

AGENDA

WORCESTER COUNTY COMMISSIONERS

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

June 18, 2019

Item #

- 9:00 AM - Vote to Meet In Closed Session in Commissioners' Conference Room - Room 1103
Government Center, One West Market Street, Snow Hill, Maryland
- 9:01 - Closed Session: Discussion regarding a matter concerning an industrial organization to expand or remain in the County; hiring a Part-Time Communications Clerk II for Emergency Services; posting to fill vacancies for a Welcome Center Greeter for Tourism, and Environmental Health Specialist IV for Environmental Programs, considering a revised position in the Library; and performing administrative functions
- 10:00 - Call to Order, Prayer (Arlene Page), Pledge of Allegiance
- 10:01 - Report on Closed Session; Review and Approval of Minutes
- 10:10 - Chief Administrative Officer: Administrative Matters 1-20
(Housing Rehabilitation Program - Bid Recommendation and Bid Package; Canon Managed Print Solution Lease Agreement for Health Department; Case Management Software System Grant Application for State's Attorney; FY20 Maryland Tourism Destination Marketing Grant Agreement; Proposed FY20 Recreation and Parks Projects; Waterway Improvement Grant for Public Landing Dredging; Board of Education FY20 Transmittal Schedule, Annual Budget Certification, and Teacher Salary Incentive Grant; Transfer of County Engineer to County Administration; Wor-Wic Community College FY20 Spending Authority; Adoption of Enterprise Fund Budgets for Water and Wastewater, Solid Waste, and Liquor Control; The Landings Sanitary Service Area Budget Problems; Standard Sewer Flow Calculations; Revised Fees for Application Processed by the Department of Environmental Programs; Request for Proposals for FY21 Insurance Benefits;; Pending Board Appointments; and potentially other administrative matters)
- 10:20 -
- 10:30 -
- 10:40 - Legislative Session - Introduction of Bills
- (Zoning - Building Signs) 21
- Countywide Rental License Program - including the following bills: (Zoning - Boarding and Lodging Rentals), (Taxation and Revenue - Licenses and Permits), (Taxation and Revenue - Hotel Rental Tax) and (Taxation and Revenue - Mobile and Manufactured Home Park Licenses) 22
- 10:50 -
- 11:00 - Chief Administrative Officer: Administrative Matters 1-20, continued
- 11:10 -
- 11:20 -
- 11:30 -
- 11:40 -
- 11:50 -
- 12:00 - Questions from the Press; County Commissioner's Remarks
- Lunch
- 3:00 PM - Tour of Showell Elementary Replacement School Construction Site with Board of Education 23
3:10 -
3:20 - **AGENDAS ARE SUBJECT TO CHANGE UNTIL THE TIME OF CONVENING**
3:30 -

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

Please be thoughtful and considerate of others.

Turn off your cell phones & pagers during the meeting!

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Minutes of the County Commissioners of Worcester County, Maryland

June 4, 2019

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

Following a motion by Commissioner Bertino, seconded by Commissioner Bunting, the Commissioners unanimously voted to meet in closed session at 8:59 a.m. in the Commissioners' Conference Room to discuss legal and personnel matters permitted under the provisions of Section 3-305(b)(1) 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 Maureen Howarth, Public Information Officer Kim Moses, and Human Resources Director Stacey Norton. Topics discussed and actions taken included: hiring Mary Cavallaro as an Accounting Intern for the Treasurer's Office and Kevin Masterson as IT Database Administrator/Programming Trainee for the IT Department; promoting Cindy Taylor from Corporal to Sergeant Kitchen Manager and hiring Taylor Armstrong and Depre Macock, Sr. as Correctional Officer Trainees at the Jail; promoting Paul Lambertson from Recycle Worker II to Recycling Utility Mechanic I and Brandon Barrier from Transfer Station Attendant to Landfill Operator I, and advertising to fill Mr. Barrier's former position within the Solid Waste Division of Public Works; considering a salary adjustment for two Youth Services Specialists for consistency within the FY20 budget; promoting Kathryn Gordon from Deputy Director to Director for Economic Development; posting to fill vacancies for new positions approved in the FY20 Operating Budget, including one Office Assistant III within Development Review and Permitting, one License Permit Clerk and two part-time, temporary Interns within Environmental Programs, three part-time Communications Clerk I's within Emergency Services, five part-time, temporary Roads Worker II's within the Roads Division of Public Works, two part-time, temporary Parks Worker I's within the Parks Division of Recreation and Parks, and one part-time Local History Librarian within the County Library; acknowledging personnel changes within the Sheriff's Office; and performing administrative functions, including discussing active shooter training, discussing potential board appointments, agreeing to attend the Maryland Association of Counties (MACo) Summer Conference, and agreeing to attend a site visit at the replacement Showell Elementary School (SES) with the Board of Elections (BOE).

Following a motion by Commissioner Mitrecic, seconded by Commissioner Elder, the Commissioners unanimously voted to adjourn their closed session at 9:55 a.m.

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

The Commissioners reviewed and approved the May 14, 2019 open work session minutes as presented and closed work session minutes as amended, as well as their May 21, 2019 open regular and work session minutes and closed session minutes as presented.

The Commissioners presented a proclamation to Jamie Manning, Assistant Director of Services within the Department of Social Services (DSS), Commission on Aging (COA) Director Rob Hart and other DSS professionals recognizing June 2019 as Elder Abuse Awareness Month and June 15 as Elder Abuse Awareness Day in Worcester County.

The Commissioners reviewed a letter from Superintendent of Schools Lou Taylor advising that the Board of Education (BOE) applied for and was awarded a grant of \$81,000 from the Interagency Commission on School Construction (IAC) to replace 313 interior security cameras at 13 public schools and purchase portable emergency radios for each of the elementary and middle schools. In his letter, Mr. Taylor advised that the total project will cost \$164,501, and final grant approval is contingent upon a County match. Upon a motion by Commissioner Bunting, the Commissioners unanimously approved the BOE request for matching County funds of \$83,494 for the proposed school safety upgrades. Chief Administrative Officer Harold Higgins advised that funding for this expense will come from the Designated Fund Balance.

Pursuant to the recommendation of Senior Budget Accountant Kim Reynolds and upon a motion by Commissioner Mitrecic, the Commissioners voted 6-0-1, with Commissioner Church abstaining from the vote due to a potential conflict of interest, to award the low bids for the Diakonia building one roofing at a total cost of \$11,200 and siding at a total cost of \$21,806 to Robert's Coastal Construction of Ocean City, Maryland. Based on concerns from the Commissioners regarding the significant difference between the bid from Robert's Coastal Construction and the second lowest bid of \$26,527 for roofing and \$49,185 for siding from East Coast Contracting, Allyson Bernard-Church, President of the Diakonia Board of Directors, advised that her board originally discussed and was able to resolve those same concerns with the low bidder. The Commissioners agreed that their approval was contingent upon Robert's Coastal Construction providing more detailed specifications on their proposal and Diakonia confirming that materials equal to the quality proposed by East Coast Contracting and Spicer Bros would be used by Robert's for this work.

Pursuant to the recommendation of Recreation and Parks Director Tom Perlozzo and the request of Phil Houck of the Offshore Powerboat Association, and upon a motion by Commissioner Mitrecic, the Commissioners unanimously approved the use of two-thirds of the West Ocean City Commercial Harbor parking lot from September 27-29, 2019 for the National Championship Offshore Powerboat Association Race at Ocean City, with Mr. Houck to provide insurance, security, traffic control, and other assistance to the County as specified by Recreation

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and Parks.

Pursuant to the recommendation of Environmental Programs Director Bob Mitchell and upon a motion by Commissioner Mitrecic, the Commissioners voted 6-1, with Commissioner Elder voting in opposition, to authorize Commission President Purnell to sign the Agreement of Sale for the purchase of a Rural Legacy Area (RLA) conservation easement between E.S. Adkins & Company (Seller) and the County Commissioners of Worcester County, Maryland (Buyer), with FY18 and FY19 Dividing Creek RLA funds to cover the cost of an easement on approximately 914.04 acres of land located on Whitesburg Road and Corner House Road in Snow Hill and identified on Tax Map 61 as Parcels 8, 23, 13, 7, 42, and 11. Mr. Mitchell stated that this property, which is located within the Chesapeake Bay watershed adjacent to protected State forest land and located in the geographical center of the Dividing Creek RLA, is to be purchased at a cost of \$775 per acre, which is the lowest negotiated easement price per acre in the history of the RLA program in Worcester County. He further advised that the property has potential subdivision rights for 25 to 28 lots; however, the owner is surrendering all subdivision and development rights save one residence, and the owner must abide by impervious surface limits, which prohibit concentrated animal feeding operations (CAFOs), with the land to remain under one owner and in forestry.

In response to questions by Commissioner Elder, Mr. Mitchell stated that the property is currently utilized for farming and harvesting timber, the easement will not allow public access to the property, and will cost approximately \$700,000 in State funds that would be used elsewhere if not in Worcester County.

Pursuant to the recommendation of Mr. Mitchell and upon a motion by Commissioner Mitrecic, the Commissioners voted unanimously to renew the Independent Contractor's Agreement between Shockley Environmental Services (Bobby Shockley) and Worcester County for the review and recommendation of approval, denial, or revision of Stormwater Management (SWM) Plans and applications for exceptions and waivers as assigned by the County for a two-year period through June 30, 2021, with the contractor to receive 95% of the SWM fees collected by the County and to adopt Resolution No. 19-16 updating the Stormwater Management Plan Review Fee Schedule as requested.

Pursuant to the recommendation of Public Works Director John Tustin and upon a motion by Commissioner Mitrecic, the Commissioners unanimously authorized Commission President Purnell to sign the Deed of Assignment between the County Commissioners in their capacity as the governing body of the Ocean Pines Sanitary Service Area (SSA) and COX 122 Raceway, LLC (assignee) and Grays Corner, LLC (assignee) for the purchase of 10 equivalent dwelling units (EDUs) from the Ocean Pines Sanitary Service Area (SSA) at a cost of \$11,625 per EDU plus future capital improvement charges of \$13 per EDU for a total cost of \$121,380. Mr. Tustin advised that the properties, which are currently served by septic, are located on 3.18 acres of land (Crabs-To-Go) located on the northerly and southerly sides of Grays Corner Road and more specifically identified on Tax Map 21 as Parcels 170, 153, 154, 155, and 156 to construct sewer lines to serve the Crabs-To-Go business and future development.

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Pursuant to the request of Mr. Tustin and upon a motion by Commissioner Church, the Commissioners unanimously approved Change Order No. 2 for the construction of the piping and controls for connection of the Mystic Harbour Wastewater Treatment Plant (WWTP) effluent to the Eagle's Landing Golf Course. Mr. Tustin stated that this change order includes a no-cost extension to the contract completion time to April 18, 2019, based on a delay resulting from the effluent pump skid being delivered in late December, which pushed the installation into the winter months, the federal government shutdown, which caused delayed contract payments, and changes required in the pump station controls.

Pursuant to the recommendation of Mr. Tustin in response to the written request of Attorney Mark Cropper, on behalf of Cullen M. Burke, and upon a motion by Commissioner Bunting, the Commissioners unanimously approved the proposed quitclaim deed between the County Commissioners (Grantors) and Mr. Burke (Grantee), conveying a 15-foot-wide section of the 30-foot-wide unimproved road, known as Lindsey Lane and located adjacent to the easterly property line of the Grantee's land within the Bay Shore Acres subdivision. Mr. Tustin stated that there are no plans to improve this paper street.

The Commissioners met with Assistant Chief Administration Officer Kelly Shannahan to discuss staff's findings regarding a request from Commissioner Church to improve traffic safety at the intersection of Golf Course Road and Old Bridge Road in West Ocean City (WOC), following a vehicle accident that occurred on May 24, 2019. Mr. Shannahan advised that a tree located on the property at 12806 Old Bridge Road that exceeded the 42-inch maximum height limitation had impaired visibility at the intersection; however, staff contacted the owner who immediately thereafter had the tree removed. Mr. Shannahan also reviewed the results of a speed study conducted on Golf Course Road, which found that 85 percent of the drivers were traveling 39 miles per hour (mph) or less on this 30 mph road, with an average speed of 35 mph. He advised that staff recommends posting "Look Again" signs and replacing the two-way stop signs on Old Bridge Road with four-way stop signs at the intersection. Mr. Shannahan extended his thanks to Zoning Inspector Lisa Wilkens for her efforts to locate and contact the non-resident property owners at 12806 Old Bridge Road to resolve the visibility issue.

Following some discussion and upon a motion by Commissioner Church, the Commissioners unanimously agreed to initially post "Look Again" signs and post four-way stop signs at this intersection as soon as possible.

The Commissioners reviewed and discussed various board appointments.

Upon a nomination by Commissioner Mitrecic, the Commissioners unanimously agreed to appoint Ashley Harrison to the Economic Development Advisory Board for the remainder of a four-year term expiring December 31, 2021 to replace Greg Shockley whose term expired.

Pursuant to the request of County Attorney Maureen Howarth and upon a motion by Commissioner Nordstrom, the Commissioners unanimously authorized Commission President Purnell to sign a renewal three-year contract with West Publishing Corporation, the County's legal research database, at a monthly cost of \$228, with a 3% escalator cost per year.

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The Commissioners recessed until 10:40 a.m.

The Commissioners conducted a public hearing on the proposed FY19/20 Water and Wastewater Enterprise Fund operating budgets, assessments, user charges, and other charges for each of the 11 Sanitary Service Areas (SSA) and sub-areas operated by the Worcester County Department of Public Works, Water & Wastewater (W&WW) Division, with individual rates set to cover the operating and maintenance costs for each SSA. Enterprise Fund Controller Jessica Wilson reviewed the proposed budgets for the County's various service areas, advising that user charges cover the operation and maintenance of these facilities, and while an attempt is made to keep the rate structures similar among the service areas, these rates are SSA specific. In addition to user fees, a debt service assessment is levied to repay bonds and loans for capital improvements to the water and sewer infrastructure that is financed by the County, and all assessments are based per equivalent dwelling unit (EDU), with debt service charges in the Mystic Harbour, Ocean Pines, Newark, Oyster Harbor, Riddle Farm, and Snug Harbour service areas or sub-areas. Ms. Wilson stated that there are no proposed rate increases in the Newark and West Ocean City (WOC) SSAs. She then reviewed the proposed rate increases in the other service areas.

Assateague Point would see an increase from \$85 to \$90 per park trailer, per quarter water and sewer flat charge, increase from \$135.50 to \$140.50 per EDU per quarter domestic sewer flat charge, and a new grinder pump flat surcharge of \$15 per lot; Briddletown would see an increase from \$61 to \$66 per EDU per quarter domestic water flat charge; increase from \$22 to \$27 per EDU per quarter swimming pool flat charge; increase from \$50 to \$60 per EDU per quarter irrigation system flat charge; and commercial water base rates ranging from \$49.50 to \$412.50 at present to \$53 to \$441.50 based on total EDUs; Edgewater Acres would increase the first three tiers water usage charges ranging from \$7.25 to \$9 at present to \$8 to \$10 per thousand gallons, and increase from \$93 to \$98 per EDU per quarter domestic water flat charge; The Landings would see an increase from \$230 to 240 per EDU per quarter domestic water and sewer base fee, increase from \$32 to \$37 per EDU per quarter Lewis Road domestic water and sewer base fee, increase from \$220 to \$230 per EDU per quarter accessibility fee, and new commercial water and sewer base fees ranging from \$275 to \$2,300 based on total EDUs and usage charges ranging from \$4 to \$10 per thousand gallons; Lighthouse Sound would see an increase from \$210 to \$215 per EDU per quarter domestic sewer flat charge, and increase from \$85 to \$100 per EDU per quarter accessibility fee; Mystic Harbour would see an increase from \$168 to \$173 per EDU per quarter domestic water and sewer base fee, increase from \$168 to \$172 per EDU per quarter domestic sewer flat charge, and increase in commercial water and sewer base fees ranging from \$198 to \$1,650 at present to \$212 to \$1,766 based on total EDUs; Ocean Pines would increase from \$170 to \$175 per EDU per quarter domestic water and sewer base fee, increase from \$158 to \$161.75 per EDU per quarter domestic sewer flat charge, increase White Horse Park domestic water and sewer flat charge from \$134 to \$138 per lot per quarter, increase in commercial water and sewer base fees ranging from \$198 to \$1,650 at present to \$212 to \$1,766 based on total EDUs, and increase from \$13 to \$20 per EDU per quarter supplemental debt service; Riddle Farm would see an increase from \$180 to \$190 per EDU per quarter domestic water and sewer base fee, increase from \$140 to \$150 per EDU per quarter accessibility fee, increase in commercial water and sewer base fees ranging from \$198 to \$1,650 at present to \$212 to \$1,766

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based on total EDUs; and new \$9 per EDU per quarter debt service; and River Run increase from \$53.13 to \$54.69 per EDU per quarter domestic water base fee. In closing, Ms. Wilson thanked members of the Ocean Pines, Mystic Harbour and West Ocean City Water and Sewer Advisory Councils for their assistance in developing balanced budgets.

Commissioner Purnell opened the floor to receive public comment.

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

Following some discussion and upon a motion by Commissioner Bunting, the Commissioners conceptually approved the proposed FY20 W&WW Enterprise Fund operating budgets, assessments, user charges, and other charges, and agreed to adopt the formal resolution at their next meeting on June 18, 2019.

The Commissioners conducted a public hearing on the Solid Waste Enterprise Fund FY20 Requested Operating Budget of \$2,918,316, representing a decrease of \$3,103,345 or (52%) due to the transfer of costs associated with operating the homeowner convenience centers (HOCC) and Recycling from the Solid Waste Enterprise Fund to the General Fund. Ms. Wilson stated that this budget maintains the current tipping fees of \$70 per ton for municipal waste and \$80 per ton for construction and demolition debris, HOCC permits to remain at \$100 for the first two vehicles and \$100 for the third and additional vehicles within each household, and an optional Pay-As-You-Throw cost of \$1 per bag for each 33-gallon bag disposed at any HOCC. The only proposed increase in fees is for car tires, and they are no longer budgeting for reserves to pay for the next landfill cell. Ms. Wilson thanked the Solid Waste Advisory Board members for their review during the budgeting process and for the input they bring from the community.

Commissioner Purnell opened the floor to receive public comments.

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

Following some discussion and upon a motion by Commissioner Bertino, the Commissioners conceptually approve the proposed FY20 Solid Waste Enterprise Fund Operating Budget and agreed to adopt the formal resolution at their next meeting on June 18, 2019.

The Commissioners conducted a public hearing to receive comment on the proposed Liquor Control Enterprise Fund FY20 Operating Budget of \$915,000. This is the last remaining facet of the former Department of Liquor Control (DLC), as wholesale operations ceased in 2016, and all of the other Shore Spirits Retail Liquor Stores (RLS) were transferred to private ownership. The proposed budget allows for continued operations of the Pocomoke retail liquor store until ownership is transferred to Kalpesh Patel at the conclusion of the license appeal process.

Commissioner Purnell opened the floor to receive public comments.

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

Upon a motion by Commissioner Nordstrom, the Commissioners conceptually approved the proposed Liquor Control Enterprise Fund Requested FY20 Operating Budget and agreed to adopt the formal resolution at their next meeting on June 18, 2019.

Pursuant to the recommendation of Public Information Officer Kim Moses in response to a request from Michael Franklin, President and Chief Executive Officer of Atlantic General Hospital (AGH), and upon a motion by Commissioner Bertino, the Commissioners unanimously

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authorized Commission President Purnell to sign a letter supporting the application of AGH to the Maryland Hospital Association under the 2019 Hospital Bond Project Review Program for a grant of \$2,122,911 to construct a freestanding ambulatory surgery center near Ocean Pines.

The Commissioners reviewed a memo from Mr. Shannahan regarding the County Income Tax rate increase from 1.75% to 2.25% effective January 1, 2020, as agreed by the Commissioners at their May 21, 2019 work session. Upon a motion by Commissioner Bertino, the Commissioners unanimously agreed to adopt Resolution 19-17 upon amending said resolution to state that “additional revenues derived from the increase in the County income tax rate will be dedicated to fund Other Post-Employment Benefits (OPEB) to address requirements of Governmental Accounting Board Statement No. 43 and 45 for County and Board of Education employees.”

The Commissioners recessed for five minutes.

Upon their return to open session, the Commissioners signed Resolution No. 19-17 amending the County income tax rate as revised.

Chief Administrative Officer Harold Higgins reviewed the final proposed FY18 Operating Budget of \$201,285,552 for the coming fiscal year, which reflects an increase of \$11,254,833 or 5.9% more than the FY19 budget while reducing the requested expenditures of \$202.6 million by \$1.5 million. Mr. Higgins thanked the Commissioners, Budget Officer Kathy Whited, and Finance Officer Phil Thompson for their continued support throughout the budget process. The County budget includes funding to the Board of Education (BOE) in the amount of \$91,637,706, which is an increase of \$4,175,931 over the FY19 budget, plus debt service of \$11,763,756 for total County funding of \$103,401,462 or 51.3% of the County’s total estimated revenue. The overall County budget for County Government employees includes a 2% Cost of Living (COLA) and Step increment of 2.5% in July 2019, and longevity pay for those eligible. Significant increases in budgeted expenditures for FY20 include an additional \$4.5 million for Other Post-Employment Benefits (OPEB) to address the requirements of Governmental Accounting Board Statement No. 43 and 45 for County and Board of Education employees, \$3 million for the Board of Education (BOE) operating expenses and new debt service for the Showell Elementary School, \$1.6 million for waste collection (Homeowner Convenience Centers) and recycling operations, \$1.1 million more for public safety, including new P25 radio equipment and increased funding for volunteer fire and ambulance companies, and \$600,000 for parks projects, most of which will be reimbursed by State Program Open Space (POS) grant funds. The Emergency Services account for vehicle repairs was inadvertently deleted for \$13,500 to cover the cost to retrofit the special operations trailer and was added back to the budget. Room tax revenue for Unincorporated Areas has also been adjusted for an additional \$81,000 due to actual receipts and estimates for FY20. To fund the increased expenses, the real property tax rate will increase by \$0.01 to \$0.845 per \$100 of assessed value effective July 1, 2019, and the County’s local income tax rate will increase from 1.75% to 2.25% effective January 1, 2020.

Upon a motion by Commissioner Bunting, the Commissioners voted 6-1, with Commissioner Mitrecic voting in opposition, to adopt Resolution No. 19-18 adopting expense

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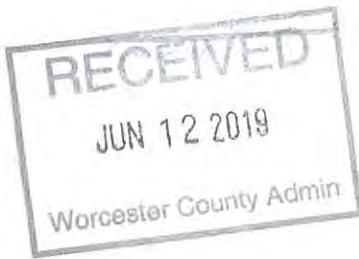
budgets and establishing tax rates for FY20, which reflects a real property tax rate of \$0.845 per \$100 of assessed value and a local income tax rate of 1.75% through December 31, 2019 and a local income tax rate of 2.25% effective January 1, 2020.

Commissioner Mitrecic stated that he is proud of what staff did with this budget overall, but he voted against the budget for the last four years and will do so again this year due to the unresolved issue involving the tax differential for Ocean City. He thanked his fellow Commissioners for approving increases in the grant to Ocean City for tourism and new pagers, but expressed concern that he may have been short-sighted when he went along with cuts to departmental requests for certain items and needed positions. He recognized that department heads simply asked for what they needed, and he apologized for not recognizing that and, therefore, putting them behind the eightball again next year by kicking the can down the road.

The Commissioners also voted separately on the requested FY20 BOE operating budget. Upon a motion by Commissioner Bunting, the Commissioners unanimously approved the FY20 BOE budget, which includes a payroll increase of \$2,353,403, which includes a step, longevity step for those eligible, and salary scale adjustments as negotiated with a 2% Cost of Living Adjustment (COLA) for teachers and support staff, a starting teacher pay increase of 2% from \$44,700 to \$45,594, and 2% increase to Bus Contractors' hourly rates and mileage rate.

Commissioner Bertino thanked everyone involved in the budget process and stated that, in light of the recent tragic shooting at the Virginia Beach government building where 12 government employees were killed, he requested that staff evaluate Worcester County Government facilities for safety. He further requested that staff investigate the feasibility of adding an emergency exit on the right side of the Commissioners' meeting room table. The Commissioners concurred.

The Commissioners answered questions from the press, after which they adjourned to meet again on June 18, 2019.



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/drpd/index.htm

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PLANNING 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
Date: 6/12/2019
Re: Housing Rehabilitation Program Bid Recommendation

A bid opening was held recently for a single-family home rehabilitation project in the Berlin area which is proposed to be funded through the County's current Housing Rehabilitation grant, MD-18-CD-21. A total of three bids were received; two by the 1:00 deadline and one bid after the deadline. The two bids present by the deadline were from Colossal Contractors in the amount of \$33,200 and \$29,160 from Poseidon Plumbing & Home Services. After reviewing the bids, it is my recommendation that the Commissioners accept the bid submitted by Poseidon Plumbing and Home Services in the amount of \$29,160 as low bidder. Copies of the competitive bid worksheet and the proposal from Poseidon Plumbing & Services are attached for your review.

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Competitive Bid Worksheet

**Item: Housing Rehabilitation Project in Berlin, MD - Worcester
County - Stroy Parks Property**

Bid Deadline/Opening Date: 1:00 P.M., Monday, June 10, 2019

Bids Received by deadline = 2

Stroy Parks
10237 Henry Road
Berlin, MD 21811

Contractor's Submitting Bids

Total Quote

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

\$ 33,200

Poseidon Plumbing & Home Services
12637 Sunset Ave. # 1
Ocean City, MD 21842

\$ 29,160



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

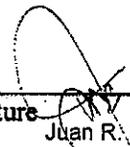
***must be signed to be valid**

**Property of Stroy Parks
10237 Henry Road
Berlin, MD 21811**

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 : \$ 33,200.00

Date: 06/07/2019

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 08/09/20
MHIC License #	Expiration Date



Colossal Contractors, Inc.

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

www.colossalcontractors.com

Stroy Parks
10237 Henry Road
Berlin, MD 21811
443-669-5392

4/28/19

SCOPE OF WORK

A: Remove toilet from hall bathroom, toilet to be reinstalled. Remove all finish flooring, underlayment, and water damaged floor sheathing. Make any necessary repairs to floor joists due to heavy water damage. Install new like size floor sheathing where damaged was removed. Sheathing to be glued and screw nailed in place. Install new cement board underlayment with all necessary preparations for finish floor installment. Install new builder grade tile flooring with necessary grout and cleaning. Reinstall existing toilet with new wax ring seal.

PRICE: \$4,800.00

B: Provide a complete environmental clean out of the crawlspace due to possible sewage contamination. Remove all insulation and vapor barrier. Remove existing crawlspace metal access door and replace with new. Install new R-19 Kraft faced fiberglass insulation in crawlspace floor system after environmental clean out. Install new 6 mil poly vapor barrier to completely cover crawlspace floor area.

PRICE: \$6,000.00

C: Remove all existing HVAC system including air handler, exterior compressor unit, and all supply and return ducts. Provide and install a new and complete builder grade heat pump system, properly sized per current HVAC requirements, ACCA's manual J or other recognized methodology, energy star rated system minimum 16 seer, including air handler, compressor, supply, and return duct work. All duct work to be supported; mastic sealed, and insulated in unconditioned areas per current Code requirements. Minimum, 20 year life. System is to be capable of heating the interior to 78 F when exterior temperature is 0 degrees f. Data for heat load/loss calculations shall be based on post rehabilitation conditions. Provide and install one new programmable thermostat.

PRICE: \$15,600.00

D: Electrical service panel is to be inspected by qualified electrician to determine condition and serviceability due to age and condition. Run new feed line from panel to well pump under house. Correct all open wiring and junction boxes missing cover plates. Correct two bedroom wall outlets with no power. Install globe on kitchen light missing globe. Install new State mandated 10 year lithium battery smoke detectors per current Code. Areas where wall or ceiling damage would be required for hard wired units, contractor may install battery operated units. Install GFCI outlets in kitchen, bathrooms, and exterior.

PRICE: \$6,800.00



Colossal Contractors, Inc.

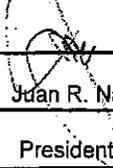
4601 Sandy Spring Road Burtonsville, Md 20866 • Tel: 301-476-9060 • Fax: 301-476-9064

www.colossalcontractors.com

Stroy Parks
10237 Henry Road
Berlin, MD 21811
443-669-5392

4/28/19

TOTAL PRICE: \$33,200.00

SIGNATURE: 

PRINTED NAME: Juan R. Navarro

TITLE: President

COMPANY NAME: Colossal Contractors, Inc.

ADDRESS: 4601 Sandy Spring Rd.
Burtonsville, MD 20866

PHONE NUMBERS: **OFFICE:** 301-476-9060 **CELL:**

MHIC#: 122805 **EXPIRATION DATE:** 08/09/20

DATE OF PROPOSAL: 06/07/2019



Property of Story Parks
10237 Henry Road
Berlin, MD 21811
443-669-5392

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: \$ 29,160.00

Date: 6/4/19



Signature

Matt Steeb

Typed Name

controller

Title

Poseidon Plumbing and Home Services

Company Name

12637 sunset Ave #1

Address

Ocean city, MD 21842

410-251-1096

Phone Number(s)

135020 10-12-2019

MHIC License #

Expiration Date

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

SCOPE OF WORK

A: Remove toilet from hall bathroom, toilet to be reinstalled. Remove all finish flooring, underlayment, and water damaged floor sheathing. Make any necessary repairs to floor joists due to heavy water damage. Install new like size floor sheathing where damaged was removed. Sheathing to be glued and screw nailed in place. Install new cement board underlayment with all necessary preparations for finish floor installment. Install new builder grade tile flooring with necessary grout and cleaning. Reinstall existing toilet with new wax ring seal.

3340.00
~~PRICE: 3,200.00~~

B: Provide a complete environmental clean out of the crawlspace due to possible sewage contamination. Remove all insulation and vapor barrier. Remove existing crawlspace metal access door and replace with new. Install new R-19 Kraft faced fiberglass insulation in crawlspace floor system after environmental clean out. Install new 6 mil poly vapor barrier to completely cover crawlspace floor area.

7040
~~PRICE: 6740~~

C: Remove all existing HVAC system including air handler, exterior compressor unit, and all supply and return ducts. Provide and install a new and complete builder grade heat pump system, properly sized per current HVAC requirements, ACCA's manual J or other recognized methodology, energy star rated system minimum 16 seer, including air handler, compressor, supply, and return duct work. All duct work to be supported; mastic sealed, and insulated in unconditioned areas per current Code requirements. Minimum, 20 year life. System is to be capable of heating the interior to 78 F when exterior temperature is 0 degrees f. Data for heat load/loss calculations shall be based on post rehabilitation conditions. Provide and install one new programmable thermostat.

PRICE: 16,000

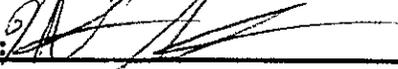
D: Electrical service panel is to be inspected by qualified electrician to determine condition and serviceability due to age and condition. Run new feed line from panel to well pump under house. Correct all open wiring and junction boxes missing cover plates. Correct two bedroom wall outlets with no power. Install globe on kitchen light missing globe. Install new State mandated 10 year lithium battery smoke detectors per current Code. Areas where wall or ceiling damage would be required for hard wired units, contractor may install battery operated units. Install GFCI outlets in kitchen, bathrooms, and exterior.

PRICE: 2780

Stroy Parks
10237 Henry Road
Berlin, MD 21811
443-669-5392

4/28/19

TOTAL PRICE: 29,160.00

SIGNATURE: 

PRINTED NAME: Matt Stecher

TITLE: Controller

COMPANY NAME: Poseidon Plumbing and Home Services

ADDRESS: 12637 Sunset Ave #1

Ocean City, MD 21842

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

MHIC#: 135020 EXPIRATION DATE: 10-12-2019

DATE OF PROPOSAL: 6-4-19

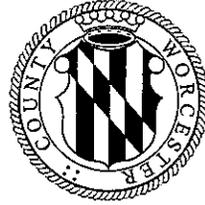
Ocean Tower Construction LLC
12905 Coastal Highway
Ocean City MD 21842

RECEIVED
JUN 10 2019
Worcester County Admin

4:20 PM.
Kaw from Jo-Ellen

Late Bid

Bid ENCLOSED: STROY PARKS
10237 HENRY RD
BERLIN MD 21811



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

May 22, 2019



TO: *The Daily Times Group and Ocean City Today Group*
FROM: Kelly Shannahan, Assistant Chief Administrative Officer *KS*

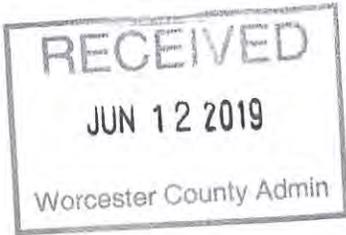
Please print the attached Notice to Bidders in *The Daily Times/Worcester County Times/Ocean Pines Independent and Ocean City Digest/Ocean City Today* on May 30, 2019. Thanks.

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 Berlin area of Worcester County. 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 project is proposed to be funded by the Community Development Block Grant (CDBG) Program and is thus subject to all applicable Equal Opportunity and Civil Rights guidelines. **Sealed bids will be accepted until 1:00 p.m. on Monday, June 10, 2019** 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 - June 10, 2019**" 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 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 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.



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

2

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: 6/11/2019
Re: Worcester County Housing Rehabilitation Program Bid Package- Lead Remediation

Attached please find a bid package for general rehabilitation and lead risk reduction work to be performed at a single-family home located in Snow Hill. This project is proposed to be funded through the County's current CDBG grant, MD-18-CD-21. Please review and approve to be placed out for the County's competitive bidding process.

DRAFT

**NOTICE TO MDE LEAD ABATEMENT & HOME IMPROVEMENT CONTRACTORS
INVITATION TO BID
Housing Rehabilitation
Worcester County, Maryland**

The Worcester County Commissioners are currently accepting bids for rehabilitation and lead remediation work to be performed on a single-family home located in the Snow Hill area of Worcester County. Bid specification packages and bid forms are available to licensed Maryland Home Improvement Contractors with current MDE and EPA lead abatement certifications 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 project is proposed to be funded by the Community Development Block Grant (CDBG) Program and is thus subject to all applicable Equal Opportunity and Civil Rights guidelines. **Sealed bids will be accepted until 1:00 p.m. on Monday, July 8, 2019** 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 – July 8, 2019**" in the lower left-hand corner. Bids will be reviewed by staff and awarded by the County Commissioners at a future meeting. In awarding the bids, the Commissioners reserve the right to reject any and all bids, waive formalities, informalities and technicalities therein, and to take whatever bids they determine to be in the best interest of the County considering lowest or best bid, quality of goods and work, time of delivery or completion, responsibility of bidders being considered, previous experience of bidders with County contracts, or any other factors they deem appropriate.

All inquiries regarding the bid specifications shall be directed to the Housing Program Inspector, Dave Walter, at 410-603-4096. All other inquiries shall be directed to 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 home to be rehabilitated is attached. Bids will be accepted until 1:00 p.m. on Monday, July 8, 2019 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 410-603-4096. Bids may be mailed or delivered in person. Faxed bids are not acceptable. Bids must be clearly marked "Housing Rehabilitation Bid – July 8, 2019. 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 be certified RRP and MDE lead contractors. Contractors must also 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 forty (40) 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.

Bid Submission Checklist

- Contractor Qualification Form
- Copy of MDE Lead Paint Contractor certification
- 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

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

PROPERTY OF: **Loretta Purnell**
ADDRESS: **3848 Snow Hill Road**
Snow Hill, MD 21863
TELEPHONE: **410-632-3790**

TOTAL QUOTE: _____

CONTRACTOR: _____ DATE: _____
NO QUOTATIONS AFTER: 07/08/19

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 Loretta Purnell
3848 Snow Hill Road
Snow Hill, MD 21863**

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

Total Quote : \$ _____
Start Date: _____
Construction Completion Date: _____

Date: _____

Signature

Typed Name

Title

Company Name

Address

Phone Number(s)

MHIC License # Expiration Date

MDE Lead Cert. Expiration Date

EPA Lead Cert. Expiration Date

3848 Snow Hill Road

Snow Hill, MD 21863

410-632-3790

SCOPE OF WORK

A: Remove all existing roof shingles, flashings, drip edge, and any damaged roof sheathing. Remove all gutters and down spouts. Replace any water damaged roof sheathing with like sized sheathing. Install new peel and stick roof underlayment. Install white wide drip edge at all eaves and rakes. Install new ice and water shield at all valleys and eaves. Install new plumbing vent boots, aluminum wall and step flashings as necessary Step flashings for all chimneys to be "let" into the mortar joints with counter flashing. Install new thirty year architectural shingles with hip and ridge shingles as necessary. Install new roof ridge venting. Clean up and haul away all construction related debris including fallen and dropped nails. Replace all existing gutter with white continuous aluminum gutters and all necessary down spouts. Install splash block diverters at all downspouts

PRICE: _____

B: Remove existing water heater. Install new fifty gallon water heater with all necessary plumbing connections. Remove and discard old water heater. Install pressure gauge on water pump in basement. Replace aerator at second floor bathroom faucet and check for leaks under sink.

PRICE: _____

C: Replace all missing siding and associated trim pieces at half gable of rear side porch. Add course of brick and mortar at side brick step entry to correct steps of unequal height risers. Remove all construction related debris.

PRICE: _____

D: Correct three way switches at top of stairs for proper operation with fan/light fixture. Install new smoke detectors to current Code with units having ten year lithium batteries. Areas where hard wiring smoke detectors would require wall or ceiling damage can utilize straight battery operated units. Install GFCI outlets in kitchen to meet current Code.

PRICE: _____

LBP:

E: See attached lead paint risk assessment report with house diagram and complete mitigation of areas noted as "Hazards" on pages 4 and 5 to include:

Hazard #1- Deteriorated Paint on Interior Surfaces noted on page 3 as being positive for lead paint are to be stabilized per current EPA LBP paint requirements, including wet scrape, prime, and repaint.

3848 Snow Hill Road

Snow Hill, MD 21863

410-632-3790

Hazard #2- Deteriorated paint on Exterior Surfaces noted on page 3 as positive for lead paint are to be stabilized per current EPA LBP paint requirements, including wet scrape, prime and repaint. Basement window identified on page 3 to be replaced with new vinyl Energy Star rated window.

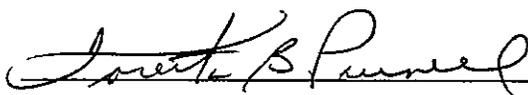
Hazard #3- Side B Entry hall window identified on page 3 to be replaced with new Energy Star rated vinyl window.

General Conditions LBP:

1. This project involves removal and mitigation of lead components. The MHIC licensed general contractor must be EPA certified and Maryland Department of the Environment accredited and be able to prove current Lead Paint training for all workers on site.
2. This is an owner-occupied dwelling with one adult in residence. The dwelling will NOT be empty nor vacated during the course of work. The owner may or may not be present in the dwelling during normal business hours.
3. Use all applicable LBP training to perform the scope according to EPA and Maryland regulations. Get a receipt for the copy of Renovate Right that you distribute to your client prior to the start of work and maintain all administrative records required by the EPA. Post your Lead Warning signs. HEPA clean individual interior work areas, as you go. Use an appropriate level of PPE when conducting abatement activities. Protect the grounds around the dwelling from paint chip deposits.
4. Post-renovation clearance on will be performed by Lead Risk Assessor selected by the Program. The Contractor must notify the Lead Risk Assessor in advance to schedule a Clearance Inspection. Initial costs of testing are covered by the program. Any subsequent clean-up and re-testing due to clearance failure will be paid for by the contractor.

PRICE: _____

I have reviewed and hereby accept the above scope of work as written.



Owner

6/11/19
Date

DEBRA W HALL INSPECTIONS, INC

7519 Fire Tower Road
Hebron, MD 21830

December 16th, 2018

Jo Ellen Bynum
Housing Rehabilitation Program Administrator
Worcester County Government Center
One W Market Street, Room 1201
Snow Hill, MD 21863

RE: 3848 Snow Hill Rd, Snow Hill, MD

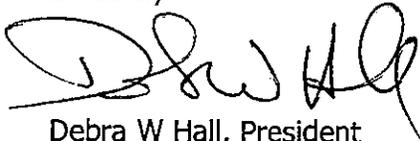
Dear Jo Ellen

Please find enclosed the pre-rehabilitation lead paint risk assessment for the home located at 3848 Snow Hill Rd, Snow Hill, Maryland. The property is 1,224 sq ft 2 story home built in 1935. The home is owner occupied. The resident of the home is Loretta Purnell.

The XRF LBP testing was performed within current acceptable industry guidelines. The risk assessment was conducted using a NITON XLP 300 x-ray fluorescence (XRF) lead paint analyzer to sample paint for lead. Licensed Maryland Lead Paint Risk Assessor, Debra W Hall (license #15003 / #15004 expiration date 5/5/19) tested this site on 12/14/18.

The risk assessment determined that there is lead-based paint and lead hazards present in the property as of the date of the assessment.

Sincerely



Debra W Hall, President
Maryland Lead Paint Risk Assessor #15003

Phone: 443-859-2303

drhall@comcast.net

Fax: 410-742-2321

Summary

A lead paint risk assessment was conducted at 3848 Snow Hill Rd, Snow Hill, Maryland for the Worcester County Housing Rehabilitation Program, Worcester County, Maryland on December 14th, 2018. The assessment was conducted by Debra W Hall Inspections, Inc, MDE Contractor #15004 and performed by Debra W Hall, State of Maryland Lead Risk Assessor # 15003. The purpose of the assessment was to identify the presence of lead-based paint and lead-based paint hazards on and/or in the surfaces inside and outside the residence, as well as to identify the presence of deteriorated lead-based paint (LBP) and LBP that may be disturbed during planned renovations. Worcester County is providing funds from Community Development Block Grant monies, the State Special Loans Program and the Lead Hazard Reduction Grant and Loan Program. The assessment was also completed to help Worcester County to determine if any of the upcoming HUD and State funded renovation activities have the potential to create additional lead hazards. As part of the assessment, a visual survey of the property and structure was conducted and limited on-site paint testing using an x-ray fluorescence (XRF) lead analyzer was performed. The testing of the painted components of was conducted using a NITON XLP300 XRF Portable Analyzer.

The calibration of the XRF is done in accordance with the Performance Characteristic Sheet (PCS) for this instrument. This XRF instrument is calibrated using the NIST Standard Reference Material (SRM) supplied by the manufacturer. Three calibration readings are taken before and after the testing is conducted to insure manufacturer's standards are met. If for any reason the readings are outside the acceptable calibration check range, the manufacturer's instructions will be followed to bring the instrument into control XRF testing proceeds. If the instrument cannot be brought back into calibration it is taken off the site and sent back to the manufacturer for repair and/or re-calibration.

As a result of the Lead Hazard Risk Assessment and Lead Based Paint Testing conducted on 12/14/18, it was found that LBP paint and LBP hazards were present in the subject property. The analytical results from the assessment identified the following LBP paint and LBP hazards as defined by MDE and EPA / HUD standards.

Findings

The following components were found to contain lead-based paint in amounts greater than or equal to 0.7 mg/cm².

LBP:

Interior:

Living Room (#1)	Door Jamb	Side A	beige	Positive
Kitchen (#3)	Door Jamb	Side B	beige	Positive
Entry Hall (#4)	Door Case	Side D	beige	Positive
	Window, Window sill &case	Side B	beige	Positive
Hall/Stairs (#5)	Window sill	Side B	white	Positive
Basement (#10)	Walls, Ceiling	Side A	white	Positive
	Door Case & Stop	Side D	white	Positive
	Stair Riser	Side D	white	Positive
	Window Case	Side B	white	Positive

Exterior :

Basement Window Casing	Side B	white	Positive
Door Jamb	Side B	white	Positive
Window Sash	Side B	white	Positive

The 2 story home was built in 1935 with a detached carport. At some point a sunroom(#12) was added to the home and the breezeway to the carport was enclosed creating an entry hall (#4), bath (#11) and screen porch. The owner, Loretta Purnell, also stated that she has had other remodeling done within the premises as well at various times. Deteriorating paint was found both inside and outside of the home. All of the windows in the home have been replaced with lead free windows except 1 window located in the entry hall (#4).

Conclusions:

The above listed components were determined to be positive for lead paint as defined by the Maryland Dept of the Environment, and Environmental Protection Agency/Department of Housing and Urban Development (EPA/HUD) as containing lead in concentrations greater than or equal to 0.7 mg/cm². When evaluating this report, it is assumed that according to Chapter 7 HUD guidelines, that if one testing combination (i.e. window, door) is positive for lead in an interior or exterior room equivalent, that all

other similar testing combinations (same construction and paint history) in those areas are assumed to be positive. The same is true for negative readings.

Lead Hazard Control Options:

Lead-safe work practices and worker/occupant protection practices complying with current MDE, EPA, HUD and OSHA standards will be necessary to safely complete all work involving the disturbance of LBP coated surfaces and components. In addition, any work considered lead based paint hazard control will enlist the use of interim control (temporary) methods and/or abatement (permanent) methods. It should be noted that all lead hazard control activities have the potential of creating additional hazards or hazards that were not present before. Details for the listed lead hazard control options and issues surrounding occupant/worker protection practices can be found in the publication entitled: Guidelines for the Evaluation and Control of LBP Hazards in Housing published by HUD, the EPA lead based paint regulations, the State Of Maryland lead based paint regulations, and the OSHA regulations found in its Lead in Construction Industry Standard.

