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Minutes of the County Commissioners of Worcester County, Maryland

February 4, 2020

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

Following a motion by Commissioner Nordstrom, seconded by Commissioner Bunting, the Commissioners unanimously voted to meet in closed session at 9:00 a.m. in the Commissioners' Conference Room to discuss legal and personnel matters permitted under the provisions of Section 3-305(b)(1), (7), and (10) 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 Harold L. Higgins, Assistant Chief Administrative Officer Kelly Shannahan, County Attorney Roscoe Leslie, Public Information Officer Kim Moses, Human Resources Director Stacey Norton; and Development Review and Permitting Director Ed Tudor. Topics discussed and actions taken included: hiring Russell Parker as a Landfill Operator I within the Solid Waste Division and Mark Shockley as a Roads Worker III within the Roads Division of Public Works; hiring Joseph Shenal as a Building Housing and Zoning (BHZ) Inspector I and promoting Joseph Fuchsluger from Plant Operator III within the Water and Wastewater Division of Public Works to BHZ Inspector I within Development Review and Permitting; reviewing Tourism Director applications; reviewing personnel changes in the Maintenance Division of Public Works and Emergency Services; acknowledging the hiring of Noah King as a Deputy Sheriff and Harold Decker, Jr. as a Crossing Guard within the Sheriff's Office; reviewing potential government center enhancements; receiving legal advice from counsel; and performing administrative functions, including: approving the updated Roads Division Service Record; discussing potential board appointments; receiving an FY20 monthly financial update; scheduling security updates to Commissioners' cell phones; discussing proposed State legislation affecting the Worcester County Jail; and confirming plans to attend the Taste of the Eastern Shore on February 13, 2020.

Following a motion by Commissioner Nordstrom, seconded by Commissioner Purnell, the Commissioners unanimously voted to adjourn their closed session at 9:57 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 Cynthia Bonneville of St. John's United Methodist Church in Berlin and pledge of allegiance, announced the topics discussed during the morning closed session.

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The Commissioners reviewed and approved the open and closed session minutes of their January 21, 2019 meeting as presented.

The Commissioners presented a proclamation recognizing February as Black History Month to Barbara Purnell of the Germantown School Community Heritage Foundation. Ms. Purnell stated that this year's Black History Month celebration coincides with the 100th birthday of Josephine Clark-Anderson, the Germantown School's first principal, an individual who helped shape the lives of young African Americans in the community. Ms. Purnell then invited the Commissioners to attend Ms. Clark-Anderson's birthday celebration on April 4, 2020 in Bowie, Maryland. Throughout February, the Government Center will be adorned with interpretive signs that highlight African American people and places that helped shape the County.

The Commissioners reviewed and discussed various board appointments.

Upon a nomination by the Town of Ocean City and upon a motion by Commissioner Bunting, the Commissioners unanimously agreed to appoint Hal Adkins as the representative from the Town of Ocean City to the Solid Waste Advisory Committee for the remainder of a four-year term expiring December 31, 2021 to replace Steve Brown who is retiring.

Pursuant to the request of Local Management Board Director Jessica Sexauer and upon a motion by Commissioner Bertino, the Commissioners unanimously authorized Commission President Mitrecic to sign the Community Partnership Agreement between the County, the Local Management Board (LMB), and the Governor's Office for Children for FY20 with grant funds of \$701,485 to be used beginning July 1, 2019 to support the following programs: Building Bridges to Stable Families; Worcester Education, Employment, and Empowerment (WE3); Worcester Connects, a mentoring program; and Local Care Team Coordinator.

Pursuant to the request of Ms. Sexauer and upon a motion by Commissioner Purnell, the Commissioners unanimously approved the request for proposals for Adult Mental Health Targeted Case Management Services. Ms. Sexauer advised that all services will be funded through Maryland Department of Health (MDH) Administrative Services Organization (ASO) for Maryland's Public Behavioral Health System.

Assistant Finance Officer Jennifer Swanton updated the Commissioners on the reimbursement of local income taxes to the State as a result of the ruling on the Wynne Case, which began almost 15 years ago and centered on the failure of the Comptroller of Maryland to provide a full credit for local income taxes paid to other states. Ms. Swanton stated that the Comptroller's position has been that a credit against the state income tax for income taxes paid to another state was allowed; however, a credit against the County income tax was not. She advised that the United States Supreme Court rendered a final opinion on May 18, 2015 that upheld a prior court's ruling that Maryland's income tax procedure violated the Commerce Clause, requiring the Maryland Comptroller to pay refunds as well as interest from the Local Income Tax Reserve Account, which is the source of each county's income tax distributions. She further advised that, since the refunds were fully disbursed by the Maryland Comptroller as of December 31, 2019, each local government is now required to reimburse the account for its share of the

related expenses. A schedule from the Maryland Comptroller showing Worcester County's share of the claims by tax year indicates a total due of \$699,928. Ms. Swanton stated that the General Assembly has granted the County the option to either pay this amount in full or to have the amount deducted from the County's local income tax distributions in 20 equal installments of \$34,996.40 over the next six fiscal years. Ms. Swanton recommend taking advantage of the interest free installment option and have the 20 payments totaling \$34,966.40 each taken from the County's quarterly income tax distributions rather than making a one-time payment of \$699,928. Using this approach the most impacted years will be fiscal years 2022 -2025 with reductions in income tax distributions totaling \$139,866 (four installments) each year.

In response to a question by Commissioner Bunting, Ms. Swanton confirmed that the State has already reimbursed Worcester residents, and the County must reimburse the State for these funds. However, she noted that the larger Maryland counties may request an extension to the repayment plan, and she agreed to keep them apprised of any changes that may occur as a result of this request.

Following some discussion and upon a motion by Commissioner Bertino, the Commissioners unanimously approved staff's recommendation to take advantage of the interest free installment option and have the 20 payments totaling \$34,966.40 each taken from the County's quarterly income tax distributions rather than making a one-time payment of \$699,928.

Pursuant to the request of Environmental Programs Director Bob Mitchell and upon a motion by Commissioner Nordstrom, the Commissioners unanimously authorized Commission President Mitrecic to sign the FY20 Coastal Bays Rural Legacy Area (RLA) Grant Agreement for funding of \$250,382 for the Coastal Bays RLA. Mr. Mitchell stated that the grant funding will be used to purchase one to two conservation easements in Worcester County from willing landowners.

The Commissioners met with Environmental Programs Director Bob Mitchell to review two FY21 Rural Legacy Area (RLA) grant applications for the Dividing Creek RLA and the Coastal Bays RLA. Mr. Mitchell explained that, because the County has two RLAs, they are required to indicate which area is preferred for the funding applications, so they alternate preferences between the two areas each year. He stated that this year's application process follows that same pattern, stating a preference for the Dividing Creek RLA. He stated that the program is funded through a combination of Department of Natural Resources (DNR) Program Open Space (POS) funds and State general obligation bonds and requires no County match. These funds are used to purchase perpetual easements, which provide water quality benefits to the Coastal and Chesapeake Bays and the local watersheds. Following some discussion and upon a motion by Commissioner Nordstrom, the Commissioners unanimously authorized Commission President Mitrecic to sign both the Dividing Creek RLA and the Coastal Bays RLA grant applications, which include a combined total of \$2 million in grant requests, which represents requests of approximately \$1 million for each of the RLAs, and stating a preference for the Dividing Creek RLA in FY21.

Mr. Mitchell updated the Commissioners on the Selsey Road Shoreline Resiliency project, which includes road protection and marsh restoration. Mr. Mitchell stated that Maryland

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Community Resilience grant funds covered design and permitting for Phase I of this project to restore approximately 1,000 feet of shoreline on the north side of Selsey Road in the Cape Isle of Wight community, and staff conducted the first of two community meetings to review the proposed design and answer questions about the project. He stated that grant funding for Phase I guarantees that grant funds will also cover all costs for project construction. He noted that this project has provided the County with an excellent opportunity to build coastal storm resiliency within the Cape Isle of Wight community. Commissioner Church stated that Selsey Road is effectively under water a third of the year, and he thanked staff for their efforts to correct this situation. In response to a question by Commissioner Nordstrom, Mr. Mitchell stated that the project costs will be covered entirely by State grant funds.

Following some discussion and upon a motion by Commissioner Church, the Commissioners unanimously authorized Commission President Mitrecic to sign the Real Estate Title Services Agreement between the County Commissioners and Wright, Constable & Skeen, LLP (Title Contractor) to conduct a full 60-year title search and examination to verify ownership of the subject property for the Selsey Road project.

Pursuant to the request of Mr. Mitchell and upon a motion by Commissioner Bertino, the Commissioners unanimously authorized the County to apply for an FY21 Chesapeake and Coastal Grants Gateway grant from the Maryland Department of Natural Resources (DNR) to complete water quality improvement and flood protection through the retrofit of the existing Bainbridge Pond and improvements to outfall channels within the Ocean Pines and Refuge at Windmill Creek developments at a cost of approximately \$2.2 million. Mr. Mitchell stated that County staff has been working with the Maryland Coastal Bays Program (MCBP), Ocean Pines Association (OPA), DNR and the Maryland Department of Planning to address flooding and other corrective options within Ocean Pines. Specifically, this project will maximize water quality by treating stormwater runoff before it can enter the Shingle Landing Prong, a tributary to the Isle of Wight Bay. He stated that the work will include retrofitting the existing Bainbridge Pond and its associated outfall channels within Ocean Pines, and providing new interconnections for runoff from Bainbridge Pond and other currently untreated portions of Ocean Pines to access the pond network with the proposed Refuge at Windmill Creek (RWC) development. He advised that the proposed interconnections will redirect runoff under Beauchamp Road to be treated within the new RWC pond network prior to being discharged into the Shingle Landing Prong. He concluded that these improvements will ensure that runoff from roughly 70 acres of untreated urban runoff and an additional 20 acres of impervious areas will be treated by MDE approved technologies and will achieve total maximum daily load (TMDL) nutrient reductions. He stated that this project will require no County funding.

Commissioner Bertino thanked all project partners for their efforts to make this project a reality. Commissioner Nordstrom stated that he would like to see the County initiate similar projects in flood-prone areas in southern Worcester. Mr. Mitchell stated that the County has identified several areas in the south end of the County and will explore funding opportunities that may become available for these projects in the future.

The Commissioners met with Ocean City Mayor Rick Meehan, Fire Chief Rich Bowers, Budget Manager Jenny Knapp, and Ocean City Manager Doug Miller to discuss a November 4,

2019 letter from Mayor Meehan to the Commissioners that explained that Ocean City taxpayers subsidized the cost of emergency medical services (EMS) to West Ocean City (WOC) by \$395,089 in calendar year 2018. The letter outlined four potential solutions to address the increased costs incurred by the Town of Ocean City for providing EMS to WOC. These options include the following: establish medical response districts throughout the County and develop a fee structure to support the costs of response to each area, separate from the County property tax bill; reimburse Ocean City for the staffing and operational costs at Station 5 in WOC on a year-round basis at a cost of \$1.2 million for salary and benefits, provide estimated funding of \$400,000 for an additional medic unit, plus additional costs to modify the station to handle 24-hour per day staffing; make a direct payment to the town on an annual basis for the deficit attributable to service to WOC (this year that payment would be \$395,089 over and above the County grants specifically for EMS service to WOC); or revise the grant amounts for both credit and non-credit runs outside of the corporate limits of Ocean City, specifically increasing the grant for credit runs outside city limits from \$760 per run to \$1,458 per run and for non-credit runs from \$190 to \$364 to cover the deficit experienced in the current fiscal year and to be revised on an annual basis to determine if they are still adequately covering response costs.

Chief Administrative Officer Harold Higgins stated that Commissioner President Joe Mitrecic, Finance Officer Phil Thompson, and he met with Mayor Meehan, City Manager Doug Miller, Ocean City Budget Officer Jenny Knapp, and the command staff of the Ocean City Fire Department earlier this month to address the town's request for increased funding to cover the growing cost of providing fire and EMS services (primarily EMS) for the WOC Service Area, but the parties were not able to reach an agreement. He noted that, in accordance with the County's current funding formula, the town will receive an additional \$144,000 for staff expenses, though Mayor Meehan has indicated that the current shortfall for services in WOC is estimated at \$550,000, and full-time staffing of Station 5 on Keyser Point Road in WOC would cost the town \$1.6 million annually. Mr. Higgins concluded that, given the Countywide impact of the EMS funding issue, the Commissioners should discuss this matter with the fire chiefs at the annual dinner meeting and during FY21 budget deliberations.

Mayor Meehan addressed the Commissioners and reviewed the cost of providing EMS to WOC, noting that the total revenue collected by the town for EMS rendered to WOC were not sufficient to balance out expenses. For example, in calendar year 2018, Ocean City paramedic units responded to 828 WOC calls for service at a cost of \$1,049,191, which represents 13.35% of EMS expenses that year. Revenue collected from WOC patients totaled \$200,382, while County grant revenues totaled \$453,720 for the 520 credit runs and the 308 non-transports, leaving a deficit of \$395,089 for Ocean City taxpayers to absorb, and he respectfully requested the County reimburse this amount to the town. Furthermore, to address the increasing EMS demand in WOC, the town established Paramedic Unit 7, and 40% of the calls handled by this new unit were for service in WOC. Mayor Meehan concluded that the provision of EMS is essential to the health, safety, and welfare of County residents and visitors, but a permanent funding source must be identified if the town is to continue to provide these services to WOC.

Chief Bowers stated that the town completed a risk analysis in June, which identified that the calls for EMS service from the WOC area have increased, and this increase is impacting the town's resources. He stated that the worst case scenario is that the demand for EMS services in WOC will leave the town without the resources needed to respond to emergencies within the

corporate limits of Ocean City, and at times the resort has, literally, been one call away from such a disaster. He stated that steps need to be taken to keep this from happening, and he applauded the Mayor and City Council for recognizing and addressing the need for additional EMS personnel. He concluded by asking the County to assist the town in covering these additional expenses.

Commissioner Bunting advised that he is open to considering the four potential solutions, specifically developing EMS response districts; however, he could not make a decision today. In response to questions by Commissioner Elder, Ms. Knapp concurred that increasing the reimbursement for credit runs to \$1,458 and non-transport to \$354 would generate the financing the town needs to cover the cost of providing EMS services to WOC.

Commissioner Bertino recognized that funding disparities are not fair, but that this is not an issue exclusive to Ocean City. Rather it is an issue that counties across the State are trying to address and suggested that this issue needs to be addressed holistically by looking at the needs of all County EMS providers rather than piecemeal. He stated that the Commissioners need more information and a plan moving forward. In response to comments by Commissioner Bertino, Mayor Meehan stated that town officials do not expect an answer today, but that they would need one soon to develop the FY21 Ocean City operating budget and grant requests to the County.

Commissioner Mitrecic suggested the Commissioners meet with the fire chiefs from all 10 fire districts in the County and then schedule a work session to consider funding options to resolve this issue.

Following much discussion, the Commissioners agreed to inform Mayor Meehan of their decision after they meet with the fire chiefs to consider the needs of all County EMS providers, and after they conduct their work session yet prior to the finalization of the FY21 Ocean City operating budget. Mayor Meehan thanked the Commissioners for meeting with town officials and for considering their request.

Environmental Programs Director Bob Mitchell presented the Commissioners with the draft Coastal Bays Watershed Plan - Assawoman Bay Subwatershed Plan for their review ahead of a future meeting in which the plan will be discussed in detail. Mr. Mitchell stated that the plan was developed by the County and its contractor, the Center for Watershed Protection, in cooperation with watershed partners Maryland Coastal Bays Program (MCBP), the towns of Berlin and Ocean City, Maryland Department of Agriculture (MDA), Soil Conservation District, National Park Service, and others who worked to assemble baseline data and the installation and implementation of best management practices (BMPs) since 2004. Mr. Mitchell stated that this has been an exhaustive process to locate, verify, and track BMPs to establish a baseline as the path to watershed restoration, which he likened to a pollution diet. He advised that the original grant funding and supplemental, pass-through funding from the MCBP were to be used to prepare a baseline for all the Coastal Bays subwatersheds and proceed with a specific plan for one or more of these subwatersheds, of which Assawoman Bay is the first to be completed. He stated that both the Maryland Department of the Environment (MDE) and the United States Environmental Protection Agency (EPA) have approved this specific plan as meeting the required elements, which entitles the County and its partners to apply for Section 319 funding opportunities to undertake restoration and nutrient reduction projects within the watershed.

The Commissioners met with Sewer Committee representative Mr. Mitchell to discuss staff's recommendations regarding a request from Mark Cropper, attorney for Steven Hershey, to install a temporary sewer connection from a property located at 11831 Gum Point Road in Berlin and more specifically identified on Tax Map 21 as Parcel 75 to the Ocean Pines Sanitary Service Area (SSA) via Baypoint Plantation rather than by way of the approved route down Gum Point Road, so that Mr. Hershey may redevelop his property. The Hershey property, which consists of a single-family dwelling and seasonal cottages, is currently served by an onsite septic system. Redevelopment of the property would include demolishing the existing house and cottages and replacing them with two houses; however, to do so, the property must receive sewer service from the Ocean Pines Wastewater Treatment Plant (WWTP) since the septic system is insufficient for the expanded use. Chief Administrative Officer Harold Higgins stated that Mr. Hershey is requesting a temporary connection that would require horizontal boring under tidal wetlands as well as an amendment to the Water and Sewerage Plan to which the Sewer Committee is opposed.

Mr. Mitchell reviewed the request, which would involve installing a small-diameter, low-pressure pipe along with a grinder pump and the purchase of equivalent dwelling units to serve the property. However, this property is located in the Greater Ocean Pines Service Area (GOPSA) for which sewer service is planned along Gum Point Road, rather than by way of the alternate connection proposed by Mr. Hershey. Mr. Mitchell stated that a previous estimate to extend the sewer line down Gum Point Road was \$2.4 million including all construction costs, EDU purchase and hook-up fees, which was deemed unaffordable for the homeowners on Gum Point Road who do not qualify for State grant funds since they are not located in a priority funding area (PFA). Mr. Mitchell noted, however, that some of the properties in the area have been able to connect to the Ocean Pines SSA at their own expense through connection to the force main installed by the Ocean Downs facility. He stated that Mr. Hershey could do the same by extending service along Gum Point Road to his property, in accordance with the County Water and Sewerage Plan.

In response to questions by Commissioner Bunting, Mr. Mitchell stated that the County would realize environmental benefits by removing 124 septic systems in this area if public sewer was installed, as each property adds 25 pounds of nitrogen to Turville Creek annually. Commissioner Bunting stated that the County needs to concentrate on connecting these properties to sewer and abandoning the existing septic systems.

In response to a question by Commissioner Mitrecic, John Salm of Salm Engineering advised that it would cost about \$50,000 for Mr. Hershey to run the proposed temporary 700-foot sewer line to Baypoint Plantation and an additional \$10,000 for a grinder pump. He stated that it would cost four times that amount for Mr. Hershey to run the sewer line along Gum Point Road.

In response to additional questions by Commissioner Mitrecic, Public Works Deputy Director John Ross advised that a ballpark estimate of the cost to run the sewer line down Gum Point Road is approximately \$200,000. Commissioner Mitrecic stated that it would be advantageous to the County to ask Mr. Hershey to contribute \$50,000 to the cost of running the sewer line down Gum Point Road, which would also enable roughly 60 properties to be removed from septic. The additional cost for the County to run the line could then be reimbursed by the benefitting property owners when they hook up to the sewer. Mr. Ross clarified that homeowners will also need to purchase EDUs, a grinder pump, and incur other costs to hook up. Mr. Cropper

stated that his client is willing to contribute \$50,000 to the cost of installing a permanent sewer line down Gum Point Road, provided the project moves forward expediently.

Following much discussion and upon a motion by Commissioner Nordstrom, the Commissioners unanimously agreed to table the matter until their next meeting on February 18, 2020, with the Sewer Committee to provide a plan and cost estimates associated with running an appropriately-sized sewer line down Gum Point Road to serve Mr. Hershey's property and the other properties along the road.

Pursuant to the request of Public Works Director John Tustin and upon a motion by Commissioner Purnell, the Commissioners unanimously approved the updated contract from E.A. Engineering, Science, and Technology, Inc. of Hunt Valley, Maryland for groundwater monitoring and analytical services at the three closed landfill facilities in Berlin, Pocomoke, and Snow Hill at a total two-year cost of \$85,040.89 through December 31, 2021, with the possibility of three additional two-year extensions thereafter in accordance with the original contract dated February 2, 2016. The Commissioner further authorized future two-year contracts for monitoring to be approved administratively by the Chief Administrative Officer, as long as the contract does not change substantially.

In response to a question by Commissioner Mitrecic, Mr. Tustin stated that E.A. Engineering will continue to be the sole provider of monitoring and analytical services at these closed landfills until monitoring is no longer required, noting that the requirement to monitor the closed Berlin landfill will end in 2023.

Pursuant to the recommendation of Development Review and Permitting (DRP) Director Ed Tudor and upon a motion by Commissioner Bertino, the Commissioners unanimously adopted the Commissioners' Findings of Fact and Zoning Reclassification Resolution 20-01 for Rezoning Case No. 422 to rezone approximately 18.65 acres of land located on the south side of U.S. Rt. 50 and north side of Old Ocean City Boulevard (MD Rt. 346) west of Main Street (MD Rt. 818) near Berlin, and more specifically identified on Tax Map 20 as Parcels 47 and 318, from A-1 Agricultural to C-2 General Commercial Zoning District, as conceptually approved following the public hearing at their meeting of January 21, 2020.

Pursuant to the request of Mr. Tudor and upon a motion by Commissioner Bunting, the Commissioners unanimously authorized 2020 Census outreach decals to be prominently displayed on County vehicles. In response to a question by Commissioner Bunting, Mr. Tudor advised that all costs will be covered by State grant funds.

In follow up to a directive from the Commissioners at their meeting on January 21, 2020, Information Technology Director Brian Jones provided recommendations for the next steps for the County to take to facilitate the extension of broadband to the unserved areas of the County. Mr. Jones reviewed four recommendations as follows: undertake an effort to better understand Bloosurf's coverage and capacity in the County in response to frequent reports from residents that there are ongoing challenges with Bloosurf's coverage, and substantial parts of the County where service is not available, even though federal broadband coverage maps suggest that the entire County is served by Bloosurf; undertake a request for information (RFI) to identify one or more

private partners, perhaps Choptank Electric Cooperative, to work with the County to seek both State and federal funding to expand broadband services to unserved areas; continue to support steps being taken by Choptank Electric Cooperative to deploy fiber-to-the-premises in the County; and continue to partner with the Maryland Office of Rural Broadband to be better positioned to apply for state grant funds to support the County's broadband planning efforts.

Commissioner Bertino stated that at the January 21 meeting, the Commissioners requested a proposal from CTC Technology & Energy of Maryland to test the existing wireless broadband services provided by Bloosurf, the sole rural utility service (RUS) borrower in the federal award areas in the County, and asked why that proposal was not presented today. Assistant Chief Administrative Officer Kelly Shannahan stated that CTC is preparing a comprehensive proposal to test the existing wireless broadband services provided by Bloosurf in their federal award areas in the County, but that such a proposal was not be prepared in time for the Commissioners to review at this meeting. He stated that the proposal should be available for the Commissioners to review at their February 18, 2020 meeting.

In regard to a question by Commissioner Bunting, Mr. Shannahan stated that he understands from the CTC Broadband Feasibility Study that Choptank Electric Cooperative currently cannot apply for federal grant funds to reduce the cost to extend fiber to unserved areas of the County because the federal government currently recognizes Bloosurf as the sole RUS borrower in the County. He reiterated that the County must prove that Bloosurf is not providing the promised services before another service provider can apply for federal funding.

Following some discussion and upon a motion by Commissioner Elder, the Commissioners unanimously accepted the four recommendations and next steps for broadband planning, to include considering the requested proposal from CTC for additional services at their next meeting on February 18.

Commissioner Bunting stated that Attorney Hugh Cropper has requested a text amendment that would amend the off-premise parking regulations in the Commercial Marine Zoning District to allow up to 90% off-site parking for the redevelopment of Mad Fish, a restaurant in the West Ocean City (WOC) commercial harbor, which would allow his client to apply for permits based on the new parking regulations. Upon a motion by Commissioner Bunting, the Commissioners unanimously authorized County staff to submit emergency legislation to revise the off-premise parking requirements as requested for consideration by the Commissioners at their next legislative session on February 18, 2020.

Commissioner Bunting informed his fellow Commissioners that he has received numerous phone calls from Ocean Pines residents objecting to the decision of the Commissioners on January 7, 2020 to relocate the satellite office of the Treasurer's Office from the Isle of Wight office building at the corner of St. Martins Neck Road and MD Rt. 90 to the Ocean Pines Branch Library. Upon a motion by Commissioner Bunting, the Commissioners unanimously agreed that the satellite office of the Treasurer's Office will remain at the Isle of Wight office building rather than being moved to the Ocean Pines Branch Library.

In response to a question by Commissioner Bertino regarding inspection of the newly installed lighting at Newtown Park in Pocomoke, Chief Administrative Officer Harold Higgins

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advised that, while the Town of Pocomoke is the agency responsible for inspecting the installation, Travis Cowger of the Pocomoke Little League has met with County staff and agreed to dig up a portion of the electrical line so that County staff may inspect to verify proper installation and required two-foot depth of the electrical conduit for the lighting.

Commissioner Church advised that Verizon Wireless officials requested that the Commissioners reconsider their earlier request to install a communications tower on County-owned property in the vicinity of the Ocean Pines Wastewater Treatment Plant (WWTP). Commissioner Church stated that Verizon officials have advised him that the tower is necessary to improve coverage in the Ocean Pines community and in vehicles traveling to and from Ocean City on Maryland Route 90. A motion by Commissioner Church to approve the installation of the communications tower as requested by Verizon died for lack of a second.

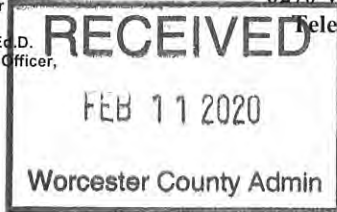
The Commissioners answered questions from the press, after which they adjourned to attend lunch at Worcester Technical High School (WTHS) with Board of Education members and Superintendent of Schools Louis H. Taylor who presented the State of Our schools report. Afterward, the Commissioners adjourned to meet again on February 18, 2020.



Administration
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DENISE R. SHORTS
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VINCENT E. TOLBERT, CPA
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February 9, 2020

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TO: Harold Higgins, Chief Administrative Officer
Worcester County Commissioners
FROM: Louis H. Taylor, Superintendent of Schools
RE: Technology Plan Approval

Dear Mr. Higgins,

In 2014, the school system embarked on a digital conversion with the goal to go 1:1 with digital devices. Since that time, school system leadership has changed and brought about a renewed focus on this effort to ensure that this investment was utilized to its fullest potential. In spring 2019, school system leadership was notified that the fleet of Chromebooks currently being utilized across grade levels for state assessments would no longer be supported. This troubling notification – coupled with the knowledge that another significant portion of devices were aging out – spurred school system leadership to convene a Technology Task Force.

The Technology Task Force was comprised of several diverse stakeholders with the same goal in mind: to reexamine the technology needs of the school system and come to consensus about what type of device(s) would be transformational for student learning. This task force visited the offices of both Microsoft and Apple, as they are the leading technology device providers for education. Additionally, these vendors conducted on-site demos with this group. After this months-long review process, the task force ultimately emerged with two recommendations for school system leadership: a seismic shift in how teachers deliver instruction (stationary to mobile technology) and pursuing the use of Apple products at all grade levels in the school system.

Concurrent to the task force's consensus building, school system leadership met multiple times with both Apple and Microsoft to discuss the financial impact of moving forward and to design a sustainable long-range plan that would keep WCPS technology current and adequately supported for the foreseeable future. A plan that would in essence eliminate any resurgence of the urgent circumstances currently surrounding the school system's digital conversion.

Based on both the recommendations from the task force and the financial negotiations, we are seeking funding commitment approval from the County Commissioners to enter into a 0% interest, multi-year lease agreement with Apple for the purchase and deployment of iPads and Apple TVs across the school system (excluding Showell Elementary, as technology is included in the capital project budget). This agreement, utilizing pricing through the Maryland Education Enterprise Consortium (MEEC), includes one-time set-

up and deployment costs, professional learning (training) as well as ongoing support provided through AppleCare+. In addition, this agreement does not require any funding prior to July 1, 2020, but enables technology infrastructure work, deployment, and teacher and staff professional learning to occur prior to a student deployment in September 2020.

Currently, the County Commissioners support the school system's purchase of student digital devices with \$500,000 within our operating budget. The structure of the initial multi-year lease would require additional investment as outlined below.

- FY 2021: \$131,000 (included in FY21 Maintenance of Effort)
- FY 2022: \$356,000
- FY 2023: \$356,000
- FY 2024: \$356,000

Due to further negotiations, please note that the above amounts have been finalized at a cost less than initially projected. We feel it would be prudent to keep the level of funding initially discussed intact in case of any emergent issues (i.e. enrollment surge, peripheral devices, etc.). These levels would be \$150,000 for FY 2021, and \$375,000 for subsequent FYs 2022, 2023, 2024.

At the conclusion of this multi-year lease in FY 2024, the school system, through a buyback process, will utilize the residual value of the cycle one iPad fleet to fund, in part, the first year of the cycle two multi-year agreement. We anticipate subsequent refresh cycles, beginning with cycle two, will not require additional budgeted resources.

We are requesting the County Commissioners' approval to provide the necessary funding to support this technology initiative as outlined above in FY 2021- FY 2024. Should you have any questions regarding this request, please don't hesitate to contact me. Thank you for your time and consideration of this request.



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COMMISSIONERS
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COUNTY ATTORNEY

Worcester County

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January 24, 2020

TO: Worcester County Commissioners
FROM: Karen Hammer, Office Assistant IV
SUBJECT: Pending Board Appointments - Terms Beginning January 1, 2020

Attached, please find copies of the Board Summary sheets for all County Boards or Commissions (14) which have current or upcoming vacancies (25 total). They are as follows: Commission on Aging Board (2), Agricultural Preservation Advisory Board (2), Building Code Appeals Board (1), Ethics Board (1), Local Development Council for the Ocean Downs Casino (4), Lower Shore Workforce Development Board (1), Planning Commission (1), Property Tax Assessment Appeal Board (1, with 3 nominees to Governor for each seat = 6 total nominees), Social Services Board Advisory (2), Solid Waste Advisory Committee (4), Tourism Advisory Committee (1), Water and Sewer Advisory Councils - Mystic Harbour (2) and West Ocean City (2), and the Commission For Women (1). I have circled the members whose terms have expired or will expire on each of these boards.

Please see the attached requests, nominations and letters of interest for the following Boards:

Social Services Advisory Board

Wayne Ayer is resigning - page 14

Most of these Boards and Commissions specify that current members' terms will expire on December 31st. Current members will continue to serve beyond their term until they are either reappointed or a replacement is named. Please consider these reappointments or new appointments during February.

Pending Board Appointments - By Commissioner

District 1 - Nordstrom p. 12 - Social Services Advisory Board (Wayne Ayer) - 3 year

District 2 - All District Appointments Received. Thank you!

District 3 - Church p. 15 - Solid Waste Advisory Committee (Bob Augustine)- 4-year
p. 17 - Water and Sewer Advisory Council - Mystic Harbour (Joseph Weitzell -
Mystic Harbor and Bob Hunt - Deer Point) - 4-year
p. 18 - Water and Sewer Advisory Council - West Ocean City (Deborah Maphis
and Gail Fowler)- 4 year

District 4 - Elder p. 8 - Local Development Council for the Ocean Downs Casino (Charlie
Dorman) - 4yr.

District 5 - Bertino p. 15 - Solid Waste Advisory Committee (James Rodenberg)- 4 yr.

District 6 - Bunting p. 8 - Local Development Council for the Ocean Downs Casino (Rod Murray)-
4yr.
p. 16 - Tourism Advisory Committee (Isabel Morris) - 4-year
p. 19 - Commission for Women (Bess Cropper) - 4 year

District 7 - Mitrecic p. 6 - Building Code Appeals Board (Bill Paul) - 4-year
p. 7 - Ethics Board (Frank Knight) - 4-year
p. 8 - Local Development Council for Ocean Downs (Michael Donnelly) - 4-year
p. 10 - Planning Commission (Jay Knerr) 5 -year
p. 12 - Social Services Advisory Board (Maria Campione-Lawrence)- 3yr.

All Commissioners

p. 5 - (2) Agricultural Preservation Advisory Board (Bill Bruning, Curt Lambertson) - 4-year
p. 8 - (1) Local Development Council for Ocean Downs Casino (Mark Wittmyer - At-Large - business or
institution representative in immediate proximity to Ocean Downs) - 4-year
p. 9 - (1) Lower Shore Workforce Development Board (Business Representative - Berlin area) - 4-year
p. 11 - (1) Property Tax Assessment Appeal Board (Gary M. Flater - Snow Hill Area - alternate) - must
submit 3 nominees for each seat to Governor for his consideration in making these
appointments 5yr.
p. 15 - (3) Solid Waste Advisory Committee (Michael Pruitt - Town of Snow Hill and Jamey Latchum -
Town of Berlin) 4 yr.
p. 17 - (2) Water and Sewer Advisory Council - Mystic Harbour (Joseph Weitzell - Mystic Harbor and
Bob Hunt - Deer Point) - 4-year
p. 18 - (2) Water and Sewer Advisory Council - West Ocean City (Deborah Maphis and Gail Fowler)-
4yr

All Commissioners (Awaiting Nominations)

p. 3 - (2) Commission on Aging Board (Cynthia Malament- Berlin, Lloyd Parks - Girdle tree) - self-
appointed by Commission on Aging & confirmed by County Commissioners- 3-year

COMMISSION ON AGING BOARD

Reference: By Laws of Worcester County Commission on Aging
- As amended July 2015

Appointed by: Self-Appointing/Confirmed by County Commissioners

Function: Supervisory/Policy Making

Number/Term: Not less than 12; 3 year terms, may be reappointed
Terms Expire September 30

Compensation: None

Meetings: Monthly, unless otherwise agreed by a majority vote of the Board

Special Provisions: At least 50% of members to be consumers or volunteers of services provided by Commission on Aging, with a representative of minorities and from each of the senior centers; one County Commissioner; and Representatives of Health Department, Social Services and Board of Education as Ex-Officio members

Staff Contact: Worcester County Commission on Aging, Inc. - Snow Hill
Rob Hart, Executive Director (410-632-1277)

Current Members:

<u>Member's Name</u>	<u>Resides/Represents</u>	<u>Years of Term(s)</u>
Cynthia Malament	Berlin	07-10-13-16, 16-19
Lloyd Parks	Girdletree	08-11-14-17, 17-20
Clifford Gannett	Pocomoke City	*12-14-17, 17-20
James Covington	Pocomoke City	*18-20
Bonita Ann Gisriel	Ocean City	*18-20
Carolyn Dryzga	Ocean Pines	*18-20
Tommy Tucker	Snow Hill	09-12-15-18, 18-21
Tommy Mason	Pocomoke	15-18, 18-21
Helen Whaley	Berlin	*16-18, 18-21
Rebecca Cathell	Agency - Maryland Job Service	
Lou Taylor	Agency - Worcester County Board of Education	
Roberta Baldwin	Agency - Worcester County Department of Social Services	
Rebecca Jones	Agency - Worcester County Health Department	
Madison J. Bunting, Jr.	Worcester County Commissioners' Representative	
Fred Grant	Snow Hill	*15-16, 16-19, 19-22
Joyce Cottman	Berlin	*16, 16-19, 19-22

Prior Members:

Since 1972

Virginia Harmon
Maude Love
Dr. Donald Harting
John C. Quillen
Violet Chesser
William Briddell
Harrison Matthews
John McDowell
Mildred Brittingham
Maurice Peacock
Father S. Connell
Rev. Dr. T. McKelvey
Samuel Henry
Rev. Richard Hughs
Dorothy Hall
Charlotte Pilchard
Edgar Davis
Margaret Quillen
Lenore Robbins
Mary L. Krabill
Leon Robbins
Claire Waters
Thelma Linz
Oliver Williams
Michael Delano
Father Gardiner
Iva Baker
Minnie Blank
Thomas Groton III
Jere Hilbourne
Sandy Facinoli
Leon McClafin
Mabel Scott
Wilford Showell
Rev. T. Wall
Jeaninne Aydelotte
Richard Kasabian
Dr. Fred Bruner
Edward Phillips
Dorothy Elliott
John Sauer
Margaret Kerbin
Carolyn Dorman
Marion Marshall
Dr. Francis Ruffo
Dr. Douglas Moore
Hibernia Carey
Charlotte Gladding
Josephine Anderson
Rev. R. Howe
Rev. John Zellman
Jessee Fassett
Delores Waters
Dr. Terrance A. Greenwood
Baine Yates
Wallace T. Garrett
William Kuhn (86-93)
Mary Ellen Elwell (90-93)
Faye Thornes

Mary Leister (89-95)
William Talton (89-95)
Sunder Henry (89-95)
Josephine Anderson
Saunders Marshall (90-96)
Louise Jackson (93-96)
Carolyn Dorman (93-98)
Constance Sturgis (95-98)
Connie Morris (95-99)
Jerry Wells (93-99)
Robert Robertson (93-99)
Margaret Davis (93-99)
Dr. Robert Jackson (93-99)
Patricia Dennis (95-00)
Rev. C. Richard Edmund (96-00)
Viola Rodgers (99-00)
Baine Yates (97-00)
James Shreeve (99-00)
Tad Pruitt (95-01)
Rev. Walter Reuschling (01-02)
Armond Merrill, Sr. (96-03)
Gene Theroux
Blake Fohl (98-05)
Constance Harmon (98-05)
Catherine Whaley (98-05)
Wayne Moulder (01-05)
Barbara Henderson (99-05)
Gus Payne (99-05)
James Moeller (01-05)
Rev Stephen Laffey (03-05)
Anne Taylor (01-07)
Jane Carmean (01-07)
Alex Bell (05-07)
Inez Somers (03-08)
Joanne Williams (05-08)
Ann Horth (05-08)
Helen Richards (05-08)
Peter Karras (00-09)
Vivian Pruitt (06-09)
Doris Hart (08-11)
Helen Heneghan (08-10)
Jack Urain (07-10)
Robert Hawkins (05-11)
Dr. Jon Andes
Lloyd Pullen (11-13)
John T. Payne (08-15)
Sylvia Sturgis (07-15)
Gloria Blake (05-15)
Dr. Jerry Wilson (Bd. of Ed.)
Peter Buesgens (Social Services)
Deborah Goeller (Health Dept.)
George "Tad" Pruitt (05-17)
Bonnie C. Caudell (09-17)
Larry Walton (13-18)

* = 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: \$50 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>
Bill Bruning (O-O)	Elder	D-2, Snow Hill	11-15, 15-19
Curt Lambertson	Elder	D-4, Snow Hill	15-19
Kelley Gravenor	Elder	D-4, Snow Hill	*14-16, 16-20
Glen Holland (O-O)	Lockfaw	D-1, Pocomoke	13-17, 17-21
Kathy Drew	Bunting	D-6, Bishopville	** 06-09-13-17, 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

Prior Members:

Norman Ellis	Frank Baker (98-01)
Richard Bradford	Ed Anderson (98-03)
Charles Fulton	Robert Gray (00-05)
Elmer Hastings	Orlando Bishop (01-06)
David Stevens	Roger Richardson (96-07)
Curtis Shockley	Anne Hastings (06-11)
Gerald Redden	Earl Ludey (07-13)
William Sirman, Jr.	George Lee Clayville (00-14)
Harold Purnell	Sandra Frazier (03-14)
Chauncy Henry (96-97)	Donnie Powell (06-15)
Lieselotte Pennewell (93-98)	
Carlton Magee (90-00)	
Harry Mitchell (90-00)	

* = 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

BUILDING CODE APPEALS BOARD

Reference: PGL - Public Safety Article - Section 12-501 - 12-508 - Annotated Code of Maryland
COMAR 05.02.07 (Maryland Building Performance Standards)
- International Building Code, International Residential Code

Appointed by: County Commissioners

Function: Quasi-Judicial
Hear and decide upon appeals of the provisions of the International Building Code (IBC) and International Residential Code for one- and two-family dwellings (IRC)

Number/Term: 7/4-year terms
Terms expire December 31

Compensation: \$50 per meeting (by policy)

Meetings: As Needed

Special Provisions: Members shall be qualified by reason of experience, training or formal education in building construction or the construction trades.

Staff Contact: Edward A. Tudor, Director
Development Review & Permitting (410-632-1200, ext. 1100)

Current Members:

<u>Member's Name</u>	<u>Nominated By</u>	<u>Resides</u>	<u>Years of Term(s)</u>
Bill Paul	D-7 - Mitrecic	Ocean Pines	15-19
Kevin Holland	D-1 - Locklaw	Pocomoke	96-04-08-12-16, 16-20
James Spicknall	D-5 - Bertino	Ocean Pines	04-08-12-16, 16-20
Mike Poole	D-6 - Bunting	Bishopville	17-21
Mark Bargar	D-4 - Elder	Berlin	14-18, 18-22
Jim Wilson	D-3 - Church	Berlin	02-06-10-14-18, 18-22
Elbert Davis	D-2 - Purnell	Snow Hill	*03-03-07-11-15-19, 19-23

Prior Members:

Robert L. Cowger, Jr. (92-95)
Charlotte Henry (92-97)
Robert Purcell (92-98)
Edward DeShields (92-03)
Sumei Prete (97-04)
Shane C. Spain (03-14)
Dominic Brunori (92-15)
Richard P. Mueller (98-17)

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: \$50 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>
Frank Knight	D-7, Mitrecic	Ocean City	*14-15, 15-19
Joseph Stigler	D-4, Elder	Berlin	16-20
Jeff Knepper	D-5, Bertino	Ocean Pines	16-20
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

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)	
Bill Ochse (99-07)	
Randall Mariner (00-08)	

* = Appointed to fill an unexpired term

**LOCAL DEVELOPMENT COUNCIL
FOR THE OCEAN DOWNS CASINO**

Reference: Subsection 9-1A-31(c) - State Government Article, Annotated Code of Maryland

Appointed by: County Commissioners

Function: Advisory
Review and comment on the multi-year plan for the expenditure of the local impact grant funds from video lottery facility proceeds for specified public services and improvements; Advise the County on the impact of the video lottery facility on the communities and the needs and priorities of the communities in the immediate proximity to the facility.

Number/Term: 15/4 year terms; Terms Expire December 31

Compensation: None

Meetings: At least semi-annually

Special Provisions: Membership to include State Delegation (or their designee); one representative of the Ocean Downs Video Lottery Facility, seven residents of communities in immediate proximity to Ocean Downs, and four business or institution representatives located in immediate proximity to Ocean Downs.

Staff Contacts: Kim Moses, Public Information Officer, 410-632-1194
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>
Michael Donnelly	Dist. 7 - Mitrecic	Resident - Ocean City	*16-19
Mark Wittmyer	At-Large	Business - Ocean Pines	15-19
Charlie Dorman	Dist. 4 - Elder	Resident - Snow Hill	12-16, 16-20
Rod Murray °	Dist. 6 - Bunting	Resident - Ocean Pines	*09-12-16, 16-20
Mayor Rick Meehan °	At-Large	Business - Ocean City	*09-12-16, 16-20
Mayor Gee Williams °	Dist. 3 - Church	Resident - Berlin	09-13-17, 17-21
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

Prior Members:

Since 2009

J. Lowell Stoltzfus ° (09-10)	Todd Ferrante ° (09-16)
Mark Wittmyer ° (09-11)	Joe Cavilla (12-17)
John Salm ° (09-12)	James N. Mathias, Jr. ° (09-18)
Mike Pruitt ° (09-12)	Ron Taylor ° (09-14)
Norman H. Conway ° (09-14)	James Rosenberg (09-19)
Michael McDermott (10-14)	
Diana Purnell ° (09-14)	
Linda Dearing (11-15)	

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

Reference: Workforce Innovation and Opportunity Act of 2014, Section 107

Appointed by: County Commissioners

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

Number/Term: 26 - 5 Worcester County, 11 At-Large (by Tri-County Council), 10 Other
2, 3 or 4-year terms; Terms expire September 30

Compensation: None

Meetings: Quarterly (March, June, September, December) on the 2nd Wednesday

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

Staff Contact: Lower Shore Workforce Alliance
Becca Webster, Workforce Director (410-341-3835, ext 6)
American Job Center, 31901 Tri-County Way, Suite 215, Salisbury, MD 21804

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

<u>Name</u>	<u>Resides/Agency</u>	<u>Term</u>	<u>Representing</u>
(Vacant)	(Berlin area)	17-21	Business Rep.
Jason Cunha	Pocomoke	*16-19	Business Rep.
Walter Maizel	Bishopville	*12, 12-16, 16-20	Private Business Rep.
Robert "Bo" Duke	Ocean City	*17, 17-21	Business Rep.
Melanie Pursel	Ocean City	18-22	Business Rep.

Prior Members: Since

Baine Yates	Heidi Kelley (07-08)
Charles Nicholson (98-00)	Bruce Morrison (05-08)
Gene Theroux (97-00)	Margaret Dennis (08-12)
Jackie Gordon (98-00)	Ted Doukas (03-13)
Caren French (97-01)	Diana Nolte (06-14)
Jack Smith (97-01)	John Ostrander (07-15)
Linda Busick (98-02)	Craig Davis (13-17)
Edward Lee (97-03)	Donna Weaver (08-17)
Joe Mangini (97-03)	Geoffrey Failla (15-18)
Linda Wright (99-04)	
Kaye Holloway (95-04)	
Joanne Lusby (00-05)	
William Greenwood (97-06)	
Gabriel Purnell (04-07)	
Walter Kissel (03-07)	

PLANNING COMMISSION

Reference: Public Local Law ZS §1-112

Appointed by: County Commissioners

Functions: Advisory/Regulatory
Make investigations and recommendations regarding zoning text and map amendment applications; recommend conditional rezoning; make recommendations to the Board of Zoning Appeals; review public projects, proposed facility development plans, regulations and standards; review and approve site plans; review and make recommendations regarding residential planned communities; review and approve subdivision plats.

Number/Term: 7/5 years; Terms expire December 31st

Compensation: \$50 per meeting (policy)

Meetings: 1 regular meeting per month; additional meetings held as necessary

Special Provisions: Historically - one member from each Commissioner District, plus two At-Large members; one member per district once expanded to seven districts.

Staff Contact: Department of Development Review & Permitting
Edward A. Tudor, Director (410-632-1200, ext. 1100)

Current Members:

<u>Member's Name</u>	<u>Nominated By</u>	<u>Resides</u>	<u>Years of Term(s)</u>
Jay Knerr	D-7, Mitrecic	Berlin	14-19
Jerry Barbierri	D-1, Lockfaw	Pocomoke	*12-15, 15-20
Mike Diffendal	D-3, Church	Berlin	10-15, 15-20
Richard L. Wells	D-6, Bunting	Bishopville	11-16, 16-21
Brooks Clayville	D-4, Elder	Snow Hill	02-07-12-17, 17-22
Marlene Ott	D-5, Boggs	Ocean Pines	08-13-18, 18-23
Betty M. Smith	D-2, Purnell	Berlin	*07-09-14-19, 19-24

Prior Members:

Since 1972

David L. Johnson
N. Paul Joyner
Daniel Trimper, IV
Hugh F. Wilde
Warren Frame
Roland E. Powell
Harry Cherrix
W. David Stevens
Granville Trimper
J. Brad Aaron
Lester Atkinson
Paul L. Cutler
Edward R. Bounds
Edward Phillips
Vernon McCabe

R. Blaine Smith
Edward A. Tudor
Terry Bayshore
Larry Widgeon
Charles D. "CD" Hall
Ernest "Sandy" Coyman
Rev. Donald Hamilton
Dale Stevens
Marion L. Butler, Sr.
Ron Cascio (96-97)
Louie Paglierani (90-99)
Robert Hawkins (96-99)
Ilia Fehrer (94-99)
Rob Clarke (99-00)
W. Kenny Baker (97-02)

James Jarman (99-03)
Harry Cullen (00-03)
Ed Ellis (96-04)
Troy Purnell (95-05)
Larry Devlin (04-06)
Tony Devereaux (03-07)
Wilbert "Tom" Pitts (99-07)
Doug Slingerland (07-08)
Carolyn Cummins (90-94, 99-09)
Madison "Jimmy" Bunting (05-10)
Jeanne Lynch (06-11)
H. Coston Gladding (96-12)
Wayne A. Hartman (09-14)

PROPERTY TAX ASSESSMENT APPEAL BOARD

Reference: Annotated Code of Maryland, Tax-Property Article, §TP 3-102

Appointed by: Governor (From list of 3 nominees submitted by County Commissioners)
- Nominees must each fill out a resume to be submitted to Governor
- Nominations to be submitted 3 months before expiration of term

Function: Regulatory
- Decides on appeals concerning: real property values and assessments, personal property valued by the supervisors, credits for various individuals and groups as established by State law, value of agricultural easements, rejection of applications for property tax exemptions.

Number/Term: 3 regular members, 1 alternate/5-year terms
Terms Expire June 1st

Compensation: \$15 per hour (maximum \$90 per day), plus travel expenses

Meetings: As Necessary

Special Provisions: Chairman to be designated by Governor

Staff Contact: Department of Assessments & Taxation- Janet Rogers (410-632-1196)
Ext:112

Current Members:

Gary M. Flater (Alternate)	Snow Hill	13-18	Resigned
Steven W. Rakow	Ocean Pines	*19-22	
Arlene C. Page	Bishopville	18-23	
Martha Bennett	Berlin	19-24	

C) = Chairman

Prior Members: Since 1972

Wilford Showell	Delores W. Groves (96-99)
E. Carmel Wilson	Mary Yenney (98-03)
Daniel Trimper, III	Walter F. Powers (01-04)
William Smith	Grace C. Purnell (96-04)
William Marshall, Jr.	George H. Henderson, Jr. (97-06)
Richard G. Stone	Joseph A. Calogero (04-09)
Milton Laws	Joan Vetare (04-12)
W. Earl Timmons	Howard G. Jenkins (03-18)
Hugh Cropper	Robert D. Rose (*06-17)
Lloyd Lewis	Larry Fry (*10-14 alt)(14-18)
Ann Granados	
John Spurling	
Robert N. McIntyre	
William H. Mitchell (96-98)	

* = Appointed to fill an unexpired term

Updated: May 21, 2019
Printed: February 10, 2020

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SOCIAL SERVICES ADVISORY BOARD

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:

<u>Member's Name</u>	<u>Nominated By</u>	<u>Resides</u>	<u>Years of Term(s)</u>
Maria Campione-Lawren	D-7, Mitrecic	Ocean City	16-19
Nancy Howard	D-2, Purnell	Ocean City	(09-16), 17-20
Cathy Gallagher	D-5, Bertino	Ocean Pines	*13-14-17, 17-20
Faith Coleman	D-4, Elder	Snow Hill	15-18, 18-21
Harry Hammond	D-6, Bunting	Bishopville	15-18, 18-21
Diana Purnell	ex officio - Commissioner		14-18, 18-22
Wayne Ayer	D-1, Nordstrom	Pocomoke City	*19-21
Voncelia Brown	D-3, Church	Berlin	16-19, 19-22
Mary White	At-Large	Berlin	*17-19, 19-22

resigned

SOCIAL SERVICES BOARD

(Continued)

Prior Members: (Since 1972)

James Dryden	Naomi Washington (01-02)
Sheldon Chandler	Lehman Tomlin, Jr. (01-02)
Richard Bunting	Jeanne Lynch (00-02)
Anthony Purnell	Michael Reilly (00-03)
Richard Martin	Oliver Waters, Sr. (97-03)
Edward Hill	Charles Hinz (02-04)
John Davis	Prentiss Miles (94-06)
Thomas Shockley	Lakeshia Townsend (03-06)
Michael Delano	Betty May (02-06)
Rev. James Seymour	Robert "BJ" Corbin (01-06)
Pauline Robertson	William Decoligny (03-06)
Josephine Anderson	Grace Smearman (99-07)
Wendell White	Ann Almand (04-07)
Steven Cress	Norma Polk-Miles (06-08)
Odetta C. Perdue	Anthony Bowen (96-08)
Raymond Redden	Jeanette Tressler (06-09)
Hinson Finney	Rev. Ronnie White (08-10)
Ira Hancock	Belle Redden (09-11)
Robert Ward	E. Nadine Miller (07-11)
Elsie Bowen	Mary Yenney (06-13)
Faye Thomes	Dr. Nancy Dorman (07-13)
Frederick Fletcher	Susan Canfora (11-13)
Rev. Thomas Wall	Judy Boggs (02-14)
Richard Bundick	Jeff Kelchner (06-15)
Carmen Shrouck	Laura McDermott (11-15)
Maude Love	Emma Klein (08-15)
Reginald T. Hancock	Wes McCabe (13-16)
Elsie Briddell	Nancy Howard (09-16)
Juanita Merrill	Judy Stinebiser (13-16)
Raymond R. Jarvis, III	Arlette Bright (11-17)
Edward O. Thomas	Tracey Cottman (15-17)
Theo Hauck	Ronnie White (18-19)
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)	

Thank you so much for taking the time to send me along all the correspondence for these very special meetings.

Upon further examination of my present pastoral duties and also the expectation of this board. It is with a sense of sorrow and saddened that I regret to inform you that I will no longer be able to serve on this board. This email will serve as the tendering of my resignation effective immediately.

As a full-time pastor it is important for me to give my undivided attention to the First Baptist Church of Pocomoke, City, Maryland.

Respectfully submitted
Rev. Wayne Ayer
First Baptist Church of Pocomoke city Maryland

SOLID WASTE ADVISORY COMMITTEE

Reference: County Commissioners' Resolution 5/17/94 and 03-6 on 2/18/03

Appointed by: County Commissioners

Function: Advisory
Review and comment on Solid Waste Management Plan, Recycling Plan, plans for solid waste disposal sites/facilities, plans for closeout of landfills, and to make recommendations on tipping fees.

Number/Term: 11/4-year terms; Terms expire December 31st.

Compensation: \$50 per meeting expense allowance, subject to annual appropriation

Meetings: At least quarterly

Special Provisions: One member nominated by each County Commissioner; and one member appointed by County Commissioners upon nomination from each of the four incorporated towns.

Staff Support: Solid Waste - Solid Waste Superintendent - Mike Mitchell - (410-632-3177)
Solid Waste - Recycling Coordinator - Mike McClung - (410-632-3177)
Department of Public Works - John Tustin - (410-632-5623)

Current Members:

<u>Member's Name</u>	<u>Nominated By</u>	<u>Resides</u>	<u>Years of Term(s)</u>
Michael Pruitt	Town of Snow Hill		*15, 15-19
Bob Augustine	D-3, Church	Berlin	16-20
Granville Jones	D-7, Mitrecic	Berlin	*15-16, 16-20
Michelle Beckett-El Soloh	Town of Pocomoke City		*19-20
Vaughn White	D-2, Purnell	Berlin	*19-21
Jamey Latchum	Town of Berlin		*17, 17-21
Hal Adkins	Town of Ocean City		*20-21
George Linvill	D-1, Nordstrom	Pocomoke	14-18, 18-22
James Rosenberg	D-5, Bertino	Ocean Pines	*06-10-14-18, 18-22
George Dix	D-4, Elder	Snow Hill	*10-10-14-18, 18-22
Mike Poole	D-6, Bunting	Bishopville	11-15-19, 19-23

Prior Members: (Since 1994)

Ron Cascio (94-96)	Richard Malone (94-01)	John C. Dorman (07-10)
Roger Vacovsky, Jr. (94-96)	William McDermott (98-03)	Robert Hawkins (94-11)
Lila Hackim (95-97)	Fred Joyner (99-03)	Victor Beard (97-11)
Raymond Jackson (94-97)	Hugh McFadden (98-05)	Mike Gibbons (09-14)
William Turner (94-97)	Dale Pruitt (97-05)	Hank Westfall (00-14)
Vernon "Corey" Davis, Jr. (96-98)	Frederick Stiehl (05-06)	Marion Butler, Sr. (00-14)
Robert Mangum (94-98)	Eric Mullins (03-07)	Robert Clarke (11-15)
Richard Rau (94-96)	Mayor Tom Cardinale (05-08)	Bob Donnelly (11-15)
Jim Doughty (96-99)	William Breedlove (02-09)	Howard Sribnick (10-16)
Jack Peacock (94-00)	Lester D. Shockley (03-10)	Dave Wheaton (14-16)
Hale Harrison (94-00)	Woody Shockley (01-10)	Wendell Purnell (97-18)
		George Tasker (*15-20)
		Rodney Bailey *19
		Steve Brown *10-19

* = Appointed to fill an unexpired term

TOURISM ADVISORY COMMITTEE

Reference: County Commissioners' Resolution of May 4, 1999 and 03-6 of 2/18/03

Appointed by: County Commissioners

Function: Advisory
Advise the County Commissioners on tourism development needs and recommend programs, policies and activities to meet needs, review tourism promotional materials, judge tourism related contests, review applications for State grant funds, review tourism development projects and proposals, establish annual tourism goals and objectives, prepare annual report of tourism projects and activities and evaluate achievement of tourism goals and objectives.

Number/Term: 7/4-Year term - Terms expire December 31st

Compensation: \$50 per meeting expense allowance

Meetings: At least bi-monthly (6 times per year), more frequently as necessary

Special Provisions: One member nominated by each County Commissioner

Staff Contact: Tourism Department - Lisa Challenger (410-632-3110)

Current Members:

<u>Member's Name</u>	<u>Nominated By</u>	<u>Resides</u>	<u>Years of Term(s)</u>
Isabel Morris	D-6, Bunting	Bishopville	11-15, 15-19
Elena Ake	D-3, Church	West Ocean City	*16, 16-20
Josh Davis	D-5, Bertino	Berlin	*19-21
Lauren Taylor	D-7, Mitrecic	Ocean City	13-17, 17-21
Gregory Purnell	D-2, Purnell	Berlin	14-18, 18-22
Michael Day	D-4, Elder	Snow Hill	*19
Barbara Tull	D-1, Nordstrom	Pocomoke	03-11-15-19, 19-23

Prior Members: Since 1972

Isaac Patterson ¹	Barry Laws (99-03)	Molly Hilligoss (15-18)
Lenora Robbins ¹	Klein Leister (99-03)	Denise Sawyer (*18-19)
Kathy Fisher ¹	Bill Simmons (99-04)	
Leroy A. Brittingham ¹	Bob Hulburd (99-05)	
George "Buzz" Gering ¹	Frederick Wise (99-05)	
Nancy Pridgeon ¹	Wayne Benson (05-06)	
Marty Batchelor ¹	Jonathan Cook (06-07)	
John Verrill ¹	John Glorioso (04-08)	
Thomas Hood ¹	David Blazer (05-09)	
Ruth Reynolds (90-95)	Ron Pilling (07-11)	
William H. Buchanan (90-95)	Gary Weber (99-03, 03-11)	
Jan Quick (90-95)	Annemarie Dickerson (99-13)	
John Verrill (90-95)	Diana Purnell (99-14)	
Larry Knudsen (95)	Kathy Fisher (11-15)	
Carol Johnsen (99-03)	Linda Glorioso (08-16)	
Jim Nooney (99-03)	Teresa Travatello (09-18)	

* = Appointed to fill an unexpired term

1 = Served on informal ad hoc committee prior to 1990, Committee abolished between 1995-1999

2 = All members terms reduced by 1-year in 2003 to convert to 4-year terms

**WATER AND SEWER ADVISORY COUNCIL
MYSTIC HARBOUR SERVICE AREA**

Reference: County Commissioners' Resolutions of 11/19/93 and 2/1/05

Appointed by: County Commissioners

Function: Advisory
Advise Commissioners on water and sewer needs of the Service Area;
review amendments to Water and Sewer Plan; make recommendations on
policies and procedures; review and recommend charges and fees; review
annual budget for the service area.

Number/Term: 7/4-year terms
Terms Expire December 31

Compensation: Expense allowance for meeting attendance as authorized in the budget.

Meetings: Monthly or As-Needed

Special Provisions: Must be residents of Mystic Harbour Service Area

Staff Support: Department of Public Works - Water and Wastewater Division
John Ross - (410-641-5251)

Current Members:

<u>Member's Name</u>	<u>Resides</u>	<u>Years of Term(s)</u>
Joseph Weitzell ^c	Mystic Harbour	05-11-15, 15-19
Bob Hunt	Deer Point	*06-11-15, 15-19
David Dypsky	Teal Marsh Center	*10-12-16, 16-20
Stan Cygam	Whispering Woods	*18-20
Martin Kwesko	Mystic Harbour	13-17, 17-21
Richard Jendrek ^c	Bay Vista I	05-10-14-18, 18-22
Matthew Kraeuter	Ocean Reef	19-22

Prior Members: (Since 2005)

John Pinnero ^c (05-06)	Carol Ann Beres (14-18)
Brandon Phillips ^c (05-06)	
William Bradshaw ^c (05-08)	
Buddy Jones (06-08)	
Lee Trice ^c (05-10)	
W. Charles Friesen ^c (05-13)	
Alma Seidel (08-14)	
Gerri Moler (08-16)	
Mary Martinez (16-18)	

**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: Expense allowance for meeting attendance as authorized in the budget

Meetings: Monthly

Special Provisions: Must be residents/ratepayers of West Ocean City Service Area

Staff Support: Department of Public Works - Water and Wastewater Division
John Ross - (410-641-5251)

Current Members:

<u>Member's Name</u>	<u>Resides/Ratepayer of</u>	<u>Terms (Years)</u>
Deborah Maphis	West Ocean City	95-99-03-07-11-15, 15-19
Gail Fowler	West Ocean City	99-03-07-11-15, 15-19
Blake Haley	West Ocean City	*19-20
Todd Ferrante	West Ocean City	13-17, 17-21
Keith Swanton	West Ocean City	13-17, 17-21

Prior Members: (Since 1993)

Eleanor Kelly^c (93-96) Andrew Delcorro (*14-19)

John Mick^c (93-95)

Frank Gunion^c (93-96)

Carolyn Cummins (95-99)

Roger Horth (96-04)

Whaley Brittingham^c (93-13)

Ralph Giove^c (93-14)

Chris Smack (04-14)

COMMISSION FOR WOMEN

Reference: Public Local Law CG 6-101

Appointed by: County Commissioners

Function: Advisory

Number/Term: 11/3-year terms; Terms Expire December 31

Compensation: None

Meetings: At least monthly (3rd Tuesday at 5:30 PM - alternating between Berlin and Snow Hill)

Special Provisions: 7 district members, one from each Commissioner District
4 At-large members, nominations from women's organizations & citizens
4 Ex-Officio members, one each from the following departments: Social Services, Health & Mental Hygiene, Board of Education, Public Safety
No member shall serve more than six consecutive years

Contact: Liz Mumford and Tamara White, 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>
Tamara White	D-1, Lockfaw	Pocomoke City	17-20
Vanessa Alban	D-5, Bertino	Ocean Pines	17-20
Terri Shockley	At-Large	Snow Hill	17-20
Laura Morrison	At-Large	Pocomoke	*19-20
Kelly O'Keane	Health Department		17-20
Kelly Riwniak	Public Safety - Sheriff's Office		*19-20
Darlene Bowen	D-2, Purnell	Pocomoke	*19-21
Elizabeth Rodier	D-3, Church	West Ocean City	18-21
Bess Cropper	D-6, Bunting	Berlin	15-18, 18-21
Kimberly List	D-7, Mitrecic	Ocean City	18-21
Gwendolyn Lehman	At-Large	Berlin	*19-21
Mary E. (Liz) Mumford	At-Large	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

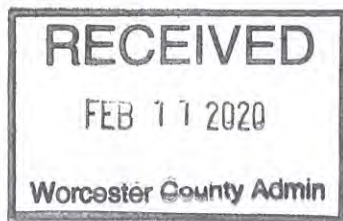
Prior Members: Since 1995

Ellen Pilchard ^c (95-97)	Carole P. Voss (98-00)	Gloria Bassich (98-03)
Helen Henson ^c (95-97)	Martha Bennett (97-00)	Carolyn Porter (01-04)
Barbara Beaubien ^c (95-97)	Patricia Ilczuk-Lavanceau (98-99)	Martha Pusey (97-03)
Sandy Wilkinson ^c (95-97)	Lil Wilkinson (00-01)	Teole Brittingham (97-04)
Helen Fisher ^c (95-98)	Diana Purnell ^c (95-01)	Catherine W. Stevens (02-04)
Bernard Bond ^c (95-98)	Colleen McGuire (99-01)	Hattie Beckwith (00-04)
Jo Campbell ^c (95-98)	Wendy Boggs McGill (00-02)	Mary Ann Bennett (98-04)
Karen Holck ^c (95-98)	Lynne Boyd (98-01)	Rita Vaeth (03-04)
Judy Boggs ^c (95-98)	Barbara Trader ^c (95-02)	Sharyn O'Hare (97-04)
Mary Elizabeth Fears ^c (95-98)	Heather Cook (01-02)	Patricia Layman (04-05)
Pamela McCabe ^c (95-98)	Vyoletus Ayres (98-03)	Mary M. Walker (03-05)
Teresa Hammerbacher ^c (95-98)	Terri Taylor (01-03)	Norma Polk Miles (03-05)
Bonnie Platter (98-00)	Christine Selzer (03)	Roseann Bridgman (03-06)
Marie Velong ^c (95-99)	Linda C. Busick (00-03)	Sharon Landis (03-06)

* = Appointed to fill an unexpired term
c = Charter member

Prior Members: Since 1995 (continued)

Dr. Mary Dale Craig (02-06)	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)	
Merilee Horvat (06-09)	
Jody Falter (06-09)	
Kathy Muncy (08-09)	
Germaine Smith Garner (03-09)	
Nancy Howard (09-10)	
Barbara Withcrow (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)	



DEPARTMENT OF
DEVELOPMENT REVIEW AND PERMITTING

Worcester County

GOVERNMENT CENTER
ONE WEST MARKET STREET, ROOM 1201
SNOW HILL, MARYLAND 21863

TEL: 410.632.1200 / FAX: 410.632.3008

www.co.worcester.md.us/drp/drpindex.htm

ZONING DIVISION
BUILDING DIVISION
ADMINISTRATIVE DIVISION

DATA RESEARCH DIVISION
CUSTOMER SERVICE DIVISION
TECHNICAL SERVICES DIVISION

Memorandum

To: Worcester County Commissioners
CC: File
From: Jo Ellen Bynum *JEB*
Date: 2/11/2020
Re: Housing Rehabilitation Program Bid Recommendation

A bid opening was held recently for a single-family home rehabilitation project in the town of Snow Hill. This project is proposed to be funded through the County's current Housing Rehabilitation grant, MD-20-CD-22. A total of five bids were received as follows:

	Page
Ocean Tower Construction, LLC- \$5,272.00	3
Shoreman Construction Company, Inc.- \$7,900.00	10
Poseidon Plumbing and Home Services- \$9,220.00	13
Colossal Contractors, Inc.- \$13,780.00	16
C.A.R.E. Property Services- \$14,193.62	19

After reviewing the bids, it is my recommendation that the Commissioners accept the bid submitted by Ocean Tower Construction in the amount of \$5,272.00 as low bidder. Copies of the competitive bid worksheet and the proposal from Ocean Tower Construction are attached for your review.

Competitive Bid Worksheet

Item: Housing Rehabilitation Project in Snow Hill

Bid Deadline/Opening Date: 1:00 P.M., Monday, February 10, 2020

Bids Received by deadline = 5

Manuel Property
410 W. Market St.
Snow Hill, MD
Total Quote

Contractor's Submitting Bids

Poseidon Plumbing and Home Services
12637 Sunset Avenue, Suite 1
Ocean City, MD 21842

\$ 9,220.⁰⁰

C.A.R.E Property Services
1235 Abbottstown Pike
Hanover, PA 17331

\$ 14,193.⁶²

Shoreman Construction Co., Inc.
606 East Pine Street
Delmar, MD 21875

\$ 7,900.⁰⁰

Colossal Contractors, Inc.
4601 Sandy Spring Road
Burtonsville, MD 20866

\$ 13,780.⁰⁰

Ocean Tower Construction, LLC
12905 Coastal Highway
Ocean City, MD 21842

\$ 5,272.⁰⁰

Ocean Tower Construction, LLC
12905 Coastal Highway
Ocean City, MD 21842
(443)366-5556



BID FORM

***must be signed to be valid**

**Property of Ronald & Cordia Manuel
410 W. Market Street
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: 5272.00
Date Available to Start: t: 3/2/2020

Signature

OLEG SHAKIROV

Typed Name

PRESIDENT

Title

OCEAN TOWER CONSTRUCTION,

Company Name

12905 COASTAL HWY

Address

OCEAN CITY, MD 21842

443-366-5556

Phone Number(s)

128811

MHIC #

Expiration Date

11/30/2020

3



12905 Coastal Highway
Ocean City, MD, 21842
Tel.: 443-366-5556
Fax: 888-959-7850
E-mail: oceantower1@usa.com
www.oceantowerconstruction.com
MHIC # 128811

Date: 02//11/2020

Re: Estimate # 20040

Property RepairAddress:
410 W. Market Street
Berlin Md 21863

Ocean Tower's quote in the amount of \$5,272.00 for the Ronald & Cordia Manuel project encompasses all work items that are called for in the Worcester County scope dated 12/10/19 , page 1, items A. & B.

Worcester County scope takes precedence over Ocean Tower's estimate Ref #20040 of work description should there be any discrepancies of services requested

Estimator/MitigationSpecialist
Ron Hudson

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 Ronald & Cordia Manuel
410 W. Market Street
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 : \$ 5272.00
Date Available To Start: 3/2/2020

Date: 1-31-2020



Signature
OLEG SHAKIROV

Typed Name
PRESIDENT

Title
OCEAN TOWER CONSTRUCTION, LLC

Company Name
12905 COASTAL HWY

Address
OCEAN CITY, MD 21842
443-366-5556

Phone Number(s)
128811 11/30/2020

MHIC # Expiration Date

Ran 443-666-9-~~28023~~ 3273

PROJECT: RONALD & CORDIA MANUEL

DATE: 12-10-2019

ADDRESS: 410 WEST MARKET STREET

SNOW HILL, MD 21863

PHONE: 443-859-7148

SCOPE OF WORK

A: Contractor to obtain all necessary building and plumbing permits. Remove the toilet in each of the hall full bathroom, and the half bathroom. Remove existing finish flooring and underlayment in each bathroom. Remove any water damaged subflooring and install new as necessary. New subflooring is to match existing in height. Install new 1/4" lauan underlayment and builder grade vinyl tile flooring in the half bathroom. Install new underlayment and builder grade floor tile in the hall full bathroom. Floor tile is to match the existing as close as possible. Provide and install a new toilet in each bathroom with new wax ring seals, shut off valves and water supply line. New toilets to meet current plumbing Code requirements. Remove all construction related debris from the property.

PRICE: 3,422.00

B: Remove insulation in the crawlspace that has been compromised by plumbing waste line leaks and or back up. Remove all vapor barrier that has been that has been soiled by leaked waste back up. Perform waste cleanup in area of waste line back up in the crawlspace. Snake and clean out all plumbing waste lines from the toilets through all pipelines in the house and the crawlspace to the street municipality sewer line connection. Install new R-19 Kraft faced fiberglass insulation wher insulation was removed. Install new 6 mil ply vapor barrier on the crawlspace floor where damaged vapor barrier was removed. Ensure heavy overlap at all seams of the vapor barrier. Remove all construction related debris, soiled insulation and vapor barrier.

PRICE: 1850.00

TOTAL PRICE: 5,272.00

SIGNATURE: [Signature]

PRINTED NAME: Ron Hudson

TITLE: Estimator

COMPANY NAME: Ocean Tower Construction

ADDRESS: 12905 Coastal Hwy Ocean City, MD 21812

PROJECT: RONALD & CORDIA MANUEL

DATE: 12-10-2019

ADDRESS: 410 WEST MARKET STREET

SNOW HILL, MD 21863

PHONE: 443-859-7148

PHONE NUMBERS: OFFICE: 443-366-5556 CELL: 443-669-3273

MHIC#: _____ EXPIRATION DATE: _____

DATE OF PROPOSAL: 1/30/2020 completed

We hereby certify that we have reviewed and accept the preceding scope of work as written.

Ronald Manuel 1-10-20

Owner- Ronald Manuel

Date

Cordia Manuel 1-10-20

Owner- Cordia Manuel

Date



12905 Coastal Highway
Ocean City, MD, 21842
Tel.: 443-366-5556
Fax: 888-959-7850
E-mail: oceantower1@usa.com
www.oceantowerconstruction.com
MHIC # 128811

Date: 01/27/2020

Client: Mr. Ronald & Mrs. Cordia Manuel
443-859-7148

Re: Estimate # 20040

Address: 410 W. Market Street
Berlin Md 21863

1. Project: Bathrooms Repairs

✓ Remove and replace toilets both in half bath and full bath. Replacing wax rings feed lines and shut off valves. Remove the tile floor and affected sheathing from the full bath. Remove the vinyl flooring, luan and affected subfloor. Replace the tile floor and sheathing. Place 1/4 cement on replaced subfloor before tile placement. Remove replace and paint baseboard moldings in both bathrooms.
Also using cove to trim out the new flooring. Transition strips to be replaced in both bathrooms after placement of the flooring. Half bath to get floor sheathing, Luan and new vinyl flooring. All debris to be removed and area clean after repairs completed. Note these services include permit fees

Total for this section \$3,422.00

✓ Remove affected insulation and vapor barrier from crawlspace. Perform waste clean up of affected structure and ground area from waste line leakage. (Clean out lines from toilet fixtures to main line) Approximate 20 Lf. Install new R19 faced insulation and 6 mil vapor barrier with at least 8 to 10" overlap. Remove and clean up debris from repairs. Please Note: PPE gear to be worn during crawlspace clean up.

Total for this section \$1,850.00

Price for the work stated above is \$ 5,272.00 and includes labor and materials.

Payment Terms: As written in the Worcester County Housing Program

Need to transfer figures over to there bid proposal

Warranty:

- Ocean Tower Warrants work for 1 year

Note: This estimate is for bidding purposes only and is not an executable contract. Upon acceptance, Ocean Tower will produce a Service Contract along with all Standard Terms and Conditions. Quote is good only if the project gets approved within 30 days from the date of submitting the Proposal. After 30 days, the price for the work stated above may be subject to change (increase).

Terms & Conditions

- a) **Estimate:** This proposal is for bidding purposes only and does not include all applicable Terms and Conditions. Upon acceptance, Ocean Tower will produce an Executable Contract accompanied by an Invoice for Deposit.
- b) **Scope:** Ocean Tower has proposed the above scope for review. Ocean Tower will not be liable for any other commitment, verbal or otherwise if it is not written in the scope.
- c) **Warranty:** All work from Ocean Tower comes with a Workmanship Warranty of 1 Year unless otherwise stated. This is separate from your manufacturer's warranty which carries their own terms and conditions. Documentation for manufacturers warranties are available upon request. Please refer to your estimator for which level of warranty is included. Some manufacturers require additional work and / or fees for their warranties. Unless otherwise stated these are not included in the base bid.
- d) **Payment:** Please review the payment terms proposed. All payments shall be made payable to Ocean Tower Construction LLC and mailed to;
 - i 12905 Coastal Highway
Ocean City MD, 21842
- e) **Permits and Fees:** Ocean Tower shall secure, at Owner's sole cost and expense, any and all permits, licenses and renewals required by a government authority for Ocean Tower's performance of the Work; and, Owner shall secure, at Owner's sole cost and expense, any and all other permits associated with or relating to the construction of the Project.

Ocean Tower Construction LLC

CLIENT

By: _____

Print Name _____

_____, Authorized Representative

Signature _____

Date of Execution: _____

Date of execution _____

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

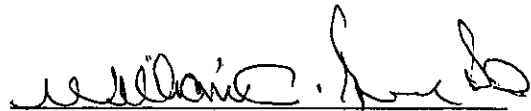
***must be signed to be valid**

**Property of Ronald & Cordia Manuel
410 W. Market Street
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 : \$ 7,700.00
Date Available To Start: 2-24-2020

Date: 2-09-2020



Signature

WILLIAM C. HEARN, JR.

