deborah Goeller
Sandra Oliver (94-97)	Kathy Simon	Andrea Watkins (13-17)
Velmar Collins (94-97)	Vickie Stoner Wrenn	Sheila Warner (Indefinite)
Catherine Barbierri (95-97)	Robin Travers	Ira Shockley (03-19)
Ruth Geddie (95-98)	Jordan Taylor (09)	Eloise Henry-Gordy *(07-20)
Rev. Arthur George (94-99)	Aaron Marshall (09)	
Kathey Danna (94-99)	Allen Bunting (09)	
Sharon Teagle (97-99)	LaTrele Crawford (09)	
Jeanne Lynch (98-00)	Sheriff Charles T. Martin	
Jamie Albright (99-01)	Joel Todd, State's Attorney	
Patricia Selig (97-01)	Ed Montgomery (05-10)	
Rev. Lehman Tomlin (99-02)	Edward S. Lee (07-10)	
Sharon Doss	Toni Keiser (07-10)	
Rick Lambertson	Judy Baumgartner (07-10)	
Cyndy B. Howell	Claudia Nagle (09-10)	
Sandra Lanier (94-04)	Megan O'Donnell (10)	
Dr. James Roberts (98-04)	Kiana Smith (10)	
Dawn Townsend (01-04)	Christopher Bunting (10)	
Pat Boykin (01-05)	Simi Chawla (10)	
Jeannette Tresler (02-05)	Jerry Redden	
Lou Taylor (02-05)	Jennifer Standish	
Paula Erdie	Anne C. Turner	
Rev. Pearl Johnson (05-07)	Marty Pusey	
Peter Fox (05-07)	Virgil L. Shockley	
Lou Etta McClaffin (04-07)	Dr. Jon Andes (96-12)	
Bruce Spangler (04-07)	Dr. Ethel M. Hines (07-13)	

Updated: December 1, 2020
 Printed: November 17, 2020

**LOCAL DEVELOPMENT COUNCIL
FOR THE OCEAN DOWNS CASINO**

ITEM 16

Reference: Subsection 9-1A-31(c) - State Government Article, Annotated Code of Maryland

Appointed by: County Commissioners

Function: Advisory
Review and comment on the multi-year plan for the expenditure of the local impact grant funds from video lottery facility proceeds for specified public services and improvements; Advise the County on the impact of the video lottery facility on the communities and the needs and priorities of the communities in the immediate proximity to the facility.

Number/Term: 15/4-year terms; Terms Expire December 31

Compensation: None

Meetings: At least semi-annually

Special Provisions: Membership to include State Delegation (or their designee); one representative of the Ocean Downs Video Lottery Facility, seven residents of communities in immediate proximity to Ocean Downs, and four business or institution representatives located in immediate proximity to Ocean Downs.

Staff Contacts: Kim Moses, Public Information Officer, 410-632-1194
Roscoe Leslie, County Attorney, 410-632-1194

Current Members:

<u>Member's Name</u>	<u>Nominated By</u>	<u>Represents/Resides</u>	<u>Years of Term(s)</u>
Mark Wittmyer	At-Large	Business - Ocean Pines	15-19
Gee Williams °	Dist. 3 - Church	Resident - Berlin	09-13-17, 17-21
Bob Gilmore	Dist. 5 - Bertino	Resident - Ocean Pines	*19-21
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
Matt Gordon	Dist. 1 - Nordstrom	Resident - Pocomoke	19-22
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	*14-15-19, 19-23
Michael Donnelly	Dist. 7 - Mitrecic	Resident - Ocean City	*16-19, 19-23
Steve Ashcraft	Dist. 6 - Bunting	Resident - Ocean Pines	*19-20, 20-24
Gary Weber	Dist. 4 - Elder	Resident - Snow Hill	*19-20, 20-24
Mayor Rick Meehan °	At-Large	Business - Ocean City	*09-12-16-20-24

Terms Ended

Prior Members:

Since 2009

J. Lowell Stoltzfus ° (09-10)	Todd Ferrante ° (09-16)	Charlie Dorman (12-19)
Mark Wittmyer ° (09-11)	Joe Cavilla (12-17)	
John Salm ° (09-12)	James N. Mathias, Jr. ° (09-18)	
Mike Pruitt ° (09-12)	Ron Taylor ° (09-14)	
Norman H. Conway ° (09-14)	James Rosenberg (09-19)	
Michael McDermott (10-14)	Rod Murray ° (*09-19)	
Diana Purnell ° (09-14)		
Linda Dearing (11-15)		

* = Appointed to fill an unexpired term/initial terms staggered
° = Charter Member

RECREATION ADVISORY BOARD

Reference: County Commissioners' Action 6/13/72 and Resolution of 12/27/83 and Resolution 97-51 of 12/23/97 and Resolution 03-6 of 2/18/03

Appointed by: County Commissioners

Function: Advisory
 Provide the County with advice and suggestions concerning the recreation needs of the County and recommendations regarding current programs and activities offered.
 Review and comment on proposed annual Recreation Department budget.

Number/Term: 7/4-year term
 Terms expire December 31st

Compensation: \$100 per meeting expense allowance, subject to funding

Meetings: At least quarterly, more frequently as necessary

Special Provisions: One member nominated by each County Commissioner

Staff Support: Recreation and Parks Department - Lisa Gebhardt (410) 632-2144

Current Members:

<u>Member's Name</u>	<u>Nominated By</u>	<u>Resides</u>	<u>Years of Term(s)</u>
Norman Bunting, Jr.	D-3, Church	Berlin	*16-17, 17-21
Alvin Handy	D-2, Purnell	Ocean City	06-10-14-18, 18-22
John Gehrig	D-7, Mitrecic	Ocean City	14-18, 18-22
Joseph Stigler	D-4, Elder	Snow Hill	*21-23
Mike Hooks	D-1, Nordstrom	Pocomoke	12-16-20, 20-24
Missy Denault	D-5, Bertino	Berlin	*15-16-20, 20-24
William Gabeler	D-6, Bunting	Ocean Pines	21-25