All work shall be done in accordance with the EPA RRP rule or the EPA Lead Abatement Rule, as applicable, based on the control strategy determined by the Worcester County Rehabilitation Inspector and Lead Paint Inspector. All firms performing interim control or lead abatement activities must be certified by the State of Maryland, which is authorized by the EPA to conduct the certification programs. All persons performing interim control and abatement activities must have successfully completed a State of Maryland accredited training program in "renovation" (more specifically, renovation, repair and repainting); or have successfully completed a State of Maryland accredited training program in lead abatement work or supervision and been certified by the State of Maryland, as applicable.

Hazard 1: Deteriorated LBP on the interior painted surfaces

a) INTERIM CONTROLS - STABILIZATION: Following preparation work, the lead-based paint coatings may be addressed by stabilizing the underlying substrate and then repainting.

Hazard 2: Deteriorated LBP on exterior painted surfaces

a) INTERIM CONTROLS - STABILIZATION: Following preparation work, the lead-based paint coatings may be addressed by stabilizing the underlying substrate and then repainting.

b) ABATEMENT - REMOVAL AND REPLACE (Recommended for the basement windows)- Replace the existing window with Lead Free Vinyl Windows

Hazard 3: Entry Hall #4 - WINDOW SIDE B:

a) INTERIM CONTROLS - STABILIZATION: Following preparation work, the lead-based paint coatings may be addressed by stabilizing the underlying substrate and then repainting.

b) ABATEMENT - REMOVAL AND REPLACE: (Recommended) - Remove and replace the existing window with a Lead Free Vinyl Window.

Clearance Following Lead Hazard Control Activities:

Because this housing is receiving federal rehabilitation assistance, and the total amount of painted surfaces to be disturbed in the lead hazard control and rehabilitation work exceed HUD's *de minimis* amounts, HUD requires a clearance examination following the rehabilitation. Lead clearance testing is to be conducted in compliance with MDE standards and the HUD Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing, Second Edition July 2012.

Ongoing Monitoring:

Ongoing monitoring is necessary in all dwellings in which LBP is known or presumed to be present. An annual visual assessment should be conducted by the homeowner to confirm that all paint with known or suspected LBP is not deteriorating, that lead hazard control methods have not failed, and that structural problems do not threaten the integrity of any remaining known, presumed or suspected LBP.

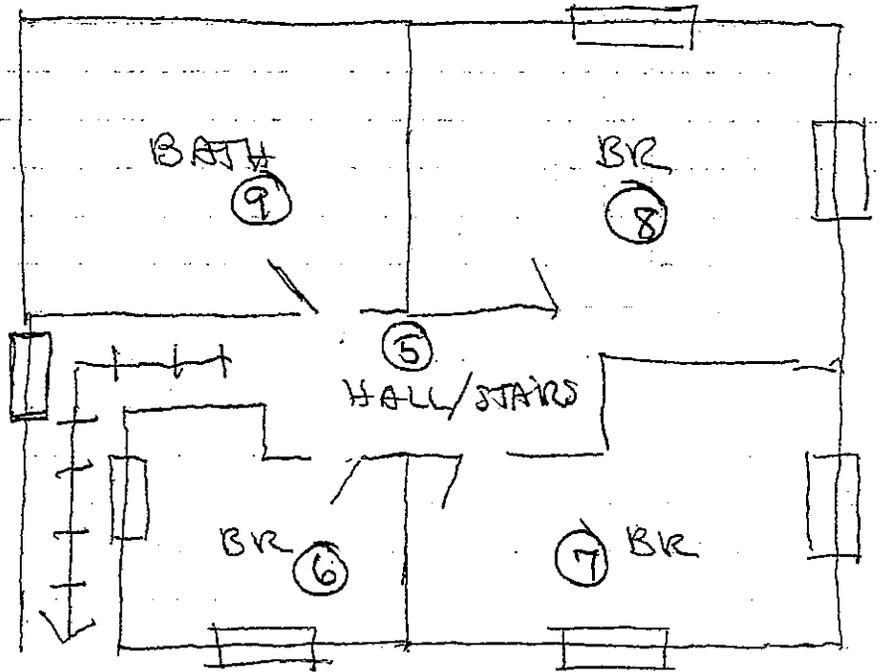
Disclosure:

Results of this inspection must be provided to new lessees (tenants) and prospective buyers of the property under the Federal law (24 CFR part 35 and 40 CFR part 745)

before they become obligated under a lease or sales contract. The complete report must be provided by the owner to prospective buyers and it must be made available prospective tenants and to renewing tenants if they have not been provided the information previously. The inspectors plain language summary of the report must be provided to the client (property owner or manager) when the complete report is provided. The landlord (lessor) or seller is also required to distribute an educational pamphlet developed by the US Environmental Protection Agency entitled "**Protect Your Family From Lead in Your Home**" and include the Lead Warning Statement in the leases or sales contracts to ensure that parents have the information needed to protect their children from lead-based paint hazards. Complete disclosure requires the landlord/sellers and renters/buyers (and their agents) to sign and date acknowledgement that the required information and materials were provided and received. Also, prospective buyers must be provided the opportunity to have their own lead-based inspection, lead hazard screen or risk assessment performed before the purchase agreement is signed, the standard period is ten (10) days, but this period may be changed or waived by agreement between the seller and prospective buyer. EPA regulations require the inspector to keep the inspection report for at least three (3) years.

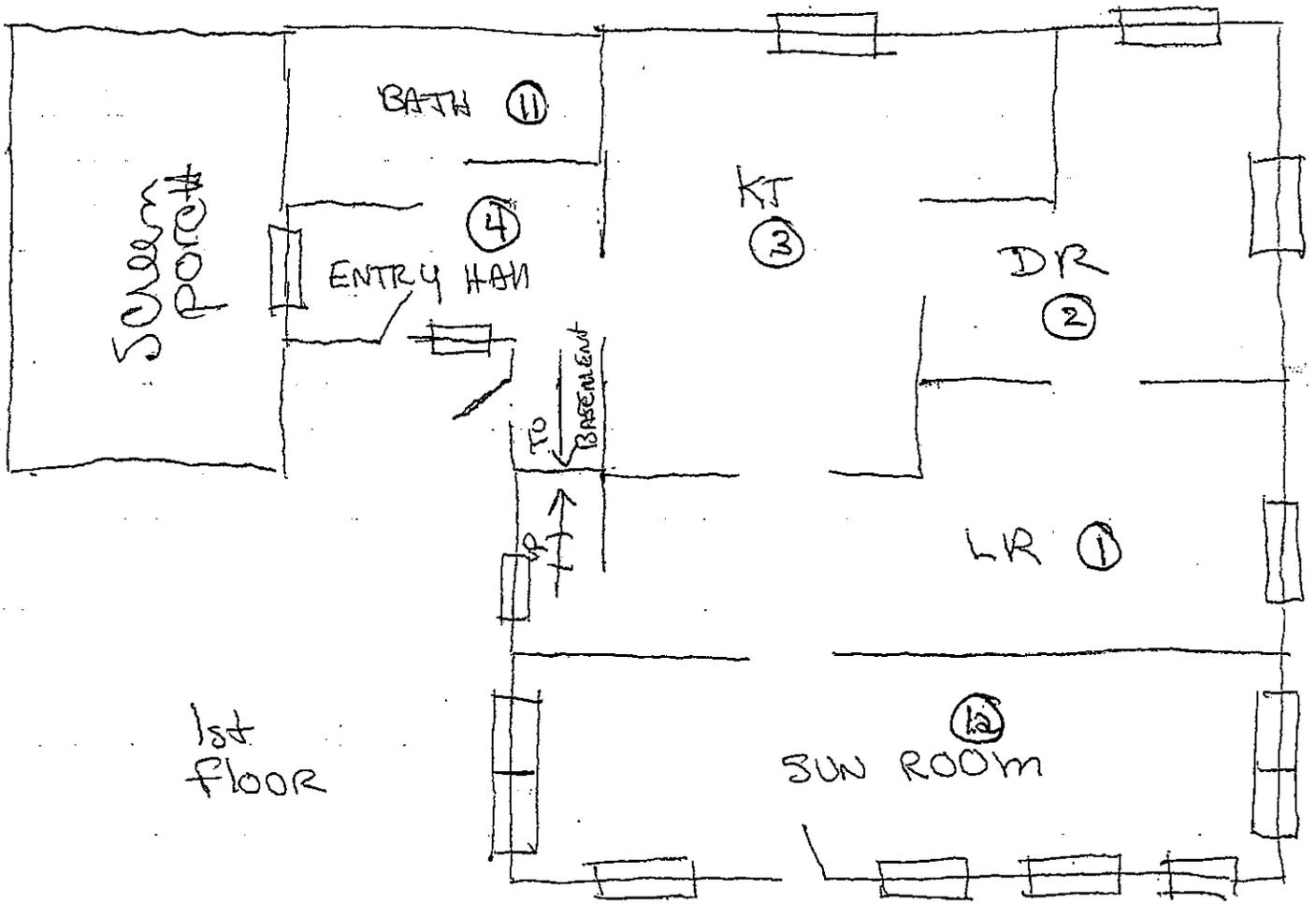
SIDE (C)

2ND FLOOR



SIDE (B)

1st FLOOR



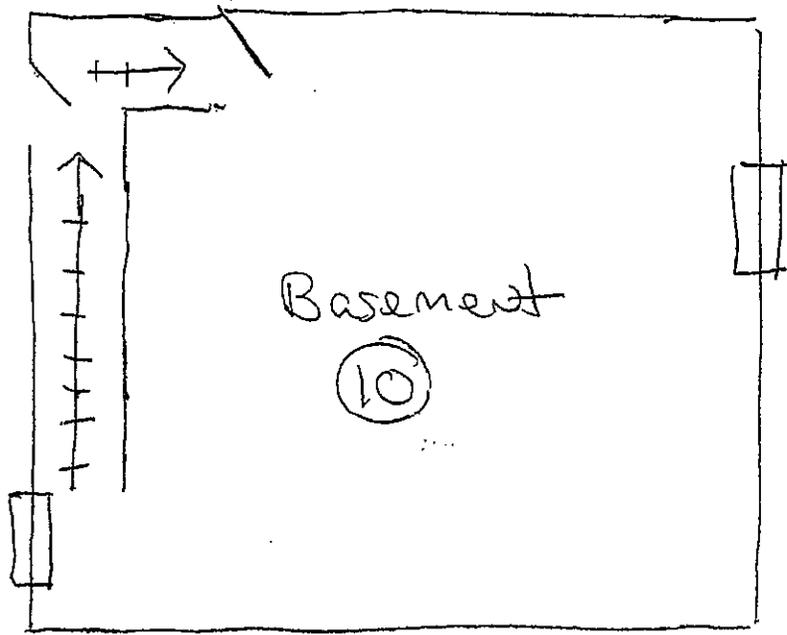
SIDE (D)

SIDE (A)

← 3848 Snow Hill Rd, Snow Hill →

Side C

Side B



Side A

Side A

← 3848 Snow Hill Rd, Snow Hill →
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Job: 3848 Snow Hill Rd, Snow Hill, MD
 Date: 12/14/18

Debra W Hall Inspections, Inc #15004
 Debra W Hall Risk Assessor #15003

drhall@comcast.net
 443-859-2303

Reading #	Time	Type	Duration	Units	Component	Side	Substrate	Color	Condition	Room	Floor	Address	Results	Depth	PbC	PbC Error
53	12/14/2018 11:25	SHUTTEL	54.27	cps											6.52	0
54	12/14/2018 11:35	PAINT	20	mg / cm ^2			Calibrate	Red				3848 snow hill	Positive	1.15	1.1	0.1
55	12/14/2018 11:36	PAINT	20	mg / cm ^2			Calibrate	Red				3848 snow hill	Positive	1.1	1	0.1
56	12/14/2018 11:36	PAINT	20	mg / cm ^2			Calibrate	Red				3848 snow hill	Positive	1.11	1	0.1
57	12/14/2018 11:37	PAINT	20	mg / cm ^2			Calibrate	Red				3848 snow hill	Positive	1.05	0.9	0.1
58	12/14/2018 11:38	PAINT	2.23	mg / cm ^2	Door Jamb	A	Wood	White	Intact	Livingroom #1	First	3848 snow hill	Positive	6.64	4	2
59	12/14/2018 11:38	PAINT	1.1	mg / cm ^2	Door Jamb	A	Wood	White	Intact	Livingroom #1	First	3848 snow hill	Positive	6.54	7.1	5.2
60	12/14/2018 11:38	PAINT	3.32	mg / cm ^2	Door Case	A	Wood	White	Intact	Livingroom #1	First	3848 snow hill	Negative	5.73	0.4	0.3
61	12/14/2018 11:39	PAINT	7.73	mg / cm ^2	Baseboard	A	Wood	White	Intact	Livingroom #1	First	3848 snow hill	Negative	5.75	0.6	0.2
62	12/14/2018 11:39	PAINT	1.11	mg / cm ^2	Baseboard	C	Wood	White	Intact	Livingroom #1	First	3848 snow hill	Negative	1	0	0.04
63	12/14/2018 11:40	PAINT	13.83	mg / cm ^2	Crown	B	Wood	White	Intact	Livingroom #1	First	3848 snow hill	Null	3.75	0.29	0.07
64	12/14/2018 11:40	PAINT	20	mg / cm ^2	Crown	B	Wood	White	Intact	Livingroom #1	First	3848 snow hill	Null	4.25	0.3	0.07
65	12/14/2018 11:41	PAINT	13.27	mg / cm ^2	Crown	C	Wood	White	Intact	Livingroom #1	First	3848 snow hill	Negative	3.86	0.27	0.53
66	12/14/2018 11:42	PAINT	4.98	mg / cm ^2	Window Case	B	Wood	White	Intact	Livingroom #1	First	3848 snow hill	Negative	3.58	0.4	0.2
67	12/14/2018 11:42	PAINT	1.11	mg / cm ^2	Window Sill	B	Wood	White	Intact	Livingroom #1	First	3848 snow hill	Negative	1	0.01	0.05
68	12/14/2018 11:43	PAINT	3.3	mg / cm ^2	Stair Stringer	B	Wood	White	Intact	Livingroom #1	First	3848 snow hill	Negative	2.69	0.27	0.18
69	12/14/2018 11:43	PAINT	3.33	mg / cm ^2	Stair Baluster	B	Wood	White	Intact	Livingroom #1	First	3848 snow hill	Negative	2.98	0.4	0.2
70	12/14/2018 11:43	PAINT	1.11	mg / cm ^2	Stair Newel	B	Wood	Stain	Intact	Livingroom #1	First	3848 snow hill	Negative	1.93	0.06	0.17
71	12/14/2018 11:44	PAINT	12.18	mg / cm ^2	Window Case	D	Wood	White	Intact	Livingroom #1	First	3848 snow hill	Negative	4.85	0.6	0.1
72	12/14/2018 11:44	PAINT	3.87	mg / cm ^2	Fireplace Mantel	D	Wood	White	Intact	Livingroom #1	First	3848 snow hill	Negative	3.83	0.4	0.2
73	12/14/2018 11:45	PAINT	20	mg / cm ^2	Baseboard	B	Wood	White	Intact	Dining #2	First	3848 snow hill	Null	9.9	0.5	0.2
74	12/14/2018 11:46	PAINT	15.46	mg / cm ^2	Door Case	B	Wood	White	Intact	Dining #2	First	3848 snow hill	Negative	10	0.4	0.4
75	12/14/2018 11:46	PAINT	9.4	mg / cm ^2	Window Case	C	Wood	White	Intact	Dining #2	First	3848 snow hill	Negative	7.88	0.5	0.2
76	12/14/2018 11:47	PAINT	16.08	mg / cm ^2	Wall	B	Drywall	White	Intact	Dining #2	First	3848 snow hill	Negative	10	0.3	0.44
77	12/14/2018 11:48	PAINT	3.88	mg / cm ^2	Door Case	A	Wood	White	Intact	Kitchen #3	First	3848 snow hill	Negative	4.87	0.4	0.2
78	12/14/2018 11:48	PAINT	4.43	mg / cm ^2	Door Case	B	Wood	Beige	Intact	Kitchen #3	First	3848 snow hill	Negative	7.83	0.26	0.2
79	12/14/2018 11:49	PAINT	1.11	mg / cm ^2	Door Jamb	B	Wood	Beige	Intact	Kitchen #3	First	3848 snow hill	Negative	1	0	0.02
80	12/14/2018 11:49	PAINT	1.11	mg / cm ^2	Door Jamb	B	Wood	Beige	Intact	Kitchen #3	First	3848 snow hill	Positive	10	7.5	5.2
81	12/14/2018 11:49	PAINT	3.87	mg / cm ^2	Wall	B	Wood	Beige	Intact	Kitchen #3	First	3848 snow hill	Negative	5.74	0.5	0.3
82	12/14/2018 11:50	PAINT	1.11	mg / cm ^2	Door Case	D	Wood	Beige	Intact	Entry Hall #4	First	3848 snow hill	Positive	7.77	6.1	4.8
83	12/14/2018 11:50	PAINT	1.11	mg / cm ^2	Window Case	A	Wood	Beige	Intact	Entry Hall #4	First	3848 snow hill	Positive	4.1	4.1	2.9
84	12/14/2018 11:51	PAINT	1.65	mg / cm ^2	Window Sill	A	Wood	Beige	Intact	Entry Hall #4	First	3848 snow hill	Positive	6.03	3.4	1.9
85	12/14/2018 11:51	PAINT	1.66	mg / cm ^2	Window Sill	B	Wood	Beige	Intact	Entry Hall #4	First	3848 snow hill	Positive	6.38	3.9	3

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Action Level >0.7

Job: 3848 Snow Hill Rd, Snow Hill, MD

Date: 12/14/18

Debra W Hall Inspections, Inc #15004

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drhall@comcast.net

443-859-2303

86	12/14/2018 11:51 PAINT	1.12 mg / cm ^2	Door	A	Metal	White Intact	Entry Hall #4	First	3848 snow hill	Negative	1	0	0.02
87	12/14/2018 11:52 PAINT	20 mg / cm ^2	Door Case	A	Wood	White Intact	Entry Hall #4	First	3848 snow hill	Null	10	1	0.3
88	12/14/2018 11:52 PAINT	1.11 mg / cm ^2	Closet Jamb	A	Wood	White Intact	Entry Hall #4	First	3848 snow hill	Negative	1	0	0.03
89	12/14/2018 11:53 PAINT	1.11 mg / cm ^2	Door Jamb	A	Wood	White Intact	Outside #	First	3848 snow hill	Negative	1	0	0.02
90	12/14/2018 11:54 PAINT	1.65 mg / cm ^2	Stair Newel	A	Wood	White Intact	Hall/Stairs #5	Second	3848 snow hill	Negative	2.46	0.27	0.25
91	12/14/2018 11:54 PAINT	3.85 mg / cm ^2	Window Case	B	Wood	White Intact	Hall/Stairs #5	Second	3848 snow hill	Negative	4.3	0.4	0.2
92	12/14/2018 11:55 PAINT	5.54 mg / cm ^2	Window Sill	B	Wood	White Peeling	Hall/Stairs #5	Second	3848 snow hill	Positive	5.46	1.2	0.3
93	12/14/2018 11:55 PAINT	3.33 mg / cm ^2	Wall	A	Drywall	White Intact	Hall/Stairs #5	Second	3848 snow hill	Negative	1	0	0.02
94	12/14/2018 11:56 PAINT	9.4 mg / cm ^2	Stair Stringer	A	Wood	White Intact	Hall/Stairs #5	Second	3848 snow hill	Negative	4	0.5	0.1
95	12/14/2018 11:56 PAINT	3.32 mg / cm ^2	Ceiling	A	Drywall	White Intact	Bedroom #6	Second	3848 snow hill	Negative	2.75	0.02	0.04
96	12/14/2018 11:57 PAINT	3.32 mg / cm ^2	Wall	B	Drywall	White Intact	Bedroom #6	Second	3848 snow hill	Negative	2.55	0.01	0.03
97	12/14/2018 11:57 PAINT	1.11 mg / cm ^2	Window Sill	A	Wood	White Intact	Bedroom #6	Second	3848 snow hill	Negative	1	0.01	0.04
98	12/14/2018 11:57 PAINT	1.11 mg / cm ^2	Window Case	A	Wood	White Intact	Bedroom #6	Second	3848 snow hill	Negative	2.58	0.1	0.26
99	12/14/2018 11:58 PAINT	1.66 mg / cm ^2	Closet Case	C	Wood	White Intact	Bedroom #6	Second	3848 snow hill	Negative	4.71	0.22	0.34
100	12/14/2018 11:58 PAINT	0.55 mg / cm ^2	Ceiling closet	C	Plaster	Beige Intact	Bedroom #6	Second	3848 snow hill	Null	1.04	0.01	0.07
101	12/14/2018 11:59 PAINT	2.2 mg / cm ^2	Ceiling closet	C	Plaster	Beige Intact	Bedroom #6	Second	3848 snow hill	Negative	1.41	0.01	0.03
102	12/14/2018 11:59 PAINT	1.11 mg / cm ^2	Closet Shelf Cleat	C	Wood	Beige PEELING	Bedroom #6	Second	3848 snow hill	Negative	1.51	0.03	0.11
103	12/14/2018 12:00 PAINT	1.11 mg / cm ^2	Door	C	Wood	White Intact	Bedroom #6	Second	3848 snow hill	Negative	1	0	0.03
104	12/14/2018 12:00 PAINT	3.31 mg / cm ^2	Door Case	C	Wood	White Intact	Bedroom #6	Second	3848 snow hill	Negative	3.95	0.08	0.13
105	12/14/2018 12:00 PAINT	1.11 mg / cm ^2	Door Jamb	C	Wood	White Intact	Bedroom #6	Second	3848 snow hill	Negative	1.73	0.05	0.14
106	12/14/2018 12:00 PAINT	1.11 mg / cm ^2	Window Case	B	Wood	White Intact	Bedroom #6	Second	3848 snow hill	Negative	1	0	0.03
107	12/14/2018 12:01 PAINT	1.11 mg / cm ^2	Door Case	C	Wood	White Intact	Bedroom #7	Second	3848 snow hill	Negative	1	0	0.03
108	12/14/2018 12:01 PAINT	1.11 mg / cm ^2	Door Case	C	Wood	White Intact	Bedroom #7	Second	3848 snow hill	Negative	2.24	0.03	0.13
109	12/14/2018 12:02 PAINT	1.11 mg / cm ^2	Baseboard	C	Wood	Beige Intact	Bedroom #7	Second	3848 snow hill	Negative	2.09	0.05	0.17
110	12/14/2018 12:02 PAINT	1.11 mg / cm ^2	Window Sill	D	Wood	White Intact	Bedroom #7	Second	3848 snow hill	Negative	2.29	0.05	0.17
111	12/14/2018 12:03 PAINT	1.11 mg / cm ^2	Window Case	A	Wood	White Intact	Bedroom #7	Second	3848 snow hill	Negative	1.07	0.01	0.05
112	12/14/2018 12:04 PAINT	1.11 mg / cm ^2	Ceiling closet	B	Plaster	White PEELING	Bedroom #8	Second	3848 snow hill	Negative	1.6	0.06	0.16
113	12/14/2018 12:05 PAINT	1.11 mg / cm ^2	Door	B	Wood	White Intact	Bedroom #8	Second	3848 snow hill	Negative	1	0	0.02
114	12/14/2018 12:06 PAINT	2.77 mg / cm ^2	Door	C	Wood	White Intact	Bedroom #8	Second	3848 snow hill	Negative	3.9	0.06	0.12
115	12/14/2018 12:06 PAINT	4.43 mg / cm ^2	Wall	C	Wood	White Intact	Bedroom #8	Second	3848 snow hill	Negative	5.85	-0.18	0.97
116	12/14/2018 12:06 PAINT	3.34 mg / cm ^2	Chair Rail	D	Wood	White Intact	Bedroom #8	Second	3848 snow hill	Negative	5.6	0.11	0.12
117	12/14/2018 12:07 PAINT	2.21 mg / cm ^2	Baseboard	C	Wood	White Intact	Bedroom #8	Second	3848 snow hill	Null	10	0.25	0.57
118	12/14/2018 12:08 PAINT	3.31 mg / cm ^2	Baseboard	A	Wood	White Intact	Bedroom #8	Second	3848 snow hill	Negative	6.94	0.19	0.27
119	12/14/2018 12:08 PAINT	1.11 mg / cm ^2	Door	D	Wood	White Intact	Bedroom #8	Second	3848 snow hill	Negative	1	0	0.02

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Action Level >0.7

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120	12/14/2018 12:08 PAINT	2.23 mg / cm ^2	Door Case	D	Wood	White Intact	Bedroom #8	Second	3848 snow hill	Negative	7.22	0.13	0.29
121	12/14/2018 12:08 PAINT	3.86 mg / cm ^2	Door Jamb	D	Wood	White Intact	Bedroom #8	Second	3848 snow hill	Negative	1.98	0.23	0.09
122	12/14/2018 12:09 PAINT	1.67 mg / cm ^2	Door	D	Wood	White Intact	Hall/Stairs #5	Second	3848 snow hill	Negative	3.44	0.3	0.32
123	12/14/2018 12:09 PAINT	3.33 mg / cm ^2	Door Case	D	Wood	White Intact	Hall/Stairs #5	Second	3848 snow hill	Negative	3.28	0.3	0.23
124	12/14/2018 12:09 PAINT	1.11 mg / cm ^2	Door Jamb	D	Wood	White Intact	Hall/Stairs #5	Second	3848 snow hill	Negative	1.6	0.13	0.21
125	12/14/2018 12:10 PAINT	2.78 mg / cm ^2	Wall closet	D	Plaster	White PEELING	Hall/Stairs #5	Second	3848 snow hill	Negative	1	0	0.02
126	12/14/2018 12:10 PAINT	1.1 mg / cm ^2	Closet Shelf Cleat	D	Wood	White Intact	Hall/Stairs #5	Second	3848 snow hill	Negative	1	0	0.03
127	12/14/2018 12:10 PAINT	5.53 mg / cm ^2	Door Case	A	Wood	White Intact	Hall/Stairs #5	Second	3848 snow hill	Negative	4.23	0.4	0.1
128	12/14/2018 12:12 PAINT	1.11 mg / cm ^2	Wall	A	Wood	White Intact	Basement #10	First	3848 snow hill	Positive	2.29	2.4	1.4
129	12/14/2018 12:13 PAINT	1.67 mg / cm ^2	Wall	B	Wood	White Intact	Basement #10	First	3848 snow hill	Positive	2.13	1.9	0.7
130	12/14/2018 12:13 PAINT	1.1 mg / cm ^2	Ceiling	B	Wood	White Intact	Basement #10	First	3848 snow hill	Positive	2.05	2.5	1.5
131	12/14/2018 12:13 PAINT	1.11 mg / cm ^2	Wall	A	Drywall	White Intact	Basement #10	First	3848 snow hill	Positive	2.61	2.6	1.6
132	12/14/2018 12:14 PAINT	1.11 mg / cm ^2	Door Case	D	Wood	White Intact	Basement #10	First	3848 snow hill	Positive	2.09	2.8	1.6
133	12/14/2018 12:14 PAINT	1.11 mg / cm ^2	Door Stop	D	Wood	White Intact	Basement #10	First	3848 snow hill	Positive	1.69	2	1.1
134	12/14/2018 12:14 PAINT	1.11 mg / cm ^2	Door	D	Wood	White Intact	Basement #10	First	3848 snow hill	Negative	1	0	0.02
135	12/14/2018 12:15 PAINT	1.11 mg / cm ^2	Floor	C	Wood	White Intact	Basement #10	First	3848 snow hill	Negative	1	0	0.03
136	12/14/2018 12:15 PAINT	1.11 mg / cm ^2	Stair Riser	D	Wood	White Intact	Basement #10	First	3848 snow hill	Positive	2.2	3.2	1.8
137	12/14/2018 12:16 PAINT	3.34 mg / cm ^2	Wall	B	Concrete	White Intact	Basement #10	Basement	3848 snow hill	Negative	1	0	0.02
138	12/14/2018 12:16 PAINT	3.32 mg / cm ^2	Wall	B	Concrete	White Intact	Basement #10	Basement	3848 snow hill	Negative	1	0	0.02
139	12/14/2018 12:17 PAINT	4.41 mg / cm ^2	Wall	A	Concrete	White Intact	Basement #10	Basement	3848 snow hill	Negative	1	0	0.02
140	12/14/2018 12:17 PAINT	3.33 mg / cm ^2	Wall	D	Concrete	White Intact	Basement #10	Basement	3848 snow hill	Negative	1	0	0.02
141	12/14/2018 12:18 PAINT	1.65 mg / cm ^2	Ceiling	A	Wood	White Intact	Basement #10	Basement	3848 snow hill	Negative	1	0	0.02
142	12/14/2018 12:19 PAINT	3.34 mg / cm ^2	Window Case	B	Wood	White Peeling	Basement #10	Basement	3848 snow hill	Positive	2.06	1.2	0.4
143	12/14/2018 12:19 PAINT	1.1 mg / cm ^2	Stair Tread	B	Wood	Stain Intact	Basement #10	Basement	3848 snow hill	Negative	1	0	0.02
144	12/14/2018 12:19 PAINT	1.11 mg / cm ^2	Stair Stringer	B	Wood	Stain Intact	Basement #10	Basement	3848 snow hill	Negative	1	0	0.03
145	12/14/2018 12:27 PAINT	4.97 mg / cm ^2	Foundation	B	Concrete	White Intact	Outside #	First	3848 snow hill	Negative	1	0	0.02
146	12/14/2018 12:28 PAINT	1.11 mg / cm ^2	Window Case basemt	B	Wood	White PEELING	Outside #	First	3848 snow hill	Positive	3.26	3.8	2.4
147	12/14/2018 12:28 PAINT	1.11 mg / cm ^2	Door Jamb	B	Wood	White Intact	Outside #	First	3848 snow hill	Positive	8.16	14.6	7.4
148	12/14/2018 12:29 PAINT	1.11 mg / cm ^2	Porch Post	A	Wood	White Intact	Outside #	First	3848 snow hill	Negative	1	0	0.03
149	12/14/2018 12:30 PAINT	7.75 mg / cm ^2	Wall	B	Wood	White Intact	Outside #	First	3848 snow hill	Negative	1.44	0.7	0.1
150	12/14/2018 12:31 PAINT	1.11 mg / cm ^2	Porch Ceiling	B	Wood	White Intact	Outside #	First	3848 snow hill	Negative	1	0	0.02
151	12/14/2018 12:33 PAINT	1.1 mg / cm ^2	Window Sash	B	Wood	White Intact	Entry Hall #4	First	3848 snow hill	Positive	3.33	2.9	2
152	12/14/2018 12:35 PAINT	8.32 mg / cm ^2	Foundation	C	Concrete	White Intact	Entry Hall #4	First	3848 snow hill	Negative	7.67	0.09	0.09
153	12/14/2018 12:35 PAINT	1.11 mg / cm ^2	Foundation	C	Wood	White PEELING	Entry Hall #4	First	3848 snow hill	Negative	1	0	0.03

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Action Level >0.7

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154	12/14/2018 12:38	PAINT	20 mg / cm ^2
155	12/14/2018 12:39	PAINT	20 mg / cm ^2
156	12/14/2018 12:40	PAINT	20 mg / cm ^2

Calibrate	Red
Calibrate	Red
Calibrate	Red

3848 snow hill	Positive	1.09	1	0.1
3848 snow hill	Positive	1.14	1	0.1
3848 snow hill	Positive	1.13	1	0.1

h2

Action Level >0.7

Lead Certified Contractor List

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

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

Cherokee Home Improvements
5503 Bonnie Brook Road
Cambridge, MD 21613
443-225-9047

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

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

Terry D. Love
10 Oak Street
Cambridge, MD 21613

Marvel Construction Company, Inc.
6880 Manadier Road
P.O. Box 968
Easton, MD 21601

The Myers Group, LLC
1147 S. Salisbury Blvd.
#8-140
Salisbury, MD 21801

Shoreman Construction Company, Inc.
606 E. Pine Street
Delmar, MD 21875
443-359-0095

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



Worcester County

HEALTH DEPARTMENT

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

3

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

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

MEMORANDUM

To: Worcester County Commissioners
Harold Higgins, Chief Administrative Officer

From: Rebecca Jones, Health Officer (RJ)

CC: Kelly Shannahan, Maureen Howarth, Heather Barton

Date: June 12, 2019

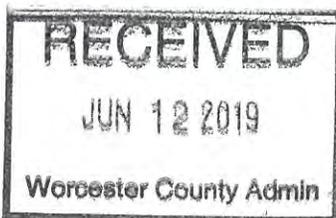
Re: **Canon Managed Print Solution Lease Agreement**

The Worcester County Health Department requested bids for a managed print solution for all copiers and printers maintained by the health department. We only received one response from Canon and our current provider Xerox, declined to bid. This Canon secure printing system will streamline processes, reduce waste, and improve availability of printing throughout the health department.

The attached lease agreement has been reviewed and approved by Maureen Howarth. I am requesting the Commissioners to sign the lease agreement at their June 18th meeting to expedite the replacement of copiers and printers throughout the health department site locations. The funds are available in the Health Department budget to make this purchase.

P.22

Thank you for your consideration.



1a



CANON SOLUTIONS AMERICA

Statement of Work for:
COUNTY COMMISSIONERS OF WORCESTER COUNTY MARYLAND
uniFLOW Project Implementation

Effective Date: 6/6/2019

#1

SER-035 December 30, 2016

UID: 13442116

1b

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Document Revision History

	Version	Date	Description	Authored / Revised By
1	1.0	6/6/2019	Initial version of this document	Edward M Gove Jr

Technical Review

Title	Date	Reviewers Name <small>(Typed Name or Digital Signature only)</small>	Reviewers ID
PS Manager / Zone Director			
Solutions Analyst			
Implementation Engineer			

1.0 Company Overview

Company Name: COUNTY COMMISSIONERS OF WORCESTER COUNTY MARYLAND	
Contact Name and Title: Phil Taylor, Lead Contact	
Company Address (Main location): , Snow Hill, MD, 21863	
Number of Locations: 10 <small>(Provide details in Section 2.5)</small>	Number of users related to the solution: >250

2.0 Project Implementation Overview

This Statement of Work ("SOW") outlines the parameters by which Canon Solutions America and its retained vendors (together, "Canon Solutions America" or "CSA") will deliver to COUNTY COMMISSIONERS OF WORCESTER COUNTY MARYLAND ("Client" or "You") the work product for Client Solution project implementation. These parameters include project scope, deliverables, assumptions and governing work processes. As there are different parties involved with the implementation of this SOW, specific roles and responsibilities are presented for each – Client and CSA. Client's acceptance of and agreement with this project is based on Client's execution of the SOW's *Project Acceptance* (Section 6.0) and corresponding CSA Acquisition Agreement. ***(PLEASE NOTE: While CSA offers various form contracts for the purchase/lease/acquisition of solutions and equipment (e.g., Acquisition Agreement, Unified Lease Agreement, Purchase and Maintenance Agreement), for purposes of this SOW each is considered an "Acquisition Agreement".)*** This SOW is valid for Sixty (60) days from effective date indicated on the cover page and is only valid when accompanied by the corresponding CSA Acquisition Agreement #: S0914653

CSA estimates that the project implementation for Client will take approximately (6) days. The solution documented in this SOW may be installed using Professional Services that are delivered, in whole or in part, via remote access. CSA will provide the remote access method for this purpose - unless Client specifically chooses to provide the remote access method and CSA agrees that the proposed method is suitable to the solution being implemented. If challenges are encountered using a Client provided remote access method then additional Professional Services fees may be required to cover time expended to overcome these challenges.

The estimated Professional Services time included for this project does not necessarily reflect contiguous work time by CSA, but rather a complete start to finish estimate of the time required to implement the solution. Should CSA encounter prolonged delays to the project timeline, changes to the scope, or outside factors that have a material impact on the implementation, CSA may either present a Change Order (Appendix A) for the services and software needed to complete the implementation or terminate the project altogether. Please note that if a Change Order is issued, Client may incur additional costs/fees; if successful implementation is not possible, termination of the project will result in Client forfeiting solution implementation and its associated Professional Services.

2.1 Objectives

Following are the Client's objectives for this project:

1. Tracking copying and printing costs and usage
2. User Access/Security
3. Charge back to users and/or departments
4. Document Access/Security
5. Eliminating waste / Being more green

2.2 Proposed Solution

The proposed solution will provide the following features and functionality to meet the Client's stated objectives:

- New uniFLOW Configuration
- uniFLOW Enterprise Edition
- Modules
 1. Statistics
 2. Secure Printing
- Components
 1. SPP (Secure Public Printing) Device License for Canon MEAP. Quantity Pubic Sector: 19
 2. Remote Print Server. Quantity: 2
 3. SPP Device License for Compact MFP. Quantity: 40
 4. uniFLOW SPP Device License For SFP MEAP. Quantity: 88
- Software Maintenance
 - 5 year(s) of total software maintenance

Quantity	Item Code	Description
1	3575B005	uniFLOW Basic License (Enterprise Edition)
1	3575B006	uniFLOW Standard Module (Enterprise Edition)
2	3575B009	uniFLOW Remote Print Server (Enterprise Edition)
19	3575B610	uniFLOW SPP (Secure Public Printing) Device License for Canon MEAP (1 Device) Public Sector
15	3575B197	uniFLOW SPP Device License for Compact MFP (1 Device)
1	3575B199	uniFLOW SPP Device License for Compact MFP (25 Devices)
3	3575B322	UNIFLOW SPP DEVICE LICENSE FOR SFP MEAP (1 DEVICE)
1	3575B323	UNIFLOW SPP DEVICE LICENSE FOR SFP MEAP (10 DEVICES)
1	3575B326	UNIFLOW SPP DEVICE LICENSE FOR SFP MEAP (75 DEVICES)
4	1396V766	uniFLOW Implementation Services by Local Systems Analyst
2	1396V768	POP SUBSCRIPTION SUPPORT SERVICES 50 UNIT BLOCK: POINT-OF-PURCHASE (POP)

150	3575B642	MICARD PLUS-2 SC V2 READER
1208	3575B040	uniFLOW Software Assurance (1 Point)

2.3 Client Environment for which the Solution is Designed

The proposed solution is designed for following environment:

User Access

- The user is defined locally via:
 - Active Directory
- The Pin Code information is stored - as an Attribute in Active Directory.
- The following user access cards are used:
 - Proximity Cards
- The client provided cards have been tested.
 - Cards read with default configuration RDR 608x compatible.
- 130 Card Readers require Reprogramming.
 - Card Readers for the 128 IC devices will need to be flashed for proper device recognition. All card readers and IC devices are to be shipped to a central staging area before distributing to the outlying locations. All card reader flashing must be done prior to being distributed. These flashed readers must be marked as readers for the iRADV devices accept the base firmware preloaded on the readers.
- The user identification cards are the same for all locations.
- The uniFLOW solution will require a onetime self-registration of the cards.

Environment

Component	Qty. Quantity	Operating System	Dedicated	Physical/Virtual	Env. Notes
uniFLOW	1	Windows Server 2016	TRUE	VMware	
SQL Server	1	SQL 2016	TRUE	VMware	
RPS	2	Windows Server 2016	TRUE	VMware	

- The Client has stated the following types of Workstation:
 - Windows 7, Physical
 - Windows 10, Physical

2. uniFLOW will need to function with a line of business application called Pattrac.
 - Pattrac is a locally developed EHR System
 - Pattrac is accessed by Remote Desktop Services
 - End users use their AD credentials to access Pattrac
 - Pattrac uses Windows Post Script Drivers loaded locally on the Host Pattrac Server for printing
 - Pattrac printing will need to be tested for uniFLOW Secure Print functionality
 - If required, Pattrac can continue to print directly to the Canon devices bypassing uniFLOW Secure Print
 - Canon Solutions America can not guarantee successful uniFLOW Secure Printing with Pattrac and this must be tested
3. The client has stated they use the following Directory Services: Active Directory
4. The uniFLOW Server SQL 2016 DB will be external

Statistics

1. Devices that require reporting on:
 - Canon Multifunction Printers and Canon Single Function printers
2. The following functions will be required to be reported on:
 - Copy
 - Print
3. The Client requires 1 price profiles to be created.
4. The following level of reporting is required:
 - User
 - Group – AD Groups will be tracked to monitor group printing and copy activities
 - Device
5. Client requires reporting on the following basis:
 - As Needed
6. Client requires these reports to be distributed using:
 - Email
7. Client requires reports in the following format:
 - PDF
 - XLS

Secure Print

1. uniFLOW Secure Print will use the following Page Description Languages (PDL):
 - PS
2. The Client has line of business applications that they would like to function with Secure Printing. They are the following:
 - Pattrac, See notes on Pattrac page 5 above, Environment, Point 2These application(s) have NOT been tested as part of a uniFLOW Trial.
3. CRQM will be used with uniFLOW Secure Printing so that users can submit their print job from any location and release their print job from any location configured with uniFLOW.

NOTE: All Canon iRADV and iRADVC series devices will display a user interaction screen and allow for print job selection, options, and deletion for secure printing. Canon iC Series devices will print all jobs held in the authenticated users secure print queue upon authentication. Job selection, options, and deletion is not available on these devices.

NOTE: The Canon iPC650 with GX200 controller will require its own dedicated Secure input Queue using the Fiery GX200 native print driver. CSA will need to introduce a routing Queue to ensure that all print jobs submitted to the uniFLOW Secure Queue with the GX200 input driver are not available for printing on the Canon iRADV, iRADVC, and iC series devices.

[Devices]

MFP's

MFPQuantity	MFPMake	MFPModel	MFPDDL	MFPController
11	Canon	iRADV45xx i Series	PS	Canon
5	Canon	iRADVC 55xx i Series	PS	Canon
8	Canon	iC MF 525dw	PS	Canon
2	Canon	iC MF 735CDW	PS	Canon
1	Canon	iPC650	PS	Fiery

SFP's

SFPQuantity	SFPMake	SFPModel	SFPDDL	SFPController
88	Canon	iC LBP312dn	PS	Canon
30	Canon	iC LBP654dw	PS	Canon

2.4 Project Stakeholders

The following table includes but is not intended to be an exclusive list of approved CSA and Client project stakeholders. The parties may update the list of project Stakeholders from time to time as appropriate.

Name	Title	Phone / Email	Function
Justin Cronshaw	Account Executive	302.793.4055 jcronshaw@csa.canon.com	<ul style="list-style-type: none"> • Functions as the account manager and primary sales contact for Client
Edward M Gove Jr	Pre Sales Analyst	609.556.5147 egovejr@csa.canon.com	<ul style="list-style-type: none"> • Pre Sales Discovery and Documentation • Assumes daily responsibility for the activities of the CSA resources and serve as the primary liaison for communication and management • Develops and maintains the Implementation plan, manages issues, provides time and labor cost estimates, and maintains staffing at proper levels
Anthony Chlera	Implementation Engineer	856.291.3965 achiera@csa.canon.com	<ul style="list-style-type: none"> • Lead implementation contact who is responsible for the implementation, testing, and training of the solution
Phil Taylor	Lead Contact	410.632.1100 Phil.Taylor@Maryland.gov	<ul style="list-style-type: none"> • Primary Client contact

2.5 In-Scope Client Locations

Location Name	Location Address	Notes
Worcester County Health Department	6040 Public Landing Rd Snow Hill, MD 21863	Ex. Location of Data Center

3.0 Implementation and Deliverables

The following describes the deliverables ("Deliverables"), to be provided under this SOW, and the implementation process and its various stages ("Implementation"), to be used by CSA, and Client's responsibilities therefor.

#	Description
1	<p>Implementation Kickoff Meeting:</p> <ol style="list-style-type: none"> 1. Review and validate Client high level requirements and planned use of proposed solution. 2. Communicate and collect all required information, resources and access permissions needed for successful solution implementation/Implementation completion with Client. 3. Identify the Subject Matter Experts (SMEs) and verify their availability; e.g. systems administrators, data base administrators, network engineers, and end-users. 4. Schedule the implementation activities to minimize Client business disruptions.
2	<p>Solution Installation and Configuration (Deliverable #1):</p> <ol style="list-style-type: none"> 1. uniFLOW Server Installation Add IIS Role with required options for uniFLOW. Add LPD/LPR if required for CRQM. Disable Windows firewall or open required ports for uniFLOW. Install uniFLOW. 2. RPS Installation: Open specific uniFLOW ports if required. Install RPS software (momaps.exe) on customer's print server. Note that a reboot of the print server is required. Ensure connection to uniFLOW server and proper synchronization of RPS 3. RPS Printer Queue Creation: Work with customer to establish a printer naming convention and connectivity strategy. Install Canon Generic PS Plus Printer Drivers. Create Windows printers and port connections. 4. LDAP Import connections: Note: A domain\user service account with rights to bind to LDAP must be provided by customer. This account's password can never change. Customer must provide all DNs of OUs containing user accounts for import into uniFLOW. One connection for each OU will be created. Create uniFLOW LDAP Connection to access a specific OU that contains user accounts. Configure for servername/IP & username/password to bind to LDAP. Determine and apply user object filter needed to ensure only user accounts are imported. Map LDAP attributes to uniFLOW field scheme as required. Set static mappings if required to support overall design of system. 5. Pricing Profiles: Note: Customer should consider and determine a pricing strategy for print and copy activity prior to uniFLOW installation. Items to consider are: Cost of devices including lease; click charges; cost per copy if so contracted. Color VS B&W printing and copying. Per sheet cost of all paper sizes that will be supported. Configure pricing profile as per customer's pricing strategy to be assigned to devices / groups.