Typed Name

OWNER

Title

SHOREMAN CONSTRUCTION, INC.

Company Name

606 E. PINE STREET

Address

DELMAR, MD 21875

410-896-3200

Phone Number(s)

443-359-0096

MHIC #

5859

Expiration Date

10-11-2021

PROJECT: RONALD & CORDIA MANUEL

DATE: 12-10-2019

ADDRESS: 410 WEST MARKET STREET

SNOW HILL, MD 21863

PHONE: 443-859-7148

SCOPE OF WORK

A: Contractor to obtain all necessary building and plumbing permits. Remove the toilet in each of the hall full bathroom, and the half bathroom. Remove existing finish flooring and underlayment in each bathroom. Remove any water damaged subflooring and install new as necessary. New subflooring is to match existing in height. Install new 1/4" lauan underlayment and builder grade vinyl tile flooring in the half bathroom. Install new underlayment and builder grade floor tile in the hall full bathroom. Floor tile is to match the existing as close as possible. Provide and install a new toilet in each bathroom with new wax ring seals, shut off valves and water supply line. New toilets to meet current plumbing Code requirements. Remove all construction related debris from the property.

PRICE: \$5,800.00

B: Remove insulation in the crawlspace that has been compromised by plumbing waste line leaks and or back up. Remove all vapor barrier that has been that has been soiled by leaked waste back up. Perform waste cleanup in area of waste line back up in the crawlspace. Snake and clean out all plumbing waste lines from the toilets through all pipelines in the house and the crawlspace to the street municipality sewer line connection. Install new R-19 Kraft faced fiberglass insulation wher insulation was removed. Install new 6 mil ply vapor barrier on the crawlspace floor where damaged vapor barrier was removed. Ensure heavy overlap at all seams of the vapor barrier. Remove all construction related debris, soiled insulation and vapor barrier.

PRICE: \$2,100.00

TOTAL PRICE: \$7,900.00

SIGNATURE: 

PRINTED NAME: WILLIAM C. HEARN, JR.

TITLE: OWNER

COMPANY NAME: SHOREMAN CONSTRUCTION CO., INC.

ADDRESS: 606 E. PINE ST.

DELMAR, MD 2075

PROJECT: RONALD & CORDIA MANUEL

DATE: 12-10-2019

ADDRESS: 410 WEST MARKET STREET

SNOW HILL, MD 21863

PHONE: 443-859-7148

PHONE NUMBERS: OFFICE: 410-896-3200 CELL: 443-359-0095

MHIC#: 5859 EXPIRATION DATE: _____

DATE OF PROPOSAL: 2-8-2020

We hereby certify that we have reviewed and accept the preceding scope of work as written.

Ronald Manuel 1-10-20

Owner- Ronald Manuel

Date

Cordia Manuel 1-10-20

Owner- Cordia Manuel

Date



Property of Ronald & Cordia Manuel
410 W. Market Street
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: \$ 9,220.00

Date Available to Start: 2/12/2020

Date: 2/5/2020

[Signature]
Signature

Matthew Stoehr
Typed Name

member, LLC
Title

Poseidon Plumbing and Home Services
Company Name

12637 Sunset Ave #1
Address

Ocean City, MD 21842

410-251-1096
Phone Number(s)

135020 10-12-2021
MHIC License # Expiration Date

12637 Sunset Avenue #1
Ocean City, MD 21842
(410)251-1096

PROJECT: RONALD & CORDIA MANUEL

DATE: 12-10-2019

ADDRESS: 410 WEST MARKET STREET

SNOW HILL, MD 21863

PHONE: 443-859-7148

SCOPE OF WORK

A: Contractor to obtain all necessary building and plumbing permits. Remove the toilet in each of the hall full bathroom, and the half bathroom. Remove existing finish flooring and underlayment in each bathroom. Remove any water damaged subflooring and install new as necessary. New subflooring is to match existing in height. Install new $\frac{1}{4}$ " lauan underlayment and builder grade vinyl tile flooring in the half bathroom. Install new underlayment and builder grade floor tile in the hall full bathroom. Floor tile is to match the existing as close as possible. Provide and install a new toilet in each bathroom with new wax ring seals, shut off valves and water supply line. New toilets to meet current plumbing Code requirements. Remove all construction related debris from the property.

PRICE: 4,720.00

B: Remove insulation in the crawlspace that has been compromised by plumbing waste line leaks and or back up. Remove all vapor barrier that has been that has been soiled by leaked waste back up. Perform waste cleanup in area of waste line back up in the crawlspace. Snake and clean out all plumbing waste lines from the toilets through all pipelines in the house and the crawlspace to the street municipality sewer line connection. Install new R-19 Kraft faced fiberglass insulation wher insulation was removed. Install new 6 mil ply vapor barrier on the crawlspace floor where damaged vapor barrier was removed. Ensure heavy overlap at all seams of the vapor barrier. Remove all construction related debris, soiled insulation and vapor barrier.

PRICE: 4,500.00

TOTAL PRICE: 9,220.00

SIGNATURE: 

PRINTED NAME: Matt Steehr

TITLE: member, LLC

COMPANY NAME: Poseidon Plumbing and Home Services

ADDRESS: 12637 sunset Ave #1

Ocean City, MD 21842

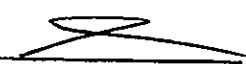
PROJECT: RONALD & CORDIA MANUEL

DATE: 12-10-2019

ADDRESS: 410 WEST MARKET STREET

SNOW HILL, MD 21863

PHONE: 443-859-7148

PHONE NUMBERS: OFFICE: 410-251-1096 CELL: 

MHIC#: 135020

EXPIRATION DATE: 10-12-21

DATE OF PROPOSAL: 2-5-2020

We hereby certify that we have reviewed and accept the preceding scope of work as written.

Ronald Manuel 1-10-20

Owner- Ronald Manuel

Date

Cordia Manuel 1-10-20

Owner- Cordia Manuel

Date



Colossal Contractors, Inc.

4601 Sandy Spring Road Burtonsville, Md 20866 • Tel: 301-476-9060 • Fax: 301-476-9064

www.colossalcontractors.com

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 Ronald & Cordia Manuel
410 W. Market Street
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 : \$ 13,780.00

Date Available To Start: 2 Weeks After Notice to Proceed

Date: 02/07/20



Signature
Juan R. Navarro

Typed Name
President

Title
Colossal Contractors, Inc.

Company Name
4601 Sandy Spring Rd.

Address
Burtonsville, MD 20866

(301) 476- 9060

Phone Number(s)
122805 08-09-2020

MHIC # Expiration Date

PROJECT: RONALD & CORDIA MANUEL

DATE: 12-10-2019

ADDRESS: 410 WEST MARKET STREET

SNOW HILL, MD 21863

PHONE: 443-859-7148

SCOPE OF WORK

A: Contractor to obtain all necessary building and plumbing permits. Remove the toilet in each of the hall full bathroom, and the half bathroom. Remove existing finish flooring and underlayment in each bathroom. Remove any water damaged subflooring and install new as necessary. New subflooring is to match existing in height. Install new 3/4" lauan underlayment and builder grade vinyl tile flooring in the half bathroom. Install new underlayment and builder grade floor tile in the hall full bathroom. Floor tile is to match the existing as close as possible. Provide and install a new toilet in each bathroom with new wax ring seals, shut off valves and water supply line. New toilets to meet current plumbing Code requirements. Remove all construction related debris from the property.

PRICE: \$4,680.00

B: Remove insulation in the crawlspace that has been compromised by plumbing waste line leaks and or back up. Remove all vapor barrier that has been that has been soiled by leaked waste back up. Perform waste cleanup in area of waste line back up in the crawlspace. Snake and clean out all plumbing waste lines from the toilets through all pipelines in the house and the crawlspace to the street municipality sewer line connection. Install new R-19 Kraft faced fiberglass insulation wher insulation was removed. Install new 6 mil ply vapor barrier on the crawlspace floor where damaged vapor barrier was removed. Ensure heavy overlap at all seams of the vapor barrier. Remove all construction related debris, soiled insulation and vapor barrier.

PRICE: \$9,100.00

TOTAL PRICE: \$13,780.00

SIGNATURE: _____

PRINTED NAME: Juan R. Navarro

TITLE: President

COMPANY NAME: Colossal Contractors, Inc.

ADDRESS: 4601 Sandy Spring Road

Burtonsville, MD 20866

PROJECT: RONALD & CORDIA MANUEL

DATE: 12-10-2019

ADDRESS: 410 WEST MARKET STREET

SNOW HILL, MD 21863

PHONE: 443-859-7148

PHONE NUMBERS: OFFICE: (301) 476- 9060

CELL: _____

MHIC#: 122805

EXPIRATION DATE: 08-09-2020

DATE OF PROPOSAL: 02/10/2020

We hereby certify that we have reviewed and accept the preceding scope of work as written.

Ronald Manuel 1-10-20

Owner- Ronald Manuel

Date

Cordia Manuel 1-10-20

Owner- Cordia Manuel

Date

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 Ronald & Cordia Manuel
410 W. Market Street
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 : \$ 14,193.62
Date Available To Start: 2/24/20

Date: 1/31/20


Signature

Jayson Stillman
Typed Name
Estimator/Project Manager

Title
Care Property Services

Company Name
12507 Sunset Ave Unit 33

Address
Ocean City Md 21842

888-243-1936

Phone Number(s)
129327 7/20/21

MHIC # Expiration Date

PROJECT: RONALD & CORDIA MANUEL

DATE: 12-10-2019

ADDRESS: 410 WEST MARKET STREET

SNOW HILL, MD 21863

PHONE: 443-859-7148

SCOPE OF WORK

A: Contractor to obtain all necessary building and plumbing permits. Remove the toilet in each of the hall full bathroom, and the half bathroom. Remove existing finish flooring and underlayment in each bathroom. Remove any water damaged subflooring and install new as necessary. New subflooring is to match existing in height. Install new 3/4" lauan underlayment and builder grade vinyl tile flooring in the half bathroom. Install new underlayment and builder grade floor tile in the hall full bathroom. Floor tile is to match the existing as close as possible. Provide and install a new toilet in each bathroom with new wax ring seals, shut off valves and water supply line. New toilets to meet current plumbing Code requirements. Remove all construction related debris from the property.

PRICE: 8450.55

B: Remove insulation in the crawlspace that has been compromised by plumbing waste line leaks and or back up. Remove all vapor barrier that has been that has been soiled by leaked waste back up. Perform waste cleanup in area of waste line back up in the crawlspace. Snake and clean out all plumbing waste lines from the toilets through all pipelines in the house and the crawlspace to the street municipality sewer line connection. Install new R-19 Kraft faced fiberglass insulation wher insulation was removed. Install new 6 mil ply vapor barrier on the crawlspace floor where damaged vapor barrier was removed. Ensure heavy overlap at all seams of the vapor barrier. Remove all construction related debris, soiled insulation and vapor barrier.

5743.07

PRICE: _____

TOTAL PRICE: 14,193.62

SIGNATURE: _____

PRINTED NAME: Jayson Stillman

TITLE: Estimator/Project manager

COMPANY NAME: Care Property Services

ADDRESS: 12507 Sunset Ave Ocean City Md 21842

PROJECT: RONALD & CORDIA MANUEL

DATE: 12-10-2019

ADDRESS: 410 WEST MARKET STREET

SNOW HILL, MD 21863

PHONE: 443-859-7148

PHONE NUMBERS: OFFICE: 888-243-1936

CELL: 717-688-3496

MHIC#: 129327

EXPIRATION DATE: 7/20/21

DATE OF PROPOSAL: 1/31/20

We hereby certify that we have reviewed and accept the preceding scope of work as written.

Ronald Manuel 1-10-20

Owner- Ronald Manuel

Date

Cordia Manuel 1-10-20

Owner- Cordia Manuel

Date

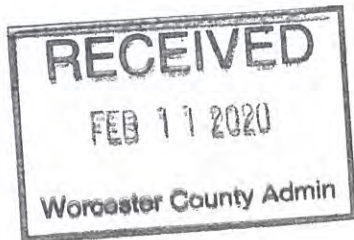


1/3/00

To Whom It May Concern,

Please see attached bid for Ronald and Cordia Manuel located at 410 West Market St Snow Hill Md 21842 in the amount of \$14,193.62. Per Attached Scope of work. Let it be known that while it does not specifically state to address the vanities in both bathrooms the only way to address the affected floor is to remove and replace them as part of this project and that is included in our cost. I did talk to Dave Walter to verify.

Thank you

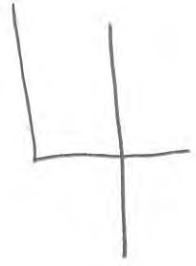
ZONING DIVISION
BUILDING DIVISION
ADMINISTRATIVE DIVISION



DEPARTMENT OF
DEVELOPMENT REVIEW AND PERMITTING

Worchester County

GOVERNMENT CENTER
ONE WEST MARKET STREET, ROOM 1201
SNOW HILL, MARYLAND 21863
TEL: 410.632.1200 / FAX: 410.632.3008
www.co.worcester.md.us/drp/drpindex.htm



DATA RESEARCH DIVISION
CUSTOMER SERVICE DIVISION
TECHNICAL SERVICES DIVISION

Memorandum

To: Worchester County Commissioners
CC: File
From: Jo Ellen Bynum 
Date: 2/11/2020
Re: Worchester County Housing Rehabilitation Program Bid Package

Attached please find a bid package for general rehabilitation work to be performed on a single-family home located in the Pocomoke City area. This project is proposed to be funded through the County's new CDBG grant, MD-20-CD-22. Please review and approve to be placed out for the County's competitive bidding process.

DRAFT

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

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

The projects are proposed to be funded by the Community Development Block Grant (CDBG) Program and are thus subject to all applicable Equal Opportunity and Civil Rights guidelines. **Sealed bids will be accepted until 1:00 p.m. on Monday, March 9, 2020** 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 – March 9, 2020**" in the lower left-hand corner. Bids will be reviewed by staff and awarded by the County Commissioners at a future meeting. In awarding the bids, the Commissioners reserve the right to reject any and all bids, waive formalities, informalities and technicalities therein, and to take whatever bids they determine to be in the best interest of the County considering lowest or best bid, quality of goods and work, time of delivery or completion, responsibility of bidders being considered, previous experience of bidders with County contracts, or any other factors they deem appropriate.

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

WORCESTER COUNTY HOUSING REHABILITATION PROGRAM

GENERAL SPECIFICATIONS

These specifications cover general items of information relating to this bid solicitation. Detailed specifications for the homes to be rehabilitated are attached. Bids will be accepted until 1:00 p.m. on Monday, March 9, 2020 at the Worcester County Commissioners Office, Room 1103, One West Market Street, Snow Hill, Maryland 21863 at which time they will be opened and read aloud. General telephone inquiries may be directed to the County's Housing Consultant, Jo Ellen Bynum, at 410-632-1200, ext. 1171. Questions of a technical nature may be directed to the Program Inspector, Dave Walter, at 410-213-2021. Bids may be mailed or delivered in person. Faxed bids are not acceptable. Bids must be clearly marked "Housing Rehabilitation Bid – March 9, 2020". Each bid must be signed and dated.

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

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

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

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

PROPERTY OF: **Margaret Milbourne**
ADDRESS: **805 Eighth Street**
Pocomoke City, MD 21851
TELEPHONE: **443-513-0452**

TOTAL QUOTE: _____

CONTRACTOR: _____ DATE: _____
NO QUOTATIONS AFTER: 03/09/20

PART ONE: GENERAL CONDITIONS
PART TWO: SCOPE OF WORK

PART ONE – GENERAL CONDITIONS

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

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

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

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

BID FORM

***must be signed to be valid**

**Property of Margaret Milbourne
805 Eighth Street
Pocomoke City, MD 21851**

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 #

Expiration Date

PROJECT: MARGARET MILBOURNE

DATE: 12-10-2019

ADDRESS: 805 EIGHTH STREET

POCOMOKE CITY, MD 21851

PHONE: 443-513-0452

SCOPE OF WORK

A: Contractor to obtain any and all necessary building permits. (Pocomoke City is requiring building and electrical permits for this project). Remove all existing roof shingles, underlayment, flashings, and drip edge. Remove existing gutters and downspouts. Replace any water damaged roof sheathing. Provide and install minimum thirty pound felt paper underlayment. Provide and install new wide white aluminum drip edge. Install ice and water shield at all eaves, rakes, as well as all roof valleys and wall/roof junctions. Provide and install thirty year architectural shingles per manufacturer's installation instructions. Provide and install roof ridge venting with hip and ridge caps as necessary. Provide and install new plumbing vent boots as required. Install aluminum step flashings at chimney. Install new white continuous gutters and downspouts with splash blocks at each downspout.

Remove and haul away all construction related debris

PRICE: _____

B: Remove crawlspace door and install new insulated metal access door. Remove all crawlspace insulation and vapor barrier. Install new R-19 Kraft faced fiberglass batt insulation in all floor joists bays in the crawlspace. Install new 6 mil poly vapor barrier in the crawlspace. Vapor barrier to have a minimum 12 inch overlap at all seams and is to completely cover the crawlspace floor area. Install metal dryer duct from the dryer unit rear connection through the crawlspace and out the exterior wall, terminating in a self closing dryer vent hood. Dryer duct is to be properly supported in the crawlspace.

Remove all construction related debris.

PRICE: _____

C: Install GFCI outlets in the bathroom, kitchen sink area, and at the exterior. Install a bathroom exhaust fan in the bathroom ceiling and vent it to the exterior per current Code. Install State mandated 10 year life, lithium battery smoke detectors in house, including all bedrooms per current Code. If hard wiring all units would require major demolition and repairs, single battery operated units will be acceptable in the bedrooms currently not having hard wired units.

Replace the sliding glass door panel glass that has a failed glazing seal. The new glass is to be safety glass, as well as Low-E, insulated glass. Repair entry steps that are loose and have failed mortar joints.

Remove all construction related debris.

PRICE: _____

TOTAL PRICE: _____

SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

COMPANY NAME: _____

ADDRESS: _____

PHONE NUMBERS: OFFICE: CELL: _____

MHIC#: EXPIRATION DATE: _____

DATE OF PROPOSAL: _____

I have reviewed the above scope of work in its entirety and hereby accept the specifications as written.

Margaret Milbourne

Owner

Date

12/20/19

Bid Submission Checklist

- ☐ Contractor Qualification Form
- ☐ Proof of Liability Insurance and Worker's Compensation
- ☐ Contractor Conflict of Interest Disclosure Form
- ☐ Bid Form- on your company letterhead using Worcester format
- ☐ Scope of Work with Line Item Breakdown- all lines completed and total price
- ☐ Signed Bid Submission Checklist

Signature

Date

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

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

Contractor _____

Address _____

Phone Number _____

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

Insurance Company, Agent, & Coverages: _____

List of Company Officers: _____

List of Licenses Currently Held:

MHIC Number Exp. Date

MBR Number Exp. Date

MDE Lead Cert. Exp. Date

EPA Lead Cert. Exp. Date

Trade References (2)

Name Phone

Name Phone

Client References (2)

Name Phone

Name Phone

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

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

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

_____ Minority Business Enterprise

_____ Women's Business Enterprise

_____ Disadvantaged Business Enterprise

_____ Section 3 Employer

Contractor Conflict of Interest Disclosure

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

1. Are owner(s)/principal(s) ever been an employee, agent, consultant, officer, elected official or appointed official of _____? ☐ Yes ☐ No
If yes, please identify: _____
2. Are owner(s)/principal(s) related (including through marriage or domestic partnership) to an employee, agent, consultant, officer, elected or appointed official of _____? ☐ Yes ☐ No If yes, please identify: _____
3. Do owner(s)/principal(s) have a business or professional relationship with anyone identified under Question #1? ☐ Yes ☐ No
If yes, please identify: _____

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

Signed: _____
Date: _____

Name: _____ (Print)

Signed: _____
Date: _____

Name: _____ (Print)

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

For Grantee Use Only:

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

REHABILITATION

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

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

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

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

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

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

CONTRACTORS

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

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

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

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

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

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

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

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

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

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

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

Ocean Tower Construction, LLC
Oleg Shakirov
12905 Coastal Highway
Ocean City, MD 21842
443-366-5556
oceantower9@usa.com

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

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

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

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

Snow Hill (Main Office)
410-632-1100
Fax 410-632-0906



Worcester County

HEALTH DEPARTMENT

P.O. Box 249 • Snow Hill, Maryland 21863-0249
www.worcesterhealth.org

5

Rebecca L. Jones, RN, BSN, MSN
Health Officer

Harold Higgins, Chief Administrative Officer
Worcester County Commissioners Office
One West Market Street, Room 1103
Snow Hill, MD 21863

January 30, 2020

Re: Request to be on the Commissioners Agenda

Dear Mr. Higgins, *Harold*

Attached is a search agreement for Cambridge Medical Professionals (CMP) to recruit a psychiatrist and/or a psychiatric nurse practitioner for our Behavioral Health program that I would like to execute under county professional services procurement. We currently have a similar agreement with First Choice in Psychiatric Recruitment (FCS) which was approved by the Commissioners in 2014.

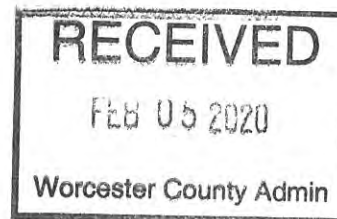
The agreement has been reviewed by both Maureen Howarth and Roscoe Leslie. The search fees will be paid out of health department collections for behavioral health services.

Thank you for your consideration.

Sincerely,

A handwritten signature in blue ink, appearing to read "Rebecca Jones".

Rebecca Jones, RN, BSN, MSN
Health Officer



CC: Kelly Shannahan



CAMBRIDGE MEDICAL PROFESSIONALS

20:29

Michael Trader

Worcester County Health Dept.
6040 Public Landing Rd.
Snow Hill, MD 21863

Dear Michael:

I am enclosing some information about our services for your review and consideration.

As a further introduction, I am the senior executive recruiter specializing **exclusively** in the search and recruitment of **Psychiatrists and Medical Nursing Practitioners** on a national level.

Your firm's obligation to Cambridge Medical Professionals is that we will be paid our customary fee for services as outlined in the enclosed agreements, if you extend an offer of employment to a physician we have referred, and said physician accepts your offer. Candidate credentials will be forwarded to you as soon as we have a signed copy of one of our contracts for our files.

We would like to earn the right to become your Medical Professional recruitment partner. We plan to do this through:

- Effectiveness
- Professionalism
- Ethics
- Competitive pricing

I look forward to talking with you soon!

Sincerely,

Chris Baer
Vice President
Office: (888)345-3595 Ext. 1006
chris.b@cambridgemedpros.com



CAMBRIDGE MEDICAL PROFESSIONALS

Search Agreement

This Agreement is made this day 1/24/2020, between **Cambridge Medical Professionals** (here and after referred to as **CMP**), **Nashville, TN, and Worcester County Health Dept., Snow Hill, MD 21863 (Client)**, for the recruitment of **Psychiatrists and Psychiatric Nurse Practitioners**

THE PARTIES AGREE AS FOLLOWS:

CMP will recruit a **Psychiatrist and/ or Psychiatric Nurse Practitioner**, for **Client** for a fee based on the following fee structure, payable in the following manner:

Psychiatrist - \$26,000.00

Psychiatric Nurse Practitioner - \$ 20,000.00

½ due when Psychiatrist and/ or Psychiatric Nurse Practitioner signs contract to work for the Client.

½ due when Psychiatrist and/ or Psychiatric Nurse Practitioner begins work for Client.

CMP will put forth its best recruitment efforts, including but not limited to: using **Client** information, researching personal industry sources and confidential referrals, cold calling Psychiatrist and/ or Psychiatric Nurse Practitioner in our database, and possibly direct mailing to potential candidates to find Psychiatrist and/ or Psychiatric Nurse Practitioner that meets **Client's** qualifications. **CMP** agrees to provide reports concerning the status of its search activity on a regular basis.

CMP guarantees that each Psychiatrist and/ or Psychiatric Nurse Practitioner placed by **CMP** will work for **Client** for 90 days from start date. If a Psychiatrist and/ or Psychiatric Nurse Practitioner departs the community or otherwise ceases to work for **Client** (for any reason other than lack of work), then **CMP** will recruit a replacement Psychiatrist and/ or Psychiatric Nurse Practitioner at no additional fee. It is the **Client's** responsibility to notify **CMP** in writing within 7 days of last day of employment, should a Psychiatrist and/ or Psychiatric Nurse Practitioner depart within 90 days of employment. **GUARANTEE NOT VALID UNLESS PAYMENTS ARE RECEIVED WITHIN 30 DAYS OF INVOICE DATE.**

Client agrees to establish and provide each Psychiatrist and/ or Psychiatric Nurse Practitioner with a compensation package that is in accordance with the State of Maryland salary scale for such a position, actively cooperate in the recruitment process, (i.e., arrangements for site visits, etc.); all covered expenses will be negotiated and paid according to Maryland State travel regulations. Notify **CMP** immediately if a Psychiatrist and/ or Psychiatric Nurse



CAMBRIDGE MEDICAL PROFESSIONALS

Practitioner presented to Client by CMP has been previously presented to Client. All acceptable expenses incurred by a Psychiatrist and/ or Psychiatric Nurse Practitioner for visits to Client will be reimbursed to the Psychiatrist and/ or Psychiatric Nurse Practitioner by Client. Client agrees to pay all recruitment fees when due.

Client agrees that CMP fee is payable should Client or representative engage such a calling Psychiatrist and/ or Psychiatric Nurse Practitioner for any position within 2 years after our most recent communication relating to such a calling Psychiatrist and/ or Psychiatric Nurse Practitioner; or if Client refers to any other health care facility any calling Psychiatrist and/ or Psychiatric Nurse Practitioner previously presented to Client by CMP.

We conduct reference checks for our own purposes: however, the hiring decision and determination of suitability, reference checking, employment eligibility verification and conditions of employment are ultimately the responsibility of the Client. The furnishing of candidate information by CMP does not imply that the information is totally accurate or that it has been checked by CMP. Clients are requested to independently verify information provided.

CMP conforms to all government Equal Opportunity regulations and does not discriminately select or refer candidates based on race, color, religion, age, sex, national origin, sexual orientation, marital status or handicap. Qualifications and merits are the only factors considered in the screening and referral process. This Agreement is interpreted in accordance to Maryland Law.

This Agreement shall not be amended, except in writing, and signed by both parties. Client may terminate this Agreement for any reason upon 30 days' written notice.

Worcester County Health Dept.
6040 Public Landing Rd.
Snow Hill, MD 21863

(Date) _____

Rebecca Jones, RN,BSN, MSN
Health Officer

Cambridge Medical Professionals,
Nashville, TN

Chris Baer
Vice President
Office: (888)345-3595 Ext. 1006
chris.b@cambridgemedpros.com

OFFICE OF THE STATE'S ATTORNEY FOR WORCESTER COUNTY

Kristin Heiser
State's Attorney



106 Franklin Street
Snow Hill, MD 21863

Circuit Court Division (410) 632-2166
Fax (410) 632-3250
www.worcestersao.com

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

February 5, 2020

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

Dear Commissioners:

I am writing to relay the excellent news that the Office of the State's Attorney has been awarded \$136,600 in grant funding from the Governor's Office of Crime Control and Prevention, to be used for the purchase of a comprehensive case management software system. Thank you for your support of this initiative which will greatly increase the efficiency and effectiveness of my staff.

I have conducted a thorough review of all prosecutor-focused case management software, and have determined that there is only one company that can provide the service we require. After viewing presentations by multiple vendors, Karpel Solutions stands out as the only case management software provider that can interface with MDEC, the electronic filing system we are mandated by the Maryland Judiciary to use. Karpel is used by multiple other jurisdictions within Maryland and has established a proven track record of success in prosecutors' offices.

Based on my extensive research and consultation with various experts, including our IT Director, and because there is only one provider that interfaces with MDEC as mandated by the courts, I am requesting that the standard bidding process be waived with regard to the purchase of this software and that you will vote to approve accepting Karpel Solutions bid of \$136,600. I have reviewed Karpel contracts with other Maryland counties and have found their pricing to be consistent across the board. Additionally, the grant funding will cover the cost of the purchase, implementation, maintenance and staff training on the new software. As a part of my fiscal year 2020 budget, I established a new source of revenue for the County that I expect will cover most of the annual maintenance fees for the program after that time. Of course, I will not purchase anything until the grant funding is officially committed. — See p. 41

Please find enclosed the proposal by Karpel Solutions which outlines the pricing for all aspects of the comprehensive software program. I would be happy to answer any additional questions you may have in support of my request. Thank you for your time and consideration of this matter.

Kind Regards,

Kristin Heiser
State's Attorney for Worcester County

1a

**WORCESTER COUNTY MARYLAND
ATTORNEY'S OFFICE
WORCESTER COUNTY, MD**

CONTRACT FOR



PROSECUTORbyKarpel®



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This agreement between Karpel Computer Systems Inc., a Missouri corporation, doing business as Karpel Solutions (hereinafter referred to as "Karpel Solutions") and County Commissioners of Worcester County, Maryland, a political subdivision of the State of Maryland (hereinafter referred to as "Client") is for the purposes of reviewing this proposal and to enter into this contract including the Master Terms and Conditions set forth below wherein Karpel Solutions agrees to sell licenses for its copyrighted software program known as PROSECUTORbyKarpel® (hereinafter referred to as "PbK").

1. CONFIDENTIALITY STATEMENT

This document is the intellectual property of Karpel Solutions. Client agrees that the information contained within this proposal is proprietary information and that it shall not disclose, reproduce in any format, or use any of the terms, data, or any other material contained herein outside of Worcester County or for any other purposes other than to evaluate this contract. If the Client is required by statute or case law to disclose any information in this agreement, then Client shall notify Karpel Solutions three (3) business days prior to the release. This agreement does not limit Client the right to use information contained within this contract if it is obtained from another source without restriction. Any subsequent revisions, addendums, or amendments to this document shall be covered under the terms of this confidentiality agreement by reference.

2. SCOPE OF WORK

The following Scope of Work represents the services required to reach the proposed solution and a successful project. Karpel Solutions will perform all work in accordance with the descriptions, scopes and specifications hereafter described.

PROSECUTORbyKarpel Implementation Timeline

<u>Deadline</u>	<u>Tasks and deliverables</u>	<u>Days out</u>
February 23, 2020	Final Contract & Implementation Agreement signed. Project Pre-Implementation Meeting scheduled. Minimum Server and Workstation requirements are explained to agency project manager. Server Connection Credentials to the Agency Server are given to Karpel to begin the data extraction. The agency project manager will notify local IT support for remote access credentials and coordinate with local agency IT to provide Karpel with legacy data if a remote extraction is not possible.	120
	Server & PC assessment completed and any necessary hardware or software ordered to meet PBK Installation Prerequisites.	100
	<u>2 days on-site pre-implementation meeting with project manager and System Administrators. PBK Overview WITH the 1st data conversion complete!</u> Project Team is selected including Karpel Staff and Customer System Administrators. (One Customer System Administrator must be a Policy Setting Attorney). This meeting will begin with application overview, legacy data application analysis, enhancement definitions and interface definitions. PBK Pre-load configuration is explained and initial Document Templates are received. Workflow pre-configuration is conducted.	90



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	Teleconference status meeting with Karpel and agency project manager will occur to review progress on hardware/software assessments, finalize pre-implementation meeting timeline agreement.	80
	1st Data Conversion Webinar is reviewed on Karpel servers along with the PBK Pre-load worksheets. Agency Document Templates are received. Data validation spreadsheets will be explained and data validation will begin. System Administrator training begins. Workflow pre-configuration is conducted. System enhancements are completed and demonstrated. Interfaces are reviewed and analyzed to define testing procedures.	60
	Teleconference status meeting with Karpel and agency project manager will occur to review progress and answer additional questions regarding pre-load spreadsheet.	45
	Karpel Support installation and application testing on each workstation should begin at this time. Karpel Solutions or local IT support will schedule workstation application testing and follow Karpel testing procedures to thoroughly test browser functionality, document generation, Outlook Calendaring and email on each workstation.	45
	Online document template conversion review- Customer will review converted templates for accuracy and report any inaccuracies to Karpel over the next two weeks.	40
	The agency project manager will provide Karpel with any additional Legacy Data, additional Legacy Documents and a fully complete PBK Pre-Load Spreadsheet and completed data validation spreadsheets from the first data conversion. The agency project manager will notify agency IT support to coordinate the legacy data upload for final conversion with Karpel.	35
	Training Schedule is completed with assignment of all office staff to specific training sessions. The Policy Setting Attorney must attend the initial Configuration, Case Initiation and Event Entry sessions at a minimum. Training room and equipment are verified.	35
	Teleconference status meeting with Karpel and agency project manager to review current data validations and acceptance testing. Review of timeline to meet scheduled "go live" date.	21
	Complete installation and testing of all workstations by Karpel Solutions or local IT support.	14
	Final teleconference status meeting with Karpel and agency project manager to verify final data accuracy and training area is prepared for scheduled training.	7
	Final Legacy Data received by Karpel.	3
June 22, 2020	Final Data Conversion is loaded. User training continues with remaining office staff (group training). Customer begins using PBK in a live state.	Go Live

This schedule will be modified as mutually agreed upon by Client and Karpel Solutions.

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Document conversion consists of Karpel Solutions converting existing Microsoft Word®, Microsoft Works® and Corel WordPerfect® documents provided by Client up to the time of training as outlined in the Project Timeline listed above into a format that can be utilized by PbK on a best effort basis. Karpel Solutions does not support nor will convert customized macros, auto-text files or other custom programming items not a part of the ordinary functionality of Microsoft Word®, Microsoft Works® and Corel WordPerfect®

Karpel Solutions will provide hosting of PbK subject to the terms and conditions set forth in the HOSTEDbyKarpel Agreement.

3. OTHER INFORMATION

Any additional work requirements outside the scope of this proposal will be presented in the form of a change order and must be approved by client prior to start of such work. No additional charges will be incurred without prior written approval from client.

4. GENERAL CLIENT RESPONSIBILITIES

In order for the project to be completed on time and on budget, Client shall provide at a minimum:

1. Access to client facilities, computers, servers, network infrastructure and software as deemed necessary by the Karpel Solutions project manager.
2. Access to systems and equipment as required by Karpel Solutions including:
 - a. Unlimited access to all PbK production servers, 24 hours a day, 7 days a week for overnight and weekend data conversions
 - b. PbK application access using Karpel Solutions laptops and clients network for training and application testing
 - c. Installation of the Karpel Solutions remote support tool on all desktops executing the PbK application.
3. Access to client data along existing servers and systems containing data if such data is to be converted and populated by Karpel Solutions into PbK.
4. An authorized contact person to assist in the definition of any project unknowns and authorized to approve the completion of each task.

If Client fails to provide the above access and assistance and fails to reasonably cure the access and assistance after 45 days written notice , then the Karpel Solutions support agreement may be rendered null and void.

4.1 CLIENT VALIDATION

Client is responsible for validating their data during the project (if applicable). Validating data is key to a successful implementation. If issues arise with converted data after go-live Karpel will determine if a fix is possible and an additional fee for this work may be presented for this work.



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5. INVESTMENT SUMMARY

Karpel Solutions will perform according to all descriptions, scopes, and specifications herein described, in consideration for payment as set forth below,

Software Products/Licensing	Qty.	Price	Discount	Total
PROSECUTORbyKarpel	22	\$2,250		\$49,500
Total Software				\$49,500

Installation Services	Qty.	Price	Total
Hosted Application Database install/ configuration	1	\$1,000	\$1,000
Client Support Tool/Scanning tool install and system compatibility check	22	\$50	\$1,100
Total Installation Services			\$2,100

Professional Services	Qty.	Price	Total
Project Management		no cost	\$0
Onsite Pre-implementation Meetings (days)	2	\$1,200	\$2,400
Document Conversion (up to 100 documents)	1	\$2,500	\$2,500
Data Conversion - Docuware	1	\$10,000	\$10,000
Data Conversion - Legal Edge	1	\$10,000	\$10,000
Total Professional Services			\$24,900

Onsite Training Services	Qty.	Price	Total
Go-live training days (includes onsite go live support)	5	\$2,400 2 trainers	\$12,000
Total Onsite Training Services			\$12,000

Customization Services*	Qty.	Price	Total
Interface - MDEC	1	10,000	10,000
Total Customization Services			\$10,000

Annual Support and Services	Qty.	Price	Total
PROSECUTORbyKARPEL	22	\$450	\$9,900
eDiscovery	1	\$2,750	\$2,750
Interface Support	1	\$2,000	\$2,000
Hosted Services (per user/per year)	22	\$100	\$2,200
1st Year Annual Support Services			\$16,850
Second Year Annual Support Services			\$16,850

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Estimated Travel Expense

Travel expense includes airfare, lodging, ground transportation and M/I

\$4,400

Total 1st Year Project Cost

\$136,600

Optional/Other Services	Qty.	Price	Total
Document Conversion (per document)	1	\$25	\$25
Post Implementation training -on site (min 1 day)		\$1,200	Plus expenses
Post Implementation training - on-line (min 2 hrs.)		\$300	
Hourly rate for personnel	1	\$150	
Hosting storage-Fee includes 2TB of storage. 3rd TB and subsequent TB is \$100/ month per TB.			

*Interfaces must conform to the appropriate PROSECUTORbyKarpel Information Exchange Package Documentation (IEPD) for that interface. Interfaces that do not conform to the appropriate PROSECUTORbyKarpel IEPD, will require Karpel development review before approval and will incur additional development and maintenance costs.

The stated costs for interfaces include Karpel's development and testing time. There may be an additional cost from the other vendor(s), which is not included within this contract. This fee does not include additional hardware, Microsoft licenses, or networking services that may be necessary to properly and legally operate PbK. Said expenses are the Client's sole responsibility.

On-premises installations will incur an implementation fee of \$25,000. Additionally, there will be a \$5,000 annual maintenance fee for on-going connection maintenance/support of the application and database. Hosted installations will have these fees waived as Karpel will be in control of all the infrastructure and monitoring.

If a scheduled go-live date is changed within 60 days of the set date a 10% (of first year cost) penalty may be issued to cover the costs of booked travel, accommodations and time that may be removed from other current client start dates.

Pricing for Optional Services will remain valid up to 90 days from date of contracting signing. Upon the request to begin an Optional Service, an official notice to begin the service must be received.

Hosted eDiscovery services will be invoiced monthly at the rate of \$1 per submission to the hosted eDiscovery site if Client does not elect the unlimited annual fee option.

Statewide service is a free service provided to all PROSECUTORbyKarpel clients. To activate this service the MOU at Appendix A must be signed separately from the main contract.

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Server installation includes application SQL database and configuration of SQL Server for PbK® and shall be performed by Karpel Solutions due to the complexity of the configuration.

Travel expenses include airfare, lodging, ground transportation and M&IE.

As with any project, all prices are subject to change as new information arises or as workload increases. Karpel Solutions will seek approval from Client if more work will be necessary to make the changes along the way, as described above.

5.1 Payment Terms

Payment schedule to be 100% of Software User Licenses due upon completion of implementation and training.

6. ANNUAL SUPPORT

6.1.1 TECHNICAL SUPPORT FEES

Client understands that technical support fees will be required annually, in order to receive software updates and technical support. The support period shall begin from the date of go-live as part of the initial first year costs. The Client may elect to purchase subsequent annual support, on a yearly basis at a fixed cost, and billed annually as referenced in Section 5 above. The option to purchase annual support is solely at the Client's discretion. The Client's license to use PbK is not dependent upon the Client purchasing annual support; however, if the Client discontinues annual support it will not be provided with updated versions of the software, unless it is purchased. Provided Client's computers, network and systems meet recommended specifications set for by Karpel Solutions and the Client is current with annual support payments then Karpel Solutions shall provide updated versions of their system and/or software as they become available during the terms of the contract. If the option for renewal is exercised, Karpel has the right to increase current pricing.

6.1.2 SUPPORT PROVIDED

Karpel Solutions will provide support (e.g. software updates, general program enhancements and technical support) for all software provided, including ongoing unlimited telephone technical support problem determination, and resolution.

6.1.3 HOURS OF OPERATION

Karpel Solutions will provide technical support Monday through Friday, at a minimum of eight (8) hours a day. Technical support services shall be available between the hours of 7:00 a.m. through 9:00 p.m. Central time, via a toll-free telephone number provided. After-hours support is available as well via the same toll-free number which will reach the on-call support group.



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6.1.4 INCLUDED SUPPORT

Support services include the detection and correction of software errors and the implementation of all PbK program changes, updates and upgrades. Karpel Solutions shall respond to the inquiries regarding the use and functionality of the solution as issues are encountered by Authorized Users. Support to users will be provided through the remote support tool installed on the end user's computer. This tool was installed at the time of go-live allowing Karpel to provide the needed support to meet the service level agreement. If this access is not allowed support will be delayed and the service level agreement (severity levels) are no longer in place.

6.1.5 RESPONSE TIMES

Karpel Solutions shall be responsive and timely to technical support calls/inquires made by the Client. The Client will first make support inquires through their qualified system administrators to assure the policies and business practices of the Client are enforced prior to contacting Karpel Solutions. The timeliness of the response is dependent upon the severity of the issue/support problem, as defined below:

The severity of the issue/support problem shall determine the average problem resolution response time in any calendar month of the contract as follows:*

**If the remote support tool is not installed or available all issues will fall into the general assistance and the severity levels are no longer applicable.*

Severity Level 1 shall be defined as urgent situations, when the Client's production system is down and the Client is unable to use PbK, Karpel Solutions' technical support staff shall accept the Client's call for assistance at the time the Client places the initial call; however, if such staff is not immediately available, Karpel Solutions shall return the customer's call within one (1) business hour. Karpel Solutions shall resolve Severity Level 1 problems as quickly as possible, which on average should not exceed two (2) business days, unless otherwise authorized in writing by the Client.

Severity Level 2 shall be defined as critical software system component(s) that has significant outages and/or failure precluding its successful operation, and possibly endangering the customer's environment. PbK may operate but is severely restricted. Karpel Solutions' technical support staff shall accept the customer's call for assistance at the time the customer places the initial call; however, if such staff is not immediately available, Karpel Solutions shall return the Client's call within four (4) business hours. Karpel Solutions shall resolve Severity Level 2 problems as quickly as possible, which on average should not exceed three (3) business days, unless otherwise authorized in writing by the customer.



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Severity Level 3 shall be defined as a minor problem that exists with PbK but the majority of the functions are still usable and some circumvention may be required to provide service. Karpel Solutions' technical support staff shall accept the Client's call for assistance at the time the customer places the initial call; however, if such staff is not immediately available, Karpel Solutions shall return the Client's call on average no later than the next business day. Karpel Solutions shall resolve Severity Level 3 problems as quickly as possible, which should not exceed the next available release of software, unless otherwise authorized in writing by the Client.

General Assistance: For general software support/helpdesk calls not covered by the above severity level descriptions, Karpel Solutions' technical support staff shall accept the Client's call for assistance at the time the Client places the initial call; however, if such staff is not immediately available, Karpel Solutions shall return the Client's call on average no later than the next business day.

7. LICENSE TERMS AND USE

This software, PbK is a proprietary product of Karpel Solutions. It is licensed (not sold) and is licensed to Client for its use only by the terms set forth below.

1. In consideration of payment of a sublicense fee, Karpel Solutions hereby grants Client a non-exclusive and non-transferable sublicense to use any associated manuals and/or documentation furnished.
2. Client cannot distribute, rent, sublicense or lease the software. A separate license of PbK is required for each user or employee. Each license of PbK may not be shared by more than one full time employee or user (40 hours per week), nor more than two (2) part-time employees or users, working no more than 40 hours per week together. The Client agrees that Karpel Solutions will suffer damages from the Client's breach of this term and further agrees that as such Karpel Solutions shall be entitled to the cost of the license, installation and training costs associated for each violation.
3. License does not transfer any rights to software source codes, unless Karpel Solutions ceases to do business without transferring its duties under this agreement to another qualified software business. Karpel Solutions will, at client's expense, enter into escrow agreement for the storage of the source codes.
3. PbK and its documentation are protected by copyright and trade secret laws. Client may not use, copy, modify, or transfer the software or its documentation, in whole or in part, except as expressly provided for herein. Karpel Solutions retains all rights in any copy, derivative or modification to the software or its documentation no matter by whom made. PbK is licensed for a single installation of one full time employee. A separate license is required for each installation of PbK. Client shall not provide or disclose or otherwise make available PbK or any portion thereof in any form to any third party. Client agrees that unauthorized copying and distribution will cause great damage to Karpel Solutions and this damage is far greater than the value of the copies involved.



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4. PbK was developed exclusively at private expense and is Karpel Solutions' trade secret. For all purposes of the Freedom of Information Act or any other similar statutory right of "open" or public records the Software shall be considered exempt from disclosure. PbK is "commercial computer software" subject to limited utilization "Restricted Rights." PbK, including all copies, is and shall remain proprietary to Karpel Solutions or its licensors.

IN WITNESS WHEREOF, the parties have caused this Agreement subject to the Master Terms and Conditions set forth below to be executed on the date first above written. This proposal is offered as an all-inclusive turnkey solution and, unless noted otherwise, pricing is based on acceptance of both services and licenses. Any changes to this solution may result in additional costs. If not accepted within thirty (30) days, Karpel Solutions reserves the right to withdraw this proposal. Should any adjustments to this proposal become necessary; Karpel Solutions will draft and present a "Change Order" to Client for its review and approval. This offer is entire agreement between the parties, and no oral agreements or other written documents, exclusive of the attached exhibits are part of the agreement. Any modifications of this agreement must be in writing, and prior to acceptance of this offer, Karpel Solutions reserves the right to make modifications to this offer. The signatories warrant they have the authority to bind their respective party.

**County Commissioners of
Worcester County, Maryland**

Karpel Solutions

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date

Mailing Contact:

Initials _____



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Kristin Heiser

Mailing Address:

106 Franklin Street

Snow Hill, MD 21863

Billing Contact:

Billing Address:

Same as above

Agency Project Manager Contact:

Donna Hughes

Phone Number: 410-632-2166

Email Address: dhughes@co.worcester.md.us

Project IT Contact:

Brian Jones

Phone Number: (410) 632-2166

Email Address: bjones@co.worcester.md.us

Initials _____



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8. MASTER TERMS AND CONDITIONS

KARPEL COMPUTER SYSTEMS, INC. (dba "Karpel Solutions"), MASTER TERMS AND CONDITIONS

GENERAL TERMS

1. **ACCEPTANCE TERM.** The proposal attached to these Master Terms and Conditions is tendered for acceptance in its entirety within thirty (30) days from the date of the proposal, after which it is to be considered null and void.
2. **PAYMENT TERMS.** A statement for services rendered will be submitted by Karpel Solutions at the completion of the service. The invoice is payable upon receipt. Terms are Net thirty (30) days. Interest shall be applied at the rate of one and one half percent (1.5%) per month on any amounts not received by Karpel Solutions within the due date.
3. **ASSIGNMENT.** This Agreement will inure to the benefit of and be binding upon Karpel Solutions and Client and Karpel Solutions' respective successors and assigns. Notwithstanding the foregoing, Client may not assign or otherwise transfer this Agreement or Client's rights and obligations under this Agreement without the prior written consent of Karpel Solutions, and any purported assignment or other transfer without such consent will be void and of no force or effect. Karpel Solutions may assign and/or transfer this Agreement or Karpel Solutions' rights and obligations under this Agreement at any time.
4. **MODIFICATION AND WAIVER.** Any modifications of this Agreement must be in writing and signed by both parties. Neither party will be deemed to have waived any of its rights under the Agreement by any statement or representation other than (i) by an Authorized Representative and (ii) in an explicit written waiver. No waiver of a breach of this agreement will constitute a waiver of any prior or subsequent breach of this Agreement.
5. **FORCE MAJEURE.** Neither party shall be deemed in default of this Agreement to the extent that performance of its obligations or attempts to cure any breach thereof are delayed or prevented by reason of any act of God, government, fire, natural disaster, accident, terrorism, network or telecommunication system failure, sabotage or any other cause beyond the control of such party ("Force Majeure"), provided that such party promptly gives the other party written notice of such Force Majeure.
6. **INDEPENDENT CONTRACTORS.** The parties will be deemed to have the status of independent contractors, and nothing in this Agreement will be deemed to place the parties in the relationship of employer-employee, principal-agent, or partners or joint ventures. Neither party has the authority to bind, commit or make any representations, claims or warranties on behalf of the other party without obtaining the other party's prior written approval.
7. **SOFTWARE ANOMALIES.** New commercial software releases or upgrades, or any hardware and/or software owned by or licensed to Client, used in connection with Karpel Solutions services may have



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anomalies, performance or integration issues unknown to Karpel Solutions which can impact the timely, successful implementation of information systems. Karpel Solutions will inform the client promptly if this occurs and will attempt to analyze, correct and/or work around the anomalies or performance issues on a "best effort" basis. Karpel Solutions is not responsible for any delay or inability to complete its services if such anomalies or performance issues occur. Client is responsible for payment for all of Karpel Solutions' services at the rate stated in the proposal whether or not a successful solution is achieved.

8. **SOFTWARE AUDIT.** Client agrees to allow Karpel Solutions the right to audit Client's use of PbK and licenses of PbK upon reasonable notice. Client will reasonably cooperate with the audit, including providing access to any books, computers, records or other information that relate to the use of PbK. Such audit will not unreasonably interfere with Client's activities. In the event that an audit reveals unauthorized use, reproduction, distribution, or other exploitation of PbK, Client will reimburse Karpel Solutions for the reasonable cost of the audit, in addition to such other rights and remedies that Karpel Solutions may have. Karpel Solutions will not conduct an audit more than once per year.
9. **CLIENT ENVIRONMENT.** Client is responsible for the application, operation and management of its information technology environment, including but not limited to: (a) purchasing, licensing and maintaining hardware and software; (b) following appropriate operating procedures; (c) following appropriate protective measures to safeguard the software and data from unauthorized duplication, modification, destruction or disclosure; (d) following adequate backup contingency plans; and (e) employing qualified personnel to obtain the desired results. Karpel is not responsible for the loss of data in PbK or security breaches that result in the unauthorized dissemination of data contained in PbK that is the result of Client not following appropriate operating procedures, security and protective measures and/or following adequate backup contingency plans.
10. **MATERIALS.** Client will pay Karpel Solutions for materials purchased for the client's use. Materials may include computer hardware, software, hosting, facility leases, other services, telecommunications charges, freight, shipping, mailing, document reproduction and any other such costs incurred in performance of services for client. Upon mutual agreement, client will reimburse Karpel Solutions for all out of town travel expenses, such as automobile/airline travel, hotel, meals, and cab fare. Billing for services rendered on-site on an as needed basis will include portal-to-portal time.
11. **TERMINATION.** Either party may terminate the Annual Support portion of this Agreement on thirty (30) days written notice; Karpel will be entitled to a pro rata share of the current year's Annual Support fee.
12. **COPYRIGHT.** Karpel Solutions reserves the right to seek damages if Client is responsible for a subsequent violation of Karpel Solutions' copyright, and Client assumes responsibility for the acts and omissions of its agents acting in the course of their duties or otherwise with respect to the protection of Karpel Solutions' copyright.

LIMITED WARRANTIES, LIMITATION OF LIABILITY, INDEMNIFICATION



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1. **LIMITED WARRANTY.** Karpel Solutions warrants it will perform all services in a professional manner by qualified personnel. Karpel Solutions warrants it has the requisite power and authority to enter into and perform its obligations under this Agreement. Karpel Solutions warrants that the performance by Karpel Solutions of any services described in the Agreement shall be in compliance with all applicable laws, rules and regulations. No representations or warranties as to the use, functionality or operation of PbK are made by Karpel Solutions other than as expressly stated in this Agreement.
2. **INTERNET AND NETWORK.** Karpel Solutions makes PbK available to Client through the Internet and/or Client's own network and systems, to the extent commercially reasonable, and subject to outages, communication and data flow failures, interruptions and delays inherent in the Internet and network communications on the Client's own network and systems. Client recognizes that problems with the Internet, including equipment, software and network failures, impairments or congestion, or the configuration of Client's own computer systems and network, may prevent, interrupt or delay Client's access to PbK. Karpel Solutions is not liable for any delays, interruptions, suspensions or unavailability of PbK attributable to problems with the Internet or the configuration of Client's computer systems or network.
3. **PASSWORD PROTECTION.** Access to PbK is password-protected. Karpel Solutions provides multiple authentication alternatives for access to PbK. KARPEL SOLUTIONS STRONGLY ENCOURAGES THE USE OF STRONG PASSWORD AUTHENTICATION. Karpel Solutions is not responsible for Client's use of the PbK. Only the number of users set forth above may access the Service and Website. Client must inform their users that they are subject to, and must comply with, all of the terms of this Agreement. Client is fully responsible for the activities of Client's employees and authorized agents who access to PbK. Karpel Solutions is not liable for any unauthorized access to PbK and data or information contained therein, including without limitation access caused by failure to protect the login and password information of users.
4. **SYSTEM REQUIREMENTS.** Karpel Solutions provides PbK based upon the system requirements as specified by Karpel Solutions for Client. Karpel Solutions has no liability for any failure of PbK based upon Client's failure to comply with the system requirements of Karpel Solutions.
5. **THIRD PARTY SOFTWARE.** Karpel Solutions makes no express or implied warranties as to the quality of third party software or as to Karpel Solutions' ability to support such software on an on-going basis.
6. **LIMITED ENGAGEMENT.** Due to the limited nature of Karpel Solutions' engagement by client, Karpel Solutions makes no express or implied warranties as to the quality of, or the ability of software developed by Karpel Solutions to operate with, any hardware, network, software, systems and/or external data flows already in place at client's facilities or as may be added by the client.
7. **DISCLAIMER.** THE FOREGOING WARRANTIES ARE EXCLUSIVE AND ARE MADE IN LIEU OF ALL OTHER WARRANTIES, EITHER EXPRESS AND IMPLIED, WHICH ARE HEREBY DISCLAIMED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF NONINFRINGEMENT, TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTIES ARISING OUT OF



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A USE IN TRADE OR COURSE OF DEALING OR PERFORMANCE. KARPEL SOLUTIONS DOES NOT WARRANT (i) THAT ACCESS TO OR USE OF ALL OR ANY PART OF PBK WILL BE CONTINUOUS, ERROR-FREE OR UNINTERRUPTED, (ii) THAT THE RESULTS ARISING OUT OF CLIENT'S USE OF PBK WILL BE ACCURATE, COMPLETE OR ERROR-FREE, OR (iii) THAT THE SERVICE, SOFTWARE, DOCUMENTATION OR WEBSITE WILL MEET CLIENT'S NEEDS.

KARPEL SOLUTIONS EMPLOYEES

Karpel Solutions has spent substantial sums of money and invested large amounts of time in recruiting, supervising and training Karpel Solutions employees. Client further agrees that it has a unique opportunity to evaluate Karpel Solutions employees' performance, and has the potential to hire Karpel Solutions employees, and further agrees that such hiring away would substantially disrupt the essence of Karpel Solutions' business and ability to provide its services for others, and as such Karpel Solutions cannot agree to such a hiring. The Client acknowledges that Karpel Solutions employees work for Karpel Solutions under a non-competition agreement; therefore, Client agrees it shall not solicit for employment or contract as an independent contractor, or otherwise hire or engage a Karpel Solutions employee during the term of this Agreement or for a period of 2 years after the completion/termination of the project, whichever is longer.

CONFIDENTIALITY

1. **CONFIDENTIALITY.** Neither party shall disclose or use any confidential or proprietary information of the other party. The foregoing obligations shall not apply to information which: (i) is or becomes known publicly through no fault of the receiving party; (ii) is learned by the receiving party from a third party entitled to disclose it; or (iii) is already known to the receiving party.
2. **PERSONALLY IDENTIFIABLE INFORMATION.** The parties recognize that certain data Client or Karpel Solutions may use in conjunction with the PbK may be confidential personally identifiable information of third parties. Karpel Solutions shall use all best efforts to protect the confidentiality of personally identifiable information of third parties. Karpel Solutions shall have no liability for disclosure of personally identifiable information caused by Client's own negligence or misconduct.
3. **DISCLOSURE REQUIRED BY LAW.** In the event that any confidential or proprietary information is required to be disclosed pursuant to any law, code, regulation or court order from a court of competent jurisdiction, the receiving party shall give the disclosing party immediate written notice of such requirement and shall use its best efforts to seek or to cooperate with the disclosing party in seeking a protective order with respect to the confidential information requested.
4. **SIMILAR PROGRAMS AND MATERIALS.** Provided Karpel Solutions does not violate the provisions of this section regarding confidentiality, the Agreement shall not preclude Karpel Solutions from developing for itself, or for others, programs or materials which are similar to those produced as a result of services provided to Client.
5. **INJUNCTIVE RELIEF.** Any breach of the confidentiality provisions of this Section will cause irreparable harm to the other party. The parties agree that the non-breaching party may enforce the provisions



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of this Section by seeking an injunction, specific performance, criminal prosecution or other equitable relief without prejudice to any other rights and remedies the non-breaching party may have.

MARKETING

1. Provided Karpel Solutions does not violate the provisions of the foregoing section regarding confidentiality, Karpel Solutions shall have the right to demonstrate for other prospective clients any application developed by Karpel Solutions under this Agreement and shall have the right to include information about any such application in marketing materials and presentations.



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MISCELLANEOUS

1. **ELECTRONIC DOCUMENTS.** To the extent possible, and under the terms required by Client, Client and Karpel Solutions may communicate by electronic means, including but not limited to facsimile documents. Both parties agree that: a signature or an identification code ("USERID") contained in an electronic document is legally sufficient to verify the sender's identity and the document's authenticity; an electronic document that contains a signature or USERID is a signed writing; and that an electronic document, or any computer printout of it, is an original when maintained in the normal course of business.
2. **SEVERABILITY.** If any portion of this Agreement is held to be void, invalid or otherwise unenforceable, in whole or in part, then the remaining portions of the Agreement shall remain in effect. This is the complete and exclusive statement of the Agreement between the parties which supersedes all proposals, oral or written, relating to the subject matter of this Agreement.
3. **ENTIRE AGREEMENT.** This Agreement constitutes the sole agreement between client and Karpel Solutions with respect to the subject matter hereof. It may not be modified or assigned except by written agreement of Client and Karpel Solutions.
4. **NOTICES.** Any notices provided under this Agreement will be in writing in the English language and will be deemed to have been properly given if delivered personally or if sent by (i) a recognized overnight courier, (ii) certified or registered mail, postage prepaid, return receipt requested, or (iii) facsimile, if confirmed by mail. Karpel Solutions' address for such notices is set forth below. Client's address for such notices will be the address on file with Karpel Solutions as provided by Client. Such address or contact information may be revised from time to time by provision of notice as described in this Section. All notices sent by mail will be deemed received on the tenth (10th) business day after deposit in the mail. All notices sent by overnight courier will be deemed given on the next business day after deposit with the overnight courier. All notices sent by facsimile will be deemed given on the next business day after successful transmission.

Karpel Solutions
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St. Louis, MO 62127
(314) 892-6300
mziemianski@karpel.com

Kristin Heiser
106 Franklin Street
Snow Hill, MD 21863
(410) 632-2166
kheiser@co.worcester.md.us



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5. GOVERNING LAW. The parties agree that Maryland law applies to all matters of interpretation of this agreement.

Appendix A

MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND AND KARPEL SOLUTIONS FOR PARTICIPATION IN STATEWIDE DATA SHARING

Parties:

1. The parties to this MOU are Karpel Solutions and Prosecution Offices that are willing to contribute potentially Confidential, Personally Identifiable, Criminal Justice Information to a Statewide Search system for purposes of information sharing with other Prosecution Offices.
2. The parties agree that maximum participation by all Prosecution Offices will strengthen the purposes of this MOU. Accordingly, the parties anticipate and desire that other eligible offices will join this MOU from time to time in the future. A joining agency shall also be considered a party and shall have the same rights, privileges, obligations, and responsibilities as the original parties.

Authority

Each participating Office warrants that it has the legal authority to enter into this MOU and share Confidential Information, Personally Identifiable Information and Criminal Justice Information with each other and with Karpel Solutions for the sole purpose under this MOU for the delivery of a Statewide Search function.

Definitions

Confidential Information - Means information of either Karpel Solutions or Contributing Party which is disclosed under this MOU in oral, written, graphic, machine recognizable, electronic, sample or any other visually perceptible form by one office to the other, and which is



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considered to be proprietary, sensitive, or trade secret by the disclosing party. Confidential Information of Karpel Solutions expressly includes HOSTEDbyKarpel, PROSECUTORbyKarpel, and Statewide Search. The Confidential Information of Contributing Party includes, subject to the limitation below, Personally Identifiable Information and Criminal Justice Information. Confidential Information for purposes of this MOU does not include information with access restricted to certain users or teams within PROSECUTORbyKarpel by the Contributing Party.

Contributing Party - A Prosecuting Attorney's Office that is a party to this MOU.

Criminal Justice Information - Any information collected and retained by each Contributing Party within PROSECUTORbyKarpel and securely cached on HOSTEDbyKarpel for use by Statewide Search. Criminal Justice Information shall be considered Confidential Information. Criminal Justice Information includes limited information regarding defendants, co-defendants, court dates, charges, cases, and law enforcement referrals.

HOSTEDbyKarpel - Application and database delivery platform and website used by PROSECUTORbyKarpel to securely cache Confidential Information, Personally Identifiable Information, and Criminal Justice Information delivered through the Statewide Search function.

Information - Includes Confidential Information, Personally Identifiable Information and Criminal Justice Information.

Personally Identifiable Information - Means any information that may be used to identify specific persons or individuals, which is collected by each Contributing Party for use in conjunction with the use of PROSECUTORbyKarpel and Statewide Search on HOSTEDbyKarpel. Personally Identifiable Information shall be considered Confidential Information. Personally Identifiable Information includes pedigree information used to identify specific persons or individuals and may include but is not limited to date of birth, social security numbers, addresses, and alias names.

PROSECUTORbyKarpel - Means the PROSECUTORbyKarpel criminal case management system and specifically each Contributing Party's licensed copy of PROSECUTORbyKarpel.

Statewide Search - Functionality contained in PROSECUTORbyKarpel that allows each Contributing Party to query or search defendant information, co-defendant information, court dates charge and case information of other Contributing Parties.

Purpose



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The Contributing Parties and Karpel Solutions agree that criminal history and case information currently available through other law enforcement and public portals is inadequate and sometimes incomplete.

The Contributing Parties and Karpel Solutions agree that the sharing of information between each Contributing Party will benefit criminal justice statewide as it will allow for better charging, filing and case disposition decisions.

The purpose of this Memorandum of Understanding (MOU) is to establish permissions and guidelines for the use of Personally Identifiable Information, Confidential Information, and Criminal Justice

Information data the parties agree to share between each other and Karpel Solutions in connection with the Statewide Search function inside PROSECUTORbyKarpel that is housed in a secure database on HOSTEDbyKarpel.

In addition to the permissions and guidelines the purpose of the Statewide Search function is multifold:

1. Defendant information - Provide a mechanism for each Contributing Party to search and view basic defendant pedigree information that is contained in each Contributing Party's installation of PROSECUTORbyKarpel and that is cached in a secure database on HOSTEDbyKarpel accessible only from inside PROSECUTORbyKarpel.
2. Charge and Case information - Provide a mechanism for each Contributing Party to search and view defendant charge, referral and basic case information contained in each Contributing Party's installation of PROSECUTORbyKarpel and that is cached in a secure database on HOSTEDbyKarpel that is accessible only from inside PROSECUTORbyKarpel.

Co-Defendant information - Provide a mechanism for each Contributing Party to search and view co-defendant information and associations that are contained in each Contributing Party's installation of PROSECUTORbyKarpel and that is cached in a secure database on HOSTEDbyKarpel that is accessible only from inside PROSECUTORbyKarpel.

3. Court Dates - provide a mechanism for each Contributing Party to search and view court date information for cases that are contained in each Contributing Party's installation of PROSECUTORbyKarpel and that is cached in a secure database on



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HOSTEDbyKarpelthat is accessible only from inside PROSECUTORbyKarpel.

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Ownership, Entry and Maintenance of Information

1. Each Contributing Party retains sole ownership of, exclusive control over, and sole responsibility over all the information it contributes through Statewide Search including Confidential Information, Personally Identifiable Information and Criminal Justice Information, and may at any time update, correct or delete any information contained in PROSECUTORbyKarpel. Any changes made to Information in PROSECUTORbyKarpel by the Contributing Party will be reflected in the Information shared through Statewide Search. Information shared through Statewide Search cannot be altered by the Contributing Party independent of PROSECUTORbyKarpel. All entries into Statewide Search are clearly delineated to identify the jurisdiction or Contributing Party.
2. Each Contributing Party has the sole responsibility and accountability for ensuring the information it enters into PROSECUTORbyKarpel and subsequently shared through Statewide Search was not obtained in violation of any federal, state, local or tribal law applicable to the Contributing Party.
3. Each Contributing Party has the sole responsibility and accountability for ensuring compliance with all applicable laws, regulations, policies and procedures applicable to the party's entry of information in PROSECUTORbyKarpel that is subsequently shared through Statewide Search and cached by Karpel Solutions on HOSTEDbyKarpel.
4. As information entered into PROSECUTORbyKarpel and subsequently shared through Statewide Search is separately maintained by each Contributing Party in their separate installation of PROSECUTORbyKarpel, and for which each Contributing Party is solely responsible and accountable. Information is not alterable or changeable on in the Statewide Search database in any way by any other Contributing Party.
5. Statewide Search is only populated with loaned information derived from each Contributing Party and is not intended to be an official repository of original records, or to be used as a substitute for one, nor is the information contained in Statewide Search accorded any independent record status. Statewide Search is merely an application to facilitate the sharing of copies of the information outlined above that is contributed from already existing records contained in each Contributing Party's installation of PROSECUTORbyKarpel.
6. Each Contributing Party agrees to treat information shared through Statewide Search,



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including Confidential Information, Personally Identifiable Information, and Criminal Justice Information as confidential to the extent as authorized by law, including the Freedom of Information Act, 5 U.S.C. § 552, the Privacy Act, 5 U.S.C. § 552a, and STATE SUNSHINE LAWS.

Access to and Use of Information

1. Each Contributing Party will contribute Confidential Information, Personally Identifiable Information, and Criminal Justice Information automatically through PROSECUTORbyKarpel. Each Contributing party agrees and permits other Contributing Parties to access and use through the Statewide Search function such Confidential Information, Personally Identifiable Information, and Criminal Justice Information.
2. Each Contributing Party will have access via PROSECUTORbyKarpel through the Statewide Search function to Information securely cached on HOSTEDbyKarpel for use by Statewide Search.
3. Each Contributing Party agrees and understands that cases, persons, and other Information that is given an authorization level by each Contributing Party within PROSECUTORbyKarpel is not subject to dissemination to other Contributing Parties through Statewide Search. Such cases, persons and Information that are assigned specific users or teams (authorizations) through PROSECUTORbyKarpel authorization levels are excluded in Statewide Search results.
4. Prosecution Offices that are not Contributing Parties are not eligible to use Statewide Search function through PROSECUTORbyKarpel and will not have direct access to Statewide Search within PROSECUTORbyKarpel.
5. Each Contributing Party is responsible for providing Internet connectivity to use Statewide Search.
6. Karpel Solutions is responsible for securely caching Information for use by the Statewide Search function. Karpel Solutions houses Information within a secured datacenter that is CJIS compliant and SAS70 audited. Multiple levels of security are in place to access the physical systems along with multiple levels of authentication. All systems are backed up and a copy of those backups is kept in two different locations. Additionally, an outside third-party security audit is performed annually, testing both



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the network and application layers.

7. Karpel Solutions is responsible for providing a secure method of delivery of the Information that is requested through Statewide Search. Karpel Solutions accomplishes this by providing the information in an encrypted stream through SSL (Secure Sockets Layer) that is only accessible by Contributing Parties with the necessary GUID (Globally Unique Identifier) to access such Information.
8. Each Contributing Party has the sole responsibility and accountability for ensuring that the use of the Statewide Search function conforms with laws, regulations, policies and procedures applicable to the Contributing Party.
9. All Contributing Parties and Karpel Solutions agree that any information that is accessed through Statewide Search may only be disseminated only in the furtherance of a legitimate law enforcement investigation or criminal prosecution.
10. Karpel Solutions is allowed to use Statewide Search for demonstration purposes showing only fictitious Information.

Effective Date, Duration, Modification and Termination

1. As among the Contributing Parties and Karpel Solutions, this MOU shall become effective when authorized representatives of each Contributing Party signs it.
2. This MOU shall remain in force for each Contributing Party as long as they continue to use PROSECUTORbyKarpel.
3. This MOU may be modified or altered upon the mutual written consent of the duly authorized representatives of each Contributing Party and Karpel Solutions. However, Karpel Solutions and the Contributing Parties may modify, address and resolve technical and operational details with regards to the functionality of Statewide Search and PROSECUTORbyKarpel that relate to this MOU provided that such does not conflict with this MOU.
4. This MOU may be terminated at any time by the mutual written agreement of the authorized representatives of all the parties. A duly authorized representative of a



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Contributing Party may also terminate participation in the MOU upon thirty (30) day written notice to all other parties. Karpel Solutions may terminate the provision of Statewide Search to the Contributing Parties upon thirty (30) day written notice to all the Contributing Parties. A Contributing Party's participation may also be terminated involuntarily if not in compliance with the terms of this MOU.

5. Upon termination of this MOU, Karpel Solutions agrees to return or destroy all data that is cached on HOSTEDbyKarpel for use by the Statewide Search function.

SO AGREED, the parties below have executed this MOU by the signatures of the authorized representative of the Contributing Party on the dates indicated below.

**County Commissioners for
Worcester County, Maryland**

Karpel Solutions

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date

Initials _____

Statewide Data Sharing Portal Details

When PROSECUTORbyKarpel recognizes identical Persons in the Statewide Data Sharing Portal, the Statewide button will automatically turn blue. Selecting the Statewide button will show the data in the portal as seen below.

Bogus, Charles Robert Jr Gang Member, Violent Criminal, Sex Offender, Strike 3

☐ Entity **Bogus, Charles Robert Jr.** Name: 09-18-1968 DOB: 50 Age: 50 Place of Birth: 919-99-9999 SSN: 81818

☐ Int: 999 Losing His Way Address 1: White Race: Male Sex: 6'02 Height: 195 Weight: 81818

Brady List: Address 2: Black Race: Brown Sex: (555)555-5555 53245243

Unavailable: Saint Louis City MO 63101 State License: CA 19191818238 LPA Class: 665544333

Police: Walmart Employer: WRD-Ward of the Court 07-15-2015

☐ Deceased ☒ Statewide

Person Type: User Fields: Contact Info: Alias: Address Hist: Notes: Authorized: Relations: Schools: Marks/Tattoos: Gangs: Criminal Hist:

Add Case

Defendant	Witness	CoDefendant	Documents	Subscriptions	Finance	Charge	Severity	Status	Stage
Merced	03-01-2012	MSO 2014-05595	047-450571	CR-0632445	Charge	PC 459 - First Degree Burglary, Person Presen...	F	PROBATION	INVEST
Merced	03-01-2012	MSO 2014-05598	047-450424	CR-556677-1	Charge	PC 459 - First Degree Burglary, Person Presen...	F	OPEN	JURYTR
Merced	03-01-2012	MSO 2012-05511	047-449923	AP-654054	Charge	PC 664/PC 220(a)(2) - Assault With Intent To C...	F	CLOSED	FILED
Merced	09-27-2011	MSO 11-8106999	047-428330	CR-35214	Charge	HS 11104(a) - Sale, Transfer And Furnishing A...	F	CLOSED	DISP

Party Search Results

Name	Address	City, State	Race	Sex	Birth Year
Grafton: Bogus, Charly C	P.O. Box 686	North Haverhill, NH	White	Fem...	1959
Carroll: Bogus, Charlene Test	123 Forest dr	Ossipee, NH	White	Fem...	1991
Rockingham: Bogus, Charles James	1313 Main St	Portsmouth, NH	White	Male	1968
Bellows Falls: Bogus, Charles Jimmy	1456 Loser Way	Center Barnstead, NH	White	Male	1966

Jurisdiction	Offense	Report#	File #	Court#	Charge	Status	Stage
Rockingham	09-13-2016 NH-FISH PD-55432	016-066192	CR-12345	Prohibit Device, Fish & Game	CLOSED	Deposed	

Case Information - Bogus, Charles James

File # 015 065192

Report # PD-55432 Status: **CLOSED** Stage: **Disposed**

L.E. Agency: **IRH-Fish and Game** Jurisdiction: **Rockingham**

Assigned: **Karpel Solutions** Defense Attorney: **Lynn Aspy**

Charges: **Co-Defend** Court Dates: **8/16/2006**

CH	Current/Discharge	Type	Class	Disposition	Sentence
1	Prohibit Device, Fish & Game	V		GUILTY-Plea	Home Confinement For Not More Than
2	AFSA - Victim <13	F	A	Dismissed- Bench	
3	AFSA - Victim <13	F	A	Dismissed- Bench	
4	AFSA - Victim <13	F	A	Dismissed- Bench	
5	FSA - Sexual Contact - Victim <13	F	B	Dismissed- Bench	

Exit



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

**WORCESTER COUNTY STATES ATTORNEY'S OFFICE
WORCESTER COUNTY, MD**

**HOSTEDbyKarpel
AGREEMENT FOR**



HOSTEDbyKarpel®

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This agreement between Karpel Computer Systems Inc., a Missouri corporation, doing business as Karpel Solutions (hereinafter referred to as "Karpel Solutions") and County Commissioners of Worcester County, Maryland, a political subdivision of the State of Maryland (hereinafter referred to as "Client") is for the purposes of reviewing this proposal and to enter into the contract below wherein Karpel Solutions agrees to provide internet based software hosting through HOSTEDbyKarpel of the copyrighted software program known as PROSECUTORbyKarpel® that has been licensed to Client.

1. DEFINITIONS

- a. "Confidential Information" means information of either Karpel Solutions or Client which is disclosed under this Agreement in oral, written, graphic, machine recognizable, electronic, sample or any other visually perceptible form by one of us to the other, and which is considered to be proprietary or trade secret by the disclosing party. Confidential Information of Karpel Solutions expressly includes, without limitation, the Software and Documentation. The Confidential Information of Client includes, without limitation, Personally Identifiable Information and Client Content. Confidential Information shall not include information which the party receiving the information can document: (i) was in the possession of or known by it without an obligation of confidentiality prior to receipt of the information, (ii) is or becomes general public knowledge through no act or fault of the party receiving the information, (iii) is or becomes lawfully available to the receiving party from a third party without an obligation of confidentiality, or (iv) is independently developed by the receiving party without the use of any Confidential Information.
- b. "Client Content" means all data, information, documents, and file Client uploads or inputs into PbK on the Service through the website, including, without limitation, Personally Identifiable Information.
- c. "Enhancements" means any specific configurations or customizations to the Software, which Client may request and Karpel Solutions agrees in writing to provide.
- d. "Documentation" means any operating instructions, specifications and other documentation related to the operation, description and function of PbK, the Service or Website provided by Karpel Solutions whether supplied in paper or electronic form.
- e. "Intellectual Property" means any patents, patent applications, copyrights, mask works, trademarks, service marks, trade names, domain names, inventions, improvements (whether patentable or not), trade secrets, Confidential Information, moral rights, and any other intellectual property rights.
- f. "Hosted" or "Hosting" means the act of providing service and access to Client Content by the Internet.
- g. "Personally Identifiable Information" means any information that may be used to identify specific persons or individuals, which is collected by either Karpel Solutions or Client for use in conjunction with the use of PbK or DbK on HOSTEDbyKarpel. Personally Identifiable Information shall be considered Confidential Information.
- h. "PbK" means the PROSECUTORbyKarpel criminal case management system and specifically the Client's licensed copy of PROSECUTORbyKarpel

- i. "DbK" means the DEFENDERbyKarpel public defender case management system and specifically the Client's licensed copy of DEFENDERbyKarpel.
- j. "Service" means the HOSTEDbyKarpel hosting platform provided by Karpel Solutions which allows internet-based hosting of the Client's licensed copy of PbK through the Website.
- k. "Service Level Requirements" means the technical service levels Karpel Solutions shall meet for Services as set forth below in the Service Level Commitments for the delivery of the Services.
- l. "Software" means the Client's licensed copy of the PbK application, and includes any and all updates, enhancements, underlying technology or content, law enforcement transfer interfaces, other Enhancements and any Documentation as may be provided the Client by Karpel Solutions.
- m. "Website" means the content and functionality currently located at the domain www.hostedbykarpel.com on the internet, or any successor or related domain that provides access to the Software and Service

2. FEES AND TERMS

- a. FEES. Client will pay Karpel Solutions \$100 per year for each user that has access to the Software through the Service and Website. A total of twenty-two (22) users of Client are authorized access to the Service under this Agreement and the aggregate document / file storage space for all users included with the hosted fee is two terabytes (2TB) of storage. Additional users can be added at any time by Client at a rate of \$100 per year. If storage exceeds 2TB, any additional storage above 2TB will be billed at a flat rate of \$960 per 1TB, per year with no additional notice provided to the Client. Client will be billed on an annual basis.