Term Ended

Prior Members: Since 1972

Howard Taylor	Cyrus Teter	Gregory Purnell (83-96)	Sonya Bounds (12-15)
Arthur Shockley	Warren Mitchell	Vernon Redden, Jr. (83-98)	Burton Anderson (05-15)
Rev. Ray Holsey	Edith Barnes	Richard Ramsay (93-98)	William Regan (02-16)
William Tingle	Glen Phillips	Mike Daisy (98-99)	Shawn Johnson (15-19)
Mace Foxwell	Gerald Long	Cam Bunting (95-00)	Devin Bataille (19-20)
Nelson Townsend	Lou Ann Garton	Charlie Jones (98-03)	Chris Klebe (*11-21)
J.D. Townsend	Milton Warren	Rick Morris (03-05)	
Robert Miller	Ann Hale	Gregory Purnell (97-06)	
Jon Stripling	Claude Hall, Jr.	George "Eddie" Young (99-08)	
Hinson Finney	Vernon Davis	Barbara Kissel (00-09)	
John D. Smack, Sr.	Rick Morris	Alfred Harrison (92-10)	
Richard Street	Joe Lieb	Janet Rosensteel (09-10)	
Ben Nelson	Donald Shockley	Tim Cadotte (02-12)	
Shirley Truitt	Fulton Holland (93-95)	Craig Glover (08-12)	
		Joe Mitrecic (10-14)	

* = Appointed to fill an unexpired term

SOCIAL SERVICES ADVISORY BOARD

ITEM 16

Reference: Human Services Article - Annotated Code of Maryland - Section 3-501

Appointed by: County Commissioners

Functions: Advisory
Review activities of the local Social Services Department and make recommendations to the State Department of Human Resources.
Act as liaison between Social Services Dept. and County Commissioners.
Advocate social services programs on local, state and federal level.

Number/Term: 9 to 13 members/3 years
Terms expire June 30th

Compensation: None - (Reasonable Expenses for attending meetings/official duties)

Meetings: 1 per month (Except June, July, August)

Special Provisions: Members to be persons with high degree of interest, capacity & objectivity, who in aggregate give a countywide representative character.
Maximum 2 consecutive terms, minimum 1-year between reappointment
Members must attend at least 50% of meetings
One member (ex officio) must be a County Commissioner
Except County Commissioner, members may not hold public office.

Staff Contact: Roberta Baldwin, Director of Social Services - (410-677-6806)

Current Members:

Table with 4 columns: Member's Name, Nominated By, Resides, Years of Term(s). Rows include Cathy Gallagher, Sharon Dryden, Diana Purnell, Voncelia Brown, Mary White, Maria Campione-Lawren, Nancy Howard, Karen Hammer, Harry Hammond.

Resigned

Resigned

* = Appointed to fill an unexpired term

SOCIAL SERVICES BOARD
(Continued)

Prior Members: (Since 1972)

James Dryden	Jeanne Lynch (00-02)
Sheldon Chandler	Michael Reilly (00-03)
Richard Bunting	Oliver Waters, Sr. (97-03)
Anthony Purnell	Charles Hinz (02-04)
Richard Martin	Prentiss Miles (94-06)
Edward Hill	Lakeshia Townsend (03-06)
John Davis	Betty May (02-06)
Thomas Shockley	Robert "BJ" Corbin (01-06)
Michael Delano	William Decoligny (03-06)
Rev. James Seymour	Grace Smearman (99-07)
Pauline Robertson	Ann Almand (04-07)
Josephine Anderson	Norma Polk-Miles (06-08)
Wendell White	Anthony Bowen (96-08)
Steven Cress	Jeanette Tressler (06-09)
Odetta C. Perdue	Rev. Ronnie White (08-10)
Raymond Redden	Belle Redden (09-11)
Hinson Finney	E. Nadine Miller (07-11)
Ira Hancock	Mary Yenney (06-13)
Robert Ward	Dr. Nancy Dorman (07-13)
Elsie Bowen	Susan Canfora (11-13)
Faye Thornes	Judy Boggs (02-14)
Frederick Fletcher	Jeff Kelchner (06-15)
Rev. Thomas Wall	Laura McDermott (11-15)
Richard Bundick	Emma Klein (08-15)
Carmen Shrouck	Wes McCabe (13-16)
Maude Love	Nancy Howard (09-16)
Reginald T. Hancock	Judy Stinebiser (13-16)
Elsie Briddell	Arlette Bright (11-17)
Juanita Merrill	Tracey Cottman (15-17)
Raymond R. Jarvis, III	Ronnie White (18-19)
Edward O. Thomas	Wayne Ayer *(19-20)
Theo Hauck	Faith Coleman (15-21)
Marie Doughty	
James Taylor	
K. Bennett Bozman	
Wilson Duncan	
Connie Quillin	
Lela Hopson	
Dorothy Holzworth	
Doris Jarvis	
Eugene Birckett	
Eric Rauch	
Oliver Waters, Sr.	
Floyd F. Bassett, Jr.	
Warner Wilson	
Mance McCall	
Louise Matthews	
Geraldine Thweat (92-98)	
Darryl Hagy (95-98)	
Richard Bunting (96-99)	
John E. Bloxom (98-00)	
Katie Briddell (87-90, 93-00)	
Thomas J. Wall, Sr. (95-01)	
Mike Pennington (98-01)	
Desire Becketts (98-01)	
Naomi Washington (01-02)	
Lehman Tomlin, Jr. (01-02)	

* = Appointed to fill an unexpired term

Updated: November 16, 2021
Printed: January 20, 2022

**WATER AND SEWER ADVISORY COUNCIL
OCEAN PINES SERVICE AREA**

Reference: County Commissioners' Resolution of November 19, 1993

Appointed by: County Commissioners

Function: Advisory
Advise Commissioners on water and sewer needs of the Service Area; review amendments to Water and Sewer Plan; make recommendations on policies and procedures; review and recommend charges and fees; review annual budget for the service area.