	<p>6. Reporting Task: Configure a reporting task to generate a specific built-in uniFLOW Statistics report and email to customer defined personnel. SMB and FTP file transfers are also supported.</p> <p>7. Secure Input Printers for PC: Configure Secure Input Printer for PC users.</p> <p>NOTE: The Canon iPC650 with GX200 controller will require its own dedicated Secure Input Queue using the Fiery GX200 native print driver. . Canon will need to introduce a routing rule to ensure that all print jobs submitted to the uniFLOW Secure Queue with the GX200 input driver are not available for printing on the Canon iRADV, iRADVC, and iC series devices.</p> <p>8. Secure Output Printers: Create uniFLOW Secure Output Printer.</p> <p>9. CMFPs and SFPs (Secure Print): Note: There must be a person onsite at the CMFP device to test device login after the printer is configured in uniFLOW. Configure and activate CMFP device as secure output printer in uniFLOW. NOTE: Canon will assist in configuring and testing up to 10 CMFP and up to 20 SFP devices during implementation. Training and documentation will be provided describing the steps required to establish these devices in uniFLOW. Canon will be responsible to ensure all devices and card readers are flashed for these devices</p> <p>10. MEAP Device Installation: Installation of uniFLOW client and Login Manager on MEAP device. Set other configurations of device as required for overall system design.</p> <p>11. Card readers requiring custom configurations: Configuration of USB 130 card readers will be required for proper device recognition for the Canon iC devices. Canon will ensure these readers are flashed properly. The readers for the CMFP and SFP devices must be clearly marked on the reader as the iRADV and iRADVC devices do not need to be flashed for compatibility. All card readers will be shipped to our Mt Laurel, NJ office attention Tony Chiera. All card reader flashing will be performed in this office. The readers will then be overnight shipped to Worcester after flashing.</p>
3	<p>Solution Testing (Deliverable #2):</p> <ol style="list-style-type: none"> 1. CSA will informally test and verify the functionality of the solution during installation and configuration. <p>NOTE: If Client requires their test plan to be utilized for the solution testing, then this plan must be submitted to CSA for approval prior to signing this SOW (Section 6.0 Project Acceptance).</p>
4	<p>Training (Deliverable #3): CSA will provide the following training related to this solution:</p> <ol style="list-style-type: none"> 1. One (1) session of up to (1) hours of Administrator Training. 2. Documentation must be provided by Canon for adding the CMFP and SFP devices to uniFLOW. <p>NOTE: Client staff who receive the End User Training will be responsible for training other staff within the environment on the use of the solution.</p> <p>NOTE: Training will be provided immediately following Solution Testing. Any request to post-pone the Training by Client may be subject to a Change Order.</p>

	NOTE: Please see Appendix B of this SOW for the Training Agenda.
5	Documentation and Support Escalation (Deliverable #4): <ol style="list-style-type: none"> 1. CSA will provide an Implementation Summary Report. 2. CSA will instruct Client on its Post-Implementation Support escalation process (Section 5.0).

3.1 Client's Implementation Responsibilities

1. Client will participate in the reviews sessions and provide all required information and resources to make timely and proper configuration decisions for the uniFLOW configuration to be implemented.
2. Client will make available to the implementation team all required data and resources that are required to import user information (user login, email address, cost center, etc.) to uniFLOW to configure for the client environment.
3. Client will have all necessary hardware and systems patched with the latest software/firmware updates prior to the beginning of the implementation.
4. Client will provide all necessary resources, personnel physical/network access, and associated permissions to their systems, servers, firewalls, network infrastructure, and physical locations, as needed, in order to install and configure the proposed solution in a timely fashion and in accordance with the agreed upon project timeline.
5. Client is responsible for the installation, configuration, and utilization of any anti-virus or malware software on the systems/servers that they will provide for the proposed solution.
6. Client is responsible for the installation, configuration, and utilization of any backup or disaster recovery software on the systems/servers that they will provide for the proposed solution.
7. Client is responsible to ensure all users that are to use this uniFLOW solution are resident in Active Directory and uniFLOW will authenticate users to Active Directory.
8. Client is responsible to ensure all Windows client systems will require users to log in and authenticate via Active Directory.
9. Client will allocate and schedule staff who are to receive the uniFLOW Training.
NOTE: If needed, Client will be responsible for reserving any required resources to conduct the training session(s) [ex. physical space/room(s), telephone, physical/network access]
10. Client will accept CSA's testing procedures as satisfactory to evaluate the functionality of the solution - otherwise the Client will provide testing procedures it plans to use during this project.
11. **NOTE: Any testing procedure required to be used by the Client will need to be reviewed and accepted by CSA prior to signing and executing this SOW document.**

4.0 uniFLOW Operating System and Server Hardware Specifications



Requirement for Dedicated Servers

The uniFLOW Server and uniFLOW Remote Print Servers (RPS) are required to be installed on dedicated systems (physical or virtual) running a suitable Windows Server operating system. The physical server or virtual machine (VM) to which the uniFLOW Server and uniFLOW RPS software is installed should not function as a domain controller, email server, database server, or other server functionality – with the exception that the uniFLOW RPS software will be installed to a server functioning as a print server for the environment.

4.1 Operating Systems

Windows Server 2008 R2

- Standard installation with a graphical user interface
- Internet Information Services (IIS) 7.5 (prepared for a uniFLOW installation)
- Internet Explorer 11

Windows Server 2012

- Standard installation with a graphical user interface
- Internet Information Services (IIS) 8 (prepared for a uniFLOW installation)
- Internet Explorer 10

Windows Server 2012 R2

- Standard installation with a graphical user interface
- Internet Information Services (IIS) 8.5 (prepared for a uniFLOW installation)
- Internet Explorer 11

Windows Server 2016

***NOTE:** It is recommended that new installations of the uniFLOW Server and uniFLOW Remote Print Server (RPS) systems be installed on Windows Server 2012 or newer Windows Server operating systems.



Internet Explorer 6 to 10 are known to be compatible with uniFLOW.

However, as Microsoft has discontinued the support for these versions, NT-ware will no longer test older Internet Explorer versions than Internet Explorer 11.



For more information, please refer to the white paper *Software Compatibility List for NT-ware Products (MOMKB-471)* in the NT-ware Knowledgebase.

Please note that registration is required in order to access the NT-ware Knowledgebase.

4.2 Hardware

This topic describes the minimum recommended hardware requirements for the uniFLOW Server and the uniFLOW RPS.

Actual requirements will vary based on your system configuration and the applications and features you choose to install. Processor performance is not only dependent on the clock frequency of the processor, but the number of cores and the size of the processor cache. Disk space requirements for the system partition, mentioned below, are approximate recommendations and include sufficient disk space only for operating system, uniFLOW installation, and runtime processing – not space for storage of print or scan jobs long term.

Recommended hardware requirements

- CPU:
 - Multi Core CPU with a 1.5 GHz minimum clock speed based on MFD count as follows:
 - 1 - 100 MFDs (2 CPU)
 - 101- 200 MFDs (4 CPU)
- RAM:
 - Minimum 8 GB
- Hard Disk Drive:
 - Minimum of 80 GB of free disk space

4.3 Virtualization Platforms

uniFLOW supports the following Virtualization Platforms:

VMware vSphere
Microsoft Hyper-V

NOTE: If the Client wishes to have the uniFLOW Server and/or uniFLOW RPSs hosted on a Virtualization Platform other than those listed above, then the Client must inform CSA of the Virtualization Platform that is intended to be used (including software version information) prior to acceptance and execution of this SOW.

4.4 Required Software Components for uniFLOW

4.4.1 Microsoft .NET Framework

uniFLOW and the RPS require Microsoft .NET Framework 4.0 or higher. This applies to each Windows server system where uniFLOW or the RPS are to be installed. If the required Microsoft .NET Framework is not present on the system, the uniFLOW installer automatically installs the necessary packages during the installation.



The automatic installation of the Microsoft .NET Framework requires an internet connection.

4.4.2 Database

The following Microsoft SQL Server versions are compatible with uniFLOW:

- Microsoft SQL Server 2008 R2 Express Edition*
- Microsoft SQL Server 2005 (Enterprise, Standard, Workgroup, Express)
- Microsoft SQL Server 2012 (Business Intelligence, Enterprise, Standard, Express)
- Microsoft SQL Server 2014 (Business Intelligence, Enterprise, Standard, Express)
- Microsoft SQL Server 2016

If the above noted limitations are too limiting for the uniFLOW configuration to be installed, a separate Microsoft SQL Server is required.



For more information, please refer to the white paper *Microsoft SQL Server Licensing (MOMKB-261)* in the NT-ware Knowledgebase.

Please note that registration is required in order to access the NT-ware Knowledgebase.

4.5 Optional Systems and Software that may be Required

4.5.1 LDAP

The following LDAP servers have been tested in conjunction with uniFLOW and are recommended by NT-ware – if LDAP is to be used as part of the configuration.

- Microsoft Active Directory (LDAP)
- Microsoft Active Directory (LDAP over SSL)
- Novell NDS

NOTE: If the Client wishes to have the uniFLOW Server and/or uniFLOW RPSs hosted on a Virtualization Platform other than those listed above, then the Client must inform CSA of the Virtualization Platform that is intended to be used (including software version information) prior to acceptance and execution of this SOW.

NOTE: If any other LDAP server than those listed above is to be used with the uniFLOW configuration then the Client needs to identify this and provide specific details of their LDAP server to validate it as compatible to uniFLOW.

5.0 Post-Implementation Maintenance and Support

The solution implemented by this SOW is transitioned to the Maintenance and Support stage upon completion of the Deliverables (Section 3.0). CSA's Standard Solution Support program provides the ability to obtain support for the duration of Client's software support contract by calling:

Canon Solutions America Help Desk

1-800-355-1385

Monday – Friday (8:30 AM to 8:00 PM EST)

All requests for support **MUST** be initiated through the above CSA Help Desk 1-800# where initial troubleshooting and diagnosis will be conducted by a Technical Support Technician. Standard Solution Support will provide the following:

- Remote troubleshooting and diagnosis of error conditions and anomalies
- Incident escalation to appropriate support and engineering resources within CSA and its partners
- Software Bug Fix/Hotfix (Remote Implementation included)
- Software version update (Implementation not included)

If troubleshooting by a Technical Support Technician determines that onsite support is required to remediate the reported incident, then CSA can escalate the incident to have an Implementation Engineer (local to the account) assist with the resolution.

Any incidents identified as being caused by modifications to the environment (network, Operating System, or application – including, but not limited to configuration changes, component upgrades, data modifications and hardware replacement) by Client **DURING** or **AFTER** the initial solution implementation, either intentional or unintentional, may be billable and subject to Professional Services fees to resolve the issue.

5.1 Additional Solution Support Options

In addition to the Standard Solution Support program mentioned above, CSA offers:

- Subscription Support Services
- Extended Solutions Support - 24x7x365

Information on these Support options is provided in the following sections below.

5.1.1 Subscription Support Services

Subscription Support Services is a program where Client pre-purchases Support Units (aka Unit Blocks) and consumes these units when needed. Subscription Support Services can be used to have Canon Solution America personnel assist with the following:

- Implementation of software version update
- Migration of software from one server/location to another
- Software configuration changes (including maintenance tasks)
- Additional Training (End-User or Administrative)

For more information on Subscription Support Services, please contact your Sales Representative. To initiate a Subscription Support engagement, please contact the Canon Solutions Americas Help Desk.

NOTE: Professional Services delivered via Subscription Support Services may require an SOW to document the services to be provided and the intended results.

5.1.2 Extended Solutions Support – 24x7x365

Extended Solutions Support is a premium support offering available through CSA that enhances the Standard Solution Support program (Section 5.0) to include 24x7x365 incident response, analysis, resolution, and/or escalation.

For more information on the Extended Solutions Support program, please contact your Sales Representative. To initiate an Extended Solutions Support request, please contact the Canon Solutions Americas Help Desk.

6.0 Project Acceptance

Execution of signatures below by authorized representatives of Client and of CSA indicates acceptance of the terms of the SOW, including its *Terms and Conditions*.

Client Acceptance

COUNTY COMMISSIONERS OF WORCESTER
COUNTY MARYLAND

Company Name

Signature

Date

Print Name

Print Title

Canon Solutions America Acceptance

DocuSigned by:
Dawn Rouse

Signature

06/10/2019 | 9:08 AM EDT

Date



Dawn Rouse

Print Name

Senior Director, Strategic Pricing

Print Title

Terms and Conditions

1. Scope; Terms and Conditions

The following terms and conditions are applicable to the SOW between you ("You" or "Client") and Canon Solutions America, Inc. ("CSA"), and supplement and control the terms and conditions of the applicable CSA acquisition agreement (whether an "Acquisition Agreement", "Unified Lease Agreement", "Purchase and Maintenance Agreement" or other CSA agreement for the acquisition by purchase or lease of any Listed Item – each, an "acquisition agreement"). For purposes hereof, the SOW shall be deemed a "Listed Item" under the acquisition agreement notwithstanding anything contained in the acquisition agreement to the contrary. Equipment, hardware, software or consumables acquired from CSA in conjunction with the SOW may be governed by various acquisition agreements, but not by the SOW; as such, Your payment and other obligations under such acquisition agreements are not dependent in any way upon CSA's performance of the SOW.

2. Standard Implementation Assumptions

In order to implement successfully the SOW, CSA has relied upon and You hereby acknowledge these key assumptions:

- a. Although CSA's Implementation personnel may consist of CSA's authorized employees, retained third party vendors, or both, in any event CSA shall retain sole responsibility to Client.
- b. You will allow Implementation Stakeholders accompanied or badged access to the Implementation-relevant areas. Except as otherwise set forth in the SOW, CSA will perform the Implementation during CSA's normal business hours (8:30 AM to 5:00 PM (local time), Monday through Friday, excluding CSA holidays).
- c. Implementation Stakeholders will have administrative access to all servers and domains necessary for the Implementation either directly or by proxy.
- d. With regard to any "shrink-wrap" or "click-wrap" acceptance required of an end user license agreement ("EULA"), software as a service or other subscription agreements ("SA") and/or software maintenance agreement ("SMA") for software associated with the SOW, You hereby authorize CSA to accept same on Your behalf (e.g., by clicking the "I ACCEPT" button of the EULA, SA or SMA), and You agree to comply with the terms of same. EULAs, SAs, and SMAs are available at <http://ess.csa.canon.com/SMA-EULA.html>
- e. CSA will not be liable for any loss of data during or as a result of the Implementation. CSA assumes all data that could be affected by the Implementation has been backed up by You and covered by Your recovery procedure.
- f. All software supplied by You for use in the Implementation is properly licensed to You.
- g. Any changes to this SOW, including as to Implementation outside of CSA's normal business hours, must be made in writing in accordance with Section 4 below and Appendix A (Change Order Form).
- h. There is no commitment for ongoing support expressed or implied by the SOW. Any additional requests for services after this Implementation's completion may be subject to additional charges on a time and materials basis or may be the subject of an applicable software maintenance agreement or subscription support services agreement.
- i. Any work product not specifically listed in this SOW is considered out of scope. Services that are out of scope will be addressed through CSA's Implementation change order procedure. (See Section 4 below and Appendix A)
- j. It is Client's responsibility ensure that its resources are capable and available to assist CSA during the course of the Implementation to ensure timely completion of the Deliverables. This includes but is not limited to Client personnel, resources for designing, building, testing, and implementing, and staff for the training of personnel.
- k. Client will assign a dedicated point of contact to act in the role of Implementation manager. He or she will work in tandem with CSA to facilitate communication and proper execution throughout the lifecycle of the Implementation.
- l. If a change in resources is required during the course of the Implementation, CSA will work with the Client's assigned Implementation manager to facilitate the transition. CSA will ensure that resources with the appropriate technical skill set will be properly aligned with the requirements of the engagement.
- m. If stated in *Implementation Stakeholders* (Section 2.3), CSA will provide Internal Implementation management for the project or appropriate portion thereof.
- n. In cases where the required system information is not available or able to be determined by Client resources, CSA will issue a Change Order to extend the requirements gathering activities to collect the required information.
- o. Client will make all commercially reasonable attempts to respond to all requests for information in writing within two (2) business days.
- p. If Client has its own process for managing change or otherwise is aware of internal factors that might delay the completion of this Implementation, Client will inform CSA prior to the initiation of this Implementation.

Changes in these assumptions may result in a scope change, which may cause You to incur additional professional services fees or delays in the delivery schedule

3. Standard Dependencies and External Requirements

Deliverables may be predicated on certain additional information, external deliverables or agreements. In order to successfully fulfill the requirements of the SOW, additional required documentation (other than the acquisition agreement) are incorporated into and made part of the SOW. Where conflicts or inconsistency might exist between terms of the acquisition agreement and of the SOW, the terms of the SOW shall take precedence with respect to the Deliverables.

4. Implementation Change Order Procedure

Once a change condition is identified, there are three (3) steps involved with Implementation Change Management:

- a. Your submittal of Change Order form (Appendix A)
- b. CSA's approval / rejection of the Change Order
- c. Modification / Adjustment of Implementation if required

The Change Order form is executed by You with CSA's assistance. CSA evaluates Change Orders individually for their overall impact on the Implementation's constraints. CSA will work with Your Implementation manager to communicate these changes and acquire the required approvals for any costs related to Change Orders. You acknowledge a Change Order is required for work performed outside of CSA's normal business hours, under the following conditions: (i) minimum engagement of four (4) hours; (ii) work typically billed in a minimum of one (1) hour increments; and (iii) hourly services billed at multiples of one and one-half (1.5x) for Monday-Friday after-hours and double (2x) for Saturdays, Sundays and Holidays.

Terms and Conditions (Continued)

5. Completion Criteria

CSA will have fulfilled its obligations under the SOW when one (1) of the following first occurs:

- a. CSA completes the Deliverables, or,
- b. You terminate the SOW for reasons beyond the control of CSA.

6. Implementation Fees

CSA will invoice You per the terms and conditions of the associated acquisition agreement. The parties acknowledge the Project Implementation fee was established on the scope of effort presented to CSA during initial discovery discussions. In the event additional, material requirements are uncovered during the detailed discovery or implementation execution, CSA will require a Change Order in accordance with Section 4 hereof and Appendix A (Change Order Form).

7. Period of Performance

The approximate time to complete the Implementation is an estimate and is subject to revision. Should CSA encounter challenges to the scope or outside factors that have a material impact on the Implementation, CSA will present a Change Order for the services and software needed to complete the job in accordance with Section 4 hereof and Appendix A (Change Order Form).

8. Implementation Scheduling & Change Policy

CSA will endeavor to work diligently with You to accommodate reasonable schedule requirements. On-site work must be scheduled with a three (3) week minimum advance notice.

CSA recognizes circumstances may arise necessitating the rescheduling of the SOW implementation. Schedule changes requested more than fifteen (15) business days prior to the scheduled implementation date will be accommodated with no charge to You. As CSA must reserve engineering resources in anticipation of the requested implementation date, scheduling changes requested within fifteen (15) business days of the scheduled implementation date are subject to a fee of up to, and including, the full cost of the associated professional service fees and travel costs.

9. Limited Warranty and Limitation of Liability

CSA makes no warranty for proper functioning of equipment supplied by You including, but not limited to: PCs, servers and networks

CSA makes no warranty for the proper functioning of your proprietary network, server or workstation software. Proprietary is defined for this purpose as software packages that are not sold by CSA.

CSA warrants its workmanship on all installation services provided for a period of thirty (30) days from the date such services are rendered. This warranty applies only to the original installation by CSA and does not include alterations or modifications initiated by You or failure of equipment not provided by CSA.

THE SERVICES PERFORMED UNDER THIS AGREEMENT ARE ADVISORY AND NO SPECIFIC RESULT IS ASSURED OR GUARANTEED. CSA EXPRESSLY DISCLAIMS ALL WARRANTIES EXPRESS OR IMPLIED INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. YOU EXPRESSLY ACKNOWLEDGE THAT THE FURNISHING OF SERVICE UNDER THIS AGREEMENT DOES NOT ASSURE UNINTERRUPTED OPERATION AND USE OF EQUIPMENT OR SOFTWARE. CSA SHALL NOT BE LIABLE FOR INJURY OR PROPERTY DAMAGE EXCEPT TO THE EXTENT CAUSED BY CSA'S NEGLIGENCE OR WILLFULL MISCONDUCT. CSA SHALL NOT BE LIABLE FOR EXPENDITURES FOR SUBSTITUTE EQUIPMENT, SOFTWARE OR SERVICES, LOSS OF REVENUE OR PROFIT, LOSS, CORRUPTION OR RELEASE OF DATA, FAILURE TO REALIZE SAVINGS OR OTHER BENEFITS, STORAGE CHARGES OR INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF, OR IN CONNECTION WITH, THIS SOW OR THE DELIVERABLES, REGARDLESS OF THE LEGAL THEORY ON WHICH THE CLAIM IS BASED AND EVEN IF CSA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Client/Customer Initials _____



Appendix A: Change Order Form

Change Order #		Change Order Date	
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Change Requestor Information			
Company Name	COUNTY COMMISSIONERS OF WORCESTER COUNTY MARYLAND		
Name & Title			
Phone		Email	

Description of Requested Change

NOTE: Change Orders must be reviewed and authorized by CSA for acceptance of the requested change. Changes to the scope of an implementation may require additional software components and/or Professional Services to make the requested change operational - where this may result in additional costs.

Additional software components required: Yes No

Additional Professional Services required: Yes No

Change Authorization Approval

Change authorized for COUNTY COMMISSIONERS OF WORCESTER COUNTY MARYLAND by:

Print Name

Print Title

Signature

Date

Change authorized for Canon Solutions America, Inc. by:

Print Name

Print Title

Signature

Date



CANON SOLUTIONS AMERICA
 Canon Solutions America, Inc. ("CSA")
 One Canon Park, Melville, NY 11747
 (800)-613-2228

UNIFIED LEASE AGREEMENT
#ULF S0914653.04

Salesperson: Justin W. Cronshaw

Order Date: 6/7/2019

Customer ("You"): Customer Account: 1022962		Organization Information	
Company Legal Name: COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND		Federal Tax Identification Number (TIN):	
Doing Business As:		<input type="checkbox"/> Corporation <input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Partnership <input type="checkbox"/> Limited Liability Partnership <input type="checkbox"/> Non-Profit Corporation <input checked="" type="checkbox"/> State or Local Government <input type="checkbox"/> Sole Proprietorship If selected, complete Date of Birth _____	
Billing Address: 6040 PUBLIC LANDING RD ATTN HEALTH DEPT			
City: SNOW HILL	County: WORCESTER		
State: MD	Zip: 21863-2453	Phone: 410.632.1100	
Contact: PHIL TAYLOR		Fax:	
E-Mail: philip.taylor@maryland.gov		Chief Executive Office and address for notices:	
		Address:	
		City:	State: Zip:

Lease Information		Amount Due at Signing	
Lease Term 60 Months	# of Payments 60	Payment * \$ 11,890.03 (* Plus applicable taxes)	# of Payments in Advance: 0 TOTAL DUE AT SIGNING * \$ 0.00
Payment Frequency <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly		End of Lease Term Purchase Option * <input checked="" type="checkbox"/> Fair Market Value <input type="checkbox"/> \$1.00 <input type="checkbox"/> Other _____ (estimated)	Check must accompany agreement <input checked="" type="checkbox"/> Tax Exempt Yes (Attach certificate)

Equipment Description: See Schedule A

Equipment Maintenance	Select 1 option: <input checked="" type="checkbox"/> Included for all Equipment	<input type="checkbox"/> Included, except for Equipment excluded on Schedule A	<input type="checkbox"/> Declined	<input type="checkbox"/> Under separate agreement
Excess Per Image Charge Billing Cycle <input type="checkbox"/> Monthly <input checked="" type="checkbox"/> Quarterly <input type="checkbox"/> Other _____		Coverage Plan <input type="checkbox"/> Per Unit <input checked="" type="checkbox"/> Fleet <input type="checkbox"/> Aggregate		
Consumables Inclusive <input checked="" type="checkbox"/> Toner (excludes clear) <input checked="" type="checkbox"/> Other Staples		Toner Fulfillment Method Customer order unless noted for Equipment on Schedule A**	PO Required <input checked="" type="checkbox"/> Yes PO# _____ <input type="checkbox"/> No	Charges See Schedule A

Personal Guaranty

~~The undersigned (whether one or more are specified, "Guarantor(s)"), in consideration of CANON SOLUTIONS AMERICA, INC. ("CSA") entering into a unified lease agreement (together with any schedules or supplements thereto, "Agreement") with the customer identified above ("Customer"), irrevocably and unconditionally, jointly and severally, guarantee to Lessor (as defined in the Agreement) and its successors and assigns, the payment when due of all amounts owed under the Agreement (whether at maturity or upon the occurrence of an event of default or otherwise) and the performance by Customer of all terms of the Agreement and any other transaction between Customer and Lessor (or CSA as assigned to Lessor) (collectively, "Liabilities"). If Customer shall fail to pay or perform any Liabilities when due, Guarantors shall, upon demand, pay any amounts which may be due from Customer and take any action required of Customer under the Agreement. This is an absolute and continuing guaranty and Guarantors' liability under this Guaranty is primary and will not be affected by any settlement, extension, renewal or modification of the Agreement or any discharge or release of Customer's obligations, whether by agreement or operation of law.~~

~~If any payment applied by Lessor on the Liabilities is thereafter set aside, recovered or required to be returned for any reason (including without limitation the bankruptcy, insolvency or reorganization of Customer or any other person), the Liabilities to which such payment was applied shall for the purposes of this Guaranty be deemed to have continued in existence, notwithstanding such application, and this Guaranty shall be enforceable as to such Liabilities as fully as if such application had never been made. This Guaranty may be terminated only upon sixty (60) days' prior written notice to CSA and Lessor, and such termination shall be effective only as to Liabilities arising under schedules, supplements, or agreements entered into after the effective date of termination and shall not affect Lessor's rights under this Guaranty arising out of the Agreement or other agreements entered into prior to such date. Guarantors waive all damages, demands, presentations and notices of every kind and nature, any rights of set-off, and any defenses available to a guarantor (other than the defense of payment and performance in full) under applicable law. Guarantors further waive any (i) notice of the incurring of indebtedness by Customer and the acceptance of this Guaranty, (ii) right to require suit against Customer or any other party before enforcing this Guaranty and (iii) right of subrogation to Lessor's rights against Customer until the Liabilities are satisfied in full. Any (a) renewals and extensions of time of payment, (b) release, substitution or compromise of or realization upon the Equipment, other guaranties or any collateral security and (c) exercise of any other right under this or any other agreement between Lessor (or CSA as assigned by Lessor) and Customer or any third party, may be made, granted and effected by Lessor without notice to Guarantors and without in any manner affecting Guarantors' liability under this Guaranty.~~

~~Guarantors shall pay all expenses (including attorneys' fees and legal expenses) paid or incurred by Lessor in endeavoring to collect the Liabilities or any part thereof and in enforcing the Guaranty. THIS GUARANTY SHALL FOR ALL PURPOSES BE DEEMED A CONTRACT ENTERED INTO IN THE STATE OF NEW JERSEY. THE RIGHTS OF THE PARTIES UNDER THIS GUARANTY SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW JERSEY WITHOUT REFERENCE TO CONFLICT OF LAW PRINCIPLES. ANY ACTION BETWEEN GUARANTORS AND LESSOR SHALL BE BROUGHT IN ANY STATE OR FEDERAL COURT LOCATED IN THE COUNTY OF CAMDEN OR BURLINGTON, NEW JERSEY, OR AT LESSOR'S SOLE OPTION, IN THE STATE WHERE ANY GUARANTOR, CUSTOMER OR EQUIPMENT IS LOCATED. GUARANTORS, BY THEIR EXECUTION AND DELIVERY HEREOF, IRREVOCABLY WAIVE OBJECTIONS TO JURISDICTION OF SUCH COURTS AND OBJECTIONS TO TO VENUE AND CONVENIENCE OF FORUM. GUARANTORS, BY THEIR EXECUTION AND DELIVERY HEREOF, AND CSA AND LESSOR, BY THEIR ACCEPTANCE HEREOF, HEREBY IRREVOCABLY WAIVE ANY RIGHT TO A JURY TRIAL IN ANY SUCH PROCEEDINGS.~~

~~Guarantors agree that CSA and Lessor may accept a facsimile or other electronic transmission of this Guaranty as an original, and that facsimile or electronically transmitted copies of Guarantors' signatures will be treated as an original for all purposes.~~

~~Printed Name: _____ Signature: _____ (no title) Date: _____
 Address: _____ Phone: _____
 Printed Name: _____ Signature: _____ (no title) Date: _____
 Address: _____ Phone: _____~~

BY YOUR SIGNATURE BELOW, YOU AGREE TO LEASE THE ITEMS LISTED ON SCHEDULE A OR IN ANY ADDENDUM(S) TO THIS AGREEMENT. YOU ACKNOWLEDGE RECEIPT OF A COPY OF THIS AGREEMENT, INCLUDING THE GENERAL TERMS AND CONDITIONS, WHICH ARE INCORPORATED HEREIN BY REFERENCE. The undersigned and CSA have each caused this Agreement to be executed as of the date first written below.

Customer's Authorized Signature: _____	Date: _____
Printed Name: _____	Title: _____
CSA Authorized Signature: _____	Date: _____
Printed Name: _____	Title: _____

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1. LEASE OF EQUIPMENT AND SOFTWARE

1.1 Listed Items; Commencement of Lease; Lessor. CSA shall supply, for lease by you as provided below, and you shall lease the units of equipment ("Equipment") and licenses of software with separate support contracts, if applicable ("Listed Software"; and together with the Equipment and all replacements and additions thereto, "Listed Items") indicated on Schedule A. The initial lessor is Canon Financial Services, Inc. (together with any future successors and assigns of its rights as lessor, "Lessor"). You shall keep the Listed Items at the "Ship To" location, not move them to another location without the prior written consent of Lessor (defined below), and keep them free and clear of all liens and encumbrances. This Agreement shall be effective on the date the Listed Items are delivered to you ("Lease Commencement Date"). The term of this Agreement begins on the date accepted by CSA or any later date that CSA designates ("Agreement Date") and shall continue for an initial term of the number of months specified on page 1 (together with any renewal periods, "Lease Term"). Your execution of an acceptance certificate provided by CSA shall conclusively establish that the Listed Items have been delivered to and irrevocably accepted by you. If you have not, within 10 days after delivery of Equipment, delivered to Lessor written notice of non-acceptance of any Equipment, specifying the reasons and referencing this Agreement, you shall be deemed to have irrevocably accepted the Equipment. After acceptance, you shall have no right to cancel this Agreement or return the Listed Items prior to the end of the Lease Term for any reason whatsoever, including termination of any maintenance services that may be provided by CSA under this or any separate agreement. Title to all Listed Items shall be transferred by CSA to Lessor. CSA shall assign to Lessor all of its rights (but none of its obligations) with respect to the Listed Items, including the right to receive all Payments. Lessor does not and shall not assume any obligations under this Agreement. CSA shall remain solely liable for the performance of all maintenance, service, and warranty obligations described in this Agreement.

1.2 Payments and Costs. You shall pay to Lessor each billing period the fixed base and, if applicable, the per image charges and all other amounts, as listed and specified on page 1 and Schedule A and such other amounts permitted in this Agreement as invoiced by Lessor (collectively, "Payments"; per image charges are the "Usage Payments", and all other Payments are the "Fixed Payments"). If you have opted for a ninety (90) day deferral of payments, then invoicing for all Payments, including Usage Payments, shall be quarterly, and no Payment shall be due for the first ninety (90) days following commencement of the initial term. For Long Sheet images over 38.4" the meter shall record a quantity of 2 images. For Equipment designated as Corporate Advantage, the meter shall record a quantity of 2 images for any image produced on media wider than 8 1/2". The Payments shall not increase during the initial term. Prepaid charges shall not be refundable except as provided in Paragraph 2.1(b). Invoices shall be due and payable upon receipt. All Payments will be applied in such order as Lessor, in its discretion, may determine. This lease is a net lease. Fixed Payments shall be made without set-off or deduction, even if the Listed Items malfunction and irrespective of any non-performance by CSA of its maintenance obligations. You authorize Lessor to adjust the Payments and the End of Term Purchase Option amount (if specified on page 1) ("Purchase Option") by up to 15% if the actual cost of the Listed Items and any related services and supplies, including any sales and use tax, exceed CSA's estimates on which such amounts were based. You shall pay a \$85 documentation fee and any applicable taxes (including personal property tax), expenses, charges and fees imposed with respect to the Listed Items, the Payments or your performance or non-performance under this Agreement, and you shall reimburse Lessor for the same plus processing fees (collectively, "Costs"). You agree that Lessor may in its sole discretion apply, but shall not be obligated to apply, any amounts paid in advance to any amount due or to become due hereunder, and in no event shall any amount paid in advance earn interest unless required by applicable law. If any Payments are late, you shall pay (a) the actual and reasonable costs and expenses of collection, including attorneys' fees, whether or not suit is brought, (b) a late charge equal to the higher of 10% of the amount due or \$25, as reasonable liquidated damages, and (c) if Lessor should bring court action, you agree that attorney fees equal to 25% of the amount sought shall be deemed reasonable, in each case not to exceed the maximum amount permitted by law.

1.3 Purchase Options; Return. (a) **END OF TERM PURCHASE OPTION.** To elect this option, you shall give Lessor 60 days' prior irrevocable written notice (unless the Purchase Option price is \$1,000) that you will purchase, upon the expiration of the Lease Term, all the Listed Items at the Purchase Option price plus any Costs. (b) **PRIOR TO MATURITY PURCHASE.** You may, at any time, upon 60 days' prior irrevocable written notice, purchase all the Listed Items at a price equal to the sum of all remaining Payments, plus the Fair Market Value, plus Costs. For purposes of this Agreement, "Fair Market Value" shall be Lessor's retail price at the time you notify Lessor of your intent to purchase the Listed Items. (c) Listed item purchases shall be "AS-IS WHERE-IS" without warranty, except for title; purchases of licenses of Listed Software are subject to the terms thereof. (d) Unless this Agreement contains a \$1,000 Purchase Option, this Agreement shall automatically renew on a month to month basis at the same Payment amount (subject to increase of Usage Payments) and frequency unless you, at least 60 days before the end of the Lease Term, send to Lessor written notice (the "End of Term Notice") that you either (i) are purchasing all (but not less than all) of the Equipment in accordance with the terms hereof, or (ii) do not want to renew this Agreement, and at the end of the Lease Term shall return the Equipment as provided below. Unless this Agreement automatically renews or you purchase the Equipment as provided in this Agreement, you shall, at the termination of the Lease Term, return the Equipment at your sole cost and expense in good operating condition, ordinary wear and tear resulting from proper use excepted, to a location specified by Lessor. Lessor may charge you a return fee equal to the greater of one Fixed Payment or up to \$250 for the processing of returned Equipment. If for any reason you fail to return any Equipment to Lessor as provided in this Agreement by the last day of such Lease Term, you shall pay to Lessor upon demand one billing period's Fixed Payment for each billing period or portion thereof that such return is delayed. If you fail to provide the required End of Term Notice and return the Equipment at the end of the Lease Term, you shall pay to Lessor upon demand the 60 day equivalent of Fixed Payments to satisfy the End of Term Notice period referenced above. You shall reimburse Lessor for any costs incurred by Lessor to place the Equipment in good operating condition.

2. MAINTENANCE. YOU SHALL RECEIVE THE MAINTENANCE DESCRIBED IN THIS PARAGRAPH 2 ("Maintenance") ONLY IF YOU HAVE ACCEPTED MAINTENANCE ON PAGE 1. Such services are subject to the exclusions hereinafter described. Maintenance provided to you under separate agreement between CSA and you shall be governed solely by the provisions thereof.

2.1 Covered Service. (a) CSA shall provide all routine preventive maintenance and emergency service necessary to keep the Equipment in good working order in accordance with this Agreement and CSA's normal practice. Such service shall be performed between 8:30 A.M. and 5:00 P.M. Monday through Friday, except holidays. (b) You shall afford CSA reasonable and safe access to the Equipment to perform on-site service. CSA may terminate its maintenance obligations as to any Equipment if you relocate it to a site outside CSA's service coverage area. If, in CSA's opinion, any Equipment cannot be maintained in good working order through CSA's

routine maintenance services, CSA may, at its option, (i) substitute comparable Equipment or (ii) cancel any balance of the term of its maintenance obligations as to such Equipment and refund the unearned portion of any prepaid Usage Payments. Parts or Equipment replaced or removed by CSA in connection with Maintenance shall become the property of Lessor and you disclaim any interest in them. (c) Installation/Implementation of Listed Software may be at an additional charge except to the extent included as a Listed Item and may be conditioned on your agreement to a separate statement of work or other document covering the scope and schedule of installation/implementation, configuration options, responsibilities of each party, and other matters, which shall solely govern as to the matters covered therein. Additional charges may apply for work beyond the initial scope described in such separate document. (d) Support for Listed Software is provided directly by the respective developers thereof and as set forth in each developer's applicable separate support contract, and is not provided by CSA under this Agreement except as expressly provided herein. Support for Listed Software may require separate purchase by you of a support contract, unless included under this Agreement as a Listed Item. The terms of support contracts for Listed Software are available from the developers, or will be provided to you by CSA upon request. Notwithstanding any provision in the support contract to the contrary, it shall automatically renew on an annual basis, subject to a price increase after the initial term. (e) CSA shall make available to you from time to time upgrades and bug fixes for the software licensed as part of the Equipment and for Listed Software, but: (i) only if such upgrades and bug fixes are provided to CSA by the developers of such Listed Software, (ii) availability of upgrades and bug fixes may be at additional charge, and (iii) installation of such upgrades and bug fixes by CSA if requested by you shall be at additional charge. You are not required to use CSA for installation of either Listed Software or for any upgrades and bug fixes, but if installation is done by anyone other than CSA, CSA shall have no responsibility for any performance or other issues that may result from such installation. (f) CSA shall also use reasonable efforts to provide Level 1 support for the Listed Software (except that for certain Listed Software, Level 1 support shall be provided only if and so long as a separate software support contract for such Listed Software from the developer thereof is in effect). Level 1 support consists of (i) providing help-line telephone assistance in operating the Listed Software and identifying service problems in the Listed Software, and attempting to troubleshoot any such problems; (ii) escalating operating problems to the applicable developer of the Listed Software as needed to rectify such problems, including facilitating contact between you and the developer of the Listed Software as necessary; and (iii) maintaining a log of such problems to assist in tracking the same.

2.2 Maintenance Term and Charges. (a) Maintenance shall start on the Lease Commencement Date and shall continue for the Lease Term. (b) Consumables inclusive Maintenance includes replenishment of toner only (and other consumables, but only if specified on page 1). Toner is supplied for exclusive use with the Equipment. CSA may terminate the Maintenance if you use consumables in a different manner, if your toner usage exceeds by more than 10% the published manufacturer specifications for conventional office image coverage, CSA may invoice you for such excess usage. You may purchase additional toner from CSA if required. You shall bear all risk of loss, theft or damage to unused consumables, which shall remain CSA's property and shall be returned promptly upon termination of this Agreement or Maintenance. (c) If you selected the Fleet or Aggregate Coverage Plan on page 1, the Covered Images included shall apply to all of the Equipment on the Schedule unless otherwise indicated, if specified on page 1 that the Listed Items are being added to an existing Fleet Coverage Plan under a previous agreement between you and CSA, (i) the fleet shall include the listed items under the previous agreement, and all other agreements for which the add to existing fleet option was selected, and (ii) the maintenance term for all Listed Items under this Agreement shall be the same as the maintenance term for all listed items under all such previous agreements. (d) If specified on the face page that the Listed Items are being added to an existing Aggregate Coverage Plan under a previous agreement between you and CSA, the Covered Images shall apply to all of the Equipment on the schedule, unless otherwise indicated, plus the listed items under the previous agreement(s), and all other agreements for which the add to existing Aggregate Coverage Plan was selected, on an aggregated basis, for so long as the maintenance term for all such listed items continues. (e) Unless otherwise indicated on Schedule A, you authorize CSA to use networked features of the Equipment including imageWARE to receive software updates, activate features/new licenses and transmit use and service data accumulated by the Equipment over your network by means of an HTTPS protocol and to store, analyze and use such data for purposes related to servicing the Equipment, providing reports and product improvement. This feature is not capable of sending or receiving image data. (f) You shall provide meter readings to CSA in accordance with the Meter Read Method selected. If you selected the myCSA website, you, your employees or agents shall complete CSA's registration process governing access to and use of such website, and you agree to be bound by, and comply with its Terms of Use. CSA may change your meter read options from time to time upon 30 days' notice. If CSA does not receive timely meter readings from you, you shall pay invoices that reflect CSA's estimates of meter readings. CSA may verify the accuracy of any meter readings from time to time and invoice you for any shortfall in the next invoice. (g) You agree that CSA may suspend performance of Maintenance if and so long as any Payments are overdue, and that any such suspension shall not in and of itself be deemed a termination of this Agreement.

2.3 Non-Covered Service. The following services are not included within Maintenance and shall be invoiced in accordance with CSA's then current labor, parts and supply charges: (a) replacement of any consumables not provided as part of Consumables Inclusive Maintenance identified on page 1, including, without limitation, paper, toner, ink, waste containers, fuser oil, staples, other media, print heads and puncher dies; (b) repairs necessitated by factors other than normal use including, without limitation, any willful act, negligence, abuse or misuse of the Equipment; the use of parts, supplies or software not supplied by CSA; service performed by anyone other than CSA; accident; use of Equipment with non-compatible hardware or software components; electrical power malfunction or heating, cooling or humidity ambient conditions; (c) de-installation, re-installation, or relocation of Equipment; (d) repairs to or realignment of Equipment and related training necessitated by changes made to your system configuration or network environment; (e) work requested to be performed outside of CSA's regular business hours; and (f) repair of any network/system connection devices, except when listed on page 1. If you have NOT selected Maintenance on page 1, any of the maintenance services described in Paragraph 2.1 above shall be available only upon your request, either under separate agreement with CSA or invoiced in accordance with CSA's then current labor, parts and supply charges. Installation of certain Listed Software may also require a separate agreement between you and CSA setting forth the scope of work, your responsibilities in connection with such installation, and other terms and conditions as required by CSA. Such separate agreement(s) shall solely govern, and this Agreement shall not apply to, the services described therein.

3. CSA CUSTOMER SATISFACTION POLICY. If you are not satisfied with the performance of your Canon or Océ brand product, upon your written request, CSA in its sole discretion will repair or replace the product with a like unit with equivalent capabilities. Prior to replacement, CSA shall have had the opportunity to return the product to good working order in accordance with the terms of this agreement. If a replacement unit is provided, the lease hereunder of the replaced unit shall be deemed terminated and the replacement unit shall be deemed a "Listed

Item" for the lease and all other purposes of this Agreement. This policy shall apply only if you are not in default of this Agreement and Maintenance under this Agreement has not been canceled or terminated.

4. **DATA.** You acknowledge that the hard drive(s) on the Equipment, including attached devices, may retain images, content or other data that you may store for purposes of normal operation of the Equipment ("Data"). You acknowledge that Lessor is not storing Data on behalf of you and that exposure or access to the Data by CSA or Lessor, if any, is purely incidental to the services performed by CSA or Lessor or any other disposition of the Equipment by you. Neither CSA nor Lessor nor any of their affiliates has an obligation to erase or overwrite Data upon your return of the Equipment to CSA or Lessor. You are solely responsible for: (A) your compliance with applicable law and legal requirements pertaining to data privacy, storage, security, retention and protection; and (B) all decisions related to erasing or overwriting Data. Without limiting the foregoing, you should, (i) enable the Hard Disk Drive (HDD) data erase functionality that is a standard feature on certain Equipment and/or (ii) prior to return or other disposition of the Equipment, utilize the HDD (or comparable) formatting function (which may be referred to as "Initialized All Data/Settings" function) if found on the Equipment to perform a one pass overwrite of Data or, if you have higher security requirements, you may purchase from CSA at current rates an appropriate option for the Equipment, which may include (a) an HDD Data Encryption Kit option which disguises information before it is written to the hard drive using encryption algorithms, (b) an HDD Data Erase Kit that can perform up to a 3-pass overwrite of Data (for Equipment not containing data erase functionality as a standard feature), or (c) a replacement hard drive (in which case you should properly destroy the replaced hard drive). You shall indemnify Lessor, CSA, their subsidiaries, directors, officers, employees and agents from and against any and all costs, expenses, liabilities, claims, damages, losses, judgments or fees (including reasonable attorneys' fees) arising or related to the storage, transmission or destruction of the Data. The terms of this section shall solely govern as to Data, notwithstanding that any provisions of this Agreement or any separate confidentiality or data security or other agreement now or hereafter entered into between you and CSA or Lessor applies, or could be construed to apply to Data.

5. **LIMITED WARRANTY; EXCLUSIONS & LIMITATIONS; INDEMNIFICATION**

5.1 **Limited Warranty.** Equipment is warranted only as provided in the manufacturer's warranty provided with the Equipment (for CANON brand Equipment, the manufacturer's warranty is provided by Canon U.S.A., Inc.). End user warranties, if any, for Listed Software are provided solely by the developers or suppliers of the Listed Software. So long as you are not in breach or default of this Agreement, Lessor assigns to you, solely for the purpose of making and prosecuting any such claim, the rights, if any, which Lessor may have under all such warranties for the Listed Items.