Client will pay Karpel Solutions a flat one-time fee of \$1,000.00 for the migration of their PbK licensed copy to the Service accessible through the Website

- b. TERM. The term of this Agreement shall be for (1) year and will begin upon Karpel Solutions' receipt of Client's full payment of the applicable fees for a year. Such term shall automatically renew for subsequent terms of equal length, unless either Karpel Solutions or Client gives notice to the other party thirty (30) days prior to the expiration of the then-current term of intent not to renew. Prior to the expiration of the term, Karpel Solutions will send Client a renewal invoice, which must be paid in full within thirty (30) days from the date of the invoice. Pricing of subsequent annual terms may be subject to change at the sole discretion of Karpel Solutions.
- c. INTEREST AND LATE FEES. Past due accounts will be charged interest on a monthly basis, calculated at one and one-half percent (1.5%) per month of the unpaid balance or the maximum rate allowable by law.

3. SERVICE LEVEL COMMITMENT

- a. **UPTIME.** Karpel Solutions is committed to providing the Software, Website and Service in a consistent and reliable manner. Karpel Solutions will provide the Software, Website and Service to Client with a stated minimum uptime of 99.5% to Client.
- b. **SCHEDULED MAINTENANCE.** Karpel Solutions periodically performs scheduled maintenance including but not limited to outline, preventative or emergency maintenance of the Software, Website, and/or Service. Client understands that schedule maintenance may affect availability of the Service, Website, and/or Software. If schedule maintenance is to be performed Karpel Solutions will provide notice to Client three (3) days prior to the scheduled maintenance. Karpel Solutions will make every effort to schedule maintenance outside of normal business hours of the client between the hours of ten (10) p.m. and five (5) a.m. Central Standard Time.
- c. **DATA RETENTION AND BACKUPS.** As a part of the Service and Website, Karpel Solutions will maintain under this Agreement consistent, regular and validated backup both onsite and offsite of the Client Content, Confidential Information and Software. Backups occur and will be maintained pursuant to Karpel Solutions internal backup policies. Upon written request, Karpel Solutions will make available to Client a copy of Karpel Solutions' current backup policies and procedures.
- d. **AUDITS AND SECURITY.** Karpel Solutions is committed to maintaining the security of Client Content, Confidential Information, and Software on Karpel Solutions' Service and Website. Karpel Solutions will maintain the Software, Website and Service in a secure manner subject to the Customer Obligations outlined below. Karpel Solutions will perform annual security audits of the Website and Service to ensure the integrity and security of the Website and Service. Results of the Audits and Security Policy for Karpel Solutions will be made available to Client upon written request.
- e. **DATA TRANSMISSION.** Karpel Solutions ensures that all data transmitted to and from the Service and Website is transmitted at a minimum level of 128-bit SSL encryption using digital certificates issued by an internationally-recognized domain registrar and certificate authority.
- f. **DATA LOCATION.** Karpel Solutions will maintain the Service, Software, Client Content and Confidential Information of Client in a SAS 70/SSAE 16 certified data facility.

4. CUSTOMER OBLIGATIONS

- a. **PASSWORD PROTECTION.** Access to the Software through the Service and Website is password-protected. Karpel Solutions provides multiple authentication alternatives for access to the Website and Software. KARPel SOLUTIONS STRONGLY ENCOURAGES THE USE OF STRONG PASSWORD AUTHENTICATION. Karpel Solutions is not responsible for Client's use of the Service, Website or Software. Only the number of users set forth above may access the Service and Website. Client must inform their users that they are subject to, and must comply with, all of the terms of this Agreement. Client is fully responsible for the activities of Client's employees and authorized agents who access the Service and Website.

Karpel Solutions is not liable for any unauthorized access to the Service and Website, including without limitation access caused by failure to protect the login and password information of users.

- b. **RESTRICTIONS ON USE.** Client agrees to conduct all activities on the Service and Website in accordance with all applicable laws and regulations. Access to the Service, Website, Software and Documentation must be solely for Client's own internal use. Client may not (and may not allow any third party to) (i) decompile, mirror, translate, disassemble or otherwise reverse engineer any part of the Software, source code, algorithms, or underlying ideas of the Software; (ii) provide, lease, lend, subcontract, sublicense, re-publish or use for timesharing, service bureau or hosting purposes any or all of the Software or Documentation; or (iii) reproduce, modify, copy, distribute, publish, display or create derivative works of any or all of the Software or Documentation or (iv) alter, remove, or obscure any copyright, trademark or other proprietary notices or confidentiality legends on or in the Software or Documentation.
- c. **SUSPENSION.** Karpel Solutions reserves the right to immediately suspend access to Software without notice and at any time that Karpel Solutions suspects or has reason to suspect a security, data breach or if suspension is necessary to protect its rights, Client's rights or the rights of a third party. Karpel Solutions will immediately contact Client upon suspension of the Service and Website.

5. CONFIDENTIALITY

CONFIDENTIALITY. Confidential Information may not be, directly or indirectly, copied, reproduced, or distributed by either party to the Agreement receiving the Confidential Information except to the extent necessary for the receiving party to perform under the terms of this Agreement and only for the sole benefit of the party disclosing the Confidential Information. The party to the Agreement receiving Confidential Information may not, directly or indirectly, sell, license, lease, assign, transfer or disclose the Confidential Information of the disclosing party, except as allowed under the terms of this Agreement or upon written consent of the disclosing party.

- a. **PERSONALLY IDENTIFIABLE INFORMATION.** The parties recognize that certain data Client or Karpel Solutions may use in conjunction with the Software may be confidential Personally Identifiable Information. Karpel Solutions shall use all best efforts to protect the confidentiality of Personally Identifiable Information. Karpel Solutions shall have no liability for disclosure of Personally Identifiable Information caused by Client's own negligence or misconduct.
- b. **DISCLOSURE REQUIRED BY LAW.** In the event that any Confidential Information is required to be disclosed pursuant to any law, code, regulation or court order from a court of competent jurisdiction, the receiving party shall give the disclosing party immediate written notice of such requirement and shall use its best efforts to seek or to cooperate with the disclosing party in seeking a protective order with respect to the Confidential Information requested.
- c. **INJUNCTIVE RELIEF.** Any breach of the confidentiality provisions of this Section will cause irreparable harm to the other party. The parties agree that the non-breaching party may

enforce the provisions of this Section by seeking an injunction, specific performance, criminal prosecution or other equitable relief without prejudice to any other rights and remedies the non-breaching party may have.

6. OWNERSHIP OF INTELLECTUAL PROPERTY

- a. **KARPEL SOLUTIONS OWNERSHIP.** Karpel Solutions retains all right, title and interest in and to the Software, Documentation, Website, Service and related Intellectual Property. Any suggestions, solutions, improvements, corrections or other contributions Client provides regarding the Software, Documentation, Website or Services will become the property of Karpel Solutions and Client hereby assigns all such rights to Karpel Solutions without charge.
- b. **CLIENT OWNERSHIP.** Client retains all rights, title and interest in and to the Client Content, and all related Intellectual Property. Client hereby grants to Karpel Solutions and Karpel Solutions hereby accepts a non-exclusive, non-transferable, worldwide, fully-paid license to use, copy, and modify the Client Content solely to the extent necessary and for the sole purposes of providing access to the Software, Documentation, Website, and Services or otherwise complying with its obligations under this Agreement.

7. WARRANTY

- a. **LIMITED WARRANTY.** Karpel Solutions warrants it will provide the Services and Website in a professional manner by qualified personnel. Karpel Solutions warrants it has the requisite power and authority to enter into and perform its obligations under this Agreement. Karpel Solutions warrants that the performance by Karpel Solutions of any services described in the Agreement shall be in compliance with all applicable laws, rules and regulations. Karpel Solutions warrants it will provide access to and use of the Software, Service and Website in material accordance with the Service Level Commitment outlined above. No representations or warranties as to the use, functionality or operation of the Website, Software, or Service are made by Karpel Solutions other than as expressly stated in this Agreement.
- b. **INTERNET.** Karpel Solutions makes the Website, Software and Services available to Client through the internet to the extent commercially reasonable, and subject to outages, communication and data flow failures, interruptions and delays inherent in Internet communications. Client recognizes that problems with the Internet, including equipment, software and network failures, impairments or congestion, or the configuration of Client's computer systems, may prevent, interrupt or delay Client's access to the Service, Website or Software. Karpel Solutions is not liable for any delays, interruptions, suspensions or unavailability of the Website or Software attributable to problems with the Internet or the configuration of Client's computer systems or network.
- c. **SYSTEM REQUIREMENTS.** Karpel Solutions provides the Services and Website based upon the system requirements as specified by Karpel Solutions for Client. Karpel Solutions has no liability for any failure of the Services or the Software based upon Client's failure to comply with the system requirements of Karpel Solutions.
- d. **WARRANTY LIMITATION.** The warranties set forth in this Agreement do not apply if non-compliance is caused by, or has resulted from (i) Client's failure to use any new or corrected versions of the Software or Documentation made available by Karpel Solutions, (ii) use of the Software or Documentation by Client for any purpose other than that authorized in this Agreement, (iii) use of the Software or Documentation in combination with other software,

data or products that are defective, incompatible with, or not authorized in writing by Karpel Solutions for use with the Software or Documentation, (iv) misuse of the Software or Documentation by, (v) any malfunction of Client's software, hardware, computers, computer-related equipment or network connection, (vi) any modification of the Software not performed by or otherwise authorized by Karpel Solutions in writing, or (vii) an event of Force Majeure.

- e. **DISCLAIMER. THE FOREGOING WARRANTIES ARE EXCLUSIVE AND ARE MADE IN LIEU OF ALL OTHER WARRANTIES, EITHER EXPRESS AND IMPLIED, WHICH ARE HEREBY DISCLAIMED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF NON-INFRINGEMENT, TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTIES ARISING OUT OF A USE IN TRADE OR COURSE OF DEALING OR PERFORMANCE. KARPEL SOLUTIONS DOES NOT WARRANT (i) THAT ACCESS TO OR USE OF ALL OR ANY PART OF THE SERVICE, SOFTWARE, DOCUMENTATION OR WEBSITE WILL BE CONTINUOUS, ERROR-FREE OR UNINTERRUPTED, (ii) THAT THE RESULTS ARISING OUT OF CLIENT'S USE OF THE SOFTWARE, DOCUMENTATION OR WEBSITE WILL BE ACCURATE, COMPLETE OR ERROR-FREE, OR (iii) THAT THE SERVICE, SOFTWARE, DOCUMENTATION OR WEBSITE WILL MEET CLIENT'S NEEDS.**
- f. **EXCLUSIVE REMEDIES.** If the Website, or Services provided under this Agreement does not materially comply with the requirements stated in the Limited Warranty Section outlined above, Karpel Solutions sole obligation shall be to correct or modify the Website or Services, at no additional charge. If Karpel Solutions determines it is unable to correct what is non-conforming, Client's sole remedy will be to receive a refund of the fees paid for the non-conforming or Services, even if such remedy fails of its essential purpose. You may also terminate this Agreement as set forth in the termination provision of this Agreement.

8. LIMITATION OF LIABILITY

KARPEL SOLUTIONS IS NOT RESPONSIBLE FOR ANY LOSS OF DATA, COST OF PROCUREMENT OF SUBSTITUTE GOODS, SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES ARISING OUT OF ANY BREACH OF THIS AGREEMENT, EVEN IF KARPEL SOLUTIONS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION APPLIES TO ALL CAUSES OF ACTION, WHETHER ASSERTED ON THE BASIS OF CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), STATUTE OR OTHERWISE. UNLESS OTHERWISE SPECIFICALLY STATED, ALL REMEDIES AVAILABLE UNDER THIS AGREEMENT AND ALL REMEDIES PROVIDED BY LAW, WILL BE DEEMED CUMULATIVE AND NOT EXCLUSIVE. REGARDLESS OF THE FORM OF ANY CLAIM CLIENT MAY HAVE ARISING UNDER OR RELATING TO THIS AGREEMENT, KARPEL SOLUTIONS LIABILITY FOR ANY DAMAGES SHALL NOT EXCEED THE FEES CLIENT HAS PAID TO KARPEL SOLUTIONS PURSUANT TO THIS AGREEMENT IN THE PRIOR TWELVE (12) MONTHS.

9. INDEMNIFICATION

- a. **CLIENT'S INDEMNIFICATION.** To the extent allowed by law, Client will indemnify, defend, and hold harmless Karpel Solutions from and against any and all liability, damage, loss or expense (including reasonable attorneys' fees) arising out of (i) any claim, demand, action or proceeding, statutory or otherwise, based on allegations arising as a result of use of the

Website, Software, Documentation or Services in a manner not expressly described or permitted by this Agreement, (ii) use of the Website, Software, Documentation or Services in any unlawful manner or for any unlawful purpose, (iii) Karpel Solutions' use of Client Content that infringes any third party Intellectual Property, or (iv) Karpel Solutions' use of Client Content as permitted by this Agreement that violates the privacy rights or the rights to Personally Identifiable Information of a third party.

- b. **KARPEL SOLUTIONS' INDEMNIFICATION.** Karpel Solutions will at its own expense (including payment of attorneys' fees) defend Client in the event that any suit is brought against Client based on a claim that the Software directly infringes any valid U.S. Intellectual Property right and shall indemnify Client from any amounts assessed against Client in a resulting judgment or settlement of such claims. Karpel Solutions will not be liable for any cost or expense of defense Client incurs in connection with any such suit or claim, without Karpel Solutions' prior and specific authorization and consent.

Notwithstanding the foregoing, Karpel Solutions has no obligations under this Section in the event any infringement claim is solely or in part based upon or arising out of any modification or alteration to the Software not made by Karpel Solutions, (ii) any combination or use of the Software with products, hardware or services not supplied by Karpel Solutions or approved in writing by Karpel Solutions in advance of such combination, (iii) Client's continuance of allegedly infringing activity after being notified of such activity, or after being informed of modifications that would have avoided the alleged infringement, (iv) Client's failure to use corrections or enhancements made available by Karpel Solutions, (v) use of the Software not in accordance with the applicable Documentation or outside the scope of this Agreement, or (vi) the use of the Software in a manner for which it was neither designed nor contemplated.

Karpel Solutions' aggregate liability and obligation under this Section will be will not exceed the fees Client has paid to Karpel Solutions under this Agreement in the previous twelve (12) months. The foregoing remedies constitute Client's sole and exclusive remedies, and Karpel Solutions' entire liability and obligation, with respect to any suit or claim for infringement or misappropriation of third-party Intellectual Property or other right by the license and/or use of the Software.

- c. **NOTIFICATION.** The indemnification obligations set forth above will apply only if and to the extent (i) the indemnified party gives prompt written notice to the indemnifying party of the assertion of any such claims, demands, action or proceeding, (ii) the indemnifying party has the right to select counsel and control the defense and all negotiations for settlement thereof and (iii) the indemnified party provides all reasonable information, assistance and cooperation required to defend such claim, demand, action or proceeding. The indemnifying party shall not settle or dispose of any such claim, demand, action or proceeding without written notification to the indemnified party provided the settlement or disposal materially adversely impacts the indemnified party.

10. TERMINATION

- a. **TERMINATION.** Either party may terminate this Agreement on thirty (30) days written notice. Either party may immediately terminate this Agreement in the event the other party (i) files for, or has filed against it, a bankruptcy petition, and such petition is not dismissed within sixty (60) days of the filing date; or (ii) ceases to conduct business in the normal

course, (iii) makes an assignment for the benefit of its creditors, (iv) is liquidated or otherwise dissolved, (v) becomes insolvent or unable to pay its debts in the normal course, or (vi) has a receiver, trustee or custodian appointed for it.

- b. **RIGHTS AFTER EXPIRATION OR TERMINATION.** Upon expiration or termination of this Agreement, Karpel Solutions will immediately terminate Client's access to and use of the Website, Documentation, and Services. Upon expiration or termination of this Agreement, each party shall immediately cease to make use of any Confidential Information received from the other party. Within thirty (30) days of written request following termination or expiration of this Agreement, Karpel Solutions shall coordinate with Client a mutual agreeable manner for the return of Client Content and Confidential Information obtained or shared during the course of the Agreement. Client understands that upon any termination or expiration of this Agreement, Client must return to Karpel Solutions (or destroy and certify such destruction in writing) any Documentation or other materials provided by Karpel Solutions, whether in written or electronic form, regarding the Website, Software or Services provided under this Agreement. Termination is not an exclusive remedy.

11. GENERAL PROVISIONS

- a. **ASSIGNMENT.** This Agreement will inure to the benefit of and be binding upon Karpel Solutions and Client and Karpel Solutions' respective successors and assigns. Notwithstanding the foregoing, Client may not assign or otherwise transfer this Agreement or Client's rights and obligations under this Agreement without the prior written consent of Karpel Solutions, and any purported assignment or other transfer without such consent will be void and of no force or effect. Karpel Solutions may assign and /or transfer this Agreement or Karpel Solutions' rights and obligations under this Agreement at any time.
- b. **MODIFICATION AND WAIVER; SEVERABILITY.** Any modifications of this Agreement must be in writing and signed by both parties. A waiver by either party of a term or condition will not be deemed a waiver of any other or subsequent term or condition. Should any court of competent jurisdiction determine that any term or provision of this Agreement is unenforceable, or otherwise invalid, the offending term or provision will be modified to the minimum extent necessary to render it enforceable. If such modification is not possible, the term or provision will be severed from this Agreement with the remaining terms to be enforced to the fullest extent possible under the law.
- c. **FORCE MAJEURE.** Except for a party's payment obligations hereunder, neither party shall be deemed in default of this Agreement to the extent that performance of its obligations or attempts to cure any breach thereof are delay or prevented by reason of any act of God, government, fire, natural disaster, accident, terrorism, network or telecommunication system failure, sabotage or any other cause beyond the control of such party ("Force Majeure"), provided that such party promptly gives the other party written notice of such Force Majeure.
- d. **INDEPENDENT CONTRACTORS.** The parties will be deemed to have the status of independent contractors, and nothing in this Agreement will be deemed to place the parties in the relationship of employer-employee, principal-agent, or partners or joint ventures. Neither party has the authority to bind, commit or make any representations, claims or

warranties on behalf of the other party without obtaining the other party's prior written approval.

- e. NOTICES. Any notices provided under this Agreement will be in writing in the English language and will be deemed to have been properly given if delivered personally or if sent by (i) a recognized overnight courier, (ii) certified or registered mail, postage prepaid, return receipt requested, or (iii) facsimile, if confirmed by mail. Karpel Solutions' address for such notices is set forth below. Client's address for such notices will be the address on file with Karpel Solutions as provided by Client. Such address or contact information may be revised from time to time by provision of notice as described in this Section. All notices sent by mail will be deemed received on the tenth (10th) business day after deposit in the mail. All notices sent by overnight courier will be deemed given on the next business day after deposit with the overnight courier. All notices sent by facsimile will be deemed given on the next business day after successful transmission.

Karpel Solutions
9717 Landmark Parkway, Suite 200
St. Louis, MO 63127
(314) 892-6300
mziemianski@karpel.com

Kristin Heiser
106 Franklin Street
Snow Hill, MD 21863
(410) 632-2166
kheiser@co.worcester.md.us

- f. GOVERNING LAW AND DISPUTE RESOLUTION. This Agreement is to be construed and governed by the laws of the United States and the State of Maryland, without regard to conflict of law's provisions. Any dispute arising out of or in connection with this Agreement, which cannot be settled amicably between the parties must be brought exclusively in the appropriate court located in Maryland, and Client expressly waives any and all objections regarding jurisdiction and forum non conviens.

12. ENTIRE AGREEMENT

By signing below, Client hereby agrees to the above Agreement. This document constitutes the entire agreement between Client and Karpel Solutions with respect to the subject matter discussed above. Any waiver of any provision of this Agreement will be effective only if in writing and signed by Karpel Solutions. This Agreement supersedes and replaces all prior or contemporaneous understandings or agreements, written or oral, regarding this subject matter. This Agreement will inure to the benefit of Karpel Solutions successors, assigns and licensees.

**County Commissioners of
Worcester County, Maryland**

Karpel Solutions

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date

Initials _____

Page 11 of 12

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GOVERNOR'S COORDINATING OFFICES

COMMUNITY INITIATIVES • SERVICE & VOLUNTEERISM • PERFORMANCE IMPROVEMENT
CRIME CONTROL & PREVENTION • SMALL, MINORITY & WOMEN BUSINESS AFFAIRS
CHILDREN • DEAF & HARD OF HEARING

February 12, 2020

The Honorable Kristin Heiser
State's Attorney
Worcester County Board of County Commissioners
The William G. Kerbin, Jr. Building
106 Franklin Street
Snow Hill, MD 21863

RE: PIGF-2020-0003

Dear State's Attorney Heiser:

I am pleased to inform you that your grant application entitled, "**Data Driven Approaches to Enhance LEAD (Law Enforcement Assisted Diversion)**," in the amount of \$136,600.00 has received approval under the PERFORMANCE INCENTIVE GRANT FUND (AKA JUSTICE REINVESTMENT FUND) program. Joseph M. Mitrecic has received the grant award packet containing information and forms necessary to initiate the project.

Enclosed are the Notification of Project Commencement, Special Conditions, programmatic forms, and Budget Notice. The General Conditions for all of our awards are also located online, at www.goccp.maryland.gov. A copy of the grant award letter is also included.

It is essential, as the project director, that you submit the **Notification of Project Commencement** to indicate the starting date of your project **within 30 calendar days** after receiving your grant award packet. **No financial forms can or will be processed** unless the Notification of Project Commencement has been signed and uploaded to the Grants Management System.

Please be sure to review the grant award. As the project director you are responsible for the operation, administration, and the completion of the forms necessary to initiate and report project activities and comply with the special conditions. It is important that you understand all the Special Conditions attached to this award, as they are specific to your funding source. One General Condition that must be emphasized is that none of the principal activities of the project may be sub-awarded to another organization without written prior approval by the Governor's Office of Crime Control and Prevention.

Sample copies of your programmatic reporting questions are included with this award package, but you are required to complete **all** reporting electronically, using our web-based Grants Management System (GMS, https://grants.goccp.maryland.gov/BLIS_GOCCP). Training videos and a downloadable GMS user's guide are available online at www.goccp.maryland.gov.

Electronic programmatic reports must be submitted within 15 calendar days after the end of each quarter. Electronic financial reports must be submitted within 30 calendar days after the end of each quarter. Submitted reports that have not yet been approved may be sent back to you electronically for edits if requested.

Approved electronic financial reports may only be revised manually, not electronically, by submitting a revised financial report as a paper hard copy or a scan of the paper document. Revisions are allowed to be submitted up to 60 days after the end date of each quarter. These revisions are only accepted if the initial quarterly report was submitted within the mandatory time frame noted above.

Any request for changes or modifications to the project as awarded must be made online using the Grants Management System.

If the purchase of furniture/equipment is part of this grant project and you are a governmental agency, it is required that such purchases are made by competitive bid or through your approved governmental procurement process and that inventory records be maintained.

Should you have any questions or need any clarification regarding this award, **please have your award number when you call** so that you can be referred to the appropriate program manager (**Jacqueline Adams**) or fiscal team member (**Courtney Thomas**). This will enable us to provide you with technical assistance and information in a timely manner.

Sincerely,

Jacqueline Adams

Funding Manager

cc: Mr. Joseph M. Mitrecic



Governor's Office of Crime Control and Prevention



Control Number:

38681

Regional Monitor:

Adams, Jacqueline

Fiscal Specialist:

Thomas, Courtney

Notification of Project Commencement

Grant Award Number: PIGF-2020-0003

Sub-recipient: Worcester County Board of County Commissioners

Project Title: Data Driven Approaches to Enhance LEAD (Law Enforcement Assisted Diversion)

Implementing Agency: Worcester County State's Attorney's Office

Award Period: 01/01/2020 - 06/30/2020

CFDA: State

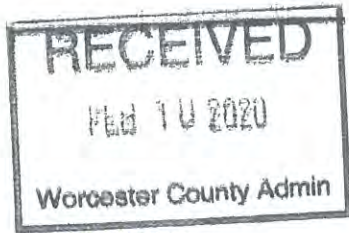
The verification section of this form must be completed. Additionally, this form must be signed by the project director and submitted through the Grants Management System within thirty (30) calendar days after receiving your grant award packet.

No Requests for Funds will be processed until this Notification of Project Commencement has been signed and received.

Authorized Official:	Mitrecic, Joseph M. jmitrecic@co.worcester.md.us Worcester County Board of County Commissioners County Government Center Room 1103 One West Market Street Snow Hill, MD 21863-410-632-1194	President FAX: 410-632-3131
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Project Director:	Heiser, Kristin kheiser@co.worcester.md.us Worcester County State's Attorney's Office The William G. Kerbin, Jr. Building 106 Franklin Street Snow Hill, MD 21863-1076 410-632-2166	State's Attorney FAX: 410-632-3250
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Fiscal Officer:	Reynolds, Kimberly kreynolds@co.worcester.md.us Worcester County Board of County Commissioners County Government Center Room 1103 One West Market Street Snow Hill, MD 21863-410-632-1194	Budget Accountant FAX: 410-632-3131
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DONNA J. BOUNDS
WARDEN



Worcester County Jail

P.O. BOX 189
SNOW HILL, MARYLAND
21863

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



QUINTIN L. DENNIS
SECURITY

FULTON W. HOLLAND JR.
CLASSIFICATION

February 10, 2020

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

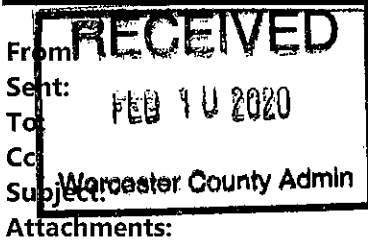
Mr. Higgins,

I am submitting this letter and including the documentation I have received regarding the amendment to the current ICE contract signed in March of 2011 by Warden Ira F. Shockley. The changes to the contract will move the Worcester County Jail from the National Detention Standards 2000 to the current National Detention Standards 2019 for the custody and care of the ICE detainees. The Worcester County Jail Policy and Procedure will be updated to meet the National Detention Standards 2019. At this time the current rate of reimbursement of \$87.11 will remain the same. I recommend the amendment be signed and returned to ICE to continue with the contract. Please contact me if you have any questions.

Sincerely,

Warden Donna J. Bounds, Warden
Worcester County Jail

Donna Bounds



From: Worcester County Admin
Sent: FEB 10 2020
To:
Cc:
Subject:
Attachments:

Odhiambo, Pamela <Pamela.Odhiambo@ice.dhs.gov>
Wednesday, February 5, 2020 8:45 AM
Laura H. Puckett; Donna Bounds
Davis, Beth; Jones, Dionne K
Changes to Agreement # DROIGSA-08-0006
Attachment 2_RPA Contract Requirement 01-13-20.docx; Attachment 3_RPA Detention-
Transportation Invoice TEMPLATE_01.13.2020.xlsm; Attachment 4_BSTI Contract
Language for current and future work 1-13-2020.docx; Attachment 5_ICE BSTI Email
Submission Form.xlsx; Attachment 6_Wage Determination.pdf; Attachment 1
_DROIGSA-08-0006 IGSA.pdf; DROIGSA-08-0006_P00009.pdf

Good morning,

ICE has modified the agreement between Worcester County and ICE to :

1. Change the standards from NDS 2000 to NDS 2019. <https://www.ice.gov/detention-standards/2019>
2. Incorporate the Robotics Process Automation (RPA) (description in the 2nd attachment), along with the RPA Detention-Transportation Invoice Template (3rd attachment).
3. Incorporate the Bed Space Tracking Initiative (BSTI) (description in the 4th attachment), along with the ICE BSTI Email Submission Form (5th attachment)
4. Incorporate the latest updated Wage Determination

Please review the modification and the attachments and let us know if you have any questions.

If not ,please sign the modification under blocks 15a-c and send a copy back to me.

Thanks

Pamela W. Odhiambo
Contract Specialist
DHS/ICE/ Office of Acquisition Management (OAQ) Detention Compliance and Removals (DCR)
Phone: (202) 732-2509
Pamela.odhiambo@ice.dhs.gov

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. P00009		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO.	
6. ISSUED BY ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street, NW Suite 930 WASHINGTON DC 20536		CODE ICE/DCR		5. PROJECT NO. (If applicable)	
7. ADMINISTERED BY (If other than Item 6) ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, suite 930 Washington DC 20536		CODE ICE/DCR			
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) WORCESTER COUNTY OF WORCESTER COUNTY GOVERNMENT ONE WEST MARKET ST ROOM 1103 SNOW HILL MD 218631072		(x)		9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
		X		10A. MODIFICATION OF CONTRACT/ORDER NO. DROIGSA-08-0006/	
				10B. DATED (SEE ITEM 13) 11/20/2008	
CODE 1011193990000		FACILITY CODE			

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 9 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) Mutual Agreement of Parties

E. IMPORTANT: Contractor ☐ is not. ☒ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

DUNS Number: 101119399

CONTACT INFORMATION

Program Office/Contracting Officer's Representative (COR): Dionne Jones-Jerry,
410-637-4160, Dionne.K.Jones-Jerry@ice.dhs.gov

Contracting Officer: Beth Davis, 202-732-2741, Beth.Davis@ice.dhs.gov

Contract Specialist: Pamela Odhiambo, 202-732-2509, Pamela.Odhiambo@ice.dhs.gov

The purpose of this modification is to:

1) Change the standards from NDS 2000 to NDS 2019.

<https://www.ice.gov/detention-standards/2019>

2) Incorporate the Robotics Process Automation (RPA) (description in the 2nd attachment),

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) BETH DAVIS	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA (Signature of Contracting Officer)	16C. DATE SIGNED

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DROIGSA-08-0006//P00009

PAGE OF
2 2

NAME OF OFFEROR OR CONTRACTOR
WORCESTER COUNTY OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>along with the RPA Detention-Transportation Invoice Template (3rd attachment).</p> <p>3) Incorporate the Bed Space Tracking Initiative (BSTI) (description in the 4th attachment), along with the ICE BSTI Email Submission Form (5th attachment).</p> <p>4) Incorporate Wage Determination # 2015-4272 Rev 12 dated 12/23/2019</p> <p>Attachments:</p> <p>Attachment 1_Updated DROIGSA-08-0006</p> <p>Attachment 2_obotics Process Automation (RPA)</p> <p>Attachment 3_RPA Detention-Transportation Invoice Template</p> <p>Attachment 4_Bed Space Tracking Initiative (BSTI)</p> <p>Attachment 5_ICE BSTI Email Submission Form</p> <p>Attachment 6_Wage Determination #</p> <p>All other terms and conditions remain the same.</p>				

Robotics Process Automation (RPA) Contract Requirement

The Detention Facility Robotics Process Automation (RPA) process requires that bed space and transportation invoice costs and supporting documentation be recorded utilizing the Detention-Transportation Invoice Template (attached) and that all Templates must be submitted to both the ERO Field Office Contract Officer Representative (COR) and the ERO RPA Team Mailbox along with the monthly invoices. This invoice template should be completed in its entirety in the established format (template included in this modification) to include, but not limited to, the following: (1) Vendor Reference information including Bed Space Rate Breakdown, Invoice Date Range, Transportation Cost Breakdown; (2) Bed Space data including Detainee Names and corresponding Alien Numbers (A#); (3) Detainees Transported data including: Detainee Names, corresponding Alien Numbers, Category and Mission #, Mission Data including Mandatory Fields and Additional Mission Expenses corresponding to GSA and contract rates, as applicable and allowed. Invoice updates may be requested by the COR and will require timely resubmission to the COR and the ERO RPA Team Mailbox. The Government reserves the right to update the detention facility invoice process, templates or other related documents, in order to fix issues, expand capabilities, and improve performance of the reconciliation process.

Bed Space Tracking Initiative (BSTI) Contract Requirement

The Custody Management – ServiceNow platform portal (Custody SNOW) is a consolidated portal that will enable ICE to meet detention facility reporting requirements. Effective February 18, 2020, detention facilities are required to complete the attached template and submit it twice daily via e-mail to BSTI@ice.dhs.gov at 9:00am EST and 4:00pm EST. In the future, the data platform may include, but not limited to, the Bed Space Tracking Initiative (BSTI), Segregation Management Reporting System (SMRS), Prison Rape Elimination Act (PREA) and Sexual Abuse and Assault Prevention and Intervention (SAAPI) compliance, national detention standards compliance, as well as other detention-related compliance and initiative reports being developed by ICE. Applicable submission forms and reporting templates will be made available to the detention facilities via email, the Custody SNOW portal or other electronically transmitted medium of the governments choice. Data input may be required on an as-required basis, such as, per incident or an established reporting time of day requirement, based on the specific subject, and as required under applicable Federal law, ICE policies, and/or program procedures. The Government reserves the right to update the Custody SNOW portal and associated forms, user access, and submission process for uploading the required data to correct issues, expand capabilities, and improve performance of the system.

DROIGSA-08-0006
INTER-GOVERNMENTAL SERVICE AGREEMENT
BETWEEN THE
UNITED STATES DEPARTMENT OF HOMELAND SECURITY
U.S. IMMIGRATION AND CUSTOMS ENFORCEMENT
OFFICE OF DETENTION AND REMOVAL
AND
WORCESTER COUNTY

This Inter-Governmental Service Agreement ("Agreement") is entered into between United States Department of Homeland Security Immigration and Customs Enforcement ("ICE"), and Worcester County ("Service Provider") for the detention and care of aliens ("detainees"). The term "Parties" is used in this Agreement to refer jointly to ICE and the Service Provider.

FACILITY LOCATION:

The Service Provider shall provide detention services for detainees at the following institution(s):

Worcester County Jail
5022 Joyner Road
Snow Hill, Md. 21863

INTERGOVERNMENTAL SERVICE AGREEMENT

- ATTACHMENT 1- Title 29, Part 4 Labor Standards for Federal Service Contract Clause
- ATTACHMENT 2 - Wage Determination Number 2007-0576 Dated 10/30/2007

IN WITNESS WHEREOF, the undersigned, duly authorized officers, have subscribed their names on behalf of the Worcester County and Department of Homeland Security, U.S. Immigration and Customs Enforcement.

ACCEPTED:

U.S. Immigration and Customs Enforcement

Jerald Neveleff
Contracting Officer

By: [Signature]

Date: 09 Sept 2008

ACCEPTED:

Worcester County

Ira Shockley
Warden

By: [Signature]

Date: 9/3/08

Article I. Purpose

- A. Purpose: The purpose of this Intergovernmental Service Agreement (IGSA) is to establish an Agreement between ICE and the Service Provider for the detention, and care of persons detained under the authority of the Immigration and Nationality Act, as amended. All persons in the custody of ICE are "Administrative Detainees". This term recognizes that ICE detainees are not charged with criminal violations and are only held in custody to assure their presence throughout the administrative hearing process and to assure their presence for removal from the United States pursuant to a lawful final order by the Immigration Court, the Board of Immigration Appeals or other Federal judicial body.
- B. Responsibilities: This Agreement sets forth the responsibilities of ICE and the Service Provider. The Agreement states the services the Service Provider shall perform satisfactorily to receive payment from ICE at the rate prescribed in Article I, C.
- C. Guidance: This is a fixed rate agreement, not a cost reimbursable agreement, with respect to the detainee day rate. The detainee day rate is ~~\$74.67~~ \$87.11. ICE shall be responsible for reviewing and approving the costs associated with this Agreement and subsequent modifications utilizing all applicable federal procurement laws, regulations and standards in arriving at the detainee day rate.

Article II. General

- A. Funding: The obligation of ICE to make payments to the Service Provider is contingent upon the availability of Federal funds. ICE will neither present detainees to the Service Provider nor direct performance of any other services until ICE has the appropriate funding. Orders will be placed under this Agreement when specific requirements have been identified and funding obtained. Performance under this Agreement is not authorized until the Contracting Officer issues an order, in writing. The effective date of the Agreement will be negotiated and specified in a delivery order to this Agreement that is supported by the ICE Contracting Officer. This Agreement is neither binding nor effective unless signed by the ICE Contracting Officer. Payments at the approved rate will be paid upon the return of the signed Agreement by the authorized Local Government official to ICE.
- B. Subcontractors: The Service Provider shall notify and obtain approval from the ICE Contracting Officer's Technical Representative (COTR) or designated ICE official if it intends to house ICE detainees in a facility other than the Worcester County Jail. If either that facility, or any future facility is operated by an entity other than the Service Provider, ICE shall treat the entity as a subcontractor to the Service Provider. The Service Provider shall obtain the Contracting Officer's approval before subcontracting the detention and care of detainees to another entity. The Contracting Officer has the right to deny, withhold, or withdraw approval of the proposed subcontractor. Upon approval by the Contracting Officer, the Service Provider shall ensure that any subcontract includes all provisions of this Agreement, and shall provide ICE with copies

of all subcontracts. All payments will be made to the Service Provider. ICE will not accept invoices from, or make payments to a subcontractor.

- C. Consistent with Law: This is a firm fixed rate agreement, not cost reimbursable agreement. This Agreement is permitted under applicable statutes, regulation, policies or judicial mandates. Any provision of this Agreement contrary to applicable statutes, regulation, policies or judicial mandates is null and void and shall not necessarily affect the balance of the Agreement.

Article III. Covered Services

- A. Bedspace: The Service Provider shall provide male/female beds on a space available basis. The Service Provider shall house all detainees as determined within the Service Provider's classification system. ICE will be financially liable only for the actual detainee days as defined in Paragraph C of Article III.
- B. Basic Needs: The Service Provider shall provide ICE detainees with safekeeping, housing, subsistence, medical and other services in accordance with this Agreement. In providing these services, the Service Provider shall ensure compliance with all applicable laws, regulations, fire and safety codes, policies and procedures. If the Service Provider determines that ICE has delivered a person for custody who is under the age of eighteen (18), the Service Provider shall not house that person with adult detainees and shall immediately notify the ICE COTR or designated ICE official. The types and levels of services shall be consistent with those the Service Provider routinely affords other inmates.
- C. Unit of Service and Financial Liability: The unit of service is called a "detainee day" and is defined as one person per day. The detainee day begins on the date of arrival. The Service Provider may bill ICE for the date of arrival but not the date of departure. The Service Provider shall not charge for costs that are not directly related to the housing and detention of detainees. Such costs include but are not limited to:
- 1) Salaries of elected officials
 - 2) Salaries of employees not directly engaged in the housing and detention of detainees
 - 3) Indirect costs in which a percentage of all local government costs are pro-rated and applied to individual departments unless, those cost are allocated under an approved Cost Allocation Plan
 - 4) Detainee services which are not provided to, or cannot be used by, Federal detainees
 - 5) Operating costs of facilities not utilized by Federal detainees
 - 6) Interest on borrowing (however represented), bond discounts, costs of financing/refinancing, except as prescribed by OMB Circular A-87.
 - 7) Legal or professional fees (specifically legal expenses for prosecution of claims against the Federal Government, legal expenses of individual detainees or inmates)
 - 8) Contingencies

- D. Interpretive Services: The Service Provider shall make special provisions for non-English speaking, handicapped or illiterate detainees. ICE will reimburse the Service Provider for the actual costs associated with providing commercial written or telephone language interpretive services. Upon request, ICE will assist the Service Provider in obtaining translation services. The Service Provider shall provide all instructions verbally either in English or the detainees' language, as appropriate, to detainees who cannot read. The Service Provider shall include the actual costs that the Service Provider paid for such services on its monthly invoice. Except in emergency situations, the Service Provider shall not use detainees for translation services. If the Service Provider uses a detainee for translation service, it shall notify ICE within twenty-four (24) hours of the translation service.
- E. Escort and Transportation Services: The Service Provider will provide, upon request and as scheduled by ICE, necessary escort and transportation services for ICE detainees to and from designated locations. Escort services will be required for escorting detainees to court hearings; escorting witnesses to the courtroom and staged with the ICE Judge during administrative proceedings. Transportation Services shall be performed by at least two (2) qualified sworn law enforcement or correctional officer personnel employed by the Service Provider under their policies, procedures and authorities. See Article XVII.

Article IV. Receiving and Discharging Detainees

- A. Required Activity: The Service Provider shall receive and discharge detainees only to and from properly identified ICE personnel or other properly identified Federal law enforcement officials with prior authorization from DHS/ICE. Presentation of U.S. Government identification shall constitute "proper identification." The Service Provider shall furnish receiving and discharging services twenty-four (24) hours per day, seven (7) days per week. ICE shall furnish the Service Provider with reasonable notice of receiving and discharging detainees. The Service Provider shall ensure positive identification and recording of detainees and ICE officers. The Service Provider shall not permit medical or emergency discharges except through coordination with on-duty ICE officers.
- B. Emergency Situations: ICE detainees shall not be released from the facility into the custody of other Federal, state, or local officials for any reason, except for medical or emergency situations, without express authorization of ICE.
- C. Restricted Release of Detainees: The Service Provider shall not release ICE detainees from its physical custody to any persons other than those described in Paragraph A of Article IV for any reason, except for either medical, other emergency situations, or in response to a federal writ of habeas corpus. If an ICE detainee is sought for federal, state, or local proceedings, only ICE may authorize release of the detainee for such purposes. The Service Provider shall contact the ICE COTR or designated ICE official immediately regarding any such requests.
- D. Service Provider Right of Refusal: The Service Provider retains the right to refuse acceptance, or request removal, of any detainee exhibiting violent or disruptive behavior, or of any detainee found to have a medical condition that requires medical care beyond

the scope of the Service Provider's health care provider. In the case of a detainee already in custody, the Service Provider shall notify ICE and request such removal of the detainee from the Facility. The Service Provider shall allow ICE reasonable time to make alternative arrangements for the detainee.

- E. Emergency Evacuation: In the event of an emergency requiring evacuation of the Facility, the Service Provider shall evacuate ICE detainees in the same manner, and with the same safeguards, as it employs for persons detained under the Service Provider's authority. The Service Provider shall notify the ICE COTR or designated ICE official within two (2) hours of evacuation.

Article V. DHS/ICE Detention Standards

Satisfactory Performance:

The Service Provider is required to house detainees and perform related detention services in accordance with the most current edition of **ICE National Detention Standards** (<http://www.ice.gov/partners/dro/opsmanual/index.htm>)(<https://www.ice.gov/detention-standards/2019>). ICE Inspectors will conduct periodic inspections of the facility to assure compliance with the ICE National Detention Standards.

Article VI. Medical Services

- A. Auspices of Health Authority: The Service Provider shall provide ICE detainees with on-site health care services under the control of a local government designated Health Authority. The Service Provider shall ensure equipment, supplies, and materials, as required by the Health Authority, are furnished to deliver health care on-site.
- B. Level of Professionalism: The Service Provider shall ensure that all health care service providers utilized for ICE detainees hold current licenses, certifications, and/or registrations with the State and/or City where they are practicing. The Service Provider shall retain a registered nurse to provide health care and sick call coverage unless expressly stated otherwise in this Agreement. In the absence of a health care professional, non-health care personnel may refer detainees to health care resources based upon protocols developed by United States Public Health Service (USPHS) Division of Immigration Health Services (DIHS).
- C. Access to Health Care: The Service Provider shall ensure that on-site medical and health care coverage as defined below is available for all ICE detainees at the facility for at least eight (8) hours per day, seven (7) days per week. The Service Provider shall ensure that its employees solicit each detainee for health complaints and deliver the complaints in writing to the medical and health care staff. The Service Provider shall furnish the detainees instructions in his or her native language for gaining access to health care services as prescribed in Article III, Paragraph D.
- D. On-Site Health Care: The Service Provider shall furnish on-site health care under this Agreement. **The Service Provider shall not charge any ICE detainee an additional fee or Co-payment for medical services or treatment provided at the Service**

Provider's facility. The Service Provider shall ensure that ICE detainees receive no lower level of on-site medical care and services than those it provides to local inmates. On-site health care services shall include arrival screening within twenty-four (24) hours of arrival at the Facility, sick call coverage, provision of over-the-counter medications, treatment of minor injuries (e.g. lacerations, sprains, and contusions), treatment of special needs and mental health assessments. Detainees with chronic conditions shall receive prescribed treatment and follow-up care.

- E. Arrival Screening: Arrival screening shall include at a minimum TB symptom screening, planting of the Tuberculin Skin Test (PPD), and recording the history of past and present illnesses (mental and physical). The health care service provider or trained health care personnel may perform the arrival screening.
- F. Acceptance of Detainees with Extreme Health Conditions: If the Service Provider determines that an ICE detainee has a medical condition which renders that person unacceptable for detention under this Agreement, (for example, contagious disease, condition needing life support, uncontrollable violence), the Service Provider shall notify the ICE COTR or the designated ICE official. Upon such notification the Service Provider shall allow ICE reasonable time to make the proper arrangements for further disposition of that detainee.
- G. DIHS Pre-Approval for Non-Emergency Off-Site Care: The Service Provider shall obtain DIHS approval for any non-emergency, off-site healthcare for any detainee. DIHS acts as the agent and final health authority for ICE on all off-site detainee medical and health related matters. The relationship of the DIHS to the detainee equals that of physician to patient. The Service Provider shall release any and all medical information for ICE detainees to the DIHS representatives upon request. The Service Provider shall solicit DIHS approval before proceeding with non-emergency, off-site medical care (e.g. off site lab testing, eyeglasses, cosmetic dental prosthetics, dental care for cosmetic purposes). The Service Provider shall submit supporting documentation for non-routine, off-site medical health services to DIHS. For medical care provided outside the facility, DIHS may determine that an alternative medical provider or institution is more cost-effective or more aptly meets the needs of ICE and the detainee. ICE may refuse to reimburse the Service Provider for non-emergency medical costs incurred that were not pre-approved by the DIHS. The Service Provider shall send all requests for pre-approval for non-emergent off-site care to:

Phone: (888) 718-8947

FAX: (866) 475-9349

Via website: www.inshealth.org

The Service Provider is to notify all medical providers approved to furnish off-site health care of detainees to submit their bills in accordance with instructions provided to:

United States Public Health Services
Division of Immigration Health Services
1220 L Street, NW PMB 468
Washington, DC 20005-4018

(Phone): (888)-718-8947
(FAX): (866)-475-9349
Via website: www.inshealth.org

- H. Emergency Medical Care: The Service Provider shall furnish twenty-four (24) hour emergency medical care and emergency evacuation procedures. In an emergency, the Service Provider shall obtain the medical treatment required to preserve the detainee's health. The Service Provider shall have access to an off-site emergency medical provider at all times. The Health Authority of the Service Provider shall notify the DIHS Managed Care Coordinator by calling the telephone number listed in paragraph G above as soon as possible, and in no case more than seventy-two (72) hours after detainee receipt of such care. The Health Authority will obtain pre-authorization from the DIHS Managed Care Coordinator for service(s) beyond the initial emergency situation.
- I. Off-Site Guards: The Service Provider shall provide guards at all times detainees are admitted to an outside medical facility.
- J. DIHS Visits: The Service Provider shall allow DIHS Managed Care Coordinators reasonable access to its facility for the purpose of liaison activities with the Health Authority and associated Service Provider departments.

Article VII. No Employment of Unauthorized Aliens

Subject to existing laws, regulations, Executive Orders, and addenda to this Agreement, the Service Provider shall not employ aliens unauthorized to work in the United States. Except for maintaining personal living areas, ICE detainees shall not be required to perform manual labor.

Article VIII. Employment Screening Requirements

- A. General. The Service Provider shall certify to the U.S. Immigration and Customs Enforcement, Contracting Officer that any employees performing under this Agreement, who have access to ICE detainees, will have successfully completed an employment screening that includes at a minimum a criminal history records check, employment reference checks and a citizenship check.
- B. Employment Eligibility. Screening criteria that will exclude applicants from consideration to perform under this agreement includes:
 - 1. Felony convictions
 - 2. Conviction of a sex crime
 - 3. Offense/s involving a child victim
 - 4. Felony drug convictions
 - 5. Pattern of arrests, without convictions, that brings into question a person's judgment and reliability to promote the efficiency and integrity of the ICE mission.
 - 6. Intentional falsification and/or omission of pertinent personal information to influence a favorable employment decision.

Subject to existing law, regulations and/or other provisions of this Agreement, illegal or undocumented aliens shall not be employed by the Service Provider.

The Service Provider shall certify that each employee working on this Agreement will have a Social Security Card issued and approved by the Social Security Administration. The Service Provider shall be responsible to the Government for acts and omissions of his own employees and for any Subcontractor(s) and their employees.

The Service Provider shall expressly incorporate this provision into any and all Subcontracts or subordinate agreements issued in support of this Agreement.

The Service Provider shall recertify their employees every three years by conducting a criminal history records check to maintain the integrity of the workforce.

The Service Provider shall implement a Self-Reporting requirement for its employees to immediately report one's own criminal arrest/s to superiors.

- C. Security Management. The Service Provider shall appoint a senior official to act as the Agreement Security Officer. The individual will interface with the COTR on all security matters, to include physical, personnel, and protection of all Government information and data accessed by the Service Provider.

The COTR and Contracting Officer shall have the right to inspect the procedures, methods, all documentation and facilities utilized by the Service Provider in complying with the security requirements under this Agreement. Should ICE determine that the Service Provider is not complying with the security requirements of this Agreement, the Service Provider shall be informed in writing by the Contracting Officer of the proper action to be taken in order to effect compliance with these employment screening requirements.

Article IX. Period of Performance

- A. This Agreement shall become effective upon the date of final signature by the ICE Contracting Officer and the authorized signatory of the Service Provider and will remain in effect for a period not to exceed 60 months unless extended by bi-lateral modification or terminated in writing by either party. Either party must provide written notice of intention to terminate the agreement, 60 days in advance of the effective date of formal termination, or the Parties may agree to a shorter period under the procedures prescribed in Article XI.
- B. Basis for Price Adjustment: A firm fixed price with economic adjustment provides for upward and downward revision of the stated Per Diem based upon cost indexes of labor and operating expenses, or based upon the Service Provider's actual cost experience in providing the service.

Article X. Inspection

- A. Jail Agreement Inspection Report: The Jail Agreement Inspection Report stipulates minimum requirements for fire/safety code compliance, supervision, segregation, sleeping utensils, meals, medical care, confidential communication, telephone access, legal counsel, legal library, visitation, and recreation. The Service Provider shall allow ICE to conduct inspections of the facility, as required, to ensure an acceptable level of services and acceptable conditions of confinement as determined by ICE. No notice to the Service Provider is required prior to an inspection. ICE will conduct such inspections in accordance with the Jail Agreement Inspection Report. ICE will share findings of the inspection with the Service Provider's facility administrator. The Inspection Report will state any improvements to facility operation, conditions of confinement, and level of service that will be required by the Service Provider.
- B. Possible Termination: If the Service Provider fails to remedy deficient service identified through an ICE inspection, ICE may terminate this Agreement without regard to the provisions of Articles IX and XI.
- C. Share Findings: The Service Provider shall provide ICE copies of facility inspections, reviews, examinations, and surveys performed by accreditation sources.
- D. Access to Detainee Records: The Service Provider shall, upon request, grant ICE access to any record in its possession, regardless of whether the Service Provider created the record, concerning any detainee held pursuant to this Agreement. This right of access shall include, but is not limited to, incident reports, records relating to suicide attempts, and behavioral assessments and other records relating to the detainee's behavior while in the Service Provider's custody. Furthermore, the Service Provider shall retain all records where this right of access applies for a period of two (2) years from the date of the detainee's discharge from the Service Provider's custody.

Article XI. Modifications and Disputes

- A. Modifications: Actions other than those designated in this Agreement will not bind or incur liability on behalf of either Party. Either Party may request a modification to this Agreement by submitting a written request to the other Party. A modification will become a part of this Agreement only after the ICE Contracting Officer and the authorized signatory of the Service Provider have approved the modification in writing.
- B. Disputes: The ICE Contracting Officer and the authorized signatory of the Service Provider will settle disputes, questions and concerns arising from this Agreement. Settlement of disputes shall be memorialized in a written modification between the ICE Contracting Officer and authorized signatory of the Service Provider. In the event a dispute is not able to be resolved between the Service Provider and the ICE Contracting Officer, the ICE Contracting Officer will make the final decision. If the Service Provider does not agree with the final decision, the matter may be appealed to the ICE Head of the Contracting Activity (HCA) for resolution. The ICE HCA may employ all methods available to resolve the dispute including alternative dispute resolution techniques. The

Service Provider shall proceed diligently with performance of this Agreement pending final resolution of any dispute.

Article XII. Adjusting the Detainee Day Rate

ICE shall reimburse the Service Provider at the fixed detainee day rate shown on the cover page of the document, Article I. (C). The Parties may adjust the rate twelve (12) months after the effective date of the agreement and every twelve (12) months thereafter. The Parties shall base the cost portion of the rate adjustment on the principles of allowability and allocability as set forth in OMB Circular A-87, federal procurement laws, regulations, and standards in arriving at the detainee day rate. The request for adjustment shall be submitted on an ICE Jail Services Cost Statement. If ICE does not receive an official request for a detainee day rate adjustment that is supported by an ICE Jail Services Cost Statement, the fixed detainee day rate as stated in this Agreement will be in place indefinitely. See Article XI A.

ICE reserves the right to audit the actual and/or prospective costs upon which the rate adjustment is based. All rate adjustments are prospective. As this is a fixed rate agreement, there are no retroactive adjustment(s).

Article XIII. Enrollment, Invoicing, and Payment

- A. Enrollment in Electronic Funds Transfer: The Service Provider shall provide ICE with the information needed to make payments by electronic funds transfer (EFT). Since January 1, 1999, ICE makes all payments only by EFT. The Service Provider shall identify their financial institution and related information on Standard Form 3881, Automated Clearing House (ACH) Vendor Miscellaneous Payment Enrollment Form. The Service Provider shall submit a completed SF 3881 to ICE payment office prior to submitting its initial request for payment under this Agreement. If the EFT data changes, the Service Provider shall be responsible for providing updated information to the ICE payment office.
- B. Invoicing: The Service Provider shall submit an original itemized invoice containing the following information: the name and address of the facility; the name of each ICE detainee; detainee's A-number; specific dates of detention for each detainee; the total number of detainee days; the daily rate; the total detainee days multiplied by the daily rate; an itemized listing of all other charges; and the name, title, address, and phone number of the local official responsible for invoice preparation. The Service Provider shall submit monthly invoices within the first ten (10) working days of the month following the calendar month when it provided the services, to:

Department of Homeland Security
ATTN: Immigration and Customs Enforcement
Contracting Officer's Technical Representative (COTR)
31 Hopkins Plaza, Suite 700
Baltimore, Md. 21201
Phone: 410-837-4000
Fax: 410-962-7555

NOTE: Consolidated invoicing will be implemented. The following language and procedure will then be implemented and supersede the language above and will be put into effect by separate written notification from the Contracting Officer.

B. Invoicing – The Service Provider shall submit an original monthly itemized invoice within the first ten (10) working days of the month following the calendar month when it provided the services via one of the following three methods:

a. **By mail:**

DHS, ICE

Burlington Finance Center

P.O. Box 1620

Williston, VT 05495-1620

~~ATTN:~~ (example) ICE-DRO-FOD-Atlanta ~~Invoice~~

b. **By facsimile (fax):** (include a cover sheet with point of contact & # of pages)
802-288-7658

c. **By e-mail:**

Invoice.Consolidation@dhs.gov

Invoices submitted by other than these three methods will be returned. The contractor's Taxpayer Identification Number (TIN) must be registered in the Central Contractor Registration (<http://www.ccr.gov>) prior to award and shall be notated on every invoice submitted to ICE on or after ~~Month XX, 2008~~ to ensure prompt payment provisions are met. The ICE program office shall also be notated on every invoice.

Each invoice submitted shall contain the following information:

- a. the name and address of the facility;
- b. Invoice date and number;
- c. Agreement number, line item number and, if applicable, the Task order number;
- d. Terms of any discount for prompt payment offered;
- e. Name, title, and phone number of person to notify in event of defective invoice;
- f. Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this Agreement. (See paragraph 1 above.)
- g. the total number of residential/detainee days;
- h. the daily rate;
- i. the total residential/detainee days multiplied by the daily rate;
- j. the name of each ICE resident/detainee;
- k. resident's/detainee's A-number;
- l. specific dates of detention for each resident/detainee;
- m. an itemized listing of all other charges;
- n. For stationary guard services, the itemized monthly invoice shall state the number of hours being billed, the duration of the billing (times and dates) and the name of the resident(s)/detainee(s) that was guarded.

Items a. through i. above must be on the cover page of the invoice. Invoices without the above information may be returned for resubmission.

- C. Payment: ICE will transfer funds electronically through either an Automated Clearing House subject to the banking laws of the United States, or the Federal Reserve Wire Transfer System. The Prompt Payment Act applies to this Agreement. The Prompt Payment Act requires ICE to make payments under this Agreement the thirtieth (30th) calendar day after the ICE Deportation office receives a complete invoice. Either the date on the Government's check, or the date it executes an electronic transfer of funds, shall constitute the payment date. The Prompt Payment Act requires ICE to pay interest on overdue payments to the Service Provider. ICE will determine any interest due in accordance with the Prompt Payment Act.

Article XIV. Government Furnished Property

- A. Federal Property Furnished to the Service Provider: ICE may furnish Federal Government property and equipment to the Service Provider. Accountable property remains titled to ICE and shall be returned to the custody of ICE upon termination of the Agreement. The suspension of use of bed space made available to ICE is agreed to be grounds for the recall and return of any or all government furnished property.
- B. Service Provider Responsibility: The Service Provider shall not remove ICE property from the facility without the prior written approval of ICE. The Service Provider shall report any loss or destruction of any Federal Government property immediately to ICE.

Article XV. Hold Harmless and Indemnification Provisions

- A. Service Provider Held Harmless: ICE shall, subject to the availability of funds, save and hold the Service Provider harmless and indemnify the Service Provider against any and all liability claims and costs of whatever kind and nature, for injury to or death of any person(s), or loss or damage to any property, which occurs in connection with or is incident to performance of work under the terms of this Agreement, and which results from negligent acts or omissions of ICE officers or employees, to the extent that ICE would be liable for such negligent acts or omissions under the Federal Tort Claims Act, 28 USC 2691 *et seq.*
- B. Federal Government Held Harmless: The Service Provider shall save and hold harmless and indemnify federal government agencies to the extent allowed by law against any and all liability claims; and costs of whatsoever kind and nature for injury to or death of any person or persons and for loss or damage to any property occurring in connection with, or in any way incident to or arising out of the occupancy, use, service, operation or performance of work under the tenets of this Agreement, resulting from the negligent acts or omissions of the Service Provider, or any employee, or agent of the Service Provider. In so agreeing, the Service Provider does not waive any defenses, immunities or limits of liability available to it under state or federal law.

- C. Defense of Suit: In the event a detainee files suit against the Service Provider contesting the legality of the detainee's incarceration and/or immigration/citizenship status, ICE shall request that the U.S. Attorney's Office, as appropriate, move either to have the Service Provider dismissed from such suit, to have ICE substituted as the proper party defendant; or to have the case removed to a court of proper jurisdiction. Regardless of the decision on any such motion, ICE shall request that the U.S. Attorney's Office be responsible for the defense of any suit on these grounds.
- D. ICE Recovery Right: The Service Provider shall do nothing to prejudice ICE's right to recover against third parties for any loss, destruction of, or damage to U.S. Government property. Upon request of the Contracting Officer, the Service Provider shall, at ICE's expense, furnish to ICE all reasonable assistance and cooperation, including assistance in the prosecution of suit and execution of the instruments of assignment in favor of ICE in obtaining recovery.

Article XVI. Financial Records

- A. Retention of Records: All financial records, supporting documents, statistical records, and other records pertinent to contracts or subordinate agreements under this Agreement shall be retained by the Service Provider for three (3) years for purposes of federal examinations and audit. The three (3) year retention period begins at the end of the first year of completion of service under the Agreement. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three (3) year period, the records must be retained until completion of the action and resolution of all issues which arise from it or until the end of the regular three (3) year period, whichever is later.
- B. Access to Records: ICE and the Comptroller General of the United States, or any of their authorized representatives, shall have the right of access to any pertinent books, documents, papers or other records of the Service Provider or its sub-contractors, which are pertinent to the award, in order to make audits, examinations, excerpts, and transcripts. The rights of access must not be limited to the required retention period, but shall last as long as the records are retained.
- C. Delinquent Debt Collection: ICE will hold the Service Provider accountable for any overpayment, or any breach of this Agreement that results in a debt owed to the Federal Government. ICE shall apply interest, penalties, and administrative costs to a delinquent debt owed to the Federal Government by the Service Provider pursuant to the Debt Collection Improvement Act of 1982, as amended.

Article XVII. Escort/Stationary Guard and/or Transportation Services

- A. Transport/Escort/Stationary Services Rate: The Service Provider agrees, upon request of the Federal Government in whose custody an ICE detainee is held, to provide all such air/ground transportation/escort/stationary services as may be required to transport detainees securely, in a timely manner, to locations as directed by the ICE COTR or designated ICE official. Other ICE directed transportation will be reimbursed at the rate of \$23.02 per hour. Transportation mileage shall be reimbursed at the mileage rate

established pursuant to the General Services Administration (GSA)/federal travel allowance rates) in effect at the time of award. Any incurred overtime pay for such services will be reimbursed at the applicable overtime rate of \$37.15 per hour. At least two (2) qualified law enforcement or correctional officer personnel employed by the Service Provider under their policies, procedures and practices will perform transport services.

Transportation shall be reimbursed at the mileage rate established pursuant to the current General Services Administration (GSA)/federal travel allowance rate at the time of Award. The mileage rate for this agreement is \$0.585/mile. Mileage shall be denoted as a separate item on submitted invoices.

- B. Medical/Legal Transportation: Transportation and/or escort/stationary guard services for ICE detainees housed at the Service Provider's facility to and from a medical facility for outpatient care, and transportation and/or escort guard services for ICE detainees housed at the Service Provider's facility admitted to a medical facility; and to detainees attending off-site court proceedings. An officer or officers, shall keep the detainee under constant supervision twenty-four (24) hours per day until the detainee is ordered released from the hospital, or at the order of the COTR. The Service Providers agrees to augment such practices as may be requested by ICE to enhance specific requirements for security, detainee monitoring, visitation and contraband control.
- C. Indemnities: Furthermore, the Service Provider agrees to hold harmless and indemnify DHS/ICE and its officials in their official and individual capacities from any liability, including third-party liability or worker's compensation, arising from the conduct of the Service Provider and its employees during the course of transporting ICE detainees.
- D. Personal Vehicles: The Service Provider shall not allow employees to use their personal vehicles to transport detainees. The Service Provider shall furnish vehicles equipped with interior security features including physical separation of detainees from guards. The Service Provider shall provide interior security specifications of the vehicles to ICE for review and approval prior to installation.
- E. Training and Compliance: The Service Provider shall comply with ICE transportation standards (<http://www.ice.gov/partners/dro/opsmanual/index.htm>) related to the number of hours the Provider's employee may operate a vehicle. The transportation shall be accomplished in the most economical manner. The Service Provider personnel provided for the above services shall be of the same qualifications, receive training, complete the same security clearances, and wear the same uniforms as those personnel provided for in other areas of this agreement.
- F. Same Sex Transport: During all transportation activities, at least one (1) officer shall be the same sex as the detainee. Questions concerning guard assignments shall be directed to the COTR for final determination.
- G. Miscellaneous Transportation: The COTR may direct the Service Provider to transport detainees to unspecified, miscellaneous locations.
- H. Billing Procedures: The itemized monthly invoice for such stationary guard services

shall state the number of hours being billed, the duration of the billing (times and dates) and the name of the detainee(s) that was guarded.

Article XVIII. Contracting Officer's Technical Representative

- A. The Contracting Officer's Technical Representative (COTR) shall be designated by the Contracting Officer. When and if the COTR duties are reassigned, an administrative modification will be issued to reflect the changes. This designation does not include authority to sign contractual documents or to otherwise commit to, or issue changes, which could affect the price, quantity, or performance of this Agreement.
- B. Should the Provider believe they have received direction that is not within scope of the agreement; the Provider shall not proceed with any portion that is not within the scope of the agreement without first contacting the Contracting Officer. The Provider shall continue performance of efforts that are deemed within scope.

Article XIX. Labor Standards and Wage Determination

The Service Contract Act, 41 U.S.C. 351 et seq., Title 29, Part 4 Labor Standards for Federal Service Contracts, is here by incorporated--Attachment I. These standards and provisions are included in every contract/IGSA entered into by the United States or the District of Columbia, in excess of \$2,500, or in an indefinite amount, the principal purpose of which is to furnish services through the use of service employees--See Attachment 1.

Wage Determination: Each service employee employed in the performance of this contract/IGSA shall be paid not less than the minimum monetary wages and shall be furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor or authorized representative, as specified in any wage determination attached to this contract--See Attachment 2.

Article XX. Notification and Public Disclosures:

There shall be no public disclosures regarding this agreement made by the **PROVIDER** (or any subcontractors) without review and approval of such disclosure by ICE Public Affairs and express permission granted by the ICE Contracting Officer.

END OF DOCUMENT

TITLE 29--LABOR**PART 4 LABOR STANDARDS FOR FEDERAL SERVICE CONTRACTS--Table of Contents****Subpart A Service Contract Labor Standards Provisions and Procedures****Sec. 4.6 Labor standards clauses for Federal service contracts exceeding \$2,500.**

The clauses set forth in the following paragraphs shall be included in full by the contracting agency in every contract/Inter-Governmental Service Agreement (IGSA) entered into by the United States or the District of Columbia, in excess of \$2,500, or in an indefinite amount, the principal purpose of which is to furnish services through the use of service employees:

(a) Service Contract Act of 1965, as amended: This contract/IGSA is subject to the Service Contract Act of 1965 as amended (41 U.S.C. 351 et seq.) and is subject to the following provisions and to all other applicable provisions of the Act and regulations of the Secretary of Labor issued there under (29 CFR part 4).

(b)(1) Each service employee employed in the performance of this Contract/IGSA by the contractor or any subcontractor shall be paid not less than the minimum monetary wages and shall be furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor or authorized representative, as specified in any wage determination attached to this contract.

(2)(i) If there is such a wage determination attached to this Contract/IGSA, the contracting officer shall require that any class of service employee which is not listed therein and which is to be employed under the Contract/IGSA (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed class of employees shall be paid the monetary wages and furnished the fringe benefits as are determined pursuant to the procedures in this section.

(ii) Such conforming procedure shall be initiated by the contractor prior to the performance of contract/IGSA work by such unlisted class of employee. A written report of the proposed conforming action, including information regarding the agreement or disagreement of the authorized representative of the employees involved or, where there is no authorized representative, the employees themselves, shall be submitted by the contractor to the contracting officer no later than 30 days after such unlisted class of employees performs any Contract/IGSA work. The contracting officer shall review the proposed action and promptly submit a report of the action, together with the agency's recommendation and all pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. The Wage and Hour Division will approve, modify, or disapprove the action or render a final determination in the event of disagreement.

within 30 days of receipt or will notify the contracting officer within 30 days of receipt that additional time is necessary.

(iii) The final determination of the conformance action by the Wage and Hour Division shall be transmitted to the contracting officer who shall promptly notify the contractor of the action taken. Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination.

(iv) (A) The process of establishing wage and fringe benefit rates that bears a reasonable relationship to those listed in a wage determination cannot be [[Page 41]] reduced to any single formula. The approach used may vary from wage determination to wage determination depending on the circumstances. Standard wage and salary administration practices, which rank various job classifications by pay grade pursuant to point schemes or other job factors may, for example, be relied upon. Guidance may also be obtained from the way different jobs are rated under Federal pay systems (Federal Wage Board Pay System and the General Schedule) or from other wage determinations issued in the same locality. Basic to the establishment of any conformable wage rate(s) is the concept that a pay relationship should be maintained between job classifications based on the skill required and the duties performed.

(B) In the case of a Contract/IGSA modification, an exercise of an option or extension of an existing contract, or in any other case where a contractor succeeds a Contract/IGSA under which the classification in question was previously conformed pursuant to this section, a new conformed wage rate and fringe benefits may be assigned to such conformed classification by indexing (i.e., adjusting) the previous conformed rate and fringe benefits by an amount equal to the average (mean) percentage increase (or decrease, where appropriate) between the wages and fringe benefits specified for all classifications to be used on the Contract/IGSA which are listed in the current wage determination, and those specified for the corresponding classifications in the previously applicable wage determination. Where conforming actions are accomplished in accordance with this paragraph prior to the performance of Contract/IGSA work by the unlisted class of employees, the contractor shall advise the contracting officer of the action taken but the other procedures in paragraph (b) (2) (ii) of this section need not be followed.

(C) No employee engaged in performing work on this Contract/IGSA shall in any event be paid less than the currently applicable minimum wage specified under section 6(a) (1) of the Fair Labor Standards Act of 1938, as amended. (v) The wage rate and fringe benefits finally determined pursuant to paragraphs (b) (2) (i) and (ii) of this section shall be paid to all employees performing in the classification from the first day on which Contract/IGSA work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or finally determined by the Wage and Hour Division retroactive to the date such class of employees commenced Contract/IGSA work shall be a violation of the Act and this contract. (vi) Upon discovery of failure to comply with paragraphs (b) (2) (i) through (v) of this section, the Wage and Hour Division shall make a final determination of conformed classification, wage rate,

and/or fringe benefits which shall be retroactive to the date such class of employees commenced Contract/IGSA work.

(3) If, as authorized pursuant to section 4(d) of the Service Contract Act of 1965 as amended, the term of this Contract/IGSA is more than 1 year, the minimum monetary wages and fringe benefits required to be paid or furnished there under to service employees shall be subject to adjustment after 1 year and not less often than once every 2 years, pursuant to wage determinations to be issued by the Wage and Hour Division, Employment Standards Administration of the Department of Labor as provided in such Act.

(c) The contractor or subcontractor may discharge the obligation to furnish fringe benefits specified in the attachment or determined conformably thereto by furnishing any equivalent combinations of bona fide fringe benefits, or by making equivalent or differential payments in cash in accordance with the applicable rules set forth in subpart D of 29 CFR part 4, and not otherwise.

(d) (1) In the absence of a minimum wage attachment for this contract, neither the contractor nor any subcontractor under this Contract/IGSA shall pay any person performing work under the Contract/IGSA (regardless of whether they are service employees) less than the minimum wage specified by section 6(a)(1) of the Fair Labor Standards Act of 1938. Nothing in this provision shall relieve the contractor or any subcontractor of any other obligation under [[Page 42]] law or Contract/IGSA for the payment of a higher wage to any employee.

(2) If this Contract/IGSA succeeds a contract, subject to the Service Contract Act of 1965 as amended, under which substantially the same services were furnished in the same locality and service employees were paid wages and fringe benefits provided for in a collective bargaining agreement, in the absence of the minimum wage attachment for this Contract/IGSA setting forth such collectively bargained wage rates and fringe benefits, neither the contractor nor any subcontractor under this Contract/IGSA shall pay any service employee performing any of the Contract/IGSA work (regardless of whether or not such employee was employed under the predecessor contract), less than the wages and fringe benefits provided for in such collective bargaining agreements, to which such employee would have been entitled if employed under the predecessor contract, including accrued wages and fringe benefits and any prospective increases in wages and fringe benefits provided for under such agreement. No contractor or subcontractor under this Contract/IGSA may be relieved of the foregoing obligation unless the limitations of Sec. 4.1b(b) of 29 CFR part 4 apply or unless the Secretary of Labor or his authorized representative finds, after a hearing as provided in Sec. 4.10 of 29 CFR part 4 that the wages and/or fringe benefits provided for in such agreement are substantially at variance with those which prevail for services of a character similar in the locality, or determines, as provided in Sec. 4.11 of 29 CFR part 4, that the collective bargaining agreement applicable to service employees employed under the predecessor Contract/IGSA was not entered into as a result of arm's-length negotiations. Where it is found in accordance with the review procedures provided in 29 CFR 4.10 and/or 4.11 and parts 6 and 8 that some or all of the wages and/or fringe benefits contained in a predecessor contractor's collective bargaining agreement are substantially at variance with those which prevail for

services of a character similar in the locality, and/or that the collective bargaining agreement applicable to service employees employed under the predecessor Contract/IGSA was not entered into as a result of arm's-length negotiations, the Department will issue a new or revised wage determination setting forth the applicable wage rates and fringe benefits. Such determination shall be made part of the Contract/IGSA or subcontract, in accordance with the decision of the Administrator, the Administrative Law Judge, or the Administrative Review Board, as the case may be, irrespective of whether such issuance occurs prior to or after the award of a Contract/IGSA or subcontract. 53 Comp. Gen. 401 (1973). In the case of a wage determination issued solely as a result of a finding of substantial variance, such determination shall be effective as of the date of the final administrative decision.

(e) The contractor and any subcontractor under this Contract/IGSA shall notify each service employee commencing work on this Contract/IGSA of the minimum monetary wage and any fringe benefits required to be paid pursuant to this contract, or shall post the wage determination attached to this contract. The poster provided by the Department of Labor (Publication WH 1313) shall be posted in a prominent and accessible place at the worksite. Failure to comply with this requirement is a violation of section 2(a) (4) of the Act and of this contract.

(f) The contractor or subcontractor shall not permit any part of the services called for by this Contract/IGSA to be performed in buildings or surroundings or under working conditions provided by or under the control or supervision of the contractor or subcontractor which are unsanitary or hazardous or dangerous to the health or safety of service employees engaged to furnish these services, and the contractor or subcontractor shall comply with the safety and health standards applied under 29 CFR part 1925.

(g) (1) The contractor and each subcontractor performing work subject to the Act shall make and maintain for 3 years from the completion of the work records containing the information specified in paragraphs (g) (1) (i) through (vi) of this section for each employee subject to the Act and shall make them available for inspection [[Page 43]] and transcription by authorized representatives of the Wage and Hour Division, Employment Standards Administration of the U.S. Department of Labor:

(i) Name and address and social security number of each employee.

(ii) The correct work classification or classifications, rate or rates of monetary wages paid and fringe benefits provided, rate or rates of fringe benefit payments in lieu thereof, and total daily and weekly compensation of each employee.

(iii) The number of daily and weekly hours so worked by each employee.

(iv) Any deductions, rebates, or refunds from the total daily or weekly compensation of each employee.

(v) A list of monetary wages and fringe benefits for those classes of service employees not included in the wage

determination attached to this Contract/IGSA but for which such wage rates or fringe benefits have been determined by the interested parties or by the Administrator or authorized representative pursuant to the labor standards clause in paragraph (b) of this section. A copy of the report required by the clause in Paragraph (b) (2) (ii) of this section shall be deemed to be such a list.

(vi) Any list of the predecessor contractor's employees which had been furnished to the contractor pursuant to Sec. 4.6(1)(2).

(2) The contractor shall also make available a copy of this Contract/IGSA for inspection or transcription by authorized representatives of the Wage and Hour Division.

(3) Failure to make and maintain or to make available such records for inspection and transcription shall be a violation of the regulations and this contract; and in the case of failure to produce such records, the contracting officer, upon direction of the Department of Labor and notification of the contractor, shall take action to cause suspension of any further payment or advance of funds until such violation ceases.

(4) The contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.

(h) The contractor shall unconditionally pay to each employee subject to the Act all wages due free and clear and without subsequent deduction (except as otherwise provided by law or Regulations, 29 CFR part 4), rebate, or kickback on any account. Such payments shall be made no later than one pay period following the end of the regular pay period in which such wages were earned or accrued. A pay period under this Act may not be of any duration longer than semi-monthly.