Number/Term: 5/4-year terms
Terms Expire December 31

Compensation: \$100.00/ Meeting

Meetings: Monthly

Special Provisions: Must be residents of Ocean Pines Service Area

Staff Support: Department of Public Works - Water and Wastewater Division
Chris Clasing- (410-641-5251)

Current Members:

<u>Name</u>	<u>Resides</u>	<u>Years of Term(s)</u>	
Gregory R. Sauter, P.E.	Ocean Pines	17-21	Term Ended and Resigned
James Spicknall	Ocean Pines	07-10-14-18, 18-22	
Bob Poremski	Ocean Pines	*17-19, 19-23	Deceased
Frederick Stiehl	Ocean Pines	*06-08-12-16-20, 20-24	
John F. (Jack) Collins, Jr.	Ocean Pines	*18-21, 21-25	

Prior Members: (Since 1993)

- Andrew Bosco (93-95)
- Richard Brady (96-96, 03-04)
- Michael Robbins (93-99)
- Alfred Lotz (93-03)
- Ernest Armstrong (93-04)
- Jack Reed (93-06)
- Fred Henderson (04-06)
- E. A. "Bud" Rogner (96-07)
- David Walter (06-07)
- Darwin "Dart" Way, Jr. (99-08)
- Aris Spengos (04-14)
- Gail Blazer (07-17)
- Mike Hegarty (08-17)
- Michael Reilly (14-18)

* = Appointed to fill an unexpired term

**WATER AND SEWER ADVISORY COUNCIL
MYSTIC HARBOUR SERVICE AREA**

Reference: County Commissioners' Resolutions of 11/19/93 and 2/1/05

Appointed by: County Commissioners

Function: Advisory
Advise Commissioners on water and sewer needs of the Service Area; review amendments to Water and Sewer Plan; make recommendations on policies and procedures; review and recommend charges and fees; review annual budget for the service area.

Number/Term: 7/4-year terms
Terms Expire December 31

Compensation: \$100.00/meeting

Meetings: Monthly or As-Needed

Special Provisions: Must be residents of Mystic Harbour Service Area

Staff Support: Department of Public Works - Water and Wastewater Division
Chris Clasing - (410-641-5251)

Current Members:

<u>Member's Name</u>	<u>Resides</u>	<u>Years of Term(s)</u>	
Martin Kwesko	Mystic Harbour	13-17, 17-21	Term Ended
Richard Jendrek ^C	Bay Vista I	05-10-14-18, 18-22	Deceased
Matthew Kraeuter	Ocean Reef	19-22	
Joseph Weitzell ^C	Mystic Harbour	05-11-15-19, 19-23	
Bruce Burns	Deer Point	19-23	Deceased
David Dypsky	Teal Marsh Center	*10-12-16, 16-20, 20-24	
Stan Cygam	Whispering Woods	*18-20, 20-24	

Prior Members: (Since 2005)

John Pinnero^C (05-06) Carol Ann Beres (14-18)
 Brandon Phillips^C (05-06) Bob Hunt (*06-19)
 William Bradshaw^C (05-08)
 Buddy Jones (06-08)
 Lee Trice^C (05-10)
 W. Charles Friesen^C (05-13)
 Alma Seidel (08-14)
 Gerri Moler (08-16)
 Mary Martinez (16-18)

^C = Charter member - Initial Terms Staggered in 2005
 * = Appointed to fill an unexpired term

**WATER AND SEWER ADVISORY COUNCIL
WEST OCEAN CITY SERVICE AREA**

Reference: County Commissioners' Resolution of November 19, 1993

Appointed by: County Commissioners

Function: Advisory
Advise Commissioners on water and sewer needs of the Service Area; review amendments to Water and Sewer Plan; make recommendations on policies and procedures; review and recommend charges and fees; review annual budget for the service area.

Number/Term: 5/4-year terms
Terms Expire December 31

Compensation: \$100.00/Meeting

Meetings: Monthly

Special Provisions: Must be residents/ratepayers of West Ocean City Service Area

Staff Support: Department of Public Works - Water and Wastewater Division
Chris Clasing - (410-641-5251)

Current Members:

<u>Member's Name</u>	<u>Resides/Ratepayer of</u>	<u>Terms (Years)</u>
Todd Ferrante	West Ocean City	13-17, 17-21
Keith Swanton	West Ocean City	13-17, 17-21
Deborah Maphis	West Ocean City	95-99-03-07-11-15-19, 19-23
Gail Fowler	West Ocean City	99-03-07-11-15-19,19-23
Blake Haley	West Ocean City	*19-20, 20-24

Terms Ended

Prior Members: (Since 1993)

- Eleanor Kelly^c (93-96)
 - John Mick^c (93-95)
 - Frank Gunion^c (93-96)
 - Carolyn Cummins (95-99)
 - Roger Horth (96-04)
 - Whaley Brittingham^c (93-13)
 - Ralph Giove^c (93-14)
 - Chris Smack (04-14)
- Andrew Delcorro (*14-19)

* = Appointed to fill an unexpired term
c = Charter member

COMMISSION FOR WOMEN

Reference: Public Local Law CG 6-101

Appointed by: County Commissioners

Function: Advisory

Number/Term: 11/3-year terms; Terms Expire December 31

Compensation: None

Meetings: At least monthly (3rd Tuesday at 5:30 PM - alternating between Berlin and Snow Hill)

Special Provisions: 7 district members, one from each Commissioner District
 4 At-large members, nominations from women's organizations & citizens
 4 Ex-Officio members, one each from the following departments: Social Services, Health & Mental Hygiene, Board of Education, Public Safety
 No member shall serve more than six consecutive years

Contact: Tamara White and Coleen Colson, Co-Chair
 Worcester County Commission for Women - P.O. Box 1712, Berlin, MD 21811

Current Members:

<u>Member's Name</u>	<u>Nominated By</u>	<u>Resides</u>	<u>Years of Term(s)</u>
Elizabeth Rodier	D-3, Church	Bishopville	18-21
Mary E. (Liz) Mumford	At-Large	W. Ocean City	*16, 16-19, 19-22
Coleen Colson	Dept of Social Services		19-22
Hope Carmean	D-4, Elder	Snow Hill	*15-16-19, 19-22
Windy Phillips	Board of Education		19-22
Tamara White	D-1, Nordstrom	Pocomoke City	17-20, 20-23
Kris Heiser	Public Safety – State Attorney Office		21-24
Susan Childs	D-6, Bunting	Berlin	21-24
Terri Shockley	At-Large	Snow Hill	17-20, 20-23
Laura Morrison	At-Large	Pocomoke	*19-20, 20-23
Kelly O'Keane	Health Department		17-20, 20-23
Vanessa Alban	D-5, Bertino	Ocean Pines	17-20, 20-23
Dr. Darlene Jackson- Bowen	D-2, Purnell	Pocomoke	*19-21, 21-24
Kimberly List	D-7, Mitrecic	Ocean City	18- 21, 21-24
Gwendolyn Lehman	At-Large	OP, Berlin	*19-21, 21-24

Term Ended Resigned

Prior Members: Since 1995

- | | | |
|---|-------------------------------------|------------------------------|
| Ellen Pilchard ^c (95-97) | Patricia Ilczuk-Lavanceau (98-99) | Catherine W. Stevens (02-04) |
| Helen Henson ^c (95-97) | Lil Wilkinson (00-01) | Hattie Beckwith (00-04) |
| Barbara Beaubien ^c (95-97) | Diana Purnell ^c (95-01) | Mary Ann Bennett (98-04) |
| Sandy Wilkinson ^c (95-97) | Colleen McGuire (99-01) | Rita Vaeth (03-04) |
| Helen Fisher ^c (95-98) | Wendy Boggs McGill (00-02) | Sharyn O'Hare (97-04) |
| Bernard Bond ^c (95-98) | Lynne Boyd (98-01) | Patricia Layman (04-05) |
| Jo Campbell ^c (95-98) | Barbara Trader ^c (95-02) | Mary M. Walker (03-05) |
| Karen Holck ^c (95-98) | Heather Cook (01-02) | Norma Polk Miles (03-05) |
| Judy Boggs ^c (95-98) | Vyoletus Ayres (98-03) | Roseann Bridgman (03-06) |
| Mary Elizabeth Fears ^c (95-98) | Terri Taylor (01-03) | Sharon Landis (03-06) |
| Pamela McCabe ^c (95-98) | Christine Selzer (03) | |
| Teresa Hammerbacher ^c (95-98) | Linda C. Busick (00-03) | |
| Bonnie Platter (98-00) | Gloria Bassich (98-03) | |
| Marie Velong ^c (95-99) | Carolyn Porter (01-04) | |
| Carole P. Voss (98-00) | Martha Pusey (97-03) | |
| Martha Bennett (97-00) | Teole Brittingham (97-04) | |

* = Appointed to fill an unexpired term

^c = Charter member

Prior Members: Since 1995 (continued)

Dr. Mary Dale Craig (02-06) Michelle Bankert *(14-18)
Dee Shorts (04-07) Nancy Fortney (12-18)
Ellen Payne (01-07) Cristi Graham (17-18)
Mary Beth Quillen (05-08) Alice Jean Ennis (14-17)
Marge SeBour (06-08) Lauren Mathias Williams *(16-18)
Meg Gerety (04-07) Teola Brittingham *(16-18)
Linda Dearing (02-08) Jeannine Jerscheid *(18-19)
Angela Hayes (08) Shannon Chapman (*17-19)
Susan Schwarten (04-08) Julie Phillips (13-19)
Marilyn James (06-08) Bess Cropper (15-19)
Merilee Horvat (06-09) Kelly Riwniak *(19-20)
Jody Falter (06-09)
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)

* = Appointed to fill an unexpired term

c = Charter member

Board Interests

Karen M. Hammer

From: Thomas Babcock <tbabcock0001@gmail.com>
Sent: Thursday, January 20, 2022 1:55 PM
To: Karen M. Hammer
Subject: *EXTERNAL*:Board positions

CAUTION: This email originated from an external email domain which carries the additional risk that it may be a phishing email and/or contain malware.

Mrs. Hammer-

Thank you for taking the time to discuss with me today the openings for board positions.

I love Worcester County and would like to help out any way I can.

I currently sit on the Agriculture board and the Zoning appeals Board.

I am interested in the Recreation Board. I volunteered for Berlin youth sports in many positions. Berlin Little league President 2 years, Vice President two years, Umpire in Chief 2 years, youth coach for several years. Both of my two sons are involved in Sports at SDHS in wrestling and in Golf.

If i can be of any service to the County please let me know.

br,
Thom Babcock
7554 davis Road
Whaleyville, Md. 21872

DAVID C. TANNER

Innovative, bottom line oriented H.R. experience across a broad range of industries. Expertise in the design, development and implementation of policies and programs that enhance the global organizational effectiveness of the company. Demonstrated strength in visionary leadership to facilitate change management.

Mountaire, Selbyville, DE
Director, Human Resources**1998 - 2004**

Accountable for providing HR management to one union and three non-union sites encompassing over 1,900 employees.

Managed an acquisition of a second 1,500 employee complex and was responsible for HR management during the transitional year.

- Accomplished dramatic reductions in turnover and absenteeism to levels 33% below the industry average.

Staffed complex with quality hires in a county with 3% unemployment.

- Accountable for safety and medical programs that achieved over six million man hours without a lost time accident.

Directed Training and Development Programs to support the rapid growth of the Company resulting in the right people being in place at the right time with the right competencies.

Spearheaded multiple community and public affairs programs.

Managed and revised compensation systems to ensure talent was attracted and retained.

J. M. Huber, Havre de Grace, MD.**1995-1997**

Chemicals Division

Vice President, Human Resources

Directed the Division's global Human Resources function. Reported to Division President.

- Managed review of organizational competencies and gap analysis, redesigned organizational structure, and recruited and relocated ten senior management staff to build executive strength.
- Spearheaded program for sector on internalizing the vision, mission and principles of the Company, resulting in organizational alignment.
- Designed and implemented expatriate package to successfully facilitate international expansion.
- Successfully managed two critical public relations issues, with no significant adverse publicity.
- Implemented a redesigned leadership development program resulting in greater development of staff and viable succession planning.