5.2 **Disclaimer of Warranties.** LESSOR IS NOT A MANUFACTURER, DEALER, OR SUPPLIER OF THE LISTED ITEMS. AS BETWEEN YOU AND LESSOR, THE LISTED ITEMS ARE LEASED "AS IS" AND ARE OF A SIZE, DESIGN, AND CAPACITY SELECTED BY YOU. LESSOR HAS MADE NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE LISTED ITEMS. The warranties, if any, provided for any of the Listed Items are enforceable by you only against the Canon company or third party making such warranties, not against any Lessor. CSA is not an agent or representative of Lessor and is not authorized to waive or alter any of Lessor's rights or make any representation for Lessor about the Listed Items, except to the extent set forth in this Agreement. EACH OF CSA AND LESSOR EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE RELATING TO THE USE OR PERFORMANCE OF THE LISTED ITEMS OR CSA'S SERVICES. THE FURNISHING OF MAINTENANCE UNDER THIS AGREEMENT DOES NOT ASSURE UNINTERRUPTED OPERATION OR USE OF ANY OF THE LISTED ITEMS.

5.3 **Limitation of Liability.** NEITHER CSA NOR LESSOR SHALL BE LIABLE FOR INJURY OR DAMAGE EXCEPT TO THE EXTENT CAUSED BY SUCH PARTY'S NEGLIGENCE OR WILLFUL MISCONDUCT. NEITHER CSA NOR LESSOR SHALL BE LIABLE FOR EXPENDITURES FOR SUBSTITUTE EQUIPMENT OR SERVICES, LOSS OF REVENUE OR PROFIT, LOSS, CORRUPTION OR RELEASE OF DATA, FAILURE TO REALIZE SAVINGS OR OTHER BENEFITS, STORAGE CHARGES; OR INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF THE LEGAL THEORY ON WHICH THE CLAIM IS BASED AND EVEN IF CSA OR LESSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

5.4 **Indemnification.** You shall reimburse Lessor for and defend Lessor against any claim for losses or injury caused by the Listed Items, before and after the Lease Term ends.

6. **ADDITIONAL LEASE REQUIREMENTS.**

6.1 **Warranty of Business Purpose; Maintenance.** You warrant that the Listed Items will not be used for personal, family or household purposes. If at any time for any reason whatsoever CSA's maintenance obligations have terminated, at your sole expense you shall keep the Equipment in good working order and supply and install replacement parts and accessories when required to maintain the Equipment. Any such replacements shall be the property of Lessor and shall be deemed Equipment.

6.2 **Risk of loss; insurance.** Effective upon delivery to you, you shall bear the entire risk of any loss or theft of or damage to the Equipment ("Loss"). You shall obtain and maintain during the term hereunder including all renewals and extensions, at your expense, (a) property insurance for the full replacement value of the Equipment and (b) comprehensive public liability and property damage insurance. All such insurance shall provide for a deductible not exceeding \$5,000 and be in form and amount and with companies satisfactory to Lessor. Each insurer providing such insurance shall name Lessor as additional insured and loss payee and provide Lessor 30 days' prior written notice of alteration or cancellation. You shall deliver certificates or other evidence of insurance to Lessor. You appoint Lessor as your attorney-in-fact solely to make claim for, receive payment of, and execute and endorse documents, checks, or drafts for any Loss. If within 10 days after request you fail to deliver satisfactory evidence of such insurance to Lessor, then Lessor shall have the right, but not the obligation, to obtain insurance covering Lessor's interests in the Equipment, and add the costs of maintaining such insurance, and an administrative fee, to the amounts due from you under this Agreement. Lessor and any of its affiliates may make a profit on the foregoing. You shall promptly (i) repair or replace any Equipment subject to a Loss or (ii) pay to Lessor the Remaining Lease Balance (defined below). No Loss shall relieve you of any obligation under this Agreement.

7. **DEFAULT; REMEDIES.** You shall be in default of this Agreement if: (a) you fail to make any Payments when due or perform any of your other obligations under this Agreement; (b) you fail to make payments when due of any indebtedness in Lessor; (c) you or any guarantor of your obligations ("Guarantor") cease doing business as a going concern; (d) you or any Guarantor become insolvent or make an assignment for the benefit of creditors; (e) a petition or proceeding is filed by or against you or any Guarantor under any bankruptcy or insolvency law; (f) a receiver, trustee, conservator, or liquidator is appointed for you, any Guarantor, or any of your or any Guarantor's property; (g) any statement, representation or warranty made

by you or any Guarantor to CSA or Lessor is incorrect in any material respect; or (h) you or any Guarantor who is a natural person die. If you are in default, you shall pay for Lessor's reasonable collection and other costs, and without limiting any of CSA's rights hereunder or under applicable law, Lessor may exercise (on behalf of itself and, as applicable, CSA) any one or all of the following remedies: (1) declare all unpaid Fixed Payments immediately due and payable, with Lessor retaining title to the Listed Items; (2) terminate any and all agreements with you; (3) without notice, demand or legal process, retake possession of the Listed Items (and you authorize Lessor to enter upon the premises where the Listed Items may be found) and (A) retain the Listed Items and all Payments and other sums paid, (B) re-lease the Listed Items and recover from you the amount by which the Remaining Lease Balance exceeds the value attributed to the Listed Items by Lessor for purposes of calculating the payments under the new lease agreement, or (C) sell the Listed Items and recover from you the amount by which the Remaining Lease Balance exceeds the net amount received by Lessor from such sale; or (4) pursue any other remedy permitted at law or in equity. Lessor may sell the Listed Items after preparing them or not and may disclaim warranties of title and the like. If the Listed Items are not available for sale, you shall be liable for the Remaining Lease Balance and any other amounts due. The "Remaining Lease Balance" shall be the sum of: (i) all Fixed Payments then owed by you to Lessor; (ii) the present value of all remaining Fixed Payments for the full Lease Term; (iii) the Purchase Option of the Listed Items indicated on the face of this Agreement; plus (iv) any applicable taxes, expenses, charges, and fees. For purposes of determining present value, Fixed Payments shall be discounted at 3% per year.

8. **SECURITY; WAIVER.** You authorize Lessor to file any form of financing or continuation statements and amendments thereto. THE LEASE CREATED BY THIS AGREEMENT IS INTENDED AS A "FINANCE LEASE" AS THAT TERM IS DEFINED IN ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE ("UCC 2A") AND LESSOR IS ENTITLED TO ALL BENEFITS, PRIVILEGES AND PROTECTIONS OF A LESSOR UNDER A FINANCE LEASE. YOU WAIVE YOUR RIGHTS AS A LESSEE UNDER UCC 2A SECTIONS 508-522, AND YOU IRREVOCABLY WAIVE ANY RIGHT TO NOTICE THEREOF. If the lease is determined not to be a true lease, you grant Lessor a security interest in the Listed Items. Your exact legal name, your chief executive office address, and your jurisdiction of organization are as set forth on page 1; if you change any of them or the corporate structure, you shall provide prior written notice to Lessor 30 days before such change. Upon request, you will execute and deliver to Lessor such documents as required or appropriate.

9. **GENERAL**

9.1 **Choice of Law and Forum.** THIS AGREEMENT AND ALL CLAIMS, DISPUTES AND CAUSES OF ACTION RELATING THERETO, WHETHER SOUNDING IN CONTRACT, TORT OR STATUTE, SHALL FOR ALL PURPOSES BE GOVERNED BY THE LAWS OF NEW JERSEY WITHOUT REFERENCE TO CONFLICT OF LAW PRINCIPLES. YOU CONSENT TO THE EXCLUSIVE JURISDICTION AND VENUE OF ANY STATE OR FEDERAL COURT LOCATED WITHIN CAMDEN OR BURLINGTON COUNTY, NEW JERSEY, OR AT LESSOR'S OPTION IN ANY STATE WHERE YOU OR THE EQUIPMENT ARE LOCATED. YOU WAIVE OBJECTIONS TO THE JURISDICTION OF SUCH COURTS, OBJECTIONS TO VENUE AND TO CONVENIENCE OF FORUM. ANY SUIT, OTHER THAN ONE SEEKING PAYMENT OF AMOUNTS DUE, SHALL BE COMMENCED, IF AT ALL, WITHIN 1 YEAR OF THE DATE THAT THE CLAIM ACCRUES. THE PARTIES IRREVOCABLY WAIVE ANY RIGHT TO A JURY TRIAL IN ANY SUIT BETWEEN THEM.

9.2 **Entire Agreement; Electronic Acceptance.** This Agreement shall be binding upon you when you sign it, upon CSA when CSA has installed the Equipment, and upon Lessor when you have accepted the Listed Items. All provisions of this Agreement, including Section 4, which by their nature can be construed to survive the expiration or termination of the Agreement shall so survive. CSA or Lessor may insert missing or correct other information including the Listed Item description, serial number, and location, and corrections to your legal name; but otherwise this Agreement (together with any separate agreement entered into between you and CSA as described in Section 2.3 above) constitutes the entire agreement between the parties with respect to the subject matter hereof. Any purchase order utilized by you shall be for your administrative convenience only, and any terms therein which conflict with, vary from or supplement the provisions of this Agreement shall be deemed null and void. No representation or statement shall be binding upon Lessor or CSA as a warranty or otherwise unless it is contained in the original of this Agreement. This Agreement shall not be modified or amended except in a written amendment signed by an authorized signer of CSA and you. If a court finds any provision to be unenforceable, the remaining provisions shall remain in full force and effect. You expressly disclaim having relied upon any statement concerning the capability, condition, operation, performance or specifications of the Listed Items, except to the extent set forth in the original of this Agreement. CSA or Lessor may accept electronic images of this Agreement or any Acceptance Certificate as originals, and electronic copies of your signature will be treated as original for all purposes.

9.3 **Joint and Several Liability; Assignment.** If more than one entity executes this Agreement as the Customer, your obligations shall be joint and several. YOU SHALL NOT ASSIGN OR PLEDGE THIS AGREEMENT, NOR SHALL YOU SUBLET OR LEND ANY LISTED ITEMS. Each of CSA and Lessor may pledge or assign its rights under this Agreement. If a Lessor assigns its rights, the assignee will have the same rights and benefits that the Lessor had and shall not have any obligations hereunder. The rights of the assignee will not be subject to any claims, defenses, or setoffs that you may have against the Lessor.

9.4 **Notices.** All notices required or permitted under this Agreement shall be sufficient if delivered personally, sent via facsimile or other electronic transmission, or mailed to such party at the address set forth on page 1 or at such other address as such party may designate in writing from time to time. Notices shall be effective 3 days after deposit in the U.S. mail, duly addressed, or upon delivery via personal or express delivery, facsimile or other electronic transmission. You shall send all notices regarding lease provisions to Lessor only, and all notices regarding maintenance provisions to CSA only.

Address for notices to Canon Solutions America, Inc.:	Address for notices to Canon Financial Services, Inc.:
300 Commerce Square Blvd.	158 Gallier Drive, Suite 200
Burlington, NJ 08016	Mount Laurel, NJ 08054
Attn: Customer Service Department	Attn: Customer Service Department
Phone: (800) 613-2228	Phone: (800) 220-0330
Fax: (800) 220-4002	Fax: (856) 813-5122
Email: customercare@csa.canon.com	Email: customer@cls.canon.com

9.5 **USA PATRIOT Act; Credit Information.** To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who enters into a lease. This means that when you enter into a lease, Lessor may ask for, among other things: (a) your federal tax identification number and (b) your date of birth. If you are a sole proprietor, Lessor may also ask to see identifying documents. You authorize your credit references, any credit reporting agency, or any third party (including Lessor) to collect any credit information and to release the same to Lessor, its affiliates, and their respective designees or assignees.



CANON SOLUTIONS AMERICA

Canon Solutions Americas, Inc. ("CSA")
One Canon Park, Melville, NY 11747
(800) 613-2228

UNIFIED LEASE AGREEMENT ADDENDUM

Customer: County Commissioners of Worcester County, Maryland		Related to Unified Lease Agreement - ULF#: S0914653 / App# 1573021	
Street Address: 6040 Public Landing Rd	City: Snow Hill	State: MD	Zip: 21863
Equipment Description: (2) iRADV4545iV3; (5) iRADVC5535iV3; (2) iRADV4525iV3; (88) imageCLASS LBP654CDW; (30) Color imageCLASS LBP654CDW; (8) imageCLASS MF525DW; (2) Color imageCLASS MF735CDW; (1) uniFLOW Basic License (Enterprise Edition); (1) Subscription Support Services 50 Unit Block; (4) iRADV4535iV3; (5) iRADV4551iV3; (1) imagePRESS C710		Term: 60 months	

WHEREAS, Canon Solutions America, Inc. ("CSA"), and the above-described Customer have determined that it is for their mutual benefit to enter into this Unified Lease Agreement Addendum ("Addendum") to the above-described Unified Lease Agreement ("Agreement"). All capitalized terms used below that are not defined in this Addendum shall have the meanings set forth in the Agreement.

NOW, THEREFORE, for good and valuable consideration, intending to be legally bound, the parties hereby agree as follows:

1. Anything in the Agreement to the contrary notwithstanding, and subject to all of the terms and conditions set forth in this Addendum, the terms and conditions of the Agreement shall be modified as follows:
 - a. **Personal Guaranty:** The Personal Guaranty requirement is hereby waived for this transaction.
 - b. **Paragraph 1.2:** Paragraph 1.2 is amended by deleting the following from subsection (c) in the last sentence: "if Lessor should bring court action, you agree that attorney fees equal to 25% of the amount sought shall be deemed reasonable".
 - c. **Paragraph 4:** Paragraph 4 is amended by inserting the following to the beginning of the sixth sentence: "To the extent permitted by law,".
 - d. **Paragraph 5.4:** Paragraph 5.4 is amended by (i) inserting the following to the beginning of the first sentence: "To the extent permitted by law,;" (ii) adding the following to the end of the first sentence, "unless due to Lessor's gross negligence or willful misconduct"; and (iii) inserting the following at the end of the existing language, "CSA shall indemnify, defend and hold Customer harmless for any loss, expense and liability incurred by Customer from third party claims, for bodily injury (including death) or tangible property damage (collectively, "Claims"), to the extent resulting from CSA's willful misconduct or negligent performance of services pursuant to this Agreement; provided Customer shall give CSA prompt written notice of the Claim, allow CSA sole control over the defense and settlement thereof and provide CSA with such assistance, at CSA's expense, as CSA shall reasonably request."
 - e. **Paragraph 6.2:** Paragraph 6.2 is deleted in its entirety and replaced with the following: "Effective upon delivery to you, you shall bear the entire risk of any loss, theft of, or damage to the Equipment ("Loss"). You shall self-insure against Losses to the Equipment for the full replacement value thereof. You shall promptly (i) repair or replace any Equipment subject to a Loss or (ii) pay to Lessor the Remaining Lease Balance (defined below). No Loss shall relieve you of any obligation under this Agreement."
 - f. **Paragraph 7:** Paragraph 7 is amended by inserting the following to the beginning of the second sentence: "To the extent permitted by law,".
 - g. **Paragraph 9.1:** Paragraph 9.1 is amended by (i) deleting "NEW JERSEY" and replacing with "MARYLAND" in the first sentence; and (ii) deleting "CAMDEN OR BURLINGTON COUNTY, NEW JERSEY" and replacing with "WORCESTER COUNTY, MARYLAND" in the second sentence.
2. It is expressly agreed by the parties that this Addendum is supplemental to the Agreement, and that the provisions thereof, unless specifically modified herein, shall remain in full force and effect and shall apply to this Addendum as though they were expressly set forth herein.
3. In the event of any conflict or inconsistency between the provisions of this Addendum and any provisions of the Agreement, the provisions of this Addendum shall in all respects govern and control.

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4. CSA may accept a facsimile or other electronic transmission of this Addendum as an original, and facsimile or other electronically transmitted copies of Customer's signature will be treated as an original for all purposes. THIS ADDENDUM SHALL BE EFFECTIVE WHEN IT HAS BEEN SIGNED BY CUSTOMER AND ACCEPTED BY CSA.

IN WITNESS WHEREOF, the parties have caused this Addendum to be executed as of the date set forth below.

Canon Solutions America, Inc.

**County Commissioners of Worcester County,
Maryland**



By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved Bus Ops
SMS 5.30.2019



CANON SOLUTIONS AMERICA

Canon Solutions Americas, Inc. ("CSA")
One Canon Park, Melville, NY 11747
(800) 613-2228

**UNIFIED LEASE AGREEMENT
ADDENDUM**

National IPA

Customer: County Commissioners of Worcester County, Maryland		Related to Unified Lease Agreement – ULF#: S0914653 / App # 1573021	
Street Address: 6040 Public Landing Rd Purchasing Dept	City: Snow Hill	State: MD	Zip: 21863
Equipment Description: (2) iRADV4545iV3; (5) IRADVC5535iV3; (2) IRADV4525iV3; (88) imageCLASS LBP654CDW; (30) Color imageCLASS LBP654CDW; (8) imageCLASS MF525DW; (2) Color imageCLASS MF735CDW; (4) iRADV4535iV3; (5) IRADV4555iV3; (1) imagePRESS C710		Term: 60 Months	

WHEREAS, Canon Solutions America, Inc. ("CSA"), and the above-described Customer have determined that it is for their mutual benefit to enter into this Unified Lease Agreement Addendum ("Addendum") to the above-described Unified Lease Agreement ("Agreement"). All capitalized terms used below that are not defined in this Addendum shall have the meanings set forth in the Agreement.

NOW, THEREFORE, for good and valuable consideration, intending to be legally bound, the parties hereby agree as follows:

- Anything in the Agreement to the contrary notwithstanding, and subject to all of the terms and conditions set forth in this Addendum, the terms and conditions of the Agreement shall be modified as follows:

This transaction shall be governed in all respects by the Ts&Cs of contract # FI-R-0251-18 dated 10-1-2018 between CSA and DuPage County and any Ts&Cs which conflict with or vary from the contract terms shall be deemed null and void.

- It is expressly agreed by the parties that this Addendum is supplemental to the Agreement, and that the provisions thereof, unless specifically modified herein, shall remain in full force and effect and shall apply to this Addendum as though they were expressly set forth herein.
- In the event of any conflict or inconsistency between the provisions of this Addendum and any provisions of the Agreement, the provisions of this Addendum shall in all respects govern and control.
- CSA may accept a facsimile or other electronic transmission of this Addendum as an original, and facsimile or other electronically transmitted copies of Customer's signature will be treated as an original for all purposes. THIS ADDENDUM SHALL BE EFFECTIVE WHEN IT HAS BEEN SIGNED BY CUSTOMER AND ACCEPTED BY CSA.

IN WITNESS WHEREOF, the parties have caused this Addendum to be executed as of the date set forth below.

Canon Solutions America, Inc.

By: _____
 Name: _____
 Title: _____
 Date: _____

By: _____
 Name: _____
 Title: _____
 Date: _____

Approved Gov Ops

 6.04.2019



CANON SOLUTIONS AMERICA

Canon Solutions America, Inc. ("CSA")
One Canon Park, Melville, NY 11747
(800) 613-2228

MUNICIPAL FISCAL FUNDING ADDENDUM

Unified Lease Agreement # S0914653
CFS' Application Number: 1573021
CFS' Agreement Number: _____
Agreement Date: _____

GOVERNMENTAL ENTITY

Complete Legal Name: COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND ("Customer")

THIS MUNICIPAL FISCAL FUNDING ADDENDUM ("ADDENDUM") WILL BE OF NO FORCE OR EFFECT IF THE CUSTOMER IS NOT A STATE OR A POLITICAL SUBDIVISION OF A STATE WITHIN THE MEANING OF SECTION 103(C) OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED.

Customer warrants that it has funds available to pay Payments payable pursuant to the Unified Lease Agreement (the "Agreement") between Customer and CSA until the end of its current appropriation period and warrants that it presently intends to make Payments in each appropriation period from now until the end of this Agreement. The officer of Customer responsible for preparation of Customer's annual budget shall request from its legislative body or funding authority funds to be paid to the Lessor under this Agreement. If notwithstanding the making in good faith of such request in accordance with appropriate procedures and with the exercise of reasonable care and diligence, such legislative body or funding authority does not appropriate funds to be paid to the Lessor for the Equipment, Customer may, upon prior written notice to CSA and the Lessor, effective upon the exhaustion of the funding authorized for the then current appropriation period, return the Equipment to the Lessor, at Customer's expense and in accordance with this Agreement, and thereupon, Customer shall be released of its obligation to make Payments to the Lessor due thereafter, provided: (1) the Equipment is returned to the Lessor as provided for in the Agreement; (2) the above described notice states the failure of the legislative body or funding authority to appropriate the necessary funds as the reason for cancellation; and (3) such notice is accompanied by payment of all amounts then due to the Lessor under this Agreement. In the event Customer returns the Equipment pursuant to the terms of this Agreement, the Lessor shall retain all sums paid by Customer. Customer's Payment obligations under this Agreement in any fiscal year shall constitute a current expense of Customer for such fiscal year, and shall not constitute indebtedness or a multiple fiscal year obligation of Customer under Customer's state constitution, state law or home rule charter. Nothing in this Agreement shall constitute a pledge by Customer of any taxes or other monies, other than as appropriated for a specific fiscal year for this Agreement and the Equipment.

The undersigned represents and warrants to CSA and the Lessor that all action required to authorize the execution and delivery of this Addendum on behalf of the above referenced Customer by the following signatory has been duly taken and remains in full force and effect. Customer agrees that CSA and the Lessor may accept a facsimile or other electronic transmission of this Addendum as an original, and that facsimile or electronically transmitted copies of Customer's signature will be treated as an original for all purposes.

ACCEPTED

Canon Solutions America, Inc.

Customer

By: _____

By: _____

Title: _____

Name: _____

Date: _____

Title: _____





CANON SOLUTIONS AMERICA, INC.
 One Canon Park, Melville, NY 11747
 (800) 613-2228

Personal Property Tax Addendum

Unified Lease Agreement # S0914653

Customer: COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND

This Personal Property Tax Addendum ("Addendum") is made a part of the above mentioned Agreement (whether designated a lease, rental, Master Lease together with any Schedules thereto, or otherwise, the "Agreement"), by and between the above mentioned Customer ("Customer") and Canon Solutions America ("CSA") and as assigned to Canon Financial Services, Inc. ("Lessor") pursuant to which Customer is or shall become the renter or lessee of certain Equipment (as defined in the Agreement). Capitalized terms used herein but not defined will have the same meanings assigned to them in the Agreement.

1. Notwithstanding anything to the contrary contained in the Agreement regarding taxes, fees and other charges, in consideration of Lessor waiving Customer's obligation to reimburse Lessor for state and local personal property taxes on the Equipment, Customer agrees to pay Lessor the increased monthly payment set forth in the Agreement. Customer remains responsible for all other taxes, fines or penalties relating to the Agreement or the Equipment.

2. This Addendum supplements and amends the Agreement only to the extent and in the manner set forth herein, and in all other respects the Agreement remains in full force and effect.

Customer agrees that Lessor may accept a facsimile or other electronically transmitted copy of this Addendum as an original, and that facsimile or other electronically transmitted copies of Customer's signature will be treated as an original for all purposes.

ACCEPTED

CANON SOLUTIONS AMERICA, INC.		CUSTOMER: <u>COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND</u>	
By: _____	By: _____	By: _____	By: _____
Printed Name: _____	Printed Name: _____	Printed Name: _____	Printed Name: _____
Title: _____	Title: _____	Title: _____	Title: _____
Date: _____			



CANON SOLUTIONS AMERICA
 Canon Solutions America, Inc. ("CSA")
 One Canon Park, Melville, NY 11747
 (800)-613-2228

Unified Lease Agreement

Schedule A

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Page 1 of 12

Customer Name: COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND

Ship To Information

Delivery Address: 4767 SNOW HILL ROAD MAP			Connectivity Contact: PHIL TAYLOR		
City: SNOW HILL		County: WORCESTER		I/T Phone #: 410.632.1100	
State: MD		Zip: 21863-4051		E-Mail: philip.taylor@maryland.gov	
Phone #: 410.632.1100		Elevator: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		Loading Dock: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
Delivery Contact: PHIL TAYLOR			Fax #:		
E-Mail: philip.taylor@maryland.gov			Earliest Delivery Date: 6/14/2019 # of Steps: 0 Hours of Operation: 9-5		
Special Instructions:					

Equipment and Software ("Listed Items")

Equipment Maintenance Information

Item Code	Product Description	Qty	Serial #	Complete the following information, if Maintenance is selected on the face page. Maintenance is automatically selected herein unless you choose the option to exclude Maintenance by checking box(es) below.					
3276C002	IRADVC5535IV3	1		<input type="checkbox"/> Equipment excluded from Maintenance		<input type="checkbox"/> Corporate Advantage		<input type="checkbox"/> Equipment under separate MPS agreement	
0609C002	CASSETTE FEEDING UNIT-AM1	1		Covered Images Included		Start Meter		Excess per Image Charge	
0613C002	STAPLE FINISHER-Y1	1		B & W	Color	B & W	Color	B & W	Color
0619C002	BUFFER PASS UNIT-L1	1		203,000	42,000			0.009600	0.074000
0126C001	2/3 HOLE PUNCHER UNIT-A1	1		<input type="checkbox"/> Auto Toner Fulfillment **(Requires imageWare Remote)					
0166C007	SUPER G3 FAX BOARD-AS2	1		Alternate Meter Read Method: _____					
0625C001	IC CARD READER BOX-C1	1							
1972V064	ESP NEXT GEN PCS POWER FILTER (120V/15A) XG-PC	1		<input type="checkbox"/> Equipment excluded from Maintenance		<input type="checkbox"/> Corporate Advantage		<input type="checkbox"/> Equipment under separate MPS agreement	
2368V120	MID VOLUME CONNECTIVITY 30+PPM UP TO 79PPM	1		Covered Images Included		Start Meter		Excess per Image Charge	
3537V001	INSTALL PAK C5535I & C5540I	1		B & W	Color	B & W	Color	B & W	Color
IntSupplies	Pre-Installed Supplies Installed in Machine	1							
				<input type="checkbox"/> Auto Toner Fulfillment **(Requires imageWare Remote)					
				Alternate Meter Read Method: _____					

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CANON SOLUTIONS AMERICA
 Canon Solutions America, Inc. ("CSA")
 One Canon Park, Melville, NY 11747
 (800)-613-2228

Unified Lease Agreement

Schedule A

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Page 2 of 12

Customer Name: COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND

Ship To Information

Delivery Address: 400A WALNUT ST POCOMOKE HEALTH CENTER			Connectivity Contact: PHIL TAYLOR		
City: POCOMOKE CITY		County: WORCESTER	I/T Phone #: 410.632.1100		E-Mail: philip.taylor@maryland.gov
State: MD	Zip: 21851	Phone #: 410.632.1100	Elevator: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		Loading Dock: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Delivery Contact: PHIL TAYLOR			Fax #:	Earliest Delivery Date: 6/14/2019	# of Steps: 0
E-Mail: philip.taylor@maryland.gov			Hours of Operation: 9-5		
Special Instructions:					

Equipment and Software ("Listed Items")

Equipment Maintenance Information

Item Code	Product Description	Qty	Serial #	Complete the following information, if Maintenance is selected on the face page. Maintenance is automatically selected herein unless you choose the option to exclude Maintenance by checking box(es) below.					
3326C001	IRADV4535IV3	1		<input type="checkbox"/> Equipment excluded from Maintenance		<input type="checkbox"/> Corporate Advantage		<input type="checkbox"/> Equipment under separate MPS agreement	
1430C003	SINGLE PASS DADF-A1	1		Covered Images Included		Start Meter		Excess per Image Charge	
2299C001	CABINET TYPE-Q	1		B & W	Color	B & W	Color	B & W	Color
1423C002	INNER FINISHER-J1	1							
0166C007	SUPER G3 FAX BOARD-AS2	1		<input type="checkbox"/> Auto Toner Fulfillment **(Requires imageWare Remote)					
0625C001	IC CARD READER BOX-C1	1		Alternate Meter Read Method: _____					
1972V064	ESP NEXT GEN PCS POWER FILTER (120V/15A) XG-PC	1							
2368V120	MID VOLUME CONNECTIVITY 30+PPM UP TO 79PPM	1		<input type="checkbox"/> Equipment excluded from Maintenance					
3537V008	IMAGERUNNER ADV 4235/4225/4535I/4535I/4525I INSTA	1		Covered Images Included		Start Meter		Excess per Image Charge	
IntSupplies	Pre-Installed Supplies Installed in Machine	1		B & W	Color	B & W	Color	B & W	Color
				<input type="checkbox"/> Auto Toner Fulfillment **(Requires imageWare Remote)					
				Alternate Meter Read Method: _____					

Key to Meter Read Method: imageWARE Remote unless noted above (or) W = eManage website

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CANON SOLUTIONS AMERICA
 Canon Solutions America, Inc. ("CSA")
 One Canon Park, Melville, NY 11747
 (800)-613-2228

Unified Lease Agreement

Schedule A

#ULF S0914653.04

Page 3 of 12

Customer Name: COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND

Ship To Information

Delivery Address: 13070 ST MARTINS NECK RD		Connectivity Contact: PHIL TAYLOR	
City: BISHOPVILLE	County: WORCESTER	I/T Phone #: 410.632.1100	E-Mail: philip.taylor@maryland.gov
State: MD	Zip: 21813	Phone #: 410.632.1100	Elevator: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Delivery Contact: PHIL TAYLOR	Fax #:	Earliest Delivery Date: 6/14/2019	# of Steps: 0
E-Mail: philip.taylor@maryland.gov		Hours of Operation: 9-5	Loading Dock: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Special Instructions:			

Equipment and Software ("Listed Items")

Equipment Maintenance Information

Item Code	Product Description	Qty	Serial #	Complete the following information, if Maintenance is selected on the face page. Maintenance is automatically selected herein unless you choose the option to exclude Maintenance by checking box(es) below.							
3276C002	IRADVC5535IV3	1		<input type="checkbox"/>	Equipment excluded from Maintenance	<input type="checkbox"/>	Corporate Advantage	<input type="checkbox"/>	Equipment under separate MPS agreement		
0609C002	CASSETTE FEEDING UNIT-AM1	1		Covered Images Included		Start Meter		Excess per Image Charge		B & W	Color
0613C002	STAPLE FINISHER-Y1	1		B & W	Color	B & W	Color	B & W	Color		
0619C002	BUFFER PASS UNIT-L1	1									
0126C001	2/3 HOLE PUNCHER UNIT-A1	1		<input type="checkbox"/> Auto Toner Fulfillment **(Requires imageWare Remote)							
0166C007	SUPER G3 FAX BOARD-AS2	1		Alternate Meter Read Method: _____							
0625C001	IC CARD READER BOX-C1	1									
1972V064	ESP NEXT GEN PCS POWER FILTER (120V/15A) XG-PC	1		Alternate Meter Read Method: _____							
2368V120	MID VOLUME CONNECTIVITY 30+PPM UP TO 79PPM	1									
3537V001	INSTALL PAK C5535I & C5540I	1		Alternate Meter Read Method: _____							
IntSupplies	Pre-Installed Supplies Installed in Machine	1									
				Alternate Meter Read Method: _____							
				Alternate Meter Read Method: _____							
				Alternate Meter Read Method: _____							
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				Alternate Meter Read Method: _____							
				Alternate Meter Read Method: _____							
				Alternate Meter Read Method: _____							
				Alternate Meter Read Method: _____							

Key to Meter Read Method: imageWARE Remote unless noted above (or) W = eManage website

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CANON SOLUTIONS AMERICA
 Canon Solutions America, Inc. ("CSA")
 One Canon Park, Melville, NY 11747
 (800)-613-2228

Unified Lease Agreement

Schedule A

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Customer Name: COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND

Ship To Information

Delivery Address: 9730 HEALTHWAY DR			Connectivity Contact: PHIL TAYLOR		
City: BERLIN		County: WORCESTER		I/T Phone #: 410.632.1100	
State: MD		Zip: 21811		E-Mail: philip.taylor@maryland.gov	
Delivery Contact: PHIL TAYLOR			Fax #:		
E-Mail: philip.taylor@maryland.gov			Special Instructions:		
Phone #: 410.632.1100		Elevator: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		Loading Dock: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
Earliest Delivery Date: 6/14/2019			# of Steps: 0		Hours of Operation: 9-5

Equipment and Software ("Listed Items")

Equipment Maintenance Information

Item Code	Product Description	Qty	Serial #	Complete the following information, if Maintenance is selected on the face page. Maintenance is automatically selected herein unless you choose the option to exclude Maintenance by checking box(es) below.					
3324C001	IRADV4551IV3	2		<input type="checkbox"/> Equipment excluded from Maintenance		<input type="checkbox"/> Corporate Advantage		<input type="checkbox"/> Equipment under separate MPS agreement	
1419C002	CASSETTE FEEDING UNIT-AN1	2		Covered Images Included		Start Meter		Excess per Image Charge	
0613C002	STAPLE FINISHER-Y1	2		B & W	Color	B & W	Color	B & W	Color
1426C001	BUFFER PASS UNIT-N1	2							
0166C007	SUPER G3 FAX BOARD-AS2	2		<input type="checkbox"/> Auto Toner Fulfillment **(Requires imageWare Remote)					
0625C001	IC CARD READER BOX-C1	2		Alternate Meter Read Method: _____					
1972V064	ESP NEXT GEN PCS POWER FILTER (120V/15A) XG-PC	2							
2368V120	MID VOLUME CONNECTIVITY 30+PPM UP TO 79PPM	2		Alternate Meter Read Method: _____					
3537V007	IMAGERUNNER ADV 4251/4245/4551/4545I INSTALL PA	2							
IntSupplies	Pre-Installed Supplies Installed in Machine	2		<input type="checkbox"/> Equipment excluded from Maintenance					
				<input type="checkbox"/> Corporate Advantage		<input type="checkbox"/> Equipment under separate MPS agreement			
				Covered Images Included		Start Meter		Excess per Image Charge	
				B & W	Color	B & W	Color	B & W	Color
				<input type="checkbox"/> Auto Toner Fulfillment **(Requires imageWare Remote)					
				Alternate Meter Read Method: _____					

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CANON SOLUTIONS AMERICA
 Canon Solutions America, Inc. ("CSA")
 One Canon Park, Melville, NY 11747
 (800)-613-2228

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Customer Name: COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND

Ship To Information

Delivery Address: 424 W MARKET ST STE A			Connectivity Contact: PHIL TAYLOR		
City: SNOW HILL		County: WORCESTER		I/T Phone #: 410.632.1100	
State: MD		Zip: 21863		E-Mail: philip.taylor@maryland.gov	
Delivery Contact: PHIL TAYLOR			Fax #:		
E-Mail: philip.taylor@maryland.gov			Special Instructions:		
Phone #: 410.632.1100			Elevator: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		Loading Dock: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
			Earliest Delivery Date: 6/14/2019		# of Steps: 0
			Hours of Operation: 9-5		

Equipment and Software ("Listed Items")

Equipment Maintenance Information

Item Code	Product Description	Qty	Serial #	Complete the following information, if Maintenance is selected on the face page. Maintenance is automatically selected herein unless you choose the option to exclude Maintenance by checking box(es) below.					
0625C001	IC CARD READER BOX-C1	1		<input checked="" type="checkbox"/> Equipment excluded from Maintenance		<input type="checkbox"/> Corporate Advantage		<input type="checkbox"/> Equipment under separate MPS agreement	
				Covered Images Included		Start Meter		Excess per Image Charge	
				B & W	Color	B & W	Color	B & W	Color
				<input type="checkbox"/> Auto Toner Fulfillment **(Requires imageWare Remote)					
				Alternate Meter Read Method: _____					
				<input type="checkbox"/> Equipment excluded from Maintenance		<input type="checkbox"/> Corporate Advantage		<input type="checkbox"/> Equipment under separate MPS agreement	
				Covered Images Included		Start Meter		Excess per Image Charge	
				B & W	Color	B & W	Color	B & W	Color
				<input type="checkbox"/> Auto Toner Fulfillment **(Requires imageWare Remote)					
				Alternate Meter Read Method: _____					

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CANON SOLUTIONS AMERICA
 Canon Solutions America, Inc. ("CSA")
 One Canon Park, Melville, NY 11747
 (800)-613-2228

Unified Lease Agreement

Schedule A

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Customer Name: COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND

Ship To Information

Delivery Address: 6040 PUBLIC LANDING RD			Connectivity Contact: PHIL TAYLOR		
City: SNOW HILL		County: WORCESTER	I/T Phone #: 410.632.1100		E-Mail: philip.taylor@maryland.gov
State: MD	Zip: 21863-2453	Phone #: 410.632.1100	Elevator: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Loading Dock: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
Delivery Contact: PHIL TAYLOR			Fax #:	Earliest Delivery Date: 6/14/2019	# of Steps: 0
E-Mail: philip.taylor@maryland.gov			Hours of Operation: 9-5		
Special Instructions:					

Equipment and Software ("Listed Items")

Equipment Maintenance Information

Item Code	Product Description	Qty	Serial #	Complete the following information, if Maintenance is selected on the face page. Maintenance is automatically selected herein unless you choose the option to exclude Maintenance by checking box(es) below.					
3325C001	IRADV4545IV3	2		<input type="checkbox"/> Equipment excluded from Maintenance	<input type="checkbox"/> Corporate Advantage	<input type="checkbox"/> Equipment under separate MPS agreement			
2299C001	CABINET TYPE-Q	2		Covered Images Included		Start Meter		Excess per Image Charge	
1423C002	INNER FINISHER-J1	2		B & W	Color	B & W	Color	B & W	Color
0166C007	SUPER G3 FAX BOARD-AS2	2							
0625C001	IC CARD READER BOX-C1	2		<input type="checkbox"/> Auto Toner Fulfillment **(Requires imageWare Remote)					
1972V064	ESP NEXT GEN PCS POWER FILTER (120V/15A) XG-PC	2		Alternate Meter Read Method: _____					
2368V120	MID VOLUME CONNECTIVITY 30+PPM UP TO 79PPM	2							
3537V007	IMAGERUNNER ADV 4251/4245/4551/4545I INSTALL PA	2							
IntSupplies	Pre-Installed Supplies Installed in Machine	2							
3276C002	IRADVC5535IV3	2		<input type="checkbox"/> Equipment excluded from Maintenance	<input type="checkbox"/> Corporate Advantage	<input type="checkbox"/> Equipment under separate MPS agreement			
0609C002	CASSETTE FEEDING UNIT-AM1	2		Covered Images Included		Start Meter		Excess per Image Charge	
0613C002	STAPLE FINISHER-Y1	2		B & W	Color	B & W	Color	B & W	Color
0619C002	BUFFER PASS UNIT-L1	2							
0126C001	2/3 HOLE PUNCHER UNIT-A1	2		<input type="checkbox"/> Auto Toner Fulfillment **(Requires imageWare Remote)					
0166C007	SUPER G3 FAX BOARD-AS2	2		Alternate Meter Read Method: _____					
0625C001	IC CARD READER BOX-C1	2							
1972V064	ESP NEXT GEN PCS POWER FILTER (120V/15A) XG-PC	2							
2368V120	MID VOLUME CONNECTIVITY 30+PPM UP TO 79PPM	2							
3537V001	INSTALL PAK C5535I & C5540I	2							
IntSupplies	Pre-Installed Supplies Installed in Machine	2							

Key to Meter Read Method: imageWARE Remote unless noted above (S) W = eManage website

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CANON SOLUTIONS AMERICA
 Canon Solutions America, Inc. ("CSA")
 One Canon Park, Melville, NY 11747
 (800)-613-2228

Unified Lease Agreement

Schedule A

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Customer Name: COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND

Ship To Information

Delivery Address: 6040 PUBLIC LANDING RD		Connectivity Contact: PHIL TAYLOR	
City: SNOW HILL	County: WORCESTER	I/T Phone #: 410.632.1100	E-Mail: philip.taylor@maryland.gov
State: MD	Zip: 21863-2453	Phone #: 410.632.1100	Elevator: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Delivery Contact: PHIL TAYLOR		Loading Dock: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
E-Mail: philip.taylor@maryland.gov		Fax #:	Earliest Delivery Date: 6/14/2019 # of Steps: 0 Hours of Operation: 9-5
Special Instructions:			

Equipment and Software ("Listed Items")

Equipment Maintenance Information

Item Code	Product Description	Qty	Serial #	Complete the following information, if Maintenance is selected on the face page. Maintenance is automatically selected herein unless you choose the option to exclude Maintenance by checking box(es) below.					
3327C001	IRADV4525IV3	2		<input type="checkbox"/> Equipment excluded from Maintenance	<input type="checkbox"/> Corporate Advantage	<input type="checkbox"/> Equipment under separate MPS agreement			
1430C003	SINGLE PASS DADF-A1	2		Covered Images Included		Start Meter		Excess per Image Charge	
2299C001	CABINET TYPE-Q	2		B & W	Color	B & W	Color	B & W	Color
1423C002	INNER FINISHER-J1	2							
0166C007	SUPER G3 FAX BOARD-AS2	2		<input type="checkbox"/> Auto Toner Fulfillment **(Requires imageWare Remote)					
0625C001	IC CARD READER BOX-C1	2		Alternate Meter Read Method: _____					
1972V064	ESP NEXT GEN PCS POWER FILTER (120V/15A) XG-PC	2							
2368V119	LOW VOLUME CONNECTIVITY UP TO 30PPM	2							
3537V008	IMAGERUNNER ADV 4235/4225/4535I/4535II/4525I INSTA	2							
IntSupplies	Pre-Installed Supplies Installed in Machine	2							
0864C002	ICLBP312DN	88		<input type="checkbox"/> Equipment excluded from Maintenance	<input type="checkbox"/> Corporate Advantage	<input type="checkbox"/> Equipment under separate MPS agreement			
2368V991	PRINTER CONNECTIVITY	88		Covered Images Included		Start Meter		Excess per Image Charge	
3537V015	INSTALL PAK LBP/IMAGECLASS	88		B & W	Color	B & W	Color	B & W	Color
IntSupplies	Pre-Installed Supplies Installed in Machine	88							
				<input type="checkbox"/> Auto Toner Fulfillment **(Requires imageWare Remote)					
				Alternate Meter Read Method: _____					

Key to Meter Read Method: imageWARE Remote unless noted above (or) W = eManage website

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CANON SOLUTIONS AMERICA
 Canon Solutions America, Inc. ("CSA")
 One Canon Park, Melville, NY 11747
 (800)-613-2228

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Customer Name: COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND

Ship To Information

Delivery Address: 6040 PUBLIC LANDING RD		Connectivity Contact: PHIL TAYLOR	
City: SNOW HILL	County: WORCESTER	I/T Phone #: 410.632.1100	E-Mail: philip.taylor@maryland.gov
State: MD	Zip: 21863-2453	Phone #: 410.632.1100	Elevator: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Delivery Contact: PHIL TAYLOR		Fax #:	Loading Dock: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
E-Mail: philip.taylor@maryland.gov		Earliest Delivery Date: 6/14/2019	# of Steps: 0 Hours of Operation: 9-5
Special Instructions:			

Equipment and Software ("Listed Items")

Equipment Maintenance Information

Item Code	Product Description	Qty	Serial #	Complete the following information, if Maintenance is selected on the face page. Maintenance is automatically selected herein unless you choose the option to exclude Maintenance by checking box(es) below.						
1476C004	ICLBP654CDW	30		<input type="checkbox"/> Equipment excluded from Maintenance			<input type="checkbox"/> Corporate Advantage		<input type="checkbox"/> Equipment under separate MPS agreement	
5146B002	MICARD ATTACH KIT-B1	30		Covered Images Included		Start Meter		Excess per Image Charge		
2368V991	PRINTER CONNECTIVITY	30		B & W	Color	B & W	Color	B & W	Color	
3537V015	INSTALL PAK LBP/IMAGECLASS	30								
IntSupplies	Pre-Installed Supplies Installed in Machine	30		<input type="checkbox"/> Auto Toner Fulfillment **(Requires imageWare Remote)						
				Alternate Meter Read Method: _____						
2223C002	ICMF525DW	8		<input type="checkbox"/> Equipment excluded from Maintenance			<input type="checkbox"/> Corporate Advantage		<input type="checkbox"/> Equipment under separate MPS agreement	
2368V991	PRINTER CONNECTIVITY	8		Covered Images Included		Start Meter		Excess per Image Charge		
3537V015	INSTALL PAK LBP/IMAGECLASS	8		B & W	Color	B & W	Color	B & W	Color	
IntSupplies	Pre-Installed Supplies Installed in Machine	8								
				<input type="checkbox"/> Auto Toner Fulfillment **(Requires imageWare Remote)						
				Alternate Meter Read Method: _____						

Key to Meter Read Method: imageWARE Remote unless noted above (or) W = eManage website

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CANON SOLUTIONS AMERICA
 Canon Solutions America, Inc. ("CSA")
 One Canon Park, Melville, NY 11747
 (800)-613-2228

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Customer Name: COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND

Ship To Information

Delivery Address: 6040 PUBLIC LANDING RD			Connectivity Contact: PHIL TAYLOR		
City: SNOW HILL	County: WORCESTER		I/T Phone #: 410.632.1100	E-Mail: philip.taylor@maryland.gov	
State: MD	Zip: 21863-2453	Phone #: 410.632.1100	Elevator: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Loading Dock: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
Delivery Contact: PHIL TAYLOR		Fax #:	Earliest Delivery Date: 6/14/2019		# of Steps: 0
E-Mail: philip.taylor@maryland.gov			Hours of Operation: 9-5		
Special Instructions:					