(i) The contracting officer shall withhold or cause to be withheld from the Government prime contractor under this or any other Government Contract/IGSA with the prime contractor such sums as an appropriate official of the Department of Labor requests or such sums as the contracting officer decides may be necessary to pay underpaid employees employed by the contractor or subcontractor. In the event of failure to pay any employees subject to the Act all or part of the wages or fringe benefits due under the Act, the agency may, after authorization or by direction of the Department of Labor and written notification to the contractor, take action to cause suspension of any further payment or advance of funds until such violations have ceased. Additionally, any failure to comply with the requirements of these clauses relating to the Service Contract Act of 1965, may be grounds for termination of the right to proceed with the Contract/IGSA work. In such event, the Government may enter into other contracts or arrangements for completion of the work, charging the contractor in default with any additional cost.

(j) The contractor agrees to insert these clauses in this section relating to the Service Contract Act of 1965 in all Subcontracts subject to the Act. The term contractor as used in these clauses in any subcontract shall be deemed to refer to the subcontractor, except in the term Government prime contractor.

(k)(1) As used in these clauses, the term service employee means any person engaged in the performance of this Contract/IGSA other than any person employed in a bona fide executive, administrative, or professional capacity, as those terms are defined in part 541 of title 29, Code of Federal Regulations, as of July [(Page44)] 30, 1976, and any subsequent revision of those regulations. The term service employee includes all such persons regardless of any contractual relationship that may be alleged to exist between a contractor or subcontractor and such persons.

(2) The following statement is included in contracts pursuant to section 2(a) (5) of the Act and is for informational purposes only:

The following classes of service employees expected to be employed under the Contract/IGSA with the Government would be subject, if employed by the contracting agency, to the provisions of 5 U.S.C. 5341 or 5 U.S.C. 5332 and would, if so employed, be paid not less than the following rates of wages and fringe benefits:

Employee class	wage-fringe benefit
GS-05	\$13.83 (As of Dec 07)
GS-07	\$17.83 (As of Dec 07)

Search current rates at <http://www.opm.gov/oca/08tables/>

(1)(1) If wages to be paid or fringe benefits to be furnished any service employees employed by the Government prime contractor or any subcontractor under the Contract/IGSA are provided for in a collective bargaining agreement which is or will be effective during any period in which the Contract/IGSA is being performed, the Government prime contractor shall report such fact to the contracting officer, together with full information as to the application and accrual of such wages and fringe benefits, including any prospective increases, to service employees engaged in work on the contract, and a copy of the collective bargaining agreement. Such report shall be made upon commencing performance of the contract, in the case of collective bargaining agreements effective at such time, and in the case of such agreements or provisions or amendments thereof effective at a later time during the period of Contract/IGSA performance, such agreements shall be reported promptly after negotiation thereof.

(2) Not less than 10 days prior to completion of any Contract/IGSA being performed at a Federal facility where service employees may be retained in the performance of the succeeding Contract/IGSA and subject to a wage determination which contains vacation or other benefit provisions based upon length of service with a contractor (predecessor) or successor (Sec. 4.173 of Regulations, 29 CFR part 4), the incumbent prime contractor shall furnish to the contracting officer a certified list of the names of all service employees on the contractor's or subcontractor's payroll during the last month of Contract/IGSA performance. Such list shall also contain anniversary dates of employment on the Contract/IGSA either with the current or predecessor contractors of each such service employee. The contracting officer shall turn over such list to the successor contractor at the commencement of the succeeding contract.

(m) Rulings and interpretations of the Service Contract Act of 1965, as amended, are contained in Regulations, 29 CFR part 4.

(n) (1) By entering into this contract, the contractor (and officials thereof) certifies that neither it (nor he or she) nor any person or firm who has a substantial interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed pursuant to section 5 of the Act.

(2) No part of this Contract/IGSA shall be subcontracted to any person or firm ineligible for award of a Government Contract/IGSA pursuant to section 5 of the Act.

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(o) Notwithstanding any of the clauses in paragraphs (b) through (m) of this section relating to the Service Contract Act of 1965, the following employees may be employed in accordance with the following variations, tolerances, and exemptions, which the Secretary of Labor, pursuant to section 4(b) of the Act prior to its amendment by Public Law 92-473, found to be necessary and proper in the public interest or to avoid serious impairment of the conduct of Government business:

(1) Apprentices, student-learners, and workers whose earning capacity is impaired by age, physical, or mental deficiency or injury may be employed at wages lower than the minimum wages otherwise required by section 2(a) (1) or [Page 45]

(2) (b) (1) of the Service Contract Act without diminishing any fringe benefits or cash payments in lieu thereof required under section 2(a) (2) of that Act, in accordance with the conditions and procedures prescribed for the employment of apprentices, student-learners, handicapped persons, and handicapped clients of sheltered workshops under section 14 of the Fair Labor Standards Act of 1938, in the regulations issued by the Administrator (29 CFR parts 520, 521, 524, and 525).

(3) The Administrator will issue certificates under the Service Contract Act for the employment of apprentices, student-learners, handicapped persons, or handicapped clients of sheltered workshops not subject to the Fair Labor Standards Act of 1938, or subject to different minimum rates of pay under the two acts, authorizing appropriate rates of minimum wages (but without changing requirements concerning fringe benefits or supplementary cash payments in lieu thereof), applying procedures prescribed by the applicable regulations issued under the Fair Labor Standards Act of 1938 (29 CFR parts 520, 521, 524, and 525).

(4) The Administrator will also withdraw, annul, or cancel such certificates in accordance with the regulations in parts 525 and 528 of title 29 of the Code of Federal Regulations.

(p) Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed and individually registered in a bona fide apprenticeship program

registered with a State Apprenticeship Agency which is recognized by the U.S. Department of Labor, or if no such recognized agency exists in a State, under a program registered with the Bureau of Apprenticeship and Training, Employment and Training Administration, U.S. Department of Labor. Any employee who is not registered as an apprentice in an approved program shall be paid the wage rate and fringe benefits contained in the applicable wage determination for the journeyman classification of work actually performed. The wage rates paid apprentices shall not be less than the wage rate for their level of progress set forth in the registered program, expressed as the appropriate percentage of the journeyman's rate contained in the applicable wage determination. The allowable ratio of apprentices to journeymen employed on the Contract/IGSA work in any craft classification shall not be greater than the ratio permitted to the contractor as to his entire work force under the registered program.

(q) Where an employee engaged in an occupation in which he or she customarily and regularly receives more than \$30 a month in tips, the amount of tips received by the employee may be credited by the employer against the minimum wage required by Section 2(a)(1) or 2(b)(1) of the Act to the extent permitted by section 3(m) of the Fair Labor Standards Act and Regulations, 29 CFR Part 531. To utilize this provision:

- (1) The employer must inform tipped employees about this tip credit allowance before the credit is utilized;
- (2) The employees must be allowed to retain all tips (individually or through a pooling arrangement and regardless of whether the employer elects to take a credit for tips received);
- (3) The employer must be able to show by records that the employee receives at least the applicable Service Contract Act minimum wage through the combination of direct wages and tip credit;
- (4) The use of such tip credit must have been permitted under any predecessor collective bargaining agreement applicable by virtue of section 4(c) of the Act.

(r) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this Contract/IGSA 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 4, 6, and 8. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives. (The information collection, recordkeeping, and reporting requirements contained in this section have been approved by the Office of Management and Budget under the following numbers:

[[Page 46]]

Paragraph	OMB control number
(b)(2) (i)--(iv).....	1215-0150
(e).....	1215-0150
(g)(1) (i)--(iv).....	1215-0017
(g)(1) (v), (vi).....	1215-0150

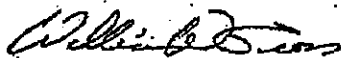
9/9/2008

(1) (1), (2) 1215-0150
(q) (3) 1215-0017

[48 FR 49762, Oct. 27, 1983; 48 FR 50529, Nov. 2, 1983, as amended at
61 FR 68663, Dec. 30, 1996]

REGISTER OF WAGE DETERMINATIONS UNDER
THE SERVICE CONTRACT ACT
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON, D.C. 20210



William W. Gross
Director

Division of
Wage Determinations

Wage Determination No.: 2007-0576
Revision No.: 1
Date of Last Revision: 10/30/2007

State: Maryland

Area: Maryland County of Worcester

Employed on U.S. Department of Homeland Security contract agreement (IGA) for prisoner detention services between

United States Immigration and Customs Enforcement and Prisoner Operations Division and Worcester County Jail, MD

The wage rates and fringe benefits paid by above company are hereby adopted as prevailing.

NOTE: Under Section 2(b)(1) of the Service Contract Act no employees shall be paid less than the minimum wage specified by Section 6(a)(1) of the Fair Labor Standards Act; \$5.85 per hour, effective July 24, 2007.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

"REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR
 THE SERVICE CONTRACT ACT | EMPLOYMENT STANDARDS ADMINISTRATION
 By direction of the Secretary of Labor | WAGE AND HOUR DIVISION
 | WASHINGTON D.C. 20210

Daniel W. Simms Division of Wage Determinations | Wage Determination No.: 2015-4272
 Director | Revision No.: 12
 | Date Of Last Revision: 12/23/2019

Note: Under Executive Order (EO) 13658 an hourly minimum

wage of \$10.80 for calendar year 2020 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1 2015. If this contract is covered by the EO the contractor must pay all workers in any classification listed on this wage determination at least \$10.80 per hour (or the applicable wage rate listed on this wage determination if it is higher) for all hours spent performing on the contract in calendar year 2020. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

States: Delaware Maryland

Area: Delaware County of Sussex

Maryland Counties of Somerset Wicomico Worcester

****Fringe Benefits Required Follow the Occupational Listing****

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		14.26
01012 - Accounting Clerk II		16.01
01013 - Accounting Clerk III		17.91
01020 - Administrative Assistant		24.65
01035 - Court Reporter		19.31
01041 - Customer Service Representative I		11.82
01042 - Customer Service Representative II		13.30
01043 - Customer Service Representative III		14.49
01051 - Data Entry Operator I		14.67
01052 - Data Entry Operator II		16.00
01060 - Dispatcher Motor Vehicle		20.91
01070 - Document Preparation Clerk		14.51
01090 - Duplicating Machine Operator		14.51
01111 - General Clerk I		12.40
01112 - General Clerk II		13.53
01113 - General Clerk III		15.19
01120 - Housing Referral Assistant		21.43
01141 - Messenger Courier		14.20
01191 - Order Clerk I		13.64
01192 - Order Clerk II		14.88
01261 - Personnel Assistant (Employment) I		15.46
01262 - Personnel Assistant (Employment) II		17.30
01263 - Personnel Assistant (Employment) III		19.28
01270 - Production Control Clerk		19.75
01290 - Rental Clerk		14.64
01300 - Scheduler Maintenance		17.19
01311 - Secretary I		17.19
01312 - Secretary II		19.23

01313 - Secretary III	21.43
01320 - Service Order Dispatcher	18.69
01410 - Supply Technician	24.65
01420 - Survey Worker	15.29
01460 - Switchboard Operator/Receptionist	12.50
01531 - Travel Clerk I	13.73
01532 - Travel Clerk II	14.31
01533 - Travel Clerk III	15.16
01611 - Word Processor I	15.31
01612 - Word Processor II	17.19
01613 - Word Processor III	19.23
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer Fiberglass	19.51
05010 - Automotive Electrician	18.49
05040 - Automotive Glass Installer	17.51
05070 - Automotive Worker	17.51
05110 - Mobile Equipment Servicer	15.63
05130 - Motor Equipment Metal Mechanic	19.62
05160 - Motor Equipment Metal Worker	17.51
05190 - Motor Vehicle Mechanic	19.62
05220 - Motor Vehicle Mechanic Helper	14.42
05250 - Motor Vehicle Upholstery Worker	16.69
05280 - Motor Vehicle Wrecker	17.51
05310 - Painter Automotive	18.49
05340 - Radiator Repair Specialist	17.51
05370 - Tire Repairer	13.09
05400 - Transmission Repair Specialist	19.62
07000 - Food Preparation And Service Occupations	
07010 - Baker	11.90
07041 - Cook I	13.86
07042 - Cook II	15.52
07070 - Dishwasher	9.77
07130 - Food Service Worker	10.90
07210 - Meat Cutter	17.31
07260 - Waiter/Waitress	9.70
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	16.89
09040 - Furniture Handler	12.21
09080 - Furniture Refinisher	18.01
09090 - Furniture Refinisher Helper	14.10
09110 - Furniture Repairer Minor	16.25
09130 - Upholsterer	20.39
11000 - General Services And Support Occupations	
11030 - Cleaner Vehicles	12.40
11060 - Elevator Operator	12.21
11090 - Gardener	17.41
11122 - Housekeeping Aide	12.21
11150 - Janitor	12.21
11210 - Laborer Grounds Maintenance	13.39
11240 - Maid or Houseman	10.70
11260 - Pruner	12.16
11270 - Tractor Operator	16.05
11330 - Trail Maintenance Worker	13.39
11360 - Window Cleaner	13.45
12000 - Health Occupations	
12010 - Ambulance Driver	17.13
12011 - Breath Alcohol Technician	20.05
12012 - Certified Occupational Therapist Assistant	30.22
12015 - Certified Physical Therapist Assistant	30.33
12020 - Dental Assistant	21.33
12025 - Dental Hygienist	41.25
12030 - EKG Technician	31.34
12035 - Electroneurodiagnostic Technologist	31.34
12040 - Emergency Medical Technician	17.13
12071 - Licensed Practical Nurse I	17.92
12072 - Licensed Practical Nurse II	20.05
12073 - Licensed Practical Nurse III	22.34
12100 - Medical Assistant	15.18

12130 - Medical Laboratory Technician	25.10
12160 - Medical Record Clerk	16.23
12190 - Medical Record Technician	18.16
12195 - Medical Transcriptionist	17.15
12210 - Nuclear Medicine Technologist	39.07
12221 - Nursing Assistant I	11.24
12222 - Nursing Assistant II	12.63
12223 - Nursing Assistant III	13.78
12224 - Nursing Assistant IV	15.47
12235 - Optical Dispenser	18.12
12236 - Optical Technician	17.92
12250 - Pharmacy Technician	13.95
12280 - Phlebotomist	15.29
12305 - Radiologic Technologist	28.16
12311 - Registered Nurse I	22.70
12312 - Registered Nurse II	27.77
12313 - Registered Nurse II Specialist	27.77
12314 - Registered Nurse III	33.59
12315 - Registered Nurse III Anesthetist	33.59
12316 - Registered Nurse IV	40.26
12317 - Scheduler (Drug and Alcohol Testing)	24.82
12320 - Substance Abuse Treatment Counselor	21.63
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	22.45
13012 - Exhibits Specialist II	27.80
13013 - Exhibits Specialist III	34.01
13041 - Illustrator I	22.45
13042 - Illustrator II	27.80
13043 - Illustrator III	34.01
13047 - Librarian	30.80
13050 - Library Aide/Clerk	11.36
13054 - Library Information Technology Systems Administrator	27.80
13058 - Library Technician	14.32
13061 - Media Specialist I	20.06
13062 - Media Specialist II	22.45
13063 - Media Specialist III	25.02
13071 - Photographer I	17.71
13072 - Photographer II	20.47
13073 - Photographer III	23.36
13074 - Photographer IV	28.71
13075 - Photographer V	33.68
13090 - Technical Order Library Clerk	15.74
13110 - Video Teleconference Technician	20.06
14000 - Information Technology Occupations	
14041 - Computer Operator I	13.68
14042 - Computer Operator II	16.13
14043 - Computer Operator III	17.99
14044 - Computer Operator IV	19.99
14045 - Computer Operator V	22.13
14071 - Computer Programmer I	(see 1) 22.50
14072 - Computer Programmer II	(see 1) 25.20
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	13.68
14160 - Personal Computer Support Technician	19.99
14170 - System Support Specialist	26.47
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	28.71
15020 - Aircrew Training Devices Instructor (Rated)	34.74
15030 - Air Crew Training Devices Instructor (Pilot)	41.65
15050 - Computer Based Training Specialist / Instructor	28.14
15060 - Educational Technologist	34.20
15070 - Flight Instructor (Pilot)	41.65
15080 - Graphic Artist	21.18

15085 - Maintenance Test Pilot Fixed Jet/Prop	43.69
15086 - Maintenance Test Pilot Rotary Wing	43.69
15088 - Non-Maintenance Test/Co-Pilot	43.69
15090 - Technical Instructor	25.73
15095 - Technical Instructor/Course Developer	31.48
15110 - Test Proctor	20.78
15120 - Tutor	20.78
16000 - Laundry Dry-Cleaning Pressing And Related Occupations	
16010 - Assembler	11.27
16030 - Counter Attendant	11.27
16040 - Dry Cleaner	12.90
16070 - Finisher Flatwork Machine	11.27
16090 - Presser Hand	11.27
16110 - Presser Machine Drycleaning	11.27
16130 - Presser Machine Shirts	11.27
16160 - Presser Machine Wearing Apparel Laundry	11.27
16190 - Sewing Machine Operator	13.44
16220 - Tailor	13.98
16250 - Washer Machine	11.81
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	22.86
19040 - Tool And Die Maker	27.29
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	17.07
21030 - Material Coordinator	19.75
21040 - Material Expediter	19.75
21050 - Material Handling Laborer	12.64
21071 - Order Filler	11.96
21080 - Production Line Worker (Food Processing)	17.07
21110 - Shipping Packer	14.91
21130 - Shipping/Receiving Clerk	14.91
21140 - Store Worker I	14.07
21150 - Stock Clerk	18.92
21210 - Tools And Parts Attendant	17.07
21410 - Warehouse Specialist	17.07
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	27.01
23019 - Aircraft Logs and Records Technician	21.93
23021 - Aircraft Mechanic I	25.78
23022 - Aircraft Mechanic II	27.01
23023 - Aircraft Mechanic III	28.02
23040 - Aircraft Mechanic Helper	18.96
23050 - Aircraft Painter	24.30
23060 - Aircraft Servicer	21.93
23070 - Aircraft Survival Flight Equipment Technician	24.30
23080 - Aircraft Worker	23.00
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	23.00
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	25.78
23110 - Appliance Mechanic	19.84
23120 - Bicycle Repairer	16.19
23125 - Cable Splicer	37.10
23130 - Carpenter Maintenance	18.52
23140 - Carpet Layer	19.56
23160 - Electrician Maintenance	22.81
23181 - Electronics Technician Maintenance I	22.08
23182 - Electronics Technician Maintenance II	23.75
23183 - Electronics Technician Maintenance III	25.61
23260 - Fabric Worker	20.63
23290 - Fire Alarm System Mechanic	21.52
23310 - Fire Extinguisher Repairer	19.32
23311 - Fuel Distribution System Mechanic	24.25
23312 - Fuel Distribution System Operator	19.32
23370 - General Maintenance Worker	17.48
23380 - Ground Support Equipment Mechanic	25.78
23381 - Ground Support Equipment Servicer	21.93
23382 - Ground Support Equipment Worker	23.00

23391 - Gunsmith I	19.32
23392 - Gunsmith II	21.64
23393 - Gunsmith III	24.25
23410 - Heating Ventilation And Air-Conditioning Mechanic	22.84
23411 - Heating Ventilation And Air Contidioning Mechanic (Research Facility)	23.92
23430 - Heavy Equipment Mechanic	21.26
23440 - Heavy Equipment Operator	19.32
23460 - Instrument Mechanic	24.25
23465 - Laboratory/Shelter Mechanic	22.86
23470 - Laborer	12.64
23510 - Locksmith	22.86
23530 - Machinery Maintenance Mechanic	21.00
23550 - Machinist Maintenance	21.56
23580 - Maintenance Trades Helper	13.06
23591 - Metrology Technician I	24.25
23592 - Metrology Technician II	25.40
23593 - Metrology Technician III	26.35
23640 - Millwright	23.13
23710 - Office Appliance Repairer	20.53
23760 - Painter Maintenance	15.83
23790 - Pipefitter Maintenance	25.81
23810 - Plumber Maintenance	24.33
23820 - Pneudraulic Systems Mechanic	24.25
23850 - Rigger	24.25
23870 - Scale Mechanic	21.64
23890 - Sheet-Metal Worker Maintenance	22.46
23910 - Small Engine Mechanic	20.23
23931 - Telecommunications Mechanic I	27.20
23932 - Telecommunications Mechanic II	28.49
23950 - Telephone Lineman	35.60
23960 - Welder Combination Maintenance	19.27
23965 - Well Driller	22.41
23970 - Woodcraft Worker	24.25
23980 - Woodworker	19.32
24000 - Personal Needs Occupations	
24550 - Case Manager	14.59
24570 - Child Care Attendant	10.18
24580 - Child Care Center Clerk	12.70
24610 - Chore Aide	11.21
24620 - Family Readiness And Support Services Coordinator	14.59
24630 - Homemaker	14.59
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	25.31
25040 - Sewage Plant Operator	19.55
25070 - Stationary Engineer	25.31
25190 - Ventilation Equipment Tender	17.82
25210 - Water Treatment Plant Operator	19.46
27000 - Protective Service Occupations	
27004 - Alarm Monitor	18.53
27007 - Baggage Inspector	13.70
27008 - Corrections Officer	21.95
27010 - Court Security Officer	21.10
27030 - Detection Dog Handler	15.33
27040 - Detention Officer	21.95
27070 - Firefighter	20.41
27101 - Guard I	13.70
27102 - Guard II	15.33
27131 - Police Officer I	24.02
27132 - Police Officer II	26.69
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	12.13
28042 - Carnival Equipment Repairer	12.98
28043 - Carnival Worker	9.64
28210 - Gate Attendant/Gate Tender	15.96
28310 - Lifeguard	12.47

28350 - Park Attendant (Aide)	17.86
28510 - Recreation Aide/Health Facility Attendant	13.03
28515 - Recreation Specialist	22.12
28630 - Sports Official	14.22
28690 - Swimming Pool Operator	15.34
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	22.01
29020 - Hatch Tender	22.01
29030 - Line Handler	22.01
29041 - Stevedore I	20.99
29042 - Stevedore II	23.25
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist Center (HFO) (see 2)	38.78
30011 - Air Traffic Control Specialist Station (HFO) (see 2)	26.74
30012 - Air Traffic Control Specialist Terminal (HFO) (see 2)	29.45
30021 - Archeological Technician I	17.31
30022 - Archeological Technician II	19.37
30023 - Archeological Technician III	23.99
30030 - Cartographic Technician	23.99
30040 - Civil Engineering Technician	24.28
30051 - Cryogenic Technician I	26.57
30052 - Cryogenic Technician II	29.34
30061 - Drafter/CAD Operator I	17.31
30062 - Drafter/CAD Operator II	19.37
30063 - Drafter/CAD Operator III	21.58
30064 - Drafter/CAD Operator IV	26.57
30081 - Engineering Technician I	14.92
30082 - Engineering Technician II	16.75
30083 - Engineering Technician III	18.74
30084 - Engineering Technician IV	23.20
30085 - Engineering Technician V	28.39
30086 - Engineering Technician VI	34.34
30090 - Environmental Technician	23.29
30095 - Evidence Control Specialist	23.99
30210 - Laboratory Technician	21.58
30221 - Latent Fingerprint Technician I	26.57
30222 - Latent Fingerprint Technician II	29.34
30240 - Mathematical Technician	23.99
30361 - Paralegal/Legal Assistant I	18.48
30362 - Paralegal/Legal Assistant II	22.89
30363 - Paralegal/Legal Assistant III	28.00
30364 - Paralegal/Legal Assistant IV	33.87
30375 - Petroleum Supply Specialist	29.34
30390 - Photo-Optics Technician	23.99
30395 - Radiation Control Technician	29.34
30461 - Technical Writer I	23.99
30462 - Technical Writer II	29.34
30463 - Technical Writer III	35.50
30491 - Unexploded Ordnance (UXO) Technician I	24.65
30492 - Unexploded Ordnance (UXO) Technician II	29.82
30493 - Unexploded Ordnance (UXO) Technician III	35.74
30494 - Unexploded (UXO) Safety Escort	24.65
30495 - Unexploded (UXO) Sweep Personnel	24.65
30501 - Weather Forecaster I	26.57
30502 - Weather Forecaster II	32.31
30620 - Weather Observer Combined Upper Air Or (see 2)	21.58
Surface Programs	
30621 - Weather Observer Senior (see 2)	23.99
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	29.82
31020 - Bus Aide	11.00
31030 - Bus Driver	15.03
31043 - Driver Courier	13.06
31260 - Parking and Lot Attendant	11.00
31290 - Shuttle Bus Driver	14.14
31310 - Taxi Driver	12.29
31361 - Truckdriver Light	14.14
31362 - Truckdriver Medium	15.10

31363 - Truckdriver Heavy	20.70
31364 - Truckdriver Tractor-Trailer	20.70
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	14.54
99030 - Cashier	10.77
99050 - Desk Clerk	12.13
99095 - Embalmer	28.09
99130 - Flight Follower	24.65
99251 - Laboratory Animal Caretaker I	12.88
99252 - Laboratory Animal Caretaker II	13.95
99260 - Marketing Analyst	27.47
99310 - Mortician	28.09
99410 - Pest Controller	17.27
99510 - Photofinishing Worker	12.95
99710 - Recycling Laborer	15.71
99711 - Recycling Specialist	18.78
99730 - Refuse Collector	14.26
99810 - Sales Clerk	11.50
99820 - School Crossing Guard	14.42
99830 - Survey Party Chief	21.53
99831 - Surveying Aide	14.10
99832 - Surveying Technician	19.32
99840 - Vending Machine Attendant	16.79
99841 - Vending Machine Repairer	19.80
99842 - Vending Machine Repairer Helper	17.14

Note: Executive Order (EO) 13706 Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured or has other health-related needs including preventive care; or for reasons resulting from or to assist a family member (or person who is like family to the employee) who is the victim of domestic violence, sexual assault or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: Life accident and health insurance plans, sick leave, pension plans, civic and personal leave, severance pay and savings and thrift plans. Minimum employer contributions costing an average of \$4.54 per hour computed on the basis of all hours worked by service employees employed on the contract.

HEALTH & WELFARE EO 13706: Minimum employer contributions costing an average of \$4.22 per hour computed on the basis of all hours worked by service employees employed on the covered contracts. *

*This rate is to be used only when compensating employees for performance on an SCA-covered contract also covered by EO 13706 Establishing Paid Sick Leave for Federal Contractors. A contractor may not receive credit toward its SCA obligations for any paid sick leave provided pursuant to EO 13706.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 10 years and 4 after 20 years. Length of service includes the whole span of continuous service with the present contractor or successor wherever employed and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day Martin Luther King Jr.'s Birthday Washington's Birthday Memorial Day Independence Day Labor Day Columbus Day Veterans' Day Thanksgiving Day and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b) this wage determination does not apply to any employee who individually qualifies as a bona fide executive administrative or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally because job titles vary widely and change quickly in the computer industry job titles are not determinative of the application of the computer professional exemption. Therefore the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

- (1) The application of systems analysis techniques and procedures including consulting with users to determine hardware software or system functional specifications;
- (2) The design development documentation analysis creation testing or modification of computer systems or programs including prototypes based on and related to user or system design specifications;
- (3) The design documentation testing creation or modification of computer programs related to machine operating systems; or
- (4) A combination of the aforementioned duties the performance of which

requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance explosives and incendiary materials. This includes work such as screening blending dying mixing and pressing of sensitive ordnance explosives and pyrotechnic compositions such as lead azide black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization modification renovation demolition and maintenance operations on sensitive ordnance explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with or in close proximity to ordnance (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands face or arms of the employee engaged in the operation irritation of the skin minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving unloading storage and hauling of ordnance explosive and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance explosives and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract by the employer by the state or local law etc.) the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition where uniform cleaning and maintenance is made the responsibility of the employee all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount or the furnishing of contrary affirmative proof as to the actual cost) reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However in

those instances where the uniforms furnished are made of "wash and wear" materials may be routinely washed and dried with other personal garments and do not require any special treatment such as dry cleaning daily washing or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract by the contractor by law or by the nature of the work there is no requirement that employees be reimbursed for uniform maintenance costs.

**** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS ****

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations" Fifth Edition (Revision 1) dated September 2015 unless otherwise indicated.

**** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE Standard Form 1444 (SF-1444) ****

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e. the work to be performed is not performed by any classification listed in the wage determination) be classified by the contractor so as to provide a reasonable relationship (i.e. appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification wage rate and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award the contractor prepares a written report listing in order the proposed classification title(s) a Federal grade equivalency (FGE) for each proposed classification(s), job description(s) and rationale for proposed wage rate(s) including information regarding the agreement or disagreement of the authorized representative of the employees involved or where there is no authorized representative the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the action together with the agency's recommendations and pertinent information including the position of the contractor and the employees to the U.S. Department of Labor Wage and Hour Division for review (See 29 CFR 4.6(b)(2)(ii)).

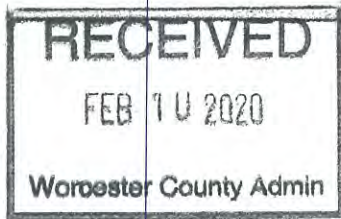
4) Within 30 days of receipt the Wage and Hour Division approves modifies or disapproves the action via transmittal to the agency contracting officer or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour Division's decision to the contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember it is not the job title but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split combine or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1))."



8

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

JOHN H. TUSTIN, P.E.
DIRECTOR

JOHN S. ROSS, P.E.
DEPUTY DIRECTOR

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

MEMORANDUM

TO: Harold L. Higgins, Chief Administrative Officer
FROM: John H. Tustin, P.E., Director *JHT*
DATE: February 10, 2020
SUBJECT: Quitclaim – Smith Avenue

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

.....
I have had the opportunity to review the attached January 22, 2020, letter and documentation from Mark Cropper, as it relates to the proposed quitclaim by Barry and Amy Krisko for a portion of a platted but unimproved road in West Ocean City known as "Smith Avenue" and offer the following comments.

This road as shown on the survey entitled "Boundary Survey with Location of Improvements" dated October 29, 2019 by Gregory P. Wilkins Surveyor, Inc. located off Old Bridge Road in Worcester County is not listed within the Inventory of Public Roads of Worcester County. There are no plans for the County to make improvements to this road; therefore, I would recommend that the quitclaim deed be executed when appropriate.

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

Attachment

cc: Frank J. Adkins

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

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

EMAIL ADDRESS:
mccropper@ajgalaw.com

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

OF COUNSEL
HAROLD B. GORDY, JR.

January 22, 2020

Maureen Howarth, Esq.
County Attorney
Worcester County Government Center
1 West Market Street, Room 1103
Snow Hill, MD 21863-1195

RE: Quitclaim Deed for Platted But Unimproved Road

Dear Maureen:

I represent Barry G. Krisko, Jr. and Amy S. Krisko, his wife, with regard to acquiring that portion of a platted but unimproved road in West Ocean City, Maryland, known as "Smith Avenue." As you recall, I previously sent you and Roscoe and email about this and included a copy of the draft deed for review and approval. Once approved, I had it signed by John Gudelsky on behalf of Martha's Landing Resort, LLC, formerly known as Martha's Landing, LLC. In order to process this request and consistent with the resolution adopted by the Worcester County Commissioners on April 18, 1995, please find enclosed the following:

1. The original Quitclaim Deed with an Exhibit A attached thereto, which is a survey prepared by Gregory P. Wilkins Surveyor, Inc., that reflects the property owned by the Kriskos and Martha's Landing Resort, LLC, including that portion of Smith Avenue being requested;
2. A copy of the Krisko's deed of record;
3. A copy of the Martha's Landing Resort, LLC (formerly Martha's Landing, LLC) deed of record;
4. Title certifications for each of the above signed by me; and
5. A letter from Frank J. Adkins certifying that Smith Avenue is not included in the Inventory of Public Roads of Worcester County.

Should anything further be needed from me in order to process this request, please advise and it will be provided without delay. As always, your cooperation is appreciated.

Very truly yours,

Mark Spencer Cropper

Enclosures

cc: Barry Krisko
John Gudelsky

MSC:slc

NO TITLE EXAMINATION REQUESTED OR PERFORMED - NO MONETARY CONSIDERATION

THIS QUITCLAIM DEED, made this _____ day of _____, 2020, by and between County Commissioners of Worcester County, Maryland, a body corporate and politic of the State of Maryland, hereinafter called "Grantor", and Martha's Landing Resort, LLC, a Maryland limited liability company formerly known as Martha's Landing, LLC, hereinafter called "Martha's Landing", and Barry G. Krisko, Jr. and Amy S. Krisko, his wife, hereinafter called "Grantees".

WHEREAS, Grantees are the owners of Lot 12 on the Plat of West Ocean City pursuant to Deed dated July 2, 2004 and recorded among the Land Records of Worcester County, Maryland in Liber SVH No. 4199, folio 430, et seq.; and

WHEREAS, the Plat of West Ocean City which is recorded in Plat Book ODC No. 1, folio 4, references a 50-foot wide proposed road located adjacent to the westerly property line of the Grantees' land; and

WHEREAS, the Grantor does not intend to build a road on said property, and said road has never been accepted by Grantor as part of the County Road System; and

WHEREAS, Grantees are the owners of the southerly portion of the east half of Smith Avenue by Quitclaim Deed from Grantor dated December 4, 2007 and recorded among the aforesaid Land Records in Liber SVH No. 5036, folio 509, et seq.; and

WHEREAS, Martha's Landing is the record title owner of the property north of Lot 12 and adjacent to and lying east of the east side of Smith Avenue, which Martha's Landing acquired pursuant to Deed dated May 6, 1999 and recorded among the aforesaid Land Records in Liber SVH No. 2691, folio 009, et seq.; and

WHEREAS, with the consent of Martha's Landing, Grantor has agreed to convey to Grantees the northern portion of the east side of the 50-foot wide proposed road known as Smith Avenue as more specifically defined on the "Boundary Survey with Location of Improvements – House No. 13019, Lot 12 & the Easterly Half of Smith Avenue, Map of West Ocean City", dated October 29, 2019 attached hereto as Exhibit "A" and incorporated herein by reference.

NOW, THEREFORE, THIS QUITCLAIM DEED, WITNESSETH, that for good consideration but no monetary consideration, the Grantor and Martha's Landing hereby convey to the Grantees, as tenants by the entireties, their assigns, the survivor of them, and the personal representatives and assigns of such survivor, forever in fee simple, whatever right, title and interest the Grantor and Martha's Landing may have in the property identified as a "3,787 Sq. Ft. of the Easterly Half of Platted Smith Avenue (Tidal Wetlands)" as reflected on Exhibit "A" attached hereto and made a part hereof.

TOGETHER with the improvements thereon and the rights, roads, ways, waters, privileges, appurtenances to the same belonging or in anywise appertaining.

TO HAVE AND TO HOLD the above described property unto the Grantees herein, as tenants by the entireties, their assigns, the survivor of them, and the personal representatives and assigns of such survivor, forever in fee simple.

SEE NEXT PAGES FOR SIGNATURES

AS WITNESS the hand and seal of the Grantor herein the day and year first above written.

WITNESS:

County Commissioners of Worcester County,
Maryland

Harold Higgins
Chief Administrative Officer

By: _____ (SEAL)
Joseph M. Mitrecic
President

STATE OF MARYLAND, COUNTY OF WORCESTER, to wit:

I HEREBY CERTIFY that on this _____ day of _____, 2020, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Joseph M. Mitrecic, who acknowledged himself to be the President of County Commissioners of Worcester County, Maryland, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained.

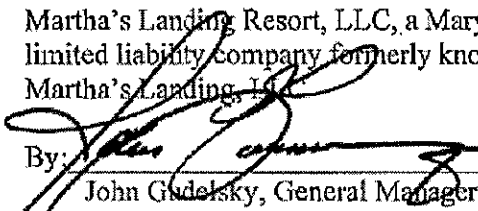
AS WITNESS my hand and Notarial Seal.

NOTARY PUBLIC

My Commission Expires:

AS WITNESS the hand and seal of Martha's Landing herein the day and year first above written.

WITNESS:

Martha's Landing Resort, LLC, a Maryland limited liability company formerly known as Martha's Landing, LLC
By:  (SEAL)
John Gudelsky, General Manager

STATE OF MARYLAND, COUNTY OF WORCESTER, to wit:

I HEREBY CERTIFY that on this 21st day of January, 2020, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared John Gudelsky, who made oath in due form of law and under penalties of perjury that he is the General Manager of Martha's Landing Resort, LLC, a Maryland limited liability company, and who, being authorized so to do, executed the foregoing instrument for the purposes therein contained.

AS WITNESS my hand and Notarial Seal.


NOTARY PUBLIC

WENDY J. ALCALDE
NOTARY PUBLIC
Montgomery County, Maryland
My Commission Expires April 20, 2021

My Commission Expires: 4/20/21

I, an Attorney-at-Law of the State of Maryland, do hereby certify that the within instrument was either prepared by me or prepared under my supervision.

Mark Spencer Cropper

After recording please return to:
Ayres, Jenkins, Gordy & Almand, P.A.
6200 Coastal Highway, Suite 200
Ocean City, MD 21842
File No. 05-0342C

EXHIBIT "A"

LINE	BEARING	DISTANCE
PL1	S 86°09'15" E	4.74'
PL2	N 29°20'00" E	28.36'
PL3	S 67°42'27" E	5.25'
PL4	S 79°03'35" E	12.83'
PL5	S 73°43'58" W	6.08'

BOUNDARY SURVEY WITH LOCATION OF IMPROVEMENTS

HOUSE NO. 13019
LOT 12 & THE EASTERLY HALF OF SMITH AVENUE
MAP OF WEST OCEAN CITY

TENTH TAX DISTRICT
WORCESTER COUNTY, MARYLAND
TAX MAP 27, PARCEL 239
LOT AREA = 11,214 SQ. FT.
CURRENTLY ZONED R-3
REQUIRED SETBACKS: FRONT = 25'
SIDES = 5' EACH, REAR = 30'
FLOOD ZONE AE; BASE FLOOD ELEV. = 5.00' & 6.00' NAVD 83
PLAT REFERENCE: O.D.G. 1/4
DEED REFERENCE LOT 12: S.V.M. 4199/430
DEED REFERENCE EASTERLY HALF OF SMITH AVENUE ADJACENT TO LOT 12:
S.V.L. 5036/509


NOTES:
1. THIS LOT IS SUBJECT TO WORCESTER COUNTY BOARD OF ZONING
APPEALS CASE NO. 76374 & 91523.
2. SITE LIES IN THE ATLANTIC COASTAL DUNE CRITICAL AREA AND IS
CLASSIFIED AS AN INTENSELY DEVELOPED AREA, (IDA), AND IS IN
BUFFER MANAGEMENT AREA GROUP C25.

LEGEND

These standard symbols will
be found in the drawing.


- FOUND IRON ROD
- FOUND CONCRETE MONUMENT
- △ UNMARKED POINT
- ⊥ "NO PARKING" SIGN
- ⚡ UTILITY POLE
- ⊙ WATER METER

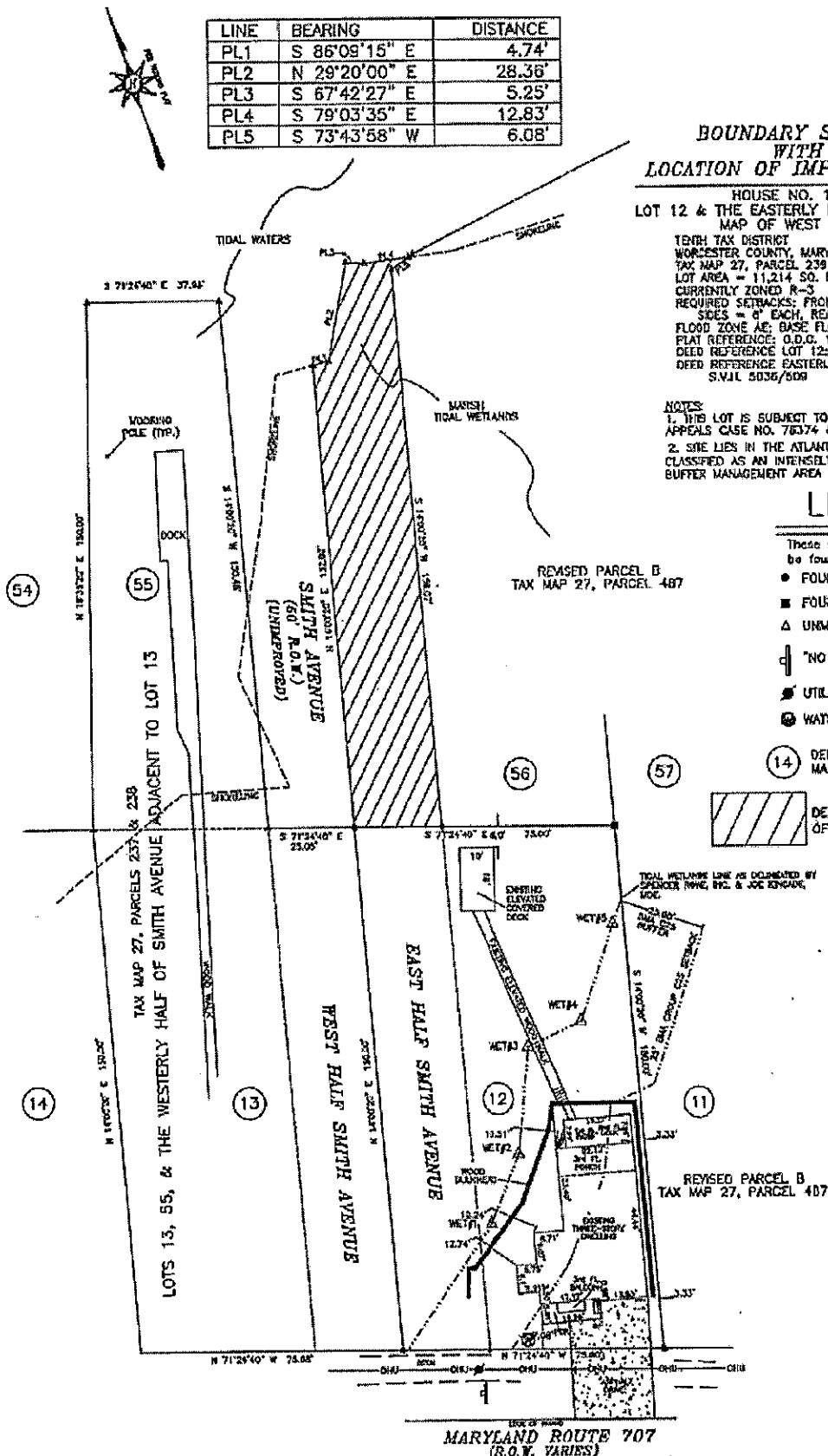
(14) DENOTES ORIGINAL LOT NUMBERS AS PER
MAP OF WEST OCEAN CITY RECORD PLAT

 DENOTES 3,707 SQ. FT. OF THE EASTERLY HALF
OF PLATTED SMITH AVENUE (TIDAL WETLANDS)

I CERTIFY THE BOUNDARY SURVEY WITH
LOCATION OF IMPROVEMENTS AS SHOWN
HEREON IS A TRUE REPRESENTATION OF THE
EXISTING VISIBLE IMPROVEMENTS AT THE DATE
OF THIS SURVEY. NO TITLE SEARCH WAS MADE
OR OBTAINED.

PROFESSIONAL CERTIFICATION
I HEREBY CERTIFY THAT THESE MEASUREMENTS WERE
PERFORMED BY ME OR UNDER MY SUPERVISION
AND THAT I AM A duly LICENSED
PROFESSIONAL LAND SURVEYOR UNDER THE LAWS
OF THE STATE OF MARYLAND LICENSE NO. 21823,
EXPIRATION DATE 07-15-2021.

 10.21823 GREGORY P. WILKINS - PATENTED GREGORY P. WILKINS SURVEYOR, INC.	
GREGORY P. WILKINS SURVEYOR, INC. 12626 OLD BRIDGE ROAD OCEAN CITY, MD 21842 (410)213-0222	
SCALE: 1" = 20'	DATE: 10/28/2019
GRAPH BY: CPMB	JOB NO: 0955



CERTIFICATION

The undersigned hereby certifies to the County Commissioners of Worcester County, Maryland, the marketable fee simple title to 130109 Old Bridge Road, Ocean City, MD 21842, further described as Lot 12, Map of West Ocean City, is, as of the date of this certification, vested in Barry G. Krisko, Jr. and Amy S. Krisko, his wife, by virtue of Deed dated July 2, 2004 and recorded among the Land Records of Worcester County, Maryland in Liber SVH No. 4199, folio 430, et seq.

The undersigned further certifies to the County Commissioners of Worcester County, Maryland, the marketable fee simple title to the southerly portion of the east half of Smith Avenue, Ocean City, MD 21842, further described as ALL that certain lot and land lying on the north side of the old State Road and being the easterly uniform one-half portion of the street, adjacent to Lot Number 12 as depicted on a Plat known as Lot 12 Map of West Ocean City; this parcel fronts along the entire westerly boundary of Lot 12, being 150 feet in length and extends a uniform width of 25 feet, is, as of the date of this certification, vested in Barry G. Krisko, Jr. and Amy S. Krisko, his wife, by virtue of Deed dated December 4, 2007 and recorded among the Land Records of Worcester County, Maryland in Liber SVH No. 5036, folio 509, et seq.

Dated: January 6, 2020

AYRES, JENKINS, GORDY & ALMAND, P.A.

By:

Mark Spencer Cropper

Real Property Data Search

Search Result for WORCESTER COUNTY

View Map	View GroundRent Redemption	View GroundRent Registration
Special Tax Recapture: None		
Account Identifier: District - 10 Account Number - 015553		
Owner Information		
Owner Name:	KRISKO BARRY G JR & KRISKO AMY S	Use: RESIDENTIAL Principal Residence: NO
Mailing Address:	59 HONEYSUCKLE CT ELIZABETHTOWN PA 17022-9546	Deed Reference: /04199/ 00430
Location & Structure Information		
Premises Address:	13019 OLD BRIDGE RD OCEAN CITY 21842-0000 Waterview	Legal Description: LOT 12 50' X 150' N SIDE OLD OCEAN CITY RD
Map:	Grid:	Parcel:
0027	0008	0239
Neighborhood:	Subdivision:	Section:
10030030.24	72B8	
Block:	Lot:	Assessment Year:
	12	2020
Plat No:	Plat Ref:	
Special Tax Areas: None		
Town: None		
Ad Valorem: None		
Tax Class: None		
Primary Structure Built	Above Grade Living Area	Finished Basement Area
2008	3,584 SF	
Property Land Area	County Use	
7,500 SF		
Stories	Basement	Type
3	NO	STANDARD UNIT
Exterior	Quality	Full/Half Bath
SIDING/	8	2 full/ 1 half
Garage	Last Notice of Major Improvements	
1 Attached		
Value Information		
	Base Value	Value
		As of
		01/01/2020
Land:	184,000	184,000
Improvements	415,000	422,000
Total:	599,000	606,000
Preferential Land:	0	0
		Phase-In Assessments
		As of
		07/01/2019
		As of
		07/01/2020
		599,000
		601,333
Transfer Information		
Seller: MATHIAS LAURA JANE LAKE & Type: ARMS LENGTH VACANT	Date: 07/20/2004 Deed1: SVH /04199/ 00430	Price: \$350,000 Deed2:
Seller: LAKE JOHN M & SERENA Type: NON-ARMS LENGTH OTHER	Date: 06/29/1995 Deed1: RHO /02176/ 00064	Price: \$0 Deed2:
Seller: LILLIAN DYER MOTON Type: NON-ARMS LENGTH OTHER	Date: 03/10/1972 Deed1: FWH /00342/ 00410	Price: \$0 Deed2:
Exemption Information		
Partial Exempt Assessments:	Class	07/01/2019
County:	000	0.00
State:	000	0.00
Municipal:	000	0.00 0.00
Special Tax Recapture:	None	
Homestead Application Information		
Homestead Application Status: No Application		
Homeowners' Tax Credit Application Information		
Homeowners' Tax Credit Application Status: No Application		
Date:		

RETURN TO GRANTEE(S)

BAS Spring Rd
Elizabethtown, PA 17022

LIBER 4199 FOLIO 430

2

THIS DEED, made this 2nd day of JULY, A.D. Two Thousand Four (2004), by Laura Jane Lake Mathias and Elin Lake Ewald Johnson, sometimes known as Elin Lake Ewald, by Laura Lake Mathias, her attorney-in-fact hereinafter called the Grantors, witnesseth:

THAT FOR AND IN CONSIDERATION of the sum of Three Hundred Fifty Thousand and 00/100 Dollars (\$350,000.00), the receipt of which is hereby acknowledged, the said Grantors do hereby grant and convey unto Barry G. Kriske, Jr. and Amy S. Kriske, his wife, as tenants by the entireties, and not as joint tenants, and not as tenants in common, their assigns, the survivor of them, and the heirs, personal representatives and assigns of the survivor, forever in fee simple, all the following described property, to wit:

ALL that lot or parcel of land lying in West Ocean City, in the Tenth Election District of Worcester County, Maryland, on the north side of the old State Road leading from Berlin to Ocean City, and designated on the Map of West Ocean City, surveyed for Clifford P. Cropper, by W.U. Schoolfield, on April 3, A.D., 1922, and filed for record among the Land Records of Worcester County, and designated on said plat as Lot No. 12, the same lying on the north side of said State Road and on the east side of Smith Avenue, and fronting on said State Road 50 feet and abutting on the said Smith Avenue 150 feet, the said lot being bounded on the north by Lot No. 56, and on the east by Lot No. 11, the northeast corner of said Lot No. 12 touching the southwest corner of Lot No. 57.

The aforesaid property being all and the same property that was conveyed unto Laura Jane Lake Mathias and Elin Lake Ewald Johnson by Serena Jane Lake, by Deed dated May 18, 1995, and duly recorded among the Land Records of Worcester County, Maryland, in Liber R.H.O. No. 2176, Folio 64, et seq. To the aforesaid Deed and Plats and to the references and recitals therein contained, reference is hereby made for a further and more particular history and description of the property hereby conveyed as though set forth in full herein.

LIBER 4199 FOLIO 31

TOGETHER with the improvements thereon, and all the rights, roads, ways, waters, privileges, advantages and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the above described and hereby granted property unto Barry G. Krisko, Jr. and Amy S. Krisko, his wife, as tenants by the entireties, and not as joint tenants, and not as tenants in common, their assigns, the survivor of them, and the heirs, personal representatives and assigns of the survivor,, forever in fee simple; SUBJECT, NEVERTHELESS, to the covenants, restrictions, conditions, rights-of-way and reservations properly recorded among the aforesaid Land Records.

AND the said Grantors do hereby covenant that they will warrant specially the property hereby conveyed; and that they will execute such other and further assurances of the same as may be requisite.

LIBER 4199 FOLIO 32

AS WITNESS the hands and seals of the said Grantors
herein the day and year first above written.

WITNESS:

Sharon Young-Rollin Laura Jane Lake Mathias (SEAL)
Sharon Young-Rollin Laura Jane Lake Mathias

Elin Lake Ewald Johnson
sometimes known as
Elin Lake Ewald

Sharon Young-Rollin Laura Jane Lake Mathias (SEAL)
Sharon Young-Rollin Laura Jane Lake Mathias
her attorney-in-fact

STATE OF FL, COUNTY OF Lake, TO WIT:

I HEREBY CERTIFY that on this 28 day of
June, A.D. 2004, before me, the undersigned, a
Notary Public in and for the State and County aforesaid,
personally appeared Laura Jane Lake Mathias, known (or
satisfactorily proven) to me to be the person whose name is
subscribed to the within and foregoing Deed, and she made
oath in due form of law that she executed the same for the
purposes therein contained and in the capacity therein stated.

AS WITNESS my hand and Notarial Seal.

My Commission Expires: 11/29/07

NOTARY PUBLIC



Sharon Young-Rollin
MY COMMISSION # D05549 EXPIRES
November 29, 2007
BONDED THIRD PARTY FIDELITY INSURANCE, INC.

STATE OF FL, COUNTY OF Lake, TO WIT:

I HEREBY CERTIFY that on this 28 day of
June, A.D. 2004, before me, the undersigned, a
Notary Public in and for the State and County aforesaid,
personally appeared Laura Lake Mathias, known (or satisfactorily
proven) to me to be the person whose name is subscribed to as
the Attorney-in-fact for Elin Lake Ewald Johnson also known as
Elin Lake Ewald, the Grantor in the within and foregoing
Deed, and she made oath in due form of law that she executed
the same for the purposes therein contained and in the
capacity therein stated.

AS WITNESS my hand and Notarial Seal.

My Commission Expires: 11/29/07

NOTARY PUBLIC



Sharon Young-Rollin
MY COMMISSION # D05549 EXPIRES
November 29, 2007
BONDED THIRD PARTY FIDELITY INSURANCE, INC.

THIS IS TO CERTIFY that the within instrument was prepared by or under supervision of the undersigned, an attorney
duly admitted to practice before the General Appeals of Maryland.

Harry S. Groton, Jr., Attorney

Water & Wastewater Services

JUN 20 2004

Worcester Co. Finance Officer

TAXES FOR WHICH ASSESSMENTS
HAVE BEEN RECEIVED HAVE BEEN
PAID AS OF THIS DATE 12/21/04
BY T. Hill
WORCESTER COUNTY FINANCE OFFICER
EXCEPT PERSONAL PROPERTY

TRANSFER TAX PAID
FINANCE OFFICER
WORCESTER COUNTY MARYLAND
By T. Hill Date 12/21/04
\$ 6173.00

LIBER 4199 FOLIO 433

AFFIDAVIT AS TO TOTAL PAYMENT

THE undersigned certify under the penalties of perjury, that the following is true to the best of my/our knowledge, information and belief, in accordance with Section 10-912(b)(2) of the Tax-General Article of the Annotated Code of Maryland, (the Withholding Law):

1. That I am/we are the transferor(s), (or agent of the transferor(s) if so indicated), of the real property described in the accompanying deed.

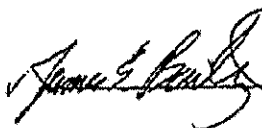
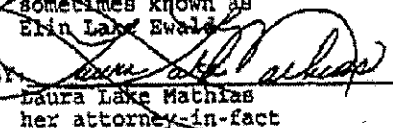
2. The total payment per Section 10-912(b) of the Tax-General Article of the Annotated Code of Maryland is: \$161,000.00.

DATED this 29 day of JUNE, 2004.

WITNESS:

TRANSFEROR(S)

Elin Lake Ewald Johnson
sometimes known as
Elin Lake Ewald

 BY  (SEAL)
Laura Lake Mathias
her attorney-in-fact

THP FD SURE \$	28.00
RECORDING FEE	20.00
RECORDATION T	2,318.00
TR TAX STATE	1,750.00
NON RESIDENT	7,647.50
TOTAL	11,747.50
Res# 1082	Rec# 19270
SHA 3478	BK 4 932
Jul 28, 2004	04:31 PM

LIBER 4199 FOLIO 34

**AFFIDAVIT AS TO TOTAL PAYMENT
INCLUDING ALLOCATION FOR COLLECTION AS TO NON-RESIDENT(S)**

[Note: This form presumes equal ownership by/among co-owners; if the co-owners/transferees hold varying percentage interests in the property, lines 4 and 5 would have to be changed to track the established percentages of co-ownership.]

THE undersigned certify under the penalties of perjury, that the following is true to the best of my/our knowledge, information and belief, in accordance with Section 10-912(b)(2) of the Tax-General Article of the Annotated Code of Maryland, (the "Withholding Law"):

1. That I am/we are the transferor(s), (or agent of the transferor(s) if so indicated), of that real property described in the accompanying deed.
2. The amount of total payment for the purpose of the Withholding Law is \$ 161,000.00
3. 1 (number of non-resident transferors) of the transferors is/are not a resident(s) of Maryland and is/are subject to collection of withholding on such transferor's allocated share of the total payment.
4. There are 2 (total number of transferors) transferors, and the total payment divided by 2 (total number of transferors) is \$ 161,000.00 allocated for each transferor.
5. The portion of the total payment subject to collection is 1 (number of non-resident transferors) times \$ 161,000.00 (amount of total payment allocated for each transferor) which equals \$ 161,000.00, as the amount of total payment to which collection of withholding applies.

DATED this 29 day of JUNE, 2004.

WITNESS

[Signature]
[Signature]

TRANSFEROR(S)

[Signature]
Elin Lake Ewald Johnson
sometimes known as
Elin Lake Ewald
[Signature]
Laura Lake Mathias
her attorney-in-fact

LIBER 4199 FOLIO 435

Certification of Exemption from Withholding Upon Disposition of Maryland Real Estate Affidavit of Residence or Principal Residence

Based on the certification below, Transferor claims exemption from the tax withholding requirements of 10-912 of Maryland's Tax General Article. Section 10-912 states that certain tax payments must be withheld when a deed or other instrument that affects a change in ownership of real property is recorded. The requirements of 10-912 do not apply when a transferor provides a certification of Maryland residence or certification that the transferred property is the transferor's principal residence.

1. Transferor Information

Name of Transferor

Laura Jane Lake Mathias

2. Reason for Exemption

Resident Status:

☒ I, transferor, am a resident of the State of Maryland.

Principal Residence:

☐ Although I am no longer a resident of the State of Maryland, the Property is my principal residence as defined in IRC 121.

Under penalty of perjury, I certify that I have examined this declaration and that, to the best of my knowledge, it is true, correct and complete.

Individual Transferors

Sharon Young Rollin
Sharon Young Rollin
Laura Jane Lake Mathias
Laura Jane Lake Mathias
Transferor

Maryland Resident Withholding Affidavit

AFFIDAVIT AS TO TOTAL PAYMENT

THE undersigned certify under the penalties of perjury, that the following is true to the best of my/our knowledge, information and belief, in accordance with Section 10-912(b)(2) of the Tax-General Article of the Annotated Code of Maryland, (the Withholding Law):

1. That I am/we are the transferor(s), (or agent of the transferor(s) if so indicated), of the real property described in the accompanying deed.

2. The amount of total payment for the purpose of the Withholding Law is \$ 161,000.00

DATED this 28th day of June, 2004.

WITNESS:

Sharon Young Rollin
Sharon Young Rollin
Laura Jane Lake Mathias
Laura Jane Lake Mathias
Transferor

JUL 20 2004

The foregoing instrument
filed for record and is accordingly recorded
among the land records of Worcester County,
Maryland

[Signature] Clerk

WORCESTER COUNTY CIRCUIT COURT (Land Records) SVH 4199, p. 0436, MSA_CE31_4359, Date available 01/02/2020

LIBER 4199 FOLIO 36

State of Maryland Land Instrument Intake Sheet
☐ Baltimore City ☒ County: Worcester

Information provided is for the use of the Clerk's Office, State Department of Assessments and Taxation, and County Planning Office only.

(Type or Print in Black Ink Only - All Copies Must Be Legible)

Type(s) of Instruments	<input checked="" type="checkbox"/> Deed <input checked="" type="checkbox"/> Mortgage <input type="checkbox"/> Other: <u>10A</u>
Conveyance Type Check Box	<input checked="" type="checkbox"/> Improved Sale <input type="checkbox"/> Unimproved Sale <input type="checkbox"/> Multiple Accounts <input type="checkbox"/> Not an Arms-Length Sale (9)
Tax Exemptions (If Applicable)	<input type="checkbox"/> Recordation <input type="checkbox"/> State Transfer <input type="checkbox"/> County Transfer

Consideration and Tax Calculations	Consideration Amount		Finance Office Use Only	
Purchase Price/Consideration	\$	350,000	Transfer Tax Consideration	\$
Any New Mortgage	\$	315,000	X() % =	\$
Balance of Existing Mortgage	\$		Less Exemption Amount	\$
Other:	\$		Total Transfer Tax	\$
Other:	\$		Recordation Tax Consideration	\$
Full Cash Value	\$		X() per \$500 =	\$
			TOTAL DUE	\$

Fees	Amount of Fee		Doc #		Agent
Recording Charge	\$	20	\$	20	Tax Bill:
Surcharge	\$	20	\$	20	C.B. Credit:
State Recordation Tax	\$	2310	\$		Ag. Tax/Other:
State Transfer Tax	\$	1,050	\$		
County Transfer Tax	\$	1,050	\$		
Other	\$		\$		
Other Recording Charge	\$		\$	20 (1)	

Description of Property SDAT requires submission of all applicable information. A maximum of 40 characters will be indexed in accordance with the priority cited in Real Property Article Section 3-104(g)(3)(f).	District	Property Tax ID No. (1)	Grantor Liber/Palle	Map	Parcel No.	Var. LOG
	10	015553	2171114	27	27	279
	Subdivision Name	Lot (3a)	Block (3b)	Section (3c)	Plat Ref.	Sq Ft/Acreage (4)
		12				75000
	Location/Address of Property Being Conveyed (3)					
	Old Bridge Rd. W. Ocean City MD					
	Other Property Identifiers (If applicable)					
	Water Meter Account No.					

Residential (For Non-Residential) <input type="checkbox"/> Fee Simple (For Grant Best) <input type="checkbox"/> Amount:	
Partial Conveyance? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Description/Am. of Sq Ft/Acreage Transferred:	

Transferred From	Dec. 2 - Grantor(s) Name(s)		Dec. 3 - Grantor(s) Name(s)	
	Laura Jane Lake Mathison and Elia Lake Ewald Johnson		Barry G. Kricker, Jr. Amy S. Kricker	
Transferred To	Dec. 2 - Owner(s) of Record (If Different from Grantor(s))		Dec. 3 - Owner(s) of Record (If Different from Grantor(s))	
	Elia Lake Ewald		Barry G. Kricker, Jr. Amy S. Kricker	
	New Owner's (Grantor) Mailing Address			
	895 Spring Rd., Elizabethtown PA 17022			

Other Names to Be Indexed	Dec. 2 - Additional Names to Be Indexed (Optional)		Dec. 3 - Additional Names to Be Indexed (Optional)	

Contact/Mail Information	Instrument Submitted By or Contact Person		<input type="checkbox"/> Return to Contact Person <input type="checkbox"/> Hold for Pickup <input checked="" type="checkbox"/> Return Address Provided
	Name: <u>Tina Brack</u> Firm: <u>Harris E. Brack, Jr.</u> Address: <u>210 Brack</u> Phone: <u>(410) 1-11-3800</u>		

Assessment Information	IMPORTANT: BOTH THE ORIGINAL DEED AND A PHOTOCOPY MUST ACCOMPANY EACH TRANSFER	
	Assessment Information: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Will the property being conveyed be the grantee's principal residence? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Does transfer include personal property? If yes, identify: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Was property surveyed? If yes, attach copy of survey (if recorded, no copy required).	

Assessment Map Only - Do Not Write Below This Line					
Transfer Number: <u>18</u> Date Received: <u>18</u> Grantor Signature: <u>Barry G. Kricker, Jr.</u> Assessor's Signature: <u>Tina Brack</u>					
YAM	18	18	GRN	MAP	VAR
LIB			ZON	QUL	PLAT
BLDG			USE	PART	ENCL
Total			Tax Cr.	Fr. St.	Ex. Cr.
REMARKS:					

Distribution: White - Clerk's Office
Green - SDAT
Pink - Office of Finance
Goldend - Proprietor
AOC-CC-200 (8/95)

THIS QUITCLAIM DEED, made this 4th day of December, A.D. Two Thousand Seven (2007), by the duly elected and currently serving COUNTY COMMISSIONERS OF WORCESTER COUNTY, a body corporate and politic of the State of Maryland, Grantor to Barry G. Krisko, Jr., and Amy S. Krisko, his wife, , hereinafter called the Grantees, witnesseth:

WHEREAS, Grantors have by resolution adopted prior hereto abandoned many platted roads and street in Worcester County, including the portion of the adjacent street, hereinafter described.

WHEREAS, Grantees are the owners of Lot Number 12 as shown on a Plat known as "Map of West Ocean City", surveyed for Clifford P. Cropper, by W.U. Schoolfield, on April 3, 1922 and filed for record among the Land Records of Worcester County, Maryland in Plat Book O.D.C. No. 1, folio 4 pursuant to Deed dated July 2, 2004 and recorded among the Land Records of Worcester County, Maryland in Liber S.V.H. No. 4199, folio 430, et seq. and

WHEREAS by operation of law, the Grantees are the owners of the property hereinafter more particularly described as being quitclaimed to them and the Grantor has agreed to join herein to make as a matter of record the fact that it has abandoned and quitclaimed the property of the adjacent alley hereinafter more particularly described.

NOW, THEREFORE THIS DEED WITNESSETH: THAT FOR AND IN CONSIDERATION of the sum of Zero Dollars (\$-0-) and other valuable consideration, the receipt and sufficiency of which

FILED

2007 DEC 18 P 2:07

STEPHEN V. HALES
CLK. CT. CT.
WOR.CO

is hereby acknowledged, the said Grantor for and on behalf of Worcester County, Maryland, does hereby quitclaim unto Barry G. Krisko, Jr., and Amy S. Krisko, his wife, as tenants by the entireties, and not as joint tenants, and not as tenants in common, their assigns, the survivor of them, and the heirs, personal representatives and assigns of the survivor, forever in fee simple, all of the right, title and interest and estate of Worcester County, Maryland, in the lot of ground lying and being situate on the mainland near Ocean City and in the Tenth Election District of Worcester County, Maryland, and described as follows:

ALL that certain lot or parcel of land lying on the north side of the old State Road and being the easterly uniform one-half portion of the street, adjacent to Lot Number 12 as depicted on a Plat known as "Lot 12 Map of West Ocean City, Tenth Tax District, Worcester County, Maryland" This parcel fronts along the entire westerly boundary of Lot 12, being 150 feet in length and extends a uniform width of 25 feet.

To the aforesaid Deed and to the references and recitals therein contained, reference is hereby made for a further and more particular history and description of the property hereby conveyed as though set forth in full herein.

TOGETHER with the improvements thereon, and all the rights, roads, ways, waters, privileges, advantages and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the above described and hereby granted property unto Barry G. Krisko, Jr., and Amy S. Krisko, his wife, as tenants by the entireties, and not as joint tenants, and not as tenants in common, their assigns, the survivor of

them, and the heirs, personal representatives and assigns of the survivor,, forever in fee simple; **SUBJECT, NEVERTHELESS,** to the covenants, restrictions, conditions, reservations and private rights of way as may exist.

AS WITNESS the hand and seal of the said Grantor herein the day and year first above written.

WITNESS:

COUNTY COMMISSIONERS OF WORCESTER COUNTY

[Signature]

by: *[Signature]* (SEAL)
James L. Purnell, Jr., President

STATE OF Maryland, COUNTY OF *Worcester*, TO WIT:

I HEREBY CERTIFY that on this 4th day of December, A.D. 2007, before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared James L. Purnell, Jr.

known (or satisfactorily proven) to me to be the person whose name is subscribed to as the President of the County Commissioners of Worcester County, the Grantor in the within and foregoing Deed, and he/she made oath in due form of law that he/she executed the same for the purposes therein contained and in the capacity therein stated and did further certify that his/her signature affixed hereto is the only signature required to bind this transaction, and that this transfer is not all or substantially all of the property and assets of the County Commissioners of Worcester County.

AS WITNESS my hand and Notarial Seal.

My Commission Expires:

Sept 1, 2011

NOTARY PUBLIC


[Signature]


TAXES FOR WHICH ASSESSMENTS
HAVE BEEN RECEIVED HAVE BEEN
PAID AS OF THIS DATE: 12/18/07
Worcester County Finance Officer
By: [Signature] No account req.
EXCISE TAXES ON REAL PROPERTY

TRANSFER TAX NOT REQUIRED
FINANCE OFFICER
WORCESTER COUNTY MARYLAND
By: [Signature]
Date: 12/15/07

Affidavit

We the undersigned Barry S. Krisko, Jr., and Amy S. Krisko, his wife, Grantees herein hereby certify that there was no monetary consideration (\$0.00) involved in this conveyance.

 (SEAL)
Barry S. Krisko, Jr.

 (SEAL)
Amy S. Krisko, ~~his~~

THIS IS TO CERTIFY that the within instrument was prepared by or under supervision of the undersigned, an attorney duly admitted to practice before the Court of Appeals of Maryland.


Harry S. Grotzer, Jr., Attorney

File No. 24496A

APP. FOLIO	20.00
RECORDING FEE	20.00
TOTAL	40.00
Next PROSE	NOV 7 4 50 PM
SVH 3478	WIK 5/3
Dec 18 2007	12:52 PM

DEC 18 2007 The foregoing instrument
filed for record and is accordingly recorded
among the land records of Worcester County,
Maryland.

 Clerk

State of Maryland Land Instrument Intake Sheet																																																																			
<input type="checkbox"/> Baltimore City <input checked="" type="checkbox"/> County: Worcester Information provided is for the use of the Clerk's Office, State Department of Assessments and Taxation, and County Finance Office Only. (Type or Print in Black Ink Only—All Copies Must Be Legible)																																																																			
1 Type(s) of Instruments		<input type="checkbox"/> Check Box if addendum Intake Form is Attached.																																																																	
2 Conveyance Type Check Box		<input type="checkbox"/> Deed of Trust <input type="checkbox"/> Mortgage Lease <input checked="" type="checkbox"/> Other: <u>Quitclaim Deed</u> <input type="checkbox"/> Improved Sale Arms-Length (1) <input type="checkbox"/> Unimproved Sale Arms-Length (2) <input type="checkbox"/> Multiple Accounts Arms-Length (3) <input type="checkbox"/> Not an Arms-Length Sale (2)																																																																	
3 Tax Exemptions (if applicable)		Recordation <input checked="" type="checkbox"/> Y State Transfer <input checked="" type="checkbox"/> Y County Transfer <input checked="" type="checkbox"/> Y																																																																	
4 Consideration and Tax Calculations		Consideration Amount Purchase Price/Consideration \$ 0.00 Any New Mortgage \$ Balance of Existing Mortgage \$ Other: \$ Other: \$ Full Cash Value: \$				Finance Office Use Only Transfer and Recordation Tax Consideration Transfer Tax Consideration \$ X () % = \$ Less Exemption Amount = \$ Total Transfer Tax = \$ Recordation Tax Consideration \$ X () per \$500 = \$ TOTAL DUE \$																																																													
5 Fees		Amount of Fees Doc. 1 Doc. 2 Recording Charge \$ 20.00 \$ Surcharge \$ 20.00 \$ State Recordation Tax \$ \$ State Transfer Tax \$ \$ County Transfer Tax \$ \$ Other \$ \$ Other \$ \$				Agent: Tax Bill: C.D. Credit: Ag. Tax/Other:																																																													
6 Description of Property		District: Property Tax ID No. (1) Grantor Lien/Folio Map Parcel No. Var. LOG Subdivision Name Lot (1a) Block (1b) Sect/Alt (1c) Plat Ref. SqFt/Acreage (4) Location/Address of Property Being Conveyed (2) Half of the bed of Smith Avenue, adjacent to lot 12, tax map 27, parcel 238, West Ocean City Other Property Identifiers (if applicable) Water Meter Account No. Residential <input checked="" type="checkbox"/> or Non-Residential Fee Simple <input checked="" type="checkbox"/> or Ground Rent () Amount: Partial Conveyance? Yes <input type="checkbox"/> No <input type="checkbox"/> Description/Amt. of SqFt/Acreage Transferred: If Partial Conveyance, List Improvements Conveyed: Doc. 1 - Grantor(s) Name(s) Doc. 2 - Grantor(s) Name(s) County Commissioners of Worcester County Doc. 1 - Owner(s) of Record, if Different from Grantor(s) Doc. 2 - Owner(s) of Record, if Different from Grantor(s) Doc. 1 - Grantee(s) Name(s) Doc. 2 - Grantee(s) Name(s) Barry G. Krisko, Jr. Amy S. Krisko New Owner's (Grantee) Mailing Address 88 Honeysuckle Court, Elizabethtown, PA 17022																																																																	
7 Transferred From		Doc. 1 - Grantor(s) Name(s) Doc. 2 - Grantor(s) Name(s)																																																																	
8 Transferred To		Doc. 1 - Grantee(s) Name(s) Doc. 2 - Grantee(s) Name(s)																																																																	
9 Other Names to Be Indexed		Doc. 1 - Additional Names to be Indexed (Optional) Doc. 2 - Additional Names to be Indexed (Optional)																																																																	
10 Contact/Mail Information		Instrument Submitted By or Contact Person Name: Harry S. Grolon, Jr. Firm: Harry S. Grolon, Jr., P.A. Address: 21 S. Main Street Berlin, MD 21811 Phone: (410) 641-3800 <input type="checkbox"/> Return to Contact Person <input type="checkbox"/> Hold for Pickup <input checked="" type="checkbox"/> Return Address Provided																																																																	
11 Assessment Information		IMPORTANT: BOTH THE ORIGINAL DEED AND A PHOTOCOPY MUST ACCOMPANY EACH TRANSFER Will the property being conveyed be the grantee's principal residence? Does transfer include personal property? If yes, identify: Was property surveyed? If yes, attach copy of survey (if recorded, no copy required).																																																																	
Assessment Use Only - Do Not Write Below This Line		<table border="1"> <thead> <tr> <th colspan="2">Terminal Verification</th> <th colspan="2">Agricultural Verification</th> <th colspan="2">Whole</th> <th colspan="2">Part</th> <th colspan="2">Trans. Process Verification</th> </tr> <tr> <th>Transfer Number</th> <th>Date Received</th> <th>Deed Reference</th> <th>Assigned Property No.</th> <th>Year</th> <th>Map</th> <th>Sub</th> <th>Block</th> <th>Year</th> <th>Map</th> </tr> </thead> <tbody> <tr> <td>Land</td> <td>20</td> <td>20</td> <td></td> <td>Geo.</td> <td>Map</td> <td>Sub</td> <td>Block</td> <td></td> <td></td> </tr> <tr> <td>Buildings</td> <td></td> <td></td> <td></td> <td>Zoning</td> <td>Grid</td> <td>Plat</td> <td>Lot</td> <td></td> <td></td> </tr> <tr> <td>Total</td> <td></td> <td></td> <td></td> <td>Use</td> <td>Phased</td> <td>Section</td> <td>Ccc. Cd.</td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td>Town Cd.</td> <td>Ex. St.</td> <td>Ex. Cd.</td> <td></td> <td></td> <td></td> </tr> </tbody> </table>						Terminal Verification		Agricultural Verification		Whole		Part		Trans. Process Verification		Transfer Number	Date Received	Deed Reference	Assigned Property No.	Year	Map	Sub	Block	Year	Map	Land	20	20		Geo.	Map	Sub	Block			Buildings				Zoning	Grid	Plat	Lot			Total				Use	Phased	Section	Ccc. Cd.							Town Cd.	Ex. St.	Ex. Cd.			
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REMARKS:		REMARKS: 																																																																	

Space Reserved for County Valuation



MSA CSU 2157-2192



CERTIFICATION

The undersigned hereby certifies to the County Commissioners of Worcester County, Maryland, the marketable fee simple title to Revised Parcel B, Tax Map 27, Parcel 487, Ocean City, MD 21842, is, as of the date of this certification, vested in Martha's Landing Resort, LLC (formerly known as Martha's Landing, LLC, a Maryland limited liability company), by virtue of Deed dated May 6, 1999 and recorded among the Land Records of Worcester County, Maryland in Liber SVH No. 2691, folio 009, et seq., and the Amended and Restated Articles of Organization filed with the Maryland State Department of Assessments and Taxation on May 5, 1999.

Dated: January 6, 2020

AYRES, JENKINS, GORDY & ALMAND, P.A.