DAVID C. TANNER

Page Two

ITEM 16

American Cyanamid, Princeton, NJ
Agricultural Research Division
Director, Employee Relations

1987-1995

Managed all aspects of Human Resources in a high tech environment. Reported to Division President. Emphasis was placed on acquisitions, organizational development, training, salary administration and public affairs. Personnel responsibility extended to cover 1200 employees worldwide. Direct budget accountability was in excess of 3.0 million dollars. There were 15 direct/indirect staff reports. Developed and implemented short and long range division wide Human Resource strategies, goals and policies, to support and enhance continued divisional growth.

- Developed a strong diversity program that was recognized as best in class in the Company and contributed to diversity of thought.
- Gained significant improvement in organizational effectiveness as measured by results and employee attitude surveys.
- Enhanced HR management value to the organization through outsourcing and innovative cost reductions.
- Served on the steering team for a major international acquisition and successfully managed integration and HR issues for a positive cultural climate.
- Developed and implemented plan to move hourly workforce to salaried status with excellent results.
- Implemented new salary administration program resulting in greater acceptance of the compensation program.
- Enhanced credibility and value of HR function through teamwork with senior management at divisional and corporate locations.

Cyanamid Canada Inc., Niagara Falls, Ontario
Personnel Manager

1985-1987

Provided personnel management to diverse chemical plants, research facilities and farm supply centers encompassing 700 employees. Personnel responsibilities included all sub-functional areas with the addition of office services and communications departments.

- Established sound union relations culminating with a "no-increase" contract being ratified by 78% of the membership.
- Managed downsizing and closure of some plants resulting in a workforce reduction of 195 employees, with no adverse legal, employee relations or community backlash.
- Reduced costs through lean manpower management and organizational restructuring.

EDUCATION

BA, Sociology, Bishop's University, Quebec

Participated in numerous management development and training courses including Leadership at the Peak, Center for Creative Leadership.

CIVIC AND PROFESSIONAL AFFILIATIONS

SHRM, American Society for Training and Development, Delaware Workforce Investment Board

Rebecca Colt-Ferguson, DNP, RN

7 Carriage Lane

Ocean Pines, Maryland 21811

410-446-1816

rcoltferguson@gmail.com

January 17, 2022

To Whom it may concern,

I am a recently retired nurse educated at the doctoral level (UMDSON '11). As of July 2021, I am a new eastern shore full-time Ocean Pines resident. I did enjoy a 41-year career serving in many practice areas. My public/community health specialty area with a clinical specialty practice in school health, care coordination, and a graduate teaching (Stevenson University, School of Graduate Studies) is supportive of a service career.

My attached documentation conveys my ability to 1) contribute to organizational outcomes according to mission and vision, 2) view problems from many different perspectives, 3) perceive novel solutions, 4) develop approaches which meet goals with enhanced effectiveness and efficiency, 5) improve communication and collaboration across disciplines and between stakeholders, 6) design, plan, implement, and evaluate projects and programs, and 7) mentor and precept students of nursing.

I hope to personally contribute to my community by sharing my professional knowledge and widen my personal interests including sustainability and community wellness. In an effort to continue to serve as a contributing constituent, I seek to become a committee member for Worcester County 5th district Ocean Pines WASC. I am happy to serve on the social services committee.

In advance, thank you for your consideration.

Becky

Rebecca Colt-Ferguson DNP, RN

Curriculum Vitae

Rebecca L. Colt-Ferguson, DNP, RN
 410-446-1816
rcoltferguson@gmail.com

Education

RN: Union Memorial Hospital School of Nursing, Baltimore, Maryland. May 1980
BSN: University of Maryland School of Nursing Baltimore County, Baltimore, Maryland. May 1984
MS: University of Maryland School of Nursing Baltimore, Baltimore, Maryland. May 2000
DNP: University of Maryland School of Nursing Baltimore, Baltimore, Maryland. May 2011

Licenses and Certifications

Certified School Nurse: National Board for Certification of School Nurses. 2006-2016
Registered Nurse: Maryland Board of Nursing. License No. R072389
CPR: 1994-Present

Professional and Academic Experience

- Medical-surgical Staff Nurse, Mercy Medical Center, Baltimore, Maryland. June 1980 - July 1981
Member Patient Education Committee
- Intensive Care and Intensive Cardiac Care Staff Nurse, St. Joseph Medical Center, Baltimore, Maryland. July 1981 - September 1987. Guest Lecturer Cardiac Intensive Care Course
- Renal Staff Nurse, Renal Treatment Centers, Baltimore, Maryland. September 1987 - July 1992
- Charge Nurse, Education Coordinator.
- School Nurse, Baltimore County Public Schools, Baltimore, Maryland. August 1994 - 2021
- Clinical Instructor, Johns Hopkins University School of Nursing, Baltimore, Maryland. June 2004 - June 2008
- Three undergraduate courses: Health Assessment, Foundations of Clinical Practice and Adult Nursing
- Graduate Assistant, University of Maryland School of Nursing, Baltimore, Maryland. July 2008 - July 2009
Nursing Care of Infants and Children - Doctoral student, sabbatical Baltimore County Public Schools
- Adjunct Professor, Stevenson University Graduate School of Professional Studies, School of Nursing and Health Sciences. Owings Mills, Maryland. October 2016 - present. Courses: Communication and Conflict, Vulnerable Populations, themes - population management, care coordination.