Equipment and Software ("Listed Items")

Equipment Maintenance Information

Item Code	Product Description	Qty	Serial #	Complete the following information, if Maintenance is selected on the face page. Maintenance is automatically selected herein unless you choose the option to exclude Maintenance by checking box(es) below.					
1474C005	ICMF735CDW	2		<input type="checkbox"/>	Equipment excluded from Maintenance	<input type="checkbox"/>	Corporate Advantage	<input type="checkbox"/>	Equipment under separate MPS agreement
5146B002	MICARD ATTACH KIT-B1	2		Covered Images Included		Start Meter		Excess per Image Charge	
2368V991	PRINTER CONNECTIVITY	2		B & W	Color	B & W	Color	B & W	Color
3537V015	INSTALL PAK LBP/IMAGECLASS	2							
IntSupplies	Pre-Installed Supplies Installed in Machine	2		<input type="checkbox"/> Auto Toner Fulfillment **(Requires imageWare Remote)					
				Alternate Meter Read Method: _____					
3575B005	uniFLOW Basic License (Enterprise Edition)	1		<input checked="" type="checkbox"/>	Equipment excluded from Maintenance	<input type="checkbox"/>	Corporate Advantage	<input type="checkbox"/>	Equipment under separate MPS agreement
3575B006	uniFLOW Standard Module (Enterprise Edition)	1		Covered Images Included		Start Meter		Excess per Image Charge	
3575B009	uniFLOW Remote Print Server (Enterprise Edition)	2		B & W	Color	B & W	Color	B & W	Color
3575B197	uniFLOW SPP Device License for Compact MFP (1 Device)	15							
3575B199	uniFLOW SPP Device License for Compact MFP (25 Devices)	1		<input type="checkbox"/> Auto Toner Fulfillment **(Requires imageWare Remote)					
3575B322	UNIFLOW SPP DEVICE LICENSE FOR SFP MEAP (1 DEVICE)	3		Alternate Meter Read Method: _____					
3575B323	UNIFLOW SPP DEVICE LICENSE FOR SFP MEAP (10 DEVICES)	1							
3575B326	UNIFLOW SPP DEVICE LICENSE FOR SFP MEAP (75 DEVICES)	1							
3575B610	UNIFLOW SPP DEVICE LICENSE FOR MEAP 1 DEVICE	19							
3575B504	MICARD PLUS SC READER	22							
3575B747	UNIFLOW MICARD PLUS READER FOR CMFP	128							
1396V766	UNIFLOW IMPLEMENTATION SERVICES BY LOCAL SYSTEMS	4							
3575B040	uniFLOW Software Assurance (1 Point)	1208							

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CANON SOLUTIONS AMERICA
 Canon Solutions America, Inc. ("CSA")
 One Canon Park, Melville, NY 11747
 (800)-613-2228

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Customer Name: COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND

Ship To Information

Delivery Address: 6040 PUBLIC LANDING RD		Connectivity Contact: PHIL TAYLOR	
City: SNOW HILL	County: WORCESTER	I/T Phone #: 410.632.1100	E-Mail: philip.taylor@maryland.gov
State: MD	Zip: 21863-2453	Phone #: 410.632.1100	Elevator: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Delivery Contact: PHIL TAYLOR		Fax #:	Loading Dock: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
E-Mail: philip.taylor@maryland.gov		Earliest Delivery Date: 6/14/2019	# of Steps: 0 Hours of Operation: 9-5
		Special Instructions:	

Equipment and Software ("Listed Items")

Equipment Maintenance Information

Item Code	Product Description	Qty	Serial #	Complete the following information, if Maintenance is selected on the face page. Maintenance is automatically selected herein unless you choose the option to exclude Maintenance by checking box(es) below.					
3324C001	IRADV4551V3	3		<input type="checkbox"/> Equipment excluded from Maintenance	<input type="checkbox"/> Corporate Advantage	<input type="checkbox"/> Equipment under separate MPS agreement			
1419C002	CASSETTE FEEDING UNIT-AN1	3		Covered Images Included		Start Meter		Excess per Image Charge	
0613C002	STAPLE FINISHER-Y1	3		B & W	Color	B & W	Color	B & W	Color
1426C001	BUFFER PASS UNIT-N1	3							
0166C007	SUPER G3 FAX BOARD-AS2	3		<input type="checkbox"/> Auto Toner Fulfillment **(Requires imageWare Remote)					
0625C001	IC CARD READER BOX-C1	3		Alternate Meter Read Method: _____					
1972V064	ESP NEXT GEN PCS POWER FILTER (120V/15A) XG-PC	3							
2368V120	MID VOLUME CONNECTIVITY 30+PPM UP TO 79PPM	3							
3537V007	IMAGERUNNER ADV 4251/4245/4551/4545/1 INSTALL PA	3							
IntSupplies	Pre-Installed Supplies Installed in Machine	3							
3238C013	IPC710	1		<input type="checkbox"/> Equipment excluded from Maintenance	<input type="checkbox"/> Corporate Advantage	<input type="checkbox"/> Equipment under separate MPS agreement			
3655C005	IPR SERVER G250 & CONTROL PANEL SET	1		Covered Images Included		Start Meter		Excess per Image Charge	
3241C002	DPX.READER-M1(INCH/A)	1		B & W	Color	B & W	Color	B & W	Color
3242C001	STACK BYPASS-C1	1							
0118C002	BOOKLET FINISHER-W1 PRO	1		<input type="checkbox"/> Auto Toner Fulfillment **(Requires imageWare Remote)					
0103C001	PAPER FOLDING UNIT-J1	1		Alternate Meter Read Method: _____					
5738B002	PUNCHER UNIT-BS1	1							
8002A004	X-RITE i1 SPECTROPHOTOMETER	1							
1972V076	ESP NEXT GEN PCS POWER FILTER (208V/20A) XG-PC	1							
1972V064	ESP NEXT GEN PCS POWER FILTER (120V/15A) XG-PC	1							
3537V028	IMAGEPRESS C710/C810/C910/C750/C850/C700/C800 D	1							
2743V986	IMAGEPRESS C710/C750/C850 SERIES OPERATOR TR	1							

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CANON SOLUTIONS AMERICA
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 One Canon Park, Melville, NY 11747
 (800)-613-2228

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Customer Name: COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND

Ship To Information

Delivery Address: 11827 OCEAN GATEWAY WACS CENTER			Connectivity Contact: PHIL TAYLOR		
City: OCEAN CITY		County: WORCESTER		I/T Phone #: 410.632.1100	
State: MD		Zip: 21842		E-Mail: philip.taylor@maryland.gov	
Phone #: 410.632.1100			Elevator: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		Loading Dock: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Delivery Contact: PHIL TAYLOR			Fax #:		Earliest Delivery Date: 6/14/2019
E-Mail: philip.taylor@maryland.gov			Special Instructions:		# of Steps: 0
					Hours of Operation: 9-5

Equipment and Software ("Listed Items")

Equipment Maintenance Information

Item Code	Product Description	Qty	Serial #	Complete the following information, if Maintenance is selected on the face page. Maintenance is automatically selected herein unless you choose the option to exclude Maintenance by checking box(es) below.					
3326C001	IRADV4535IV3	1		<input type="checkbox"/> Equipment excluded from Maintenance		<input type="checkbox"/> Corporate Advantage		<input type="checkbox"/> Equipment under separate MPS agreement	
1430C003	SINGLE PASS DADF-A1	1		Covered Images Included		Start Meter		Excess per Image Charge	
2299C001	CABINET TYPE-Q	1		B & W	Color	B & W	Color	B & W	Color
1423C002	INNER FINISHER-J1	1							
0166C007	SUPER G3 FAX BOARD-AS2	1		<input type="checkbox"/> Auto Toner Fulfillment **(Requires imageWare Remote)					
0625C001	IC CARD READER BOX-C1	1		Alternate Meter Read Method: _____					
1972V064	ESP NEXT GEN PCS POWER FILTER (120V/15A) XG-PC	1							
2368V120	MID VOLUME CONNECTIVITY 30+PPM UP TO 79PPM	1							
3537V008	IMAGERUNNER ADV 4235/4225/4535I/4535I/4525I INSTA	1							
IntSupplies	Pre-Installed Supplies Installed in Machine	1		<input type="checkbox"/> Equipment excluded from Maintenance		<input type="checkbox"/> Corporate Advantage		<input type="checkbox"/> Equipment under separate MPS agreement	
				Covered Images Included		Start Meter		Excess per Image Charge	
				B & W	Color	B & W	Color	B & W	Color
				<input type="checkbox"/> Auto Toner Fulfillment **(Requires imageWare Remote)					
				Alternate Meter Read Method: _____					

Key to Meter Read Method: imageWARE Remote unless noted above (or) W = eManage website

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CANON SOLUTIONS AMERICA
 Canon Solutions America, Inc. ("CSA")
 One Canon Park, Melville, NY 11747
 (800)-613-2228

Unified Lease Agreement

Schedule A

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Customer Name: COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND

Ship To Information

Delivery Address: 107 WILLIAM ST			Connectivity Contact: PHIL TAYLOR		
City: BERLIN		County: WORCESTER		I/T Phone #: 410.632.1100	
State: MD		Zip: 21811		E-Mail: philip.taylor@maryland.gov	
Delivery Contact: PHIL TAYLOR			Fax #:		
E-Mail: philip.taylor@maryland.gov			Special Instructions:		
Phone #: 410.632.1100		Elevator: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		Loading Dock: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
Earliest Delivery Date: 6/14/2019			# of Steps: 0		Hours of Operation: 9-5

Equipment and Software ("Listed Items")

Equipment Maintenance Information

Item Code	Product Description	Qty	Serial #	Complete the following information, if Maintenance is selected on the face page. Maintenance is automatically selected herein unless you choose the option to exclude Maintenance by checking box(es) below.					
3276C002	IRADVC5535IV3	1		<input type="checkbox"/> Equipment excluded from Maintenance		<input type="checkbox"/> Corporate Advantage		<input type="checkbox"/> Equipment under separate MPS agreement	
0609C002	CASSETTE FEEDING UNIT-AM1	1		Covered Images Included		Start Meter		Excess per Image Charge	
0613C002	STAPLE FINISHER-Y1	1		B & W	Color	B & W	Color	B & W	Color
0619C002	BUFFER PASS UNIT-L1	1							
0126C001	2/3 HOLE PUNCHER UNIT-A1	1		<input type="checkbox"/> Auto Toner Fulfillment **(Requires imageWare Remote)					
0166C007	SUPER G3 FAX BOARD-AS2	1		Alternate Meter Read Method: _____					
0625C001	IC CARD READER BOX-C1	1							
1972V064	ESP NEXT GEN PCS POWER FILTER (120V/15A) XG-PC	1		<input type="checkbox"/> Equipment excluded from Maintenance					
2368V120	MID VOLUME CONNECTIVITY 30+PPM UP TO 79PPM	1		Covered Images Included		Start Meter		Excess per Image Charge	
3537V001	INSTALL PAK C5535I & C5540I	1		B & W	Color	B & W	Color	B & W	Color
IntSupplies	Pre-Installed Supplies Installed in Machine	1							
				<input type="checkbox"/> Auto Toner Fulfillment **(Requires imageWare Remote)					
				Alternate Meter Read Method: _____					

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CANON SOLUTIONS AMERICA

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One Canon Park, Melville, NY 11747
(800) 613-2228

LEASE UPGRADE, TRADE-IN, RETURN OR BUY-OUT
REIMBURSEMENT ADDENDUM TO AGREEMENT #
S0914653.04 (the "AGREEMENT")

Customer ("You"): Customer Account: 1022962
Company: COUNTY COMMISSIONERS OF WORCESTER COUNTY MARYLAND
Address: 6040 PUBLIC LANDING RD ATTN HEALTH DEPT
City: SNOW HILL County: WORCESTER
State: MD Zip: 21863-2453 Phone #: 410.632.1100
Email: philip.taylor@maryland.gov

Buy-out Reimbursement
\$21,507.00 to be paid under the circumstances described in Section 1 below.
Payable to: [X] You [] Canon Financial Services, Inc.
Reason for check issuance:

Lease Upgrade or Buy-out Acknowledgement
If this transaction includes a lease upgrade or buy-out to be paid upon delivery and acceptance of the Equipment listed on the Agreement, select one of the following:
[] Not Applicable
[] You will return the equipment to the leasing company according to the terms and conditions of your lease agreement.
[X] CSA will return the equipment to the leasing company per Section 2 below.
[] You will retain the equipment.
If so, will the equipment remain under a CSA Maintenance Agreement?
Yes [] If yes, under an Existing Contract [] or New Contract [] No []
[] CSA will pick up the equipment for Trade In.
List the leasing company and lease number associated with any lease upgrade or buy-out.
Leasing Company Name Lease Number
CFS 001-0156158-045
CFS 001-0156158-046

Return Authorization
Please select one:
[] Trade-In
Please note that any applicable trade-in credit is reflected in the periodic lease payments or purchase price as specified in the Agreement.
Equipment Condition: [] Good Working Condition [] As Is condition
[X] Return Equipment to selected Leasing Company
[X] Canon Financial Services
[] Return Equipment to CSA. Original Order Date
Pick-Up Information:
[X] Same Date as Delivery of Listed Items specified on the Agreement.
[] Other Specified Date: / /
(contact no longer than 30 days after delivery of Listed Items under Agreement)
Contact Name: Phone:
E-Mail:
Special Removal Instructions:

Table with 9 columns: Return Code, Item Code, Description, Serial #, Meter Reading, Equipment location, Contact Name & Phone, Email, Alt. Pick Up Date. Contains 4 rows of equipment details.

You have agreed to acquire from CSA certain Listed Items pursuant to the Agreement. By your signature below, you agree to supplement the terms of the Agreement as follows:
1. If Buy Out Reimbursement is selected: The Buy-Out Reimbursement indicated above will be paid directly to the designated party by CSA upon installation and testing of the Listed Items and payment to CSA (by you or by the Leasing Company) of the purchase price for the Listed Items. The Buy-Out Reimbursement will be paid for the sole purpose of reimbursement of early termination charges or fees and associated expenses payable for (a) early termination of the lease of the Trade-in or Return Equipment or for other equipment being replaced by the Listed Items under the Agreement, (b) refinancing the lease of other equipment or (c) preparation of the site for installation of Listed Items. You acknowledge and agree that CSA's financial obligation is limited to the Buy-Out Reimbursement amount, and that you are responsible for any other obligations, including any charges which are not covered by the Buy-Out Reimbursement.
2. If Trade-In Equipment or Return to Leasing Company is selected: You hereby authorize CSA to pick up the Trade-in or Return Equipment listed above. You agree to pay CSA's removal charges if, on the date specified above, the Trade-in or Return Equipment is unavailable for pickup and removal through no fault of CSA. Trade-in Equipment shall be conveyed to CSA, and (a) you represent that CSA will receive good and marketable title to each unit of Trade-in Equipment, free and clear of any and all liens and leasehold interests, (b) you warrant that the Trade-in Equipment will be delivered to CSA (unless specified above that the trade-in is on an "As Is" basis) in good working condition, reasonable wear and tear excepted, and (c) you shall make the Trade-in Equipment available for pickup by CSA on the relevant date specified above. If you breach or fail to comply with any of the foregoing, CSA may, without limiting its other remedies under applicable law, return the Trade-In Equipment to you (at your expense both for the return and the original pickup) and rescind, or require you to refund to CSA, promptly upon receipt of CSA's invoice, the full amount of any trade-in credit reflected in the Agreement (which amount shall equal the fair market value of such Trade-In Equipment, as determined by CSA). Return Equipment shall be shipped to the Leasing Company specified above, and CSA's sole obligation is to use commercially reasonable efforts to pick-up and remove the Return Equipment and to arrange, on your behalf and at CSA's expense and risk (but only to the extent of obvious damage in transit), for the shipment of the Return Equipment to the Leasing Company. You acknowledge that additional charges for supplies, media, excess usage, etc., will be invoiced to you, and you shall be responsible for all invoices due and owing up to and including the date such Trade-in equipment or Return Equipment is received by CSA.
3. DATA: You acknowledge that the hard drive(s) on the Equipment, including attached devices, may retain images, content or other data that you may store for purposes of normal operation of the Equipment ("Data"). You acknowledge that CSA is not storing Data on behalf of you and that exposure or access to the Data by CSA, if any, is purely incidental to the services performed by CSA. Neither CSA nor any of their affiliates has an obligation to erase or overwrite Data upon Your return of the Equipment to CSA or any leasing company. You are solely responsible for: (i) your compliance with applicable law and legal requirements pertaining to data privacy, storage, security, retention and protection; and (ii) all decisions related to erasing or overwriting Data. The terms of this section shall solely govern as to Data, notwithstanding that any provisions of this Agreement or any separate confidentiality or data security or other agreement now or hereafter entered into between you and CSA could be construed to apply to Data.

THIS ADDENDUM SHALL BECOME EFFECTIVE AT THE SAME TIME AS THE AGREEMENT BECOME EFFECTIVE IN ACCORDANCE WITH THE TERMS THEREOF. EXCEPT WHERE SUPPLEMENTED HEREBY THE AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

Customer's Authorized Signature _____

Printed Name: _____ Title: _____ Date: _____



SUBSCRIPTION SUPPORT SERVICES AGREEMENT

CANON SOLUTIONS AMERICA

Canon Solutions America, Inc. ("CSA")
One Canon Park, Melville, NY 11747
(800) 613-2228

Salesperson / Analyst Justin W. Cronshaw Order Date: 5 / 31 / 2019

Customer ("You") Customer Account: 1022962
Company: COUNTY COMMISSIONERS OF WORCESTER COUNTY MARYLAND
Address: 6040 PUBLIC LANDING RD
City: SNOW HILL
State: MD Zip: 21863-2453 Phone #: 410.632.1100
Contact: PHIL TAYLOR Fax #:
Email: philip.taylor@maryland.gov
Related Agreement # (if applicable): S0914653
Agreement Term: [] Months (max 12 months)
[] Lease Term
Payment Terms: [] Net 30
[] Bill with my CFS Lease Payment
[] Credit Card:
Requires submission of secure credit card authorization form.
Customer P.O. Number:

Table with 5 columns: Ordered Qty, Item Code, Description, Price, Extended Price. Row 1: 2, 1396V768, SUBSCRIPTION SUPPORT SERVICES 50 UNIT BLOCK, Included, Included. Summary rows: Total, Sales Tax, Total Due.

TERMS AND CONDITIONS

(continued on page 2)

- 1. Term. The term of this Agreement (the "Term") shall continue until the earlier of (a) the units of Subscription Support Services specified above ("Units") are consumed or (b) for either (as indicated above) the number of months indicated above beginning on the Order Date or the end of the term of the applicable CFS lease.
2. Included Services. Under this Agreement, Canon Solutions America, Inc. ("CSA") will provide to you Subscription Support Services ("Services") consisting of a) remote support and b) on-site support for CANON and select third party software and hardware solutions.
3. Effective Rates. Units are available to you under this Agreement based upon the Resource Level utilized to perform the Services:

Table with 3 columns: Resource Level, Units Per Hour, Min Hours per Engagement. Rows include National Consulting and Support ("NCS") Engineers, Production Analyst, Project Management Specialist, Software Development Specialist, Local Systems Analyst, Local Systems Engineer, Solutions Support Center Agent, Product Trainer.

* Subject to Course minimum requirements if applicable

(continued on page 2)

BY THE SIGNATURE OF YOUR AUTHORIZED SIGNATORY BELOW, YOU ACKNOWLEDGE RECEIPT OF A COPY OF THIS AGREEMENT, CONSISTING OF 2 PAGES, AND YOU AGREE TO PURCHASE THE QUANTITY OF UNITS SPECIFIED ABOVE, ON THE TERMS AND CONDITIONS ABOVE AND AS CONTINUED ON PAGE 2 HEREOF.

Customer's Authorized Signature _____

Printed Name _____ Title _____ Date _____

TERMS AND CONDITIONS

(continued from page 1)

4. Utilization Procedure. Services will be provided during the Term when requested by you through the CSA service dispatch center. CSA will determine the appropriate Resource Level(s) to be assigned based on your resource selection or description of the requested Services. CSA reserves the right to reject any request by you if CSA determines that such request is for work beyond the scope of the Services covered by this Agreement or the Resource Levels available hereunder. Units unused upon the expiration of the Term are non-refundable. If Services requested by you, or completion of ongoing Services, will require Units in excess of the unused quantity available hereunder, CSA shall notify you in advance of completing the work and you shall instruct CSA to end work or you shall agree to pay for those additional Units at CSA's then prevailing rates.

5. Performance of Services. Services may be performed by remote access, or by CSA, or its designee at your business locations if located within CSA's servicing area. If by remote access, you grant CSA permission to access your systems as required to perform the Services. If on-site at your premises, (a) such personnel shall comply with your reasonable security and other such policies of which CSA has been informed by you in writing; and (b) you will provide such personnel with appropriate workspace. In either event (a) you will provide assistance as may be reasonably required for the performance of the Services; and (b) you acknowledge that the performance by CSA of Services with respect to any non-CANON hardware or software may be dependent on assistance or cooperation from the third-party manufacturer or developer, including your requirement(s) to purchase any necessary software upgrades or licenses to operate the software.

6. Payment.

(a) Unless the "Bill with my CFS Lease Payment" option is selected on page 1 hereof, the total purchase price specified on page 1 hereof is payable in full and in advance within no later than 30 days after the date of CSA's invoice therefore, and CSA shall have no obligation to provide any Services until such payment has been made. If payments are late, CSA may charge you and you agree to pay a late charge equal to the higher of ten percent (10%) of the amount due or ten dollars (\$10) as reasonable collection fees, not to exceed the maximum amount permitted by law.

(b) If the "Finance through my CFS Lease" option is selected on page 1 hereof, the total purchase price specified on page 1 shall be financed by the lessor (Canon Financial Services, Inc.) through the applicable lease, as provided herein, over the initial term of the applicable lease.

7. EXCLUSION OF WARRANTIES AND LIMITATION OF LIABILITY. CSA WARRANTS THAT IT WILL PERFORM SERVICES HEREUNDER IN A PROFESSIONAL AND COMPETENT MANNER CONSISTENT WITH THE RESOURCE LEVEL UTILIZED. OTHERWISE, CSA MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE SERVICES. CSA SHALL NOT BE LIABLE FOR INJURY OR DAMAGE EXCEPT TO THE EXTENT CAUSED BY CSA'S NEGLIGENCE OR WILLFUL MISCONDUCT. CSA SHALL NOT BE LIABLE FOR EXPENDITURES FOR SUBSTITUTE EQUIPMENT OR SERVICES, LOSS OF REVENUE OR PROFIT, LOSS, CORRUPTION OR RELEASE OF DATA, FAILURE TO REALIZE SAVINGS OR OTHER BENEFITS, STORAGE CHARGES OR INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF OR IN CONNECTION WITH THIS AGREEMENT REGARDLESS OF THE LEGAL THEORY ON WHICH THE CLAIM IS BASED AND EVEN IF CSA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL CSA'S LIABILITY TO YOU HEREUNDER OR IN CONNECTION WITH THE SERVICES EXCEED THE AGGREGATE AMOUNT PAID BY YOU TO CSA PURSUANT TO THIS AGREEMENT.

8. Non-Solicitation. Throughout the Term and for one (1) year following the expiration or termination thereof, you agree that you will not, directly or through any third party, solicit, offer employment to, hire, interfere with or endeavor to entice away from CSA any individual who is an employee of CSA and who, at any time during the Term, was involved in providing Services to you hereunder. You further agree, with respect to any former employee of CSA who was involved in providing Services

to you hereunder, that you will not, directly or through any third party, solicit, offer employment to or hire such former CSA employee at any time during the one (1) year period after he or she ceases to be an employee of CSA.

9. Confidentiality. CSA shall use commercially reasonable efforts during the recruiting, training and supervision of its personnel providing Services to advise that they shall refrain from using except in connection with the Services, and shall not disclose to any third parties, any of your business or financial information of a proprietary nature.

10. Default. If you fail to pay any amounts within 15 days after the same are due and payable under this Agreement, (or under the CFS lease, if the Units have been financed there under), or if you or CSA fails to perform in any material respect any other obligation hereunder within thirty (30) days after written notice thereof from the other party, the non-defaulting party may terminate this Agreement upon written notice to the other party. Any such termination shall be without limitation of the rights and remedies of the non-defaulting party under applicable law. CSA shall not be required to accept any request for Services, or continue performance of ongoing Services, at any time that any amount is hereunder (or the CFS lease) is due and unpaid.

11. Miscellaneous. This Agreement shall be binding upon the parties upon execution. In rendering Services hereunder, CSA shall be acting as an independent contractor and shall not be deemed your employee or agent. Nothing in this Agreement shall be deemed to create a partnership or joint venture between the parties. This Agreement constitutes the entire agreement between the parties with respect to the Services and shall supersede all prior agreements, if any, between the parties relating to the Services provided hereunder. The parties stipulate that neither of them has made any representation with respect to the subject matter of this Agreement or the execution and delivery hereof except such representations as are specifically set forth herein. No modification, amendment, addendum to or waiver of this Agreement shall be binding upon the parties hereto unless made in writing and duly signed by both parties. Any purchase order utilized by you shall be for your administrative convenience only, and any terms therein which conflict with, vary from or supplement the provisions of this Agreement shall be deemed null and void. A failure of either party to exercise any right provided for herein shall not be deemed a waiver of any right under this Agreement. This Agreement shall inure to the benefit of and be binding upon the successors and permitted assigns of the respective parties. This Agreement shall not be assignable by you without CSA's prior written consent, and any attempted assignment without such consent shall be void. If a court finds any provision of this Agreement (or part thereof) to be unenforceable, the remaining provisions of this Agreement shall remain in full force and effect.

12. Choice of Law and Forum. THIS AGREEMENT AND ALL CLAIMS, DISPUTES AND CAUSES OF ACTION RELATING THERETO, WHETHER SOUNDING IN CONTRACT, TORT OR STATUTE, SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NEW YORK. ANY AND ALL SUITS YOU COMMENCE AGAINST CSA, WHETHER OR NOT ARISING UNDER THIS AGREEMENT, SHALL BE BROUGHT ONLY IN THE STATE OR FEDERAL COURTS LOCATED WITHIN THE CITY OF NEW YORK. YOU CONSENT TO THE EXCLUSIVE JURISDICTION AND VENUE OF ANY STATE OR FEDERAL COURT LOCATED WITHIN THE CITY OF NEW YORK UPON SERVICE OF PROCESS MADE IN ACCORDANCE WITH THE APPLICABLE STATUTES AND RULES OF THE STATE OF NEW YORK OR THE UNITED STATES. ANY SUIT, OTHER THAN FOR PAYMENT OF AMOUNTS DUE HEREUNDER, SHALL BE COMMENCED, IF AT ALL, WITHIN ONE (1) YEAR OF THE DATE THAT THE CLAIM ACCRUES. THE PARTIES IRREVOCABLY WAIVE ANY RIGHT TO A JURY TRIAL IN ANY SUIT BETWEEN THEM.

13. ELECTRONIC ACCEPTANCE. You agree that CSA may accept an electronic image of this Agreement as an original, and that electronic copies of your signature will be treated as an original for all purposes.



CANON SOLUTIONS AMERICA

Canon Solutions America, Inc. ("CSA")
One Canon Park, Melville, NY 11747
(800) 613-2228

SUBSCRIPTION SUPPORT SERVICES AGREEMENT ADDENDUM

Related Contract Date:	Related Contract Number:	Related Acquisition Agreement Number: S0914653		
Customer: County Commissioners of Worcester County, Maryland				
Street Address: 6040 Public Landing Rd		City: Snow Hill	State: MD	Zip: 21863
Equipment Description: (2) Subscription Support Services 50 Unit Block			Term: 60 Months	

WHEREAS, Canon Solutions America, Inc. ("CSA"), and the above-described Customer ("you") have determined that it is in their mutual benefit to enter into this Subscription Support Services Agreement Addendum ("Addendum") to the above-described Subscription Support Services Agreement ("Agreement"). All capitalized terms used below that are not defined in this Addendum shall have the meanings set forth in the Agreement.

NOW, THEREFORE, for good and valuable consideration, intending to be legally bound, the parties hereby agree as follows:

1. Anything in the Agreement to the contrary notwithstanding, and subject to all of the terms and conditions set forth in this Addendum, the terms and conditions of the Agreement shall be modified as follows:
 - a. **Paragraph 12:** Paragraph 12 is amended by (i) deleting "STATE OF NEW YORK" and replacing with "STATE OF MARYLAND"; and (ii) deleting "CITY OF NEW YORK" and replacing with "WORCESTER COUNTY, MARYLAND".
2. It is expressly agreed by the parties that this Addendum is supplemental to the Agreement, and that the provisions thereof, unless specifically modified herein, shall remain in full force and effect and shall apply to this Addendum as though they were expressly set forth herein.
3. In the event of any conflict or inconsistency between the provisions of this Addendum and any provisions of the Agreement, the provisions of this Addendum shall in all respects govern and control.

IN WITNESS WHEREOF, the parties have caused this Addendum to be executed on the date set forth below.

Canon Solutions America, Inc.

County Commissioners of Worcester County,
Maryland

By: _____
 Name: _____
 Title: _____
 Date: _____

By: _____
 Name: _____
 Title: _____
 Date: _____





4

OFFICE OF THE STATE'S ATTORNEY FOR WORCESTER COUNTY
KRISTIN HEISER, STATE'S ATTORNEY

June 11, 2019

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

Dear Commissioners:

I am writing to request approval to submit a grant application on behalf of the Office of the State's Attorney to the Opioid Operational Command Center for the purchase of a case management software system.

We plan to apply for a \$100,000 grant to cover the cost of the purchase, implementation, maintenance, and staff training of new case management software. The case management software currently in use is over 15 years old with limited functionality, because of technological advances in the software used by all of our partnering agencies. These limitations are increasingly apparent when viewed in the context of the court-mandated e-filing system we are required to use. Our outdated software frustrates my staff's efforts to perform efficiently and prevents them from assisting prosecutors in case preparation because of time spent on menial tasks which could be eliminated by the purchase of a new software system.

This grant funding opportunity would mean a huge increase in productivity for my staff while attending their current job responsibilities, and would then allow us to focus our energy on additional outreach, education, and awareness. Specific to opioid abuse in Worcester County, the new case management system would also allow us to track opioid cases and keep case statistics to evaluate our strategies and provide measures of success in our fight against the opioid crisis. Should we receive the grant funding, Worcester County taxpayers would benefit greatly at no further expense to the county, and I have already identified additional savings in my budget that could be used to pay for the annual maintenance of the new software program, which is estimated at around \$5,000.

If we receive the full grant funding requested, I do not anticipate requesting any additional funds from the County related to this project for the foreseeable future. Thank you for your time and consideration of this matter.

Very Truly Yours,

Kristin Heiser
State's Attorney for Worcester County

1a

OPIOID OPERATIONAL COMMAND CENTER FY2020 Grant Application Form

Fiscal Year: 2020 **Date Submitted:** 6/13/2019 **Type:** OIT Grant Non-OIT Grant

Project Title: Data Management System for Prosecution of Opioid-Related Cases.
Jurisdiction of Proposed Project: Worcester County, MD

Applicant Organization: Worcester County State's Attorney's Office

Point of Contact:

First/Last Name: Kristin Heiser

Mailing Address:

Position: State's Attorney for Worcester County

106 Franklin St. Snow Hill, MD 21863

Phone: 410-632-2166

Click or tap here to enter text.

Email: kheiser@co.worcester.md.us

Website: www.worcestersao.com

Main Objective (refer to Appendix B):

Prevention & Education

Enforcement

Treatment & Recovery

Total Project Cost: \$101,262.00

Project Summary:

Please provide a brief summary about the applicant (non-governmental only) and project.

As of the date of this application, Worcester County has the most heroin overdose deaths amongst the nine Eastern Shore counties. The number of overdose deaths in the first half of this year has already exceeded the entire year of 2018. The non-fatal overdoses and Narcan administration are on track to far surpass 2018 statistics as well. Tracking and managing case statistics for drug-related cases, especially heroin and opioid-related cases, is imperative due to the alarming rates of opioid-related overdoses and deaths in Maryland, and in Worcester County in particular. The Office of the State's Attorney for Worcester County is seeking a case management system as a comprehensive technological solution to increase efficiency and to allow for more effective collaboration with partnering law enforcement agencies in the fight against opioid addiction.

Problem Statement/Needs Justification:

Briefly describe why the proposed project is needed and, therefore, is important to pursue. Identify the most significant issues, problems, trends, or opportunities that will be addressed via the proposed project.

The current case management software system used by the Office of the State's Attorney is over 15 years old and is not compatible with software used by partnering agencies. It is entirely incapable of interfacing with the other systems the State of Maryland requires prosecutors to use. The ideal case management system would integrate with MDEC (Maryland's Electronic Courts e-filing system), law enforcement agencies as well as partnering agencies. It would also incorporate easily accessible documents and be able to disseminate information to partnering agencies (such as Drug Court program, Social Services, police, Parole and Probation, etc) pertinent information regarding Drug Court participation, compliance with probation or with a First Offender's Program. This would enable prosecutors to establish the best course of action for each opioid-addicted defendant, whether it be Drug Court, a long term treatment facility, probation or even incarceration. Input from each agency would easily be accessible by prosecutors, and swift action could be taken in the event of a new arrest, violation of probation or overdose. Defendants that have cases pending could be referred for services, which could help those with substance abuse issues to begin treatment prior to their court date. This, in turn, could reduce the number of overdoses and help spare a family the agony of losing a loved one due to the opioid crisis. An updated case management system is essential for statistical analysis and enhanced preparedness to meet the needs of the addicted community and to prevent distribution of opioids and heroin in the Worcester County community.

Program Goals and Objectives:

Define the central aim and principal goals of the proposed project. For each goal, define one to three key objectives. Each defined objective must be SMART: (a) Specific (i.e., clear and unambiguous); (b) Measurable (i.e., observable and preferably countable, if feasible); (c) Attainable (i.e., realist and achievable); (d) Relevant (i.e., pertinent to stated purpose and scope of project); and (e) Time-Bound (i.e., have defined starting and end points, or fixed duration).

The Office of the State's Attorney for Worcester County is dedicated to meeting the opioid crisis head on. The overall goal of the Office is to work with law enforcement officers to keep the citizens of Worcester County safe and to hold offenders accountable. This goal is accomplished by reducing opioid availability, misuse, and overdoses by using proactive prosecution practices and supporting implementation and enhancement of information-sharing with partnering agencies.

Objectives include making sure addicts are identified as such, and that they receive necessary treatment, while dealers are prosecuted and incarcerated, especially in cases involving an overdose death. Additional objectives focus on enhancing information-sharing with partnering agencies by accessing needed documentation, reports and other statistical case-related data. This is all possible with an upgraded case management software system which will support cross-system planning and collaboration with prosecution, law enforcement, Drug Court and Parole & Probation to reduce misuse of opioids by information sharing, statistical analysis and more effective case evaluation.

Program Measurement/Performance Indicators:

Identify at least one Performance Measure you will use to evaluate this project's success and the target for the fiscal year. Required Performance Measures for certain activity types are included in Appendix C.

Quantitative data will be collected regarding the number of drug cases prosecuted and focus on cases involving opioid overdoses, both fatal and non-fatal. Interactions with partnering agencies will be correlated with outcome to determine recidivism, successful completion of probation or other court-ordered programs. As this will be a new software program, performance indicators will be added and modified as successful implementation occurs and more partner agencies are able to benefit from use of the program.

Timeline:

Please provide a timeline of the project's major developments.

The State's Attorney for Worcester County is compiling a final list of requirements for software, and determining the exact program that will be most advantageous to suit the needs of the office. The ideal program will be able to interact with partnering agencies to determine the correct course of action for each case, and follow up after the disposition of the case. It would be anticipated that upon purchase of the software, installation and training should be completed within a few months of procurement.

Spend Plan Description:

Clearly define the major categories contained in the budget and provide the basis for and defend (i.e., justify) cost projections. Please also include a brief summary of any other grant opportunities which the organization may be seeking to support this project.

Estimated costs for a comprehensive software program as well as installation and training are \$100,000.00. At this time, there are no other grant opportunities being sought for procurement of this technology, however, for future maintenance and updates, smaller grants may be sought.

Program Sustainability Plan:

Briefly describe how this program will be sustained financially in future fiscal years.

After procuring the appropriate software package that will suit the needs of the State's Attorney's Office, there will be periodic updates and yearly maintenance fees that will need to be addressed. Funding for these requirements will be addressed in yearly budget requests, as well as additional technology grants as they come available. Funds to be used for maintenance fees have already been identified in the current budget.

*By signing below, I have read and agree to all of the general and specific conditions.
Furthermore, to the best of my knowledge, I certify that all the information provided herein is true and correct.*

Application Signature: _____

Approvals

The signatures below serve to convey the County's support of the project described herein. County Administration approval is not required for Opioid Intervention Team (OIT) grants.
County Administration (County Executive, Council Chair, County Administrator or similar):

Signature: _____

Printed Name: Click or tap here to enter text.

Title: Click or tap here to enter text.

Local Health Department:

Signature: _____

Printed Name: Rebecca Jones

Title: Health Director, Worcester County

Local Emergency Management:

Signature: _____

Printed Name: John William Birch

Title: Director Emergency Services, Worcester County

Municipal Emergency Management (if applicable):

Signature: _____

Printed Name: Click or tap here to enter text.

Title: Click or tap here to enter text.

Checklists

Required Attachments for OIT Applicants (please check if attached):

- Completed OIT Documentation Form (*OIT Membership should represent a broad cross section of the community and a wide range of disciplines. Participation from the following sectors is strongly encouraged: Health & Medical, Emergency Management, Law Enforcement, Emergency Services, Human Services, the Justice System, Education, and private-sector and non-profit partners.*)
- Opioid Response Plan (*The jurisdiction must have a written Opioid Response Plan. An Opioid Response Plan can take many forms, including: formal OIT goals and objectives, a logic model, concept of operations, a continuum of care model, or a strategic framework used to guide multidisciplinary response in the jurisdiction. If a response plan was already submitted for FY19 and no changes have been made to that plan, you may re-submit the same plan for FY20.*)

Required Attachments for Nongovernment Agencies (please check if attached):

- Prior Fiscal Year/Calendar Year Profit & Loss Statement and Balance Sheet
- Company Description including number of employees, EIN and DUNS number and form of organizations (e.g., 501(c)(3))
- Most Recent Financial Audit
- Statement of Good Standing with the MD State Department of Assessments & Taxation
- Copies of any licensures/certification necessary to operate in the State of Maryland. Please also disclose any investigations that your organization may be undergoing (licensure or otherwise).

Appendices

Appendix A: OIT Documentation Form (Required for OIT Grants Only)/Enclosed

Appendix B: OOCC Goals & Objectives/Enclosed

Appendix C: Required Performance Measures and Examples (Reference Only)/Enclosed

Appendix D: Budget Template

APPENDIX A

OIT Documentation Form*

Jurisdiction: _____

List the agencies/partners that participate in your Opioid Intervention Team (OIT) and/or OIT Senior Policy Group:

Sector	Agencies/Partner Organizations
Health & Medical	
Emergency Management	
Law Enforcement	
Emergency Medical Services	
Corrections/Detention Centers	
Parole & Probation	
Social Services	
Education/Higher Education	
Hospitals	
Court System/State's Attorneys	
Private Sector, Non-Profit, or Community Health Organizations	
Other Community or Faith-Based Partners	
Elected Officials	

*Please also submit an OIT organizational chart if one exists.

APPENDIX B

The Inter-Agency Heroin and Opioid Coordination Plan, updated in October 2018, was developed by the OCCC to outline the functions and processes that support Maryland’s statewide coordination and collaboration of efforts. The Coordination Plan does not supplant internal, partner-specific procedures, plans, and programs. Rather, the Coordination Plan ensures that partner strategic-planning efforts and program initiatives follow a common statewide vision. The OCCC’s original four goals and 16 objectives, developed in collaboration with state and local partners, serve as a framework for the statewide response, strategic planning, and analysis and evaluation.

To accommodate changes to the framework, enable clear reporting, and reflect emerging best practices, the following chart aligns those goals and objectives under Governor Hogan’s three-pillar approach to the response.

Prevention & Education	
Original Goals and Objectives	Activity Categories
Goal 1: Prevent new cases of opioid addiction and misuse <ul style="list-style-type: none"> • Reduce stigma and improve knowledge and understanding about opioid addiction • Increase patient, youth, public safety, and general public knowledge of opioid risk and benefits 	Community Awareness Programming Youth & Schools Programming
Goal 4: Enhance data collection, sharing, and analysis to improve understanding of, and response to the opioid epidemic	Information Sharing Programming
Enforcement	
Original Goals and Objectives	Activity Categories
Goal 1: Prevent new cases of opioid addiction and misuse <ul style="list-style-type: none"> • Reduce illicit opioid supply • Reduce inappropriate or unnecessary opioid prescribing and dispensing 	Law Enforcement Programming Information Sharing Programming
Goal 4: Enhance data collection, sharing, and analysis to improve understanding of, and response to the opioid epidemic	
Treatment & Recovery	
Original Goals and Objectives	Activity Categories

<p>Goal 2: Improve early identification and intervention of opioid addiction</p> <ul style="list-style-type: none"> • Build capacity of health care system to identify opioid use disorders and link patients to appropriate specialty care • Improve identification of and provision of services to youth at high-risk for opioid addiction and their families • Identify and connect individuals to treatment and recovery services at all points of contact with public health systems, public safety, hospitals, social services, and government services • Implement law enforcement diversion programs to connect low-level drug-involved offenders with treatment services <p>Goal 3: Expand access to services that support recovery and prevent death and disease progression</p> <ul style="list-style-type: none"> • Improve access to and quality of opioid addiction treatment in the community • Enhance criminal justice services for offenders who are opioid-addicted to prevent re-entry and repeat recidivism into the criminal justice system • Expand access to treatment and recovery services for inmates with substance use disorders in correctional facilities • Transition inmates leaving incarceration with substance use disorders to outpatient treatment services • Make overdose education and naloxone distribution available to individuals at high risk for opioid overdose and their families/friends at all contact points with health, safety, and social service systems • Increase access to naloxone • Increase access to other harm reduction services for active opioid users (services that reduce the negative health impacts of opioid use) • Expand access to recovery support services <p>Goal 4: Enhance data collection, sharing, and analysis to improve understanding of, and response to the opioid epidemic</p>	<p>Criminal Justice Programming</p> <p>Crisis Intervention Systems Programming</p> <p>Harm Reduction Programming</p> <p>Access to Treatment & Recovery Programming</p> <p>Information Sharing Programming</p>
--	---

APPENDIX C

Required Performance Measures

The following are required performance measures for several common activity types.

If the OIT project aligns with an activity type identified below, use the required performance measure(s) as applicable when completing the Project Narrative Form. Fill in any blanks (____) with details specific to your project.

If the OIT project *does not* align with an activity type identified below, please work with the OCCC team to develop performance measure(s) specific to your project goals.

Activity Type	Required Performance Measure(s)
Naloxone Access	<ul style="list-style-type: none"> • Number of units of naloxone purchased by the jurisdiction with these funds • Number of individuals trained in naloxone use with these funds (audience: _____)
Information Campaigns	<ul style="list-style-type: none"> • Number of information/public awareness events and activities conducted • Number of individuals exposed to messaging (communications platform: _____)
Education/Training	<ul style="list-style-type: none"> • Number of education/training events and activities conducted • Number of individuals who received education/training (target audience: _____)
Referral to treatment or recovery services	<ul style="list-style-type: none"> • Number of individuals referred to treatment and/or recovery services (service type: _____) • Number of individuals referred to treatment and/or recovery services who were admitted to treatment or recovery programs (service type: _____)
Peer Recovery Support Specialists	<ul style="list-style-type: none"> • Number of individuals referred to Peer Recovery Specialists (referred from: _____) • Number of individuals referred to treatment by Peer Recovery Specialists • Number of individuals referred to treatment by Peer Recovery Specialists who were admitted to treatment
Screening, Brief Intervention, & Referral to Treatment (SBIRT)	<ul style="list-style-type: none"> • Number of individuals trained in SBIRT (SBIRT setting: _____) • Number of individuals screened (SBIRT setting: _____) • Number of positive screens (SBIRT setting: _____) • Number of brief interventions (SBIRT setting: _____) • Number of individuals referred to treatment (SBIRT

	setting: _____)
Treatment/Crisis Stabilization/Recovery	<ul style="list-style-type: none"> • Number of individuals who received services (service type: _____)

TEL: 410-632-3110
FAX: 410-632-3158
E-MAIL: tourism@co.worcester.md.us



5

LISA CHALLENGER
DIRECTOR

DEPARTMENT OF
TOURISM

Worcester County

104 WEST MARKET STREET
SNOW HILL, MARYLAND
21863

June 10, 2019

To: Harold Higgins, CAO
Kelly Shannahan, ACAO

From: Lisa Challenger, Director
Worcester County Tourism

Re: Maryland Tourism Development Board (MTDB)
FY19 Destination Marketing Organization Grant

The Maryland Tourism Development Board (MTDB) has approved the FY2019 Destination Marketing Grant Program for Worcester County as determined by:

1. Our qualifying expenditures (Advertising expenses)
2. Growth in qualifying expenditures over the previous year
3. Growth in FY18 comptroller-determined lodging tax revenues generated

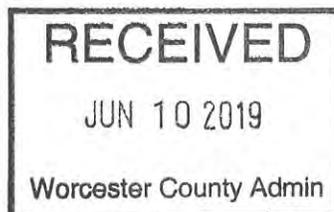
Worcester County Tourism has been awarded \$207,154, which represents an increase of \$66,574 from the previous year, for marketing purposes to be spent during FY2019.