By:

Mark Spencer Cropper

Real Property Data Search

Search Result for WORCESTER COUNTY

View Map	View GroundRent Redemption	View GroundRent Registration
Special Tax Recapture: None		
Account Identifier: District - 10 Account Number - 372054		
Owner Information		
Owner Name:	MARTHA'S LANDING LLC	Use: RESIDENTIAL
Mailing Address:	11900 TECH RD SILVER SPRING MD 20904-1910	Principal Residence: NO Deed Reference: /02691/ 00009
Location & Structure Information		
Premises Address:	13055 OLD BRIDGE RD OCEAN CITY 21842-0000	Legal Description: REV P-B 6.71 ACS E/S SMTIH AVE & OLD BDGERD JOHN'S LANDING PL
Map: Grid: Parcel: Neighborhood: Subdivision: Section: Block: Lot: Assessment Year: Plat No:	0027 0008 0487 10030030.24 1254 B 2020 156023	
Special Tax Areas: None	Town: None	Plat Ref: 0186/ 0003
Ad Valorem: None	Tax Class: None	
Primary Structure Built	Above Grade Living Area	Finished Basement Area
		Property Land Area 6.7100 AC
		County Use 000000
Stories	Basement	Type
		Exterior
		Quality
		Full/Half Bath
		Garage
		Last Notice of Major Improvements
Value Information		
	Base Value	Value
		As of
		01/01/2020
Land:	0	0
Improvements	0	0
Total:	0	0
Preferential Land:	0	0
		Phase-in Assessments
		As of
		07/01/2019
		As of
		07/01/2020
		0
		0
Transfer Information		
Seller: JOHN'S LANDING L.L.C.	Date: 05/12/1999	Price: \$0
Type: NON-ARMS LENGTH OTHER	Deed1: SVH /02691/ 00009	Deed2:
Seller:	Date:	Price:
Type:	Deed1:	Deed2:
Seller:	Date:	Price:
Type:	Deed1:	Deed2:
Exemption Information		
Partial Exempt Assessments:	Class	07/01/2019
County:	000	0.00
State:	000	0.00
Municipal:	000	0.00 0.00
		0.00 0.00
Special Tax Recapture: None		
Homestead Application Information		
Homestead Application Status: No Application		
Homeowners' Tax Credit Application Information		
Homeowners' Tax Credit Application Status: No Application		
Date:		

NO CONSIDERATION DEED

THIS DEED is made this 6th day of May, 1999, from JOHN'S LANDING, L.L.C., a Maryland limited liability company, whose name was changed to Martha's Landing, LLC, pursuant to Amended and Restated Articles of Organization filed on May 5, 1999, at the Maryland State Department of Assessments and Taxation ("Grantor"), TO ITSELF, under its current name, MARTHA'S LANDING, LLC, a Maryland limited liability company ("Grantee"), FOR THE SOLE PURPOSE of reflecting said name change of the owner of the "Property" (hereinafter defined) among the land records of Worcester County, Maryland.

Martha's
Landing
Resort, LLC
?

NOW, THEREFORE, for good and valuable consideration, though NO MONETARY CONSIDERATION IS INVOLVED, the receipt and sufficiency of which are acknowledged, and intending to be legally bound hereby, Grantor hereby grants and conveys to Grantee, its successors and assigns, in fee simple, all those lots or parcels of land situate, lying and being in Worcester County, Maryland, and being more particularly described on Exhibit "A" attached hereto and made part hereof (the "Property"), and in those deeds previously recorded at liber 2590, folio 116 and liber 2590, folio 127 among the land records of Worcester County, Maryland.

TOGETHER WITH, the buildings and improvements erected, made or being on such land being conveyed to Grantee; all of the rights, alleys, ways, waters, waterways, easements, privileges, appurtenances, and advantages belonging or in anywise appertaining to such land being conveyed to Grantee, including EDUs (as defined under applicable laws, rules and ordinances of Worcester County, Maryland), and all riparian and other rights and property interests benefiting, belonging or pertaining to the land as a result of the land binding upon, having access to or being traversed by any stream, bay, pond, or other body of water); and all right, title, and interest of Grantor in and to the land lying in the bed of any existing public street, road, or highway (open or proposed) in front of, adjoining, or servicing such land being conveyed to Grantee including condemnation awards or payments in lieu thereof as a result of a change of grade, alignment or access rights.

39 CURRENT: 110502 v.03 02/27/00
CM: 4/27/99 Cng Typist Ed. 6/10/99

99 MAY 12 AM 11:13
STEPHEN V. HALES
CLK. CT. CT.
WOR. CO.

TO HAVE AND TO HOLD, such land and premises above described or mentioned and hereby intended to be conveyed, together with the rights, privileges, appurtenances, and advantages thereto belonging or appertaining onto Grantee, Grantee's successors and assigns, in fee simple, forever.

AND Grantor hereby warrants specially the property hereby conveyed; Grantor hereby covenants that Grantor has a good right to convey the property hereby intended to be conveyed; and Grantor will, on demand of Grantee, or Grantee's successors or assigns, execute any instrument necessary for the further assurance of the title to the land and premises that may be reasonably required.

AND by its signature hereunder, Grantor hereby certifies and makes affidavit under the penalties of perjury that the actual consideration paid or to be paid for the foregoing conveyance, including the amount of any mortgage or deed of trust assumed by Grantee, is the sum total of NO CONSIDERATION.

IN WITNESS WHEREOF, the Grantor has caused this Deed to be executed as of the day and year first above written.

WITNESS:

MARTHA'S LANDING, LLC, formerly John's Landing, L.L.C., a Maryland limited liability company


By: Martha's Landing Resort, LLC, a Maryland limited liability company, its Sole Member

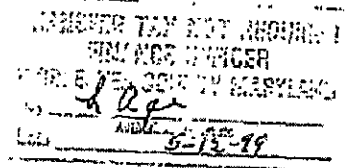


By: 
Martha B. Gudelsky
General Manager

Water & Wastewater Services
Worcester County

NO ASSESSMENT
By:  Date: 5/12/99

TAXES FOR WHICH ASSESSMENTS
HAVE BEEN RECEIVED HAVE BEEN
PAID AS OF THIS DATE 5-12-99
WORCESTER COUNTY FINANCE OFFICER
BY: 
FOR PERSONAL PROPERTY



LIBER 269 | FOLIO 1 |

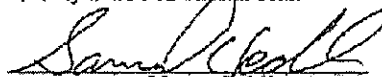
STATE OF MARYLAND

COUNTY OF MONTGOMERY

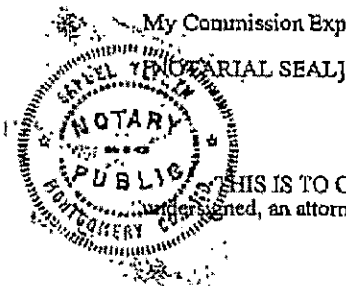
*
* to wit:
*

I HEREBY CERTIFY that on this 6th day of May, 1999, before me, a Notary Public in and for the State and County aforesaid, personally appeared Martha B. Gudelsky, known to me (or satisfactorily proven) to be the General Manager of Martha's Landing Resort, LLC, a Maryland limited liability company, the Sole Member of Martha's Landing, LLC, formerly John's Landing, L.L.C., a Maryland limited liability company, and that such officer, being authorized to do so, executed the foregoing and annexed instrument for the purposes therein contained by signing the name of the said company.


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


Samuel Yedlin, Notary Public

My Commission Expires: 01/01/02



THIS IS TO CERTIFY that the within instrument was prepared under the supervision of the undersigned, an attorney duly admitted to practice before the Court of Appeals of Maryland.


David M. Cohen

LIBER 2691, FOLIO 12
All those lots or parcels of land lying and being situate in the Tenth Election District of Worcester County, Maryland, which are more particularly described with reference to a survey and plat entitled "'ALTA/ACSM LAND TITLE SURVEY' LANDS OF ANN LOCKHART SHOWELL TENTH TAX DISTRICT WORCESTER COUNTY, MARYLAND", prepared by Frank G. Lynch, Jr. & Associates, Inc., Revised 9/10/98, Re-Revised 10/15-98, certified by Frank G. Lynch, Jr. & Associates, as follows:

LEGAL DESCRIPTION

RE-REVISED PARCEL A
LANDS OF ANN LOCKHART SHOWELL
TENTH TAX DISTRICT
WORCESTER COUNTY, MARYLAND

BEGINNING FOR THIS DESCRIPTION at a point on the easterly line of Golf Course Road; thence along said easterly line of Golf Course Road, N. 20° 25' 25" E. - 587.17 feet to an iron pipe found, said point being the southwest corner of the lands of the Worcester County Sanitary District, deed reference: Liber 1151, folio 136 et. seq.; thence along the lines of the lands of the aforesaid Worcester County Sanitary District the three following courses: (1) S. 69° 34' 35" E. - 40.00 feet to a concrete monument found; thence (2) N. 20° 25' 25" E. - 30.87 feet to an iron pipe found; thence (3) N. 20° 25' 25" W. - 20.00 feet to a point on the center of Ocean Avenue; thence along the center line of Ocean Avenue S. 69° 34' 35" E. - 375.00 feet to a point, said point being on the center line of Front Street, an un-improved 30 foot wide platted road; thence along the center line of said Front Street, said Front Street being located along the easterly outline of Block F as shown on a plat entitled "Subdivision 'A' - Ocean City Heights" as recorded in Platbook: Liber O.D.C. 45, folio 89, N. 20° 25' 25" E. - 600.00 feet to a point, said point being on the southerly line of Old Ocean City Boulevard, said road being also known as Maryland Route 707; thence along said Maryland Route 707 the four following courses: (1) S. 69° 34' 35" E. - 15.00 feet to a point; thence (2) S. 70° 16' 14" E. - 100.87 feet to a concrete monument found; thence (3) S. 20° 18' 19" W. - 5.00 feet to a concrete monument found; thence (4) S. 69° 41' 41" E. - 1,433.30 feet to a point, said point being the northwest corner of the lands of Louie J. and Beatrice M. Paglierani, deed reference: Liber 2404, folio 24 et. seq.; thence along the lands of said Louie J. and

Beatrice M. Paglierani the five following courses: (1) S. 20° 18' 19" W. - 193.11 feet to a point; thence (2) S. 22° 10' 26" W. - 15.00 feet to a point; thence (3) S. 67° 49' 35" E. - 80.04 feet to a point; thence (4) N. 22° 10' 26" E. - 15.00 feet to a point; thence (5) N. 20° 18' 19" E. - 190.28 feet to a point, said point being on the southerly line of Maryland Route 707; thence along said southerly line of Maryland Route 707, S. 71° 24' 40" E. - 159.43 feet to a point, said point being the northwest corner of the lands of Marina Acquisitions, Inc., deed reference: Liber 1680, folio 168 et. seq.; thence along the lands of said Marina Acquisitions, Inc. the five following courses: (1) S. 20° 30' 06" W. - 200.23 feet to a point; thence (2) S. 22° 10' 25" W. - 15.00 feet to a point; thence (3) S. 67° 49' 35" E. - 159.99 feet to a point; thence (4) N. 22° 10' 25" E. - 15.00 feet to a point; thence (5) N. 20° 30' 06" E. - 210.24 feet to a point, said point being on the southerly line of Maryland Route 707; thence along said southerly line of Maryland Route 707, S. 71° 24' 39" E. - 479.50 feet to a point, said point being the northwest corner of the lands of Frederick E. Pielert, et. al., deed reference: Liber 1359, folio 341, et. seq.; thence along the westerly line of the lands of Frederick E. Pielert, et. al., S. 20° 30' 06" W. - 140.23 feet to a concrete monument found, said point being the northeast corner of the lands of Joseph L. and Adele Kroart, deed reference: Liber 1343, folio 538 et. seq.; thence along the lines of the lands of said Joseph L. and Adele Kroart, the six following courses: (1) N. 67° 49' 36" W. - 80.00 feet to a point; thence (2) S. 20° 30' 06" W. - 100.00 feet to a point; thence (3) S. 22° 10' 25" W. - 15.00 feet to a point; thence (4) S. 67° 49' 35" E. - 80.03 feet to a point; thence (5) N. 22° 10' 25" E. - 15.00 feet to a point; thence (6) N. 20° 30' 06" E. - 85.81 feet to a concrete monument found, said point being the southwest corner of the aforesaid lands of Frederick E. Pielert, et. al.; thence along the lands of Frederick E. Pielert, et. al., the two following courses: (1) S. 70° 50' 33" E. - 77.07 feet to a concrete monument found; thence (2) N. 30° 18' 08" E. - 8.72 feet to a concrete monument found, said point being the southwest corner of the lands of Ruth E. Pielert and Frederick E. Pielert, deed reference: Liber 752, folio 511; thence along the southerly line of said Ruth E. Pielert and Frederick E. Pielert and also along the southerly line of the lands of Louie J. and Beatrice M. Paglierani, deed reference: Liber 2404, folio 28 et. seq. S. 71° 32' 26" E. - 298.65 feet to a point; thence S. 58° 59' 53" E. - 30.0 feet to the center of Sunset Avenue, deed reference: Liber B.B. 24, folio 353; thence along the center of said Sunset Avenue, N. 31° 00' 07" E. - 155.98 feet to a point; thence along the southerly line of the lands of Marina Acquisitions, Inc. deed reference: Liber 1877, folio 216 et. seq., S. 71° 24' 40" E. - 15.0 feet more

LIBER 2590 FOLIO 121

LIBER 2691 FOLIO 14

or less to the shoreline of Sinepuxent Bay; thence along the generally westerly line of said Sinepuxent Bay such distance is as necessary to reach the southeast corner of the lands of J & Y Parker Family Ltd. Partnership, deed reference: Liber 2467, folio 315 et. seq.; thence along the lines of the lands of said J & Y Parker Family Ltd. Partnership the three following courses: (1) N. 06° 44' E. - 58.84 feet to a point; thence (2) N. 38° 16' 00" W. - 10.14 feet to a point; thence (3) N. 06° 44' E. - 66.78 feet to a point; thence along the generally northerly outline of the residue of Sunset Avenue, deed reference: Liber B.B. 24, folio 353 et. seq., the two following courses: (1) N. 38° 44' 37" W. - 48.49 feet to a point; thence (2) N. 83° 16' 00" W. - 225.88 feet to a point; thence with a curve concave to the southerly having an arc length of 207.08 feet and a radius distance of 60.00 feet to a point; thence (6) with a curve concave to the northeasterly having an arc length of 31.17 feet and a radius distance of 20.00 feet to a point; thence (7) N. 83° 16' 00" W. - 1,565.24 feet to a point; thence along the lines of the lands of the Commissioners of Worcester County, Maryland, deed reference: Liber 2521, folio 386 et. seq., the three following courses: (1) N. 06° 44' 00" E. - 150.00 feet to a point; thence (2) N. 83° 16' 00" W. - 137.50 feet to a point; thence S. 06° 44' 00" W. - 100.00 feet to a point, said point being a point on the northerly line of the lands of the Commissioners of Worcester County, Maryland deed reference: Liber 2521, folio 394 et. seq.; thence along the lines of the lands of the aforesaid Commissioners of Worcester County, Maryland the two following courses: (1) N. 83° 16' 00" W. - 37.50 feet to a point; thence (2) S. 06° 44' 00" W. - 50.00 feet to a point, said point being on the northerly line of Sunset Avenue; thence along said northerly line of Sunset Avenue the two following courses: (1) N. 83° 16' 00" W. - 2.25 feet to a point; thence (2) N. 38° 16' 00" W. - 84.85 feet to the point of beginning.

CONTAINING 58.3 acres of land more or less.

SAVINGS AND EXCEPTING from said 58.3 acres all that land described on the attached page, consisting of 165,210.0 square feet.

& SOULÉ
ASSOCIATES, P.C.

Stephen S. Soule, P.E.
David W. Sner, P.E.
R. Lee Gilliss, Jr., P.L.S.

ENGINEERING/SURVEYING/PLANNING

LEGAL DESCRIPTION

PARCEL E - (HOTEL SITE)

"JOHN'S LANDING"

Tenth Tax District, Worcester County, MD

BEGINNING for this description at a point on a cul-de-sac at the easterly end of Sunset Avenue, said point being the southwesterly corner of the property herein described, said point being also established from the front lot corners of Lots 15 and 16 as shown on a plat titled "Revision of and Addition to Plat No. 1, Ocean City Harbor Subdivision", as recorded amongst the Land Records of Worcester County Maryland in Liber ODCZ, Folio 74, by the following courses:

- 1) N 78d 03' 12" E a distance of 71.89 feet
- 2) N 67d 11' 19" E a distance of 24.67 feet
- 3) N 27d 15' 10" W a distance of 118.99 feet

thence running N 13d 49' 44" W a distance of 62.75 feet, thence S 83d 31' 01" E a distance of 41.61 feet, thence N 52d 43' 46" E a distance of 262.14 feet to a point of curvature for a curve convex to the north, thence by and with the arc of said curve, which has an interior angle of 83d 59' 07" and a radius of 32.00 feet, a distance of 64.77 feet to a point of tangency, thence S 63d 17' 06" E a distance of 167.73 feet to a point of curvature for a curve convex to the northeast, thence by and with the arc of said curve, which has an interior angle of 50d 16' 06" and a radius of 58.00 feet, a distance of 50.89 feet to a point of tangency, thence S 13d 01' 00" E a distance of 111.04 feet, thence N 78d 59' 00" E a distance of 27.50 feet, thence S 13d 01' 00" E a distance of 100.00 feet, thence S 78d 59' 00" W a distance of 23.50 feet, thence S 13d 01' 00" E a distance of 147.60 feet, to the Mean High Water Line in the Synepxent Bay, thence by and with said Mean High Water Line the following two (2) courses:

- 1) S 72d 41' 23" W a distance of 19.01 feet
- 2) S 83d 03' 28" W a distance of 234.65 feet to the easterly line of Lot 22A of the "SEA STRAND" thence by and with said line the following three (3) courses:

- 1) N 6d 44' 00" E a distance of 33.81 feet
- 2) N 38d 16' 00" W a distance of 10.14 feet
- 3) W 6d 44' 00" E a distance of 66.72 feet

to the limits of an access easement which has a width of thirty-four (34) feet, thence by and with said easement N 38d 44' 37" W a distance of 48.49 feet, thence N 83d 16' 00" W a distance of 225.97 feet to a point on a curve in the cul-de-sac at the easterly terminus of Sunset Avenue, thence by and with the arc of said curve, which is convex to the east and north and has an interior angle of 165d 09' 10" and a radius of 60.00 feet a distance of 172.95 feet to the point of beginning, said parcel being found to contain 163,210.1 square feet of land, more or less.

LEGAL DESCRIPTION

REVISED PARCEL B
LANDS OF ANN LOCKHART SHOWELL
TENTH TAX DISTRICT
WORCESTER COUNTY, MARYLAND

LIBER 2590 FOLIO 123

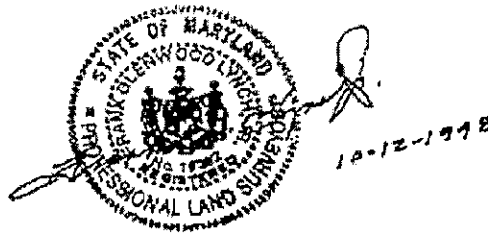
BEGINNING FOR THIS DESCRIPTION at a point on the shoreline of Sinepuxent Bay, said point being the northeast corner of the lands of Marina Acquisitions, Inc., deed reference: Liber 1877, folio 216 et. seq.; thence along the northerly line of said lands of Marina Acquisitions, Inc., N. 71° 24' 40" W. - 188.98 feet more or less to a point, said point being the northwest corner of the lands of Marina Acquisitions, Inc.; thence along the northerly lines of Maryland Route 707 the three following courses: (1) with a curve concave to the southerly having an arc length of 122.61 feet and a radius distance of 50.00 feet to a point; thence (2) with a curve concave to the northerly with an arc length of 26.84 feet and a radius distance of 25.00 feet to a point; thence (3) along the center of Truitt Avenue, N. 14° 00' 20" W. - 150.80 feet to a point; thence N. 75° 59' 40" W. - 10.00 feet to a point; thence along the lands of Joseph L. and Adele Kraart part of the way and along the lands of William D. Purnell, Jr., et. al., deed reference: Liber 1736, folio 289 et. seq.,

N. 71° 24' 40" W. - 150.00 feet to a point; thence along the westerly line of the lands of the said William D. Purnell, Jr., S. 14° 00' 20" W. - 150.00 feet to a concrete monument found; thence along the northerly line of Maryland Route 707, N. 71° 24' 40" W. - 50.00 feet to a concrete monument found; thence along the line of the lands of Alan Artino, deed reference: Liber 2043, folio 89 et. seq., N. 14° 00' 20" E. - 150.00 feet to a point; thence along the northerly line of the lands of the following parties: Alan Artino, deed reference: Liber 2043, folio 89 et. seq.; R. Thomas and Edna P. Strayer, deed references: Liber 1680, folio 163, et. seq., Liber 929, folio 457 et. seq. and Liber 1625, folio 350 et. seq.; N. 71° 24' 40" W. - 300.00 feet to a point; thence along the westerly line of the aforesaid lands of R. Thomas and Edna P. Strayer, S. 14° 00' 20" W. - 150.00 feet to a point; thence along the northerly line of Maryland Route 707, N. 71° 24' 40" W. - 100.00 feet to a point; thence along the lines of the lands of Laura J. L. Mathias, et. al., Liber 2176,

Page ...2...Parcel B (revised)

folio 64 et. seq. the two following courses: (1) N. 14° 00' 20" E. - 150.00 feet to a point, thence (2) N. 71° 24' 40" W. - 50.00 feet to a point; thence along the easterly line of Smith Avenue, an unimproved 50 foot wide road as per a plat entitled "Map of West Ocean City" as recorded in Plat Book: Liber O.D.C. 1, folio 4, N. 14° 00' 18" E. - 150 feet more or less to a shoreline of an unnamed gut; thence along the meanderings of said un-named gut in a generally northeasterly direction to the shoreline of the Sinepuxent Bay; thence along the meanderings of said shoreline of Sinepuxent Bay in a generally southerly direction to the Point Of Beginning. CONTAINING 7.0 acres more or less.

LIBER 2590 FOLIO 124



LIBER 2590 FOLIO 125

LIBER 2691 FOLIO 18

SCHEDULE A

LEGAL DESCRIPTION

The property described herein is intended to be PART of the property conveyed to Ann Lockhart Showell from Harold B. Gordy, Jr., Trustee by Deed dated September 6, 1996 and recorded among the Land Records of Worcester County, Maryland in Liber R.H.O. No. 2313, folio 271.

In addition, the property described herein also includes some of the platted roads within or on the perimeter of said property as more particularly described in two Quit Claim Deeds from the County Commissioners of Worcester County to Ann Lockhart Showell, each dated May 5, 1998 and recorded among the Land Records of Worcester County, Maryland in Liber R.H.O. No. 2521, folio 371 and 382, respectively, and a further Confirmatory Deed from the said County Commissioners dated October 6, 1998 and recorded in Liber R.H.O. No. 2586, folio 147, confirming the last mentioned deed.

Reference is also made to a Property Line Adjustment Deed by and between Ann Lockhart Showell and J & Y Parker Family Limited Partnership dated December 16, 1997 and recorded among the Land Records of Worcester County, Maryland in Liber R.H.O. No. 2467, folio 315 (in which the said Ann Lockhart Showell reserves certain sewage and wastewater allocations known as EDU's).

IMP FD SURE 1	5.00
RECORDING FEE	75.00
TOTAL	80.00
Rest NO22	Rest # 13675
RHO 2573	Bk # 1388
Oct 16, 1998	22:47

OCT 16 1998. The foregoing instrument
filed for record and is accordingly recorded
among the land records of Worcester County,
Maryland.

Richard H. Patton Clerk

EXHIBIT "A"

All that land, located beyond the Mean High Water Mark of Sinapuxent Bay, as described in: (a) Quit Claim Deed from the County Commissioners of Worcester County, Maryland to Ann Lockhart Showell, dated May 5, 1998 recorded in Liber 2521, folio 371; (b) Deed from the County Commissioners of Worcester County, Maryland to Ann Lockhart Showell dated May 5, 1998, recorded in Liber 2521, folio 382; and (c) Confirmatory or Corrective Deed from County Commissioners of Worcester County, Maryland to Ann Lockhart Showell dated October 6, 1998, and recorded in Liber 2582, folio 147.

SSL_CUMPRIGHT 00027-01 07/27/0004
Cm 10/5/04 Dq Typing Ex 10/14/04

All that land located between: (i) the Mean High Water Mark (as the same existed prior to the issuance of the "Fill Permits" (identified below)) of Sinepuxent Bay where it forms a southerly boundary of the lands of Ann Lockhart Showell, and in particular a parcel of land consisting of ~~58.17~~ **58.3** acres, more or less, and identified as Parcel "A" in a deed from Ann Lockhart Showell to John's Landing, L.L.C., recorded immediately prior or subsequent to this Deed; and (ii) the bulkheads, revetments and other man-made walls and similar water barriers erected (or to be erected) in Sinepuxent Bay (West Ocean City Harbor) pursuant to permits issued (or to be issued) by the U.S. Army Corps of Engineers (or otherwise by the United States of America), the State of Maryland and/or the County Commissioners of Worcester County, Maryland (the "Fill Permits"); the property described above to include such bulkheads, revetments, and other walls and barriers, as well as the fill dirt located between same and the Mean High Water Mark described above.

SS. CURRENT 00435 - 01 0077 2001
Clt. 10564 Cnt. 10564 St. "C" 1.50

IMP. FD. SURE \$	5.00
RECORDING FEE	20.00
TOTAL	25.00
Rem # 10001	Rec # 50153
SVH 1064	Blk # 781
May 12, 1999	11:42 am

MAY 12 1999
The foregoing instrument
filed for record and is accordingly recorded
among the land records of Worcester County,
Maryland.

[Signature] Clerk

State of Maryland Land Instrument Intake Sheet
☐ Baltimore City ☒ County: WORCESTER

Information provided is for the use of the Clerk's Office, State Department of Assessments and Taxation, and County Finance Office only.

(Type or Print in Black Ink Only—All Copies Must Be Legible)

1 Type(s) of Instruments		<input checked="" type="checkbox"/> Deed <input type="checkbox"/> Mortgage <input type="checkbox"/> Other <input type="checkbox"/> Other																																																																																																																																																																																																																							
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3 Tax Exemptions (if Applicable) Cite or Explain Authority		<input type="checkbox"/> Recordation <input type="checkbox"/> State Transfer <input type="checkbox"/> County Transfer																																																																																																																																																																																																																							
4 Consideration and Tax Calculations		<table border="1"> <thead> <tr> <th colspan="2">Consideration Amount</th> <th colspan="2">Finance Office Use Only</th> </tr> <tr> <th></th> <th></th> <th colspan="2">Transfer and Recordation Tax Consideration</th> </tr> </thead> <tbody> <tr> <td>Purchase Price/Consideration</td> <td>\$ — 0 —</td> <td>Transfer Tax Consideration</td> <td>\$</td> </tr> <tr> <td>Any New Mortgage</td> <td>\$</td> <td>X () % =</td> <td>\$</td> </tr> <tr> <td>Balance of Existing Mortgage</td> <td>\$</td> <td>Less Exemption Amount</td> <td>\$</td> </tr> <tr> <td>Other:</td> <td>\$</td> <td>Total Transfer Tax</td> <td>\$</td> </tr> <tr> <td>Other:</td> <td>\$</td> <td>Recordation Tax Consideration</td> <td>\$</td> </tr> <tr> <td>Full Cash Value</td> <td>\$</td> <td>X () per \$500 =</td> <td>\$</td> </tr> <tr> <td></td> <td></td> <td>TOTAL DUE</td> <td>\$</td> </tr> </tbody> </table>				Consideration Amount		Finance Office Use Only				Transfer and Recordation Tax Consideration		Purchase Price/Consideration	\$ — 0 —	Transfer Tax Consideration	\$	Any New Mortgage	\$	X () % =	\$	Balance of Existing Mortgage	\$	Less Exemption Amount	\$	Other:	\$	Total Transfer Tax	\$	Other:	\$	Recordation Tax Consideration	\$	Full Cash Value	\$	X () per \$500 =	\$			TOTAL DUE	\$																																																																																																																																																																																
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Plat John's Landing
Map 27 Grid 08 Parcel 487
Transfer #315467 Subdiv. #1254

DELETE ACCT. #10017092

Parcel A 55.33 acs.
Parcel B 6.89 acs.
Consol. Pl Johns Ldg.

Residential Accts.	2nd & 3rd lines:	Marthas Landing Dr Johns Landing Plat
10371708	Lot 1 32073 sq ft.	10371848 Lot 14 13087.1 sq ft
10371716	Lot 2 20979.8 sq ft	10371856 Lot 15 13798 sq ft
10371724	Lot 3 16947.4 sq ft	10371864 Lot 16 19092 sq ft
10371732	Lot 4 17919.2 sq ft.	10371872 Lot 17 18569.4 sq ft
10371740	Lot 5 18551.8 sq ft	10371880 Lot 18 18780.4 sq ft
10371759	Lot 6 19130.6 sq ft	
10371767	Lot 7 19836.5 sq ft	
10371775	Lot 8 17069.9 sq ft	
10371783	Lot 9 23177.2 sq ft	
10371791	Lot 10 15450.5 sq ft	
10371805	Lot 11 16736.9 sq ft	
10371813	Lot 12 17531.4 sq ft	
10371821	Lot 13 15417.6 sq ft	

Lots 19 thru 32 2nd & 3rd lines of description as follows:

Old Bridge Road
Johns Landing Plat

10371899	Lot 19 14623.3 sq ft.
10371902	Lot 20 14250.1 sq ft
10371910	Lot 21 14250.1 sq ft
10371929	Lot 22 14686.3 sq ft
10371937	Lot 23 21842.2 sq ft
10371945	Lot 24 16830.6 sq ft
10371953	Lot 25 16514.2 sq ft
10371961	Lot 26 16197.1 sq ft
10371988	Lot 27 15880 sq ft
10371996	Lot 28 15563 sq ft
10372003	Lot 29 15055.4 sq ft
10372011	Lot 30 20843.2 sq ft
10372038	Lot 31 21927.1 sq ft
10372046	Lot 32 23968.4 sq ft
10372054	Par I 6.89 acs E/S Smith Ave. Johns Landing Plat
10372135	Outlots D & H Old Bridge Rd Johns Landing Plat

Commercial Accts : 2nd & 3rd lines of description (unless otherwise typed)

N/S Sunset Avenue
Johns Landing Plat

10372062 FC#1612-5 Par A & Outlots B,F,G
"MARINA" Golf Course Rd
Johns Landing Plat

10372070 FC#1612-6 Par B & Outlot A

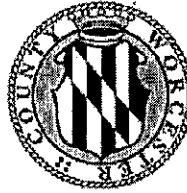
10372089 FC#1612-7 Parcel C 1.55 acs

10372097 FC#1612-8 Parcel D 42688.8 sq ft

10372100 FC#1612-9 Par E & Outlot E

10372119 FC#1612-10 Parcel F 18295.2 sq ft

10372127 FC#1612-11 Par G & Outlot C
"Yacht Club", Old Bdg. Rd.
Johns Landing Plat



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

JOHN H. TUSTIN, P.E.
DIRECTOR

January 9, 2020

JOHN S. ROSS, P.E.
DEPUTY DIRECTOR

Stacia Cropper
Ayres, Jenkins, Gordy, & Almand, P.A.
6200 Coastal Highway, Suite 200
Ocean City, MD 21842

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

RE: Proposed Quit Claim – Smith Avenue

DIVISIONS

Dear Ms. Cropper:

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

This letter is in response to your email of January 7, 2020 regarding the status of the road indicated as "Smith Avenue" as shown on the attached boundary survey from Gregory P. Wilkins Surveyor, Inc. entitled "Boundary Survey with Location of Improvements" dated October 29, 2019 located off Old Bridge Road in Worcester County.

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

This road as indicated on the survey is not listed within the Inventory of Public Roads of Worcester County.

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

Should you have any questions or concerns regarding this issue, please feel free to call me directly at (410) 632-2244.

**FLEET
MANAGEMENT**
TEL: 410-632-5673
FAX: 410-632-1753

Sincerely,

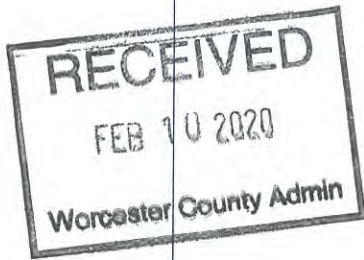
Frank J. Adkins
Roads Superintendent

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

Attachments

cc: John H. Tustin, P.E., Director of Public Works

FJA/II
\\wefile2\users\jlawrence\Letters\Quit Claim.Smith Avenue.doc



9

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

JOHN H. TUSTIN, P.E.
DIRECTOR

JOHN S. ROSS, P.E.
DEPUTY DIRECTOR

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

MEMORANDUM

TO: Harold L. Higgins, Chief Administrative Officer
FROM: John H. Tustin, P.E., Director *JHT*
DATE: February 10, 2020
SUBJECT: Bid Recommendation
Chip Seal Surfacing of County Roadways – FY20

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

Bids were received and opened on Monday, January 27, 2020 for chip seal surfacing of approximately 26.92 miles (283,693 square yards) of County roads. Attached for your review and approval are the two bids received along with a summary of cost listed below.

Vendor	Cost Per Sq. Yard	Total Estimated Cost	Page
American Paving Fabrics, Inc., Hanover, MD	\$1.356	\$384,687.70	3
Russell Standard Corporation, Mars, PA	\$1.527	\$433,199.21	4
Bid Specifications			5

Upon review by the Department of Public Works, Roads Division, it was determined that both bids received did meet the required specifications; therefore, it is requested that the Commissioners approve and accept the low bid of \$1.356 per square yard at a total estimated cost of \$384,687.70 submitted by American Paving Fabrics, Inc. Funding in the amount of \$600,000 for road resurfacing projects is available this spring in the Assigned Fund Balance.

Due to the bids coming in lower than estimated this has resulted in \$215,312.30 available for additional road resurfacing. Attached are bid documents including the Notice to Bidders, Specifications, Bid Form, Listing of County Roads to be resurfaced, and Vendor List for the application of Slurry Seal for resurfacing approximately 76,872 square yards of County Roadway for your approval to expend the remainder of the funds.

Should you have any questions, please don't hesitate to call me.

Attachments

cc: Frank Adkins

Competitive Bid Worksheet

Item: Chip Seal Surfacing of County Roadways - Spring 2020

Bid Deadline/Opening Date: 1:00 P.M., Monday, January 27, 2020

Bids Received by deadline = 2

Chip Seal Surfacing

26.92 miles of Roads

283,693 square yards[±] of

CRS-2PM Chip Seal

Vendor's Submitting Bids

Fixed Price per Square Yard

Russell Standard Corp.

P.O. Box 802

Mars, PA 16046

^{\$} 1.527

American Paving Fabrics, Inc.

6910 O'Conner Road

Hanover, Maryland 21076

^{\$} 1.356

BID FORM

"Chip Seal FY20"

I/We have reviewed the specifications and provisions for furnishing and applying approximately 283,693 square yards \pm of CRS-2PM Chip Seal to approximately 26.92 miles \pm of roads at various locations in Worcester County and understand said requirements. I/We hereby propose to furnish and apply.

283,693 Square Yards \pm CRS-2PM Chip Seal @ \$ 1.356 per square yard

Work is to be completed by June 17, 2020.

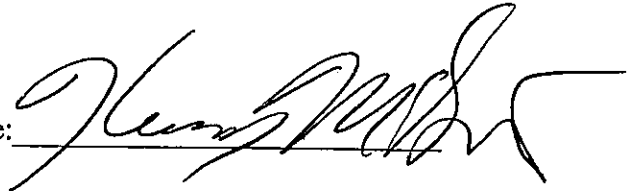
Worcester County reserves the right to adjust the quantities depending on varying circumstances

BID MUST BE SIGNED TO BE VALID.

Date:

1/27/2020

Signature:



Typed Name: Kevin McGrath

Title:

President

Firm:

American Paving Fabrics, Inc.

Address:

6910 Clonner Road
Hanover MD 21076

Phone:

410-379-2209

BID FORM

"Chip Seal FY20"

I/We have reviewed the specifications and provisions for furnishing and applying approximately 283,693 square yards \pm of CRS-2PM Chip Seal to approximately 26.92 miles \pm of roads at various locations in Worcester County and understand said requirements. I/We hereby propose to furnish and apply.

283,693 Square Yards \pm CRS-2PM Chip Seal @ \$ 1.527 per square yard

Work is to be completed by June 17, 2020.

Worcester County reserves the right to adjust the quantities depending on varying circumstances

BID MUST BE SIGNED TO BE VALID.

Date: 1/23/2020

Signature: 

Typed Name: Mike Rowe

Title: Director of Pavement Preservation

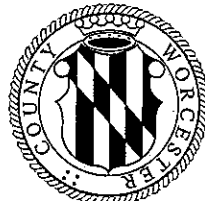
Firm: Russell Standard Corporation

Address: PO Box 802

Mars, PA 16046

Phone: 724-625-1505

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



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

OFFICE OF THE
COUNTY COMMISSIONERS

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

Worcester County

GOVERNMENT CENTER
ONE WEST MARKET STREET • ROOM 1103

SNOW HILL, MARYLAND

21863-1195

January 8, 2020

 **FAXED**
1/8/20 @ 10:04am

TO: *The Daily Times Group and Ocean City Today Group*
FROM: Kelly Shannahan, Assistant Chief Administrative Officer *KS*

Please print the attached Notice to Bidders in *The Daily Times/Worcester County Times/Ocean Pines Independent and Ocean City Digest/Ocean City Today* on January 16, 2020. Thank you.

NOTICE TO BIDDERS

Chip Seal Surfacing of Roadways Worcester County, Maryland

The Worcester County Commissioners are currently accepting bids for county-wide chip seal surfacing of various sections of roadways in Worcester County to be completed by June 17, 2020 and requiring approximately 283,693 square yards of CRS-2PM Chip Seal for surfacing roughly 26.92 miles of road for the Roads Division of the Worcester County Department of Public Works. Bid specification packages and bid forms are available from the Office of the County Commissioners, Room 1103 - Worcester County Government Center, One West Market Street, Snow Hill, Maryland 21863, obtained online under the "Bids" drop-down menu in the lower right hand side of the home page at www.co.worcester.md.us or by calling the Commissioners' Office at 410-632-1194 to request a package by mail. **Sealed bids will be accepted until 1:00 PM, Monday, January 27, 2020** 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 "**Chip Seal Bid**" in the lower left-hand corner. After opening, bids will be forwarded to the Department of Public Works for tabulation, review and recommendation to the County Commissioners for their consideration at a future meeting. In awarding the bid, the Commissioners reserve the right to reject any and all bids, waive formalities, informalities and technicalities therein, and to take whatever bid they determine to be in the best interest of the County considering lowest or best bid, quality of goods and work, time of delivery or completion, responsibility of bidders being considered, previous experience of bidders with County contracts, or any other factors they deem appropriate. All inquiries shall be directed to Frank Adkins, Roads Superintendent, at 410-632-2244, Monday through Thursday, 6:00 am to 4:30 pm.

5

Bid Specifications

The Worcester County Commissioners are currently accepting bids on Chip Seal. Sealed bids will be accepted until **1:00 PM, Monday, January 27, 2020**, at the Worcester County Commissioners Office, Room 1103, Worcester County Government Center, One West Market Street, Snow Hill, MD 21863 at which time they will be opened and publicly read aloud. After opening, bids will be forwarded to the Department of Public Works for tabulation, review and recommendation to the County Commissioners for award at a future date. **Envelopes must be marked in lower left corner with "Chip Seal Bid".**

The work is to be completed by **June 17, 2020**. No bid bond is required. If all work is not completed as specified within liquidated damages shall be imposed as stated. **A pre-construction meeting will be required within five (5) days prior to commencement of work.**

ITEM I - CRS-2PM CHIP SEAL SPECIFICATIONS:

Miscellaneous: **No work will be performed on weekends or holidays.**

WARRANTY: All work and materials shall be warranted for a period of one year.

DESCRIPTION

This work shall consist of the application of a single course of asphalt surface treatment on various roads located in Worcester County in accordance with the attached oiling schedule.

The project requires the furnishing and application of all specified asphalt and Aggregate cover materials. The contractor provides all necessary labor, equipment and materials, including maintenance of traffic items.

DEFINITION OF TERMS

Single Seal Treatment is defined as one application of asphalt material and one application of cover aggregate. These roads are identified in the schedule with 1/3 gal/sy application rate for CRS-2PM.

SPECIFICATIONS

All work on this project shall be done in accordance with the Maryland Department of Transportation State Highway Administration "Standard Specifications for Construction & Materials" dated Oct. 1993 as revised to date. Asphalt emulsion and aggregate cover material are herein specified and selected from the above. Sectional references are to the State specifications.

Additional or deleted requirements to the above SHA Standard Specifications and supplemental CRS-2PM specifications are also listed herein and shall be a part of this contract

MATERIALS AND APPLICATION RATES

Referenced SHA section 503.02

Emulsified Asphalt shall be type CRS-2PM

Spray temp: 140-160 F

Spray rate: single coat of first coat: 0.3-0.5 gal/sy

Prior to construction the contractor shall submit for approval to the Engineer sources of supply for all materials.

Aggregates:

Spread rate: Single seal treatment: single coat: No. 8 @ 20-35 lb/sy

All aggregates shall be double washed stone. Aggregates shall not be used within 24 hours of washing.

Aggregate from more than one source shall not be furnished for a specified route or a group of subdivision routes unless permitted by the Engineer. Aggregate color shall be subject to the approval of the Roads Engineer. White granite is NOT acceptable. Samples must be submitted for approval.

CONSTRUCTION

SHA 503 governs as applicable

Equipment:

Referenced SHA section: 503.03.01

All equipment shall be subject to approval by the Engineer.

Delete SHA 505.03.01 (b) tailgate spreader. The aggregate spreader shall be a self-propelled model capable of covering 12 feet in one uniform application and adjustable for various rates.

Asphalt distributing equipment per SHA specifications.

Rollers: Steel-wheeled and pneumatic tire rollers are required. See following section below.

Power broom required. See following section below.

All other equipment per SHA specs. or as required for successful prosecution of the work.

Weather:

Referenced SHA section 503.03.02

Foundation Preparation:

The County will trim the shoulders of roads to be resurfaced.

The County will patch all ruts or potholes as deemed necessary.

The contractor shall power broom the surface to remove all loose and foreign materials prior to application of the asphalt. The power broom, operator, fuel, maintenance, and traffic control will not be paid for directly, and is considered incidental to the pay items in the schedule of prices.

Seal treatment:

The asphalt shall be sprayed on the surface at the rate herein specified. Excess material in pools shall be removed. Areas not accessible to the distributor must be hand hosed. Immediately following the asphalt application, a dry, dust free aggregate shall be spread on the surface at the application rate herein specified. All areas containing insufficient aggregate shall be corrected.

Verification:

The type, quantity, and temperature of asphalt material applied must be verified to the satisfaction of the inspector.

A ticket showing the certified weight of each individual truck load of cover aggregate must be presented to the inspector on the job for all cover material prior to spreading said material on the surface to be treated. Should the contractor elect to stockpile the cover aggregate, provisions must be made to weigh the material coming from the stockpile prior to applying the material to the roadway.

Rolling:

Immediately following the aggregate application, the surface shall be rolled until the aggregate is uniformly embedded into the asphalt. The rolling shall be discontinued if the aggregate begins to crush. The contractor shall use a steel wheel roller and a static-tire roller on seal treatments. These treatments shall be subjected to a minimum of one complete pass of each type of roller on each layer of cover.

Maintenance, Protection and Performance of the Work:

Completed sections shall be closed to traffic until the final seal coat has completely cured. The contractor shall maintain the treated surface after it has been opened to traffic until final acceptance.

The contractor shall exercise control of the delivery and application of the surface treatment materials to prevent damage to the roadway surface. The speed of the delivery equipment and pilot truck shall be limited as directed by the inspector. The maintenance and protection shall include, but not be limited to, the placement of signs; the use of flaggers and pilot trucks; and placement of additional asphalt and aggregate material. In the event a failure occurs prior to acceptance, the contractor shall repair or replace the failed treatment as directed by the Engineer.

POC:

The contractor shall designate a contact person and telephone number for the handling of complaints or claims of the public due to the contractor's operation.

Mail and paper box care:

The contractor's attention is called to mail or paper boxes on this project that may be within the limit of work. These boxes if required to be moved for equipment shall be the contractor's responsibility. They shall be moved to a suitable location that mail and papers may be received as usual. When construction in a given area has reached the stage that there is no more conflict with such boxes, they shall be placed permanently at or near their original location to conform with U.S. postal requirements. If these boxes or their supports are damaged by the contractor during construction of this project, they shall be repaired or replaced in kind at the contractor's expense.

No additional payment will be made to the contractor for adjustments to the existing mail and or paper boxes, but will be considered incidental to other pay items.

MAINTENANCE OF TRAFFIC

Conformance requirements:

SHA "Standard Specifications for Construction and Materials" (SHA Standard Specifications) section 104

SHA "Book of Highway Standards"

FHA "Manual on Uniform Traffic Control Devices" (MUTCD)

The contractor must maintain traffic at all times throughout the entire length of the project, including public and private and commercial entrances, street intersections, etc.

Traffic Manager (TM) - Traffic Control Plan (TCP)

Referenced SHA section 104.02.03

The contractor shall appoint a Traffic Manager responsible for Maintenance of Traffic conformance requirements. This individual shall develop and submit to the County a Traffic Control Plan suitable to his plan of construction for a given location. This plan will be reviewed with the project inspector and jointly agreed upon prior to starting the work. If during the course of the work adjustments are necessary to traffic control measures the contractor shall take corrective action as required or directed.

Temporary Traffic Signs (TTS):

The contractor shall furnish and install all necessary TTS as required by Sec. 6B of the MUTCD.

Cones:

Cones shall meet the requirements of Sec. 104.14 SHA Standard Specifications.

Flaggers-Pilot Vehicles-Radio Communication:

The contractor shall furnish all necessary MD SHA Certified flag persons in conformance with Section 6F of the MUTCD and Sec. 104.15 of the SHA Standard Specifications. Flaggers shall use STOP/SLOW paddles. Two-way radios or pilot vehicles shall be used whenever flaggers are not within sight distance of each other, or when directed by the Engineer.

Basis of Payment:

All aforementioned items under this section Maintenance of Traffic will NOT be paid for directly and shall be considered incidental to the other pay items in the schedule of prices for Chip Seal Surface Treatment.

MOBILIZATION:

Movement of personnel and equipment to and from the project sites and staging equipment will not be paid for directly and shall be considered incidental to the other pay items.

METHOD OF MEASUREMENT AND BASIS OF PAYMENT

Chip Seal Surface Treatment will be measured and paid for at the Contract unit price per square yard for one or more of the items listed in the schedule of prices in the bid proposal. The payment will be full compensation for mobilization, maintenance of traffic, preparation, furnishing, hauling, placing all required materials, and for all labor, equipment, tools, and incidentals necessary to complete the work.

All correspondence and invoices are to be sent to the Worcester County Public Works Department, Roads Division, 5764 Worcester Highway, Snow Hill, MD 21863.

The County Commissioners shall be the sole judge as to whether or not any bid meets specifications. The County Commissioners reserve the right to accept or reject any bid in the best interest of the County.

1. **LIQUIDATED DAMAGES** - For each day that the work shall remain uncompleted after the time specified for completion, the sum per day, given in the following schedule shall be deducted by the County from monies due the Contractor, not as a penalty, but as liquidated damages.

<u>Amount of Contract</u>	<u>Amount of Liquidated Damages per Day</u>
Less than \$10,000	\$ 80.00
\$10,000 and less than \$50,000	\$160.00
\$50,000 and less than \$100,000	\$240.00
Greater than \$100,000	\$400.00

2. **CONTRACTOR'S INSURANCE** - The contractor shall take out and maintain during the life of this contract, Workmen's Compensation Insurance for all of his or any subcontractor's employees employed at the site of the work; and such Public Liability and Property Damage Insurance as shall protect him from claims which may arise from operations under this contract for personal injury (including accidental death) as well as for property damage - whether such operations are by himself or by any subcontractor, or by anyone directly employed by them.

Public Liability Insurance shall be in the amount not less than \$500,000 for injuries, including wrongful death to any one person; and, subject to the same limit for each person, in an amount not less than \$1,000,000 on account of one accident.

Property Damage Insurance shall be in an amount not less than \$500,000 for damages on account of any one accident, and in an amount not less than \$1,000,000 for damages on account of all accidents.

MEASUREMENT AND PAYMENT

1. **MEASUREMENT OF QUANTITIES** - The Engineer shall make final measurements to determine the quantities of various items of work performed as the basis of final settlement.

Pay weight for all items to be paid for by weight shall be determined by actual certified scale weight, certified shipping weight, or by computed weight as specified herein.

Materials specified for measurement by tallying of vehicles shall be hauled only in approved units, the carrying capacity of which has been pre-determined. Each hauling unit shall be marked to designate its approved capacity.

2. **PARTIAL PAYMENTS** - Partial payments shall be made monthly in an amount not greater than 90% of the money earned during the pay month. The Contractor shall prepare the application for payment in form satisfactory to the Engineer. Process time shall be thirty (30) days upon receipt.
3. **ACCEPTANCE AND FINAL PAYMENT** - When in the opinion of the Engineer, the Contractor has completed the work in a satisfactory manner in accordance with the terms of the contract, the Engineer shall make final inspection of the entire project and shall certify in writing to the County as to the completion of the work submitting with this report the final estimate showing the amount of each item of work performed as the value thereof.
4. **RELEASE OF LIENS** - The Contractor shall deliver (in a form satisfactory to the owner) a written report to the effect that all bills for labor, materials, and supplies have been paid or satisfactorily secured.
5. **CONSENT OF SURETY** – Projects bonded by a surety bond will require written **CONSENT OF SURETY FOR FINAL PAYMENT**.

BID FORM

“Chip Seal FY20”

I/We have reviewed the specifications and provisions for furnishing and applying approximately 283,693 square yards \pm of CRS-2PM Chip Seal to approximately 26.92 miles \pm of roads at various locations in Worcester County and understand said requirements. I/We hereby propose to furnish and apply.

283,693 Square Yards \pm CRS-2PM Chip Seal @ \$ _____ per square yard

Work is to be completed by **June 17, 2020**.

Worcester County reserves the right to adjust the quantities depending on varying circumstances

BID MUST BE SIGNED TO BE VALID.

Date: _____

Signature: _____

Typed Name: _____

Title: _____

Firm: _____

Address: _____

Phone: _____

**PROPOSED TAR / CHIP FY20
(North)**

<u>ROAD NAME</u>	<u>MILES</u>	<u>WIDTH</u>	<u>SQ. YDS.</u>
Salt Grass Point Road	1.16	18.0'	12,250
North Piney Point Road	0.80	20.0'	9,387
Blueberry Road	2.92	16.5'	28,266
Donaway Road	0.78	16.0'	7,322
Tull Road	1.49	16.0'	13,986
Fooks Road	2.94	18.5'	31,909
Davis Road	0.65	16.0'	6,101
Timmonstown Road	2.80	18.0'	29,568
Pin Oak Drive	0.16	24.0'	2,253
Greenbriar Drive	0.23	24.0'	3,238
Massey Xing Road	0.79	18.0'	8,342
Bishop Lane Road	0.51	18.0'	5,386
Murray Road	1.32	18.5'	14,326
Delaware Road	0.83	18.0'	8,765
Narrow Branch Road	0.21	18.0'	2,218
Burbage Road	0.63	18.0'	6,653
Muskrattown Road	1.07	18.0'	11,299

<u>ROAD NAME</u>	<u>MILES</u>	<u>WIDTH</u>	<u>SQ.</u> <u>YDS.</u>
Brant Road	0.17	20.0'	1,995
Logtown Road (s of 50)	1.71	18.0'	18,058
Savage Road - OP	0.14	16.0'	1,314
Pine Rest Dr - OP	0.10	16.0'	939
Goody Hill Road	0.87	20.0'	10,208
Mason Road	1.00	17.0'	9,973
Mason Road	0.07	10'6"	431
Deer Park Road	0.64	22.0'	8,260
Doe Drive	0.26	20.0'	3,051
Porfin Drive	0.42	18.0'	4,435
Bethards Road	2.25	18.0'	23,760
TOTALS	26.92 Miles		283,693 Sq Yards

DRAFT

NOTICE TO BIDDERS

Slurry Seal Surfacing of Roadways Worcester County, Maryland

The Worcester County Commissioners are currently accepting bids for county-wide slurry seal surfacing of various sections of roadways in Worcester County to be completed by June 17, 2020 and requiring approximately 76,872 square yards of Slurry Seal for roughly 31,461 feet of road for the Roads Division of Public Works. Bid specification packages and bid forms are available from the Office of the County Commissioners, Room 1103 – Worcester County Government Center, One West Market Street, Snow Hill, Maryland 21863-1195, obtained online at www.co.worcester.md.us or by calling the Commissioner's Office at 410-632-1194 to request a package by mail. **Sealed bids will be accepted until 1:00 p.m., Monday, March 9, 2020**, 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 “**Slurry Seal Bid**” in the lower left-hand corner. After opening, bids will be forwarded to the Department of Public Works for tabulation, review and recommendation to the County Commissioners for their consideration at a future meeting. In awarding the bid, the Commissioners reserve the right to reject any and all bids, waive formalities, informalities and technicalities therein, and to take whatever bid they determine to be in the best interest of the County considering lowest or best bid, quality of goods and work, time of delivery or completion, responsibility of bidders being considered, previous experience of bidders with County contracts, or any other factors they deem appropriate. All inquiries shall be directed to Frank Adkins, Roads Superintendent, at 410-632-2244, Monday through Thursday, 6:00 a.m. to 4:30 p.m.

Bid Specifications

The Worcester County Commissioners are currently accepting bids on Slurry Seal. Sealed bids will be accepted until **1:00 PM, Monday, March 9, 2020**, at the Worcester County Commissioners Office, Room 1103, Worcester County Government Center, One West Market Street, Snow Hill, MD 21863 at which time they will be opened and publicly read aloud. After opening, bids will be forwarded to the Department of Public Works for tabulation, review and recommendation to the County Commissioners for award at a future date. **Envelopes must be marked in lower left corner with "Slurry Seal Bid".**

The work is to be completed by **June 17, 2020**. No bid bond is required. If all work is not completed as specified within liquidated damages shall be imposed as stated. **A pre-construction meeting will be required within five (5) days prior to commencement of work.**

ITEM I – SLURRY SEAL SPECIFICATIONS:

Miscellaneous: **No work will be performed on weekends or holidays.**

WARRANTY: All work and materials shall be warranted for a period of one year.

DESCRIPTION

This work shall consist of the application of a single course of slurry surface treatment on various roads located in Worcester County in accordance with the attached schedule.

The project requires the furnishing and application of all specified slurry seal treatment. The contractor provides all necessary labor, equipment and materials, including maintenance of traffic items and public notification.

DEFINITION OF TERMS

Single Seal Treatment is defined as one application of slurry seal treatment.

SPECIFICATIONS

All work on this project shall be done in accordance with the Maryland Department of Transportation State Highway Administration Section 507 Slurry Seal and Micro-surfacing dated August 6, 2013.

MATERIALS, APPLICATIONS, and APPLICATION RATES

Referenced SHA section 507.03.07

See Section 507.03.07(a) for Slurry Seal application.

CONSTRUCTION

SHA 507 governs as applicable

Equipment:

Referenced SHA section: 507.03.02 and 507.03.03

All other equipment per SHA specs. or as required for successful prosecution of the work.

Weather:

Referenced SHA section 507.03.01

Surface Preparation:

The County will trim the shoulders of roads to be resurfaced.

The County will patch all ruts or potholes as deemed necessary.

The contractor shall power broom the surface to remove all loose and foreign materials prior to application of the slurry seal. The power broom, operator, fuel, maintenance, and traffic control will not be paid for directly, and is considered incidental to the pay items in the schedule of prices.

Protect manholes, valve boxes, drop inlets and other service/utility entrances from the asphalt emulsion seal by a suitable method, as approved.

Clean the existing surface and remove all objectionable materials. Ensure the pavement surface is free of standing or pooling water prior to applying tack coat and asphalt emulsion seal.

Seal treatment:

Referenced SHA section 507.03.09 (b) (c) (d) (e)

Tie-Ins for Entrances and Connecting Roads:

Make tie-ins at entrances and connecting roads as directed.

Certification:

Furnish certified weigh tickets daily for the emulsion, residual asphalt content, latex emulsion, aggregate, and mineral filler. The weigh tickets will be used to determine in-place application rates.

Rolling:

Rolling is required for parking facilities only. Roll parking facilities using a self-propelled, 10-ton (maximum) pneumatic-tire roller equipped with a water spray system, as directed. Do not commence rolling until the asphalt emulsion seal has cured sufficiently, as determined.

Maintenance, Protection and Performance of the Work:

The contractor shall exercise control of the delivery and application of the surface treatment materials to prevent damage to the roadway surface. The speed of the delivery equipment and pilot truck shall be limited as directed by the inspector. The maintenance and protection shall include, but not be limited to, the placement of signs; the use of flaggers and pilot trucks. In the event a failure occurs prior to acceptance, the contractor shall repair or replace the failed treatment as directed by the Engineer.

POC:

The contractor shall designate a contact person and telephone number for the handling of complaints or claims of the public due to the contractor's operation.

Mail and paper box care:

The contractor's attention is called to mail or paper boxes on this project that may be within the limit of work. These boxes if required to be moved for equipment shall be the contractor's responsibility. They shall be moved to a suitable location that mail and papers may be received as usual. When construction in a given area has reached the stage that there is no more conflict with such boxes, they shall be placed permanently at or near their original location to conform to U.S. postal requirements. If these boxes or their supports are damaged by the contractor during construction of this project, they shall be repaired or replaced in kind at the contractor's expense. No additional payment will be made to the contractor for adjustments to the existing mail and or paper boxes, but will be considered incidental to other pay items.

MAINTENANCE OF TRAFFIC

Conformance requirements:

Referenced SHA section 507.03.13

SHA "Standard Specifications for Construction and Materials" (SHA Standard Specifications) section 104

SHA "Book of Highway Standards"

FHA "Manual on Uniform Traffic Control Devices" (MUTCD)

The contractor must maintain traffic at all times throughout the entire length of the project, including public and private and commercial entrances, street intersections, etc.

Traffic Manager (TM) - Traffic Control Plan (TCP)

Referenced SHA section 104.02.03

The contractor shall appoint a Traffic Manager responsible for Maintenance of Traffic conformance requirements. This individual shall develop and submit to the County a Traffic Control Plan suitable to his plan of construction for a given location. This plan will be reviewed with the project inspector and jointly agreed upon prior to starting the work. If during the course of the work adjustments are necessary to traffic control measures the contractor shall take corrective action as required or directed.

Temporary Traffic Signs (TTS):

The contractor shall furnish and install all necessary TTS as required by Sec. 6B of the MUTCD.

Cones:

Cones shall meet the requirements of Sec. 104.14 SHA Standard Specifications.

Flaggers-Pilot Vehicles-Radio Communication:

The contractor shall furnish all necessary MD SHA Certified flag persons in conformance with Section 6F of the MUTCD and Sec. 104.15 of the SHA Standard Specifications. Flaggers shall use STOP/SLOW paddles. Two-way radios or pilot vehicles shall be used whenever flaggers are not within sight distance of each other, or when directed by the Engineer.

Basis of Payment:

All aforementioned items under this section Maintenance of Traffic will NOT be paid for directly and shall be considered incidental to the other pay items in the schedule of prices for Slurry Seal Treatment.

MOBILIZATION:

Movement of personnel and equipment to and from the project sites and staging equipment will not be paid for directly and shall be considered incidental to the other pay items.

Any specifications not listed in this bid packet please refer to SHA Section 507 Slurry Seal and Micro-surfacing.

METHOD OF MEASUREMENT AND BASIS OF PAYMENT

Slurry Seal Treatment will be measured and paid for at the Contract unit price per square yard for one or more of the items listed in the schedule of prices in the bid proposal. The payment will be full compensation for mobilization, maintenance of traffic, preparation, furnishing, hauling, placing all required materials, public notification, and for all labor, equipment, tools, and incidentals necessary to complete the work.

All correspondence and invoices are to be sent to the Worcester County Public Works Department, Roads Division, 5764 Worcester Highway, Snow Hill, MD 21863.

The County Commissioners shall be the sole judge as to whether or not any bid meets specifications. The County Commissioners reserve the right to accept or reject any bid in the best interest of the County.

1. **LIQUIDATED DAMAGES** - For each day that the work shall remain uncompleted after the time specified for completion, the sum per day, given in the following schedule shall be deducted by the County from monies due the Contractor, not as a penalty, but as liquidated damaged.

<u>Amount of Contract</u>	<u>Amount of Liquidated Damages per Day</u>
Less than \$10,000	\$ 80.00
\$10,000 and less than \$50,000	\$160.00
\$50,000 and less than \$100,000	\$240.00
Greater than \$100,000	\$400.00

2. **CONTRACTOR'S INSURANCE** - The contractor shall take out and maintain during the life of this contract, Workmen's Compensation Insurance for all of his or any subcontractor's employees employed at the site of the work; and such Public Liability and Property Damage Insurance as shall protect him from claims which may arise from operations under this contract for personal injury (including accidental death) as well as for property damage - whether such operations are by himself or by any subcontractor, or by anyone directly employed by them.

Public Liability Insurance shall be in the amount not less than \$500,000 for injuries, including wrongful death to any one person; and, subject to the same limit for each person, in an amount not less than \$1,000,000 on account of one accident.

Property Damage Insurance shall be in an amount not less than \$500,000 for damages on account of any one accident, and in an amount not less than \$1,000,000 for damages on account of all accidents.

MEASUREMENT AND PAYMENT

1. **MEASUREMENT OF QUANTITIES** - The Engineer shall make final measurements to determine the quantities of various items of work performed as the basis of final settlement.

Pay weight for all items to be paid for by weight shall be determined by actual certified scale weight, certified shipping weight, or by computed weight as specified herein.

Materials specified for measurement by tallying of vehicles shall be hauled only in approved units, the carrying capacity of which has been pre-determined. Each hauling unit shall be marked to designate its approved capacity.

2. **PARTIAL PAYMENTS** - Partial payments shall be made monthly in an amount not greater than 90% of the money earned during the pay month. The Contractor shall prepare the application for payment in form satisfactory to the Engineer. Process time shall be thirty (30) days upon receipt.
3. **ACCEPTANCE AND FINAL PAYMENT** - When in the opinion of the Engineer, the Contractor has completed the work in a satisfactory manner in accordance with the terms of the contract, the Engineer shall make final inspection of the entire project and shall certify in writing to the County as to the completion of the work submitting with this report the final estimate showing the amount of each item of work performed as the value thereof.
4. **RELEASE OF LIENS** - The Contractor shall deliver (in a form satisfactory to the owner) a written report to the effect that all bills for labor, materials, and supplies have been paid or satisfactorily secured.
5. **CONSENT OF SURETY** - Projects bonded by a surety bond will require written **CONSENT OF SURETY FOR FINAL PAYMENT**.

BID FORM

“FY20 – Slurry Seal”

I/We have reviewed the specifications and provisions for furnishing and applying approximately 76,872 square yards \pm of Slurry Seal to approximately 31,461 feet \pm of roads at various locations in Worcester County and understand said requirements. I/We hereby propose to furnish and apply.

76,872 Square Yards \pm Slurry Seal @ \$ _____ per square yard = \$ _____

Work is to be completed by **June 17, 2020.**

BID MUST BE SIGNED TO BE VALID.

Date: _____

Signature: _____

Typed Name: _____

Title: _____

Firm: _____

Address: _____

Phone: _____

PROPOSED FY20 SLURRY SEAL

		<u>Feet</u>	<u>Width</u>	<u>Sq Yds</u>
Bank Street		1,350	16'	2,400
Brighton Road		1,695	18'	3,390
Exeter Road		1,820	18'	3,640
Flower Street		3,069	25'	8,525
Daye Girl Road		3,619	18'	7,238
Grays Creek Drive		2,541	24'	6,776
Grays Creek Drive	cul-de-sac 40.5' radius			572
Hampton Road		696	22'	1,701
Hampton Road	cul-de-sac 40' radius			558
Nature Park Drive		1,214	24'	3,238
New Quay Road		1,966	18'	3,932
Norwich Road		817	18'	1,634
Indian Creek Drive		4,200	22'	10,267
Indian Creek Drive	cul-de-sac 40' radius			558
Pebble Court		210	24'	560
Pebble Court	cul-de-sac 37' radius			478
Ponderosa Court		196	24'	523
Ponderosa Court	cul-de-sac 37' radius			478
Rum Point Road		4,466	22.5'	11,165
Rum Point Road	entrance	958	21.5'	2,289
Rum Point Road	cul-de-sac 42.5' radius			630
Rumgate Road		1,209	22'	2,956
Sheffield Road		650	20'	1,445
Twin Oaks Drive		785	22'	1,919

31,461

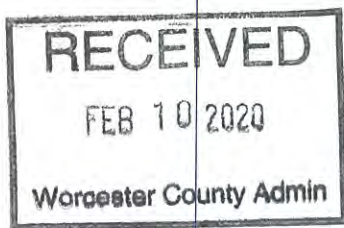
76,872

VENDOR LIST:

Slurry Pavers, Inc.
3617 Nine Mile Road
Richmond, VA 23223
Attn: Carter Dabney
Phone No.: 804-264-0707
Fax No.: 804-264-0219
E-mail: cdabney@slurrypavers.com

Asphalt Paving Systems
500 N. Egg Harbor Road
Post Office Box 530
Hammonton, NJ 08037
Attn: Walter Percy III
Phone No.: 609-561-4161
Fax No.: 609-567-2824
E-mail: wpercyiii@ashpaltpavingsystems.com

Pavement Corporation
2255 Pinefield Station Road
Post Office Box 1498
Waldorf, Maryland 20604
Attn: John Trotter
Phone No.: 301-855-1650
Fax No.: 301-396-5783
Email: johnt@pavementcorp.com



10

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

JOHN H. TUSTIN, P.E.
DIRECTOR

JOHN S. ROSS, P.E.
DEPUTY DIRECTOR

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

MEMORANDUM

TO: Harold L. Higgins, Chief Administrative Officer
FROM: John H. Tustin, P.E., Director *John*
DATE: February 5, 2020
SUBJECT: Bid Recommendation: One (1) Off Road Dump Truck

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

Two Bids were received and opened on Monday, January 27, 2020 for the purchase of One (1) Off Road Dump Truck to be utilized by the Department of Public Works - Solid Waste Division. Funds to purchase this equipment were approved in the FY 2019-2020 operating budget as a reoccurring lease, Account 680.7002.7200.010. This purchase is on a seven (7) year buy back with a seven (7) year, 8,000 hours warranty. The bids are attached for your review and approval as well as a summary below.

	<u>P.3</u> Alban Tractor CAT 725C2	<u>P.8</u> JESCO John Deere 260E
Acquisition Cost	\$468,910.00	\$575,317.54
Less Buy Back	\$101,000.00	\$ 52,777.00
Net Adjusted Price	\$367,910.00	\$522,540.54
Monthly payment for 84 months using lease		
Purchase option	\$ 6,383.90	\$ 9,410.96
Interest Rate	3.85%	3.20%
Total Payments over 84 Months	\$536,247.60	\$790,520.64

After carefully reviewing the bid and specifications, it is recommended that the bid be awarded to Alban Tractor for the CAT725C2, with an 84 month lease amount of \$6,383.90 per month.

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

Attachments

cc: Mike Mitchell

Competitive Bid Worksheet

Item: Purchase of Off-Road Dump Truck

Bid Deadline/Opening Date: 1:00 P.M., Monday, January 27, 2020

Bids Received by deadline = 2

Vendor's Submitting Bids

Net Adjusted Price

Monthly Payment

Alban Tractor Co., Inc.
P.O. Box 9595
Baltimore, MD 21237

\$ 367,910

\$ 6383.90

JESCO
118 St. Nicholas Avenue
South Plainfield, NJ 07080

\$ 522,540.54

\$ 9,410.96

Bid Form

I have reviewed the specifications and provisions for furnishing
One (1) New Off-Road Dump Truck and understand the said requirements.

I hereby propose to furnish this unit as follows:

One (1) New Off-Road Dump Truck

Make: Caterpillar Model: 725C2

Delivered to: Department of Public Works - Solid Waste Division
7091 Central Site Lane, Newark, Maryland, 21841

Purchase with Guaranteed Buy Back at end of Seven (7) Years; Seven (7) Year, Full Machine
Warranty with 10,000 hrs. and Seven (7) Year Parts Availability Warranty.

Acquisition Cost	\$ <u>468,910.00</u>
Less Guaranteed Buy Back at end of Seven (7) Years	\$ <u>101,000.00</u>
Net Adjusted Price	\$ <u>367,910.00</u>
Monthly Payment for Eight-four (84) mo. - Lease Purchase Option	\$ <u>6,383.90</u>
Interest Rate	\$ <u>3.85%</u>

Described units will be delivered within 126 calendar days from receipt of written order.

Successful bidder must supply County with equal machine once contract is awarded and Vendor has received OK to proceed until new machine is delivered and be responsible for all services and repairs to said machine.

Service facility location:

Alban Cat - Felton, Delaware

BID MUST BE SIGNED TO BE VALID.

Date: 1/16/2020

Signature:

Typed Name:

Title:

Firm:

Address:

Phone:

Bert Feathers
Bert Feathers
Vice President
Alban Truck Co. Inc.
8531 Pulaski Highway
Baltimore MD 21237
410-686-7777



January 16, 2020

Quote 147553-02

WORCESTER COUNTY DPW
6113 TIMMONS RD
SNOW HILL, MD 21863-2454

CATERPILLAR INC. Model: 725C2 Articulated Trucks

STANDARD EQUIPMENT

POWERTRAIN, Auto shift six-speed forward and single, speed reverse transmission, Cat C9.3 engine, Engine will be certified and labelled, for emissions compliance as required, for the region of sale, Differentials: standard with automatic, clutched inter and cross-axle, differential locks, Dual circuit disc brakes, Retarder: Hydraulic, S.O.Ssm sampling valves, Three axle, six-wheel drive,

ELECTRICAL, Electrical system: 24 volt, 5A 24 to, 12 volt converter, Lights: cab interior, front, side, rear,, two reversing, work light, two stop/, tail lights, front and rear direction, indicators

OPERATOR ENVIRONMENT, Air conditioning with R134A refrigerant, Adjustable air vents, CAT rear view camera, Color Multi-Purpose Display (CMPD), incorporating the rear view camera, feed, Electro hydraulic hoist control, Glass windows: laminated front,, toughened rear and toughened opening, side, Heater and defroster with four-speed fan, Horn, electric, Radio ready, ROPS/FOPS cab, Seat, fully adjustable, air suspension, Seat, padded companion/trainer, Seat belts: two retractable, Secondary steering - electro hydraulic, Storage: cup holder, under seat storage,, door pocket and behind seat storage, Sun visor, Tilt and telescopic steering wheel, Windshield wiper and washer, two speed,, intermittent (front)

OTHER STANDARD EQUIPMENT, Reverse/back-up alarm, Body, adapted for exhaust heat, Guards: rear window and radiator,, crankcase and axle, Mirrors: extensive arrangement for, improved visibility, Mud flaps: wheel arch and body mounted, with transportation tiebacks, Spill guard, front, integral part of, fabricated body, Starting receptacle, electric, remote, Vandalism protection: lockable caps for, fuel tank, DEF tank and hydraulic oil, tank, Tires, six 23.5R25, radial,

MACHINE SPECIFICATIONS

Description	Reference No
725C2 ARTICULATED TRUCK	464-5036
LANE 3 - AVAILABLE FROM PETERLEE FACTORY	
LIGHTS, ROOF MOUNTED WORK	373-3663
NO MACHINE SECURITY SYSTEM	373-3662
WIPER, REAR	383-6696
AM/FM RADIO (BLUETOOTH READY)	465-2657
MIRROR, STANDARD	416-4354
SEAT, STANDARD	324-7017
PRODUCT LINK, CELLULAR PL641	495-0340
NO PAYLOAD	468-7821
TANK, STANDARD FUEL	364-8696
TIRES, 23.5R25 MX ** XADN+ E-3.	443-7475
CMPD SOFTWARE	467-5012
FILM GROUP, ANSI	465-1443
CHASSIS, STANDARD	464-7080
EXHAUST, STANDARD	379-3745

Description	Reference No
TAILGATE, SCISSOR	397-2858
ANTIFREEZE, -36C (-33F)	381-1669
SERIALIZED TECHNICAL MEDIA KIT	421-8926
DOMESTIC	0P-9901
ROLL ON-ROLL OFF	0P-9902
BEACON, LED	363-7685
AID, STARTING, STANDARD	396-1948
LUBRICATION, AUTOMATIC	381-0074
BODY, STANDARD	364-2247
7 YEAR VISION LINK ESSENTIALS SUBSCRIPTION	
FIRE-X FIRE SUPPRESSION SYSTEM	
CB RADIO INSTALLED W/ 2 ANTENNAS	MYR
ADDITIONAL WIRING FOR CUSTOMER'S 2 WAY RADIO	MYR

SELL PRICE	\$468,910.00
EXT WARRANTY	Included
CSA	Included
AFTER TAX BALANCE	\$468,910.00

WARRANTY

Standard Warranty:	12 Months/Unlimited Hours Total CAT Standard Warranty.
Extended Warranty:	725-84 MO/10000 HR PREMIER, TRAVEL TIME AND MILEAGE INCLUDED DURING THE WARRANTY PERIOD
CSA	7YR/10,000HR DIFM CVA

PAYMENT TERMS

Lease Terms

CASH WITH ORDER	BALANCE TO LEASE	TERM	MONTHLY PAYMENT	RATE	OPTIONAL BUY-OUT	AMOUNT
\$0.00	\$0.00	84(monthly)	\$6,383.90	0.00	\$1.00	\$468,910.00

The above lease is based on the following:

- Taxes are extra on the monthly payments and the buy-out
- If the machine is not purchased at the end, then it must be returned in average condition with normal wear-and-tear
- The customer is responsible for all maintenance and repairs on the machine using genuine Cat parts only
- Tires, undercarriage, and all ground engaging tools (i.e. teeth, cutting edges) must be at 50% remaining, minimum, if the unit is not purchased at the end of the lease
- The above is subject to approval by Caterpillar Finance

We believe the equipment as quoted will exceed your expectations. On behalf of Alban CAT thank you for your interest in Caterpillar products for your business needs.

This quote is good for 30 days except for special promotions where the quote is no longer valid after the date that the promotion ends. If there are any questions, please do not hesitate to contact me.

Sincerely,

Bob Sellers
Machine Sales Representative,
Alban Cat
443-521-9098
BSellers@albancat.com

Accepted by _____ on _____

Signature

725C2

Articulated Truck



Engine

Engine Model – U.S. EPA Tier 4 Final/ EU Stage IV	Cat® C9.3 ACERT™	
Gross Power – SAE J1995	239 kW	320 hp
Net Power – SAE J1349	234 kW	314 hp
Net Power – ISO 14396	236 kW	316 hp

Weights

Rated Payload	24 tonnes	26.5 tons
Body Capacities		
Heaped SAE 2:1	15 m ³	19.6 yd ³

The reference to Tier 4 Final/Stage IV includes U.S. EPA Tier 4 Final, EU Stage IV, Japan 2014 (Tier 4 Final), as well as Korea Tier 4 Final emission standards.

Bid Form

I have reviewed the specifications and provisions for furnishing
One (1) New Off-Road Dump Truck and understand the said requirements.

I hereby propose to furnish this unit as follows:

One (1) New Off-Road Dump Truck

Make: JOHN DEERE **Model:** 260E

Delivered to: Department of Public Works - Solid Waste Division
7091 Central Site Lane, Newark, Maryland, 21841

Purchase with Guaranteed Buy Back at end of Seven (7) Years; Seven (7) Year, Full Machine
Warranty with 10,000 hrs. and Seven (7) Year Parts Availability Warranty.

Acquisition Cost	\$ 575,317.54
Less Guaranteed Buy Back at end of Seven (7) Years	\$ 52,777
Net Adjusted Price	\$ 522,540.54
Monthly Payment for Sixty mo. - Lease Purchase Option	\$ 9,410.96
Interest Rate	\$ 3.20%

Described units will be delivered within 90 calendar days from receipt of written
order.

**Successful bidder must supply County with equal machine once contract is awarded and
Vendor has received OK to proceed until new machine is delivered and be responsible for all
services and repairs to said machine.**

Service facility location:

DELMAR, MARYLAND

BID MUST BE SIGNED TO BE VALID.