Technical and Specialized Skills

Microsoft Word, Microsoft Excel, Blackboard, Voice Thread

Honors and Awards

- Member, Sigma Theta Tau, Pi Chapter, 1984
- Community Action Grant, Baltimore County Bureau of Substance Abuse, Pine Grove Middle School, Baltimore, Maryland. 2001
- Faculty Wellness Grant, Kaiser Permanente/TABCO, SY 2016-2017

Practice Outcomes and Creative Efforts

- Colt-Ferguson, R. (2000). *Keeping Your Child in School*. [Brochure]
- Creator, American Cancer Society Memorial Garden of Hope, Pine Grove Middle School, Baltimore, Maryland. 2001
- Colt-Ferguson, R. et al. (2001). *Helping Your Child Be Successful in School*. [Brochure]
- Member, Baltimore County Public School Exposure Control Plan Committee. 2002
- Member, Positive Behavior Implementation System Committee, Pine Grove Middle School, Baltimore, Maryland. 2007-2008
- Co-Coordinator, Tools for Schools Indoor Air Quality Program, Pine Grove Middle School, Baltimore, Maryland. 2004-2008; Pot Spring Elementary School, Timonium, Maryland 2010 - Present
- Testimony for the Clean Indoor Air Act SB91. *The Maryland Nurse*. May, June, July 2007
- Pot Spring Elementary School, *Alliance for a Healthier Generation*, Bronze Level Recognition, October 2014
- Pot Spring Elementary School, *Let's Move*, National Recognition, October 2014
- Colt-Ferguson, R. Dobski, A. (2014). *The Green light to go to School: Building the habits of good attendance*. [Brochure]
- Colt-Ferguson, R., Taylor, T. (2014). *Asthma: An informative guide to assist parents and their children with managing asthma*. [Brochure]
- Colt-Ferguson, R., Lack, S. (2014). *Pediatric Asthma in the School Setting: An Educational Project*. Community Health Research Project mentorship.
- Pot Spring Elementary School, *Baltimore County Health Coalition*, recognition for creating a healthier school community, March 2015
- Girl Scouts of America, Questionnaire supporting The Green Healthy Homes Initiative to promote asthma management, SY 2017 – 2018

Scholarship

- Speaker, the Maryland Interdisciplinary Conference on Attention Deficit Disorder. 2000
- Colt-Ferguson, R. and Jordan, J. (2002). *Advocacy for a Vulnerable Population*. Poster Presentation, SREB Evidence Based Practice: Collaborative Strategies for School Nurses and School Educators. 2002
- Speaker, *Allergy Awareness Action Plan: The Role of the School Nurse*. The Food Allergy Awareness Network. 2006
- Speaker, *School Allergy Action Plans for the School Age Child*. The Food Allergy Awareness Network. 2008.
- Colt-Ferguson, R. (2008). *Positive School-Based Behavior Management*. Poster Presentation, the National Association of School Nurses 40th Annual Convention, Albuquerque, New Mexico. 2008
- Speaker, *School Nurses as Transformers*. Maryland Nurses Association Annual Conference, Linthicum, Maryland. 2008
- Colt-Ferguson, R. (2010). *The Development of a pre-screening public health insurance eligibility assessment tool for school nurses*. Poster Presentation, the National Association of School Nurses 43rd Annual Convention, Washington, D.C.

Professional and Volunteer Activities

- President, Baltimore County School Nurses Association. 2003
- Treasurer, Baltimore County School Nurses Association. 2004
- Legislative and Policy Committee Chair, the Maryland Association of School Health Nurses. 2006-2008
- Affiliate Member, Maryland Nurses Association Legislative Committee. 2006-2008
- Co-Chair, Maryland Nurses Association Legislative Committee. 2008- 2010
- Managing Chair, Maryland Nurses Association Legislative Committee, 2010 – 2012
- Coordinator, Health Educators Linking Parents and Students (HELPS) School Nurse Coalition, 2013 - present
- Preceptor, students of nursing for Baltimore County Public Schools. 2011 – present.
- Nurse Advocate: Promoting school nurse practice, Translating Best Practice for asthma management, Cockeysville health Fair, 2018, 2019 pending.
- Member, Ocean Pines Strategic Committee

Research Interests

- Vulnerable Populations:
 - The School Nurse's role in MCHP Enrollment
 - Population based care-coordination in community health
- Creating School Health –Community partnerships advancing student success
- Integrative health management
- Sustainability

Affiliations and Memberships

- National Association of School Nurses and Maryland chapter 1994 - 2021
- American Nurses Association and Maryland chapter, 2008 - 2012
- University of Maryland School of Nursing-Baltimore, Students United for Policy, Education, Research (SUPER) , 2008-2009

Additional Education Credits

- North Georgia College and State University, Dahlonega, Georgia.
 - *IDEA: From Identification to Implementation.* 3 Graduate Credits. 2006
 - *Group Dynamics.* 3 Graduate Credits. 2008
 - *School Personnel.* 3 Graduate Credits. 2008
- Baltimore County Public Schools, Baltimore, Maryland.
 - *Tips and Techniques for Staff Who Work With Students with Special Needs.* 2 Baltimore County Public School Credits. 2004
 - *The Socio-Emotional Concerns of the Gifted Learner.* 3 Maryland State Department of Education Credits. 2005
 - *Behavioral Management.* 3 Maryland State Department of Education Credits. 2006

Professional and Personal References

Ms. Jane Martin, Principal
Pot Spring Elementary School
2410 Springlake Drive
Timonium, Maryland 21093
410-887-7648
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10 Springhill Farm court
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Cockeysville, Md 21030
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Elsie Davis
8223 Rider Avenue
Towson, Maryland 21204
410-698-5209
elsie.davis12@gmail.com

Bernie McGorry
Adjunct Professor
Salisbury University
443-235-4611
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**DANIEL J.
PACKEY,
PH.D.**

PROFESSOR (Retired)

CONTACT

PHONE:
443-513-1969

EMAIL:
djpackey7@gmail.com

Karen Hammer
Administrative Staff
Worcester County Commissioners
1 W. Market Str. Room 1103
Snow Hill, MD 21863

Dear Ms. Hammer,

This is a letter of interest for a position on the Local Development Council for Ocean Downs Casino. I am a retired University Professor. I have been around a fair bit and learned a thing or two. I ran a \$3.7 million University Department for 10 years. My wife, Patte has suggested that I "should put some of it to good use and give back to the community". She is usually right and so I looked around and I thought that I could be useful working for local economic development. I have a Ph.D. in economics and I have been published on regional economic multipliers and economic impacts. I think that the Ocean Downs Casino revenues could provide a significant local developmental impact driver if used efficiently and equitably. I would like to help in that effort.

If you are willing to consider my application, I have attached my resume for your review.