The three copies of the grant agreement must be signed and returned by July 16, 2019, after which we will reserve a fully executed copy. If you have any questions, please feel free to contact me.

Thank you,

LC:TB

Attachments



1a

**MARYLAND DEPARTMENT OF COMMERCE
MARYLAND TOURISM DEVELOPMENT BOARD**

**FY 2020 DESTINATION MARKETING ORGANIZATION
GRANT AGREEMENT**

THIS GRANT AGREEMENT (“Agreement”) is made between the Department of Commerce (“Commerce” or the “Department”), a principal department of the State of Maryland (the “State”), acting through the Maryland Tourism Development Board (“MTDB”), an agency of the Department, the County Commissioners of Worcester County, Maryland (“Grantee”) whose Federal Identification Number is 52-6001064.

RECITALS

A. Grantee has requested grant assistance from MTDB in order to undertake activities consistent with Section 4-202 of the Economic Development Article of the Maryland Code, which establishes as MTDB’s mission: “To guide, stimulate, and promote the coordinated, efficient, and beneficial development of travel and tourism in the State so that the State can derive the economic, social, and cultural benefits of travel and tourism to the fullest extent possible.”

B. Consistent with Sections 4-212, 4-213 and 4-214 of the Economic Development Article of the Maryland Code, which require MTDB to: develop an annual marketing plan; encourage, assist, and coordinate the tourism activities of local and regional promotional organizations; and spend funds for the assistance and development of tourism and travel industries in the State, MTDB has developed a policy to support financially those political subdivisions that have presented viable marketing plans that are consistent with the State’s annual tourism marketing plan. Section 4-214 further provides that the MTDB “shall set policies for spending money on tourism advertising, written and graphic materials, cooperative and matching promotional programs, and other tourism and travel developmental and promotional activities for the State; spend money of the Fund to plan, advertise, promote, assist, and develop the tourism and travel industries in the State; and beginning in Fiscal Year 2011, provide grants of not less than \$2,500,000 in total each fiscal year to destination marketing organizations for the purpose of attracting visitors to the State.”

C. MTDB has approved the award of funding assistance to Grantee, to be expended by Grantee in accordance with this Agreement and the MTDB FY 2020 Destination Marketing Organization Grant Guidelines, attached hereto and incorporated herein as Exhibit A.

THEREFORE, IN CONSIDERATION of the foregoing and the mutual promises and covenants contained in this Agreement, MTDB and Grantee agree as follows:

1. Grant. MTDB agrees to provide Grantee with funds in an amount not to exceed Two Hundred Seven Thousand One Hundred Fifty Four Dollars (\$207,154.00) (the “Grant” or “Grant Funds”), subject to the availability of funds for such purpose.
 - a) Grant Formula: MTDB has awarded the Grant based on Grantee’s Calendar Year 2018 Qualifying Expenditures, 17.432% growth of CY 2018 Qualifying Expenditures over FY17 expenditures, 1.04% growth of FY 2018 Comptroller-determined lodging tax revenues over the three year average same tax revenues collected in FY 2016 – FY 2018.
 - b) Grant Term: The Agreement is in effect from July 1, 2019 to June 30, 2020.
 - c) Grantee will participate in the annual Tourism Economic Impact Report for the State of Maryland and Maryland’s DMO’s.
2. Purpose. Grantee may use the Grant only for the purposes and in the manner set forth in its 2019 Destination Marketing Organization Marketing Questionnaire, attached hereto and incorporated herein as Exhibit B.
3. Guidelines. Execution of this Agreement by Grantee shall bind Grantee to all terms and conditions set forth in Exhibit A.
4. Disbursement.

a) Allowable Expenditures will be reimbursed at a rate of either 100% or 50% as described in Exhibit A. Any expenditure not explicitly identified in these guidelines is ineligible for reimbursement. OTD shall have the right to review and reject any expenditure deemed in its sole discretion to be ineligible.

b) Grantee must submit all reimbursement requests no later than July 16, 2020. Disbursements of Grant Funds are subject to the continuing availability of funds for such purpose, the State's fiscal position, the Department's financial resources, and compliance with all applicable laws. The Department may, at any time, assess the State's fiscal position and the Department's financial resources and reduce the amount of undisbursed Grant funds. If Grantee is a nonprofit entity under Section 501(c)(3), (4) or (6) of the Internal Revenue Code, the Grant Funds may be applied toward indirect costs in accordance with Section 2-208 of the State Finance and Procurement Article, Annotated Code of Maryland. Grantee shall report any Grant Funds applied to indirect costs in funding requests and financial reports submitted to Commerce.

5. Notices. All notices, requests, and consents made pursuant to this Agreement must be in writing or via email. Any communication is effective when mailed, first-class postage prepaid, as follows:

a) Submit Grant Agreement with Exhibits A, B (completed) and C (when applicable) to:

Liz Fitzsimmons, Executive Director
Maryland Tourism Development Board
Office of Tourism Development
401 E. Pratt Street, 14th Floor
Baltimore, MD 21202

b) Submit all other applicable correspondence, including but not limited to advertising creative approval requests, to:

Ms. Marci Wolff Ross, Assistant Director for Tourism Development
Maryland Office of Tourism Development
401 East Pratt Street, 14th Floor
Baltimore, MD 21202
TEL: 410.767.6286
EMAIL: marci.ross@maryland.gov

c) Submit copies of all other applicable correspondence, including but not limited to advertising creative approval requests and hard copy Reimbursement Request Forms, invoices, ad creative and other required proof of performance to:

Mr. Peter Cento
Maryland Office of Tourism Development
401 East Pratt Street, 14th Floor
Baltimore, MD 21202
TEL: 410.767.6295
EMAIL: peter.cento@maryland.gov

d) Communications to Grantee:

Lisa Challenger
Director
Worcester County Tourism
104 West Market Street
Snow Hill, MD 21863
410-632-3110
lchallenger@co.worcester.md.us

6. Amendment. This Agreement may be amended only by a written instrument executed by both parties.

7. Maryland Law. This Agreement shall be construed, interpreted, and enforced in accordance with the laws of the State of Maryland.

8. Political Contributions.

a) Grantee shall not use any Grant Funds to make contributions: to any persons who hold, or are candidates for, elected office; to any political party, organization, or action committee; or in connection with any political campaign or referendum.

b) If in any fiscal year ending during the term of this Agreement Grantee derives more than 50% of its operating funds from State funding, it shall not contribute any money or thing of value: to any persons who hold, or are candidates for, elected office; to any political party, organization, or action committee; or in connection with any political campaign or referendum.

9. Entire Agreement. This Agreement, together with the Exhibits attached to this Agreement and incorporated by reference, represents the complete and final understanding of the parties. No other understanding or representations, oral or written, regarding the subject matter of this Agreement may be deemed to exist or to bind the parties at the time of execution.

WITNESS/ATTEST:

GRANTEE:

By: _____
(Signature)

By: _____
(Signature)

(Typed Name)

(Printed Name)

(Title)

WITNESS:

MARYLAND TOURISM DEVELOPMENT BOARD:

By: _____

(Printed Name and Title)

Date: _____

Approved for form and legal sufficiency by:

_____, Assistant Attorney General

Attachments: Exhibit A: FY 2020 DMO Grant Guidelines
Exhibit B: 2019 Destination Marketing Organization Marketing Questionnaire
Exhibit C: Application Affidavit, if applicable



MEMORANDUM

6

TO: Harold L. Higgins, Chief Administrative Officer
Kelly Shannahan, Assistant Chief Administrative Officer
FROM: Tom Perlozzo, Director of Recreation and Parks
DATE: June 11, 2019
SUBJECT: FY2019-20 Projects

Enclosed is our project list action items for Recreation and Parks as approved by the Commissioners. Each project is presented with a snap shot of information for the commissioner's review and approval. Each snap shot includes funding, timing, action items and miscellaneous information. These will be more informative as we approach the execution of events. We are requesting the following to move forward in a timely fashion:

1. Permission to bid when/where appropriate for each project as identified. We will work with Kelly Shannahan to determine the best available dates, etc.
2. Permission to continue to pursue grant funding from Land Water Conservation Fund Grant, Recreational Trails Program Grant, Water Ways Improvement Grants and with other state grant options along with private corporate and grant opportunities. Any and all will be redirected to you for final approval.
3. Some elements of the projects do not require bidding, but, will be subject to the financial provisions as adopted.
4. The attached plans are "tentative" and may require modification.
5. Some projects require permitting and may take additional time to complete. We will work with Environmental Programs to guide us through the process. Contractors will also be required as noted to supply the necessary permits.

Projects Included:

- Bishopville Water Front Park - p. 3
- Grey's Creek Nature Park - p. 5
- Newtown Park, fence replacement and potential fishing pier - p. 6
- Northern Worcester Athletic Complex, parking, fence replacement and multi-purpose fields - p. 7
- John Walter Smith Park Field Lighting, Landscaping, etc. - p. 9
- Showell Park - Concessions, Bathroom, etc. - p. 10
- Public Landing - Dredging, finger piers permit renewal, grant application, etc. - p. 11
- WOC Boat Ramp- Electrical and Bulkhead Replacement Engineering - p. 13
- Tractor - Bid for Parks - p. 14

Please let me know if you have any questions. We look forward to enhancing the recreational amenities in the County.

cc: Bill Rodriguez

Project Requirements	Plan &	Permit	Bid	Dev.
	Design	Req.	Req.	Prog.
Bishopville Water Front	X	X	X	X
WOC Electric Upgrade			X	X
Tractor Bid			X	
Greys Creek	X	X	X	X
JWS Field Lights	X		X	X
Newtown Improvements			X	X
NWAC Improvements	X	X	X	X
Public Landing Dredging	X	X	X	X
Showell Concession	X		X	X

Development Program	2019						2020												2022
	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Sep.
Bishopville Water Front																			
WOC Electric Upgrade																			
Tractor Bid																			
Greys Creek																			
JWS Field Fencing																			
Newtown Improvements																			
NWAC Improvements																			
Public Landing Dredging																			
Showell Concession																			

Worcester County Department of Recreation & Parks
Project Checklist

Project Name & Description: Bishopville Water Front Park

Approved Project Budget: \$50,000 P1 In-Kind Available: Yes

Required Bid(s): Yes Date of Bid Request to Commissioners: TBD

Grant Funding Description: POS 90/10 LWCF 50/50 Other

Project Account Number(s): _____

Design Required: Yes Permits Required: Yes - To Be obtained by both County and Contractor

Estimated Start Date: July 2019 Estimated Completion Date: October 2020

Action Items:

- | | |
|---|--|
| 1. <u>Approval of Design/ County Commisioners</u> | 5. <u>Environmental Program Review</u> |
| 2. <u>Permits - DNR, etc.</u> | 6. <u>Bid Prep Package</u> |
| 3. <u>Potential Easement</u> | 7. <u>Approval by County Commissioners</u> |
| 4. <u>State Highway - Intersection</u> | 8. _____ |

Potential Vendor List (s):

- | | |
|--------------------------------|----------|
| 1. <u>Underwood Associates</u> | 5. _____ |
| 2. <u>TBD</u> | 6. _____ |
| 3. _____ | 7. _____ |
| 4. _____ | 8. _____ |

Department(s) Reviewed:

Recreation & Parks, Environmental Programs, Permitting Agencies

Miscellaneous: The existing plan may need to be modified in the event an easement can not be obtained

Potential re-evaluation of property adjacent to park

Worcester County Department of Recreation & Parks
Project Checklist

Project Name & Description: Greys Creek

Approved Project Budget: \$350,000 In-Kind Available: Yes

Required Bid(s): Yes Date of Bid Request to Commissioners: TBD

Grant Funding Description: POS 90/10 LWCF 50/50 Other

Project Account Number(s): _____

Design Required: Yes - Parking Lot Permits Required: Yes

Estimated Start Date: July 2019 Estimated Completion Date: September 2022

Action Items:

- | | |
|--|---|
| 1. <u>Review Permitting Requirements/Env. Programs</u> | 5. <u>Installation of Trail Related Amenities</u> |
| 2. <u>Finalize National Park Service Grant</u> | 6. <u>Funding from Coastal Bays - House</u> |
| 3. <u>Parking Infrastructure Design</u> | 7. <u>Apply -Recreation Trails Program Grant (2020)</u> |
| 4. <u>Development of Upland Trails</u> | 8. _____ |

Potential Vendor List (s):

- | | |
|--|----------------------------|
| 1. <u>Vista Design</u> | 5. <u>Atlantic Designs</u> |
| 2. <u>Environmental Resources Inc.</u> | 6. _____ |
| 3. <u>The Design Group</u> | 7. _____ |
| 4. <u>The Faux Group</u> | 8. _____ |

Department(s) Reviewed:

Miscellaneous: \$188,335 LWCF Grant will be matched with POS funding - 10% required match through in kind services

Worcester County Department of Recreation & Parks
Project Checklist

Project Name & Description: Newtown Park Improvements

Approved Project Budget: \$50,000 P1 In-Kind Available: Yes

Required Bid(s): Yes Date of Bid Request to Commissioners: TBD

Grant Funding Description: POS 90/10 LWCF 50/50 Other

Project Account Number(s): _____

Design Required: Yes - No Permits Required: Yes - No

Estimated Start Date: October 2019 Estimated Completion Date: March 2020

Action Items:

- | | |
|--------------------------------------|--|
| 1. <u>Meet with Fence Contractor</u> | 5. <u>Determine if Fishing Pier to be included</u> |
| 2. <u>Prioritize P1/P2 Scope</u> | 6. <u>Engineer Change Order</u> |
| 3. <u>Develop bid documents</u> | 7. _____ |
| 4. <u>Advise LL and Programs</u> | 8. _____ |

Potential Vendor List (s):

- | | |
|-----------------------------|----------|
| 1. <u>Grasso Fence Inc,</u> | 5. _____ |
| 2. <u>Anderson Fence</u> | 6. _____ |
| 3. <u>McGee Fence</u> | 7. _____ |
| 4. _____ | 8. _____ |

Department(s) Reviewed:

Miscellaneous: Scope may include evaluation of fishing pier and potential LWCF grant application for funding assistance.

Worcester County Department of Recreation & Parks
Project Checklist

Project Name & Description: Northern Worcester Athletic Complex
Two Fields, Irrigation and Parking

Approved Project Budget: \$565,000 P1 In-Kind Available: Yes

Required Bid(s): Yes Date of Bid Request to Commissioners: TBD

Grant Funding Description: POS 90/10 LWCF 50/50 Other

Project Account Number(s): _____

Design Required: Yes Permits Required: Yes

Estimated Start Date: July 2019 Estimated Completion Date: October 2020

Action Items:

- | | |
|--|--|
| 1. <u>Environmental Program Review/Permitting:</u> | 5. <u>Evaluate well capacity</u> |
| 2. <u>Wetlands/Potential Mitigation</u> | 6. <u>Contract Irrigation/Drainage</u> |
| 3. <u>Investigate type of parking materials</u> | 7. <u>Contract earthwork</u> |
| 4. <u>Field Design work completed</u> | 8. <u>Seek Private Donations</u> |

Potential Vendor List (s):

- | | |
|---------------------------------|-----------------------|
| 1. <u>Sand Rayne and Gravel</u> | 5. <u>Sprint Turf</u> |
| 2. <u>Vista Design</u> | 6. _____ |
| 3. <u>Growing Solutions</u> | 7. _____ |
| 4. <u>Astro Turf</u> | 8. _____ |

Department(s) Reviewed:

Miscellaneous: Parking and Irrigation priority #1.

NWAC Improvements

Potential Wetland
Mitigation Areas

All Temporary Fencing
around Multi-Purpose
Fields would be replaced
with Permanent Fencing

Two New 180 x 330
Multi-Purpose Fields
- Sand Base Bermuda
- Irrigated/Drained
- New Well?

Potential Ditch
Clearing/Piping/Covering

Field # 4 - Irrigation and
Bermuda Transition

Pervious Surface
Parking Expansion

Worcester County Department of Recreation & Parks
Project Checklist

Project Name & Description: John Walter Smith Park - Lighting Fencing and Landscape Improvements

Approved Project Budget: \$225,000 In-Kind Available: Yes

Required Bid(s): Yes Date of Bid Request to Commissioners: TBD

Grant Funding Description: POS 90/10 LWCF 50/50 Other

Project Account Number(s): _____

Design Required: Yes - No Permits Required: Yes - Contractor to Obtain Permit

Estimated Start Date: October 2019 Estimated Completion Date: March 2020

Action Items:

- | | |
|--------------------------------------|----------|
| 1. <u>Meet with Fence Contractor</u> | 5. _____ |
| 2. <u>Prioritize Scope</u> | 6. _____ |
| 3. <u>Develop bid documents</u> | 7. _____ |
| 4. <u>Advise LL and Programs</u> | 8. _____ |

Potential Vendor List (s):

- | | |
|-----------------------------|--------------------------|
| 1. <u>Grasso Fence Inc,</u> | 5. <u>SportsLighting</u> |
| 2. <u>Anderson Fence</u> | 6. <u>Hubbel</u> |
| 3. <u>McGee Fence</u> | 7. <u>Qualite</u> |
| 4. <u>Musco</u> | 8. _____ |

Department(s) Reviewed:

Miscellaneous: JWS and Newtown fencing will be combined into one comprehensive bid.

Worcester County Department of Recreation & Parks
Project Checklist

Project Name & Description: Showell Park Concessions, Bathrooms and Pressbox

Approved Project Budget: \$200,000 In-Kind Available: Yes

Required Bid(s): Yes Date of Bid Request to Commissioners: TBD

Grant Funding Description: POS 90/10 LWCF 50/50 Other

Project Account Number(s): _____

Design Required: Yes Permits Required: Yes - To be obtained by Contractor

Estimated Start Date: October 2019 Estimated Completion Date: March 2020

Action Items:

- | | |
|--------------------------------|----------|
| 1. <u>Design Work Contract</u> | 5. _____ |
| 2. <u>Determine location</u> | 6. _____ |
| 3. <u>Bid Document</u> | 7. _____ |
| 4. _____ | 8. _____ |

Potential Vendor List (s):

- | | |
|------------------------------------|----------------------------------|
| 1. <u>Harper & Sons Inc.</u> | 5. <u>Gayle & Associates</u> |
| 2. <u>George, Miles, Buhr LLC.</u> | 6. _____ |
| 3. <u>Mervin Blades & Sons</u> | 7. _____ |
| 4. <u>Vista Design</u> | 8. _____ |

Department(s) Reviewed:

Miscellaneous: TDB

Worcester County Department of Recreation & Parks
Project Checklist

Project Name & Description: Public Landing Dredging Project

Approved Project Budget: Yes In-Kind Available: Yes

Required Bid(s): Yes Date of Bid Request to Commissioners: TBD

Grant Funding Description: POS 90/10 LWCF 50/50 Other

Project Account Number(s): _____

Design Required: Yes Permits Required: Yes - Engineer and Contractor to Assist

Estimated Start Date: December 2019 Estimated Completion Date: May 2020

Action Items:

- | | |
|---|---------------------------------------|
| 1. <u>Determine Materials</u> | 5. <u>Complete Grant applications</u> |
| 2. <u>Get Permitting</u> | 6. _____ |
| 3. <u>Meeting with DNR, MDE and Corp</u> | 7. _____ |
| 4. <u>Get Permitting for Finger Piers</u> | 8. _____ |

Potential Vendor List (s):

- | | |
|----------|----------|
| 1. _____ | 5. _____ |
| 2. _____ | 6. _____ |
| 3. _____ | 7. _____ |
| 4. _____ | 8. _____ |

Department(s) Reviewed:

Miscellaneous: Permission to apply for various grants - LWCF and WWI

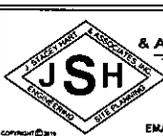


DRAWN BY: J.M. HARRIS	DATE:
	08/20/18
SCALE:	C2



**PUBLIC LANDING BOAT BASIN
 PROPOSED DREDGING**
 COUNTY COMMISSIONERS OF WORCESTER COUNTY
 SNOW HILL
 WORCESTER COUNTY

REVISIONS	
DATE	REVISED FOR:



**J. STACEY HART
 & ASSOCIATES, INC.**
 POST OFFICE BOX 6
 SNOW HILL, MD 21853
 PHONE: 410-390-8090
 FAX: 877-446-4366
 EMAIL: stacey@staceyhart.com

12

Worcester County Department of Recreation & Parks
Project Checklist

Project Name & Description: West Ocean City Electrical Commercial Slip Panel Upgrades

Approved Project Budget: \$35,000 In-Kind Available: Yes/No

Required Bid(s): Yes/No Date of Bid Request to Commissioners: TBD

Grant Funding Description: POS 90/10 LWCF 50/50 Other

Project Account Number(s): _____

Design Required: No Permits Required: Yes - By contractor

Estimated Start Date: July 2019 Estimated Completion Date: May 2020

Action Items:

- | | |
|---|--|
| 1. <u>Prepare Bid Spec's</u> | 5. <u>Notify Commercial Slip Holders</u> |
| 2. <u>Consider Phasing</u> | 6. _____ |
| 3. <u>Notify Kim Reynolds</u> | 7. _____ |
| 4. <u>Prepare Special Event temporary panel</u> | 8. _____ |

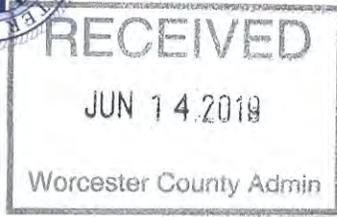
Potential Vendor List (s):

- | | |
|------------------------------------|----------|
| 1. <u>Aerial Crane</u> | 5. _____ |
| 2. <u>Allan Carter Electric</u> | 6. _____ |
| 3. <u>Other Electrical Vendors</u> | 7. _____ |
| 4. _____ | 8. _____ |

Department(s) Reviewed:

Discuss with engineer to determine if any interruption may occur if bulkhead is replaced.

Miscellaneous: _____



MEMORANDUM

TO: Harold L. Higgins, Chief Administrative Officer
Kelly Shannahan, Assistant Chief Administrative Officer
FROM: Tom Perlozzo, Director of Recreation and Parks
DATE: June 14, 2019
SUBJECT: Tractor Purchase- Parks Department

A handwritten signature in blue ink, appearing to be "T. Perlozzo", enclosed in a circular scribble.

Please be advised we would like to bid for a new tractor for the Parks Department. We requested in the FY2019-20 budget a tractor with a minimum 2,000 pound lift capacity.

In addition, a three point hitch capable of accepting attachments for the management of our turf grass is needed. This tractor will replace our old tractor within the Parks Department.

This item is included with the June 18th County Commissioner request for bidding. Please let me know if there's any questions.



RECEIVED
JUN 07 2019
Worcester County Admin

MEMORANDUM

7

TO: Harold L. Higgins, Chief Administrative Officer
Kelly Shannahan, Assistant Chief Administrative Officer
Maureen Howarth, County Attorney
FROM: Tom Perlozzo, Director of Recreation and Parks
DATE: June 7, 2019
SUBJECT: Public Landing Dredging

Please be advised that the Department of Natural Resources has officially awarded Worcester County Recreation and Parks \$200,000 for the dredging of Public Landing.

I am requesting permission for Commission President Diana Purnell to authorize and sign the enclosed documents to begin the planning process. A meeting has been set with our engineer Stacey Hart and the DNR on June 26th at the Recreation Center. We did anticipate this award and it's reflected within the FY2019-2020 approved allocation. In addition, I am requesting permission to pursue the final grant phase with a Land and Water Conservation Grant for finger piers.

Please feel free to contact me with any questions. I look forward to your review.

1a



Larry Hogan, Governor
Boyd Rutherford, Lt. Governor
Jeannie Haddaway-Riccio, Secretary

June 4, 2019

Mr. Tom Perlozzo, Director
Worcester County Recreation & Parks
6030 Public Landing Road
Snow Hill, MD 21863

Re: DG-2304M-20, Public Landing Dredging, \$200,000

Dear Mr. Perlozzo:

It is with great pleasure to inform you that the Fiscal Year 2020 budget request to provide the attached/above Waterway Improvement Fund (WIF) grant to your jurisdiction has been approved. The approved project funds will become available on July 1, 2019.

Please find the attached grant agreement for your FY20 WIF project with the terms and conditions associated with the award. Please review and return two signed copies with original signatures to Sandi Pepe, Project Administrator, as identified in the attached grant agreement. If there are any corrections or clarifications required to the grant agreement or the terms and conditions, please contact Ms. Pepe at sandi.pepe@maryland.gov.

I want to personally thank you and your staff for your support to make these grants possible. Through these grants and partnerships like ours, we are improving the quality of life of our citizens and visitors through dredging and the development of safe access sites, while expanding opportunities for the public to appreciate all that the Chesapeake Bay, coastal bays and their tributaries have to offer.

Sincerely,

Matthew Fleming, Director
Chesapeake and Coastal Service

Attachment

Cc: Sandi Pepe, Project Administrator

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

GRANT #: DG-2304M-20

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

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

and

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

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

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

WHEREAS, the Grantee has applied to the Department for grant assistance funding for the dredging of the entrance channel to Public Landing; and

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

NOW, THEREFORE, in consideration for the receipt of a Grant for the Fiscal Year 2020, in the amount of two hundred thousand and zero cents (\$200,000.00).

The Grantee agrees to the following provisions:

1. **Term:** This Grant Agreement shall become effective on 7/1/2019 and shall expire on 6/30/22.

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

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

Tom Perlozzo
Phone: 410-632-2144 Email: tperlozzo@co.worcester.md.us

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

Sandi Pepe
Phone: 410-260-8466 and Email: sandi.pepe@maryland.gov

Tom Perlozzo
Phone: 410-632-2144 Email: tperlozzo@co.worcester.md.us

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

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

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

6. **Project Management:** The design, construction, and management of the project will be by or under the supervision of the Grantee in accordance with the latest edition of the Waterway Improvement Fund Grants Manual incorporated by reference into this Grant Agreement. Plans and specifications, including all contract documents and any subsequent changes, must be completed by a Maryland Registered Professional Engineer unless approved otherwise in advance by the Department Contact. All plans, specifications and proposed changes must be submitted for review and approval by the Department Contact. All necessary Federal, State and local permits and approvals must be secured by Grantee prior to start of construction.

7. **Request for Bids:** The Grantee shall publicly advertise the project for bids or use another procurement method approved in advance by the Department Contact. Proposals will be received and compiled by the Grantee. The Department reserves the right to have a representative present at the bid opening.

a. Project contracts with a value of \$500,000 or more which the State provides 50% or more of the funding shall be advertised as prevailing wage contracts (COMAR 21.11:11).

b. The Grantee will prepare a tabulation of bids and/or other method of procurement and submit same for approval to the Department with comments and recommendations prior to the award of any contract.

8. **Publication:** The Grantee shall post signs about the project, in a prominent location, identifying the project as a "Public Facility" and shall place a permanent sign, approved by the Department, acknowledging funding by the Waterway Improvement Fund. All press releases and grant related events shall be coordinated with DNR, Center for Waterway Improvement and Infrastructure.

9. **Fee Approval:** If a fee is to be charged for use of the facility, the Grantee shall obtain prior approval from the Department.

10. **Facility Access:** All Maryland registered boaters shall have equal access to State funded boating facilities. Any project funded in whole or in part with Waterway Improvement Fund Grants must remain available and open for use by the general boating public. The Department shall approve changes in use of a project before it is removed from public access and use, such as through sale, donation, or commercial use of the facility. If approved by the Department, the Grantee must replace the project with a facility open to the general boating public with equal value at the nearest approved location at no cost to the Department. The Grantee may be required to repay the Department for the current value of the project in proportion to the total cost of the project paid by the State. The Department may require two independent appraisals to determine the amount to be reimbursed to the Waterway Improvement Fund.

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

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

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

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

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

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

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

16. Remedies Upon Default:

- a. Upon the occurrence of any default, the Department may require the defaulting party to:
 - (i) repay the Grant, in whole or in part;
 - (ii) recoup the amount of the Grant already paid from funds due the Grantee from any other current or future State grant or loan or any other funds, otherwise due and owing Grantee;
 - (iii) withhold further payments under this Grant Agreement; or
 - (iv) terminate this Grant Agreement.

- b. In addition to the rights and remedies obtained in this Grant Agreement, the State may at any time proceed to protect and enforce all rights available to it. All rights and remedies survive the termination of this Grant Agreement.

17. Termination:

- a. The Department may terminate this Grant Agreement for any reason in accordance with this clause in whole, or from time to time in part, whenever the Department shall determine that such termination is in the best interest of the Department. The Department will pay all reasonable costs associated with this Grant Agreement that the Grantee has incurred up to the date of termination and all reasonable costs associated with termination of the Grant Agreement. However, the Grantee shall not be reimbursed for any anticipatory profits or other costs that have not been earned up to the date of termination.

- b. The Parties may mutually agree to terminate this Grant Agreement without cause. Termination of the Grant Agreement will not release the party(ies) from any prior commitments, obligations, or transactions, occurring prior to the effective date of termination or any non-cancellable obligations that may extend beyond the termination dates.

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

19. Appropriations: If the Federal and/or State government fail to appropriate funds or if funds are not otherwise made available for continued performance for any period of this Grant Agreement, this Grant Agreement must be cancelled automatically as of the beginning of the

period for which funds were not appropriated or otherwise made available. The Grantee may not recover anticipatory profits or costs incurred after termination.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Signatory for the Grantee:

Worcester County

GRANTEE WITNESS

Diana W. Purnell, President
Worcester County Commissioners

State of Maryland
Department of Natural Resources

DEPARTMENT WITNESS

Matthew J. Fleming, Unit Director
Chesapeake & Coastal Service

Approved as to form and legal sufficiency
May 2018
Office of the Attorney General, Department of Natural Resources

GRANT #: DG-2304M-20

ATTACHMENT A

SCOPE OF WORK

PROJECT TITLE: Public Landing Dredging

DESCRIPTION: Worcester County will dredge approximately 2000 cubic yards from the entrance channel to Public Landing.

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

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

TIME FRAME

DUE DATE

FY 2020

July 1, 2019 – September 30, 2019
October 1, 2019 – December 31, 2019
January 1, 2020 – March 31, 2020
April 1, 2020 – June 30, 2020

October 15, 2019
January 15, 2020
April 15, 2020
July 15, 2020

FY 2021

July 1, 2020 – September 30, 2020
October 1, 2020 – December 31, 2020
January 1, 2021 – March 31, 2021
April 1, 2021 – June 30, 2021

October 15, 2020
January 15, 2021
April 15, 2021
July 15, 2021

FY 2022

July 1, 2021 – September 30, 2021
October 1, 2021 – December 31, 2021
January 1, 2022 – March 31, 2022
April 1, 2022 – June 30, 2022

October 15, 2021
January 15, 2022
April 15, 2022
June 30, 2022

Center for Waterway Improvement and Infrastructure Request for Reimbursement

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

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

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

Project Title: _____

Make Check Payable to: _____ **Federal ID #** _____

Address: _____

Project Coordinator: _____ **Title:** _____

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

1. Cost Summary:

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

Total:	
State % Approved:	
Total Reimbursement Requested:	\$ _____

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

X

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

THIS PAGE FOR STATE USE ONLY

Shaded areas for state use:

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

This payment: \$ _____

Project's Balance: \$ _____

Final Payment directions:

Check if applicable:

Yes, this payment is a final payment.

Yes, remaining funds may be reverted.

Please Transfer remaining funds to Project #:

Signatures:

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

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

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

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

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



The Board of Education of Worcester County

6270 Worcester Highway
Newark, Maryland 21841
www.worcesterk12.org
Telephone: (410) 632-5000
Fax: (410) 632-0364

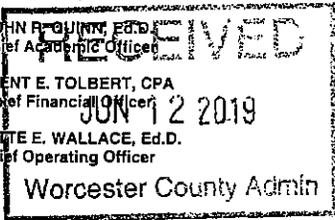
LOUIS H. TAYLOR
Superintendent of Schools

H. STEPHEN PRICE
Chief Safety Officer

JOHN B. QUINN, Ed.D.
Chief Academic Officer

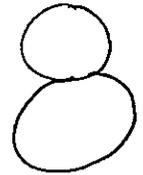
VINCENT E. TOLBERT, CPA
Chief Financial Officer

ANNETTE E. WALLACE, Ed.D.
Chief Operating Officer



- Board Members
- WILLIAM L. GORDY
President
 - ERIC W. CROPPER, SR.
Vice-President
 - BARRY O. BRITTINGHAM, SR.
 - WILLIAM E. BUCHANAN
 - TODD A. FERRANTE
 - ELENA J. MCCOMAS
 - SARA D. THOMPSON

June 10, 2019



Mr. Harold Higgins
Office of the County Commissioners
Worcester County Government Center
One West Market Street, Room 1103
Snow Hill, MD 21863

Dear Mr. Higgins:

Enclosed please find the proposed County Appropriation Transmittal Schedule for Fiscal Year 2020. This schedule follows the same plan as used in past years, which takes into consideration the months that state aid is received to balance the cash flow needs from the county. I have adjusted the schedule on March 13th and June 12th to account for the increased funding for OPEB. This was the methodology Phil Thompson and I agreed to for the FY 20 schedule.

Please contact me should there be any questions or concerns with this schedule.

Sincerely,

Vincent E. Tolbert, CPA
Chief Financial Officer



BOARD OF EDUCATION OF WORCESTER COUNTY
COUNTY APPROPRIATION TRANSMITTAL SCHEDULE

FISCAL YEAR 2020

MONTH	REQUISITION NUMBER	AMOUNT	DATE FUNDS TRANSMITTED
July	1	\$2,950,984	Monday, July 15, 2019
	2	2,950,984	Tuesday, July 30, 2019
August	3	2,850,766	Thursday, August 15, 2019
	4	2,850,766	Thursday, August 29, 2019
September	5	4,501,603	Friday, September 13, 2019
	6	4,501,603	Friday, September 27, 2019
October	7	4,501,603	Tuesday, October 15, 2019
	8	4,501,603	Wednesday, October 30, 2019
November	9	4,501,603	Friday, November 15, 2019
	10	4,501,603	Tuesday, November 26, 2019
December	11	3,150,766	Wednesday, December 11, 2019
	12	2,850,766	Friday, December 20, 2019
January	13	4,501,603	Friday, January 10, 2020
	14	4,501,603	Thursday, January 30, 2020
February	15	2,850,766	Friday, February 14, 2020
	16	2,850,766	Friday, February 28, 2020
March	17	5,751,603	Friday, March 13, 2020
	18	4,501,603	Friday, March 27, 2020
April	19	2,850,766	Wednesday, April 15, 2020
	20	2,850,766	Thursday, April 30, 2020
May	21	4,501,603	Friday, May 15, 2020
	22	4,501,603	Friday, May 29, 2020
June	23	4,100,766	Friday, June 12, 2020
	24	2,650,324	Tuesday, June 30, 2020
TOTAL REQUISITIONS		\$91,028,422	
Appropriations:		\$90,728,422	Unrestricted
		200,000	Technology
		100,000	Capital Outlay
		\$91,028,422	

Approval _____



The Board of Education of Worcester County

6270 Worcester Highway
Newark, Maryland 21841
www.worcesterk12.org
Telephone: (410) 632-5000
Fax: (410) 632-0364

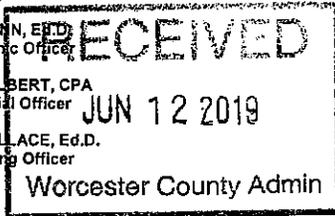
LOUIS H. TAYLOR
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TODD A. FERRANTE
ELENA J. MCCOMAS
SARA D. THOMPSON

June 7, 2019

9

Mr. Harold Higgins
Chief Administrative Officer
Office of the County Commissioners
Worcester County Government Center
One W. Market Street, Room 1103
Snow Hill, MD 21863-1195

Dear Mr. Higgins:

Attached is the Annual Budget Certification Statement, which the Board of Education must submit to the Maryland State Board of Education, detailing County funds appropriated for FY 2020. Since the state report utilizes a different format than our local budget, I have listed below the amounts approved by the County Commissioners that agrees to the total on this report.

Current Expense

Appropriation for Board of Education	\$90,728,422
Technology Program - Recurring	200,000
Technology Program - Non - Recurring	-0-
School Building Improvements	100,000
Total Current Expense	\$91,028,422

School Construction \$ 853,055

Debt Service \$11,763,756

Please have this form signed by Mrs. Purnell and return to me at your earliest convenience. Should you have any questions, please give me a call.

Sincerely,

Vincent E. Tolbert, CPA
Chief Financial Officer



WORCESTER

(Local Unit)

ANNUAL BUDGET

for the Fiscal Year Ending June 30, 2020

Authorized under §5-101, §5-102, and §5-111 of Education Article of the Annotated Code of Maryland

Refer to the Financial Reporting Manual for Maryland Public Schools, Revised 2014 for definitions of accounts to be reported on this budget.

CERTIFICATION STATEMENT

To the Board of County Commissioners or the County/City Council: In accordance with the requirements of the Acts of the General Assembly, and the rules and regulations of the State Board of Education, and on and with the advice of the State Superintendent of Schools, the Board of Education herewith submits the itemized school budget, showing the financial needs and estimated federal, state, local, and other revenue sources of the County/City for Current Expenses, School Construction, and Debt Service.

Agreeably, thereto you are hereby requested to provide from County/City sources the following appropriation, respectively:

Table with 2 columns: Description and Amount. Rows include Current Expense - Recurring Local Appropriation (\$91,028,422), Current Expense - Nonrecurring Local Appropriation (\$-0-), Total Local Appropriation (\$91,028,422), School Construction (\$853,055), Debt Service (\$11,763,756), and Duly submitted by: (Date: 6/7/19).

William Z. Hardy, President

Louis J. Taylor, Secretary

The above appropriations from County/City sources have been approved.

Signature of President or Chair of the County/City Council or County Commissioners

Preparer: Vincent E. Tolbert, CFO

Telephone: 410-632-5062

Date: 6/7/19



The Board of Education of Worcester County

6270 Worcester Highway
Newark, Maryland 21841
www.worcesterk12.org
Telephone: (410) 632-5000
Fax: (410) 632-0364

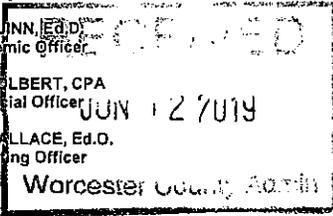
LOUIS H. TAYLOR
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Chief Financial Officer

ANNETTE E. WALLACE, Ed.D.
Chief Operating Officer



Board Members

WILLIAM L. GORDY
President

ERIC W. CROPPER, SR.
Vice-President

BARRY Q. BRITTINGHAM, SR.

WILLIAM E. BUCHANAN

TODD A. FERRANTE

ELENA J. MCCOMAS

SARA D. THOMPSON

June 7, 2019

10

Mr. Harold Higgins
Chief Administrative Officer
Office of the County Commissioners
Worcester County Government Center
One W. Market Street, Room 1103
Snow Hill, MD 21863-1195

Dear Mr. Higgins:

Included in SB1030 – The Blueprint for Maryland's Future - is funding for the teacher salary incentive grant program. The portion of this grant allocated to Worcester County Public Schools is \$165,478. This funding is to be utilized to increase teacher salaries, specifically starting teacher salaries. Our Board and the Worcester County Teachers Association have agreed to increase steps 1-5 on the teacher salary scales by \$800 and steps 6-10 by \$650. This is subject to final State approval of our application. The application certification statement requires the signature of the President of the County Commissioners.

Please have the attached form signed by Mrs. Purnell and return to me at your earliest convenience. Should you have any questions, please give me a call.

Sincerely,

Vincent E. Tolbert, CPA
Chief Financial Officer



**CERTIFICATION STATEMENT- WORCESTER
TEACHER SALARY INCENTIVE GRANT PROGRAM
FOR FISCAL YEAR 2020**

Pursuant to Section 4 of SB1030 - Blueprint for Maryland's Future, local applications for Teacher Salary Incentive:

(d) (1) On or before June 30, 2019, and on or before June 30, 2020, a county board, including the Baltimore City Board of School Commissioners, may submit an application to the State Department of Education to receive a State grant for the immediately following fiscal year as specified in subsection (f) of this section.

(2) (i) The application shall include:

1. The estimated teacher salary base for the county board for the current fiscal year;

Teacher Salary Base - FY 2019 48,792,859

2. Except as provided in subparagraph (ii) of this paragraph, the negotiated salary increase for teachers for the current and next fiscal year, expressed in total dollar amounts and as a percentage, broken out between cost-of-living adjustment, steps or increments, interval movements, pathway movements, and other increases;

3. Documentation that a total salary increase for teachers of at least 3% over the current fiscal year was negotiated and funded in fiscal year 2020;

4. The proposed additional salary increase for teachers, expressed in dollar amounts and as a percentage, broken out between cost-of-living adjustment, steps or increments, interval movements, pathway movements, and other increases, if the State grant amount specified in subsection (f) of this section is received;

Worcester	FY 2019 (Est)		FY 2020		Additional Salary Increase	
	Dollar Amt	Pct	Dollar Amt	Pct	Dollar Amt	Pct
Cost-of-Living Adjustment	466,372	1.00%	976,027	2.00%		0.00%
Steps or Increments	787,286	1.69%	784,887	1.61%	165,478	0.34%
Interval Movements*				0.00%		0.00%
Pathway Movements*				0.00%		0.00%
Other Increases (list individually)						
				0.00%		0.00%
				0.00%		0.00%
Totals **	1,253,658	2.69%	1,760,914	3.61%	165,478	0.34%

* (ii) For a school system that has a personnel system with interval movements and pathway movements for teachers, the application shall include the planned and funded salary increases for the current and next fiscal years.

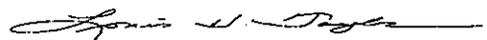
** FY 2020 Percent Total must be at least 3% above FY 2019 Teacher Salary Base;
Proposed Additional Salary Increase must match State Grant Award amount for the jurisdiction.

5. Any other information necessary to determine eligibility

Provide any additional information as attachments to this form:

Worcester is adding \$800 to each of our teacher salary steps 1-5 and \$650 to each of our teacher salary steps 6-10. Distributing the teacher salary incentive funding on steps 1-5 only, would not have allowed us to maintain the integrity of our scale. However, we did follow the intent of the grant by placing the larger increases on steps 1-5. A copy of our FY20 teacher salary scale is attached.

In accordance with the above requirements of SB1030, I hereby certify that the above information is correct and that a teacher salary increase of at least 3% over fiscal year 2019 has been negotiated and funded for the Board of Education for the fiscal year beginning July 1, 2019.



Superintendent of Schools

6/12/2019

Date

County Commissioner / County Executive

Date

This Certification is to be submitted to the Maryland State Department of Education no later than June 30, 2019

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



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

COMMISSIONERS
DIANA PURNELL, PRESIDENT
JOSEPH M. MITRECIC, VICE PRESIDENT
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JOSHUA C. NORDSTROM

OFFICE OF THE
COUNTY COMMISSIONERS

Worcester County

GOVERNMENT CENTER
ONE WEST MARKET STREET • ROOM 1103

SNOW HILL, MARYLAND

21863-1195

June 14, 2019

TO: Worcester County Commissioners
FROM: Harold L. Higgins, Chief Administrative Officer *HH*
SUBJECT: Transfer of County Engineer to County Administration

It has come to my attention that the transfer of County Engineer Bill Bradshaw from Development Review & Permitting (DRP) to County Administration may not have been specifically discussed or approved at your May 14, 2019 Budget Work Session. I have reviewed both the budget package as well as the County video and cannot find documentation that either approves or denies the transfer. I have attached a copy of my comments supporting this transfer as discussed at your Budget Review Session on April 9, 2019. As you will recall this transfer is budget neutral given that the County Engineer's salary is not changing and the position is simply moving from Development Review & Permitting to County Administration. Your approved budget reflects this transfer. Please confirm your approval.

If you should have any questions or concerns regarding this matter, please feel free to contact me.

Introduction:

County Administration exercises overall administration of County operations at the direction of the seven County Commissioners. Several years ago, the County Engineer was reassigned to the Department of Review and Planning due to the great recession. His workload and responsibility was then split between County projects and permit review. It is my recommendation for FY20 that the County Engineer workload needs again to be reevaluated and his focus and responsibility should be directed to County projects and he should be reassigned and report to the Chief Administrative Officer. At present we have the following County projects that require his attention:

- Building HVAC automation system controls
- Building controls and locking system
- Courthouse H VAC replacement
- Government Center (ventilation and building repairs)
- Sheriff's Evidence room
- Isle of Wight building improvements
- Jail – major renovations and repairs
- Ocean Pines Library Improvements
- Parking Lot improvements
- Pearl Street Building repairs
- Pocomoke Health Department building upgrades
- Pocomoke Library Building Improvements

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SNOW HILL, MARYLAND

21863-1195

To: Worcester County Commissioners
From: Harold L. Higgins, Chief Administrative Officer
Date: June 7, 2019
RE: Wor Wic Community College Spending Authority Request – FY20

Attached for your review is the Wor Wic Community College Expenditure Budget by Function totaling \$27,796,872 for FY2020. Dr. Hoy is seeking your approval of these expenditure categories as required by law. Based upon Wor-Wic Community College's approved operating budget of \$27,796,872 as presented, Worcester County's local share of funding totals \$2,333,092 as approved in the County Operating Budget on June 4, 2019.