Date: 1/20/20

Signature: 

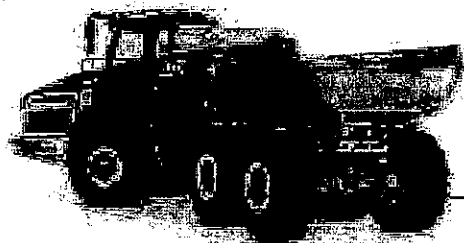
Typed Name: JONATHAN ROBUSTELLI

Title: PRESIDENT

Firm: JESCO INC.

Address: 118 ST. NICHOLAS AVE
SOUTH PLAINFIELD, NJ 07080

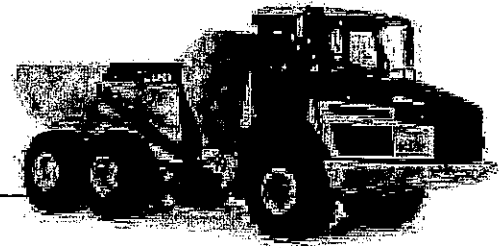
Phone: 908-753-8080



260E SPECIFICATIONS

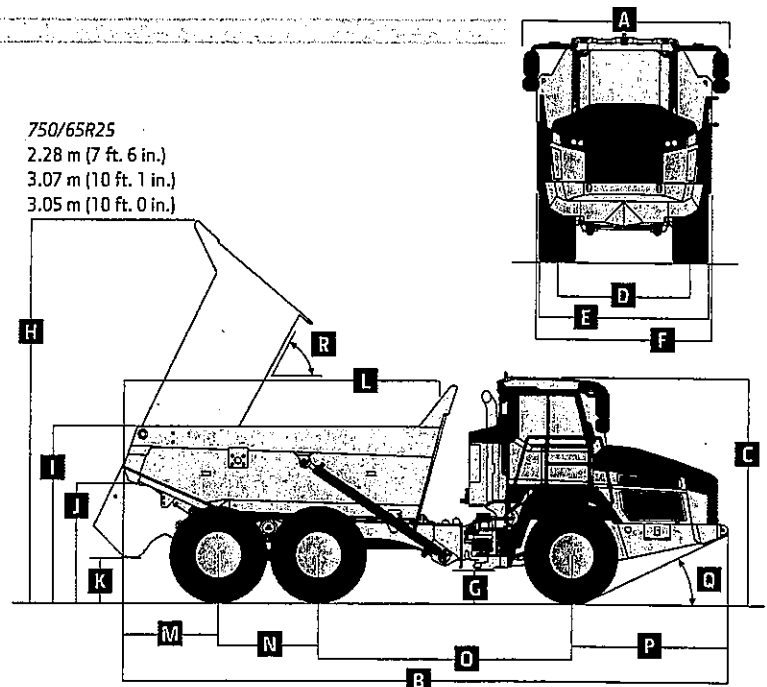
Engine																			
Manufacturer and Model	John Deere PowerTech™ Plus 6090																		
Non-Road Emission Standards	EPA Tier 3/EU Stage IIIA																		
Configuration	Inline 6 with exhaust gas recirculation (EGR) and variable-geometry turbocharger (VGT)																		
Valves per Cylinder	4																		
Displacement	9.0 L (549 cu. in.)																		
Net Peak Power (ISO 9249)	239 kW (321 hp) at 1,900 rpm																		
Net Peak Torque (ISO 9249)	1543 Nm (1,138 lb.-ft.)																		
Aspiration	Turbocharged and charge air cooled																		
Fuel System	High-pressure common rail, with 10- and 2-micron filtration and water separator																		
Cold-Start Aid	Optional ether start and block heater (110 and 220 volt, depending on location); factory-option diesel-fired coolant heater																		
Cooling																			
Engine Cooling	Liquid cooled with single-pass radiator, remote pressurized coolant tank, and charge air cooler																		
Powertrain																			
Transmission	8-speed forward, 4-speed reverse, countershaft/planetary type with integral retarder and torque-proportioning differential																		
Retarder	Integral, gear dependent, hydrodynamic, oil-to-air cooled, variable, fully automatic																		
Differential	Torque-proportioning, planetary-type, inter-axle differential lock (IDL) with multi-disc clutch																		
Output Torque Split	32% front / 68% rear																		
Shift Controls	Fully automatic, electronically modulated powershift, load-speed adaptive with gear-skip and gear-hunting protection																		
Operator Interface	Push-button F-N-R, selectable speed- and gear-range limits, selectable retarder aggressiveness, downhill-descent control, and gear-hold																		
Speeds	<table> <tr> <th>Forward</th><th>Reverse</th></tr> <tr> <td>Gear 1</td><td>6 km/h (3.7 mph)</td></tr> <tr> <td>Gear 2</td><td>8 km/h (5.2 mph)</td></tr> <tr> <td>Gear 3</td><td>11 km/h (6.8 mph)</td></tr> <tr> <td>Gear 4</td><td>16 km/h (9.9 mph)</td></tr> <tr> <td>Gear 5</td><td>23 km/h (14.3 mph)</td></tr> <tr> <td>Gear 6</td><td>32 km/h (19.9 mph)</td></tr> <tr> <td>Gear 7</td><td>45 km/h (28.0 mph)</td></tr> <tr> <td>Gear 8</td><td>55 km/h (34.2 mph)</td></tr> </table>	Forward	Reverse	Gear 1	6 km/h (3.7 mph)	Gear 2	8 km/h (5.2 mph)	Gear 3	11 km/h (6.8 mph)	Gear 4	16 km/h (9.9 mph)	Gear 5	23 km/h (14.3 mph)	Gear 6	32 km/h (19.9 mph)	Gear 7	45 km/h (28.0 mph)	Gear 8	55 km/h (34.2 mph)
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Gear 5	23 km/h (14.3 mph)																		
Gear 6	32 km/h (19.9 mph)																		
Gear 7	45 km/h (28.0 mph)																		
Gear 8	55 km/h (34.2 mph)																		
Axles																			
Differential	Helical transfer gears, spiral bevel, hydraulically actuated multi-disc cross-axle differential lock (CDL)																		
Final Drive	Extreme-duty mid-board-mounted planetary standard; cooled and filtered oil optional																		
Brake System																			
Service	Dual-circuit, hydraulically actuated, wet multi-disc brakes, outboard mounted																		
Parking	Spring-applied hydraulically released, driveline-mounted, dry-disc with self-adjusting wear pad																		
Auxiliary	Fully automatic; transmission mounted, gear dependent; hydrodynamic retarder with selectable levels																		
Hydraulics																			
Type	Pressure-compensated load-sensing (PCLS), variable-displacement axial-piston main pump																		
Secondary Steering Pump	Ground-driven gear pump with hydraulic unloader valve																		
Dump Cylinders	Dual-acting, single-stage with heat-treated, chrome-plated, and polished cylinder rods; hardened steel replaceable bushings and pivot pins																		
Cycle Time																			
Power Down	7 sec.																		
Raise Time	12 sec.																		
Electrical																			
Voltage	24 volt																		
Number of Batteries	2 x 12 volt																		
Battery Capacity	1,400-CCA batteries (2)																		
Alternator	28 volt / 100 amp; optional 130 amp																		
Steering System																			
Type	2 hydrostatically actuated, double-acting hydraulic cylinders; ground-driven secondary steering pump																		
Angle	45 deg. side to side																		
Lock-to-Lock Turns	4.2																		
Suspension																			
Front	Semi-independent leading A-frame geometry with transverse link for lateral restraint and self-leveling oil-filled struts with integrated nitrogen-charged accumulators																		
Rear	Load-equalizing, pivoting walking beams with laminated suspension blocks, tri-link geometry, and transverse links for lateral restraint																		
Dump Body																			
Type	High-strength steel																		
Capacity																			
Struck	11.7 m³ (15.3 cu. yd.)																		
Heaped at 2:1 ISD 6483 Ratio	15.0 m³ (19.6 cu. yd.)																		
With Optional Tailgate	15.9 m³ (20.8 cu. yd.)																		
Maximum Dump Angle	70 deg.																		
Heater	Body ducted for optional exhaust heating																		

260E SPECIFICATIONS



Tires/Wheels		260E	
Size and Type		23.5R25 radial earthmovers standard / 750/65R25 optional	
Serviceability			
Ground-Level Service			
Fluids and Filters		Ground-level checks of engine, transmission, hydraulic oil, axle oil, and coolant levels; ground-level replacement of engine, fuel, and optional axle filters	
Coolers		Standard swing-out coolers for easy cleaning; optional reversing fans	
Fluid Sampling		Standard fluid-sampling ports; optional quick-service ports	
Refill Capacities			
Fuel Tank		496 L (131 gal.)	
Engine Oil with Filter		43 L (11.4 gal.)	
Engine Coolant		48 L (12.7 gal.)	
Transmission Fluid		60 L (15.9 gal.)	
Hydraulic Reservoir		113 L (30.0 gal.)	
Axle Fluid		<i>Standard capacity</i>	
Front		37 L (9.8 gal.)	<i>Capacity with cooling option</i>
Mid		37 L (9.8 gal.)	Add 5.1 L (1.3 gal.)
Rear		37 L (9.8 gal.)	Add 4.2 L (1.1 gal.)
			Add 4.5 L (1.2 gal.)
Operating Weights			
With Standard Equipment		<i>Empty</i>	<i>Loaded</i>
Front		12 600 kg (27,778 lb.)	15 842 kg (34,926 lb.)
Middle		4947 kg (10,906 lb.)	15 422 kg (34,000 lb.)
Rear		4947 kg (10,906 lb.)	15 422 kg (34,000 lb.)
Total		22 494 kg (49,591 lb.)	46 686 kg (102,925 lb.)
Rated Payload		24 192 kg (53,334 lb.)	
Optional Components			
Dump-Body Liner (steel)		798 kg (1,759 lb.)	
Tailgate		637 kg (1,404 lb.)	
750/65R25 Tires		624 kg (1,376 lb.)	

Operating Dimensions	
Turning Circle Radius	
Inside	4.27 m (14 ft. 0 in.)
Outside	8.02 m (26 ft. 4 in.)
Machine Dimensions	
A Width with Mirrors in Operating Position	3.49 m (11 ft. 5 in.)
B Length	9.74 m (31 ft. 11 in.)
C Height	3.66 m (12 ft. 0 in.)
Tire Options	
23.5R25	
D Tread Width	2.28 m (7 ft. 6 in.)
E Width Over Tires	2.87 m (9 ft. 5 in.)
F Width Over Fenders	2.87 m (9 ft. 5 in.)
G Ground Clearance	0.49 m (19.4 in.)
H Dump Body Height, Dump Position	6.29 m (20 ft. 8 in.)
I Dump Body Side Rail Height	2.85 m (9 ft. 4 in.)
J Dump Body Dump Lip Height, Transport Position	2.07 m (6 ft. 10 in.)
K Dump Body Ground Clearance, Dump Position	0.97 m (3 ft. 2 in.)
L Dump Body Length	5.15 m (16 ft. 11 in.)
M Rear Axle Centerline to Rear of Dump Body	1.14 m (3 ft. 9 in.)
N Mid Axle to Rear Axle Centerline	1.67 m (5 ft. 6 in.)
O Front Axle to Mid Axle Centerline	4.26 m (14 ft. 0 in.)
P Front Axle Centerline to Front of Machine	2.67 m (8 ft. 9 in.)
Q Approach Angle	24 deg.
R Maximum Dump Angle	70 deg.



Shipping Dimensions		260E	
Overall Height (suspension lowered 75 mm [3 in.])		3.59 m (11 ft. 9 in.)	
Overall Length		9.74 m (31 ft. 11 in.)	
Tire Options		23.5R25	
Overall Width		750/65R25	
Mirrors Folded in		3.07 m (10 ft. 1 in.)	3.12 m (10 ft. 3 in.)
Tailgate Installed		3.26 m (10 ft. 8 in.)	3.26 m (10 ft. 8 in.)

Additional equipment

Key: ● Standard ▲ Optional or special See your John Deere dealer for further information.

260E	310E	Engine
●	●	Meets EPA Tier 3/EU Stage IIIA emissions
●	●	John Deere PowerTech™ Plus 6090 — 9.0L (549 cu. in.) inline 6
●	●	Wet-sleeve cylinder liners
●	●	Variable-geometry turbocharger (VGT)
●	●	External cooled exhaust gas recirculation (EGR)
●	●	Dual-element air cleaner with dust-ejector valve
●	●	Precleaner
●	●	High-pressure common-rail fuel injection
●	●	Fuel/water separator
●	●	Ground-level fueling
▲	▲	Fast fill
●	●	Serpentine drive belt with automatic tensioner
▲	▲	Ether start aid (recommended below -1 deg. C [30 deg. F])
▲	▲	Block heater (recommended below -18 deg. C [0 deg. F])
▲	▲	Diesel-fired coolant heater (DFCH) (required below -25 deg. C [-13 deg. F])
●	●	Programmable auto-shutdown
●	●	Automatic turbo cool-down/shutdown timer
●	●	Flat-black exhaust stack
▲	▲	Chrome exhaust stack
▲	▲	Severe-duty fuel filter
▲	▲	Severe-duty fuel filter with heater
Cooling		
●	●	Dual hydraulically driven, side-mounted fans
●	●	Side-mounted radiator, charge-air cooler, air-conditioner condenser, fuel cooler, transmission cooler, and hydraulic cooler
●	●	Swing-out coolers
●	●	Integral engine oil cooler
●	●	Remote pressurized coolant reservoir
●	●	John Deere Cool-Gard™ II long-life engine coolant
●	●	Fan guard
▲	▲	Reversing fans
Powertrain		
●	●	Lockup torque converter
●	●	Adaptive shift control
●	●	Gear-hold switch

260E	310E	Powertrain (continued)
●	●	Integral transmission input retarder
●	●	Automatic engaging retarder with selectable aggressiveness
●	●	Countershaft transmission with integral interaxle differential
●	●	Planetary inter-axle differential lock (IDL) with 32-percent/68-percent nominal output torque split
●	●	Ground-level transmission-oil-level sight glass
●	●	Transmission diagnostic ports
●	●	Remote-mounted spin-on transmission oil filters
●	●	Hydraulically locking differentials
●	●	Differential lock floor switch
●	●	Automatic traction control with manual override
●	●	Wet-disc brakes on all 3 axles
●	●	Spring-applied, hydraulically released, dry-disc park brake
▲	▲	Axle filtration with remote-mounted filter
●	●	Axle oil-temperature sensing
Electrical System		
●	●	24-volt system voltage
●	●	100-amp alternator
▲	▲	130-amp alternator
●	●	Solid-state electrical distribution system
●	●	Battery disconnect
●	●	Batteries, 2 x 1,400 CCA
●	●	Drive lights
●	●	Stair and service lights
▲	▲	Deluxe halogen work lights, front and rear
▲	▲	Deluxe LED work lights, front and rear
●	●	LED rear turn signals/brake lights
●	●	Electric horn
●	●	Reverse alarm
▲	▲	Beacon/strobe light
▲	▲	24-volt to 12-volt 15-amp converter
▲	▲	24-volt to 12-volt 25-amp converter
Hydraulic System		
●	●	Closed-center, load-sensing system
●	●	Axial-piston, variable-displacement main pump
●	●	Single-stage, dual-acting, dump-body tip cylinders
●	●	Electrohydraulic dump-body control

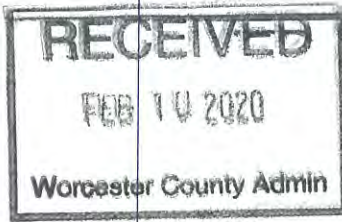
Net engine power is with standard equipment including air cleaner, exhaust system, alternator, and cooling fan at test conditions specified per ISO 9249. Specifications and design subject to change without notice. Wherever applicable, specifications are in accordance with ISO standards. Except where otherwise noted, these specifications are based on units with standard equipment, 23.5R25 radial earthmover tires, ROPS cabs, full fuel tanks, and 79-kg (175 lb.) operators.

Additional equipment *(continued)*

Key: ● Standard ▲ Optional or special See your John Deere dealer for further information.

260E	310E	Steering System
●	●	Ground-driven secondary steering pump
		Operator Station
●	●	ROPS/FOPS certification
●	●	Keyless start
●	●	Tilt cab
●	●	Programmable dump-body control settings
●	●	Air conditioner
●	●	Heater
●	●	AM/FM radio/CD player
▲	▲	AM/FM radio/CD player with satellite radio and Bluetooth®
●	●	Rear window guard
●	●	Wiper/washer with intermittent control
▲	▲	Rear windshield wiper
●	●	Tilt and telescoping steering wheel
●	●	Fully adjustable, air-suspension, heated, high-back cloth and leather seat
▲	▲	Air-suspension, low-back, cloth seat
●	●	76-mm (3 in.) retractable operator seat belt
●	●	Foldaway trainer seat with retractable seat belt
●	●	12-volt power outlet
●	●	Cup holders
●	●	Reverse camera in main monitor
▲	▲	Secondary reverse camera monitor
▲	▲	Ashtray and 12-volt cigarette lighter
▲	▲	Electric adjustable and heated mirrors
●	●	Full-width retractable sun visor
▲	▲	Cab precleaner
●	●	Monitor: Speedometer / Fuel gauge / Transmission oil temperature gauge / Engine coolant temperature gauge / Gear indicator / Tachometer / Battery voltage / Hour meter / Odometer / Fuel consumption / Trip counter / Trip timer / Trip distance / Metric/Imperial units / Service codes/diagnostics / LED indicator lights and audible alarm / Programmable dump-body rollover protection / Onboard weighing display / Multi-language capability / Tire-pressure-monitoring system warning

260E	310E	Operator Station <i>(continued)</i>
●	●	Backlit sealed-switch module functions (2): Keyless start/stop / F-N-R / Hazard light button / Park brake / Descent control / Gear-lock button / Gear up/down button / Park lights and headlights / Work lights / Beacon / Heated mirrors / IDL / Retarder adjustment / Automatic dump-body control settings / Air-conditioner/heater controls
●	●	Dump-body lever control
		Dump Body
●	●	Dump-body safety lock when dump body is fully raised
▲	▲	Dump-body liner (steel)
▲	▲	Tailgate
▲	▲	Dump-body heater
▲	▲	Less dump body and cylinders
		Other
●	●	23.5R25 radial earthmovers
▲	▲	750/65R25 optional
●	●	Remote grease bank
▲	▲	Quick service for transmission oil, engine oil, engine coolant, and hydraulic oil
●	●	Articulation lock
●	●	Electrically actuated hood
▲	▲	Onboard weighing system with external load lights
●	●	Tire-pressure-monitoring system with temperature compensation
▲	▲	Fire extinguisher
●	●	Active hydraulic front suspension
●	●	Dump assist, load assist, and hill assist
●	●	JDLink™ Ultimate Cellular for the Americas, excluding Costa Rica — 5 years
▲	▲	JDLink Ultimate Satellite for the Americas, excluding Costa Rica — 5 years



11

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

JOHN H. TUSTIN, P.E.
DIRECTOR

JOHN S. ROSS, P.E.
DEPUTY DIRECTOR

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

MEMORANDUM

TO: Harold L. Higgins, Chief Administrative Officer
FROM: John H. Tustin, P.E., Director *JHT*
DATE: February 10, 2020
SUBJECT: Bid Recommendation Ocean Pines
North Tower Rehabilitation

DIVISIONS

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

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

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

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

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

On January 27, 2020, five bids were received and opened for rehabilitation of the Ocean Pines North Tower Water Tower. The following summary and attached bids are submitted for your review:

Company Name	Total Base Bid	Deduct No. 1	Page
Suburban Contractors LLC Manassas, Virginia	\$292,675.00	\$ 14,812.00	5
Baldwin Industries, LLC Baldwin, MD	\$297,200.00	\$12,700.00	7
George Kountoupes Painting Co. Lincoln Park, MI	\$385,000.00	\$10,000.00	9
K&K Painting, Inc Baltimore, MD	\$389,000.00	\$19,000.00	12
D&M Painting Corporation Washington, PA	\$410,000.00	\$14,000.00	16

The deduct price is for reducing from 4 to 3 coats of paint. The 2019 Bond Issue included \$400,000 for this project.

The Department of Public Works has no experience working with any of the contractors submitting bids. Each contractor was required to submit three (3) references of recently completed work with their bid to allow us to determine their qualifications.

The low bidder, Suburban Contractors LLC, did not submit the required qualification information and therefore was deemed to be unresponsive. The second bidder, Baldwin Industries provided the required references and received high marks in 2 of the 3 references and had not completed the third project at this time.

Attached is a letter from J.W. Salm Engineering with their evaluation of the bids submitted. J.W. Salm Engineering recommends award to Baldwin Industries, LLC. Based on the information listed above, we recommend the County Commissioners award the bid for rehabilitation of the Ocean Pines North Tower to Baldwin Industries, LLC in the amount of \$297,200.

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

Attachments

cc: John Ross, P. E., Deputy Director
Jessica Wilson, CPA, Enterprise Fund Controller

J. W. SALM ENGINEERING, INC.

P.O. Box 397
9842 Main Street, Suite 3
Berlin, MD 21811

phone: 410.641.0126
e-mail: comments@jwse.com

John S. Ross P.E.
Worcester County
Department of Public Works
1000 Shore Lane
Ocean Pines, MD 21811

Dear Mr. Ross,

Bids have been received by Worcester County for the Coating Rehabilitation of the Ocean Pines North Water Tank. J. W. Salm Engineering, Inc. has reviewed the five bids obtained. The Bids ranged from a low-price bid of \$292,675 for the base bid from Suburban Contractors LLC of Manassas, Virginia to a high price bid of \$410,640 for the base bid from D & M Painting Corporation of Washington, Pennsylvania. A complete "Competitive Bid Worksheet", tabulating all bids received is attached.

The bids were reviewed and it was determined that while five bids were received, only four were responsive to the requirements in the Scope of Work. The bid for Suburban did not contain the required references, specified in the Scope of Work, Paragraph II, Experience and Reference requirements. The Suburban Contractors LLC bid has been determined to be non-responsive. The second lowest overall base bid price was obtained from Baldwin Industries, LLC of Baldwin, Maryland, who was responsive to the Experience and Reference requirements. The price bid by Baldwin was \$297,200 (\$4,525 higher than Suburban).

Baldwin Enterprises LLC has never been contracted by Worcester County. *JWSE* has never worked with Baldwin in the past. *JWSE* contacted the three provided references; which included: Anne Arundel County and Frederick County, Maryland along with the Town of Mount Airy, Maryland. All references were freely offered and were highly favorable. Based upon this reference check *JWSE* believes that Baldwin is a responsible bidder.

Based on our review and findings, *JWSE* recommends award of this work to the lowest price responsive and responsible bidder, Baldwin Industries, LLC of Baldwin, Maryland. *JWSE* remains available to respond to any comments or to answer any question on this matter.

Very truly yours,
J. W. SALM ENGINEERING, INC.

By: *John W. Salm, III*

John W. Salm, III, P.E.
President

Competitive Bid Worksheet

Item: Coating Rehabilitation of Ocean Pines North Water Tank

Bid Deadline/Opening Date: 1:00 P.M., January 27, 2020

Bids Received by deadline = 5

Vendor's Submitting Bids

Total Base Bid

Deduct 1 - 3 Coats Only

Suburban Contractors LLC
10090 Market Street
Manassas, VA 20110

\$ 292,675

\$ 14,812

Baldwin Industries LLC
P.O. Box 9780
Baldwin, MD 21013

\$ 297,200

\$ 12,700

D & M Painting Corporation
1500 Amity Ridge Road
Washington, PA 15301

\$ 410,640

\$ 14,000

George Kountoupes Painting Co.
661 Southfield Road
Lincoln Park, MI 48146

\$ 385,000

\$ 10,000

K & K Painting, Inc.
1704 Joplin Street
Baltimore, MD 21224

\$ 389,000

\$ 19,000

Suburban

I/We submit this bid for the following work: **Coating Rehabilitation of The Ocean Pines Water Tank**. The following represents the TOTAL BID PRICE on a LUMP SUM basis and also lists DEDUCT PRICES bid on a LUMP SUM basis to be elected at the County's option:

TOTAL BASE BID PRICE: \$ 292,675.00
two hundred ninety two thousand six hundred (Numbers) Dollars
Seventy five (Words)

DEDUCT NO. 1:
(Exterior -3 coats only)

\$ 14,812.00
fourteen thousand eight (Numbers) Dollars
hundred twelve (Words)

BIDDER'S NAME
(Print Clearly)
BIDDER'S ADDRESS

Suburban Contractors LLC.

526 Norris Rd.

Anderson, SC 29626

BIDDER'S TELEPHONE

703-980-4376

BIDDER'S E-MAIL ADDRESS

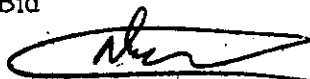
bidding@suburban-contractors.cc

Nikolaos Kollas

Clearly Printed Name of Person/Company Officer
Submitting Bid

DATE:

1/23/2020


Signature of Person/Company Officer Submitting
Bid

BID FORM

COATING REHABILITATION OF THE OCEAN PINES NORTH WATER TANK

Ocean Pines Service Area
Worcester County, Maryland

This Bid Is Submitted To: Worcester County Commissioners, OWNER

The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with OWNER to perform and furnish all Work as specified or indicated in the Contract Documents for the Price Bid and within the Time specified in the Instruction to Bidders and in accordance with all other terms and conditions of the Contract Documents.

BIDDER accepts all of the terms and conditions of the Advertisement, Notice to Bidders, Instructions to Bidders and General Information, Special Conditions, Bid Item Descriptions, Bid Schedule, Bid Form, the Technical Specifications for the Coating Rehabilitation of the Ocean Pines North Water Tank and the Tank Inspection report. This Bid shall be irrevocable for a period of ninety (90) days following Bid opening.

In submitting this Bid, BIDDER represents that:

- (a) BIDDER has examined copies of all the Bidding Documents and the following Addenda (receipt of all which is hereby acknowledged):

Date

Number

- (b) BIDDER has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.
- (c) BIDDER has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests and studies which pertain to the subsurface or physical conditions at the site or would otherwise affect the cost, progress, performance or furnishing of the Work at the Total Bid Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, and no additional examinations, investigations, explorations, tests, reports or similar information or data are or will be required by BIDDER for such purposes.
- (d) BIDDER has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing underground facilities at or contiguous to the site and assumes responsibility for the accurate location of said underground facilities. If additional examinations,

Baldwin

I/We submit this bid for the following work: **Coating Rehabilitation of The Ocean Pines Water Tank.** The following represents the TOTAL BID PRICE on a LUMP SUM basis and also lists DEDUCT PRICES bid on a LUMP SUM basis to be elected at the County's option:

TOTAL BASE BID PRICE: \$ 297,200⁰⁰
Two hundred Ninety Seven Thousand Two Hundred Dollars
(Numbers)
(Words)

DEDUCT NO. 1: \$ 12,700⁰⁰
(Exterior -3 coats only) Twelve thousand Seven hundred Dollars
(Numbers)
(Words)

BIDDER'S NAME
(Print Clearly)
BIDDER'S ADDRESS

Baldwin Industries LLC
P.O. Box. 9780
Baldwin, Maryland 21013

BIDDER'S TELEPHONE

410-563-7288

BIDDER'S E-MAIL ADDRESS

Baldwinindustries@gmail.com

Hamatula Manolis

Clearly Printed Name of Person/Company Officer
Submitting Bid

DATE: 1/24/2020

A Manolis
Signature of Person/Company Officer Submitting
Bid

Baldwin Industries, LLC
P.O. Box 9780
Baldwin, MD 21013
P: 410-563-7288
F: 410-563-7289

RESENT PROJECTS

Anne Arundel County Maryland

Jessup Tank: (2019) Blast and Paint 2MG Elevated Tank with Repairs
Contract Amount: \$1.9 M
Bernie Wiggington: 240/856/2727

Town of Mount Airy Maryland

Tank 1: (2019) Blast and paint 500KG Elevated Tank with Repairs
Contract Amount: \$600,000.00
Barnie Quine: 240/793/3703

Frederic County Maryland

Ballenger Tank: (2019) Blast and Paint 500KG Tank with Repairs
Contract Amount: \$900,000.00
Steve Sparks; 410/322/5755

George Kountoupes

I/We submit this bid for the following work: **Coating Rehabilitation of The Ocean Pines Water Tank**. The following represents the TOTAL BID PRICE on a LUMP SUM basis and also lists DEDUCT PRICES bid on a LUMP SUM basis to be elected at the County's option:

TOTAL BASE BID PRICE: \$ 385,000
(Numbers)
Three Hundred Eighty Five Thousand Dollars
(Words)

DEDUCT NO. 1: \$ 10,000
(Exterior -3 coats only) (Numbers)
Ten Thousand Dollars
(Words)

BIDDER'S NAME George Kountoupes Painting Co.
(Print Clearly)
BIDDER'S ADDRESS 661 Southfield Road, Lincoln Park, MI 48146

BIDDER'S TELEPHONE 313-388-9400

BIDDER'S E-MAIL ADDRESS cary@akpainting.com

Cary Kountoupes, President
Clearly Printed Name of Person/Company Officer
Submitting Bid

DATE: 1-23-20

Cary Kountoupes
Signature of Person/Company Officer Submitting
Bid

George Kountoupes Painting Company
Partial List of Recently Completed Projects

Project Identification	Owner	Engineer	Year Completed	Contract Amount
300 MG "Madison Street" Spheroid	Village of DeForest 120 S. Stevenson Street DeForest WI 53532 608-807-7023	Badger State Inspection LLC PO Box 157 Osseo WI 54738 715-533-8686	2019	\$516,000
500 MG "Harvey Lane" Spheroid	City of Lake Mills 200 Water Street Lake Mills WI 53551 920-648-4026	Strand Associates, Inc. 910 West Wingra Drive Madison WI 53715 608-251-4843	2019	\$360,000
500 MG "Oakdale" Elevated Tank	Campbell County Util & Svc Auth 20644 Timberlake Road Lynchburg VA 24502 434-455-8407		2019	\$460,000
2 MMG "Dunn Loring" Tank 5 MMG "Annandale #3" Tank	Fairfax Water 8560 Arlington Blvd Fairfax VA 22031 703-289-6353	Tank Industry Consultants, Inc. 7740 West New York St. Indianapolis, IN 46214 317-271-3100/fax 271-3300	2018	\$2,062,000
750 MG Sphere "Blueberry" 300 MG Elevated "Airport" 500 MG Elevated "N. Beal" Washout/inspect 10 tanks	Okaloosa County Water & Sewer 1804 Lewis Turner Bldg, Ste 300 Fort Walton Beach, FL 32547 850-651-7171	Poly Inc 102 Sunset Lane Shalimar, FL 32579 850-609-1100	2018	\$1,150,000
750 MG Elevated "75 th Street Tank"	Kenosha Water Utility 4401 Green Bay Road Kenosha, WI 53144 (262) 653-4331	Dixon Engineering, Inc. 1104 Third Ave. Lake Odessa, MI 48849 616-374-3221/fax 374-7116	2017	\$487,000
758 MG "Braddock Heights" Ground Tank	Frederick County 12 East Church Street Frederick MD 21701 301-600-1069	N/A	2017	\$307,000
250 MG "Industrial Park" Spheroid Tank	Black River Falls Municipal Utilities 119 N Water Street Black River Falls, WI 54615 715-284-9463	SEH 156 High Street, Ste. 300 New Richmond WI 54017 715-861-4869	2017	\$334,000
500 MG Elevated Tank & (2) 10 MG Hydropneumatic Tanks	City of Belleview 5343 SE Abshier Blvd Belleview FL 34420 352-233-2110	Kimley-Horn 1823 SE Fort King Street, #200 Ocala, FL 34471 352-438-3000	2017	\$487,000
5 MMG, 2.8 MMG, 1.9 MMG, 1.5 MMG & 1.2 MMG Ground Tanks Multiple Locations, PA	Pennsylvania American Water Co. 852 Wesley Drive Mechanicsburg, PA 17055 717-790-3022	Tank Industry Consultants, Inc. 7740 West New York St. Indianapolis, IN 46214 317-271-3100/fax 271-3300	2016 & 2017	\$3,685,000
2.5 MMG Ground Tank "62 nd and Broadway Tank" Merrillville, IN	Indiana-American Water 555 E County Line Road, Suite 201 Greenwood, IN 46143 317-885-2417	Tank Industry Consultants, Inc. 7740 West New York St. Indianapolis, IN 46214 317-271-3100/fax 271-3300	2016	\$724,000
1 MMG Elevated "West End Tank" Tuscaloosa, AL	City of Tuscaloosa 2201 University Blvd Tuscaloosa AL 35401 205-248-5360	McGiffert & Associates 2814 Stillman Blvd Tuscaloosa, AL 35402 205-759-1521/fax 205-759-1524	2016	\$694,000
4 MMG Ground Tank "Oakmont" Havertown, PA	Aqua Pennsylvania, Inc. 762 W. Lancaster Ave Bryn Mawr, PA 19010 610-645-4210	Mumford-Bjorkman Assoc, Inc. PO Box 733 New Castle, DE 19720 302-322-2000/fax 302-655-8260	2016	\$1,580,000

George Kountoupes Painting Company
Partial List of Recently Completed Projects

Project Identification	Owner	Engineer	Year Completed	Contract Amount
(4) 5 MMG Ground Tanks "Mulberry Raw Water Tanks" Birmingham, AL	Birmingham Water Works Board 3600 First Avenue North Birmingham, AL 35283 205-244-4211	N/A	2016	\$2,783,000
500 MG Elevated Tank Niles, MI	Niles Charter Township 320 Bell Road Niles MI 49120 269-684-0870	Dixon Engineering, Inc. 1104 Third Ave. Lake Odessa, MI 48849 616-374-3221/fax 374-7116	2015	\$509,000
5 MMG Ground, 1.17 MMG Standpipe, and 1.5 MMG Ground Tank Multiple Locations	Pennsylvania American Water Co. 852 Wesley Drive Mechanicsburg, PA 17055 717-790-3041	Tank Industry Consultants, Inc. 7740 West New York St. Indianapolis, IN 46214 317-271-3100/fax 271-3300	2015	\$1,917,000
10 MMG Ground Tank Springfield, PA	Aqua Pennsylvania, Inc. 762 W. Lancaster Ave Bryn Mawr, PA 19010 610-645-4210	Mumford-Bjorkman Assoc, Inc. PO Box 733 New Castle, DE 19720 302-322-2000/fax 302-655-8260	2015	\$2,242,000
(2) 2 MMG Hydropillars Lucas County, OH	Lucas County Commissioners 1111 S. McCord Rd. Holland, Ohio 43528 419-213-2915	Dixon Engineering, Inc. 1104 Third Ave. Lake Odessa, MI 48849 616-374-3221/fax 374-7116	2015	\$515,000
400 MG Single Pedestal Tank "Fairgrounds Tank" Owenton, KY	Kentucky American Water 2300 Richmond Road Lexington, KY 40502 859-268-6352	Tank Industry Consultants, Inc. 7740 West New York St. Indianapolis, IN 46214 317-271-3100/fax 271-3300	2014	\$371,000
500 MG "Amelia" and 1 MMG "Gaynor" Elevated Tanks & 1 MMG "Booster 4" Ground Tank Clermont County, OH	Clermont County 4400 Haskell Lane Batavia, OH 45103 513-732-8864	Dixon Engineering, Inc. 1104 Third Ave. Lake Odessa, MI 48849 616-374-3221/fax 374-7116	2014	\$1,237,000
2.5 MMG Ground Tank "Hopewell Clearwell" Hopewell, VA	Virginia American Water 900 Industrial Street Hopewell, VA 23860 804-446-9819	Tank Industry Consultants, Inc. 7740 West New York St. Indianapolis, IN 46214 317-271-3100/fax 271-3300	2014	\$636,000
300 MG & 1.25 MMG Ground Tanks Wayne Township, PA	Plum Creek Municipal Authority 686 Berne Drive Auburn, PA 17922 570-754-7505	SSM Group, Inc. 1047 North Park Road Reading, PA 19610 610-621-2000/fax 621-2001	2014	\$270,000
500 MG Standpipe, 1 MMG Elevated & 3.3 MMG Ground Birmingham, AL	Birmingham Water Works Board 3600 First Avenue North Birmingham, AL 35283 205-244-4211	N/A	2013	\$1,223,000
1 MMG Hydropillar, 250 MG Elevated, 1 MMG Ground & (2) 1.5 MMG Ground Tanks Multiple Locations, PA	Pennsylvania American Water Co. 852 Wesley Drive Mechanicsburg, PA 17055 717-790-3022	Tank Industry Consultants, Inc. 7740 West New York St. Indianapolis, IN 46214 317-271-3100/fax 271-3300	2013	\$2,248,000
(4) 1 MMG Elevated Tanks & 300 MG Spheroid Tanks Contract #12041 WYO Baltimore County, MD	Baltimore County Public Works 111 W. Chesapeake Avenue, Towson, MD 21204 410-887-3531/fax 887-4505	Tank Industry Consultants, Inc. 7740 West New York St. Indianapolis, IN 46214 317-271-3100/fax 271-3300	2013	\$1,447,000
750 MG "17 th Ave" Spheroid Moline, IL	City of Moline 30 18 th Street Moline, IL 61265 309-524-2301 /fax 309-797-0498	Tank Industry Consultants, Inc. 7740 West New York St. Indianapolis, IN 46214 317-271-3100/fax 271-3300	2013	\$606,000

K&K

I/We submit this bid for the following work: **Coating Rehabilitation of The Ocean Pines Water Tank**. The following represents the **TOTAL BID PRICE** on a **LUMP SUM** basis and also lists **DEDUCT PRICES** bid on a **LUMP SUM** basis to be elected at the County's option:

TOTAL BASE BID PRICE: \$ 389,000.⁰⁰
THREE HUNDRED EIGHTY-NINE THOUSAND ^(Numbers) ^{00/100} Dollars
(Words)

DEDUCT NO. 1: \$ 19,000.⁰⁰
(Exterior -3 coats only) ^(Numbers) ^{00/100} Dollars
NINETEEN THOUSAND
(Words)

BIDDER'S NAME
(Print Clearly)
BIDDER'S ADDRESS

K&K PAINTING, INC.

1704 JOPLIN ST.

BALT., MD. 21224

410-633-2381

BIDDER'S TELEPHONE

BIDDER'S E-MAIL ADDRESS

KKPAINT@MSN

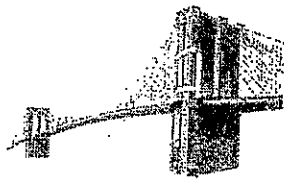
NICK KALIAKODAS

Clearly Printed Name of Person/Company Officer
Submitting Bid

DATE:

1/27/20

[Signature]
Signature of Person/Company Officer Submitting
Bid



K&K



PAINTING AND CONSTRUCTION CO.

Job References

- University of Vermont Elevated Water Storage Tank (2019)
500,000 Gallon Tank
Blast/ Paint / Metal Fabrication
Contact: Suez Water
Mr. Pierce Law (315-382-4341)
- Edgewood Tank (2019)
Edgewood PA
Blast / Paint / Metal Fabrication
Contact: Suez Water
Mr. Brendan West (717-614-3779)
- Martz Road Tank (2017)
1 million Elevated Water Storage Tank
Westminster, Md. 21157
Contact: Carroll County Government
Mr. Rodney Kuhns (443-789-7556)



1704 Joplin Street
Baltimore, MD 21224
Phone: 410-633-2381
Fax: 410-633-0720

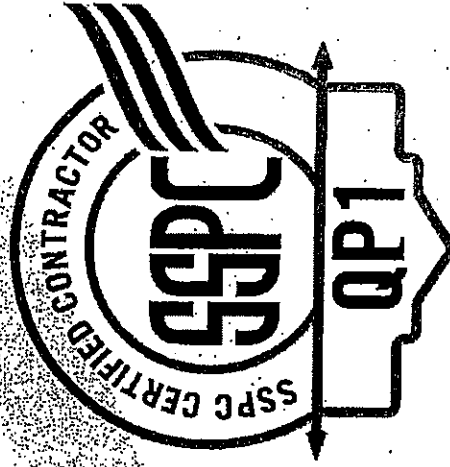


K & K Painting, Inc.
of

Baltimore, MD

*has met or exceeded the requirements set forth in the
SSPC Painting Contractor Certification Program for*

**FIELD APPLICATION OF COATINGS
COMPLEX STRUCTURES
SSPC - QP1**



Gary D. Manous
.....
President, SSPC
March 31, 2019 – March 31, 2020
.....
Validation Period



Owners are advised to contact SSPC at 412-281-2331 ext. 2235 or ext. 2209 to verify authenticity of certification.



K & K Painting, Inc.

of

Baltimore, MD

*has met or exceeded the requirements set forth in the
SSPC Painting Contractor Certification Program for*

**INDUSTRIAL HAZARDOUS
PAINT REMOVAL
SSPC-QP2**

"A"

Category

March 31, 2019 – March 31, 2020

Validation Period

Gary D. Manono
President, SSPC



Owners are advised to contact SSPC at 412-281-2331 ext. 2235 or ext. 2209 to verify authenticity of certification.

D&M

I/We submit this bid for the following work: **Coating Rehabilitation of The Ocean Pines Water Tank**. The following represents the **TOTAL BID PRICE** on a **LUMP SUM** basis and also lists **DEDUCT PRICES** bid on a **LUMP SUM** basis to be elected at the County's option:

TOTAL BASE BID PRICE: \$ 410,640.00

(Numbers)

Four hundred ten thousand six hundred forty Dollars

(Words)

DEDUCT NO. 1:
(Exterior -3 coats only)

\$ -14,000.00

(Numbers)

Deduct Fourteen thousand Dollars

(Words)

BIDDER'S NAME
(Print Clearly)
BIDDER'S ADDRESS

D & M Painting Corporation

1500 Amity Ridge Road

Washington, PA 15301

BIDDER'S TELEPHONE

724-229-0440


BIDDER'S E-MAIL ADDRESS

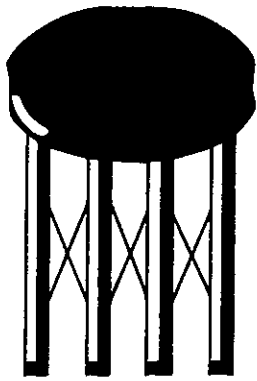
kathleen@dmpaintingcorp.com

Stephanie Holland, General Manager

Clearly Printed Name of Person/Company Officer
Submitting Bid

DATE: November 27, 2020


Signature of Person/Company Officer Submitting
Bid



D & M PAINTING CORPORATION

Sandblasting & Painting

• Commercial • Industrial • Structural Steel •

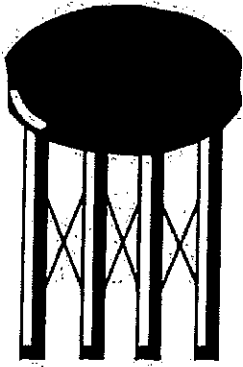
1500 Amity Ridge Road
Washington, PA 15301

(724) 229-0440
(724) 229-0441 Fax

January 27, 2019

Reference: Coating for the Rehabilitation of the Ocean Pines North Water Tank

D & M Painting Corporation (Maryland License # 23481904) complies with all requirements of the Technical Specifications for the Coating Rehabilitation of the Ocean Pines North Water Tank. D & M Painting Corporation has read and fully understands and shall meet each requirement included in the bidding documents, MDE Permit No. and the Technical Specifications for the Coating for the Rehabilitation of the Ocean Pines North Water Tank.



D & M PAINTING CORPORATION

Sandblasting & Painting

• Commercial • Industrial • Structural Steel •

1500 Amity Ridge Road
Washington, PA 15301

(724) 229-0440
(724) 229-0441 Fax

RESOLUTION

At a special meeting of the Board of Directors of D & M Painting Corporation, held on January 9, 2020 at the office of the Corporation at which Mike Makripodis, Kathy Makripodis, and Stephanie Holland being the entire Board of Directors, were present, the following Resolution was unanimously adopted:

"Resolved that each of the following officers of the Corporation is hereby authorized to execute bid proposals, contracts and associated documents on behalf of the Corporation."

Mike Makripodis, President/Secretary

I hereby certify the foregoing to be a true and correct copy of the Minutes of the above Corporation.

Mike Makripodis, President/Secretary

Kathy Makripodis, Vice President/Treasurer

Stephanie Holland, General/Project Manager

D M Painting Corporation

Current Projects

OWNER	ENGINEER	TYPE OF TANK	START/FINISH	CONTRACT	OTHER	% Complete
201912 Crofton MD Anne Arundel County Maryland Department of Public Works 2660 Riva Road 3rd FL Annapolis, MD 21401 Hime 410-222-7620	Gannett Fleming 7133 Rutherford Rd., Suite 300 Baltimore, MD 21244 Bernie Wigginton 443-348-2017	500K Gallon Spheroid Tank 126.8'H x 56.9'D	Start: 10/7/19 Finish:	\$840,560.00	Repairs, Containment, Interior: SP5, P/HydroZinc, S/F FC22, Exterior: SP10, P/HydroZinc, I/EnduraShield, F/ Hydroflon. Tnemec	70%
202002 Manassas, VA Prince William Co. Service Authority 4 County Complex Court Woodbridge, VA 22195 Micah Archibald 703-335-7986 Email: marchibald@pwcsa.org	GHD, Inc. 16701 Melford Blvd., Suite 330 Bowie, MD 20715 Phone 240-206-6810	2 MG Gallon Column Tank 100' D x 190.5' H	Start: Finish:	\$1,286,040.00	Repairs. Logo. Spray Insulation. Interior Wet: P: Corothane, I: Macropoxy 646 PW, S: Macropoxy 646 PW, F: Macropoxy 646 PW. Interior dry: PW, PT: SP-Macropoxy 646 PW, P-Macropoxy 646 PW, S-Macropoxy 646 PW, f-Macropoxy 646 PW, Exterior: PW, PT, SP- Macropoxy 646 PW, I-Macropoxy 646 PW, I- Acrolon 218 HS, S-Acrolon 218 HS, F- FluorKern. Sherwin Williams	0%
202003 Cleveland, OH - Cycle I City of Cleveland 1201 Lakeside Avenue Cleveland, OH 44114 Becky Andrus 216-664-2444 ext. 75507 Email: Becky_Andrus@clevelandwater.com	City of Cleveland 1201 Lakeside Avenue Cleveland, OH 44114 Becky Andrus 216-664-2444 ext. 75507 Email: Becky_Andrus@clevelandwater.com	Blossom Tank 3 MG Gallon Elevated 126.5'D X 155 'H Blossom Tank 500,000 Gallon Elevated 50'D X 142.7 'H Kinsman Tank 2,000,000 Gallon Elevated 102'D X 141.7 'H	Start: Finish:	\$2,895,240.70	Containment. Repairs. Logos. Blossom 3 MG Elevated Tank - EXT SP10, Primer: Ext: Corothane, Stripe: Corothane, Int: Corothane ironox, Finish: Acrolon ultra Blossom 500,000 Gallon Tank -EXT SP10, Primer: Corothane, stripe: Corothane, Int: Corothane ironox , finish: Acrolon ultra exterior. Kinsman Tank - Exterior: PW, 5000PSI, SPINNER TIP Primer: Corothane I Preprime, Spot Rusted areas: Mio Aluminum, Finish : Acrolon Ultra	0%
202004 Madison, OH Madison Village Hall 126 West Main St. Madison, OH 44057	CT Consultants, Inc. 8150 Sterling Court Mentor, OH 44060 Eric Halbach 440-951-9000	Dayton Road Water Tank 400,000 Gallon Elevated Tank 38'D x 110' H	Start: Finish:	\$148,240.00	Repairs, Interior wet: SP10, zinc,epoxy,epoxy (plus stripe coat	0%
202005 Ocean City, MD Town of Ocean City, MD 301 Baltimore Ave Ocean City, MD 21842 Dean Dashiell 410-520-5428	Whitman Requardt 801 South Caroline Street Baltimore, MD 21231 Brian Mullis 410-235-3450	750,000 Gal Elevated 134'H	Start: Finish:	\$351,800.00	Repairs, Containment, Interior: SP5, P/HydroZinc, S/F FC22, Exterior: SP10, P/HydroZinc, I/EnduraShield, F/ Hydroflon. Tnemec	0%

D M Painting Corporation

Jobs Complete

OWNER	ENGINEER	TYPE OF TANK	START/FINISH	CONTRACT	OTHER
201918 Center Township, PA Center Township Water Auth. 224 Center Grange Road Aliquippa, PA 15001 724-774-7960	Lennon, Smith, Souleret Engineering, Inc. 846 Fourth Avenue Coraopolis, PA 15108 412-264-4400	Tank No. 1 - 400K Elevated Tank 98'H x 51'D Tank No. 2 - 1MG Elevated Tank 101'H x 75'D Tank No. 3 and Tank No. 4 - 250K Elevated Tank 100'H x 42'D	Start: 8/2/19 Finish: 8/24/19	\$57,515.00	Exterior Pressure Washing of all tanks
201917 Fairfax, VA Fairfax Water Morin Building 8570 Executive Park Avenue Fairfax, VA 22116-0815 Bill Harrison 703-289-6353 Email: wharrison@fairfaxwater.org	Hazen and Sawyer 4011 WestChase Boulevard Raleigh, NC 27607 Matthew Miles 919-863-1039 Email: mmiles@hazenandsawyer.com	3,525 MG Ground Storage Tank 58.5'H x 100'D	Start: 9/30/19 Finish:	\$681,540.00	Repairs. Interior: SP10, P/HydroZinc, SC/I/Pota-Pox, F/Elastoshield, Exterior: PW only to remove caulk, SC/SP/I: Chembuild, F/EnduraShield. Tnemec
201915 Erie PA Summit Township 1230 Townhall Road W., Suite 200 Erie, PA 16509 John Troutman 814-964-2323	GPI 8 Gibson Street North East, PA 16428 Wells 814-725-8659	500K Hypodillar Tank 83'H x 49.5'D	Start: 10/25/19 Finish: 5/18/19	\$309,640.00	Tank Remained In Service During Work. Repairs, Containment, Interior: SP6, P/F Carbomastic 615, Exterior: SP6, P/Carbozinc 608HB, S/Carboguard 635, F/Carbothane 134HG. Logo/Lettering. Carboline
201914 Aliquippa PA Cochran Acres Tanks Creswell Heights Joint Authority 3961 Jordan Street, Box 301 South Heights, PA 15081 Dan Losco 724-375- 1303	KLH Engineers, Inc S173 Campbells Run Road Pittsburgh PA 15205 Greg Pasko 412- 494-0510 x. 160	200K Gallon Standpipe Tank 50.6'H x 26.1'H and 500K Gallon Standpipe Tank 58'H x 42.4'D	Start: 05/14/19 Finish: 7/13/19	\$342,240.00	Repairs, Containment, Interior: SP10, P/HydroZinc, SC/Pota-Pox, F/Epoxoline, Exterior: SP10, P/94H20, SC/Epoxoline, I/ EnduraShield, F/V700
201913 Leesburg VA Town of Leesburg VA 43234 Edwards Ferry Road Leesburg VA 20176	Hazen and Sawyer 1 South 5t., Suite 1150 Baltimore MD 21202	1.5M Gallon Standpipe Tank 95.8'H x 55'D	Start: 6/30/19 Finish:	\$613,380.00	Repairs, Containment, Interior: 5P10, P/SC/I/F PotaPox, Exterior: SP6, SP/P/SC Unibond, F/Endurashield. Tnemec
201911 McKenney VA Dinwiddie Co. Water Authority 23008 Airpark Drive Petersburg, VA 23803 Robert Wilson 804-861-0998 ext. 111 Email: robertwilson@dcwa.org	Arcadis US Inc 9954 Maryland Drive Ste 2400 Richmond, VA 23233 Nelson Dove 804-665-1066 Email: nelson.dove@arcadis.com	100K Gal Elevated Tank 135.3' H to overflow	Start: 6/5/19 Finish: 7/27/19	\$292,240.00	Repairs, Containment. Interior: SP10, P/94H20, I/V/S/F Pota-Pox Exterior: SP6, P/94H20, I/EnduraShield, F/HydroFlon. Tnemec



Maryland
Department of
the Environment

Larry Hogan, Governor
Boyd K. Rutherford, Lt. Governor

Ben Grumbles, Secretary
Horacio Tablada, Deputy Secretary

February 10, 2020

Ms. Jessica Wilson, CPA
Enterprise Fund Controller
Worcester County Office of the Treasurer
One West Market Street, Room 1105
P.O. Box 248
Snow Hill, MD 21863

Re: Discharge Permit MD0023477
Ocean Pines WWTP
Bay Restoration Fund

Dear Ms. Wilson:

Based on our review of your facility's Discharge Monitoring Reports for the calendar year 2019, and other submitted documents, your facility is exempt from paying into the Bay Restoration Fund (BRF) during the calendar year 2020.

Exemptions under this category are valid for up to one year. Your exemption will expire on February 1, 2021, after which the BRF fee will resume for your facility unless an exemption renewal is requested prior to this date.

Should you have any questions, please contact me at (410) 537-3425 or at Sunita.Boyle@maryland.gov.

Sincerely,

Sunita Boyle, P.E. – Division Chief
Region II Project Management Division
Engineering and Capital Projects Program
Office of Budget and Infrastructure Financing

cc: Walid Saffouri – MDE
Elaine Dietz – MDE
Cathy Lowenkron – MDE

12

FYI

- Exempt Since 2005
- Saves each ratepayer \$60 annually
- More than \$5 million savings since 2005

*



13

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

JOHN H. TUSTIN, P.E.
DIRECTOR

JOHN S. ROSS, P.E.
DEPUTY DIRECTOR

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

MEMORANDUM

TO: Harold L. Higgins, Chief Administrative Officer
FROM: John H. Tustin, P.E., Director of Public Works *JHT*
DATE: February 10, 2020
SUBJECT: Small Project Agreement – Vanderhackett, LLC

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

.....

We have been working with J.W. Salm Engineering, Inc., on behalf of their client Vanderhackett, LLC who would like to connect their condominium units and marina on Gum Point Road to the Ocean Pines Sewer System by grinder pump and small diameter force main. This property was anticipated to be served as a part of the 2007 Master Sewer Plan for the Greater Ocean Pines Service Area.

We have reviewed design drawings prepared for this purpose and it is feasible to make this connection. As with similar small projects, we have required him to complete our standard "Small Projects Agreement" to demonstrate compliance with County Code, specifically, PW5-307.

This agreement have been reviewed by the County Attorney and it is now being presented for approval.

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

Attachment

cc: Jessica R. Wilson, CPA Enterprise Fund Controller
John S. Ross, Deputy Director

**WORCESTER COUNTY
SMALL PROJECT
WASTEWATER AND/OR WATER AGREEMENT**
Reference PW5-307 Code of Public Local Laws of Worcester County

THIS AGREEMENT made this 30th day of JANUARY, 201~~9~~²⁰, by and between THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, in the capacity of the governing body of the Ocean Pines Sanitary Service Area, hereinafter called "Service Area" and Keith Vander Kolk and Shonna M. Hackett, hereinafter called "Developer." The parties hereto do hereby agree as follows:

A. PROJECT: Low Pressure Sewer Force Main hereinafter called "Facilities."

B. LOCATION PROPERTY

Properties affected by this Agreement are more particularly described as follows:

Deed Reference 07525/00332, Tax Map 21 Parcel 35 (Units, Marina Units and Boat Slips – See Attached Exhibit A).

C. SERVICE TO BE PROVIDED Installation of 700 +/- L.F. of 4-inch diameter low-pressure sewer force main, in accordance with the drawing prepared by J.W. Salm Engineering, Inc, dated December 2019.

D. LEGAL REQUIREMENTS AND PROCEDURE

Developer shall:

1. Upon the execution hereof, deed to Service Area, free and clear of all liens and encumbrances, by special warranty deed: all fee simple parcels and easements required for the operation and construction of Facilities and provide an acceptable title certificate signed by a Maryland attorney.
2. Provide plans as required by Service Area which must be satisfactory to Service Area prior to commencement of construction.
3. In cooperation with Service Area, secure all necessary permits for the benefit of Service Area and transfer the same to the Service Area.
4. Provide any construction bond required by applicable law regulation.
5. Commence construction of Facilities by February 2020 complete construction by June 2020 and Construct Facilities to the satisfaction of Service Area in accordance with all required permits to all applicable standards as established by Service Area.
6. Upon completion of Facilities and final inspection, approval and acceptance by the Service Area transfer all portions of the Facilities not already property of the Service Area free and clear of all liens and encumbrances at which time Service Area shall assume operational control of the Facilities.
7. Post such cash deposits as required by Service Area to provide for operation for not less than one year of operational costs of Facilities.

8. Provide lien releases or evidence of full and final payment to all contractors, engineers and suppliers as required by Service Area.
9. Warrant the construction and performance of Facilities for a period of not less than two years from the date of acceptance by the Service Area.
10. Post a maintenance bond in amounts to guarantee the warranty. Such bond shall be equal to 50% of actual cost of all equipment. Further provide that Service Area may set amounts of such bonds within the parameters hereof.

E. SPECIAL REQUIREMENTS: Must adhere to all applicable requirements of Worcester County DPW - Roads Division

F. CONSTRUCTION AGREEMENTS

1. Developer shall construct Facilities at Developer's sole expense subject to the oversight of Service Area.
2. Developer shall make all corrections, additions, and adjustments required by Service Area to complete construction of Facilities according to all permits, plans and specifications.
3. Service Area may reject unsatisfactory work in which case it shall be redone by Developer.

G. CHARGES, COSTS, FEES AND EXPENSES

1. Developer shall pay all costs, fees and expenses of Service Area in performing of this Agreement including without limitation, permit fees and costs incurred by Service Area in processing and oversight of the construction of Facilities. Those fees and costs are estimated to be \$1,500.
2. A deposit in escrow for costs, fees and expenses of Service Area in the amount of \$1,500 shall be made by Developer upon signing and such account maintained as required by Service Area pending acceptance by Service Area.
3. Upon completion and acceptance of the Facilities and the commencement of operation thereof, Developer shall commence payment of standard charges imposed within the service area in which the service is provided.

H. EXCESS CAPACITY-OWNED BY SERVICE AREA

1. Facilities are designed and intended to serve Tax Map 21, parcel 35
2. Any excess capacity of Facilities or of any modification or addition thereto shall be the property of Service Area and shall belong to Service Area. There shall be no recoupment of costs of construction, expenses, fees, operation or installation of Facilities by Developer unless as specifically set forth herein or in a separate written Agreement between the parties.

I. MISCELLANEOUS PROVISIONS

1. In any action brought in court under this Agreement the, jurisdiction venue shall be exclusively the Circuit Court of Worcester County, Maryland.
2. The provisions of this Agreement shall be governed and construed according to the laws of the State of Maryland. The parties' performance of obligations hereunder shall comply with all applicable

governmental requirements. Existing and future laws shall supersede this Agreement. It is entered into pursuant to Section PW 5-307 of the Code of Public Local Laws of Worcester County.

3. The construction of Facilities pursuant hereto shall constitute an offer of dedication to the County Commissioners of Worcester County for the benefit of Service Area.
4. This Agreement shall constitute an encumbrance on lands described in Paragraph B hereof and shall run with the land.
5. Developer and Service Area agree to cooperate in the implementation of this Agreement and agree to execute such other and further assurances or additional documents and instruments as it may be reasonably required of or requested by the other party to carry out the provisions hereof.
6. The rights, obligations and duties of Service Area hereunder are delegated (subject to revocation) to the Worcester County Department of Public Works.
7. The Service Area is a governmental body and shall be entitled to all immunities and nothing herein shall negate any governmental entities.
8. All documents executed pursuant hereto shall be subject to the approval of the County Attorney for Worcester County, acting on behalf of Service Area.

SERVICE AREA

Witness

County Commissioners of Worcester County, Maryland

Harold L. Higgins
Chief Administrative Officer

Witness:

Jash Thomas
(Print Name)

Witness:

Jash Thomas
(Print Name)

(SEAL)

DEVELOPER

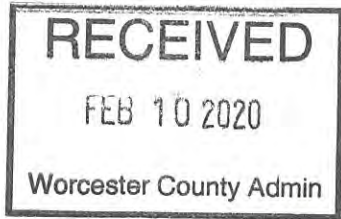
KEITH VANDER KALK, OWNER
Print Name and Capacity

(SEAL)
Signature

DEVELOPER

SHONNA HACKETT, OWNER
Print Name and Capacity

(SEAL)
Signature



14

Worcester County

DEPARTMENT OF PUBLIC WORKS

6113 TIMMONS ROAD

SNOW HILL, MARYLAND 21863

JOHN H. TUSTIN, P.E.
DIRECTOR

JOHN S. ROSS, P.E.
DEPUTY DIRECTOR

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

MEMORANDUM

TO: Harold L. Higgins, Chief Administrative Officer
FROM: John H. Tustin, P.E., Director of Public Works *JHT*
DATE: February 10, 2020
SUBJECT: Gum Point Road Sewer Line Progress Report

DIVISIONS

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

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

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

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

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

As requested by the Commissioners at their February 4, 2020 meeting, we are in the process of developing a program for construction of a small diameter sewer line along Gum Point Road. The following progress has been achieved since your last meeting:

Agreement – County Attorney Roscoe Leslie has drafted the attached agreement with Mr. Hershey with respect to his contribution of funds for this project. The agreement will be forwarded to Mr. Hershey's attorney and presented for approval by the County Commissioners at a future meeting.

Engineering Design – Following the February 4 Commissioner meeting, we reached out to J.W. Salm Engineering to determine the cost for preparation of design plan and specifications. Mr. Salm is the logical engineer to complete this design given his prior involvement with Mr. Hershey on this project, his design of the Ocean Downs Pipeline connection to Ocean Pines across Gum Point Road and other sewer line extensions along Gum Point Road.

Attached is a proposal to complete this design for a total cost of \$11,745.00 for design work and \$5,450.00 for surveying. This proposal could be authorized by Mr. Hershey to expedite the design in which case the cost could be credited towards his \$50,000.00 contribution for this project.

Public Hearing – Prior to beginning the project, the County Code requires the County Commissioners to conduct a public hearing in accordance with Section PW 5-307 as follows:

(b) Construction by county. Where a sanitary service area or sub-area has been established, the sanitary facilities shall be constructed, expanded or upgraded by the county in accordance with the following procedures.

(1) The County Commissioners shall cause to be made such studies, plans and specifications as may be necessary to solicit bids and determine the actual cost for the construction and operation of the proposed sanitary facilities.

(2) The County Commissioners shall hold a public hearing on the cost of the project, which hearing shall be advertised at least once per week for two weeks prior to the hearing in a newspaper of general circulation in the area of the proposed service area. At the hearing the Commissioners may ask for the vote of each property owner in the service area as to whether the project should be constructed but shall not be bound by said vote.

(3) Following the public hearing the County Commissioners may approve or reject the project for construction. If approved, the County Commissioners may advance funds or may issue bonds as may be authorized by Public General Law, for the construction of the project. The costs incurred in constructing the project shall be considered a debt of the sanitary service area which debt shall be repaid through the levying of and payment of assessments as provided for in this Subtitle.

With respect to the estimated cost of the project, Enterprise Fund Controller Jessica Wilson has prepared a Financial Feasibility Analysis for two optional construction programs. Option 1 includes the extension of public sewer services east on Gum Point Road from the current line. Total construction costs for Option 1 are estimated at \$252,000 to serve 34 Equivalent Dwelling Units (EDUs) for a per EDU cost of \$5,941. Option 2 provides for sewer service along all of Gum Point Road both east and west of the current line. Total construction costs for Option 2 are estimated at \$318,000 which would provide service for 107 EDUs at a cost of \$2,505 per EDU. In addition to the construction costs, property owners connecting to the public sewer service would also be responsible for paying the equity contribution, Future Capital Improvement (FCI) cost and sewer connection fee to the County, as well as to purchase a grinder pump. As a result, the total cost per EDU is estimated at \$25,064 per EDU under Option 1 or \$21,628 per EDU under Option 2.

We need direction from the Commissioners regarding whether to pursue Option 1 or Option 2.

Permits –There will be additional permits required prior to construction, including:

MDE Construction Permit – This permit is required to ensure that infrastructure projects throughout the State are designed on sound engineering principles and comply with State design guidelines to protect water quality and public health.

Wetlands Permits – In areas where we cross water, we will need to obtain approval for either Wetlands Disturbance or Wetlands buffer disturbance.

I look forward to reviewing our progress with the County Commissioners at their next meeting. If you have any questions, please do not hesitate to contact me.

Cc: Jessica R. Wilson, CPA Enterprise Fund Controller
John S. Ross, Deputy Director
Sewer Committee

AGREEMENT

This Agreement, is dated _____ and is between the **County Commissioners of Worcester County, Maryland** ("County"), in the capacity of the governing body of the Greater Ocean Pines Service Area, ("Service Area") and **Steven Hershey** ("Owner").

Recitals

- A. Owner owns property known as 11831 Gum Point Road ("Property") that is located in the Service Area.
- B. Owner wants public sanitary sewer service for the Property.
- C. Owner will provide financing to defer the cost of the County extending a sewer line up to the Property ("Project").

Terms

The County and Owner agree as follows:

I. Owner's Responsibilities:

- a. Owner must deposit \$[x] in escrow for allocation to the Project's initial construction cost if it is formally approved.
- b. If the Project is completed, Owner will be responsible for all additional costs related to a sewer service connection to the Property, including purchase of Equivalent Dwelling Units ("EDUs") necessary to serve the property, equity contributions, future capital improvement ("FCI") fees, grinder pump purchase and installation, connections to buildings, and other related costs.

II. County's Responsibilities:

- a. Upon complete payment of the sum above into escrow by Owner, County will begin the process of approving and constructing the Project in accordance with the Worcester County Code ("Code"), the Worcester County Water and Sewerage Plan ("Plan"), and all other applicable laws and regulations.
- b. After a public hearing under Code § PW 5-307, the County will make a final decision to approve the Project.
 - i. If the Project is not approved, the balance of the escrow funds will be refunded to the Owner, less reasonable expenses incurred and documented by the County. Owner waives the right to any other remedy against the County.

- ii. If the Project is approved, the initial escrow balance will become nonrefundable and will be allocated to Project construction costs.

III. Project Design

- a. At its sole discretion, County may allow Owner to design the Project to County specifications. If Owner is allowed to design the Project, Owner may receive an offset for reasonable design costs up to \$[x] that will be refunded from the escrow amount.
- b. County must approve the final design and the final design must comply with the Code, the Plan, and all applicable laws and regulations.
- c. Attached as Exhibit A is a preliminary schematic to illustrate the general location of the Project.

IV. Miscellaneous

- a. This Agreement is governed by Maryland law.
- b. The Circuit Court for Worcester County, Maryland is the exclusive jurisdiction for any action arising from this Agreement.
- c. The County and Owner are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives any benefit or right to third persons.
- d. County and Owner agree to cooperate in the implementation of the Agreement and to execute additional documents reasonably required to do so.
- e. This Agreement is the complete agreement between the parties relevant to the purpose described and supersedes all prior agreements or proposals, oral or written, and all other communication between the parties relating to the subject matter of this Agreement.

The Parties agree to this Agreement on the date stated above.

Attest:

County Commissioners of
Worcester County, Maryland

Harold Higgins
Chief Administrative Officer

Joseph M Mitrecic
President

Witness

Owner

Steven Hershey:

J. W. SALM ENGINEERING, INC.

9842 Main Street, Suite 3
P.O. Box 397
Berlin, MD 21811

phone: 410.641.0126
e-mail: comments@jwse.com

February 5, 2020

Steve Hershey
1 Mason Drive
Selbyville, DE 19975

**Re: Low-Pressure Sewer Force Main Design – Tax Map 21, Parcel 75, Gum Point Road,
Berlin, Worcester County, Maryland**

Dear Mr. Hershey:

JWSE is pleased to present this work plan for requested engineering services. Work will include engineering design for a public sewer connection via an extension of the County's low-pressure (LP) sewer main, from the planned extension at the private marina to your property at the end of Gum Point Road.

JWSE will design a low-pressure sewer system consisting of approximately 3,500 +/- linear-foot of public force main in the Gum Point Road right-of-way along with a private force main and private grinder pump station(s) on your property. The LP public force main will vary from 1.5-inches in diameter to 4-inches in diameter along different sections, as required by Worcester County. All work will be suitable for submittal to Worcester County for their review. The budget estimate for this work effort is \$11,745.00. *JWSE* will need three weeks from authorization and receipt of the survey from your Surveyor to prepare this design.

All *JWSE's* work will be performed on a Time and Expense basis, in accordance with the attached Standard Provisions. *JWSE's* scope of work does not include: base surveying, sub-surface exploration or soils evaluation or testing. Neither post design and/or construction services nor survey stakeout are included in the scope of work. No work involving critical areas, forestry, zoning or other planning services is included as it is not likely that these will be required for your design. We will require the base file from your surveyor in AutoCAD format prior to beginning our work. It is possible that a wetland permit may be required for the section to be installed underneath a large culvert on Gum Point Road, just north of the existing private marina. *JWSE* can assist in obtaining this permit, if required, however the cost of this is not included in this work plan since it is presently no know if this will be required.

JWSE will begin work upon written authorization from you below. Please feel free to contact *JWSE* should you have any questions or comments.

Very truly yours,

J. W. SALM ENGINEERING, INC.

By: *John W. Salm, III*

John W. Salm, III, P.E.
President

Attachments: Standard Provisions (September 2008)

Please indicate acceptance by signing below and returning to *JWSE*.

Owner or Authorized Representative

Date

(Print Name)

Phone Number

(Mailing Address)

STANDARD PROVISIONS

GENERAL: The letter Proposal from J.W. Salm Engineering, Inc. (*JWSE*), outlining the scope of work, fees and times for completion, together with the terms and conditions contained herein, shall constitute the Agreement for services to be rendered. These Standard Provisions are fully binding upon Clients accepting proposals just as if they were fully set forth in such Proposals. However, in the event that terms and conditions set forth in the Proposal contradict terms set forth here, the Proposal shall govern. Upon acceptance by the Client, the Proposal and these Standard Provisions shall constitute the entire Agreement between the parties. No service outside the scope of this Agreement shall be performed without notification to the Client. Should there be any future revisions, dictated by changes in the governing authorities requirements or changes of scope of the project made by the Client, fees shall be adjusted accordingly. Fees shall be in accordance with the "Fees for Professional Services" prevailing at the time the work is performed. Although it is the policy of *JWSE* to complete all professional services in a timely manner, there is no guarantee expressed or implied as to when work will be completed or when work will be reviewed or approved by the applicable governing agencies. Each party reserves the right to terminate this Agreement at any time upon written notification. In such event, the Client shall pay for all work performed to date. The Client shall pay the costs of all fees, permits, bond premiums, and other charges not expressly covered by the terms of this Agreement.

SCOPE : *JWSE* shall only be obligated to perform those services expressly described in this Agreement or those services necessarily implied by the work undertaken by *JWSE* pursuant to the Agreement. In no event, unless expressly set forth in the Agreement, shall *JWSE* be obligated:

- a. To furnish or certify as to the correctness of a legal description or title report as to real property which is the subject of, or related to, *JWSE's* services.
- b. To furnish or certify as to the correctness of a topographical survey, as-built survey, land survey, boundary survey, utility survey, street survey, or other survey which reflects real property which is the subject of, or related to, *JWSE's* services
- c. To furnish legal, accounting, insurance, or other consulting services not customarily undertaken by *JWSE*.
- d. To provide professional services pertinent to off-site requirements or considerations.
- e. To locate or verify the location of underground utilities.
- f. To furnish or verify specifications or requirements related to PCB transformer removal or disposal, radon level evaluations, asbestos, or related services.
- g. To assure the Client of favorable results on the submission of zoning, appeal, exception, waiver or any other applications made on behalf of the Client to Local, State or Federal agencies or bodies.
- h. To provide any geotechnical services, including, but not limited to, core borings, probing, subsurface explorations, inspections, testing, the preparation of soils reports, or soils-related design improvements unless specifically included in the Agreement. These services shall be performed by others.
- i. To issue stop work directives to the Client's contractors or subcontractors.

In the event such services or actions are necessary for the performance of *JWSE's* services, they shall be furnished by the Client at the Client's expense. The Client shall also inform *JWSE* of any special criteria or requirements related to *JWSE's* services and shall furnish *JWSE* with all existing information, including reports, plans, drawings, surveys, deeds, and other documents. *JWSE* shall not be responsible for errors or omissions or additional costs arising out of its reliance upon such information or materials furnished by the Client.

FEES FOR PROFESSIONAL SERVICES : The Client agrees to pay *JWSE* for professional services rendered in connection with the scope of services provided in the Proposal. Unless specified as a Lump Sum fee (LS), any cost estimate included in the Proposal is for budgetary purposes only. Payment, if specified as Time and Expense (T&E), shall be based upon actual time and expense charged per the schedule below:

Project Manager/Principal	: \$150-\$200/hr.	Copies:	\$0.20 each letter size
Senior/Project Engineer & Surveyor	: \$75-\$105/hr.	Fax:	\$2.00 / page
Staff Engineer/Survey Crew	: \$65-\$95/hr.	Mileage:	Federal Rate
Designer	: \$55-\$80/hr.	Contract Labor:	Cost plus 15%
Clerical	: \$45/hr.	Other expenses:	Cost plus 15%

Fees for expert witness testimony and preparation shall be billed at one and one-half times the normal fee for professional services.

INVOICES AND PAYMENTS : Lump Sum services will be invoiced periodically, based on a percentage completion basis. Time and Expense services will be invoiced periodically, based on work completed to date. Payment is due upon receipt of the invoice. A final invoice will be submitted upon the completion of all work and payment is due upon receipt of the invoice. A ONE AND ONE-HALF PERCENT (1-1/2%) PER MONTH SERVICE CHARGE WILL BE ADDED TO ALL ACCOUNTS THAT BECOME DELINQUENT BY THIRTY (30) DAYS OR MORE. *JWSE* reserves the right, at *JWSE's* discretion, to suspend work on any of the Client's projects should the past due balance fall 45 days behind. Client payment of *JWSE* invoices implies that all work has been performed to the Client's satisfaction.

CHOICE OF LAWS: The Contract shall be construed in accordance with the laws in the State of Maryland. The parties shall agree that the venue for all conflicts arising out of this Contract shall be Worcester County, Maryland.

COLLECTION : The continuation of work during payment negotiation in no way forfeits *JWSE's* future rights of collection. In the event that *JWSE* shall be successful in any arbitration or suit for damages for breach of this Agreement, including non-payment of invoices, or the enforcement of this Agreement or to enjoin the other party from violating this Agreement, *JWSE* shall be entitled to recover as part of its damages, its reasonable legal costs, including attorney fees, collection fees, collection agency fees and expenses for bringing and maintaining any such action.

INSURANCE : Insurance Certificates will be furnished upon request. Within the limits of said insurance, *JWSE* agrees to hold the Client harmless from and against loss, damage, injury or liability arising directly from the negligent acts or omissions of *JWSE*, its employees, agents, subcontractors and their employees and agents. If the Client places greater responsibilities upon *JWSE* or requires further extraordinary insurance coverage, *JWSE*, if specifically directed by the Client in writing, will take out additional insurance (if procurable), at the Client's expense; but *JWSE* shall not be responsible for property damage from any cause, including fire and explosion, beyond the amounts and coverage of this insurance.

OWNERSHIP OF DOCUMENTS : All documents, including but not limited to original drawings, specifications, reports, sketches, and electronic files, prepared or to be prepared by *JWSE* for the Client, contain creative, artistic, and original ideas which the Client agrees are a valuable property right of *JWSE*. It is understood by and between the parties that all such documents, or any reasonable facsimile thereof, are and shall remain the property of *JWSE* whether used by Client or not, and shall not be used by or provided to any third party in any manner whatsoever by the Client except for the purposes of and according to the provisions set forth in this Agreement. The Client agrees not to make copies; reasonable facsimile, artists renditions or the like of said documents without procuring *JWSE's* prior written approval and further agrees not to alter in any manner said documents. In the event of default or termination of this Agreement, the Client shall be entitled to use information contained in said documents only when fees for the same have been paid in full.