Sincerely,

Dr. Daniel J. Packey, Ph.D.

(I prefer to be called Dan)

Enclosure

Daniel J. Packey, Ph.D.

9 Mill Rd.
Berlin, Maryland 21811
USA
Telephone: 443-513-1969
Email: djpackey7@gmail.com

Daniel J. Packey, Ph.D., Berlin, Maryland, USA (2019 - ongoing)

Retired

Doing what I want.

Curtin University, Bentley, Western Australia, Australia (2009 – 2019)

Professor and Head of Department

Dr. Packey was a professor and Head of Department for the Department of Mineral and Energy Economics for Curtin University. He taught postgraduate courses in mineral and energy economics for the Western Australia School of Mines. He was the Director for the Master's in Mineral Economics, Energy Economics and developed Mineral Economics/MBA combined degree. The only combined degree of its kind in the world. Dr. Packey was a member of MN011 Commonwealth Shadow Committee on Rare Earth Standards, on the board of the Curtin Critical Materials Initiative, an invited member of the Chamber of Minerals and Energy Infrastructure Committee, on the Board of the Oceania Branch of the International Association of Energy Economists and on the Advisory Board for the Global Rare Earth Industry Association. His research dealt with rare earths markets, hydroelectric combined cycle systems, cost effective use of mining waste, cost effective use of water in mining, nontechnical risks in the extractive industry, and the optimization of climate change mitigation and adaptation strategies.

He has taught at the Central Michigan University, University of Oregon, California State Universities of Fresno and Hayward, Colorado School of Mines (Honors Program), University of Chile and was the Head of the Department of Economics and Finance for the Gulf University for Science and Technology (GUST) in Kuwait. Dr. Packey's primary teaching experience included: applied microeconomics, natural resource economics, mineral economics, mineral policy, international resource trade, socioeconomic and regional impacts, comparative economic systems, and unconventional and renewable energy markets.

In addition, Professor Packey has private sector multinational management experience. As the Director of Market Research and Market Intelligence at the International Copper Association (ICA), he was responsible for the direction and management of evaluation for all of the ICA programs, as well as gathering marketing intelligence and assisting the ICA management. He directed the entire global research operation. ICA has 29 offices in as many countries around the world and represented over 80% of the world's copper.

Dr. Packey has worked for the Bonneville Power Administration, Portland General Electric Company, Potomac Electric Power Company, the Public Service Commission of the District of Columbia, National Renewable Energy Laboratory in the U.S.A and was a consultant for the Oakridge National Laboratory, U.S. Department of Energy and U.S. Environmental Protection Agency. Dr. Packey has taught short courses for University of Western Australia's Centre for Exploration Targeting, Thailand's EGAT, OXFAM, World Bank and the Australian Government Department of Foreign Affairs and Trade. He has established interdisciplinary and international diversified team leading, program directing and evaluation skills. He has taught and/or conducted educational seminars and executive training in the Australia, Brazil, Belgium, Chile, China, Colombia, India, Indonesia, Jamaica, Kenya, Kuwait, Mexico, Mozambique, South Africa, South Korea, Thailand, and United States of America.

When Dr. Packey started his employment at Curtin University in 2009, the Department of Mineral and Energy Economics was unranked. In 2019, when he left, The Department of Mineral and Energy Economics was ranked in the areas of Economics and Energy and Natural Resource Economics. According to EdUniversal's Best Masters Rankings 2019 – The Department of Mineral and Energy Economics was ranked fourth in Australia and fifth in Oceania for all Master Economics Programs. The program was ranked for Energy and Natural Resource Economics as well. For this category, The Department of Mineral and Energy Economics was ranked first in Australia and second in all of Oceania.

Skills Highlights:

- Ph.D. Economist.
 - Published in book form and refereed national and international journals
 - Proven abilities in economic program development and enhancement.
 - Director of the Masters of Science in Mineral and Energy Economics.
 - Extensive international experience in the private sector in both minerals and energy economics.
 - Experience in coalition building, custom course design, strategic course scheduling and new course creation.
 - Multinational and multicultural experience in international education training seminars.
 - Creator of the unique custom designed classes (e.g. Unconventional Energy and Renewable Energy Technology Economics and Kuwait Economics classes).
-

Professional Experience:

Daniel J. Packey Ph.D. Berlin Maryland, USA

(2019 – Present)

Dr. Packey is currently retired.

Curtin University of Technology; Perth Western Australia (2009-2019)
Professor – Department of Mineral and Energy Economics

Professor Packey was the Head of the Department of Mineral and Energy Economics for about 10 years. During that time, the student enrolments increased from 45 to over 200 and the program received an internationally recognized ranking of fifth in Oceania for Master's Economics Programs (not mineral and energy economics but economics in general). He taught postgraduate students in mineral and energy economics at the Curtin Graduate School of Business and Curtin University's School of Science and Engineering, Western Australia School of Mines (ranked second in the world). He was the Director for the Master's in Mineral Economics and Energy Economics and the Mineral Economics/MBA combined degree. Dr. Packey was a member of MN011 Commonwealth Shadow Committee on Rare Earth Standards, on the board of the Curtin Critical Materials Initiative, an invited member of the Chamber of Minerals and Energy's Infrastructure Committee (the oversight committee for all other committees), on the Board of the Oceania Branch of the International Association of Energy Economists and on the Advisory Board for the Global Rare Earth Industry Association. His research dealt with regional socioeconomic impacts, rare earth mineral markets, cost effective use of mining waste, renewable energy placement principles, the potential application of combined-cycle hydropower and the economic optimization of climate change mitigation and adaptation strategies. He completely redesigned the mineral and energy economics majors for the Master's in Mineral and Energy Economics. He created and taught the Unconventional Energy and Renewable Energy Technology Economics class.

Classes taught: Regional and Socioeconomic Impacts, Natural Resource Economics, Mineral and Energy Economics, Capstone, International Resource Trade, International Resource Competition, Alternative and Secondary Energy Markets, and Unconventional Energy and Renewable Energy Technology Economics.