H:\Budget 19_20\Wor Wic Spending Authority.docx

**RESOLUTION ADOPTING THE WOR-WIC COMMUNITY COLLEGE
EXPENDITURE BUDGET FOR FISCAL YEAR 2020**

WHEREAS, the County Commissioners of Worcester County, Maryland adopted the Fiscal Year 2020 Operating Budget on June 4, 2019, and deem it necessary to pass a Resolution to approve the Expenditure Budget for Wor-Wic Community College; and

WHEREAS, Section 16-301 of the Education Article of the Annotated Code of Maryland provides that each year, the Board of Trustees and the President of each Community College shall prepare and submit to the County governing body an operating budget, capital budget and long-term capital improvement plan; and

WHEREAS, Section 16-301 further provides that the County governing body shall review and approve the budget of the Community College and may reduce it; and

WHEREAS, Section 16-304 of the Education Article provides that the County governing body shall make appropriations by major functions; and

WHEREAS, the Board of Trustees and the President of Wor-Wic Community College have submitted the "Wor-Wic Community College Expenditure by Function FY 2020", attached as Exhibit "A", for approval by the County governing body.

NOW, THEREFORE, BE IT RESOLVED by the County Commissioners of Worcester County, Maryland, that the Wor-Wic Community College Expenditure Budget by Function FY 2020, attached hereto as Exhibit A, is hereby approved.

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

PASSED AND ADOPTED this ____ day of _____, 2019.

ATTEST:

COUNTY COMMISSIONERS OF
WORCESTER COUNTY, MARYLAND

Harold L. Higgins
Chief Administrative Officer

Diana Purnell, President

Joseph M. Mitrecic, Vice President

Anthony W. Bertino, Jr.

Madison J. Bunting, Jr.

James C. Church

Theodore J. Elder

Joshua C. Nordstrom

Exhibit "A"

WOR-WIC COMMUNITY COLLEGE
EXPENDITURE BUDGET BY FUNCTION
FY 2020

	<u>AMOUNT</u>
<u>INSTRUCTION</u> This category includes expenditures for all activities that are part of the institution's instructional program, including credit and continuing education courses.	\$10,061,145
<u>INSTITUTIONAL SUPPORT</u> This category includes expenditures for administrative office activities including fiscal operations, information technology, institutional research, publications and resource development.	\$ 6,031,834
<u>ACADEMIC SUPPORT</u> This category includes expenditures for library services, academic administration and support services for instruction.	\$ 5,141,238
<u>PLANT</u> This category includes expenditures for the operation and maintenance of the physical plant and public safety.	\$ 3,863,263
<u>STUDENT SERVICES</u> This category includes expenditures for the offices of admissions, financial aid, registrar, counseling, recruitment, retention, student engagement and the vice president for enrollment management and student services.	\$ 2,445,392
<u>SCHOLARSHIPS</u> This category includes expenditures for scholarships and tuition waivers.	<u>\$ 254,000</u>
TOTAL OPERATING BUDGET	<u>\$ 27,796,872</u>
<u>MAINTENANCE AND REPAIR</u>	<u>\$ 185,000</u>

Note: County budget approval is by major function. Maintenance and repair is considered a major function.

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Worcester County

GOVERNMENT CENTER
ONE WEST MARKET STREET • ROOM 1103

SNOW HILL, MARYLAND

21863-1195

June 12, 2019

TO: Worcester County Commissioners
FROM: Kelly Shannahan, Assistant Chief Administrative Officer *KS*
SUBJECT: Draft Enterprise Fund Budget Adoption Resolution
Water and Wastewater Enterprise Fund - FY20

Attached for your review and approval is a draft copy of the resolution adopting sanitary service area budgets, assessments and charges and establishing classifications for July 1, 2019 through June 30, 2020 (FY20) as conceptually approved following your public hearing on June 4, 2019.

If you should have any questions or concerns regarding this matter, please feel free to contact me.

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**RESOLUTION ADOPTING SANITARY SERVICE AREA
BUDGETS, ASSESSMENTS AND CHARGES AND ESTABLISHING
CLASSIFICATIONS FOR JULY 1, 2019 THROUGH JUNE 30, 2020**

WHEREAS, pursuant to Section 5-310 of the Public Works Article of the Code of Public Local Laws of Worcester County, Maryland, the County Commissioners of Worcester County do hereby adopt the following Sanitary Service Area budgets, assessments and charges and make the following classifications for the purpose of such budgets and assessments for the year July 1, 2019 through June 30, 2020.

I. IT IS HEREBY RESOLVED by the County Commissioners of Worcester County, Maryland that the following budgets, charges and assessments are adopted and the following classifications made:

A. ASSATEAGUE POINTE

1. The budget attached hereto and appropriately labeled is hereby adopted; and
2. User rates are established at \$90.00 per park trailer quarterly which includes water and sewer service.
3. User rates are established at \$140.50 per equivalent dwelling unit (hereinafter referred to as EDU) quarterly for sewer service only.
4. Grinder pump surcharge - \$15.00 per lot
5. Snug Harbor assessment for debt service is hereby established at \$162.50 per EDU quarterly.

B. BRIDDLINGTON

1. The budget attached hereto and appropriately labeled is hereby adopted; and
2. Quarterly Domestic user rates are hereby established at \$66.00 per EDU which includes water service only.
3. Quarterly Commercial user rates are hereby established as follows:
 - a. Commercial minimum water:
 - (1) 1 EDU - \$53.00
 - (2) 2 EDUs - \$73.50
 - (3) 3 to 13 EDUs - \$147.25
 - (4) 14 to 24 EDUs - \$220.75
 - (5) 25 to 39 EDUs - \$294.25
 - (6) 40 or more EDUs - \$441.50
 - b. Additional commercial water charges based on usage as follows:
 - (1) \$9.19 per 1,000 gallons
4. Swimming pool charge - \$27.00 quarterly.
5. Irrigation system charge - \$60.00 quarterly.

C. EDGEWATER ACRES

1. The budget attached hereto and appropriately labeled is hereby adopted; and
2. Quarterly user rates are hereby set as follows:
 - a. Domestic minimum water & sewer \$160.00
 - b. Additional water charges based on usage as follows:
 - (1) \$8.00 per 1,000 gallons up to 10,000 gallons, and
 - (2) \$9.00 per 1,000 gallons over 10,000 gallons up to 35,000 gallons, and
 - (3) \$10.00 per 1,000 gallons over 35,000 gallons up to 45,000 gallons, and
 - (4) \$15.00 per 1,000 gallons over 45,000 gallons.
 - c. Domestic water only (not metered) \$98.00
 - d. Domestic sewer only (not metered) \$140.00

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3. Sewer accessibility charges are hereby established for properties not paying user charges as follows:
 - a. \$25.00 per quarter per unit based upon platted lot or existing unit or for which site plan approval has been granted by the Planning Commission.
4. The standard quarterly assessment for Sussex County debt service is hereby established at \$0.02 per linear front foot per quarter as established in the Worcester County Sanitary District Assessment records.

D. THE LANDINGS

1. The budget attached hereto and appropriately labeled is hereby adopted; and
2. Quarterly Domestic user rates are hereby established as follows:
 - a. Domestic minimum water & sewer \$240.00
 - b. Additional domestic water and sewer charges based on usage as follows:
 - (1) \$1.60 per 1,000 gallons up to 10,000 gallons, and
 - (2) \$3.50 per 1,000 gallons over 10,000 gallons up to 25,000 gallons, and
 - (3) \$6.00 per 1,000 gallons over 25,000 gallons up to 35,000 gallons, and
 - (4) \$9.00 per 1,000 gallons over 35,000 gallons up to 45,000 gallons, and
 - (5) \$15.00 per 1,000 gallons over 45,000 gallons.
2. Quarterly Commercial user rates are hereby established as follows:
 - a. Commercial water & sewer base and usage rates as follows:
 - (1) 1 EDU - \$275.00
 - a. \$4.00 per 1,000 gallons up to 10,000 gallons, and
 - b. \$6.00 per 1,000 gallons over 10,000 gallons up to 27,000 gallons, and
 - c. \$10.00 per 1,000 gallons over 27,000 gallons.
 - (2) 2 EDUs - \$360.00
 - a. \$4.00 per 1,000 gallons up to 10,000 gallons, and
 - b. \$6.00 per 1,000 gallons over 10,000 gallons up to 54,000 gallons, and
 - c. \$10.00 per 1,000 gallons over 54,000 gallons.
 - (3) 3 to 13 EDUs - \$770.00
 - a. \$4.00 per 1,000 gallons up to 10,000 gallons, and
 - b. \$6.00 per 1,000 gallons over 10,000 gallons up to 351,000 gallons, and
 - c. \$10.00 per 1,000 gallons over 351,000 gallons.
 - (4) 14 to 24 EDUs - \$1,150.00
 - a. \$4.00 per 1,000 gallons up to 10,000 gallons, and
 - b. \$6.00 per 1,000 gallons over 10,000 gallons up to 648,000 gallons, and
 - c. \$10.00 per 1,000 gallons over 648,000 gallons.
 - (5) 25 to 39 EDUs - \$1,530.00
 - a. \$4.00 per 1,000 gallons up to 10,000 gallons, and
 - b. \$6.00 per 1,000 gallons over 10,000 gallons up to 1,053,000 gallons, and
 - c. \$10.00 per 1,000 gallons over 1,053,000 gallons.
 - (6) 40 or more EDUs - \$2,300.00
 - a. \$4.00 per 1,000 gallons up to 10,000 gallons, and
 - b. \$6.00 per 1,000 gallons over 10,000 gallons up to 1,250,000 gallons, and
 - c. \$10.00 per 1,000 gallons over 1,250,000 gallons.
 - b. Commercial water only service shall be billed at 25% of the above rates as established in 3a and 3b.
3. Unimproved Lots - Quarterly Accessibility charge \$230.00 per EDU (Not yet connected).
4. Lewis Road domestic water minimum set at \$37.00 per quarter.

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E. LIGHTHOUSE SOUND

1. The budget attached hereto and appropriately labeled is hereby adopted; and
2. Quarterly user rates are hereby established as follows:
 - a. Improved Lots - Quarterly sewer service only charge \$215.00 per EDU.
 - b. Unimproved Lots - Quarterly accessibility charge \$100.00 per EDU (Not yet connected).

F. MYSTIC HARBOUR

1. The budget attached hereto and appropriately labeled is hereby adopted; and
2. Quarterly Domestic user rates are hereby established as follows:
 - a. Domestic minimum water & sewer \$173.00
 - b. Additional domestic water and sewer charges based on usage as follows:
 - (1) \$1.60 per 1,000 gallons up to 10,000 gallons, and
 - (2) \$3.50 per 1,000 gallons over 10,000 gallons up to 25,000 gallons, and
 - (3) \$6.00 per 1,000 gallons over 25,000 gallons up to 35,000 gallons, and
 - (4) \$9.00 per 1,000 gallons over 35,000 gallons up to 45,000 gallons, and
 - (5) \$15.00 per 1,000 gallons over 45,000 gallons.
 - c. Domestic water only service (metered) shall be billed at 25% of the above rates as established in 2a and 2b.
 - d. Flat rate domestic sewer only service \$172.00
3. Quarterly Commercial user rates are hereby established as follows:
 - a. Commercial water & sewer base and usage rates as follows:
 - (1) 1 EDU - \$212.00
 - a. \$4.00 per 1,000 gallons up to 10,000 gallons, and
 - b. \$6.00 per 1,000 gallons over 10,000 gallons up to 27,000 gallons, and
 - c. \$10.00 per 1,000 gallons over 27,000 gallons.
 - (2) 2 EDUs - \$294.00
 - a. \$4.00 per 1,000 gallons up to 10,000 gallons, and
 - b. \$6.00 per 1,000 gallons over 10,000 gallons up to 54,000 gallons, and
 - c. \$10.00 per 1,000 gallons over 54,000 gallons.
 - (3) 3 to 13 EDUs - \$589.00
 - a. \$4.00 per 1,000 gallons up to 10,000 gallons, and
 - b. \$6.00 per 1,000 gallons over 10,000 gallons up to 351,000 gallons, and
 - c. \$10.00 per 1,000 gallons over 351,000 gallons.
 - (4) 14 to 24 EDUs - \$883.00
 - a. \$4.00 per 1,000 gallons up to 10,000 gallons, and
 - b. \$6.00 per 1,000 gallons over 10,000 gallons up to 648,000 gallons, and
 - c. \$10.00 per 1,000 gallons over 648,000 gallons.
 - (5) 25 to 39 EDUs - \$1,177.00
 - a. \$4.00 per 1,000 gallons up to 10,000 gallons, and
 - b. \$6.00 per 1,000 gallons over 10,000 gallons up to 1,053,000 gallons, and
 - c. \$10.00 per 1,000 gallons over 1,053,000 gallons.
 - (6) 40 or more EDUs - \$1,766.00
 - a. \$4.00 per 1,000 gallons up to 10,000 gallons, and
 - b. \$6.00 per 1,000 gallons over 10,000 gallons up to 1,250,000 gallons, and
 - c. \$10.00 per 1,000 gallons over 1,250,000 gallons.
 - b. Commercial water only service shall be billed at 25% of the above rates as established in 3a and 3b.
4. Bulk water (metered) \$5.00 per thousand gallons
5. Unimproved Lots - Quarterly Accessibility charge \$150.00 per EDU (Not yet connected).
6. Oyster Harbor - Standard assessments for debt service are hereby established at \$54.00 per EDU quarterly.

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7. Mystic Harbour sewer assessment for debt service is hereby established at \$66.00 per EDU quarterly.

G. NEWARK

1. The budget attached hereto and appropriately labeled is hereby adopted; and
2. Quarterly user rates are hereby established as follows:
 - a. Domestic minimum water \$108.00
 - b. Domestic minimum sewer \$108.00
 - c. Domestic water \$3.50 per 1,000 gallons over 3,000 gallons based on usage
 - d. Domestic sewer \$3.50 per 1,000 gallons over 3,000 gallons based on usage
 - e. Commercial minimum water \$133.00
 - f. Commercial minimum sewer \$133.00
 - g. Commercial water \$7.00 per 1,000 gallons over 3,000 gallons based on usage
 - h. Commercial sewer \$7.00 per 1,000 gallons over 3,000 gallons based on usage
3. Assessments are hereby established at \$27.00 per EDU quarterly.
4. Classifications are established as follows:

Properties are classified as subdivisions and businesses or industrial (commercial) based upon existing use. Residential properties are classified as subdivisions and all others are classified as business or industrial. Determinations as to equivalent dwelling unit assignments are made in accordance with Section 5-310 of the Public Works Article of the Code of Public Local Laws of Worcester County, Maryland.

H. OCEAN PINES

1. The budget attached hereto and appropriately labeled is hereby adopted.
2. Quarterly user rates are hereby set as follows:
 - a. Domestic minimum water and sewer \$175.00
 - b. Additional domestic water and sewer charge based on usage as follows:
 - (1) \$1.60 per 1,000 gallons up to 10,000 gallons, and
 - (2) \$3.50 per 1,000 gallons over 10,000 gallons up to 25,000 gallons, and
 - (3) \$6.00 per 1,000 gallons over 25,000 gallons up to 35,000 gallons, and
 - (4) \$9.00 per 1,000 gallons over 35,000 gallons up to 45,000 gallons, and
 - (5) \$15.00 per 1,000 gallons over 45,000 gallons.
 - c. Commercial water & sewer base and usage rates as follows:
 - (1) 1 EDU - \$212.00
 - a. \$4.00 per 1,000 gallons up to 10,000 gallons, and
 - b. \$6.00 per 1,000 gallons over 10,000 gallons up to 27,000 gallons, and
 - c. \$10.00 per 1,000 gallons over 27,000 gallons.
 - (2) 2 EDUs - \$294.00
 - a. \$4.00 per 1,000 gallons up to 10,000 gallons, and
 - b. \$6.00 per 1,000 gallons over 10,000 gallons up to 54,000 gallons, and
 - c. \$10.00 per 1,000 gallons over 54,000 gallons.
 - (3) 3 to 13 EDUs - \$589.00
 - a. \$4.00 per 1,000 gallons up to 10,000 gallons, and
 - b. \$6.00 per 1,000 gallons over 10,000 gallons up to 351,000 gallons, and
 - c. \$10.00 per 1,000 gallons over 351,000 gallons.
 - (4) 14 to 24 EDUs - \$883.00
 - a. \$4.00 per 1,000 gallons up to 10,000 gallons, and
 - b. \$6.00 per 1,000 gallons over 10,000 gallons up to 648,000 gallons, and
 - c. \$10.00 per 1,000 gallons over 648,000 gallons.
 - (5) 25 to 39 EDUs - \$1,177.00
 - a. \$4.00 per 1,000 gallons up to 10,000 gallons, and
 - b. \$6.00 per 1,000 gallons over 10,000 gallons up to 1,053,000 gallons, and
 - c. \$10.00 per 1,000 gallons over 1,053,000 gallons.

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- (6) 40 or more EDUs - \$1,766.00
 - a. \$4.00 per 1,000 gallons up to 10,000 gallons, and
 - b. \$6.00 per 1,000 gallons over 10,000 gallons up to 1,250,000 gallons, and
 - c. \$10.00 per 1,000 gallons over 1,250,000 gallons.
3. Flat rate domestic sewer only service \$161.75.
4. Standard assessments for debt service are hereby established at \$37.00 per EDU quarterly.
5. Adjusted standard assessments are as follows:
 - a. Open Space Park water - 50% of standard
 - b. Open Space Park no water - 10% of standard
 - c. Applicable parcels as described in Section E(2) and E(3) of 589 Agreement - 25% of Standard.
6. Classifications are established as follows:
Properties are classified as subdivision and business or industrial based upon existing land use or committed or approved zoning or land use. Residential properties are classified as subdivisions and all others are classified as business or industrial. Open space parks and utility lots with water service are designated as Open Space Park - Water. Open space parks and utility lots without water service are designated as Open Space Park - No Water. Determinations as to equivalent dwelling unit assignments are made in accordance with Section 5-310 of the Public Works Article of the Code of Public Local Laws of Worcester County, Maryland.
7. White Horse Park lots shall pay a quarterly water and sewer flat rate of \$138.00 per lot.
8. New Ocean Pines Customers who have already paid the required equity contribution do not pay the standard assessment for debt service (as referenced in item 4 above), but instead shall pay supplemental assessments for additional debt service hereby established at \$20.00 per EDU per quarter.

I. RIDDLE FARM

1. The budget attached hereto and appropriately labeled is hereby adopted; and
2. Quarterly Domestic user rates are hereby established as follows:
 - a. Domestic minimum water & sewer \$190.00
 - b. Additional domestic water and sewer charges based on usage as follows:
 - (1) \$1.60 per 1,000 gallons up to 10,000 gallons, and
 - (2) \$3.50 per 1,000 gallons over 10,000 gallons up to 25,000 gallons, and
 - (3) \$6.00 per 1,000 gallons over 25,000 gallons up to 35,000 gallons, and
 - (4) \$9.00 per 1,000 gallons over 35,000 gallons up to 45,000 gallons, and
 - (5) \$15.00 per 1,000 gallons over 45,000 gallons.
3. Quarterly Commercial user rates are hereby established as follows:
 - a. Commercial water & sewer base and usage rates as follows:
 - (1) 1 EDU - \$212.00
 - a. \$4.00 per 1,000 gallons up to 10,000 gallons, and
 - b. \$6.00 per 1,000 gallons over 10,000 gallons up to 27,000 gallons, and
 - c. \$10.00 per 1,000 gallons over 27,000 gallons.
 - (2) 2 EDUs - \$294.00
 - a. \$4.00 per 1,000 gallons up to 10,000 gallons, and
 - b. \$6.00 per 1,000 gallons over 10,000 gallons up to 54,000 gallons, and
 - c. \$10.00 per 1,000 gallons over 54,000 gallons.
 - (3) 3 to 13 EDUs - \$589.00
 - a. \$4.00 per 1,000 gallons up to 10,000 gallons, and
 - b. \$6.00 per 1,000 gallons over 10,000 gallons up to 351,000 gallons, and
 - c. \$10.00 per 1,000 gallons over 351,000 gallons.

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- (4) 14 to 24 EDUs - \$883.00
 - a. \$4.00 per 1,000 gallons up to 10,000 gallons, and
 - b. \$6.00 per 1,000 gallons over 10,000 gallons up to 648,000 gallons, and
 - c. \$10.00 per 1,000 gallons over 648,000 gallons.
- (5) 25 to 39 EDUs - \$1,177.00
 - a. \$4.00 per 1,000 gallons up to 10,000 gallons, and
 - b. \$6.00 per 1,000 gallons over 10,000 gallons up to 1,053,000 gallons, and
 - c. \$10.00 per 1,000 gallons over 1,053,000 gallons.
- (6) 40 or more EDUs - \$1,766.00
 - a. \$4.00 per 1,000 gallons up to 10,000 gallons, and
 - b. \$6.00 per 1,000 gallons over 10,000 gallons up to 1,250,000 gallons, and
 - c. \$10.00 per 1,000 gallons over 1,250,000 gallons.
- 4. Unimproved Lots - Quarterly Accessibility charge \$150.00 per EDU (Not yet connected).
- 5. Riddle Farm assessment for debt service is hereby established at \$9.00 per EDU quarterly.

J. RIVER RUN

- 1. The budget attached hereto and appropriately labeled is hereby adopted.
- 2. River Run shall pay to Ocean Pines Service Area for water as provided by contract at the following rates:
 - a. Minimum quarterly water \$54.69
 - b. Additional water charges based on usage as follows:
 - (1) \$0.50 per 1,000 gallons up to 10,000 gallons, and
 - (2) \$1.09 per 1,000 gallons over 10,000 gallons up to 25,000 gallons, and
 - (3) \$1.88 per 1,000 gallons over 25,000 gallons up to 35,000 gallons, and
 - (4) \$2.81 per 1,000 gallons over 35,000 gallons up to 45,000 gallons, and
 - (5) \$4.69 per 1,000 gallons over 45,000 gallons.
- 3. User rates are hereby set as follows:
 - a. Sewer at \$150.00 per quarter.

K. WEST OCEAN CITY

- 1. The budget attached hereto and appropriately labeled is hereby adopted.
- 2. Quarterly user rates for sewer are hereby adopted at \$10.50 per domestic fixture and \$14.25 per commercial fixture. Swimming pools are to be charged a quarterly flat rate of \$26.75. Car washes shall be charged a quarterly rate of \$2.50 per 1,000 gallons based upon 70% of water consumption.
- 3. An adjusted standard assessment of 25% of standard is hereby established for platted lots in the service area that do not have sewer lines accessible to the property.
- 4. Classifications are adopted as follows:
Properties are classified as subdivisions and business or industrial based upon existing land use or committed zoning. Residential properties are classified as subdivisions and all others are classified as business or industrial. Determinations as to equivalent dwelling unit assignments are made in accordance with Section 5-310 of the Public Works Article of the Code of Public Local Laws of Worcester County, Maryland.

L. LEACHATE

- 1. Leachate will be charged at \$0.02 per gallon

DRAFT

II. BE IT FURTHER RESOLVED by the County Commissioners of Worcester County, Maryland that special service fees based upon actual cost are hereby adopted for special services required on all properties in all service areas (see Attachment A).

III. BE IT FURTHER RESOLVED by the County Commissioners of Worcester County, Maryland that late fees and interest are hereby established as follows:

A. For those bills issued on a quarterly basis the following late fees and interest shall be levied:

1. Accounts that are delinquent over 30 days from the date of billing shall be assessed a \$5.00 penalty plus 3% interest per quarter.

IV. BE IT FURTHER RESOLVED by the County Commissioners of Worcester County, Maryland that the Water and Wastewater Services departmental budget stamped as approved the 4th day of June, 2019 and on file with the Worcester County Human Resources Department are incorporated herein and made a part hereof.

V. BE IT FURTHER RESOLVED that this Resolution shall not prohibit the charging of contract charges as authorized by Section 5-310(g) of the Public Works Article of the Code of Public Local Laws of Worcester County, Maryland.

VI. BE IT FURTHER RESOLVED by the County Commissioners of Worcester County, Maryland that the Sanitary Service Area budgets, assessments and charges and the classifications established herein are adopted this _____ day of _____, 2019.

ATTEST:

COUNTY COMMISSIONERS OF
WORCESTER COUNTY, MARYLAND

Harold L. Higgins
Chief Administrative Officer

Diana Purnell, President

Joseph M. Mitrecic, Vice President

Anthony W. Bertino, Jr.

Madison J. Bunting, Jr.

James C. Church

Theodore J. Elder

Joshua C. Nordstrom

DRAFT

ATTACHMENT A

WATER & WASTEWATER FEES FY 2020 - APPROVED

WATER SERVICE INSTALLATION WITHOUT FIRE SERVICE

1" - Existing Homes Only	\$2,000
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WATER SERVICE INSTALLATION WITH FIRE SERVICE

1.0"	\$2,675
1.5"	\$4,050
2.0"	\$5,725

SEWER SERVICE INSTALLATION

Sewer lateral	\$2,735	
Ocean Pines - Tank/Lateral Install and Tank Fee	\$4,500	
Snug Harbor Sub-Area Section 1- (Local share)	\$2,775	
Snug Harbor Sub-Area Section 2- (Construction Costs & Grinder Pump)	\$6,800	
Edgewater Acres Sewer- Sussex County Fee	\$6,360	A

A- Fee set by Sussex County. Good through 6/30/19- subject to change after that date.

FUTURE CAPITAL IMPROVEMENT CHARGE PER EDU

Edgewater	Water/Sewer	\$600
Landings	Water/Sewer	\$600
Lighthouse Sound	Sewer	\$600
Mystic Harbour	Water	\$500
Mystic Harbour	Sewer	\$1,000
Newark	Water/Sewer	\$600
Ocean Pines	Water/Sewer	\$513
Riddle Farm	Water/Sewer	\$600
River Run	Water/Sewer	\$950
West Ocean City	Sewer	\$600

ATTACHMENT A

WATER & WASTEWATER FEES FY 2020 - APPROVED

EQUITY CONTRIBUTIONS & CONSTRUCTION COSTS PER EDU

Landings Service Area	
Water	\$4,666
Sewer	\$13,625
Lighthouse Sound Service Area	
Sewer	\$6,100
Mystic Harbour Service Area	
Water	\$3,000
Sewer	\$8,228
Newark Service Area	
Water/Sewer	\$8,156
Ocean Pines Service Area	
Water	\$3,000
Sewer	\$11,705
Pines Plaza Water & Sewer Construction	\$5,300
Riddle Farm Service Area	
Water (Including Route 50 Corridor Water)	\$6,323
Route 50 Corridor Water Construction	\$2,700
Sewer	\$8,932
Route 50 Corridor Sewer	\$4,926
Snug Harbour Sub-Area Section 3	
Sewer (includes equity contrib, construction costs, hookup & misc fees)	\$21,813

B

B - The additional money the County collects for the sewer is distributed per the Contract.

MISCELLANEOUS FEES

Termination Service Fee	\$50.00
Request Water Shut-Off	\$25.00
Request Water Turn-On	\$25.00
Call In During Non-Working Hours (If Homeowners Problem)	\$100.00
Test Water Meter (If Meter Proves To Be Accurate)	\$62.50
Returned Check	\$25.00
Request Special Meter Reading (i.e. attorney, realtor, etc.)	\$25.00
Bulk Water Sale Annual Permit Charge	\$50.00
Metered usage shall be billed at \$5.00 per thousand gallons with a \$5.00 connection charge	

Notice of Public Hearing
Worcester County Water and Wastewater Enterprise Fund
FY 2019/2020 Requested Budgets and Assessments

The Worcester County Commissioners will conduct a public hearing on the proposed operating budgets, assessments, user charges and other charges for each of the 11 sanitary service areas operated by the Worcester County Department of Public Works, Water & Wastewater Division on:

Tuesday, June 4, 2019 at 10:40 a.m.
in the County Commissioners' Meeting Room
Room 1101 Government Center, One West Market Street
Snow Hill, Maryland 21863

The 11 sanitary service areas and proposed changes to the users fees to cover projected expenses are as follows:

Assateague Pointe - increase from \$85 to \$90 per park trailer per quarter water and sewer flat charge; increase from \$135.50 to \$140.50 per equivalent dwelling unit (EDU) per quarter domestic sewer flat charge; and increase from \$10 to \$15 per lot grinder pump flat surcharge.

Bridgetown - increase from \$61 to \$66 per EDU per quarter domestic water flat charge; increase from \$22 to \$27 per EDU per quarter swimming pool flat charge; increase from \$50 to \$60 per EDU per quarter irrigation system flat charge; and increase in commercial water base fee ranging from \$49.50 to \$412.50 at present to \$53 to \$441.50 based on total EDU's.

Edgewater Acres - increase first three tiers water usage charges ranging from \$7.25 to \$9 at present to \$8 to \$10 per thousand gallons; and increase from \$93 to \$98 per EDU per quarter domestic water flat charge.

The Landings - increase from \$230 to \$240 per EDU per quarter domestic water and sewer base fee; increase from \$32 to \$37 per EDU per quarter Lewis Road domestic water base fee; increase from \$220 to \$230 per EDU per quarter accessibility fee; and new commercial water and sewer base fees ranging from \$275 to \$2,300 based on total EDU's and usage charges ranging from \$4 to \$10 per thousand gallons.

Lighthouse Sound - increase from \$210 to \$215 per EDU per quarter domestic sewer flat charge; and increase from \$85 to \$100 per EDU per quarter accessibility fee.

Mystic Harbour - increase from \$168 to \$173 per EDU per quarter domestic water and sewer base fee; increase from \$168 to \$172 per EDU per quarter domestic sewer flat charge; and increase in commercial water and sewer base fees ranging from \$198 to \$1,650 at present to \$212 to \$1,766 based on total EDU's.

Newark - no proposed changes.

Ocean Pines - increase from \$170 to \$175 per EDU per quarter domestic water and sewer base fee; increase from \$158 to \$161.75 per EDU per quarter domestic sewer flat charge; increase White Horse Park domestic water and sewer flat charge from \$134 to \$138 per lot per quarter; increase in commercial water and sewer base fees ranging from \$198 to \$1,650 at present to \$212 to \$1,766 based on total EDU's; and increase from \$13 to \$20 per EDU per quarter supplemental debt service.

Riddle Farm - increase from \$180 to \$190 per EDU per quarter domestic water and sewer base fee; increase from \$140 to \$150 per EDU per quarter accessibility fee; increase in commercial water and sewer base fees ranging from \$198 to \$1,650 at present to \$212 to \$1,766 based on total EDU's; and new \$9 per EDU per quarter debt service.

River Run - increase from \$53.13 to \$54.69 per EDU per quarter domestic water base fee.

West Ocean City - no proposed changes.

In addition to user fees, assessments will be levied in the Mystic Harbour, Newark, Ocean Pines, Oyster Harbour, Riddle Farm, and Snug Harbour service areas or sub-areas to make debt payments. All assessments shall be made on an EDU basis.

Copies of the proposed budgets for each service area are available for public inspection at the Worcester County Government Center Rooms 1103 and 1105, One West Market Street, Snow Hill, Maryland 21863, the County Treasurer's Office in the Isle of Wight Complex on Route 90 and St. Martins Neck Road, the County Library in Ocean Pines on Cathell Road, and online at www.co.worcester.md.us. For additional information, contact the Worcester County Treasurer's Office at (410) 632-0686 ext. 1217.

WORCESTER COUNTY
Water & Wastewater Services
Enterprise Funds

	2018/19 Budget	2019/20 Request	(\$) Difference (%)	
Revenue				
Charges for Services	11,187,690	11,633,544	445,854	3.99%
Interest & Penalties	139,200	152,250	13,050	9.38%
Operating Grants	26,000	28,000	2,000	7.69%
Other Revenue	161,875	167,875	6,000	3.71%
Transfer From (To) Reserves	(110,051)	345,157	455,208	-413.63%
	11,404,714	12,326,826	922,112	8.09%
Expenditures				
Personnel Services	4,911,029	4,909,464	(1,565)	-0.03%
Supplies & Materials	938,713	948,831	10,118	1.08%
Maintenance & Services	4,057,096	4,541,780	484,684	11.95%
Other Charges	158,914	325,001	166,087	104.51%
Interfund Charges	726,962	763,850	36,888	5.07%
Capital Equipment	612,000	837,900	225,900	36.91%
	11,404,714	12,326,826	922,112	8.09%

WORCESTER COUNTY
Water & Wastewater Services
Enterprise Funds

	2018/19 Budget	2019/20 Request	(\$)	Difference (%)
Revenue				
Charges for Services	6,951,940	7,231,665	279,725	4.02%
Interest and Penalties	83,000	83,000	-	0.00%
Other Revenue	143,000	143,000	-	0.00%
Transfer From (To) Reserves	(183,906)	(223,683)	(39,777)	21.63%
	6,994,034	7,233,982	239,948	3.43%
Expenditures				
Personnel Services	3,581,323	3,515,522	(65,801)	-1.84%
Supplies & Materials	483,463	490,189	6,726	1.39%
Maintenance & Services	1,907,408	2,145,747	238,339	12.50%
Other Charges	102,418	219,624	117,206	114.44%
Interfund Charges	447,422	470,000	22,578	5.05%
Capital Equipment	472,000	392,900	(79,100)	-16.76%
	6,994,034	7,233,982	239,948	3.43%

Proposed Quarterly Rates

Proposed increase in domestic water and sewer base fee from \$170.00 to \$175.00
Proposed increase in domestic sewer flat charge from \$158.00 to \$161.75
Proposed increase in domestic nonmetered White Horse Park flat charge from \$134.00 to \$138.00 per lot
Proposed increase in commercial water and sewer base fees ranging from \$198.00 to \$1,650.00 at present to \$212.00 to \$1,766.00 based on total EDU's
Proposed increase in quarterly supplemental debt service from \$13.00 per EDU per quarter to \$20.00

	2018/19 Budget	2019/20 Request	
<u>Domestic:</u>			
Metered Water & Sewer			
Base Fee	\$170.00	\$175.00	Flat Charge
Usage Range (Gallons)			
0 - 10,000	\$1.60	\$1.60	Per Thousand
10,001 - 25,000	\$3.50	\$3.50	Per Thousand
25,001 - 35,000	\$6.00	\$6.00	Per Thousand
35,001 - 45,000	\$9.00	\$9.00	Per Thousand
over 45,000	\$15.00	\$15.00	Per Thousand
Nonmetered Sewer			
Sewer Only	\$158.00	\$161.75	Flat Charge
Nonmetered Water & Sewer			
White Horse Park - 100 GPD/Lot	\$134.00	\$138.00	Flat Charge

WORCESTER COUNTY Water & Wastewater Services Enterprise Funds

**2018/19
Budget 2019/20
Request**

Commercial:

Metered Water & Sewer

Tiered Base Fee Range (EDU's) and Usage Range (Gallons)

1 EDU	\$198.00	\$212.00 Flat Charge
0 - 10,000 Gallons	\$4.00	\$4.00 Per Thousand
10,001 - 27,000 Gallons	\$6.00	\$6.00 Per Thousand
over 27,000 Gallons	\$10.00	\$10.00 Per Thousand
2 EDU's	\$275.00	\$294.00 Flat Charge
0 - 10,000 Gallons	\$4.00	\$4.00 Per Thousand
10,001 - 54,000 Gallons	\$6.00	\$6.00 Per Thousand
over 54,000 Gallons	\$10.00	\$10.00 Per Thousand
3-13 EDU's	\$550.00	\$589.00 Flat Charge
0 - 10,000 Gallons	\$4.00	\$4.00 Per Thousand
10,001 - 351,000 Gallons	\$6.00	\$6.00 Per Thousand
over 351,000 Gallons	\$10.00	\$10.00 Per Thousand
14-24 EDU's	\$825.00	\$883.00 Flat Charge
0 - 10,000 Gallons	\$4.00	\$4.00 Per Thousand
10,001 - 648,000 Gallons	\$6.00	\$6.00 Per Thousand
over 648,000 Gallons	\$10.00	\$10.00 Per Thousand
25-39 EDU's	\$1,100.00	\$1,177.00 Flat Charge
0 - 10,000 Gallons	\$4.00	\$4.00 Per Thousand
10,001 - 1,053,000 Gallons	\$6.00	\$6.00 Per Thousand
over 1,053,000 Gallons	\$10.00	\$10.00 Per Thousand
40+ EDU's	\$1,650.00	\$1,766.00 Flat Charge
0 - 10,000 Gallons	\$4.00	\$4.00 Per Thousand
10,001 - 1,250,000 Gallons	\$6.00	\$6.00 Per Thousand
over 1,250,000 Gallons	\$10.00	\$10.00 Per Thousand

EDU:

Standard EDU	\$37.00	\$37.00 Per EDU per Quarter
Supplemental EDU (14 & 19 Bonds)	\$13.00	\$20.00 Per EDU per Quarter

WORCESTER COUNTY
Water & Wastewater Services
Enterprise Funds

	2018/19 Budget	2019/20 Request	(\$) Difference (%)	
Revenue				
Charges for Services	234,100	255,610	21,510	9.19%
Interest and Penalties	4,000	4,000	-	0.00%
Other Revenue	-	-	-	N/A
Transfer From (To) Reserves	17,435	1,517	(15,918)	-91.30%
	255,535	261,127	5,592	2.19%
Expenditures				
Personnel Services	83,856	94,275	10,419	12.42%
Supplies & Materials	31,992	26,450	(5,542)	-17.32%
Maintenance & Services	105,712	101,668	(4,044)	-3.83%
Other Charges	5,857	9,159	3,302	56.38%
Interfund Charges	28,118	29,575	1,457	5.18%
Capital Equipment	-	-	-	N/A
	255,535	261,127	5,592	2.19%

Proposed Quarterly Rates

Proposed increase in water and sewer park trailer flat charge from \$85.00 to \$90.00
Proposed increase in sewer flat charge from \$135.50 to \$140.50
Proposed increase in grinder pump surcharge from \$10.00 to \$15.00 per lot

	2018/19 Budget	2019/20 Request	
<u>Domestic:</u>			
Nonmetered Water & Sewer			
Water & Sewer - 110 GPD Units	\$85.00	\$90.00	Flat Charge
Sewer Only - 250 GPD Units	\$135.50	\$140.50	Flat Charge
Grinder Pump Surcharge per Lot	\$10.00	\$15.00	Flat Charge

WORCESTER COUNTY
Water & Wastewater Services
Enterprise Funds

	2018/19 Budget	2019/20 Request	(\$) Difference (%)	
Revenue				
Charges for Services	12,550	12,769	219	1.75%
Interest and Penalties	1,000	550	(450)	-45.00%
Operating Grants	26,000	28,000	2,000	7.69%
Other Revenue	-	-	-	N/A
Transfer From (To) Reserves	4,067	1,260	(2,807)	-69.02%
	43,617	42,579	(1,038)	-2.38%
Expenditures				
Personnel Services	10,019	7,598	(2,421)	-24.16%
Supplies & Materials	1,027	976	(51)	-4.97%
Maintenance & Services	30,923	32,031	1,108	3.58%
Other Charges	349	609	260	74.50%
Interfund Charges	1,299	1,365	66	5.08%
Capital Equipment	-	-	-	N/A
	43,617	42,579	(1,038)	-2.38%

Proposed Quarterly Rates

Proposed increase in water only flate rate from \$61.00 to \$66.00
 Proposed increase in swimming pool flate rate from \$22.00 to \$27.00
 Proposed increase in irrigation system flate rate from \$50.00 to \$60.00
 Proposed increase in commercial water base fees ranging from \$49.50 to \$412.50 at present to \$53.00 to \$441.50 based on total EDU's

	2018/19 Budget	2019/20 Request	
<u>Domestic:</u>			
Nonmetered Water			
Water Only	\$61.00	\$66.00	Flat Charge
Swimming Pool (in-ground)	\$22.00	\$27.00	Flat Charge
Irrigation System	\$50.00	\$60.00	Flat Charge
<u>Commercial:</u>			
Metered Water			
Base Fee Range (EDU's)			
1	\$49.50	\$53.00	Flat Charge
2	\$68.75	\$73.50	Flat Charge
3-13	\$137.50	\$147.25	Flat Charge
14-24	\$206.25	\$220.75	Flat Charge
25-39	\$275.00	\$294.25	Flat Charge
40+	\$412.50	\$441.50	Flat Charge
Usage (Gallons)	\$9.19	\$9.19	Per Thousand

WORCESTER COUNTY
Water & Wastewater Services
Enterprise Funds

	2018/19 Budget	2019/20 Request	(\$) Difference (%)	
Revenue				
Charges for Services	222,750	228,100	5,350	2.40%
Interest and Penalties	1,500	2,000	500	33.33%
Other Revenue	875	875	-	0.00%
Transfer From (To) Reserves	(9,304)	(2,641)	6,663	-71.61%
	215,821	228,334	12,513	5.80%
Expenditures				
Personnel Services	37,508	42,065	4,557	12.15%
Supplies & Materials	4,152	4,159	7	0.17%
Maintenance & Services	161,132	167,084	5,952	3.69%
Other Charges	2,075	3,501	1,426	68.72%
Interfund Charges	10,954	11,525	571	5.21%
Capital Equipment	-	-	-	N/A
	215,821	228,334	12,513	5.80%

Proposed Quarterly Rates

Proposed increase in usage charge ranging from \$8.00 to \$10.00 per thousand gallons
 Proposed increase in nonmetered water flat charge from \$93.00 to \$98.00

	2018/19 Budget	2019/20 Request	
<u>Domestic:</u>			
Metered Water & Sewer			
Base Fee	\$160.00	\$160.00	Flat Charge
Usage Range (Gallons)			
0 - 10,000	\$7.25	\$8.00	Per Thousand
10,001 - 35,000	\$8.34	\$9.00	Per Thousand
35,001 - 45,000	\$9.00	\$10.00	Per Thousand
over 45,000	\$15.00	\$15.00	Per Thousand
Nonmetered Water	\$93.00	\$98.00	Flat Charge
Nonmetered Sewer	\$140.00	\$140.00	Flat Charge
Accessibility	\$25.00	\$25.00	Flat Charge per EDU
Front Foot Assessment	\$0.02	\$0.02	Per Linear Foot per Quarter

WORCESTER COUNTY
Water & Wastewater Services
Enterprise Funds

	2018/19 Budget	2019/20 Request	(\$)	Difference (%)
Revenue				
Charges for Services	302,000	313,180	11,180	3.70%
Interest and Penalties	5,000	5,000	-	0.00%
Other Revenue	-	-	-	N/A
Transfer From (To) Reserves	53,736	120,444	66,708	124.14%
	360,736	438,624	77,888	21.59%
Expenditures				
Personnel Services	169,321	178,598	9,277	5.48%
Supplies & Materials	58,447	62,637	4,190	7.17%
Maintenance & Services	122,544	180,279	57,735	47.11%
Other Charges	2,826	9,145	6,319	223.60%
Interfund Charges	7,598	7,965	367	4.83%
Capital Equipment	-	-	-	N/A
	360,736	438,624	77,888	21.59%

Proposed Quarterly Rates

- Proposed increase in domestic water and sewer base fee from \$230.00 to \$240.00
- Proposed increase in lewis road domestic water minimum from \$32.00 to \$37.00
- Proposed new commercial water and sewer base fees ranging from \$275 to \$2,300 based on total EDU's and usage charges ranging from \$4 to \$10 per thousand gallons
- Proposed increase in accessibility fee from \$220.00 to \$230.00

	2018/19 Budget	2019/20 Request	
Domestic:			
Metered Water & Sewer			
Base Fee	\$230.00	\$240.00	Flat Charge
Lewis Road - Water Only	\$32.00	\$37.00	Flat Charge
Usage Range (Gallons)			
0 - 10,000	\$1.60	\$1.60	Per Thousand
10,001 - 25,000	\$3.50	\$3.50	Per Thousand
25,001 - 35,000	\$6.00	\$6.00	Per Thousand
35,001 - 45,000	\$9.00	\$9.00	Per Thousand
over 45,000	\$15.00	\$15.00	Per Thousand

*water only service (metered) shall be billed at 25% of the above proposed rates.

WORCESTER COUNTY
Water & Wastewater Services
Enterprise Funds

	2018/19 Budget	2019/20 Request
<u>Commercial:</u>		
Metered Water & Sewer		
Tiered Base Fee Range (EDU's) and Usage Range (Gallons)		
1 EDU	-	\$275.00 Flat Charge
0 - 10,000 Gallons	-	\$4.00 Per Thousand
10,001 - 27,000 Gallons	-	\$6.00 Per Thousand
over 27,000 Gallons	-	\$10.00 Per Thousand
2 EDU's	-	\$360.00 Flat Charge
0 - 10,000 Gallons	-	\$4.00 Per Thousand
10,001 - 54,000 Gallons	-	\$6.00 Per Thousand
over 54,000 Gallons	-	\$10.00 Per Thousand
3-13 EDU's	-	\$770.00 Flat Charge
0 - 10,000 Gallons	-	\$4.00 Per Thousand
10,001 - 351,000 Gallons	-	\$6.00 Per Thousand
over 351,000 Gallons	-	\$10.00 Per Thousand
14-24 EDU's	-	\$1,150.00 Flat Charge
0 - 10,000 Gallons	-	\$4.00 Per Thousand
10,001 - 648,000 Gallons	-	\$6.00 Per Thousand
over 648,000 Gallons	-	\$10.00 Per Thousand
25-39 EDU's	-	\$1,530.00 Flat Charge
0 - 10,000 Gallons	-	\$4.00 Per Thousand
10,001 - 1,053,000 Gallons	-	\$6.00 Per Thousand
over 1,053,000 Gallons	-	\$10.00 Per Thousand
40+ EDU's	-	\$2,300.00 Flat Charge
0 - 10,000 Gallons	-	\$4.00 Per Thousand
10,001 - 1,250,000 Gallons	-	\$6.00 Per Thousand
over 1,250,000 Gallons	-	\$10.00 Per Thousand

Accessibility- Domestic & Commercial: \$220.00 \$230.00 Flat Charge per EDU

*water only service (metered) shall be billed at 25% of the above proposed rates.