UNAUTHORIZED CHANGES : In the event the Client, the Client's contractors or subcontractors or anyone from whom the Client is legally liable makes or permits to be made any changes to any reports, plans, specifications or other construction documents prepared by *JWSE* without obtaining *JWSE's* prior written consent, the Client shall assume full responsibility for the results of such changes. Therefore, the Client agrees to waive any claim against *JWSE* and to release *JWSE* from any liability arising directly or indirectly from such changes. In addition, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless *JWSE* from any damages, liabilities or costs, including reasonable attorneys' fees and costs of defense, arising from such changes. In addition, the Client agrees to include in any contracts for construction appropriate language that prohibits the Contractor or any subcontractors of any tier from making any changes or modifications to *JWSE's* construction documents without the prior written approval of *JWSE* and that further requires the Contractor to indemnify both *JWSE* and the Client from any liability or cost arising from such changes made without such proper authorization.

ELECTRONIC MEDIA : *JWSE* regularly uses electronic media in generating, revising, plotting and transmitting its design capabilities. *JWSE's* electronic files are proprietary and, while they are made available to the Client under provisions of the Agreement, the Client shall not permit any unauthorized reuse of the electronic files such as use on later project phases, another project or for Facility Management Systems, and shall not permit any unauthorized modifications to the electronic files, either by the Client or third parties. The Client shall indemnify and hold harmless *JWSE* against any claims or damages resulting from subsequent unauthorized use or modification of the electronic files. *JWSE* assumes no responsibility for errors in the electronic transfer of data, either in sending or receiving, or in alteration or damages to the wireless, wired, disks, tapes or other media transmission. *JWSE* cannot guarantee the archive use of electronic files due to limited life expectancy of the media. Hardcopy sealed plans take precedence over electronic files. Electronic files are provided for the Client's convenience only.

LIMITATION OF PROFESSIONAL LIABILITY : *JWSE* does not assume any responsibility or guarantee for information or work completed by other consultants or for approval or other actions by and of government agencies. The Client agrees to limit any and all liability or claim for damages, cost of defense, or expenses, due to design defects, errors, omissions, or professional negligence, levied against *JWSE*, *JWSE* officers, directors, partners, employees or any *JWSE* subconsultants to a sum not to exceed eighty Percent (80%) of the amount of *JWSE's* applicable fee or fifty thousand dollars (\$50,000.00), whichever is lesser. Further, the Client agrees to notify any contractor or subcontractor who may perform work in connection with any design, report, or study prepared by *JWSE*, or any *JWSE* subconsultants of such limitation of liability for design defects, errors, omissions, or professional negligence, and agrees to require, as a condition precedent to their performing the work, a like limitation of liability on their part as against *JWSE*, or any *JWSE* subconsultant. In the event that the Client fails to obtain a like limitation provision as to design defects, errors, omissions, or professional negligence, any liability of the Client and *JWSE* to such contractor or subcontractor arising out of design defects, errors, omissions, or professional negligence, shall be allocated between the Client and *JWSE* in such a manner that the aggregate liability of *JWSE* for such defects to all parties, including the Client, shall not exceed eighty Percent (80%) of the amount of *JWSE's* applicable fee or fifty thousand dollars (\$50,000.00), whichever is lesser. Additional limits of liability of fifty thousand dollars (\$50,000.00), may be made part of this agreement for an additional fee of fifty Percent (50%) of the total fees included herein.

EXTENSION OF PROTECTION : The Client agrees that any and all limitations of *JWSE's* liability and indemnifications by the Client to *JWSE* shall include and extend to those individuals and entities *JWSE* retains for performance of the services under this Agreement, including but not limited to *JWSE's* officers and employees and their heirs and assigns, as well as *JWSE's* subconsultants and their officers, employees, heirs and assigns.

INTERPRETATION : Limitations on liability, waivers and indemnities in this Agreement are business understandings between the parties and shall apply to all legal theories of recovery, including breach of contract or warranty, breach of fiduciary duty, tort (including negligence), strict or statutory liability, or any other cause of action, provided that these limitations on liability, waivers and indemnities will not apply to any losses or damages that may be found by a trier of fact to have been caused by *JWSE's* sole or gross negligence or *JWSE's* willful misconduct. The parties also agree that the Client will not seek damages in excess of the contractually agreed-upon limitations directly or indirectly through suits against other parties who may join *JWSE* as a third-party defendant. "Parties" means the Client and *JWSE*, and their officers, directors, partners, employees, subcontractors and subconsultants.

STANDARD OF CARE : In providing services under this Agreement, *JWSE* will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. *JWSE* makes no warranty, either express or implied, as to the professional services rendered under this Agreement.

BETTERMENT : If, due to *JWSE's* negligence, a required item or component of the Project is omitted from *JWSE's* construction documents, *JWSE* shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. In no event will *JWSE* be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Project.

CORPORATE PROTECTION : It is intended by the parties to this Agreement that *JWSE's* services in connection with the Project shall not subject *JWSE's* individual employees, officers or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein, the Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against *JWSE*, a Maryland corporation, and not against any of *JWSE's* individual employees, officers or directors.

CONFIDENTIAL COMMUNICATIONS : *JWSE* may be required to report on or render confidential opinions about the past or current performance and/or qualifications of others engaged or being considered for engagement directly or indirectly by the Client. Those about whom reports and opinions are rendered may as a consequence initiate claims against *JWSE*. To help create an atmosphere in which *JWSE* may freely report or express such opinions candidly in the interest of the Client, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless *JWSE* against all damages, liabilities or costs, including attorney's fees and defense costs, arising or allegedly arising from the rendering of such confidential opinions and reports by *JWSE* to the Client or to the Client's agents.

SURVIVAL : All limitations of liability, indemnifications, warranties and representations contained in the Agreement shall survive the completion or termination of this Agreement and shall remain in full force and effect.

FAST-TRACK DESIGN AND CONSTRUCTION : *JWSE* will determine, at *JWSE's* sole discretion, if and when a project is proceeding on a fast-track basis, i.e. where some or all of *JWSE's* design services overlap the construction work and are out-of-sequence with traditional project delivery methods. If so determined by *JWSE*, and in consideration of the benefits of fast-tracking to the Client and in recognition of the inherent risk of fast-tracking to *JWSE*, the Client agrees to waive all claims against *JWSE* for design changes and modifications to portions of work already constructed necessitated by the fast-track process. The Client further agrees, to the fullest extent permitted by law, to indemnify and hold harmless *JWSE* against all claims, damages, liabilities or costs, including attorney's fees and defense costs, arising out of or in any way connected with the fast-track nature of a project. Additionally, the Client agrees to compensate *JWSE* for all additional services required to modify, correct or adjust the Construction Documents and coordinate them in order to meet the scheduling requirements of the fast-track process.

SAFETY : Any construction observation by *JWSE* of any of the Client's contractor's performance is not intended to include review of the adequacy of the contractor's safety measures in, on, or near the construction site. The Client's contractor(s) shall be solely and completely responsible for working conditions of the job site, including safety of all persons and property during performance of the work. This requirement shall apply continuously and not be limited to normal working hours.

ASSIGNMENT : Except as provided herein or otherwise previously agreed in writing by the parties hereto, any assignment, hypothecation or transfer of this Agreement or any rights or duties hereunder shall be void.

SCOPE OF AUTHORITY : The person signing this Agreement on behalf of the Client warrants that he or she has the authority to do so; and if a corporation, is an officer of same; if a joint venture, is a party of same; or if a limited partnership, is a general partner of same.

PROPOSAL TIME LIMIT : Time is of the essence in the performance of this Agreement. This Proposal shall be in effect for a period of 60 days from its date. If the Agreement for services extends beyond one year from the date of acceptance of this Proposal, the Proposal is subject to renegotiation and inflationary increases in costs.

CONSTRUCTION COSTS : Construction costs are defined as the total actual cost or estimated cost to the Client of all elements of the project designed or specified by *JWSE*, excluding *JWSE* fees. *JWSE* assumes no responsibility for any project or construction cost estimates or opinions given herein as *JWSE* has no control over the cost of labor, materials, equipment, and services furnished by others, or over competitive bidding and market conditions.

EARTH AND QUANTITY TAKE-OFF : If provided for in the scope, *JWSE* will establish preliminary earth take-off estimates after basic design and preliminary grading have been established. Such take-off estimates are only approximations and there is no guarantee of accuracy or that cut and fill will balance. Upon approval of final design, *JWSE* will provide, if included in scope, any detailed quantity take-off at Client's expense.

MEETINGS AND CONFERENCES : *JWSE* will attend all meetings and conferences as requested by the Client. Furthermore, *JWSE* will meet with public agencies that might be involved in the development of the project on an as needed basis. Since the need and nature of these meetings and conferences cannot be accurately forecast at the outset, *JWSE*, unless stipulated otherwise in the Proposal, will perform these services on a Time and Expense basis.

RUSSELL T. HAMMOND
Surveying, LLC

10310 Hotel Road Bishopville, Maryland 21813

Office: 410-352-5674 Cell: 410-726-8076

Email: russell@rthsurvey.com

4th February 2020

John W. Salm, III
President
J.W. Salm Engineering, Inc
9842 Main St #3,
Berlin, MD 21811

RE: Gum Point Road
Route Survey

Dear Mr. Salm,

Thank for allowing me the opportunity to provide a proposal for land surveying services at the above referenced project. This estimate is based on our conversation February 4th, 2020.

Scope of Services:

- Prepare Route Survey of Gum Point Road from the property formerly known as Albatross easterly to the end of Gum Point Road. Route Survey to consist of location of centerline and edge of pavement, driveways, street signage, mailboxes, and existing visible utilities, water and sewer service, gas, telephone, cable, electric.

We will prepare a survey drawing showing all the information detailed in Paragraph 1 above.

Field time: 16.0 hours
Office time: 30.0 hours

Proposal: \$5,450.00

The above proposal **does not** include cost of copies and/or application fees by governmental agencies. Any services outside of the above scope of services will be billed at a time and materials basis as indicated by Hourly Rate Schedule below.

RUSSELL T. HAMMOND *Surveying, LLC*

10310 Hotel Road Bishopville, Maryland 21813

Office: 410-352-5674 Cell: 410-726-8076

Email: russell@rthsurvey.com

General Contract Conditions

- A. **All invoices are due and payable upon receipt.** Client agrees to pay monthly late fee of one and one-half percent (1 ½%) per month on any unpaid balance for every 30 days past the invoice date. Russell T. Hammond Surveying, L.L.C. (RTHS) may hire an attorney or agency to collect any monies past due and Client agrees to pay all costs related to such collection. Should the above scope exceed one year, from the date of this contract, any remaining fees may increase up to five percent.
- B. **Additional Costs:** Additional costs are any non-consultant generated charges or fees **not** included within scope of services of this agreement and Client shall pay such fees or costs, including but not limited to, checking, processing, application, engineering, testing, aerial mapping, zoning, planning, inspection, permits, bonds, title company charges and copies.
- C. **Suspension or Termination of Agreement:** If Client (1) fails to pay RTHS within (30) days after in invoice is submitted to Client under this agreement; (2) fails to respond within in (30) days to a written request by RTHS for information or authorization; or (3) has boundary knowledge or information (including a dispute) required by RTHS to complete its work or to effectively prepare the fee for this contract, and Client fails to disclose such information prior to signing this contract, Client agrees RTHS shall have the right, upon written notice, to either suspend or terminate RTHS's duties and responsibilities under this agreement, and RTHS shall be paid for all work prior to discovery. **Client may terminate this contract, in writing, without cause.** If either Client or RTHS terminates this agreement prior to the completion of all services, Client agrees to pay all fees and charges to the date of early termination, including any work required, by law, to be completed by RTHS.
- D. **Additional Services:** Client agrees to pay for all services and related costs, even though not specified as a part of this agreement, at RTHS hourly rates, when Client authorizes the additional services and costs in writing. In the event any of RTHS's fieldwork is destroyed by an act of nature or parties other than RTHS, the cost of reestablishing said work shall be paid by the Client as additional work. Client will bear the cost of copies or product reproduction or alteration (not included in the original scope or fee) which Client requests.

RUSSELL T. HAMMOND
Surveying, LLC

10310 Hotel Road Bishopville, Maryland 21813

Office: 410-352-5674 Cell: 410-726-8076

Email: russell@rthsurvey.com

- E. **Access and Authority:** Client warrants he/she/they is/are authorized to enter into this agreement on behalf of all of the owners of the project property and authorizes RTHS to enter upon said property. Client shall indemnify and hold RTHS harmless from any liability to any owner(s) for damages or cleanup that may be incidental to the services rendered hereunder, including, but not limited to: the cutting of vegetation, tying flags to fences or trees; painting, staking or marking survey points; digging; creation of tire ruts by the use of vehicles for survey research and observation; any unintentional fires; and, all other incidental matters. **Client understands RTHS does not remove stakes, nails or flagging used during survey from site when survey is complete.**
- F. **Ownership of Documents:** Client acknowledges that all original papers of RTHS shall remain the property of RTHS. **Only the final (including revisions), signed and sealed paper documents, as provided or filed by RTHS, may be relied upon by the Client as RTHS's service deliverable.** Client agrees not to alter or reproduce any paper or electronic deliverable. RTHS may, at its discretion, provide electronic copies of data used to prepare documents under this agreement. All such data is only available in RTHS's format, and Client, by using such data shall release RTHS of all liability for such usage.
- G. **Liability Limits:** Clients agrees that RTHS's total liability for RTHS's errors or omissions or professional negligence to Client and/or owner(s) of the subject property, and to Client's agents, employees, contractors, successors, and assigns, shall be limited to a sum not to exceed \$15,000, or the amount of RTHS applicable fee, including but not limited to all attorney's fees, costs of suit, expert witness fees, general and special damages, and expenses of any nature. Client shall indemnify and hold RTHS harmless from all costs, damages, attorney's fees, costs of defense and expenses of any nature arising from claims made by anyone against RTHS for or related to RTHS alleged professional negligence arising from the services rendered hereunder, if the alleged liability of RTHS exceeds the liability limit herein. RTHS **does not** provide any express or implied warranty or guarantee on any service or opinion under this agreement.
- H. **Attorney's fees:** If any action at law or equity, including but not limited to arbitration or an action for declaratory relief, is brought to enforce or to interpret the provisions of this agreement, the prevailing party shall be entitled to receive reasonable attorney's fees as determined by the court or arbitrator, subject to paragraph G.

RUSSELL T. HAMMOND *Surveying, LLC*

10310 Hotel Road Bishopville, Maryland 21813

Office: 410-352-5674 Cell: 410-726-8076

Email: russell@rthsurvey.com

- I. **Advisory by RTHS and performance by others:** RTHS shall **only** provide surveying services or express survey related opinions to Client. RTHS takes no responsibility or liability for the negotiation, processing or coordination with any government regulatory agency. Client shall research all applicable laws and ordinances and be responsible to represent him or herself at all meetings. RTHS gives no assurance, and assumes no liability, for any government approval of any application, project, or similar matter, or the terms and conditions of approval. Client acknowledges RTHS is not responsible for the performance or work quality of any sub-consultants required or reasonably necessary to perform this agreement, such as Aerial Mapping, or other services not performed by RTHS.
- J. **RTHS's Conditions to Expressing Boundary or Easement Opinions:** RTHS only expresses an opinion as to where RTHS reasonably interprets a boundary is located by applying and referencing acquired record title documents, recovered boundary evidence and performed measurements. RTHS's opinion **may** differ from other surveyors, and if contested, **may** be modified or rejected by a court. Therefore, Client is hereby specifically instructed not to damage or move any fence or possession line; obstruct any travel way; perform any construction along a line requiring a specific setback from the line, or any similar matter without discussing such boundary or easement matter in detail with adjoining land owners and/or Client's attorney. Client shall then take any such action at Client's sole risk, and shall hold RTHS harmless for Client's action. **Unless specifically agreed to in writing** RTHS does not locate and map improvements on the property, or on or along boundary lines, or mark the boundary lines, setbacks or easements (visible or record); **any topographic mapping is limited to the contracted and agreed limits.** If features or easements on the property are contracted herein to be located, it shall be done only to the accuracy ascertainable from written document, or as the visible physical features currently exist on the ground. **Overhead and underground utilities are not located or mapped, unless specifically contracted and marked by others; RTHS accepts no liability for any such underground utility markings (only paint or flag is located and mapped).** RTHS only agrees to monument the corners or set line stakes in the positions specifically mentioned in the scope of this agreement (if mentioned), and maintains sole discretion as to the placement of any markers along a boundary or easement lines.

RUSSELL T. HAMMOND
Surveying, LLC

10310 Hotel Road Bishopville, Maryland 21813

Office: 410-352-5674 Cell: 410-726-8076

Email: russell@rthsurvey.com

K. **Proposal Time Limit:** This proposal shall be in effect for a period of sixty (60) days from its date. If the contract for services extends beyond one year from the date of acceptance of this proposal, the proposal is subject to renegotiation to reflect any increases in costs.

L. **Hourly Rate Schedule:**

Survey Field Crew (one-man)	\$125.00
Survey Field Crew (two-man)	\$150.00
CADD Technician	\$115.00
Research	\$75.00
Professional Land Surveyor	\$150.00

Submitted for Approval:



Russell T. Hammond, Owner 02/4/2020
Date

I hereby acknowledge receipt and approval of this proposal and the scope of services above:

Authorization to proceed:

Signature

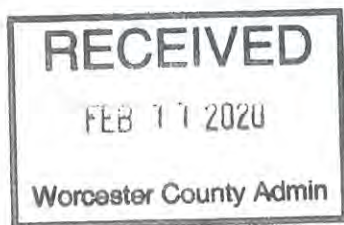
Date

Printed Name

Date

Invoice to be sent to:

Ocean Pines Service Area			
Gum Point Road Sewer Project			
Financial Feasibility- February 2020			
Financial Feasibility- Option 1			
Description: Run Sewer Line from Vanderhackett Property to Hershey Property			
Total Construction/Engineering Costs		\$	252,000
Hershey's Portion of Construction Costs		\$	(50,000)
Construction Costs to be allocated		\$	202,000
Total EDUs			34
Construction Costs per EDU		\$	5,941
Proposed FY21 Sewer Equity Contribution per EDU		\$	11,785
Proposed FY21 Sewer FCI per EDU		\$	600
Sewer Service Connection		\$	1,738
Fees Due to County- EDU App & Plumbing Permit		\$	20,064
Est E1 Grinder Pump <i>purchased by customer</i>		\$	5,000
Total Cost per EDU		\$	25,064
Financial Feasibility- Option 2			
Description: Run Sewer Line all of Gum Point Road			
Total Construction/Engineering Costs		\$	318,000
Hershey's Portion of Construction Costs		\$	(50,000)
Construction Costs to be allocated		\$	268,000
Total EDUs			107
Construction Costs per EDU		\$	2,505
Proposed FY21 Sewer Equity Contribution per EDU		\$	11,785
Proposed FY21 Sewer FCI per EDU		\$	600
Sewer Service Connection		\$	1,738
Fees Due to County- EDU App & Plumbing Permit		\$	16,628
Est E1 Grinder Pump <i>purchased by customer</i>		\$	5,000
Total Cost per EDU		\$	21,628



DEPARTMENT OF
INFORMATION TECHNOLOGY

Worcester County

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

15

To: Harold Higgins, Chief Administrative Officer

From: Brian Jones, IT Director

Re: CTC Proposal-Broadband Testing

Date: February 10, 2020

At the last Commissioners meeting, I was asked to obtain a quote from CTC for broadband testing in Worcester County. I have attached a copy of CTC's proposal explaining in detail their goals and scope of work to be conducted including service testing and developing a strategy to move forward with broadband.

Their Scope of Work has been broken down into seven major tasks.

1. Facilitate discussions with USDA and FCC officials
2. Conduct signal strength testing in the County to document Bloosurf's coverage
3. Design and host an online speed test and survey
4. Conduct premises-based speed testing of Bloosurf's service
5. Conduct in-field speed testing in the County
6. Prepare final report
7. Prepare RFP to identify potential partner (optional) I feel this is a huge part of this project

Tasks 1-6, totals a cost of **\$50,000**. The optional, but recommended Task 7 for preparing the RFP to identify a partner is **\$7,500** for a **Total Cost of \$57,500**.

There are funds available in the Assigned Fund Balance to cover the costs of this project.

It could take several months to complete all tasks listed. The speed tests are typically performed during the summer months when the leaves are on the trees. The tests should be completed by late summer.

I recommend approval of the CTC proposal for tasks 1 through 7. In addition and concurrently, I recommend that we also continue to support Choptank Electric in their endeavors to expand rural broadband services to Worcester County. The information obtained by CTC will be invaluable to the County and any potential broadband provider, including Choptank, in Worcester County.

ctc technology & energy

engineering & business consulting

DRAFT February 10, 2020

Mr. Brian Jones
Department of Information Technology
Worcester County
One West Market Street, Room 1003
Snow Hill, MD 21863

Subject: Proposal to conduct broadband service testing and develop grant strategy

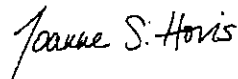
Dear Brian:

As we discussed, CTC Technology & Energy (CTC) is pleased to provide this proposal to conduct highly detailed broadband service testing in the County, and to develop a grant strategy that aligns with federal and state funding rules as they relate to the service we identify.

CTC works primarily for public entities and has no financial relationships with equipment manufacturers, construction companies, or systems integrators. We will be your independent, objective adviser—and will be guided by your goals, priorities, and risk tolerance.

Please do not hesitate to contact me if you would like to talk further. We look forward to the opportunity to continue working with you and your colleagues on this important initiative.

Best regards,



Joanne S. Hovis | President

Columbia Telecommunications Corporation

10613 Concord Street • Kensington, MD 20895 • Tel: 301-933-1488 • Fax: 301-933-3340 • www.ctcnet.us

1b

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1. Project Understanding

As our recent report concluded, Worcester County has significant areas that currently are unserved by wireline broadband. However, as far as the federal government is concerned, the County also is considered to be entirely covered by fixed wireless service and thus ineligible for federal grants for wireline service; that coverage status is based on federal grants previously awarded to the wireless ISP Bloosurf—Broadband Initiatives Program (BIP) and Connect America Fund (CAF II)—for services areas that together cover the County.

Bloosurf's earlier grant applications indicate that the company intended to deliver broadband service using equipment mounted on government towers, as well as access to government fiber. The company's right to use those government assets has since been withdrawn, which calls in to question Bloosurf's ability to deliver as promised. Further, anecdotal evidence received by the County from residents indicate that potential customers are receiving less than the promised service, service that falls short of current federal benchmark speeds (i.e., 25/3), or no service at all.

In order to ensure that unserved residents and businesses in the County have access to federal grant opportunities that target this problem, it is necessary to document Bloosurf's actual performance and potentially develop a clear path to challenge the "protected status" of Bloosurf's funded service area (i.e., to make the unserved portions of the County eligible for new federal broadband funding).

2. Scope of Work

Our scope of work will seek the required supporting evidence and a potential roadmap for challenging the protected status of Bloosurf's funded service area. Specifically, we will clarify requirements and procedures with federal grant managers in regard to challenging Bloosurf's previously awarded service areas; develop a sound test methodology and robust metrics of broadband performance; conduct testing to identify broad areas of coverage that could be challenged or would remain protected; and guide the County in potentially taking practical steps toward challenging the protected status of areas found in violation of the terms of performance of Bloosurf's original grant awards.

Task 1: Facilitate discussions with USDA and FCC officials

CTC's president, Joanne Hovis, and funding strategies team lead, Heather Mills, will engage with Kenneth Kuchno, the USDA's Deputy Assistant Administrator for Policy and Outreach, to identify critical details about Bloosurf's protected status, including:

- The date that BIP protection for Bloosurf runs out
- The underlying speeds promised under the BIP award to Bloosurf
- Any additional information about criteria and evidence by which protected status can be challenged

Joanne and Heather will also engage with Mr. Kuchno and with representatives of the FCC to develop a clear understanding of the USDA and FCC's processes for challenging protected status—and to determine whether a challenge can be mounted as a standalone endeavor, or whether it must be part of a formal grant application. Among the key questions we will seek to get answered are:

- Will Bloosurf get a chance to refute and demonstrate coverage to defend its protected status?
- If so, will there be a process for the County to challenge those claims?

Task 2: Conduct signal strength testing in the County to document Bloosurf's coverage

In this task, a CTC engineer will conduct signal strength testing to identify areas with poor signal strength in the licensed frequencies that Bloosurf is known to use in Worcester—which, if too low or nonexistent, could indicate an inability by the company to deliver service at the speed promised.

While Bloosurf's BIP-protected areas are the most relevant, we will conduct these tests at locations across the County to get a baseline that can be referenced in the future—including in CAF II-awarded areas that currently are being built out.

The test locations will be selected based on the County's map of wireline-unserved areas, BIP and CAF II reported areas, anecdotal reports on spotty service the County has received, and any known information about Bloosurf's tower locations.

To conduct the testing, a CTC engineer will identify 40 representative test points across the County, will map out the most effective routing to drive among the test points, and will take 360-degree measurements over two days at each location using a spectrum analyzer connected to a pole-mounted antenna. CTC will provide all necessary hardware for the testing, and will record all test results for later analysis and mapping.

Task 3: Design and host an online speed test and survey

In this task, we will seek to collect standardized speed test results from County residents (with a particular focus on identifying areas where wireless service is problematic), as well as identify residents who would be willing to let CTC and the County conduct a speed test in their homes as part of Task 4 (premises-based testing).

CTC will prepare draft questions to be included on the speed test web page; the County will have an opportunity to approve the final text and the layout of the web page before the test goes live.

CTC will then:

1. Develop an online speed test website (subject to our standard terms of use for our proprietary online tool)
2. Host the broadband speed test (which we assume the County will publicize the link on its website and in other ways it communicates with citizens)
3. Collect data submitted by County residents, with a focus on:
 - a. Areas where Bloosurf service is not available or not delivering at the speeds promised
 - b. Addresses of residents who will allow us to test from their homes
4. Provide regular data reports to the County

All data collected will be the property of the County. CTC will maintain a cloud-based MySQL database to store the results of County residents' tests. The pricing proposed below is based on use of a shared database; if the County requests a dedicated database, extra fees will apply.

CTC will host the speed test using Amazon Web Services (AWS) for a period of five months. During that period of time, CTC will furnish the raw results to the County in a weekly report delivered in an Excel table format. At the conclusion of the hosting period, CTC will deliver to the County a final set of all speed test data collected.

Task 4: Conduct premises-based speed testing of Bloosurf's service

As a complement to the Task 3 field testing, we will select up to 10 locations for on-premises testing. We anticipate testing at the homes of people who volunteer through the speed test website (Task 2) and potentially at the homes of residents identified by the County as being willing to host such testing. Unlike the field test, which will measure Bloosurf's theoretically feasible speeds, this premises-based testing will measure Bloosurf's actual speed.

We will develop a standardized approach and metrics to ensure the tests measure the speeds delivered to Bloosurf's on-premises endpoint equipment and are not affected by internal home routing equipment and other potential bottlenecks unrelated to Bloosurf.

CTC will provide a 25/3 map, and a map targeting the BIP grant speeds promised by Bloosurf. The metrics and methodology can later be used as a proposed standardized framework for subsequent Worcester County broadband grant applications.

Task 5: Conduct in-field speed testing in the County

In this task, a CTC engineer will conduct in-field speed testing utilizing Bloosurf endpoint equipment. This methodology could potentially be used to perform speed tests at any location in the network. However, there is a possibility that such devices are tuned to particular antennas or sectors, in which case test results for some locations will not be successful and instead would be limited to a single antenna or sector.

To procure the endpoint devices needed for this testing, we propose the County sign up for Bloosurf service at one employee's home or County building locations. Once the Bloosurf end user equipment has been installed and baseline capacity testing has been completed at this premises, CTC will then use that Bloosurf-provided equipment to conduct testing at 25 locations. As with the signal strength testing, the engineer will connect the Bloosurf equipment to a pole-mounted antenna for the testing.

Task 6: Prepare final report

Our final deliverable will be a written report that documents our methodology, analysis, test results, discussions with USDA and FCC officials, and other relevant insights and data we develop throughout this engagement. We will also establish the background issues, the served and unserved areas previously mapped, and the impact of protected status for Bloosurf's service

area. The goal of documenting these tasks and findings is to provide the County with the tools it would need to challenge Bloosurf's protected status (and regain eligibility for federal broadband funding); we will also lay out a roadmap for how to potentially mount that challenge.

Our final report will include:

- Any rules and procedures adopted by federal grant administrators for performance testing, coverage, and challenge of protected status
- Recommendations for steps for the County or the state of Maryland working with the County to lodge challenges with federal funding programs as needed to ensure the County's eligibility
- Maps illustrating test results
- Policy recommendations for County, state, and federal grant programs

We will deliver our report in electronic format.

Task 7: Prepare RFP or RFQ to identify potential partner (optional)

If the County, based on the test results and analysis developed in the previous tasks, determines that it has a viable opportunity to challenge its ineligibility for federal broadband funding programs, we will help the County develop a request for proposals (RFP) or request for qualifications (RFQ) to identify a potential partner with which to move forward.

Our goal in preparing the RFP or RFQ will be to enable the County to select a partner that would align with the County around its broadband goals—and would be a strong applicant for state and federal broadband funding.

Drawing on the range of data and insights developed in the tasks above, as well as the analysis and recommendations developed in our earlier report, we will write a narrative describing the County's broadband circumstances and desired partner attributes and qualifications, and will develop a suitable range of criteria for evaluating prospective partners. We will incorporate feedback from the County's designated reviewers and will prepare final text; we assume the County will incorporate our text into a standard County procurement format and will issue and manage the RFP or RFQ.

3. Cost

CTC proposes to perform the tasks identified in the scope of work above for the following not-to-exceed costs:

Tasks 1 – 6: \$50,000

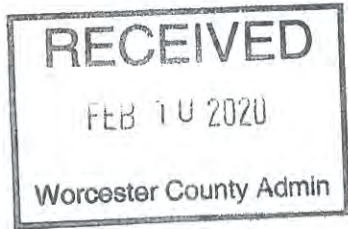
Task 7: \$7,500

We will invoice \$20,000 upon completion of Tasks 1 and 2. We will invoice \$30,000 upon completion of Tasks 3, 4, 5, and 6. Task 7 will be invoiced separately.

We will bill our work at the following hourly rates:

Labor Category	Rate
Chief Technology Officer/ Director of Business Consulting	\$225
Principal Analyst/Engineer	\$200
Senior Analyst/Engineer	\$175
Staff Analyst/Engineer	\$155
Aide	\$80

CTC's billing rates are inclusive of all expenses, including travel.



DEPARTMENT OF
DEVELOPMENT REVIEW AND PERMITTING

Worcester County

GOVERNMENT CENTER

ONE WEST MARKET STREET, ROOM 1201

SNOW HILL, MARYLAND 21863

TEL: 410-632-1200 / FAX: 410-632-3008

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

ZONING DIVISION
BUILDING DIVISION
DATA RESEARCH DIVISION

ADMINISTRATIVE DIVISION
CUSTOMER SERVICE DIVISION
TECHNICAL SERVICE DIVISION

16

MEMORANDUM

TO: Harold L. Higgins, Chief Administrative Officer
FROM: Edward A. Tudor, Director *EAT*
DATE: February 10, 2020
RE: County Property - Tax Map 15, Parcel 267

Pursuant to your request, I have reviewed the attached correspondence from Thomas J. Ayd requesting that the County Commissioners declare the above referenced property in Showell to be surplus and put the land up for bid. Mr. Ayd owns the adjacent property immediately to the north of the subject property.

The County purchased the subject property in 2005 when it was offered to the County by the State Highway Administration (SHA). The property was considered surplus by the State upon the completion of the dualization of the adjoining section of US Route 113. At the time, the former Department of Comprehensive Planning was involved in this process. To the best of my recollection, the property was paid for with fee-in-lieu funds from the Forest Conservation Program. It was our intent at the time to plant additional trees on the site, again using Forest Conservation Funds. In 2007 we entertained proposals for tree planting on the property. When investigating the potential plantings we determined that because the area had been used to stage equipment, material and old asphalt during the highway construction, the area was so heavily compacted that the site would not support trying to plant trees without some subsoil work to loosen the ground and the importation of topsoil. At the time we tried to find a local farmer that could perhaps perform the work. As best I can recall, we ultimately elected to basically let nature take its course and rely on natural regeneration of the area, as originally suggested by the former District Conservationist, Bruce E. Nichols.

I believe several issues would complicate disposal of the property at this time. First and foremost are the conditions contained in the deed from SHA (copy attached). Beginning at the bottom of the third page of the deed, it specifically states that the property is transferred to the County so long as it is used for a public purpose. It goes on to say that should the property cease to be used for such public purpose or should it be needed by the State for a future transportation purpose, all right, title and interest in the property shall immediately revert to the State. These conditions are

very clear, in my opinion. Even if we were somehow able to have these conditions removed by the State, I believe there is another factor to consider. As I said above, it is my recollection that the funds for the purchase came from the fee-in-lieu funds of the Forest Conservation Program. I believe that any funds from the sale of the property now would have to be used to reimburse that fee-in-lieu fund.

In my opinion, I believe the best course of action is to continue the County's ownership of the property and to take steps to ensure greater tree cover through natural regeneration or selective plantings.

As always, I will be available to discuss the matter with you and the County Commissioners at your convenience.

Attachments

cc: Kelly Shannahan
Roscoe Leslie
John Tustin
Tom Perlozzo
Robert Mitchell
Billy Birch

Thomas J. Ayd
11564 Worcester Hwy
Showell, MD 21862

February 6, 2020

Worcester County Commissioners
c/o President Joseph M. Mitrecic
Room 1103 Government Center
One West Market Street
Snow Hill, MD 21863-1195

RE: Disposition of County Owned Land
Tax Map 15 Parcel 267 in Showell

Dear Commissioners,

I reside at 11564 Worcester Hwy in Showell which is a property that I have owned since 2001. My property is contiguous to a 1.49 acre parcel owned by the County. In the attachments to this letter I have included a couple of pictures so that the subject may be quickly identified.

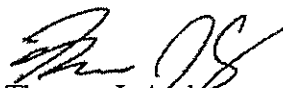
This parcel was the residual land from Showell's southern on/off ramp for Route 113 South from the Dualization Project. It was purchased from Maryland SHA in 2005 for \$12,400 according to the tax records and has been unused since it was purchased. The development of this property in accordance with its C2 Zoning would encounter challenges due primarily to the proximity to this aforementioned on/off ramp and its size. However, incorporation of this land with similarly zoned contiguous lands will certainly open up the opportunity for expanded uses and/or development from which to yield a higher tax base from the property.

I am interested in purchasing this land from the County and I understand that the Commissioners would be required to declare the land as surplus and put the land up for bid.

This letter shall serve as my request to the Commissioner to declare this parcel as surplus.

Please feel free to reach me by phone for any reason at 410-603-2648.

Sincerely,


Thomas J. Ayd

Search Result for WORCESTER COUNTY

View Map		View GroundRent Redemption		View GroundRent Registration	
Special Tax Recapture: None					
Account Identifier:		District - 03 Account Number - 148599			
Owner Information					
Owner Name:		COUNTY COMMISSIONERS OF WORCESTER COUNTY MARYLAND		Use:	EXEMPT
Mailing Address:		1 W MARKET ST RM 1103 SNOW HILL MD 21863-1195		Principal Residence:	NO
				Deed Reference:	/04345/ 00591
Location & Structure Information					
Premises Address:		RT 113 HWY BERLIN 21811-0000		Legal Description:	1.49 ACS NEAR R-113 EXTRA LAND SHA PL 55224
Map:	Grid:	Parcel:	Neighborhood:	Subdivision:	Section:
0015	0010	0267	3010004.24	0000	
				Block:	Lot:
				Assessment Year:	Plat No:
				2019	Plat Ref:
Town: None					
Primary Structure Built		Above Grade Living Area		Finished Basement Area	
				Property Land Area	
				1.4900 AC	
				County Use	
				000000	
Stories	Basement	Type	Exterior	Quality	Full/Half Bath
			/		
Garage					
Last Notice of Major Improvements					
Value Information					
		Base Value		Value	
				As of	
				01/01/2019	
				Phase-in Assessments	
				As of	
				07/01/2019	
				As of	
				07/01/2020	
Land:		0		0	
Improvements		0		0	
Total:		0		0	0
Preferential Land:		0			0
Transfer Information					
Seller: STATE OF MARYLAND STATE		Date: 01/27/2005		Price: \$12,400	
Type: NON-ARMS LENGTH OTHER		Deed1: SVH /04345/ 00591		Deed2:	
Seller:		Date:		Price:	
Type:		Deed1:		Deed2:	
Seller:		Date:		Price:	
Type:		Deed1:		Deed2:	
Exemption Information					
Partial Exempt Assessments:	Class	07/01/2019		07/01/2020	
County:	500	0.00		0.00	
State:	500	0.00		0.00	
Municipal:	500	0.00 0.00		0.00 0.00	
Special Tax Recapture: None					
Homestead Application Information					
Homestead Application Status: No Application					
Homeowners' Tax Credit Application Information					
Homeowners' Tax Credit Application Status: No Application				Date:	

1. This screen allows you to search the Real Property database and display property records.
2. Click [here](#) for a glossary of terms.
3. Deleted accounts can only be selected by Property Account Identifier.