Gulf University for Science and Technology; Kuwait City, Kuwait (2005-2008)
Associate Professor – Head of Economics and Finance Department

Dr. Packey was the Head of the Economics and Finance Department, a member of the College Council, curriculum committee, grade grievance committee, MBA program committee, a CMA instructor and chaired the Promotions Committee. He helped set up and was Head of the Economics and Finance Department for a new privately-owned university. While in Kuwait, Dr. Packey created, developed and taught a Kuwait Economy course and an International Energy Markets course. His research focused on two areas 1) consumption, imports and investments and their impacts on national growth in the Middle East and 2) the potential impact of developing tar sands resources.

Courses taught: Principles of Microeconomics, Principles of Macroeconomics, Intermediate Microeconomics, Intermediate Macroeconomics, Kuwait Economy, Market Research and Intelligence, Natural Resource Economics, Environmental Economics,

International Energy Markets, Business Statistics, Econometrics and International Comparative Economic Systems.

International Copper Association: New York, New York (2001-2003)
Director, Market Research and Market Intelligence

The International Copper Association (ICA) is an association whose members produce over 80% of the copper in the world. Dr. Packey was the Director in charge of all facets of Market Research and Market Intelligence. He was ultimately responsible for the evaluation of all of the impacts for ICA programs, as well as gathering marketing intelligence and assisting the ICA personnel with all matters involving statistical or econometric analysis. He developed the first comprehensive global, end-use copper database and was able to estimate the international impact (regionally) of the association's program funding.

- Directed all global and regional economic impact analysis.
- Responsible for contracting and budget.
- Responsible for coordinating ICA's measurement activities with other analytical corporate departments, agencies, and government bodies.
- Responsible for market research special studies and market intelligence gathering function.
- Created, developed and presented international evaluation training seminars.

Aspen Systems Corporation: Rockville, MD (1998-2001)
Principal Economist

Dr. Packey was the Manager of Analytical Services for Aspen's Energy and Technology Services division. He managed and directed the Oak Ridge, Tennessee Office.

- Introduced, developed, and actualized Oak Ridge National Laboratory's Non-Intrusive Appliance Load Monitoring Evaluation Plan.
- Managed the Analytical Services Group to award winning performance in three different, widely separate geographical locations.
- Managed U.S. Department of Energy's Low Income Weatherization Assistance Program three state studies (Georgia, California, and Texas).
- Created and developed EPA's Energy Exposure Index/Financial Metric.

Packey & Associates; Washington, DC (1996-1998)
Principal

Consulting Economist Responsible for Policy, Economic, and Environmental Analysis, including:

- Utility restructuring issues, special studies, energy efficiency, renewable energy technologies.
- U.S. DOE Hydrogen Program, Program Reviewer.

- Remote power analysis and US DOE Biomass Power Forecasts.
- Conducted international training and education seminars on renewable energy technologies and energy efficiency (Indonesia and Jamaica).
- Program Manager - Country Studies Program - International Green House Gas Mitigation Program Sponsored by US DOE.
- Clients included the National Renewable Energy Laboratory, Sandia National Laboratory, Antares Group, and the US DOE.

National Renewable Energy Laboratory; Golden, CO (1991-1996)

Sr. Utility Economist

- Represented NREL at both the US DOE Utility Sector and DSM Expert Opinions Forums.
- Conducted Seminars on Distributed Utility Analysis, PV4U Project, Economic Analysis and Non-Traditional Benefits Attributable to Renewable Energy Technologies.
- Reviewed Geothermal Production Forecasts and supported the NREL Electric Car Project.
- Produced and wrote reports on special studies and policy papers such as, Risk and Uncertainty Analysis, Non-Traditional Benefits Attributable to Renewable Energy Technologies, Market Penetration Studies, Key Stakeholder Analysis.
- Co-authored four volumes of Energy Efficiency Evaluation Guidebooks.
- Co-authored the NREL evaluation manual for renewable energy technology.

Public Service Commission of the District of Columbia, Washington, DC (1988-1991)

Senior Economist

Case Manager and Expert Witness on issues such as:

- Natural Gas: Supply Options, Gas Acquisition Procedures, End-Use Modeling, Rate Design, Sales Forecasts, Attrition, Energy Efficiency and Integrated Resource Planning Analysis.
- Electricity: Forecast Energy Sales, Price Elasticities, End-Use Modeling, Environmental Externalities, Cogeneration, Energy Efficiency, and Integrated Resource Planning Analysis.
- Critically reviewed and inspected the regulated energy utilities' econometrics forecasts, statistical studies, and data related issues.

Potomac Electric Power Company (PEPCO); Washington, DC (1986-1988)

Senior Load Forecast Analyst

Directed all aspects of the model construction and data development of PEPCO's Commercial End-Use Model.

Department of Economics, California State University; Hayward and Fresno, CA 1982-1986

Assistant Professor

Taught courses in introductory and intermediate micro/macroeconomics and economics of ecology and the environment.

U.S. Department of Energy, Bonneville Power Administration; Portland, OR (1982)

Economist

Reviewed various industrial demand for energy models as they applied to the BPA service territory.

Portland General Electric; Portland, OR (1981)

Economist

- Modified the PGE Industrial Econometrics Model.
- Developed Industrial End-Use Models. These models addressed the following industries:
 - Pulp and Paper
 - Primary Metals
 - Chemical and
 - Food

Education:

Ph.D., Economics, University of Oregon, Eugene, OR. 1985

Dissertation topic: The Industrial Demand for Energy in the Pacific Northwest: A Dynamic Capital Adjustment Approach.

M.S., Economics, University of Oregon, Eugene, OR. 1982

B.S., Economics, Central Michigan University, Mt. Pleasant, MI. 1976

B.S., B.A., Business, Central Michigan University, Mt. Pleasant, MI. 1976

Professional Honors:

Who's Who in Science and Engineering

Who's Who in the Environment

Aspen System Corporation's Special Recognition Award (Weatherization Assistance Program)

The National Renewable Energy Laboratory Analytical Studies Division Director's Award (Significant External Publications)

The National Renewable Energy Laboratory Staff Council President 1994 - 1996

Reviewer for the Energy Journal,