FILE COPY

DEPARTMENT OF
DEVELOPMENT REVIEW AND PERMITTING

Worcester County

GOVERNMENT CENTER

ONE WEST MARKET STREET, ROOM 1201

SNOW HILL, MARYLAND 21863

TEL: 410-632-1200 / FAX: 410-632-3008

M E M O R A N D U M

BOARD OF APPEALS
PLANNING COMMISSION
AGRICULTURAL PRESERVATION

ELECTRICAL BOARD
SHORELINE COMMISSION
LICENSE COMMISSIONERS

TO: Sandy Coyman, Director of Comprehensive Planning
FROM: Edward A. Tudor, Director
DATE: February 4, 2005
RE: Excess State Highway Property - Showell, Maryland

~~~~~

Attached herewith you will find a copy of the Standard Deed from the Maryland State Highway Administration to the County Commissioners of Worcester County transferring full title and interest of the excess State Highway property located at the intersection of the old Route 113 and the new Route 113 in Showell, Maryland. This is the same parcel we have been discussing for months with respect to the tree planting project.

As you can see from the deed, the property has finally been transferred and I think we can probably now begin to develop a tree planting project for this parcel with Forest Conservation Funds.

If you have any questions, require additional information or if we can be of any further help, please do not hesitate to contact me.

EAT:dls

(A)

SHA 63.00-26D 3/1/90  
 Mailing Address:  
 Records and Research Section  
 707 North Calvert Street  
 Baltimore, Maryland 21202

**STANDARD DEED**

FROM THE STATE HIGHWAY  
 ADMINISTRATION OF THE DEPARTMENT  
 OF TRANSPORTATION AND THE BOARD  
 OF PUBLIC WORKS OF MARYLAND

Right of Way Item No.: 89834

**THIS DEED**, made this 27th day of JANUARY in the year 2005 from the STATE HIGHWAY ADMINISTRATION OF THE DEPARTMENT OF TRANSPORTATION, acting for and on behalf of the STATE OF MARYLAND, party of the first part; and the BOARD OF PUBLIC WORKS OF MARYLAND, party of the second part, hereinafter sometimes collectively called the "GRANTORS" unto **COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND**, hereinafter sometimes called the "GRANTEE."

WHEREAS, the State Highway Administration of the Department of Transportation, acting for and on behalf of the State of Maryland, has heretofore acquired certain property and rights, situate, lying and being in Worcester County, State of Maryland; and

WHEREAS, the State Highway Administration has constructed, or is about to construct a certain State Highway and/or Bridge known and designated as US 113 Dualization - MD 589 to Jarvis Road; and

WHEREAS, the State Highway Administration has prepared, or caused to be prepared a Right of Way Plat designated as State Highway Administration Plat numbered **55224 (Rev. 11/23/99)**, which Plat has been duly filed for record with the Maryland State Archives; and

WHEREAS, the said Plat shows the land, easements, rights and controls of access which have been determined by the State Highway Administration as necessary to be retained by the State for the construction, operation, maintenance, use and protection of the highway and/or bridge constructed, or to be constructed, as aforesaid; and

WHEREAS, the State Highway Administration has agreed, for good and valuable consideration to convey unto the GRANTEE herein certain land, hereinafter described, which the State Highway Administration has determined is no longer needed by it in connection with the construction, operation, maintenance, use and protection of the State Highway System; and

WHEREAS, under the provisions of Section 8-309 of the Transportation Article of the Annotated Code of Maryland, it is necessary for the Board of Public Works of Maryland to join in the conveyance of any land by the State Highway Administration of the Department of Transportation.

NOW, THEREFORE, THIS DEED WITNESSETH: That for and in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the said parties of the first and second parts do hereby grant, convey and quit claim unto **COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND**, its successors and assigns, for so long as the property herein conveyed is used for a public purpose, all right, title and interest of the State Highway Administration and the State of Maryland, in and to all of that piece or parcel of land situate, lying and being in Worcester County, State of

Ed Hammond, Jr

STEPHEN V. HALE  
 CLERK OF CIRCUIT COURT  
 WORCESTER COUNTY, MARYLAND

2005 JAN 27 AM 11:43

FILED



3/1/90

SHA 63.00-26D

(B)

Maryland, containing 65,117 square feet or 1.495 acres of land, more or less, identified as "Extra Land" and shown border shaded on State Highway Administration Plat numbered **55224 (Rev. 11/23/99)**, a reduced copy of which is attached hereto and incorporated herein as Exhibit No. 1.

BEING a part of the same property conveyed by a deed dated January 26, 2001 and recorded among the Land Records of Worcester County, Maryland, in Liber No. 2972, folio 265, from Raymond C. Nichols, Successor Trustee of the Calvin D. Gumm, Jr. Real Estate Trust, unto the State of Maryland to the use of the State Highway Administration of the Department of Transportation.

RESERVING, HOWEVER, UNTO THE STATE OF MARYLAND TO THE USE OF THE STATE HIGHWAY ADMINISTRATION, its successors and assigns forever, all of the following described land, easements, rights, privileges and controls:

EXCEPT FOR THE HEREIN CONVEYED PROPERTY, ALL THE LAND AND PREMISES, including the land lying within the bed of US 113, together with the appurtenances thereto belonging or in anywise appertaining, shown and/or indicated on State Highway Administration Plat numbered **55224 (Rev. 11/23/99)**, all of which Plat is made a part hereof and which has been duly filed for record among the Maryland State Archives.

ANY AND ALL RIGHT WHATSOEVER of the GRANTEE, its successors and assigns, of any means whatsoever of ingress or egress across the lines which are designated "RIGHT OF WAY LINE OF THROUGH HIGHWAY," to the end that there never will be any vehicular, pedestrian and/or animal access to or from said highway and the remaining property across those lines which are so marked on the above mentioned Plat, except by means of such public road connections as are authorized by law.

SUBJECT TO and excepting from the operation and effect of this deed any and all rights and reservations that may have been granted or reserved by former owners of this property or their predecessors in title and/or covenants or restrictions which may have been established with respect to said land by such former owners or their predecessors in title.

SUBJECT TO and excepting from the operation and effect of this deed any and all existing rights now held or used by any public utility or public utilities across or adjacent to the land herein conveyed.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the land and premises, hereinbefore described and mentioned, to the extent of the State's right, title and interest thereto, unto **COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND**, its successors and assigns, so long as the said property shall be used for a public purpose. Notwithstanding anything to the contrary contained herein, in the event said property or any portion thereof shall cease to be used for a public purpose, or is



LIBER 4 3 4 5 FOLIO 5 9 3

3/1/90

SHA 63.00-26D

(C)

required at a future date for a transportation purpose, all right, title and interest in said property or the portion thereof shall immediately revert to the State of Maryland to the use of the State Highway Administration of the Department of Transportation, its successors and assigns, free and clear of any liens and encumbrances imposed upon the property by the GRANTEE, its successors and assigns, and GRANTEE shall immediately execute and deliver to the State of Maryland to the use of the State Highway Administration, its successors and assigns, a deed reconveying said property or the portion thereof.

SUBJECT, HOWEVER, TO EACH AND EVERY RESERVATION, RESTRICTION, CONDITION, COVENANT AND CONTROL SET FORTH IN THIS INSTRUMENT OF WRITING.

AND THE GRANTEE HEREIN, by the acceptance of this deed and its signature below, does hereby covenant and agree, on behalf of itself, its successors and assigns, to abide by and respect each and every reservation, restriction, condition, covenant and control set forth in this instrument of writing, including the reverter provision set forth above, it being the intention hereof to perpetuate all of the rights and privileges retained by the State of Maryland, to the use of the State Highway Administration of the Department of Transportation, by this deed. It is expressly understood and agreed that these covenants shall run with and bind the property hereby conveyed and shall be binding upon the GRANTEE, its successors and assigns, forever.

The actual consideration paid by the GRANTEE unto GRANTORS is Twelve Thousand Four Hundred and 00/100 Dollars (\$12,400.00).

IN TESTIMONY WHEREOF, Witness the hands and seals of the parties hereto:

WITNESS:

COUNTY COMMISSIONERS OF WORCESTER  
COUNTY, MARYLAND

*Edward H. Hannon*

By: *John E. Bloxom* (Seal)  
John E. Bloxom, President

WITNESS:

STATE HIGHWAY ADMINISTRATION OF THE  
MARYLAND DEPARTMENT OF TRANSPORTATION

*Robin S. Heene*

By: *Neil J. Pedersen* (Seal)  
Neil J. Pedersen  
State Highway Administrator

TAXES FOR WHICH ASSESSMENTS  
HAVE BEEN RECEIVED HAVE BEEN  
PAID AS OF THIS DATE 11/6/05  
WORCESTER COUNTY FINANCE OFFICER  
BY *[Signature]*  
EXCEPT PERSONAL PROPERTY

|                           |                               |
|---------------------------|-------------------------------|
| TRANSFER TAX NOT REQUIRED |                               |
| FINANCE OFFICER           |                               |
| WORCESTER COUNTY MARYLAND |                               |
| By                        | <i>A. (Government Agency)</i> |
| Date                      | 11/6/05                       |

LIBER 4 3 4 5 FOLIO 5 9 4

3/1/90

SHA 63.00-26D

(D)

Approved as to Form and Legal Sufficiency

Libby C. Chapman  
Assistant Attorney General

Robert L. Ehrlich, Jr. (Seal)  
Robert L. Ehrlich, Jr.  
Governor of Maryland

Concurred in by:

Christian C. Larson  
Christian C. Larson  
Director, Office of Real Estate

William Donald Schaefer (Seal)  
William Donald Schaefer  
Comptroller of Maryland

WITNESS:

Shirley McDonald  
Secretary

Nancy K. Kopp (Seal)  
Nancy K. Kopp  
Treasurer of Maryland

Constituting the BOARD OF  
PUBLIC WORKS OF MARYLAND

STATE OF MARYLAND - COUNTY/CITY OF Worcester To Wit:

I HEREBY CERTIFY that, before me, the subscriber, a NOTARY PUBLIC of the STATE OF MARYLAND, in and for the County/City aforesaid, personally appeared John E. Bloxom, who acknowledged himself to be the President of the County Commissioners of Worcester County, Maryland ("County") and that he, as such Officer, being authorized so to do executed the foregoing deed on behalf of the County.

AS WITNESS MY HAND AND NOTARIAL SEAL, this 27<sup>th</sup> day of January in the year 2005.

Jane J. Creekmore (Seal)  
Notary Public

My Commission Expires: 9/01/07



LIBER 4 3 4 5 FOLIO 5 9 5

3/1/90

SHA 63.00-26D

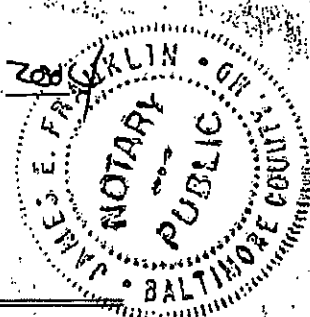
(E)

STATE OF MARYLAND - COUNTY/CITY OF BALTIMORE To Wit:

I HEREBY CERTIFY that, before me, the subscriber, a NOTARY PUBLIC of the STATE OF MARYLAND, in and for the County/City aforesaid, personally appeared Neil J. Pedersen, State Highway Administrator and acknowledged the foregoing deed to be the act of the State Highway Administration and, at the same time, made oath in due form of law that he is fully authorized to execute and acknowledge the same.

AS WITNESS MY HAND AND NOTARIAL SEAL, this 2ND day of September in the year 2004

James E. Franklin  
Notary Public



My Commission Expires:

01/01/07

STATE OF MARYLAND, COUNTY OF ANNE ARUNDEL, To Wit:

I HEREBY CERTIFY that, before me, the subscriber, a NOTARY PUBLIC of the STATE OF MARYLAND, in and for the County aforesaid, personally appeared

Robert L. Ehrlich, Jr. - Governor of Maryland  
William Donald Schaefer - Comptroller of Maryland  
Nancy K. Kopp - Treasurer of Maryland

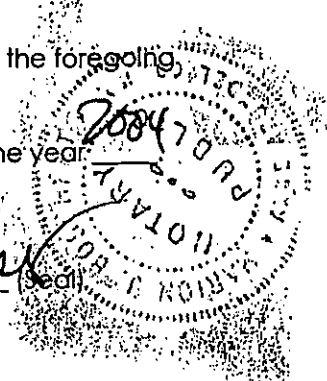
constituting the BOARD OF PUBLIC WORKS OF MARYLAND, and acknowledged the foregoing deed to be the act of the said Board of Public Works of Maryland

AS WITNESS MY HAND AND NOTARIAL SEAL, this 1ST day of Oct in the year 2004

Marion Boscher  
Notary Public  
Marion Boscher  
NOTARY PUBLIC  
Anne Arundel County, Maryland

My Commission Expires:

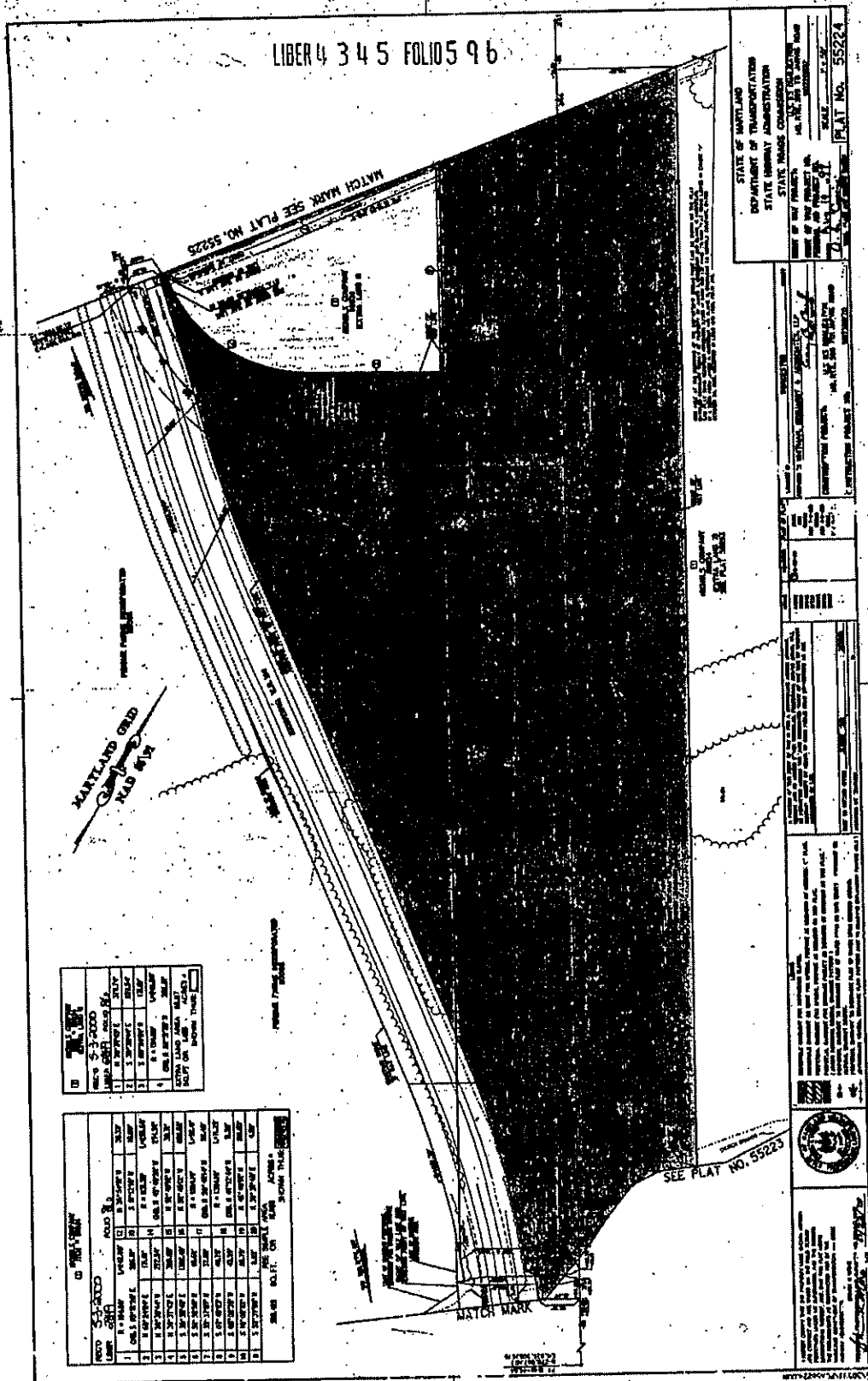
12/01/07



I hereby certify that this instrument was prepared under my supervision, an attorney admitted to practice by the Court of Appeals of Maryland.

Lubby C. Lippert  
Assistant Attorney General

LIBER 4 345 FOLIO 596



**Exhibit No. 1**

**JAN 27 2005**  
The foregoing instrument  
filed for record and is accordingly recorded  
among the land records of Worcester County,  
Maryland.

**Clerk**



State of Maryland Land Instrument Intake Sheet  
☐ Baltimore City ☒ County: Worcester

Information provided is for the use of the Clerk's Office, State Department of Assessments and Taxation, and County Finance Office Only.  
 (Type or Print in Black Ink Only—All Copies Must Be Legible)

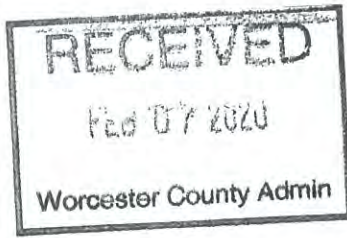
| 1                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Type(s) of Instruments                                                                | <input type="checkbox"/> Check Box if addendum Intake Form is Attached.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                     |                                                    |                                                    |                                                                     |                                                                        |                                                                     |                                                            |                                                                     |                                                                                       |                                                  |                             |                            |                              |                      |    |                 |            |                              |           |                                                 |    |        |    |                    |    |                                            |    |                               |    |                  |    |                         |    |                    |    |           |    |                                                                                                                                                                                            |  |  |  |                     |    |                                                                                                                                                   |  |        |  |  |  |                                                    |    |       |  |          |  |         |  |       |    |  |  |  |  |  |  |
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|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | <input checked="" type="checkbox"/> Deed                                              | <input type="checkbox"/> Mortgage                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | <input type="checkbox"/> Other                      |                                                    |                                                    |                                                                     |                                                                        |                                                                     |                                                            |                                                                     |                                                                                       |                                                  |                             |                            |                              |                      |    |                 |            |                              |           |                                                 |    |        |    |                    |    |                                            |    |                               |    |                  |    |                         |    |                    |    |           |    |                                                                                                                                                                                            |  |  |  |                     |    |                                                                                                                                                   |  |        |  |  |  |                                                    |    |       |  |          |  |         |  |       |    |  |  |  |  |  |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | <input type="checkbox"/> Deed or Trust                                                | <input type="checkbox"/> Lease                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | <input type="checkbox"/> Other                      |                                                    |                                                    |                                                                     |                                                                        |                                                                     |                                                            |                                                                     |                                                                                       |                                                  |                             |                            |                              |                      |    |                 |            |                              |           |                                                 |    |        |    |                    |    |                                            |    |                               |    |                  |    |                         |    |                    |    |           |    |                                                                                                                                                                                            |  |  |  |                     |    |                                                                                                                                                   |  |        |  |  |  |                                                    |    |       |  |          |  |         |  |       |    |  |  |  |  |  |  |
| 2                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Conveyance Type Check Box                                                             | <input type="checkbox"/> Improved Sale                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | <input checked="" type="checkbox"/> Unimproved Sale |                                                    |                                                    |                                                                     |                                                                        |                                                                     |                                                            |                                                                     |                                                                                       |                                                  |                             |                            |                              |                      |    |                 |            |                              |           |                                                 |    |        |    |                    |    |                                            |    |                               |    |                  |    |                         |    |                    |    |           |    |                                                                                                                                                                                            |  |  |  |                     |    |                                                                                                                                                   |  |        |  |  |  |                                                    |    |       |  |          |  |         |  |       |    |  |  |  |  |  |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | Arms-Length [1]                                                                       | Arms-Length [2]                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | Arms-Length [3]                                     |                                                    |                                                    |                                                                     |                                                                        |                                                                     |                                                            |                                                                     |                                                                                       |                                                  |                             |                            |                              |                      |    |                 |            |                              |           |                                                 |    |        |    |                    |    |                                            |    |                               |    |                  |    |                         |    |                    |    |           |    |                                                                                                                                                                                            |  |  |  |                     |    |                                                                                                                                                   |  |        |  |  |  |                                                    |    |       |  |          |  |         |  |       |    |  |  |  |  |  |  |
| 3                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Tax Exemptions (if Applicable)                                                        | <input type="checkbox"/> State Transfer                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | <input checked="" type="checkbox"/> County Transfer |                                                    |                                                    |                                                                     |                                                                        |                                                                     |                                                            |                                                                     |                                                                                       |                                                  |                             |                            |                              |                      |    |                 |            |                              |           |                                                 |    |        |    |                    |    |                                            |    |                               |    |                  |    |                         |    |                    |    |           |    |                                                                                                                                                                                            |  |  |  |                     |    |                                                                                                                                                   |  |        |  |  |  |                                                    |    |       |  |          |  |         |  |       |    |  |  |  |  |  |  |
| 4                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Consideration and Tax Calculations                                                    | <table border="1"> <thead> <tr> <th colspan="2">Consideration Amount</th> <th colspan="2">Finance Office Use Only</th> </tr> <tr> <th colspan="2"></th> <th colspan="2">Transfer and Recordation Tax Consideration</th> </tr> </thead> <tbody> <tr> <td>Purchase Price/Consideration</td> <td>\$ 124,000.00</td> <td>Transfer Tax Consideration</td> <td>\$</td> </tr> <tr> <td>Any New Mortgage</td> <td>\$</td> <td>X ( ) % =</td> <td>\$</td> </tr> <tr> <td>Balance of Existing Mortgage</td> <td>\$</td> <td>Less Exemption Amount</td> <td>\$</td> </tr> <tr> <td>Other:</td> <td>\$</td> <td>Total Transfer Tax</td> <td>\$</td> </tr> <tr> <td>Other:</td> <td>\$</td> <td>Recordation Tax Consideration</td> <td>\$</td> </tr> <tr> <td>Full Cash Value:</td> <td>\$</td> <td>X ( ) per \$500 =</td> <td>\$</td> </tr> <tr> <td></td> <td></td> <td>TOTAL DUE</td> <td>\$</td> </tr> </tbody> </table>                                                                                                                                                                                                                                                           |                                                     | Consideration Amount                               |                                                    | Finance Office Use Only                                             |                                                                        |                                                                     |                                                            | Transfer and Recordation Tax Consideration                          |                                                                                       | Purchase Price/Consideration                     | \$ 124,000.00               | Transfer Tax Consideration | \$                           | Any New Mortgage     | \$ | X ( ) % =       | \$         | Balance of Existing Mortgage | \$        | Less Exemption Amount                           | \$ | Other: | \$ | Total Transfer Tax | \$ | Other:                                     | \$ | Recordation Tax Consideration | \$ | Full Cash Value: | \$ | X ( ) per \$500 =       | \$ |                    |    | TOTAL DUE | \$ |                                                                                                                                                                                            |  |  |  |                     |    |                                                                                                                                                   |  |        |  |  |  |                                                    |    |       |  |          |  |         |  |       |    |  |  |  |  |  |  |
| Consideration Amount                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                       | Finance Office Use Only                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                     |                                                    |                                                    |                                                                     |                                                                        |                                                                     |                                                            |                                                                     |                                                                                       |                                                  |                             |                            |                              |                      |    |                 |            |                              |           |                                                 |    |        |    |                    |    |                                            |    |                               |    |                  |    |                         |    |                    |    |           |    |                                                                                                                                                                                            |  |  |  |                     |    |                                                                                                                                                   |  |        |  |  |  |                                                    |    |       |  |          |  |         |  |       |    |  |  |  |  |  |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                       | Transfer and Recordation Tax Consideration                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                     |                                                    |                                                    |                                                                     |                                                                        |                                                                     |                                                            |                                                                     |                                                                                       |                                                  |                             |                            |                              |                      |    |                 |            |                              |           |                                                 |    |        |    |                    |    |                                            |    |                               |    |                  |    |                         |    |                    |    |           |    |                                                                                                                                                                                            |  |  |  |                     |    |                                                                                                                                                   |  |        |  |  |  |                                                    |    |       |  |          |  |         |  |       |    |  |  |  |  |  |  |
| Purchase Price/Consideration                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | \$ 124,000.00                                                                         | Transfer Tax Consideration                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | \$                                                  |                                                    |                                                    |                                                                     |                                                                        |                                                                     |                                                            |                                                                     |                                                                                       |                                                  |                             |                            |                              |                      |    |                 |            |                              |           |                                                 |    |        |    |                    |    |                                            |    |                               |    |                  |    |                         |    |                    |    |           |    |                                                                                                                                                                                            |  |  |  |                     |    |                                                                                                                                                   |  |        |  |  |  |                                                    |    |       |  |          |  |         |  |       |    |  |  |  |  |  |  |
| Any New Mortgage                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | \$                                                                                    | X ( ) % =                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | \$                                                  |                                                    |                                                    |                                                                     |                                                                        |                                                                     |                                                            |                                                                     |                                                                                       |                                                  |                             |                            |                              |                      |    |                 |            |                              |           |                                                 |    |        |    |                    |    |                                            |    |                               |    |                  |    |                         |    |                    |    |           |    |                                                                                                                                                                                            |  |  |  |                     |    |                                                                                                                                                   |  |        |  |  |  |                                                    |    |       |  |          |  |         |  |       |    |  |  |  |  |  |  |
| Balance of Existing Mortgage                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | \$                                                                                    | Less Exemption Amount                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | \$                                                  |                                                    |                                                    |                                                                     |                                                                        |                                                                     |                                                            |                                                                     |                                                                                       |                                                  |                             |                            |                              |                      |    |                 |            |                              |           |                                                 |    |        |    |                    |    |                                            |    |                               |    |                  |    |                         |    |                    |    |           |    |                                                                                                                                                                                            |  |  |  |                     |    |                                                                                                                                                   |  |        |  |  |  |                                                    |    |       |  |          |  |         |  |       |    |  |  |  |  |  |  |
| Other:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | \$                                                                                    | Total Transfer Tax                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | \$                                                  |                                                    |                                                    |                                                                     |                                                                        |                                                                     |                                                            |                                                                     |                                                                                       |                                                  |                             |                            |                              |                      |    |                 |            |                              |           |                                                 |    |        |    |                    |    |                                            |    |                               |    |                  |    |                         |    |                    |    |           |    |                                                                                                                                                                                            |  |  |  |                     |    |                                                                                                                                                   |  |        |  |  |  |                                                    |    |       |  |          |  |         |  |       |    |  |  |  |  |  |  |
| Other:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | \$                                                                                    | Recordation Tax Consideration                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | \$                                                  |                                                    |                                                    |                                                                     |                                                                        |                                                                     |                                                            |                                                                     |                                                                                       |                                                  |                             |                            |                              |                      |    |                 |            |                              |           |                                                 |    |        |    |                    |    |                                            |    |                               |    |                  |    |                         |    |                    |    |           |    |                                                                                                                                                                                            |  |  |  |                     |    |                                                                                                                                                   |  |        |  |  |  |                                                    |    |       |  |          |  |         |  |       |    |  |  |  |  |  |  |
| Full Cash Value:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | \$                                                                                    | X ( ) per \$500 =                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | \$                                                  |                                                    |                                                    |                                                                     |                                                                        |                                                                     |                                                            |                                                                     |                                                                                       |                                                  |                             |                            |                              |                      |    |                 |            |                              |           |                                                 |    |        |    |                    |    |                                            |    |                               |    |                  |    |                         |    |                    |    |           |    |                                                                                                                                                                                            |  |  |  |                     |    |                                                                                                                                                   |  |        |  |  |  |                                                    |    |       |  |          |  |         |  |       |    |  |  |  |  |  |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                       | TOTAL DUE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | \$                                                  |                                                    |                                                    |                                                                     |                                                                        |                                                                     |                                                            |                                                                     |                                                                                       |                                                  |                             |                            |                              |                      |    |                 |            |                              |           |                                                 |    |        |    |                    |    |                                            |    |                               |    |                  |    |                         |    |                    |    |           |    |                                                                                                                                                                                            |  |  |  |                     |    |                                                                                                                                                   |  |        |  |  |  |                                                    |    |       |  |          |  |         |  |       |    |  |  |  |  |  |  |
| 5                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Fees                                                                                  | <table border="1"> <thead> <tr> <th colspan="2">Amount of Fees</th> <th colspan="2">Doc. 1</th> <th colspan="2">Doc. 2</th> <th colspan="2">Agent:</th> </tr> </thead> <tbody> <tr> <td>Recording Charge</td> <td>\$</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Surcharge</td> <td>\$</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>State Recordation Tax</td> <td>\$</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>State Transfer Tax</td> <td>\$</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>County Transfer Tax</td> <td>\$</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Other</td> <td>\$</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Other</td> <td>\$</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>                                                                                                                                                                                                  |                                                     | Amount of Fees                                     |                                                    | Doc. 1                                                              |                                                                        | Doc. 2                                                              |                                                            | Agent:                                                              |                                                                                       | Recording Charge                                 | \$                          |                            |                              |                      |    |                 |            | Surcharge                    | \$        |                                                 |    |        |    |                    |    | State Recordation Tax                      | \$ |                               |    |                  |    |                         |    | State Transfer Tax | \$ |           |    |                                                                                                                                                                                            |  |  |  | County Transfer Tax | \$ |                                                                                                                                                   |  |        |  |  |  | Other                                              | \$ |       |  |          |  |         |  | Other | \$ |  |  |  |  |  |  |
| Amount of Fees                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                       | Doc. 1                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                     | Doc. 2                                             |                                                    | Agent:                                                              |                                                                        |                                                                     |                                                            |                                                                     |                                                                                       |                                                  |                             |                            |                              |                      |    |                 |            |                              |           |                                                 |    |        |    |                    |    |                                            |    |                               |    |                  |    |                         |    |                    |    |           |    |                                                                                                                                                                                            |  |  |  |                     |    |                                                                                                                                                   |  |        |  |  |  |                                                    |    |       |  |          |  |         |  |       |    |  |  |  |  |  |  |
| Recording Charge                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | \$                                                                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                     |                                                    |                                                    |                                                                     |                                                                        |                                                                     |                                                            |                                                                     |                                                                                       |                                                  |                             |                            |                              |                      |    |                 |            |                              |           |                                                 |    |        |    |                    |    |                                            |    |                               |    |                  |    |                         |    |                    |    |           |    |                                                                                                                                                                                            |  |  |  |                     |    |                                                                                                                                                   |  |        |  |  |  |                                                    |    |       |  |          |  |         |  |       |    |  |  |  |  |  |  |
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| Other                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | \$                                                                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                     |                                                    |                                                    |                                                                     |                                                                        |                                                                     |                                                            |                                                                     |                                                                                       |                                                  |                             |                            |                              |                      |    |                 |            |                              |           |                                                 |    |        |    |                    |    |                                            |    |                               |    |                  |    |                         |    |                    |    |           |    |                                                                                                                                                                                            |  |  |  |                     |    |                                                                                                                                                   |  |        |  |  |  |                                                    |    |       |  |          |  |         |  |       |    |  |  |  |  |  |  |
| 6                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Description of Property                                                               | <table border="1"> <thead> <tr> <th>District</th> <th>Property Tax ID No. (1)</th> <th>Grantor Liber/Folio</th> <th>Map</th> <th>Parcel No.</th> <th>Var. LOG</th> </tr> </thead> <tbody> <tr> <td></td> <td>SHA89834</td> <td></td> <td></td> <td></td> <td><input type="checkbox"/> (5)</td> </tr> <tr> <td colspan="2">Subdivision Name</td> <td>Lot (3a)</td> <td>Block (3b)</td> <td>Sect/AR (3c)</td> <td>Plat Ref.</td> </tr> <tr> <td colspan="6">Location/Address of Property Being Conveyed (2)</td> </tr> <tr> <td colspan="6">Other Property Identifiers (if applicable)</td> </tr> <tr> <td colspan="6">Water Meter Account No.</td> </tr> <tr> <td colspan="6">Residential <input type="checkbox"/> or Non-Residential <input checked="" type="checkbox"/> Fee Simple <input checked="" type="checkbox"/> or Ground Rent <input type="checkbox"/> Amount:</td> </tr> <tr> <td colspan="6">Partial Conveyance? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Description/Amt. of SqFt/Acreage Transferred: 1.495 Acres</td> </tr> <tr> <td colspan="6">If Partial Conveyance, List Improvements Conveyed:</td> </tr> </tbody> </table> |                                                     | District                                           | Property Tax ID No. (1)                            | Grantor Liber/Folio                                                 | Map                                                                    | Parcel No.                                                          | Var. LOG                                                   |                                                                     | SHA89834                                                                              |                                                  |                             |                            | <input type="checkbox"/> (5) | Subdivision Name     |    | Lot (3a)        | Block (3b) | Sect/AR (3c)                 | Plat Ref. | Location/Address of Property Being Conveyed (2) |    |        |    |                    |    | Other Property Identifiers (if applicable) |    |                               |    |                  |    | Water Meter Account No. |    |                    |    |           |    | Residential <input type="checkbox"/> or Non-Residential <input checked="" type="checkbox"/> Fee Simple <input checked="" type="checkbox"/> or Ground Rent <input type="checkbox"/> Amount: |  |  |  |                     |    | Partial Conveyance? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Description/Amt. of SqFt/Acreage Transferred: 1.495 Acres |  |        |  |  |  | If Partial Conveyance, List Improvements Conveyed: |    |       |  |          |  |         |  |       |    |  |  |  |  |  |  |
| District                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Property Tax ID No. (1)                                                               | Grantor Liber/Folio                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Map                                                 | Parcel No.                                         | Var. LOG                                           |                                                                     |                                                                        |                                                                     |                                                            |                                                                     |                                                                                       |                                                  |                             |                            |                              |                      |    |                 |            |                              |           |                                                 |    |        |    |                    |    |                                            |    |                               |    |                  |    |                         |    |                    |    |           |    |                                                                                                                                                                                            |  |  |  |                     |    |                                                                                                                                                   |  |        |  |  |  |                                                    |    |       |  |          |  |         |  |       |    |  |  |  |  |  |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | SHA89834                                                                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                     |                                                    | <input type="checkbox"/> (5)                       |                                                                     |                                                                        |                                                                     |                                                            |                                                                     |                                                                                       |                                                  |                             |                            |                              |                      |    |                 |            |                              |           |                                                 |    |        |    |                    |    |                                            |    |                               |    |                  |    |                         |    |                    |    |           |    |                                                                                                                                                                                            |  |  |  |                     |    |                                                                                                                                                   |  |        |  |  |  |                                                    |    |       |  |          |  |         |  |       |    |  |  |  |  |  |  |
| Subdivision Name                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                       | Lot (3a)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Block (3b)                                          | Sect/AR (3c)                                       | Plat Ref.                                          |                                                                     |                                                                        |                                                                     |                                                            |                                                                     |                                                                                       |                                                  |                             |                            |                              |                      |    |                 |            |                              |           |                                                 |    |        |    |                    |    |                                            |    |                               |    |                  |    |                         |    |                    |    |           |    |                                                                                                                                                                                            |  |  |  |                     |    |                                                                                                                                                   |  |        |  |  |  |                                                    |    |       |  |          |  |         |  |       |    |  |  |  |  |  |  |
| Location/Address of Property Being Conveyed (2)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                     |                                                    |                                                    |                                                                     |                                                                        |                                                                     |                                                            |                                                                     |                                                                                       |                                                  |                             |                            |                              |                      |    |                 |            |                              |           |                                                 |    |        |    |                    |    |                                            |    |                               |    |                  |    |                         |    |                    |    |           |    |                                                                                                                                                                                            |  |  |  |                     |    |                                                                                                                                                   |  |        |  |  |  |                                                    |    |       |  |          |  |         |  |       |    |  |  |  |  |  |  |
| Other Property Identifiers (if applicable)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                     |                                                    |                                                    |                                                                     |                                                                        |                                                                     |                                                            |                                                                     |                                                                                       |                                                  |                             |                            |                              |                      |    |                 |            |                              |           |                                                 |    |        |    |                    |    |                                            |    |                               |    |                  |    |                         |    |                    |    |           |    |                                                                                                                                                                                            |  |  |  |                     |    |                                                                                                                                                   |  |        |  |  |  |                                                    |    |       |  |          |  |         |  |       |    |  |  |  |  |  |  |
| Water Meter Account No.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                     |                                                    |                                                    |                                                                     |                                                                        |                                                                     |                                                            |                                                                     |                                                                                       |                                                  |                             |                            |                              |                      |    |                 |            |                              |           |                                                 |    |        |    |                    |    |                                            |    |                               |    |                  |    |                         |    |                    |    |           |    |                                                                                                                                                                                            |  |  |  |                     |    |                                                                                                                                                   |  |        |  |  |  |                                                    |    |       |  |          |  |         |  |       |    |  |  |  |  |  |  |
| Residential <input type="checkbox"/> or Non-Residential <input checked="" type="checkbox"/> Fee Simple <input checked="" type="checkbox"/> or Ground Rent <input type="checkbox"/> Amount:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                     |                                                    |                                                    |                                                                     |                                                                        |                                                                     |                                                            |                                                                     |                                                                                       |                                                  |                             |                            |                              |                      |    |                 |            |                              |           |                                                 |    |        |    |                    |    |                                            |    |                               |    |                  |    |                         |    |                    |    |           |    |                                                                                                                                                                                            |  |  |  |                     |    |                                                                                                                                                   |  |        |  |  |  |                                                    |    |       |  |          |  |         |  |       |    |  |  |  |  |  |  |
| Partial Conveyance? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Description/Amt. of SqFt/Acreage Transferred: 1.495 Acres                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                     |                                                    |                                                    |                                                                     |                                                                        |                                                                     |                                                            |                                                                     |                                                                                       |                                                  |                             |                            |                              |                      |    |                 |            |                              |           |                                                 |    |        |    |                    |    |                                            |    |                               |    |                  |    |                         |    |                    |    |           |    |                                                                                                                                                                                            |  |  |  |                     |    |                                                                                                                                                   |  |        |  |  |  |                                                    |    |       |  |          |  |         |  |       |    |  |  |  |  |  |  |
| If Partial Conveyance, List Improvements Conveyed:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                     |                                                    |                                                    |                                                                     |                                                                        |                                                                     |                                                            |                                                                     |                                                                                       |                                                  |                             |                            |                              |                      |    |                 |            |                              |           |                                                 |    |        |    |                    |    |                                            |    |                               |    |                  |    |                         |    |                    |    |           |    |                                                                                                                                                                                            |  |  |  |                     |    |                                                                                                                                                   |  |        |  |  |  |                                                    |    |       |  |          |  |         |  |       |    |  |  |  |  |  |  |
| 7                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Transferred From                                                                      | <table border="1"> <thead> <tr> <th>Doc. 1 - Grantor(s) Name(s)</th> <th>Doc. 2 - Grantor(s) Name(s)</th> </tr> </thead> <tbody> <tr> <td>State of Maryland</td> <td></td> </tr> <tr> <td>SHA</td> <td></td> </tr> <tr> <td>Doc. 1 - Owner(s) of Record, if Different from Grantor(s)</td> <td>Doc. 2 - Owner(s) of Record, if Different from Grantor(s)</td> </tr> </tbody> </table>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                     | Doc. 1 - Grantor(s) Name(s)                        | Doc. 2 - Grantor(s) Name(s)                        | State of Maryland                                                   |                                                                        | SHA                                                                 |                                                            | Doc. 1 - Owner(s) of Record, if Different from Grantor(s)           | Doc. 2 - Owner(s) of Record, if Different from Grantor(s)                             |                                                  |                             |                            |                              |                      |    |                 |            |                              |           |                                                 |    |        |    |                    |    |                                            |    |                               |    |                  |    |                         |    |                    |    |           |    |                                                                                                                                                                                            |  |  |  |                     |    |                                                                                                                                                   |  |        |  |  |  |                                                    |    |       |  |          |  |         |  |       |    |  |  |  |  |  |  |
| Doc. 1 - Grantor(s) Name(s)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Doc. 2 - Grantor(s) Name(s)                                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                     |                                                    |                                                    |                                                                     |                                                                        |                                                                     |                                                            |                                                                     |                                                                                       |                                                  |                             |                            |                              |                      |    |                 |            |                              |           |                                                 |    |        |    |                    |    |                                            |    |                               |    |                  |    |                         |    |                    |    |           |    |                                                                                                                                                                                            |  |  |  |                     |    |                                                                                                                                                   |  |        |  |  |  |                                                    |    |       |  |          |  |         |  |       |    |  |  |  |  |  |  |
| State of Maryland                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                     |                                                    |                                                    |                                                                     |                                                                        |                                                                     |                                                            |                                                                     |                                                                                       |                                                  |                             |                            |                              |                      |    |                 |            |                              |           |                                                 |    |        |    |                    |    |                                            |    |                               |    |                  |    |                         |    |                    |    |           |    |                                                                                                                                                                                            |  |  |  |                     |    |                                                                                                                                                   |  |        |  |  |  |                                                    |    |       |  |          |  |         |  |       |    |  |  |  |  |  |  |
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| Doc. 1 - Owner(s) of Record, if Different from Grantor(s)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | Doc. 2 - Owner(s) of Record, if Different from Grantor(s)                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                     |                                                    |                                                    |                                                                     |                                                                        |                                                                     |                                                            |                                                                     |                                                                                       |                                                  |                             |                            |                              |                      |    |                 |            |                              |           |                                                 |    |        |    |                    |    |                                            |    |                               |    |                  |    |                         |    |                    |    |           |    |                                                                                                                                                                                            |  |  |  |                     |    |                                                                                                                                                   |  |        |  |  |  |                                                    |    |       |  |          |  |         |  |       |    |  |  |  |  |  |  |
| 8                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Transferred To                                                                        | <table border="1"> <thead> <tr> <th>Doc. 1 - Grantee(s) Name(s)</th> <th>Doc. 2 - Grantee(s) Name(s)</th> </tr> </thead> <tbody> <tr> <td>Co. Comm. Wo. Co. MD.</td> <td></td> </tr> <tr> <td colspan="2">New Owner's (Grantee) Mailing Address</td> </tr> <tr> <td colspan="2">Government Center One West Market St. Snow Hill MD 21863</td> </tr> </tbody> </table>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                     | Doc. 1 - Grantee(s) Name(s)                        | Doc. 2 - Grantee(s) Name(s)                        | Co. Comm. Wo. Co. MD.                                               |                                                                        | New Owner's (Grantee) Mailing Address                               |                                                            | Government Center One West Market St. Snow Hill MD 21863            |                                                                                       |                                                  |                             |                            |                              |                      |    |                 |            |                              |           |                                                 |    |        |    |                    |    |                                            |    |                               |    |                  |    |                         |    |                    |    |           |    |                                                                                                                                                                                            |  |  |  |                     |    |                                                                                                                                                   |  |        |  |  |  |                                                    |    |       |  |          |  |         |  |       |    |  |  |  |  |  |  |
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| Co. Comm. Wo. Co. MD.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                     |                                                    |                                                    |                                                                     |                                                                        |                                                                     |                                                            |                                                                     |                                                                                       |                                                  |                             |                            |                              |                      |    |                 |            |                              |           |                                                 |    |        |    |                    |    |                                            |    |                               |    |                  |    |                         |    |                    |    |           |    |                                                                                                                                                                                            |  |  |  |                     |    |                                                                                                                                                   |  |        |  |  |  |                                                    |    |       |  |          |  |         |  |       |    |  |  |  |  |  |  |
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| Government Center One West Market St. Snow Hill MD 21863                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                     |                                                    |                                                    |                                                                     |                                                                        |                                                                     |                                                            |                                                                     |                                                                                       |                                                  |                             |                            |                              |                      |    |                 |            |                              |           |                                                 |    |        |    |                    |    |                                            |    |                               |    |                  |    |                         |    |                    |    |           |    |                                                                                                                                                                                            |  |  |  |                     |    |                                                                                                                                                   |  |        |  |  |  |                                                    |    |       |  |          |  |         |  |       |    |  |  |  |  |  |  |
| 9                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Other Names to Be Indexed                                                             | <table border="1"> <thead> <tr> <th>Doc. 1 - Additional Names to be Indexed (Optional)</th> <th>Doc. 2 - Additional Names to be Indexed (Optional)</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> </tr> </tbody> </table>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                     | Doc. 1 - Additional Names to be Indexed (Optional) | Doc. 2 - Additional Names to be Indexed (Optional) |                                                                     |                                                                        |                                                                     |                                                            |                                                                     |                                                                                       |                                                  |                             |                            |                              |                      |    |                 |            |                              |           |                                                 |    |        |    |                    |    |                                            |    |                               |    |                  |    |                         |    |                    |    |           |    |                                                                                                                                                                                            |  |  |  |                     |    |                                                                                                                                                   |  |        |  |  |  |                                                    |    |       |  |          |  |         |  |       |    |  |  |  |  |  |  |
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| 10                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Contact/Mail Information                                                              | <table border="1"> <thead> <tr> <th colspan="2">Instrument Submitted By or Contact Person</th> <th><input checked="" type="checkbox"/> Return to Contact Person</th> </tr> </thead> <tbody> <tr> <td>Name: Edward H. Hammond Jr</td> <td></td> <td><input type="checkbox"/> Hold for Pickup</td> </tr> <tr> <td>Firm: ONE WEST MARKET ST.</td> <td></td> <td><input type="checkbox"/> Return Address Provided</td> </tr> <tr> <td>Address: SNOW HILL MD 21863</td> <td></td> <td></td> </tr> <tr> <td>Phone: (410) 6321194</td> <td></td> <td></td> </tr> </tbody> </table>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                     | Instrument Submitted By or Contact Person          |                                                    | <input checked="" type="checkbox"/> Return to Contact Person        | Name: Edward H. Hammond Jr                                             |                                                                     | <input type="checkbox"/> Hold for Pickup                   | Firm: ONE WEST MARKET ST.                                           |                                                                                       | <input type="checkbox"/> Return Address Provided | Address: SNOW HILL MD 21863 |                            |                              | Phone: (410) 6321194 |    |                 |            |                              |           |                                                 |    |        |    |                    |    |                                            |    |                               |    |                  |    |                         |    |                    |    |           |    |                                                                                                                                                                                            |  |  |  |                     |    |                                                                                                                                                   |  |        |  |  |  |                                                    |    |       |  |          |  |         |  |       |    |  |  |  |  |  |  |
| Instrument Submitted By or Contact Person                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                       | <input checked="" type="checkbox"/> Return to Contact Person                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                     |                                                    |                                                    |                                                                     |                                                                        |                                                                     |                                                            |                                                                     |                                                                                       |                                                  |                             |                            |                              |                      |    |                 |            |                              |           |                                                 |    |        |    |                    |    |                                            |    |                               |    |                  |    |                         |    |                    |    |           |    |                                                                                                                                                                                            |  |  |  |                     |    |                                                                                                                                                   |  |        |  |  |  |                                                    |    |       |  |          |  |         |  |       |    |  |  |  |  |  |  |
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| Firm: ONE WEST MARKET ST.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                       | <input type="checkbox"/> Return Address Provided                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                     |                                                    |                                                    |                                                                     |                                                                        |                                                                     |                                                            |                                                                     |                                                                                       |                                                  |                             |                            |                              |                      |    |                 |            |                              |           |                                                 |    |        |    |                    |    |                                            |    |                               |    |                  |    |                         |    |                    |    |           |    |                                                                                                                                                                                            |  |  |  |                     |    |                                                                                                                                                   |  |        |  |  |  |                                                    |    |       |  |          |  |         |  |       |    |  |  |  |  |  |  |
| Address: SNOW HILL MD 21863                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                     |                                                    |                                                    |                                                                     |                                                                        |                                                                     |                                                            |                                                                     |                                                                                       |                                                  |                             |                            |                              |                      |    |                 |            |                              |           |                                                 |    |        |    |                    |    |                                            |    |                               |    |                  |    |                         |    |                    |    |           |    |                                                                                                                                                                                            |  |  |  |                     |    |                                                                                                                                                   |  |        |  |  |  |                                                    |    |       |  |          |  |         |  |       |    |  |  |  |  |  |  |
| Phone: (410) 6321194                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                     |                                                    |                                                    |                                                                     |                                                                        |                                                                     |                                                            |                                                                     |                                                                                       |                                                  |                             |                            |                              |                      |    |                 |            |                              |           |                                                 |    |        |    |                    |    |                                            |    |                               |    |                  |    |                         |    |                    |    |           |    |                                                                                                                                                                                            |  |  |  |                     |    |                                                                                                                                                   |  |        |  |  |  |                                                    |    |       |  |          |  |         |  |       |    |  |  |  |  |  |  |
| 11                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | IMPORTANT: BOTH THE ORIGINAL DEED AND A PHOTOCOPY MUST ACCOMPANY EACH TRANSFER        | <table border="1"> <thead> <tr> <th colspan="2">Assessment Information</th> </tr> </thead> <tbody> <tr> <td><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</td> <td>Will the property being conveyed be the grantee's principal residence?</td> </tr> <tr> <td><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</td> <td>Does transfer include personal property? If yes, identify:</td> </tr> <tr> <td><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</td> <td>Was property surveyed? If yes, attach copy of survey (if recorded, no copy required).</td> </tr> </tbody> </table>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                     | Assessment Information                             |                                                    | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | Will the property being conveyed be the grantee's principal residence? | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | Does transfer include personal property? If yes, identify: | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | Was property surveyed? If yes, attach copy of survey (if recorded, no copy required). |                                                  |                             |                            |                              |                      |    |                 |            |                              |           |                                                 |    |        |    |                    |    |                                            |    |                               |    |                  |    |                         |    |                    |    |           |    |                                                                                                                                                                                            |  |  |  |                     |    |                                                                                                                                                   |  |        |  |  |  |                                                    |    |       |  |          |  |         |  |       |    |  |  |  |  |  |  |
| Assessment Information                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                     |                                                    |                                                    |                                                                     |                                                                        |                                                                     |                                                            |                                                                     |                                                                                       |                                                  |                             |                            |                              |                      |    |                 |            |                              |           |                                                 |    |        |    |                    |    |                                            |    |                               |    |                  |    |                         |    |                    |    |           |    |                                                                                                                                                                                            |  |  |  |                     |    |                                                                                                                                                   |  |        |  |  |  |                                                    |    |       |  |          |  |         |  |       |    |  |  |  |  |  |  |
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| Assessment Use Only - Do Not Write Below This Line                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                     |                                                    |                                                    |                                                                     |                                                                        |                                                                     |                                                            |                                                                     |                                                                                       |                                                  |                             |                            |                              |                      |    |                 |            |                              |           |                                                 |    |        |    |                    |    |                                            |    |                               |    |                  |    |                         |    |                    |    |           |    |                                                                                                                                                                                            |  |  |  |                     |    |                                                                                                                                                   |  |        |  |  |  |                                                    |    |       |  |          |  |         |  |       |    |  |  |  |  |  |  |
| <table border="1"> <thead> <tr> <th colspan="2">Terminal Verification</th> <th colspan="2">Agricultural Verification</th> <th colspan="2">Whole</th> <th colspan="2">Part</th> <th colspan="2">Tran. Process Verification</th> </tr> </thead> <tbody> <tr> <td>Transfer Number:</td> <td>20</td> <td>Date Received:</td> <td>20</td> <td>Deed Reference:</td> <td>Map</td> <td>Sub</td> <td>Block</td> <td>Assigned Property No.:</td> <td></td> </tr> <tr> <td>Year</td> <td></td> <td>Geo.</td> <td></td> <td>Map</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Land</td> <td></td> <td>Zoning</td> <td></td> <td>Grid</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Buildings</td> <td></td> <td>Use</td> <td></td> <td>Parcel</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Total</td> <td></td> <td>Town Cd.</td> <td></td> <td>Ex. St.</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table> |                                                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                     | Terminal Verification                              |                                                    | Agricultural Verification                                           |                                                                        | Whole                                                               |                                                            | Part                                                                |                                                                                       | Tran. Process Verification                       |                             | Transfer Number:           | 20                           | Date Received:       | 20 | Deed Reference: | Map        | Sub                          | Block     | Assigned Property No.:                          |    | Year   |    | Geo.               |    | Map                                        |    |                               |    |                  |    | Land                    |    | Zoning             |    | Grid      |    |                                                                                                                                                                                            |  |  |  | Buildings           |    | Use                                                                                                                                               |  | Parcel |  |  |  |                                                    |    | Total |  | Town Cd. |  | Ex. St. |  |       |    |  |  |  |  |  |  |
| Terminal Verification                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                       | Agricultural Verification                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                     | Whole                                              |                                                    | Part                                                                |                                                                        | Tran. Process Verification                                          |                                                            |                                                                     |                                                                                       |                                                  |                             |                            |                              |                      |    |                 |            |                              |           |                                                 |    |        |    |                    |    |                                            |    |                               |    |                  |    |                         |    |                    |    |           |    |                                                                                                                                                                                            |  |  |  |                     |    |                                                                                                                                                   |  |        |  |  |  |                                                    |    |       |  |          |  |         |  |       |    |  |  |  |  |  |  |
| Transfer Number:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | 20                                                                                    | Date Received:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | 20                                                  | Deed Reference:                                    | Map                                                | Sub                                                                 | Block                                                                  | Assigned Property No.:                                              |                                                            |                                                                     |                                                                                       |                                                  |                             |                            |                              |                      |    |                 |            |                              |           |                                                 |    |        |    |                    |    |                                            |    |                               |    |                  |    |                         |    |                    |    |           |    |                                                                                                                                                                                            |  |  |  |                     |    |                                                                                                                                                   |  |        |  |  |  |                                                    |    |       |  |          |  |         |  |       |    |  |  |  |  |  |  |
| Year                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                       | Geo.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                     | Map                                                |                                                    |                                                                     |                                                                        |                                                                     |                                                            |                                                                     |                                                                                       |                                                  |                             |                            |                              |                      |    |                 |            |                              |           |                                                 |    |        |    |                    |    |                                            |    |                               |    |                  |    |                         |    |                    |    |           |    |                                                                                                                                                                                            |  |  |  |                     |    |                                                                                                                                                   |  |        |  |  |  |                                                    |    |       |  |          |  |         |  |       |    |  |  |  |  |  |  |
| Land                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                       | Zoning                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                     | Grid                                               |                                                    |                                                                     |                                                                        |                                                                     |                                                            |                                                                     |                                                                                       |                                                  |                             |                            |                              |                      |    |                 |            |                              |           |                                                 |    |        |    |                    |    |                                            |    |                               |    |                  |    |                         |    |                    |    |           |    |                                                                                                                                                                                            |  |  |  |                     |    |                                                                                                                                                   |  |        |  |  |  |                                                    |    |       |  |          |  |         |  |       |    |  |  |  |  |  |  |
| Buildings                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                       | Use                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                     | Parcel                                             |                                                    |                                                                     |                                                                        |                                                                     |                                                            |                                                                     |                                                                                       |                                                  |                             |                            |                              |                      |    |                 |            |                              |           |                                                 |    |        |    |                    |    |                                            |    |                               |    |                  |    |                         |    |                    |    |           |    |                                                                                                                                                                                            |  |  |  |                     |    |                                                                                                                                                   |  |        |  |  |  |                                                    |    |       |  |          |  |         |  |       |    |  |  |  |  |  |  |
| Total                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                       | Town Cd.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                     | Ex. St.                                            |                                                    |                                                                     |                                                                        |                                                                     |                                                            |                                                                     |                                                                                       |                                                  |                             |                            |                              |                      |    |                 |            |                              |           |                                                 |    |        |    |                    |    |                                            |    |                               |    |                  |    |                         |    |                    |    |           |    |                                                                                                                                                                                            |  |  |  |                     |    |                                                                                                                                                   |  |        |  |  |  |                                                    |    |       |  |          |  |         |  |       |    |  |  |  |  |  |  |
| REMARKS:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                     |                                                    |                                                    |                                                                     |                                                                        |                                                                     |                                                            |                                                                     |                                                                                       |                                                  |                             |                            |                              |                      |    |                 |            |                              |           |                                                 |    |        |    |                    |    |                                            |    |                               |    |                  |    |                         |    |                    |    |           |    |                                                                                                                                                                                            |  |  |  |                     |    |                                                                                                                                                   |  |        |  |  |  |                                                    |    |       |  |          |  |         |  |       |    |  |  |  |  |  |  |

WORCESTER COUNTY CIRCUIT COURT (Land Records) SVH 4345, p. 0597, MSA\_CE31\_4496, Date available 01/31/2005, Printed 02/10/2020.

## Real Property Data Search

## Search Result for WORCESTER COUNTY

| View Map                                                                | View GroundRent Redemption                        | View GroundRent Registration                                                   |
|-------------------------------------------------------------------------|---------------------------------------------------|--------------------------------------------------------------------------------|
| <b>Special Tax Recapture:</b> None                                      |                                                   |                                                                                |
| <b>Account Identifier:</b> District - 03 <b>Account Number -</b> 148599 |                                                   |                                                                                |
| Owner Information                                                       |                                                   |                                                                                |
| <b>Owner Name:</b>                                                      | COUNTY COMMISSIONERS OF WORCESTER COUNTY MARYLAND | <b>Use:</b> EXEMPT<br><b>Principal Residence:</b> NO                           |
| <b>Mailing Address:</b>                                                 | 1 W MARKET ST RM 1103<br>SNOW HILL MD 21863-1195  | <b>Deed Reference:</b> /04345/ 00591                                           |
| Location & Structure Information                                        |                                                   |                                                                                |
| <b>Premises Address:</b>                                                | RT 113 HWY<br>BERLIN 21811-0000                   | <b>Legal Description:</b> 1.49 ACS<br>NEAR R-113 EXTRA<br>LAND<br>SHA PL 55224 |
| <b>Map:</b> 0015                                                        | <b>Grid:</b> 0010                                 | <b>Parcel:</b> 0267                                                            |
| <b>Neighborhood:</b> 3010004.24                                         | <b>Subdivision:</b> 0000                          | <b>Section:</b>                                                                |
| <b>Block:</b>                                                           | <b>Lot:</b>                                       | <b>Assessment Year:</b> 2019                                                   |
| <b>Plat No:</b>                                                         | <b>Plat Ref:</b>                                  |                                                                                |
| <b>Town:</b> None                                                       |                                                   |                                                                                |
| <b>Primary Structure Built</b>                                          | <b>Above Grade Living Area</b>                    | <b>Finished Basement Area</b>                                                  |
|                                                                         |                                                   | <b>Property Land Area</b> 1.4900 AC                                            |
|                                                                         |                                                   | <b>County Use</b> 000000                                                       |
| <b>Stories</b>                                                          | <b>Basement</b>                                   | <b>Type</b>                                                                    |
|                                                                         |                                                   | <b>Exterior</b>                                                                |
|                                                                         |                                                   | <b>Quality</b>                                                                 |
|                                                                         |                                                   | <b>Full/Half Bath</b>                                                          |
|                                                                         |                                                   | <b>Garage</b>                                                                  |
|                                                                         |                                                   | <b>Last Notice of Major Improvements</b>                                       |
| Value Information                                                       |                                                   |                                                                                |
|                                                                         | <b>Base Value</b>                                 | <b>Value</b>                                                                   |
|                                                                         |                                                   | <b>As of</b> 01/01/2019                                                        |
|                                                                         |                                                   | <b>As of</b> 07/01/2019                                                        |
|                                                                         |                                                   | <b>As of</b> 07/01/2020                                                        |
| <b>Land:</b>                                                            | 0                                                 | 0                                                                              |
| <b>Improvements</b>                                                     | 0                                                 | 0                                                                              |
| <b>Total:</b>                                                           | 0                                                 | 0                                                                              |
| <b>Preferential Land:</b>                                               | 0                                                 | 0                                                                              |
| Transfer Information                                                    |                                                   |                                                                                |
| <b>Seller:</b> STATE OF MARYLAND STATE                                  | <b>Date:</b> 01/27/2005                           | <b>Price:</b> \$12,400                                                         |
| <b>Type:</b> NON-ARMS LENGTH OTHER                                      | <b>Deed1:</b> SVH /04345/ 00591                   | <b>Deed2:</b>                                                                  |
| <b>Seller:</b>                                                          | <b>Date:</b>                                      | <b>Price:</b>                                                                  |
| <b>Type:</b>                                                            | <b>Deed1:</b>                                     | <b>Deed2:</b>                                                                  |
| <b>Seller:</b>                                                          | <b>Date:</b>                                      | <b>Price:</b>                                                                  |
| <b>Type:</b>                                                            | <b>Deed1:</b>                                     | <b>Deed2:</b>                                                                  |
| Exemption Information                                                   |                                                   |                                                                                |
| <b>Partial Exempt Assessments:</b>                                      | <b>Class</b>                                      | <b>07/01/2019</b>                                                              |
|                                                                         |                                                   | <b>07/01/2020</b>                                                              |
| <b>County:</b>                                                          | 500                                               | 0.00                                                                           |
| <b>State:</b>                                                           | 500                                               | 0.00                                                                           |
| <b>Municipal:</b>                                                       | 500                                               | 0.00 0.00                                                                      |
| <b>Special Tax Recapture:</b> None                                      |                                                   |                                                                                |
| Homestead Application Information                                       |                                                   |                                                                                |
| <b>Homestead Application Status:</b> No Application                     |                                                   |                                                                                |
| Homeowners' Tax Credit Application Information                          |                                                   |                                                                                |



DEPARTMENT OF  
DEVELOPMENT REVIEW AND PERMITTING

**Worcester County**

GOVERNMENT CENTER

ONE WEST MARKET STREET, ROOM 1201

SNOW HILL, MARYLAND 21863

TEL: 410-632-1200 / FAX: 410-632-3008

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

ZONING DIVISION  
BUILDING DIVISION  
DATA RESEARCH DIVISION

ADMINISTRATIVE DIVISION  
CUSTOMER SERVICE DIVISION  
TECHNICAL SERVICE DIVISION

17

MEMORANDUM

Proposed Public Hearing  
on March 17, 2020

TO: Harold L. Higgins, Chief Administrative Officer  
FROM: Edward A. Tudor, Director *EAT*  
DATE: February 6, 2020  
RE: Planning Commission Findings of Fact and Recommendation  
Rezoning Case No. 424  
(Stockyard, Inc., Applicant, and Hugh Cropper, IV, Attorney for the Applicant)

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Attached herewith please find the Planning Commission's written Findings of Fact and Recommendation relative to Rezoning Case No. 425, seeking to rezone approximately 0.25 acres of land located to the north of US Route 50 and east of Golf Course Road, at the bayfront in West Ocean City, from R-3 Multi-Family District to C-2 General Commercial District. The case was reviewed by the Planning Commission at its meeting on December 5, 2019 and given a favorable recommendation.

Also attached for your use is a draft public notice for the required public hearing that must be held by the County Commissioners. An electronic copy has already been forwarded to Kelly Shannahan. Please advise our department at your earliest convenience as to the public hearing date so that our department can ensure that the mandatory public notice of 15 days is met via posting on the site and mailings to adjoining property owners.

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

EAT/phw

NOTICE
OF
PROPOSED CHANGE
IN ZONING

DRAFT

NORTH OF US ROUTE 50
EAST OF GOLF COURSE ROAD
WEST OCEAN CITY

TENTH TAX DISTRICT
WORCESTER COUNTY, MARYLAND

Pursuant to Section 1-113 of the Worcester County Zoning Ordinance, Rezoning Case No. 424 has been filed by Hugh Cropper, IV, attorney, on behalf of Stockyard, Inc., property owner, for an amendment to the Official Zoning Maps to change approximately 0.25 acres of land located to the north of US Route 50 and east of Golf Course Road in West Ocean City, to the south of St. Martins Neck Road, in the Tenth Tax District of Worcester County, Maryland, from R-3 Multi-Family Residential District to C-2 General Commercial District. The Planning Commission has given a favorable recommendation to the rezoning application.

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

PUBLIC HEARING

on

TUESDAY,
at

in the

COUNTY COMMISSIONERS' MEETING ROOM
ROOM 1101, WORCESTER COUNTY GOVERNMENT CENTER
ONE WEST MARKET STREET, SNOW HILL, MARYLAND 21863-1072

At said public hearing, the Commissioners will consider the rezoning application, the staff file on Rezoning Case No. 424 and the recommendation of the Planning Commission, any proposed restrictions on the rezoning, other appropriate restrictions, conditions or limitations as may be deemed by them to be appropriate to preserve, improve or protect the general character and design of the lands and improvements being zoned or rezoned or of the surrounding or adjacent lands and improvements, and the advisability of reserving the power and authority to approve or disapprove the design of buildings, construction, landscaping or other improvements, alterations and changes made or to be made on the subject land or lands to assure conformity with the intent and purpose of applicable State laws and regulations and the County Zoning Ordinance.

Maps of the petitioned area, the staff file on Rezoning Case No. 424 and the Planning Commission's recommendation which will be entered into the record of the public hearing are on file and are available for inspection at the Department of Development Review and Permitting, Worcester County Government Center, One West Market Street, Room 1201, Snow Hill, Maryland 21863, Monday through Friday from 8:00 am until 4:30 pm (except holidays).

Joseph M. Mitrecic, President

**PLANNING COMMISSION
FINDINGS OF FACT
AND
RECOMMENDATION**

REZONING CASE NO. 424

APPLICANT:

**Stockyard, Inc.
12913 Ocean Gateway
Ocean City, Maryland 21842**

ATTORNEY FOR THE APPLICANT:

**Hugh Cropper, IV
9923 Stephen Decatur Highway, D-2
Ocean City, Maryland 21842**

December 5, 2019

WORCESTER COUNTY PLANNING COMMISSION

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B.	Attachments to the Staff Report:	
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5.	Memo dated October 8, 2019 requesting comments	Pages 34 - 35

I. INTRODUCTORY DATA

- A. CASE NUMBER: Rezoning Case No. 424, filed on September 30, 2019.
- B. APPLICANT: Stockyard, Inc.
12913 Ocean Gateway
Ocean City, Maryland 21842
- APPLICANTS' ATTORNEY: Hugh Cropper, IV
9923 Stephen Decatur Highway, D-2
Ocean City, Maryland 21842
- C. TAX MAP/PARCEL: Tax Map 27 - Part of Parcel 569 - Tax District 10
- D. SIZE: The petitioned area is approximately 0.25 acres in size. It is part of a larger parcel which is itself approximately 4.18 acres in size. According to the application, the petitioned area has been added to Parcel 569 by virtue of a boundary line adjustment.
- E. LOCATION: The petitioned area is located to the north of US Route 50 and east of Golf Course Road, at the bayfront in West Ocean City. It is immediately north of the Hooper's Restaurant which is located on Parcel 569.
- F. CURRENT USE OF PETITIONED AREA: According to the application, the site has been used as an accessory area to the Hooper's Restaurant.
- G. CURRENT ZONING CLASSIFICATION: R-3 Multi-Family Residential District (0.23 acres) and RP Resource Protection District (0.02 acres). The original portion of Parcel 569 is zoned C-2 General Commercial District and the zoning boundary followed the northerly property line of Parcel 569 as it existed in 2009.
- H. REQUESTED ZONING CLASSIFICATION: C-2 General Commercial District.
- I. ZONING HISTORY: At the time zoning was first established in the 1960s the petitioned area was given a R-4 Hotel/Motel District classification, as was Parcel 569. The area was rezoned to B-2 General Business District to a depth of approximately 950 feet from the US Route 50 right-of-way by Rezoning Case No. 122 approved on April 18, 1978. During the 1992 comprehensive rezoning, the petitioned area was given a R-3 Multi-Family Residential District zoning classification and Parcel 569 was retained in the B-2 General Business District classification. During the 2009 comprehensive rezoning the petitioned area was again placed in the R-3 Multi-Family Residential District, with waterfront sensitive areas given an RP Resource Protection District zoning classification.

Parcel 569 was given a C-2 General Commercial District classification, with the boundary being the northerly rear property line of Parcel 569 as it existed at that time.

- J. SURROUNDING ZONING: The properties directly to the west of the petitioned area are also zoned C-2 General Commercial District while those to the north rear are zoned R-3 Multi-Family Residential District and RP Resource Protection District.
- K. COMPREHENSIVE PLAN: According to the 2006 Comprehensive Plan and associated land use map, the petitioned area is within the Commercial Center Land Use Category.
- L. WATER AND WASTEWATER: According to the response memo from Robert J. Mitchell, Director of the Department of Environmental Programs (copy attached), the subject property has designations of Water and Sewer Service Category W-1 and S-1 (immediate to two year time frame) in the Master Water and Sewerage Plan.
- M. ROAD ACCESS: The petitioned area itself does not have direct frontage or direct access onto any roadway. The subject property of which the petitioned area is a part fronts on and currently has access to US Route 50. This roadway is state-owned and -maintained. The Comprehensive Plan classifies US Route 50 as a multi-lane divided primary highway/arterial highway.

II. APPLICANT'S TESTIMONY BEFORE THE PLANNING COMMISSION

- A. Hugh Cropper, IV, applicant's attorney, Pete and Royette Shepherd, property owners, and Frank Lynch, surveyor, were present for the review. Mr. Cropper stated that he was requesting the change in zoning solely on the basis of a mistake in existing zoning. Mr. Cropper submitted a color copy of the property survey highlighting the area petitioned for rezoning at Applicant's Exhibit No. 1 and stated that if the rezoning is approved, the zoning district boundary will follow the revised property line of the recorded 2015 boundary line adjustment plat. He asserted that this is an easily justifiable rezoning. He stated that the Shepherds have owned the Hooper's property for over 30 years and the upland portion of the petitioned area has been used as needed for the restaurant for that same period of time. Mr. Cropper maintained that since the petitioned area was used for the restaurant then and is still used for the restaurant, it was therefore a mistake to have zoned it R-3 Multi-Family Residential District and RP Resource Protection District in 2009, albeit one made in good faith. He stated that he understood that the County Commissioners could not review each and every parcel during the comprehensive rezoning to verify that the zoning matched the use area. He stated

that the proposed rezoning is also a refinement in that it will follow the actual use area and the adjusted boundary line.

Frank Lynch was called as the first witness. Mr. Cropper asked Mr. Lynch about survey work he had done on the adjoining properties and how long the petitioned area had been utilized commercially in conjunction with the Hooper's Restaurant. Mr. Lynch responded that he had done survey work for Jack Burbage when he was developing the adjacent Seaside Village project and that he surveyed the encroachment of the use area onto Mr. Burbage's property. This encroachment area is now the petitioned area. Mr. Cropper also stated that the petitioned area was used commercially before the Atlantic Coastal Bays Critical Area Laws were enacted and asserted that the State Critical Area Commission has no issue with the proposed rezoning. He noted that the petitioned area was and is currently used for storage of vehicle trailers, tents and overflow parking, among other things. Submitted as Applicant's Exhibit No. 2 was an aerial photograph of the parking lot and the petitioned area illustrating its use as an overflow parking area. Submitted as Applicant's Exhibit No. 3 was an aerial photograph of the petitioned area in closer view. Mr. Lynch stated that he agreed with Mr. Cropper's assertion that it was a mistake to have given the petitioned area R-3 Multi-Family Residential District and RP Resource Protection District zoning classifications in 2009 because it was used commercially with the restaurant and has since been added to the Hooper's Restaurant property owned by the Shepherds. Mr. Cropper stated that this refinement will bring the currently non-conforming use of the petitioned area into conformance with the zoning. Submitted as Applicant's Exhibit No. 4 was a copy of the Land Use Map from the Worcester County Comprehensive Plan, showing the petitioned area to be within the Commercial Center Land Use Category.

With regard to public facilities, Mr. Cropper noted that the petitioned area is currently within the W-1 and S-1 categories (immediate to two year time frame) in the County's Master Water and Sewer Plan. He stated that the site is served by an existing access through the Hooper's Restaurant development and that the proposed rezoning will have no impact on traffic. Mr. Cropper asserted that the vicinity surrounding the petitioned area is already developed and commercial zoning on the petitioned area will be consistent with existing zoning and development in the area. More so, it will be consistent with the existing use on the petitioned area.

Mr. Cropper in summary stated that this was a simple rezoning application, for one-quarter of an acre, for a commercial use area that has been utilized for over 30 years and should have been included with the commercial zoning of the Hooper's Restaurant property during the comprehensive rezoning of 2009. He stated that the area is important to the property owner and they need it for their business uses.

He finished his presentation by stating that the existing R-3 Multi-Family Residential District and RP Resource Protection District zoning on the property is a mistake, that the requested C-2 General Commercial District classification is more in keeping with the Comprehensive Plan and that the petitioned area is within the Intensely Developed Area buffer management area under the Critical Area law.

III. PLANNING COMMISSION'S FINDINGS AND CONCLUSIONS

- A. Regarding the definition of the neighborhood: The Planning Commission found that because Mr. Cropper was basing his argument for rezoning solely upon a claim of mistake in existing zoning, a definition of the neighborhood was not applicable.
- B. Regarding population change: The Planning Commission concluded that there has been no significant change to the population of the vicinity surrounding the petitioned area since the comprehensive rezoning of 2009.
- C. Regarding availability of public facilities: The Planning Commission found that as it pertains to wastewater disposal and the provision of potable water, Robert J. Mitchell, Director of the Department of Environmental Programs, indicated in his response memo (copy attached) that the subject property has designations of Water and Sewer Service Category W-1 and S-1 (immediate to two year time frame) in the Master Water and Sewerage Plan. According to the Worcester County Soil Survey the primary soil types on the petitioned area have severe limitations to on-site wastewater disposal. Fire and ambulance service will be available from the Ocean City Fire Company's station on Keyser Point Road, located a short distance to the west of the petitioned area. No comments were received from the fire company with regard to this review. Police protection will be available from the Maryland State Police Barracks in Berlin, approximately ten minutes away, and the Worcester County Sheriff's Department in Snow Hill, approximately thirty minutes away. No comments were received from the Maryland State Police Barracks or the Worcester County Sheriff's Department. The petitioned area is within the area served by the following schools: Ocean City Elementary School, Berlin Intermediate School, Stephen Decatur Middle School, and Stephen Decatur High School. No comments were received from the Worcester County Board of Education. In consideration of its review, the Planning Commission found that there will be no negative impacts to public facilities and services resulting from the proposed rezoning.
- D. Regarding present and future transportation patterns: The Planning Commission found that the petitioned area itself does not have direct frontage or direct access onto any roadway. The subject property of which the petitioned area is a part

fronts on and currently has access to US Route 50. This roadway is state-owned and -maintained. The Comprehensive Plan classifies US Route 50 as a multi-lane divided primary highway/arterial highway. With regard to US Route 50 the Comprehensive Plan states that development should be limited until capacity is no longer impacted and that the amount of commercial zoning along US Route 50 should be reduced to maintain its capacity. No comments with regard to this rezoning application were received from either the State Highway Administration District 1 or from the Worcester County Roads Superintendent. Based upon its review, the Planning Commission found that there will be no negative impact to the transportation patterns arising from the proposed rezoning of the petitioned area.

- E. Regarding compatibility with existing and proposed development and existing environmental conditions in the area, including having no adverse impact to waters included on the State's impaired waters list or having an established total maximum daily load requirement: The Planning Commission found that the petitioned area has been utilized in conjunction with the adjacent Hooper's Restaurant for many, many years and has coexisted with the residences and other commercial land uses in the area. The Planning Commission found that the proposed rezoning will not have any adverse impacts on environmental concerns. The petitioned area is within the Atlantic Coastal Bays Critical Area and is classified as being within the Intensely Developed Area (IDA) area under the County's Critical Area regulations. The Planning Commission noted that, according to the memo from Robert J. Mitchell, Director of the Department of Environmental Programs, that was attached to the staff report, IDAs are areas where residential, commercial, institutional and/or industrial uses predominate and where relatively little natural habitat occurs or remains and that therefore there do not seem to be any outstanding issues with the proposed rezoning and the Critical Area. Mr. Mitchell stated that a notification was sent to the State Critical Area Commission and they had no objections to this rezoning. Mr. Mitchell further stated that the authorized use of the property under the Code would not change the application of setbacks and other regulatory controls applied toward any future use or redevelopment construction. Based upon its review, the Planning Commission found that the proposed rezoning of the petitioned area from R-3 Multi-Family Residential District to C-2 General Commercial District is compatible with existing and proposed development and existing environmental conditions in the area.
- F. Regarding compatibility with the Comprehensive Plan: The Planning Commission found that according to the Comprehensive Plan and associated land use plan map, the petitioned area lies within the Commercial Center Land Use Category. With regard to the Commercial Center category the Comprehensive Plan states that this category designates sufficient area to provide for anticipated

needs for business, light industry, and other compatible uses and that retail, offices, cultural/entertainment, services, mixed uses, warehouses, civic, light manufacturing and wholesaling would locate in commercial centers. The Comprehensive Plan also states that commercial areas by their nature locate on prominent sites and can visually dominate a community and that, for this reason, special attention must be given to the volume, location and design of these uses. The first step is to balance supply with demand. The Planning Commission found that the petitioned area has been used in the past and continues to be used for storage of vehicle trailers, tents and overflow parking, among other things, associated with the Hooper's Restaurant. Based upon its review the Planning Commission found that the proposed rezoning of the petitioned area from R-3 Multi-Family Residential District to C-2 General Commercial District is compatible with the Comprehensive Plan and in keeping with its goals and objectives.

IV. PLANNING COMMISSION RECOMMENDATION

- A. In consideration of its findings and testimony provided to the Commission, the Planning Commission concluded that there is a mistake in the existing zoning of the petitioned area. The Planning Commission found that the petitioned area has been used as needed for over 30 years for commercial purposes in conjunction with the adjacent restaurant and was commercially zoned until the 1992 comprehensive rezoning, when it was changed to R-3 Multi-Family Residential District. The Planning Commission concluded that there has not been a change in the character of the neighborhood but that there is an issue with the consistency of the petitioned area's zoning classification with its long time use. Based upon its review, the Planning Commission concluded that a change in zoning would be more desirable in terms of the objectives of the Comprehensive Plan and gave a favorable recommendation to Rezoning Case No. 424, seeking a rezoning of the petitioned area from R-3 Multi-Family Residential District to C-2 General Commercial District.

V. RELATED MATERIALS AND ATTACHMENTS

STAFF REPORT

REZONING CASE NO. 424

PROPERTY OWNER: Stockyard, Inc.
12913 Ocean Gateway
Ocean City, Maryland 21842

ATTORNEY: Hugh Cropper, IV
9923 Stephen Decatur Highway, D-2
Ocean City, Maryland 21842

TAX MAP/PARCEL INFO: Tax Map 27 - Part of Parcel 569 - Tax District 10

SIZE: The petitioned area is approximately 0.25 acres in size. It is part of a larger parcel which is itself approximately 4.18 acres in size. According to the application, the petitioned area has been added to Parcel 569 by virtue of a boundary line adjustment.

LOCATION: The petitioned area is located to the north of US Route 50 and east of Golf Course Road, at the bayfront in West Ocean City. It is immediately north of the Hooper's Restaurant which is located on Parcel 569.

CURRENT USE OF PETITIONED AREA: According to the application, the petitioned area has been used as an accessory area to the Hooper's Restaurant.

CURRENT ZONING CLASSIFICATION: R-3 Multi-Family Residential District (0.23 acres) and RP Resource Protection District (0.02 acres). The original portion of Parcel 569 is zoned C-2 General Commercial District and the zoning boundary followed the northerly property line of Parcel 569 as it existed in 2009.

REQUESTED ZONING CLASSIFICATION: C-2 General Commercial District

APPLICANT'S BASIS FOR REZONING: According to the application, the request for rezoning is based on a mistake in existing zoning.

ZONING HISTORY: At the time zoning was first established in the 1960s the petitioned area was given a R-4 Hotel/Motel District classification, as was Parcel 569. The area was rezoned to B-2 General Business District to a depth of approximately 950 feet from the US Route 50 right-of-way by Rezoning Case No. 122 approved on April 18, 1978. During the 1992 comprehensive rezoning, the petitioned area was given a R-3 Multi-Family Residential District zoning classification and Parcel 569 was retained in the B-2 General Business District classification. During the 2009 comprehensive rezoning the petitioned area was again placed in the R-3 Multi-Family Residential District, with waterfront sensitive areas given an RP Resource Protection District zoning classification. Parcel 569 was given a C-2 General Commercial District

classification, with the boundary being the northerly rear property line of Parcel 569

SURROUNDING ZONING: The properties directly to the west of the petitioned area are also zoned C-2 General Commercial District while those to the north rear are zoned R-3 Multi-Family Residential District and RP Resource Protection District.

COMPREHENSIVE PLAN:

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

"This category designates sufficient area to provide for anticipated needs for business, light industry, and other compatible uses. Retail, offices, cultural/entertainment, services, mixed uses, warehouses, civic, light manufacturing and wholesaling would locate in commercial centers.

Commercial areas by their nature locate on prominent sites and can visually dominate a community. For this reason, special attention must be given to the volume, location and design of these uses. The first step is to balance supply with demand.

Strip commercial centers are discouraged.

Commercial areas provide important services but they should be developed to enhance community character. (Pages 16, 17)

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

-
- 2. Continue the dominance of agriculture and forestry uses throughout the county's less developed regions.
- 3. Maintain the character of the county's existing population centers.
- 4. Provide for appropriate residential, commercial, institutional, and industrial uses.
- 5. Locate new development in or near existing population centers and within planned growth centers.
- 6. Infill existing population centers without overwhelming their existing character.
-
- 8. Regulate development to minimize consumption of land, while continuing the county's rural and coastal character.
-
- 10. Locate employment centers close to the potential labor force.
-
- 15. Balance the supply of commercially zoned land with anticipated demand of year-

- round residents and seasonal visitors.
16. Locate major commercial and all industrial development in areas having adequate arterial road access or near such roads.
 17. Discourage highway strip development to maintain roadway capacity, safety, and character.
 -
 19. Limit rural development to uses compatible with agriculture and forestry.
 -
- (Pages 12, 13)

Also in Chapter 2 - Land Use, under the heading Commercial Land Supply, the Comprehensive Plan states:

"Based on industry standards for the relationship of commercial land to market size, an excessive amount of commercial zoning exists in Worcester County. Discounting half the vacant land in this category as unbuildable, the remaining land if developed would have the capacity to serve a population of over 2 million people; the County's peak seasonal population is less than 25 percent of this number." (Page 24)

This chapter also includes objectives related to Commercial Services. Certain of these state the following:

- "1. Locate commercial and service centers in major communities; existing towns should serve as commercial and service centers.
2. Provide for suitable locations for commercial centers able to meet the retailing and service needs of the population centers.
-
4. Bring into balance the amount of zoned commercial locations with the anticipated need with sufficient surplus to prevent undue land price escalation.
5. Locate commercial uses so they have arterial road access and are designed to be visually and functionally integrated into the community.
-" (Page 60)

In the same chapter, under the heading Commercial Facilities, the Comprehensive Plan states:

"Retailing is one of the largest employers in the County and is a significant contributor to the economy. Currently, designated commercial lands far outstrip the potential demand for such lands. When half of these lands are assumed to be undevelopable (wetlands and other constraints), the potential commercial uses can serve an additional population of over two million persons. The supply of commercial land should be brought more in line with potential demand. Otherwise, underutilized sites/facilities and unnecessary traffic congestion will result." (Page 62)

In Chapter Six - Public Infrastructure, the Comprehensive Plan includes several objectives,

including the following:

- "1. Meet existing public facility and service needs as a first priority. Health and safety shall take precedence.
 2. Permit development to occur only as rapidly as services can be provided.
 3. Ensure adequate public facilities are available to new development.
 4. Require new development to "pay its way" by providing adequate public facilities to meet the infrastructure demand it creates.
-" (Page 70)

Chapter Seven - Transportation of the Comprehensive Plan states that "Worcester's roadways experience morning and evening commuter peaks; however, they are dwarfed by summer resort traffic.Resort traffic causes the most noticeable congestion on US 50, US 113, US 13, MD 528, MD 589, MD 611, and MD 90." (Page 79)

This chapter also states that "c(C)ommercial development will have a significant impact on future congestion levels. Commercial uses generate significant traffic, so planning for the proper amount, location and design will be critical to maintain road capacity. The current amount and location of commercial zoned land poses problems for the road system, particularly for US 50." (Page 82)

In this same chapter, under the heading General Recommendations - Roadways, it states the following:

- "1. Acceptable Levels of Service -- It is this plan's policy that the minimal acceptable level of service for all roadways be LOS C. Developers shall be responsible for maintaining this standard.
-
3. Traffic studies -- Developers should provide traffic studies to assess the effect of each major development on the LOS of nearby roadways.
 4. Impacted Roads -- Roads that regularly have LOS D or below during weekly peaks are considered "impacted." Areas surrounding impacted roads should be planned for minimal development (infill existing lots). Plans and funding for improving such roads should be developed.
 5. Impacted Intersections -- Upgrade intersections that have fallen below a LOS C.
- (Page 87)

WATER AND WASTEWATER: According to the response memo from Robert J. Mitchell, Director of the Department of Environmental Programs (copy attached), the subject property has a designation of a Sewer and Water Service Category of S-1 and W-1 (Immediate to two-year time frame) in the Master Water and Sewerage Plan. No comments were received from John H. Tustin, P. E., Director of Public Works, or John Ross, P. E., Deputy Director of Public Works.

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

Ut - Urban land - Udorthents complex - - severe limitations to on-site wastewater disposal
Pu - Purnell peat - severe limitations to on-site wastewater disposal

EMERGENCY SERVICES: Fire and ambulance service will be available from the Ocean City Volunteer Fire Company's substation on Keyser Point Road, approximately five minutes away. No comments were received from the fire company with regard to this review. Police protection will be available from the Maryland State Police Barracks in Berlin, approximately ten minutes away, and the Worcester County Sheriff's Department in Snow Hill, approximately thirty minutes away. No comments were received from the Maryland State Police Barracks or from the Sheriff's Department.

ROADWAYS AND TRANSPORTATION: The petitioned area itself does not have direct frontage or direct access onto any roadway. The subject property of which the petitioned area is a part fronts on and currently has access to US Route 50. This roadway is state-owned and - maintained. The Comprehensive Plan classifies US Route 50 as a multi-lane divided primary highway/arterial highway. With regard to US Route 50 the Comprehensive Plan that development should be limited until capacity is no longer impacted and that the amount of commercial zoning along US Route 50 should be reduced to maintain its capacity. No comments with regard to this rezoning application were received from either the State Highway Administration District 1 or from the Worcester County Roads Superintendent

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

CHESAPEAKE/ATLANTIC COASTAL BAYS CRITICAL AREAS: According to Mr. Mitchell's memo (copy attached), the petitioned area is located within the Atlantic Coastal Bays Critical Area (ACBCA). He states that the parcel is designated as an Intensely Developed Area (IDA) and is allocated within the A-15 Buffer Management Area, that IDAs are areas where residential, commercial, institutional and/or industrial uses predominate and where relatively little natural habitat occurs or remains and that therefore there do not seem to be any outstanding issues with the proposed rezoning and the Critical Area. Mr. Mitchell states that a notification was sent to the State Critical Area Commission and they have no objections to this rezoning. Mr. Mitchell further states that adverse impacts to local waterways would not be uncontrolled with this proposed rezoning. The authorized use of the property under the code would not change the application of setbacks and other regulatory controls applied toward any future use or redevelopment construction.

FLOOD ZONE: The FIRM map indicates that the petitioned area is primarily within Zone AE (100 year floodplain with base flood elevation of 5 to 7 feet, depending on location).

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

INCORPORATED TOWNS: The site is within one mile of the corporate limits of Ocean City

ADDITIONAL COMMENTS RECEIVED: Comments received from various agencies, etc. are attached and are summarized as follows:

Kathryn Gordon, Deputy Director, Economic Development: No objection to the proposed rezoning.

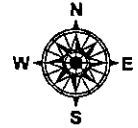
!!!!!!!!!!!!!!!!!!!!!!!!!!!!!!!! **IMPORTANT** !!!!!!!!!!!!!!!!!!!!!!!!!!!!!!!!!

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

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

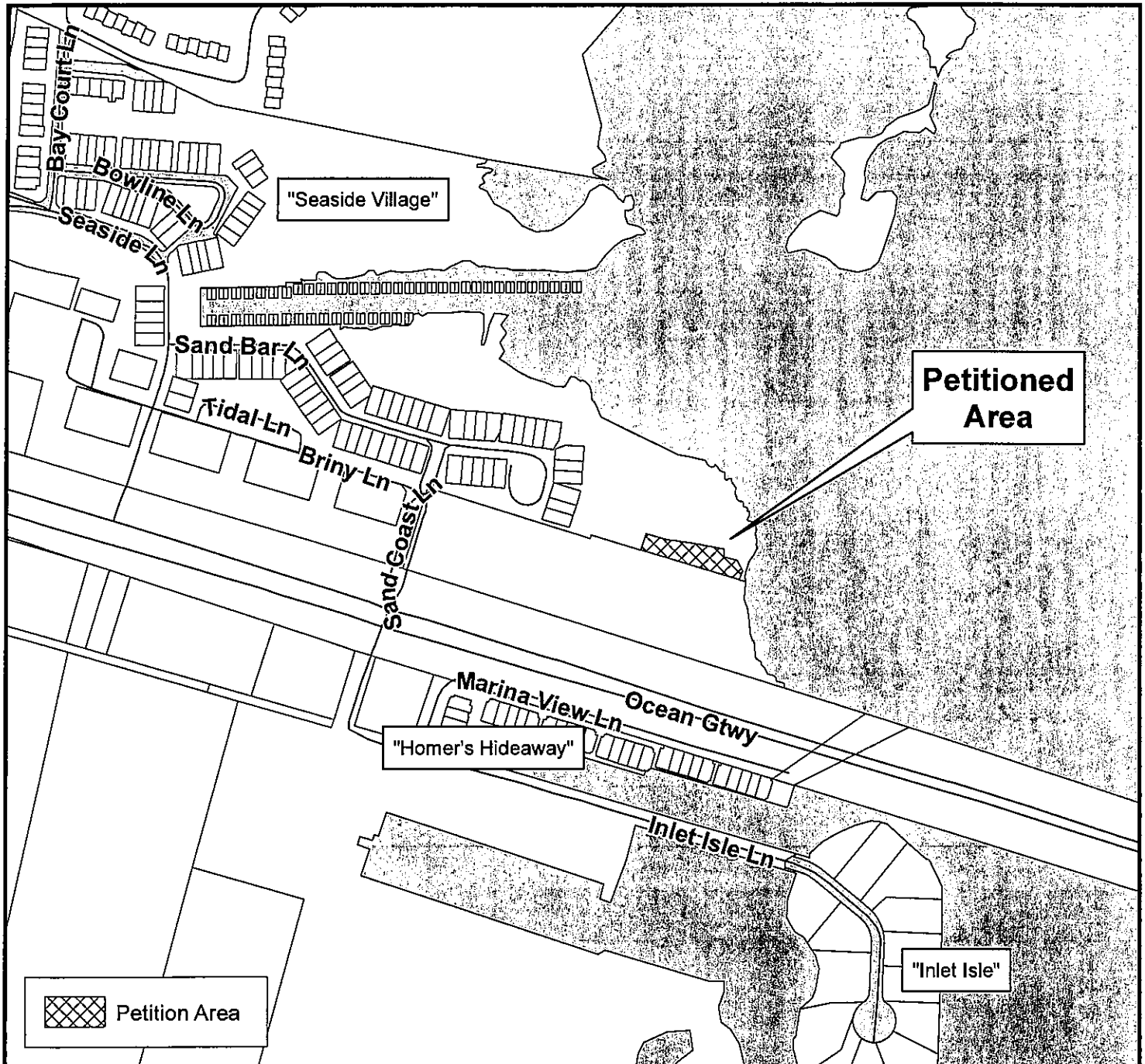


WORCESTER COUNTY, MARYLAND



REZONING CASE NO. 424
R-3 Multi- family Residential and RP Resource Protection to C-2 General Commercial District
Tax Map: 27, Parcel 569

LOCATION MAP



DEPARTMENT OF DEVELOPMENT REVIEW AND PERMITTING
Technical Services Division - Prepared October 2019

0 250 500
Feet

Source: Worcester County GIS Data Layers

This map is intended to be used for illustrative purposes only and is not to be used for regulatory action. Drawn By: KLH Reviewed By: PHW

REASONS FOR REZONING

This is an application for Map Amendment for approximately ¼ of an acre of land (.25) located on the north side of Hooper's Restaurant. This application is based solely upon a mistake in the November 3, 2009 Comprehensive Rezoning.

The property is currently zoned R-3, Multi-Family District (.23 acres), and RP, Resource Protection District (.02 acres).

The subject area has been used as an accessory area to the Hooper's Restaurant, which would be considered a C-2, General Commercial District type of use. The zoning line was originally drawn to follow the parcel line.

By virtue of a Boundary Line Adjustment, the area is now part of the Hooper's property. Therefore, the rezoning will bring the zoning boundary line in accordance with the property line. In summary, the rezoning will bring the existing commercial use into conformity.

Respectfully submitted



Hugh Cropper
Attorney for Property Owner
Stockyard, Inc.



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

OFFICE OF THE
COUNTY COMMISSIONERS

Worcester County

GOVERNMENT CENTER
ONE WEST MARKET STREET • ROOM 1103

SNOW HILL, MARYLAND

21863-1195

February 10, 2020

18

HAROLD L. HIGGINS, CPA
CHIEF ADMINISTRATIVE OFFICER

ROSCOE R. LESLIE
COUNTY ATTORNEY

If Introduced
Emergency Bill 20-1
Public Hearing on
March 17 (or March 3), 2020

TO: Harold L. Higgins, Chief Administrative Officer
FROM: Kelly Shannahan, Assistant Chief Administrative Officer *KL*
SUBJECT: Emergency Bill - Zoning - Off-Premises Parking

As requested by the County Commissioners at their meeting on February 4, 2020, attached is a draft Emergency Bill entitled Zoning - Off-Premises Parking which effectively increases the percentage of permitted off-premises parking permitted in a CM Commercial Marine zoning district from 50% to 90%. This bill may be introduced by the County Commissioners at their next legislative session on February 18, 2020 and a hearing may be scheduled for their next regularly scheduled Legislative Session on March 17, 2020, or they could schedule a Special Legislative Session on March 3, 2020 to conduct the public hearing. As an Emergency Bill, at least five of the Commissioners are required to pass the bill which will become effective immediately upon passage.

I understand that the Commissioners have been requested to introduce and adopt this legislation as quickly as possible for a pending project in the Commercial Marine District of the West Ocean City Harbor area. In case the Commissioners are inclined to schedule a Special Legislative Session to hear the bill on March 3, 2020, I asked Development Review & Permitting (DRP) Director Ed Tudor to present the draft bill to the Worcester County Planning Commission for their review as our code requires that all Zoning text amendments be first reviewed by the Planning Commission for comment before passage by the County Commissioners. The Planning Commission reviewed the draft bill at their meeting on February 6, 2020 and provided a unanimous unfavorable recommendation due to concerns regarding persistent illegal parking and traffic congestion in the West Ocean City Harbor area and the excessive nature of this request (see attached memo). - p.13

If you or the County Commissioners should have any questions or concerns with regard to this matter, please feel free to contact either me or DRP Director Ed Tudor.

EMERGENCY BILL 20-

BY:

INTRODUCED:

AN EMERGENCY BILL ENTITLED

AN ACT Concerning

Zoning - Off-Premises Parking

For the purpose of amending the provisions for off-premises parking in the CM Commercial Marine District to increase the allowable percentage of off-premises parking permitted.

Section 1. BE IT ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that Subsection ZS 1-320(h) of the Zoning and Subdivision Control Article of the Code of Public Local Laws of Worcester County, Maryland be repealed and reenacted to read as follows.

(h) Off-premises parking. In a C OR I ~~or CM~~ District and in a unified development located in any District, up to fifty percent of the parking required by Subsection (a) hereof may be provided off-premises, OR WHERE THE USE OR STRUCTURE IS LOCATED IN A CM DISTRICT, UP TO NINETY PERCENT OF THE PARKING REQUIRED BY SUBSECTION (A) HEREOF MAY BE PROVIDED OFF-PREMISES, provided that:

- (1) It is not located greater than five hundred feet from the building or use served by any off-premises parking. Distances shall be measured by the shortest walking path, using sidewalks and crosswalks, from the farthestmost point of the off-premises parking area.
- (2) The off-premises parking area is not separated from the buildings or uses by an arterial or collector highway as listed in § ZS 1-326 hereof.
- (3) Prior to the issuance of any building or zoning permit for any use or structure utilizing off-premises parking the owners shall execute a written contract, easement or agreement, acceptable to the County Attorney, providing for the continued use of any off-premises parking and all terms and conditions as originally approved by the Planning Commission which shall be recorded in the land records of Worcester County. Any certificate of occupancy issued for any use or structure utilizing off-premises parking shall be conditioned upon the continued availability of the required parking spaces. Any applicant and their successors shall annually provide the Department with certification that the required parking spaces are still available.

Section 2. BE IT FURTHER ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER

COUNTY, MARYLAND, that this Bill, having been declared an Emergency Bill, shall take effect immediately upon its passage.

PASSED this _____ day of _____, 2020.

DRAFT

ATTEST:

COUNTY COMMISSIONERS OF
WORCESTER COUNTY, MARYLAND

Harold L. Higgins
Chief Administrative Officer

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

EMERGENCY BILL 20-

BY:INTRODUCED:

AN EMERGENCY BILL ENTITLED

AN ACT Concerning

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- (h) Off-premises parking. In a C or I District and in a unified development located in any District, up to fifty percent of the parking required by Subsection (a) hereof may be provided off-premises, or where the use or structure is located in a CM District, up to ninety percent of the parking required by Subsection (a) hereof may be provided off-premises, provided that:
- (1) It is not located greater than five hundred feet from the building or use served by any off-premises parking. Distances shall be measured by the shortest walking path, using sidewalks and crosswalks, from the farthestmost point of the off-premises parking area.
 - (2) The off-premises parking area is not separated from the buildings or uses by an arterial or collector highway as listed in § ZS 1-326 hereof.
 - (3) Prior to the issuance of any building or zoning permit for any use or structure utilizing off-premises parking the owners shall execute a written contract, easement or agreement, acceptable to the County Attorney, providing for the continued use of any off-premises parking and all terms and conditions as originally approved by the Planning Commission which shall be recorded in the land records of Worcester County. Any certificate of occupancy issued for any use or structure utilizing off-premises parking shall be conditioned upon the continued availability of the required parking spaces. Any applicant and their successors shall annually provide the Department with certification that the required parking spaces are still available.

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PASSED this _____ day of _____, 2020.

DRAFT

ATTEST:

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Harold L. Higgins
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Diana Purnell

- (7) Utility rights-of-way.
- (8) Public transportation facilities.
- (9) Any other such reservations, dedications and agreements as deemed necessary by the approving authority so that the purpose and intent of this section is fulfilled.

Current Code

§ ZS 1-320. Off-street parking areas.

- (a) Off-street parking; required amounts. In every district, space for off-street parking of vehicles and bicycles shall be provided on the premises in accordance with the requirements of this section, except as otherwise modified. Where the calculation of required parking spaces results in a fraction of less than one-half, it shall be disregarded. Any fraction of one-half or more shall be rounded up to the next whole number. Where required, a bicycle rack shall hold a minimum of five bicycles. Off-street parking areas may occupy all or a portion of any required yard, unless otherwise prohibited or specified, in accordance with the following schedule of minimum and maximum requirements: [Amended 6-20-2017 by Bill No. 17-6]

Use Category	Minimum Motor Vehicle Spaces Required	Maximum Motor Vehicle Spaces Allowed	Bicycle Spaces Required
Household living:			
Manufactured/mobile homes	2	N/A	N/A
Single-family dwellings	2	N/A	N/A
Multi-family dwellings	2 per unit	2.5 per unit	1 rack per each 50 units or fraction thereof
Townhouses	2 per unit	2.5 per unit	1 rack per each 50 units or fraction thereof if units do not have garages
Accessory apartments	1 per unit	2 per unit	N/A
Group living:			
Group homes	0.25 per sleeping room plus 1 per each 2 staff persons	0.50 per sleeping room plus 1 per each staff person	1 rack
Nursing homes, rest homes, and dependent care living units	0.25 per bed plus 1 per each 2 staff persons	0.50 per bed plus 1 per each staff person	N/A

for the times of normal business hours on each property. Joint parking may only be approved where:

- (1) The number of parking spaces credited to any property or use does not exceed what is reasonably anticipated to be available as may be determined by the Planning Commission.
- (2) Any joint parking spaces intended to serve customers are located less than five hundred feet and spaces reserved for employees are located less than seven hundred fifty feet from the entrance of the building or use served by the joint parking. Distances shall be measured by the shortest walking path, using sidewalks and crosswalks, from the farthestmost point of the remote parking area.
- (3) The joint parking area is not separated from the buildings or uses by an arterial or collector highway as listed in § ZS 1-326 hereof.
- (4) Signage is provided that identifies the parking being jointly used, who those spaces are available to, and any restrictions that may apply.
- (5) Prior to the issuance of any building or zoning permit all parties execute a written agreement, acceptable to the County Attorney, providing for the joint use of any parking. The agreement shall be executed by all parties concerned and shall provide for the continuing joint use of the parking area according to the terms and conditions as originally approved by the Planning Commission and shall be recorded in the land records of Worcester County. Any certificate of occupancy issued pursuant to a joint parking agreement shall be conditioned upon the continued availability of the required parking spaces. Any applicant and his/her successors shall annually provide the Department with certification that the required parking spaces are still available.

(h) Off-premises parking. In a C, I or CM District and in a unified development located in any District, up to fifty percent of the parking required by Subsection (a) hereof may be provided off-premises, provided that:

- (1) It is not located greater than five hundred feet from the building or use served by any off-premises parking. Distances shall be measured by the shortest walking path, using sidewalks and crosswalks, from the farthestmost point of the off-premises parking area.
- (2) The off-premises parking area is not separated from the buildings or uses by an arterial or collector highway as listed in § ZS 1-326 hereof.
- (3) Prior to the issuance of any building or zoning permit for any use or structure utilizing off-premises parking the owners shall execute a written contract, easement or agreement, acceptable to the County Attorney, providing for the continued use of any off-premises parking and all terms and conditions as originally approved by the Planning Commission which shall be recorded in the land records of Worcester County. Any certificate of occupancy issued for any use or structure utilizing off-premises parking shall be conditioned upon the continued availability of the required parking spaces. Any applicant and his/her successors shall annually

provide the Department with certification that the required parking spaces are still available.

- (i) Parking in other than commercial, industrial or commercial marine districts. Parking in the A, E, V, R or RP Districts shall be permitted only for uses permitted in those districts.

§ ZS 1-321. Off-street loading spaces.

- (a) Number of loading spaces. Any commercial, industrial, business or other use requiring the receipt or distribution of materials or merchandise by tractor and trailer vehicles during normal business hours as determined by the approving authority shall be provided with off-street loading space(s) as follows: [Amended 7-22-2014 by Bill No. 14-5]
- (1) 5,000 to 50,000 square feet of gross floor area: 1 loading space required, with a maximum of 2 allowed.
 - (2) 50,001 to 100,000 square feet of gross floor area: 2 loading spaces required, with a maximum of 3 allowed.
 - (3) Greater than 100,000 square feet of gross floor area: 3 loading spaces required, with a maximum of 4 allowed.
- (b) Loading space size. Each loading space shall be not less than ten feet in width, sixty-five feet in length and fourteen feet in clear height.
- (c) Loading space location. Such space shall be located adjacent to the structure and may occupy part of any required yard except a front yard and shall not intrude into required landscape areas. They shall be designed to permit vehicle ingress and egress and required on-site turning of both delivery and customer vehicles without infringement on any public rights-of-way or other lot. Additionally, they shall not interfere with the access to or use of any required parking space or vehicular travelway. No loading area or space shall be located within twenty feet of any public street, public walkway or pedestrian walkway internal to a development or within any required or designated fire lane.
- (d) Loading space modifications. The loading space requirement specified in Subsection (a) hereof may be modified or waived by the Planning Commission where it is deemed that strict compliance would cause undue hardship on the applicant. [Added 7-22-2014 by Bill No. 14-5]

§ ZS 1-322. Landscaping, buffering and screening requirements.

- (a) Purpose. The purpose and intent of this section is to protect, preserve and promote the aesthetic appeal, scenic beauty, character and value of Worcester County; to promote the public health and safety through the reduction of noise pollution, flooding, stormwater runoff, air pollution, visual pollution or clutter, and light trespass or glare; to maintain, preserve and improve the appearance of the vehicular use areas and property abutting public rights-of-way; and to require buffering between incompatible land uses.

I need your help with the redevelopment of Mad Fish Restaurant. There are currently 19 parking spaces adjacent to the Mad Fish Restaurant. The remainder of the required parking is across South Harbor Road.

Cole Taustin has designed a new building. The new building is smaller, but it is pushed back from the water, to provide open space along the harbor. As a result, there are 9 or 10 parking spaces on the same side of South Harbor Road, as opposed to 19 parking spaces previously.

The Code states that up to 50% of the required parking may be off-premises subject to certain conditions (i.e. located not greater than 500 feet from the building; not separated by an arterial or collector highway; deed restricted as an accessory to the building). So, even the existing restaurant is non-conforming.

Mad Fish has more than the required parking, and the redevelopment will have even more parking, because the building will be smaller.

Unfortunately, almost 90% of the required parking is across the road.

This is a situation with all of the lots on the West Ocean City Harbor. They are surrounded by a road, so any substantial parking needs to be across the road.

I would request that you propose a text amendment to permit up to 90% of the required parking across the road. We would limit this to a Commercial Marine District, which only exists around the West Ocean City Commercial Harbor.

This would allow the Mad Fish Restaurant to redevelop in a much better way. It will allow that redevelopment to move forward.

It will also encourage the provision of more parking around the West Ocean City Harbor.

Believe it or not, if Mad Fish will be open for the summer of 2021, we need to get started right away. Could you line up a couple of Commissioners and sponsor this legislation so I do not have to go through the text amendment process?

I am happy to meet to discuss it further.

My handwritten revisions to the Code are attached. Thank you.

Hugh Cropper IV
Booth Cropper & Marriner, P.C.
9923 Stephen Decatur Highway, D-2
Ocean City, Maryland 21842
410-213-2681
www.bbcmllaw.com

Could you propose this as a Text Amendment this Tuesday? It doesn't need to be voted on Tuesday, I am just hoping that you can propose it. I am sure the Staff will want to re-write it.

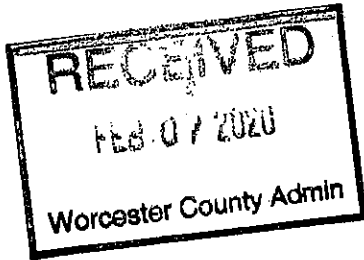
Thank you, and have a great weekend.

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provided parking, a listing of the peak hour(s) of parking demand for each property or site, a statement as to the nature of use of each site and its hours of operation, a statement as to the hours of service or resupply for the business located on each site, and any additional information required by the Planning Commission to effectively evaluate the request. In addition the applicants shall conduct no less than three site surveys, on different days and under different weather conditions, at least one of which shall be conducted on the busiest day of operation for each site, if one can be determined. The surveys shall depict the usage of the parking areas on an hourly basis for the times of normal business hours on each property. Joint parking may only be approved where:

- (1) The number of parking spaces credited to any property or use does not exceed what is reasonably anticipated to be available as may be determined by the Planning Commission.
 - (2) Any joint parking spaces intended to serve customers are located less than five hundred feet and spaces reserved for employees are located less than seven hundred fifty feet from the entrance of the building or use served by the joint parking. Distances shall be measured by the shortest walking path, using sidewalks and crosswalks, from the farthestmost point of the remote parking area.
 - (3) The joint parking area is not separated from the buildings or uses by an arterial or collector highway as listed in § ZS 1-326 hereof.
 - (4) Signage is provided that identifies the parking being jointly used, who those spaces are available to, and any restrictions that may apply.
 - (5) Prior to the issuance of any building or zoning permit all parties execute a written agreement, acceptable to the County Attorney, providing for the joint use of any parking. The agreement shall be executed by all parties concerned and shall provide for the continuing joint use of the parking area according to the terms and conditions as originally approved by the Planning Commission and shall be recorded in the land records of Worcester County. Any certificate of occupancy issued pursuant to a joint parking agreement shall be conditioned upon the continued availability of the required parking spaces. Any applicant and their successors shall annually provide the Department with certification that the required parking spaces are still available.
- (h) Off-premises parking. In a G, I or CM District and in a unified development located in any District, up to fifty percent of the parking required by Subsection (a) hereof may be provided off-premises, provided that:
- and where the principal permitted use is located in a Ed District, up to ninety percent of the parking required by Subsection (a) hereof may be provided off-premises,*
- (1) It is not located greater than five hundred feet from the building or use served by any off-premises parking. Distances shall be measured by the shortest walking path, using sidewalks and crosswalks, from the farthestmost point of the off-premises parking area.
 - (2) The off-premises parking area is not separated from the buildings or uses by an arterial or collector highway as listed in § ZS 1-326 hereof.
 - (3) Prior to the issuance of any building or zoning permit for any use or structure utilizing off-premises parking the owners shall execute a written contract, easement or agreement, acceptable to the County Attorney, providing for the continued use of any off-premises parking and all terms and conditions as originally approved by the Planning Commission which shall be recorded in the land records of Worcester County. Any certificate of occupancy issued for any use or structure utilizing off-premises parking shall be conditioned upon the continued availability of the required parking spaces. Any applicant and their successors shall annually provide the Department with certification that the required parking spaces are still available.



DEPARTMENT OF
DEVELOPMENT REVIEW AND PERMITTING

Worcester County

GOVERNMENT CENTER

ONE WEST MARKET STREET, ROOM 1201

SNOW HILL, MARYLAND 21863

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ZONING DIVISION
BUILDING DIVISION
DATA RESEARCH DIVISION

ADMINISTRATIVE DIVISION
CUSTOMER SERVICE DIVISION
TECHNICAL SERVICE DIVISION

MEMORANDUM

TO: Harold L. Higgins, Chief Administrative Officer
FROM: Edward A. Tudor, Director *EAT*
DATE: February 7, 2020
RE: Planning Commission Recommendation -
Text Amendment - Off-Premises Parking

Pursuant to your direction, I forwarded the emergency text amendment requested by the County Commissioners at their meeting on February 4, 2020 to the Planning Commission for its review and recommendation. The Planning Commission reviewed the proposed text amendment at its meeting on February 6, 2020.

Attached herewith you will find a memorandum from Phyllis H. Wimbrow, Deputy Director, outlining the Planning Commission's discussion in arriving at a unanimous unfavorable recommendation. I believe you will find it self-explanatory.

If you have any questions or need additional information, please let me know.

Attachments

cc: Phyllis H. Wimbrow, Deputy Director
Jennifer Keener, Zoning Administrator



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MEMORANDUM

TO: Edward A. Tudor, Director
FROM: Phyllis H. Wimbrow, Deputy Director *PHW*
DATE: February 6, 2020
RE: Planning Commission Recommendation - Text Amendment -
§ ZS 1-320(h) - Off-Premises Parking

The purpose of this memo is to forward the Planning Commission's comments and recommendation regarding the text amendment requested by the County Commissioners which seeks to amend the Zoning and Subdivision Control Article to increase the percentage of parking that may be provided off-premises for principal uses in the CM Commercial Marine District.

At present, in a C, I or CM District and in a unified development located in any District, up to 50 percent of the required parking may be provided off-premises provided certain conditions are met. The text amendment as proposed will increase this percentage to 90 percent where the principal permitted use is located in a CM District.

The Planning Commission reviewed the proposed text amendment at its meeting on February 6, 2020. The Planning Commission noted that the proposed amendment affects all properties in the CM District, not just a single property, and that most of the properties adjoining the West Ocean City Harbor are zoned CM District. Additionally, several restaurants are located in this area as well as other uses and some uses already have parking reductions and/or off-premises parking. The Planning Commission concluded that parking is already at a premium in this popular area and vehicles are oftentimes parked in public streets, on private property without appropriate permission, or elsewhere in the residential areas located around the Harbor, thus exacerbating frequent congestion. Although the conditions for off-premises parking require an contract, easement or agreement between the landowners providing for its continued availability and use, the Planning Commission is concerned about the true enforceability of this and whether a certificate of occupancy would be voided in the event the off-premises parking area was no longer available. Following the discussion the Planning Commission unanimously gave a unfavorable recommendation to the text amendment, concluding that allowing 90 percent of the required parking to be off-premises was excessive.

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



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MEMORANDUM

TO: Worcester County Planning Commission
FROM: Edward A. Tudor, Director *EAT*
DATE: February 5, 2020
RE: Text Amendment - Off-Premises Parking

Attached herewith you will find a copy of a text amendment requested by the County Commissioners at their meeting on February 4, 2020. It is my understanding that the Commissioners intend to introduce this bill as emergency legislation at their next meeting on February 18, 2020 and possibly hold the required public hearing as early as their meeting of March 3, 2020. Given that this date falls two days prior to your next meeting on March 5, 2020, your review and recommendation on the proposed bill at tomorrow's Planning Commission meeting is requested.

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

cc: Roscoe Leslie
Phyllis Wimbrow
Jennifer Keener

COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND

EMERGENCY BILL 20-

BY:

INTRODUCED:

AN EMERGENCY BILL ENTITLED

DRAFT

AN ACT Concerning

Zoning - Off-Premises Parking

For the purpose of amending the provisions for off-premises parking in the CM Commercial Marine District to increase the allowable percentage of off-premises parking permitted.

Section 1. BE IT ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that Subsection ZS 1-320(h) of the Zoning and Subdivision Control Article of the Code of Public Local Laws of Worcester County, Maryland be repealed and reenacted to read as follows.

(h) Off-premises parking. In a C, I or CM District and in a unified development located in any District, up to fifty percent of the parking required by Subsection (a) hereof may be provided off-premises, AND WHERE THE PRINCIPAL PERMITTED USE IS LOCATED IN A CM DISTRICT, UP TO NINETY PERCENT OF THE PARKING REQUIRED BY SUBSECTION (A) HEREOF MAY BE PROVIDED OFF-PREMISES, provided that:

- (1) It is not located greater than five hundred feet from the building or use served by any off-premises parking. Distances shall be measured by the shortest walking path, using sidewalks and crosswalks, from the farthestmost point of the off-premises parking area.
- (2) The off-premises parking area is not separated from the buildings or uses by an arterial or collector highway as listed in § ZS 1-326 hereof.
- (3) Prior to the issuance of any building or zoning permit for any use or structure utilizing off-premises parking the owners shall execute a written contract, easement or agreement, acceptable to the County Attorney, providing for the continued use of any off-premises parking and all terms and conditions as originally approved by the Planning Commission which shall be recorded in the land records of Worcester County. Any certificate of occupancy issued for any use or structure utilizing off-premises parking shall be conditioned upon the continued availability of the required parking spaces. Any applicant and their successors shall annually provide the Department with certification that the required parking spaces are still available.

Section 2. BE IT FURTHER ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that this Bill, having been declared an Emergency Bill, shall take effect immediately upon its passage.

PASSED this _____ day of _____, 2020.

DRAFT

ATTEST:

COUNTY COMMISSIONERS OF
WORCESTER COUNTY, MARYLAND

Harold L. Higgins
Chief Administrative Officer

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