WORCESTER COUNTY
Water & Wastewater Services
Enterprise Funds

	2018/19 Budget	2019/20 Request	(\$) Difference (%)	
Revenue				
Charges for Services	95,800	99,840	4,040	4.22%
Interest and Penalties	700	700	-	0.00%
Other Revenue	-	-	-	N/A
Transfer From (To) Reserves	1,887	(4,515)	(6,402)	-339.27%
	98,387	96,025	(2,362)	-2.40%
Expenditures				
Personnel Services	48,854	45,791	(3,063)	-6.27%
Supplies & Materials	12,157	12,083	(74)	-0.61%
Maintenance & Services	32,912	31,937	(975)	-2.96%
Other Charges	1,217	2,789	1,572	129.17%
Interfund Charges	3,247	3,425	178	5.48%
Capital Equipment	-	-	-	N/A
	98,387	96,025	(2,362)	-2.40%

Proposed Quarterly Rates

Proposed increase in domestic sewer flat charge from \$210.00 to \$215.00
Proposed increase in accessibility fee from \$85.00 to \$100.00

	2018/19 Budget	2019/20 Request	
<u>Domestic:</u>			
Nonmetered Sewer (improved lot)	\$210.00	\$215.00	Flat Charge per EDU
Accessibility (unimproved lot)	\$85.00	\$100.00	Flat Charge per EDU

WORCESTER COUNTY
Water & Wastewater Services
Enterprise Funds

	2018/19 Budget	2019/20 Request	(\$) Difference (%)	
Revenue				
Charges for Services	1,161,000	1,207,080	46,080	3.97%
Interest & Penalties	14,000	15,000	1,000	7.14%
Other Revenue	-	-	-	N/A
Transfer From (To) Reserves	98,272	186,667	88,395	89.95%
	1,273,272	1,408,747	135,475	10.64%
Expenditures				
Personnel Services	451,384	454,145	2,761	0.61%
Supplies & Materials	228,900	221,070	(7,830)	-3.42%
Maintenance & Services	489,214	579,632	90,418	18.48%
Other Charges	18,600	34,400	15,800	84.95%
Interfund Charges	85,174	89,500	4,326	5.08%
Capital Equipment	-	30,000	30,000	N/A
	1,273,272	1,408,747	135,475	10.64%

Proposed Quarterly Rates

Proposed increase in domestic water and sewer base fee from \$168.00 to \$173.00
 Proposed increase in domestic sewer flat charge from \$168.00 to \$172.00
 Proposed increase in commercial water and sewer base fees ranging from \$198.00 to \$1,650.00 at present to \$212.00 to \$1,766.00 based on total EDU's

	2018/19 Budget	2019/20 Request	
<u>Domestic:</u>			
Metered Water & Sewer			
Base Fee	\$168.00	\$173.00	Flat Charge
Usage Range (Gallons)			
0 - 10,000	\$1.60	\$1.60	Per Thousand
10,001 - 25,000	\$3.50	\$3.50	Per Thousand
25,001 - 35,000	\$6.00	\$6.00	Per Thousand
35,001 - 45,000	\$9.00	\$9.00	Per Thousand
over 45,000	\$15.00	\$15.00	Per Thousand

*water only service (metered) shall be billed at 25% of the above proposed rates.

Nonmetered Sewer	\$168.00	\$172.00	Flat Charge
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WORCESTER COUNTY
Water & Wastewater Services
Enterprise Funds

	2018/19 Budget	2019/20 Request
<u>Commercial:</u>		
Metered Water & Sewer		
Tiered Base Fee Range (EDU's) and Usage Range (Gallons)		
1 EDU	\$198.00	\$212.00 Flat Charge
0 - 10,000 Gallons	\$4.00	\$4.00 Per Thousand
10,001 - 27,000 Gallons	\$6.00	\$6.00 Per Thousand
over 27,000 Gallons	\$10.00	\$10.00 Per Thousand
2 EDU's	\$275.00	\$294.00 Flat Charge
0 - 10,000 Gallons	\$4.00	\$4.00 Per Thousand
10,001 - 54,000 Gallons	\$6.00	\$6.00 Per Thousand
over 54,000 Gallons	\$10.00	\$10.00 Per Thousand
3-13 EDU's	\$550.00	\$589.00 Flat Charge
0 - 10,000 Gallons	\$4.00	\$4.00 Per Thousand
10,001 - 351,000 Gallons	\$6.00	\$6.00 Per Thousand
over 351,000 Gallons	\$10.00	\$10.00 Per Thousand
14-24 EDU's	\$825.00	\$883.00 Flat Charge
0 - 10,000 Gallons	\$4.00	\$4.00 Per Thousand
10,001 - 648,000 Gallons	\$6.00	\$6.00 Per Thousand
over 648,000 Gallons	\$10.00	\$10.00 Per Thousand
25-39 EDU's	\$1,100.00	\$1,177.00 Flat Charge
0 - 10,000 Gallons	\$4.00	\$4.00 Per Thousand
10,001 - 1,053,000 Gallons	\$6.00	\$6.00 Per Thousand
over 1,053,000 Gallons	\$10.00	\$10.00 Per Thousand
40+ EDU's	\$1,650.00	\$1,766.00 Flat Charge
0 - 10,000 Gallons	\$4.00	\$4.00 Per Thousand
10,001 - 1,250,000 Gallons	\$6.00	\$6.00 Per Thousand
over 1,250,000 Gallons	\$10.00	\$10.00 Per Thousand
*water only service (metered) shall be billed at 25% of the above proposed rates.		
<u>Accessibility- Domestic & Commercial:</u>	\$150.00	\$150.00 Flat Charge per EDU
*water only accessibility shall be billed at 25% of the above proposed rate.		
<u>Sewer EDU:</u>	\$66.00	\$66.00 Per EDU per Quarter

WORCESTER COUNTY
Water & Wastewater Services
Enterprise Funds

Oyster Harbor

Proposed Quarterly Rates

No proposed changes to quarterly rate

	2018/19 Budget	2019/20 Request	
EDU charge	\$54.00	\$54.00	Per EDU per Quarter
Sub-area of Mystic Harbour service area			
Payments for water service will be made to Mystic Harbour service area			

Snug Harbor

Proposed Quarterly Rates

No proposed changes to quarterly rate

	2018/19 Budget	2019/20 Request	
EDU charge	\$162.50	\$162.50	Per EDU per Quarter
Sub-area of Assateague Point service area			

WORCESTER COUNTY
Water & Wastewater Services
Enterprise Funds

	2018/19 Budget	2019/20 Request	(\$) Difference (%)	
Revenue				
Charges for Services	131,650	134,910	3,260	2.48%
Interest & Penalties	2,500	2,500	-	0.00%
Other Revenue	18,000	24,000	6,000	33.33%
Transfer From (To) Reserves	(16,226)	(16,585)	(359)	2.21%
	135,924	144,825	8,901	6.55%
Expenditures				
Personnel Services	71,520	75,079	3,559	4.98%
Supplies & Materials	16,373	16,448	75	0.46%
Maintenance & Services	41,082	43,413	2,331	5.67%
Other Charges	1,408	4,065	2,657	188.71%
Interfund Charges	5,541	5,820	279	5.04%
Capital Equipment	-	-	-	N/A
	135,924	144,825	8,901	6.55%

Proposed Quarterly Rates

No proposed changes to quarterly rates

	2018/19 Budget	2019/20 Request	
<u>Domestic:</u>			
Metered Water & Sewer			
Base Fee- Includes 3,000 Gallons	\$216.00	\$216.00	Flat Charge
Usage Range (Gallons) over 3,000	\$7.00	\$7.00	Per Thousand
<u>Commercial:</u>			
Metered Water & Sewer			
Base Fee- Includes 3,000 Gallons	\$266.00	\$266.00	Flat Charge
Usage Range (Gallons) over 3,000	\$14.00	\$14.00	Per Thousand
<u>EDU:</u>	\$27.00	\$27.00	Quarterly

WORCESTER COUNTY
Water & Wastewater Services
Enterprise Funds

	2018/19 Budget	2019/20 Request	(\$)	Difference (%)
Revenue				
Charges for Services	502,900	558,320	55,420	11.02%
Interest & Penalties	4,000	5,000	1,000	25.00%
Other Revenue	-	-	-	N/A
Transfer From (To) Reserves	15,925	62,251	46,326	290.90%
	522,825	625,571	102,746	19.65%
Expenditures				
Personnel Services	219,129	244,999	25,870	11.81%
Supplies & Materials	62,666	72,497	9,831	15.69%
Maintenance & Services	204,385	236,604	32,219	15.76%
Other Charges	5,043	13,746	8,703	172.58%
Interfund Charges	21,602	22,725	1,123	5.20%
Capital Equipment	10,000	35,000	25,000	N/A
	522,825	625,571	102,746	19.65%

Proposed Quarterly Rates

Proposed increase in domestic base fee from \$180.00 to \$190.00
 Proposed increase in commercial water and sewer base fees ranging from \$198.00 to \$1,650.00 at present to \$212.00 to \$1,766.00 based on total EDU's
 Proposed increase in accessibility fee from \$140.00 to \$150.00
 Proposed new quarterly debt service of \$9 per EDU

	2018/19 Budget	2019/20 Request	
Domestic:			
Metered Water & Sewer			
Base Fee	\$180.00	\$190.00	Flat Charge
Usage Range (Gallons)			
0 - 10,000	\$1.60	\$1.60	Per Thousand
10,001 - 25,000	\$3.50	\$3.50	Per Thousand
25,001 - 35,000	\$6.00	\$6.00	Per Thousand
35,001 - 45,000	\$9.00	\$9.00	Per Thousand
over 45,000	\$15.00	\$15.00	Per Thousand

WORCESTER COUNTY Water & Wastewater Services Enterprise Funds

	2018/19 Budget	2019/20 Request
<u>Commercial:</u>		
Metered Water & Sewer		
Tiered Base Fee Range (EDU's) and Usage Range (Gallons)		
1 EDU	\$198.00	\$212.00 Flat Charge
0 - 10,000 Gallons	\$4.00	\$4.00 Per Thousand
10,001 - 27,000 Gallons	\$6.00	\$6.00 Per Thousand
over 27,000 Gallons	\$10.00	\$10.00 Per Thousand
2 EDU's	\$275.00	\$294.00 Flat Charge
0 - 10,000 Gallons	\$4.00	\$4.00 Per Thousand
10,001 - 54,000 Gallons	\$6.00	\$6.00 Per Thousand
over 54,000 Gallons	\$10.00	\$10.00 Per Thousand
3-13 EDU's	\$550.00	\$589.00 Flat Charge
0 - 10,000 Gallons	\$4.00	\$4.00 Per Thousand
10,001 - 351,000 Gallons	\$6.00	\$6.00 Per Thousand
over 351,000 Gallons	\$10.00	\$10.00 Per Thousand
14-24 EDU's	\$825.00	\$883.00 Flat Charge
0 - 10,000 Gallons	\$4.00	\$4.00 Per Thousand
10,001 - 648,000 Gallons	\$6.00	\$6.00 Per Thousand
over 648,000 Gallons	\$10.00	\$10.00 Per Thousand
25-39 EDU's	\$1,100.00	\$1,177.00 Flat Charge
0 - 10,000 Gallons	\$4.00	\$4.00 Per Thousand
10,001 - 1,053,000 Gallons	\$6.00	\$6.00 Per Thousand
over 1,053,000 Gallons	\$10.00	\$10.00 Per Thousand
40+ EDU's	\$1,650.00	\$1,766.00 Flat Charge
0 - 10,000 Gallons	\$4.00	\$4.00 Per Thousand
10,001 - 1,250,000 Gallons	\$6.00	\$6.00 Per Thousand
over 1,250,000 Gallons	\$10.00	\$10.00 Per Thousand
<u>Accessibility:</u>	\$140.00	\$150.00 Flat Charge per EDU
<u>EDU:</u>	\$0.00	\$9.00 Per EDU per Quarter

WORCESTER COUNTY
Water & Wastewater Services
Enterprise Funds

	2018/19 Budget	2019/20 Request	(\$) Difference (%)	
Revenue				
Charges for Services	165,000	172,070	7,070	4.28%
Interest and Penalties	500	500	-	0.00%
Other Revenue	-	-	-	N/A
Transfer From (To) Reserves	8,724	9,424	700	8.02%
	174,224	181,994	7,770	4.46%
Expenditures				
Personnel Services	55,553	59,276	3,723	6.70%
Supplies & Materials	16,363	17,348	985	6.02%
Maintenance & Services	92,070	92,667	597	0.65%
Other Charges	1,449	3,463	2,014	138.99%
Interfund Charges	8,789	9,240	451	5.13%
Capital Equipment	-	-	-	N/A
	174,224	181,994	7,770	4.46%

Proposed Quarterly Rates

Proposed increase to domestic water base fee from \$53.13 to \$54.69

	2018/19 Budget	2019/20 Request	
<u>Domestic:</u>			
Nonmetered Sewer	\$150.00	\$150.00 Flat Charge	
Metered Water			
Base Fee	\$53.13	\$54.69 Flat Charge	
Usage Range (Gallons)			
0 - 10,000	\$0.50	\$0.50 Per Thousand	
10,001 - 25,000	\$1.09	\$1.09 Per Thousand	
25,001 - 35,000	\$1.88	\$1.88 Per Thousand	
35,001 - 45,000	\$2.81	\$2.81 Per Thousand	
over 45,000	\$4.69	\$4.69 Per Thousand	

WORCESTER COUNTY
Water & Wastewater Services
Enterprise Funds

	2018/19 Budget	2019/20 Request	(\$)	Difference (%)
Revenue				
Charges for Services	1,408,000	1,420,000	12,000	0.85%
Interest & Penalties	23,000	34,000	11,000	47.83%
Other Revenue	-	-	-	N/A
Transfer From (To) Reserves	(100,661)	211,018	311,679	-309.63%
	<u>1,330,339</u>	<u>1,665,018</u>	<u>334,679</u>	<u>25.16%</u>
Expenditures				
Personnel Services	182,562	192,116	9,554	5.23%
Supplies & Materials	23,173	24,974	1,801	7.77%
Maintenance & Services	869,714	930,718	61,004	7.01%
Other Charges	17,672	24,500	6,828	38.64%
Interfund Charges	107,218	112,710	5,492	5.12%
Capital Equipment	130,000	380,000	250,000	192.31%
	<u>1,330,339</u>	<u>1,665,018</u>	<u>334,679</u>	<u>25.16%</u>

Proposed Quarterly Rates

No proposed changes to quarterly rate

	2018/19 Budget	2019/20 Request	
Domestic:			
Nonmetered Sewer	\$10.50	\$10.50	Per fixture quarterly
Commercial:			
Nonmetered Sewer	\$14.25	\$14.25	Per fixture quarterly

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



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

COMMISSIONERS
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OFFICE OF THE
COUNTY COMMISSIONERS

Worcester County

GOVERNMENT CENTER
ONE WEST MARKET STREET • ROOM 1103

SNOW HILL, MARYLAND

21863-1195

June 12, 2019

TO: Worcester County Commissioners
FROM: Kelly Shannahan, Assistant Chief Administrative Officer *KS*
SUBJECT: Draft Enterprise Fund Budget Adoption Resolution
Solid Waste Enterprise Fund - FY20

Attached for your review and approval is a draft copy of the resolution adopting the Solid Waste Enterprise Fund Budget and Fees for July 1, 2019 through June 30, 2020 (FY20) as conceptually approved following your public hearing on June 4, 2019.

If you should have any questions or concerns regarding this matter, please feel free to contact me.

DRAFT**RESOLUTION ADOPTING SOLID WASTE ENTERPRISE FUND BUDGET
AND FEES FOR JULY 1, 2019 THROUGH JUNE 30, 2020**

WHEREAS, Worcester County owns and operates facilities for the disposal of solid waste generated in Worcester County, Maryland including the Central Landfill and several household solid waste transfer stations; and

WHEREAS, the Worcester County Commissioners established a Worcester County Landfill Enterprise Fund (which has become known as the "Solid Waste Enterprise Fund") by resolution dated June 4, 1996 to account for the revenues and expenditures associated with the daily operation of the landfill and transfer stations as well as the opening and closure of landfill cells; and

WHEREAS, it is the desire of the County Commissioners that revenues generated by the use of the Central Landfill and the County's household solid waste transfer stations be sufficient to cover all expenses related to the daily operation of the Central Landfill and transfer stations.

NOW, THEREFORE, BE IT RESOLVED that the County Commissioners of Worcester County, Maryland do hereby adopt the following Solid Waste budgets and fees for the year July 1, 2019 through June 30, 2020:

1. The Board of County Commissioners do hereby adopt a Solid Waste Enterprise Fund Expense Budget for Fiscal Year 2019/2020 in the amount of \$3,185,635 pursuant to FY 2019/2020 Solid Waste Enterprise Fund Budget stamped as approved the 18th day of June, 2019 and on file with the Worcester County Treasurer's Office which is incorporated herein and made a part hereof.
2. The Board of County Commissioners do hereby adopt, levy, and impose the following landfill fees for Fiscal Year 2019/2020:
 - a. The landfill tipping fee for Refuse shall be \$0.70 per 20 pounds as calculated by scales located at the Central Landfill, with a minimum charge of \$10.00, and shall be subject to all other provisions for said tipping fees established by Resolution of the County Commissioners dated February 11, 1992 and as amended by resolution dated June 16, 1992.
 - b. The landfill tipping fee for Dirt, Grit, Red Ash, Sludge, Stumps, and Yard Waste shall be \$0.80 per 20 pounds as calculated by scales located at the Central Landfill, with a minimum charge of \$10.00.
 - c. The landfill tipping fee for passenger car and truck tires by weight shall be \$2.25 per 20 pounds, with a minimum charge of \$10.00.
 - d. The landfill tipping fee for industrial and tractor tires by weight shall be \$6.00 per 20 pounds, with a minimum charge of \$10.00.
 - e. The landfill tipping fee for metals shall be \$0.25 per 20 pounds, with a minimum charge of \$10.00.
 - f. The landfill tipping fee for Construction Materials, Demolition Materials, and Concrete, which may only be disposed of at the Central Landfill, shall be \$0.80 per 20 pounds, with a minimum charge of \$10.00.
 - g. The landfill tipping fee for Asbestos, which may only be disposed of at the Central Landfill, shall be \$1.50 per 20 pounds, with a minimum charge of \$10.00.
 - h. Mulch can be purchased at the Central Landfill for \$20.00 per 3 cubic yard bucket.
 - i. Passenger car tires may be disposed of at the Central Landfill for the fee of \$3.00 per tire and \$5.00 per tire on rim. Any tire disposed of on the landfill will be at a charge of \$20.00 per tire.
 - j. Truck tires may be disposed of at the Central Landfill for the fee of \$10.00 per tire. Any tire disposed of on the landfill will be at a charge of \$20.00 per tire.
 - k. House trailers may be disposed of at the Central Landfill for the fee of \$1,000.00 per trailer.
 - l. Boats may be disposed of at the Central Landfill for the fee of \$0.80 per 20 pounds.
 - m. The annual license fee for any commercial hauler shall be \$25.00 for each vehicle used by

DRAFT

said hauler to transport solid waste to the Central Landfill, and shall be subject to all other provisions for said licenses established by Resolution of the County Commissioners dated February 25, 1992.

- n. The license fee for any Worcester County local government commercial hauler shall be \$15.00 for each vehicle used by said hauler to transport solid waste to the Central Landfill. The license will not expire until the vehicle is sold or disposed. The license fee shall be subject to all other provisions for said licenses established by Resolution of the County Commissioners dated February 25, 1992.
 - o. Fees for use of the County’s homeowner convenience stations shall be either:
 - (1) An annual permit fee for unlimited use of the County’s homeowner convenience stations by a single household shall be \$100.00 for the first two vehicles, and \$100.00 for the third and additional vehicles, and shall be subject to all other provisions for said permits established by Resolution of the County Commissioners dated June 16, 1992; or
 - (2) A Pay-As-You-Throw fee of \$1.00 for each 33-gallon bag disposed at any homeowner convenience station in Worcester County.
 - p. To encourage recycling within the incorporated municipalities of Worcester County, a rebate of 1% will be given for each 1% of recycled materials from the municipality, with a maximum rebate of 15%. Rebates will be refunded to the municipalities quarterly.
3. The Board of County Commissioners do hereby establish late fees and interest rates for delinquent accounts as follows:
 - a. Accounts that are delinquent over 30 days from the date of billing shall be assessed a 1% per month interest charge.
 4. All other fees or charges not enumerated above shall be at such amounts and rates as are currently in force or as shall be amended by resolution of the County Commissioners at which time such amended amounts and rates shall be effective.

AND, BE IT FURTHER RESOLVED that this Resolution shall take effect on July 1, 2019.

PASSED AND ADOPTED this _____ day of _____, 2019.

ATTEST:

Harold L. Higgins
Chief Administrative Officer

COUNTY COMMISSIONERS OF
WORCESTER COUNTY, MARYLAND

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

**Notice of Public Hearing
Worcester County
Solid Waste Enterprise Fund
FY 2019/2020 Requested Operating Budget**

The Worcester County Commissioners will conduct a public hearing to receive comments on the proposed FY 2019/2020 Solid Waste Enterprise Fund Operating Budget as requested by the Worcester County Department of Public Works, Solid Waste Division on:

**Tuesday, June 4, 2019
at 10:40 a.m.**
in the County Commissioners' Meeting Room
Room 1101 Government Center - One West Market Street
Snow Hill, Maryland 21863

The Proposed Budget maintains the current solid waste tipping fees of \$70 per ton for municipal waste and \$80 per ton for construction and demolition debris. The homeowner convenience center permits will remain at \$100 for the first two vehicles, and \$100 for the third and additional vehicles within each household. As an option for homeowners, the "Pay-As-You-Throw" system will remain at a cost of \$1 per bag for each 33-gallon bag disposed at any homeowner convenience center. Copies of the detailed budget are available for public inspection at the Worcester County Government Center Rooms 1103 and 1105, One West Market Street, Snow Hill, Maryland 21863 or online at www.co.worcester.md.us.

WORCESTER COUNTY
2019/2020 REQUESTED OPERATING BUDGET

SOLID WASTE ENTERPRISE FUND

Personnel Services	\$2,340,970
Supplies & Materials	\$59,041
Maintenance & Services	\$1,154,500
Other Charges	\$706,313
Debt Service	\$296,500
Interfund Charges	\$(1,839,008)
Capital Equipment	<u>\$200,000</u>
TOTAL REQUESTED EXPENDITURES	\$2,918,316
Tipping Fees	\$3,535,000
Permits	\$6,000
Interest and Penalties	\$2,500
Other Revenue	\$255,500
Transfer to Reserves	<u>\$(880,684)</u>
TOTAL ESTIMATED REVENUES	\$2,918,316

For additional information, contact the Worcester County Treasurer's Office
at 410-632-0686, ext. 1217.

WORCESTER COUNTY
Solid Waste Services
Enterprise Funds

	2018/19 Budget	2019/20 Request	(\$) Variance	(%) Variance
Revenue				
Tipping Fees	3,285,000	3,535,000	250,000	7.61%
Permits	355,000	6,000	(349,000)	-98.31%
Recycling	183,200	-	(183,200)	-100.00%
Interest & Penalties	6,600	2,500	(4,100)	-62.12%
Other Revenue	225,000	255,500	30,500	13.56%
Transfer from GF- Recycling	1,033,339	-	(1,033,339)	-100.00%
Transfer from GF- Con. Cen.	664,984	-	(664,984)	-100.00%
Transfer (to)/from Reserves	268,538	(880,684)	(1,149,222)	-427.96%
	6,021,661	2,918,316	(3,103,345)	-51.54%

Expenditures				
Personnel Services	2,342,258	2,340,970	(1,288)	-0.05%
Supplies & Materials	64,090	59,041	(5,049)	-7.88%
Maintenance & Services	1,121,000	1,154,500	33,500	2.99%
Other Charges/Lease Pay	763,013	706,313	(56,700)	-7.43%
Debt Service	190,000	296,500	106,500	56.05%
Interfund Charges	292,300	(1,839,008)	(2,131,308)	-729.15%
Capital Equipment	249,000	200,000	(49,000)	-19.68%
Depreciation	1,000,000	-	(1,000,000)	-100.00%
	6,021,661	2,918,316	(3,103,345)	-51.54%

Tipping Rates:

	Current	Proposed
Refuse	70	70 per ton
Dirt, Grit, Red Ash, Sludge, Stumps, and Yard Waste	80	80 per ton
Construction/Deomolition, Concrete, Boats	80	80 per ton
Asbestos	150	150 per ton
"Clean" concrete	Free	Free per ton
House Trailers	1,000	1,000 each
Metal	25	25 per ton
Tires		
Industrial/Tractor	600	600 per ton
Truck	10	10 each
Car	2	3 each
Car on rim	-	5 each
Car - large volume	175	225 per ton
Disposed of on landfill	20	20 each

Other:

Convenience Center Permit	100	100 household
2nd vehicle	Free	Free household
3rd vehicle	100	100 household
Pay As You Throw per 33 gallon bag	1	1 /bag
Commercial Permit	25	25 per vehicle
Commercial Permit- local government	15	15 per vehicle
Mulch purchase	20	20 per bucket

TEL: 410-632-1194
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OFFICE OF THE
COUNTY COMMISSIONERS

Worcester County

GOVERNMENT CENTER
ONE WEST MARKET STREET • ROOM 1103

SNOW HILL, MARYLAND

21863-1195

June 12, 2019

TO: Worcester County Commissioners
FROM: Kelly Shannahan, Assistant Chief Administrative Officer *KS*
SUBJECT: Draft Enterprise Fund Budget Adoption Resolution
Liquor Control Enterprise Fund - FY20

Attached for your review and approval is a draft copy of the resolution adopting the Department of Liquor Control Enterprise Fund Budget for July 1, 2019 through June 30, 2020 (FY20) as conceptually approved following your public hearing on June 4, 2019.

If you should have any questions or concerns regarding this matter, please feel free to contact me.

**RESOLUTION ADOPTING WORCESTER COUNTY
DEPARTMENT OF LIQUOR CONTROL ENTERPRISE FUND BUDGET
FOR JULY 1, 2019 THROUGH JUNE 30, 2020**

WHEREAS, Section 15-201(a)(3) of Article 2B of the Annotated Code of Maryland created the Worcester County Department of Liquor Control effective July 1, 2011 to succeed the Worcester County Liquor Control Board for the purchase and sale of alcoholic beverages in Worcester County, Maryland; and

WHEREAS, effective July 1, 2011, Worcester County assumed the assets and liabilities of the former Worcester County Liquor Control Board and thereafter Worcester County owned or leased and operated facilities for the distribution and sale of alcoholic beverages in Worcester County, Maryland; and

WHEREAS, Worcester County is in the process of liquidating all of the aforementioned owned or leased facilities, however the sale of the Pocomoke Shore Spirits retail store is pending and therefore continues to be operated by Worcester County pending settlement; and

WHEREAS, the Worcester County Commissioners established a Worcester County Liquor Control Enterprise Fund (which has become known as the “Liquor Control Enterprise Fund”) by resolution dated June 21, 2011 to account for the revenues and expenditures associated with the daily operation of the dispensary and retail stores; and

WHEREAS, it is the desire of the County Commissioners that revenues generated by the retail sale of alcoholic beverages by the Worcester County Department of Liquor Control be sufficient to cover all expenses related to the daily operation of the Pocomoke Shore Spirits retail store and to generate additional revenues as determined by the County Commissioners for distribution to the General Fund of the County and to the Town of Pocomoke City in accordance with State Law.

NOW, THEREFORE, BE IT RESOLVED that the County Commissioners of Worcester County, Maryland do hereby adopt the following Liquor Control Enterprise Fund budget for the year July 1, 2019 through June 30, 2020:

**WORCESTER COUNTY
2019/2020 OPERATING BUDGET
LIQUOR CONTROL ENTERPRISE FUND**

EXPENDITURES

Personnel Services	\$166,648
Supplies & Materials	\$14,200
Cost of Goods Sold	\$622,200
Maintenance & Services	\$62,140
Other Charges	\$2,500
Payout of Net Income (Loss) to County and Pocomoke City	\$33,212
Interfund Charges	<u>\$14,100</u>
 TOTAL EXPENDITURES	 \$915,000

REVENUES

Sales - Retail	<u>\$915,000</u>
 TOTAL REVENUES	 \$915,000

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AND, BE IT FURTHER RESOLVED that this Resolution shall take effect on July 1, 2019.

PASSED AND ADOPTED this _____ day of _____, 2019.

ATTEST:

COUNTY COMMISSIONERS OF
WORCESTER COUNTY, MARYLAND

Harold L. Higgins
Chief Administrative Officer

Diana Purnell, President

Joseph M. Mitrecic, Vice President

Anthony W. Bertino, Jr.

Madison J. Bunting, Jr.

James C. Church

Theodore J. Elder

Joshua C. Nordstrom

DRAFT

**Notice of Public Hearing
Worcester County
Liquor Control Enterprise Fund
FY 2019/2020 Requested Operating Budget**

The Worcester County Commissioners will conduct a public hearing to receive comments on the proposed FY 2019/2020 Liquor Control Enterprise Fund Operating Budget as requested by the Worcester County Liquor Control Department on:

**Tuesday, June 4, 2019
at 10:40 a.m.**

in the
County Commissioners' Meeting Room
Room 1101 Government Center
One West Market Street
Snow Hill, Maryland 21863

Copies of the detailed budget are available for public inspection at the Worcester County Government Center Rooms 1103 and 1105, One West Market Street, Snow Hill, Maryland 21863 or online at www.co.worcester.md.us.

WORCESTER COUNTY
2019/2020 REQUESTED OPERATING BUDGET

LIQUOR CONTROL ENTERPRISE FUND

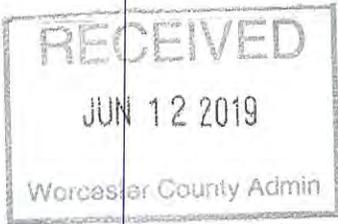
Personnel Services	\$163,360
Supplies & Materials	\$14,200
Cost of Goods Sold	\$622,200
Maintenance & Services	\$62,140
Other Charges	\$5,500
Payout of Net Income (Loss) to County and Pocomoke City	\$33,500
Interfund Charges	<u>\$14,100</u>
 TOTAL REQUESTED EXPENDITURES	 \$915,000
 Sales - Retail	 <u>\$915,000</u>
 TOTAL ESTIMATED REVENUES	 \$915,000

For additional information, contact the Worcester County Treasurer's Office
at 410-632-0686, ext. 1217.

WORCESTER COUNTY

Liquor Control Enterprise Funds

	2018/19 Budget	2019/20 Request	(\$) Variance	(%) Variance
Revenue				
Liquor Sales - Retail	915,000	915,000	-	0.00%
	<u>915,000</u>	<u>915,000</u>	-	0.00%
Expenditures				
Cost of Goods Sold	622,200	622,200	-	0.00%
Personnel Services	201,000	163,360	(37,640)	-18.73%
Supplies & Materials	14,200	14,200	-	0.00%
Maintenance & Services	59,250	62,140	2,890	4.88%
Other Charges	2,500	5,500	3,000	120.00%
Interfund Charges	13,250	14,100	850	6.42%
Payout of profits/(losses)	2,600	33,500	30,900	1188.46%
	<u>915,000</u>	<u>915,000</u>	-	0.00%



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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

TO: Harold L. Higgins, Chief Administrative Officer
FROM: John H. Tustin, P.E., Director of Public Works
John S. Ross, P.E., Deputy Director
DATE: June 10, 2019
SUBJECT: Landings Sanitary Service Area
Continued Budget Problems

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

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During the 2018/2019 budget discussion with the County Commissioners, staff discussed the continuing financial challenges in the Landings Sanitary Service Area. Growth in the Service Area has essentially stopped, the wastewater treatment serving that area is an expensive facility to operate and there are no real possibilities for future expansion within this small service area. The Commissioners asked for staff to look at possible solutions to this financial problem. The following describes some findings and recommendations.

The Landings Service Area is served by a 100,000 gallon per day (gpd) wastewater treatment plant discharging to shallow injection wells on the treatment plant site. This represents a potential for wastewater service to 400 EDUs of development. The capacity is divided between 311 EDUs for the residential development of the Bayside Community, 3 to properties on the outskirts of Bayside, 56 EDUS reserved for residents on Lewis Road with 8 returned by the restaurant 4 of which are available for assignment and 30 EDUs that were unallocated and 29 of those have since been assigned to serve properties in the Snug Harbor Area, 1 is still available. To date, approximately 116 of the Bayside EDUs have been placed into service, we are pursuing funding to complete the work on Lewis Road and 4 of the 30 EDUs unallocated EDUs are in service and active. The 120 active EDUs represent 30% of the total plant capacity and there have been no homes built in the Bayside Community since 2012.

The wastewater treatment plant uses a membrane bioreactor process, the same as the Riddle Farm Plant (280,000 gpd, 986 EDUs) and the Mystic Harbour Plant (450,000 gpd, 1,666 EDUs). Membrane Bioreactor wastewater treatment plants have the ability to produce extremely high quality effluent using membrane filtration in conjunction with proven biological processes. Operations must be closely controlled using computerized process controls to assist qualified operators in adjusting the process based on influent flow conditions.

To produce high quality effluent, these plants require significant amounts of energy to pass flow through the membranes as well as highly qualified operators to be sure the biological process is running as designed. Membranes must be cleaned on a regular basis and every 8 to 10 years, membranes need to be replaced. Automatic valves are used to maximize membrane effectiveness and extend their run times.

The financial problems at the Landings facility are caused by a number of conditions:

- The service area is relatively small and only a small percentage of the lots have been developed and are active customers
- The treatment plant is expensive to operate
- The effluent disposal wells require constant cleaning to be efficient
- There are no plans for expansion or more development in the service area

There are few opportunities to reduce expenses and in order to meet expenses, a rate increase in the order of 40% would be required to balance the budget in this service area.

There are no long term solutions that are viable to correct the financial shortcomings in this service area without a change in the development climate. Combining service areas to create operational efficiencies could help a number of our smaller service areas but could cause a public outcry.

Looking at a more short-term solution, staff has discussed to possibility of an extended mothballing of the Landings Plant. This option was made possible by the recent completion of the sewage force main from Frontier Town.

In this scenario, the Landings Wastewater Treatment Plant would be shut down for some extended period of time, possibly up to 5-years. Wastewater generated within the Landings Service Area would be pumped to the Mystic Harbour Treatment Plant for treatment and disposal. Landings would pay the Mystic Harbour Service Area a treatment charge for that service. The treatment charge was estimated at \$.02 per gallon of wastewater treated based on current treatment costs divided by treatment plant flow.

Attached is a financial evaluation of the impact of this action on both the Landings and Mystic Harbour budgets. In summary, the evaluation used the following assumptions:

- No reduction in manpower. Reductions in Landings personnel budget were offset by increases in Mystic Harbour personnel budget
- No Modification of the charges for service in either service area
- No modifications were made to any Interfund charges

The financial evaluation results showed a reduction in total expenses of approximately \$177,552 and almost total elimination of the deficit in the Landings Service Area.

The implementation cost for this change is estimated as follows:

Replacement of one (1) pump in Landing PS 1 - \$8,000
Replacement of one (1) pump reuse pump at the Landings WWTP - \$8,000
Tank cleaning and waste disposal - \$6,000

We must stress, this solution is only temporary while the Mystic Harbour Plant is capable of accepting this flow from Landings Service Area. As more customers are connected to the Mystic Harbour Facility, we will eventually return the Landings Wastewater to the Landings Plant. We have been told by the manufacturer that the membrane equipment can be mothballed for some period of time but they are not sure how long that might be.

We look forward to discussing this information at your convenience.

Attachment

cc: John S. Ross, P.E., Deputy Director
Jessica R. Wilson, CPA, Enterprise Fund Controller

Budget Worksheet Report

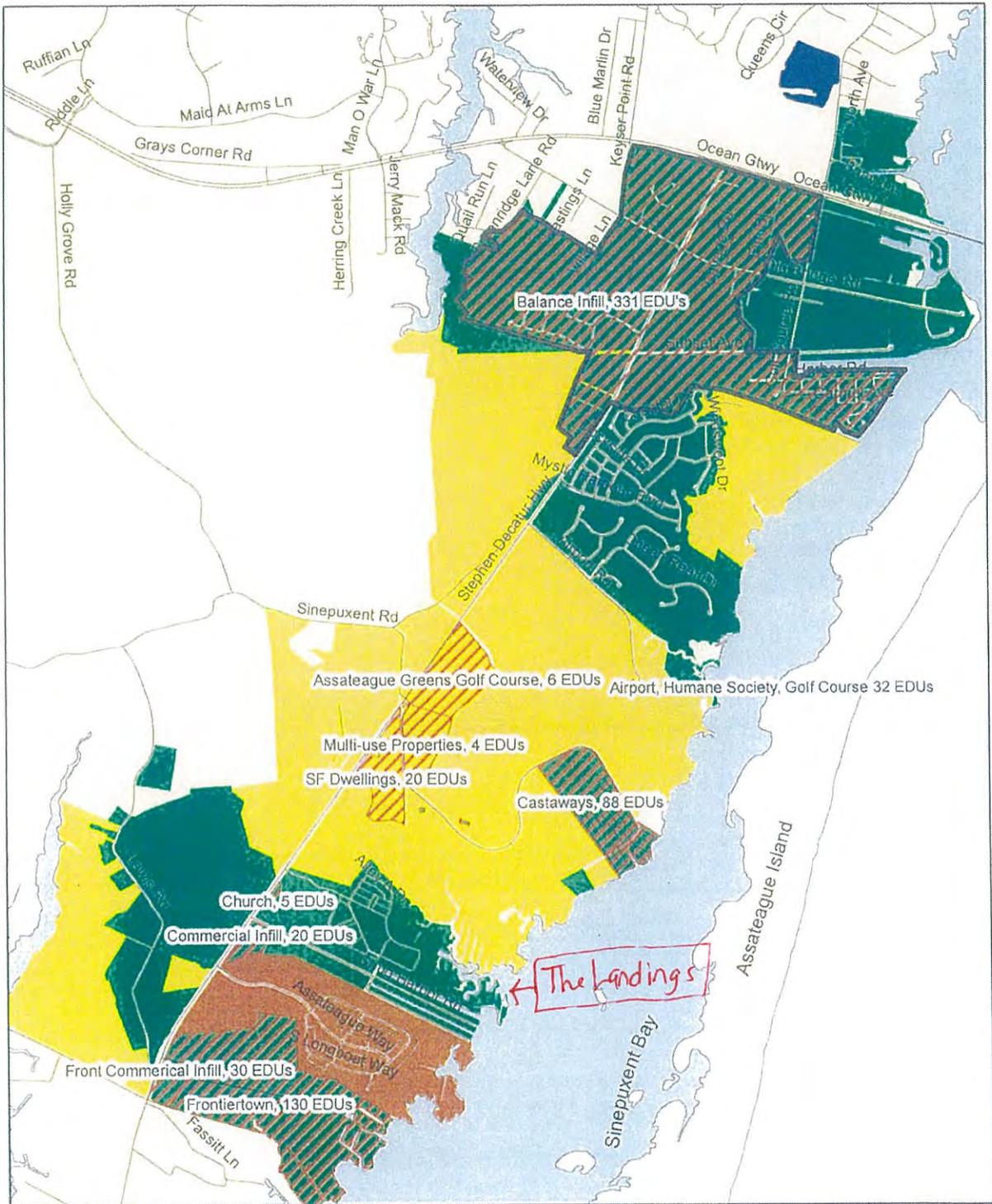
Account Number	Account Description	Mystic Harbour Original	Mystic Harbour Modified	Landings Original	Landings Modified	Original Total	Modified Total	Difference
REVENUES								
<i>CHG SVC - Charges for Services</i>								
5000.100	Domestic Water Service	287,725.00	287,725.00	35,620.00	35,620.00	323,345.00	323,345.00	-
5000.200	Domestic Water Usage	62,000.00	62,000.00	5,500.00	5,500.00	67,500.00	67,500.00	-
5005.100	Commercial Water Service	49,000.00	49,000.00			49,000.00	49,000.00	-
5005.200	Commercial Water Usage	47,810.00	47,810.00			47,810.00	47,810.00	-
5010.100	Domestic Sewer Service	362,000.00	362,000.00	79,400.00	79,400.00	441,400.00	441,400.00	-
5010.200	Domestic Sewer Usage	61,000.00	61,000.00	10,500.00	10,500.00	71,500.00	71,500.00	-
5015.100	Commercial Sewer Service	34,000.00	34,000.00			34,000.00	34,000.00	-
5015.200	Commercial Sewer Usage	118,000.00	118,000.00			118,000.00	118,000.00	-
5020.100	Additional Assessments Water Accessibility	65,000.00	65,000.00	182,160.00	182,160.00	247,160.00	247,160.00	-
5020.200	Additional Assessments Sewer Accessibility	79,500.00	79,500.00			79,500.00	79,500.00	-
5040	Hook-Ups	30,000.00	30,000.00			30,000.00	30,000.00	-
5825	Future Capital Development Reven					0.00		-
<i>Account Classification Total: CHG SVC - Charges for Services</i>		1,196,035.00	1,196,035.00	313,180.00	313,180.00	1,509,215.00	1,509,215.00	-
<i>INT/PEN - Interest & Penalties</i>								
4700	Interest On Investments	-	-	-	-	-	-	-
4710	Penalty/Fees	15,000.00	15,000.00	5,000.00	5,000.00	20,000.00	20,000.00	-
<i>Account Classification Total: INT/PEN - Interest & Penalties</i>		15,000.00	15,000.00	5,000.00	5,000.00	20,000.00	20,000.00	-
<i>OTH REV - Other Revenue</i>								
5042	Equity Contribution	-	-	-	-	-	-	-
5850	Other Revenue	-	135,000.00	-	-	-	135,000.00	135,000.00
<i>Account Classification Total: OTH REV - Other Revenue</i>		-	135,000.00	-	-	-	135,000.00	135,000.00
<i>TRNS IN - Transfers In</i>								
5975.100	Transfers From (To) Reserve	218,365.00	155,513.00	120,308.00	5,608.00	338,673.00	161,121.00	(177,552.00)
5975.200	Transfers From Other Funds	-	-	-	-	-	-	-
<i>Account Classification Total: TRNS IN - Transfers In</i>		218,365.00	155,513.00	120,308.00	5,608.00	338,673.00	161,121.00	(177,552.00)
REVENUES Total		1,429,400.00	1,501,548.00	438,488.00	323,788.00	1,867,888.00	1,825,336.00	(42,552.00)
EXPENSES								
<i>PERS SVCS - Personnel Services</i>								
6000.100	Personnel Services Salaries	10,000.00	10,000.00	4,000.00	4,000.00	14,000.00	14,000.00	-
6000.200	Personnel Services Salaries-Support Group	244,413.00	294,413.00	102,853.00	52,853.00	347,266.00	347,266.00	-
6000.300	Personnel Services Salaries-Construction	19,138.00	19,138.00	2,595.00	2,595.00	21,733.00	21,733.00	-
6000.400	Personnel Services Overtime Pay	10,000.00	10,000.00	2,500.00	2,500.00	12,500.00	12,500.00	-
6010.100	Benefits Fica & Fringe Benefits	147,710.00	177,710.00	58,292.00	28,292.00	206,002.00	206,002.00	-
6010.900	Benefits OPEB contribution	20,550.00	24,550.00	8,222.00	4,222.00	28,772.00	28,772.00	-
<i>Account Classification Total: PERS SVCS - Personnel Services</i>		451,811.00	535,811.00	178,462.00	94,462.00	630,273.00	630,273.00	-
<i>SUPP & MAT - Supplies & Materials</i>								
6100.010	Administrative Expense Administrative Expenses	12,035.00	12,035.00	1,237.00	1,237.00	13,272.00	13,272.00	-
6110.060	Supplies & Equipment Chemicals	180,000.00	195,000.00	50,000.00	10,000.00	230,000.00	205,000.00	(25,000.00)
6110.090	Supplies & Equipment Computers & Printers			204.00	204.00	204.00	204.00	-
6110.340	Supplies & Equipment Safety Program Equipment	2,727.00	2,727.00	1,140.00	1,140.00	3,867.00	3,867.00	-
6110.390	Supplies & Equipment Small Equipment	1,500.00	1,500.00	0.00	0.00	1,500.00	1,500.00	-
6110.420	Supplies & Equipment Tools & Supplies	3,000.00	3,000.00	300.00	300.00	3,300.00	3,300.00	-
6150.050	Uniforms & Personal Equipment Uniforms	1,808.00	2,008.00	756.00	556.00	2,564.00	2,564.00	-
6200.010	Other Supplies & Materials Lab Testing	10,000.00	11,000.00	6,000.00	2,000.00	16,000.00	13,000.00	(3,000.00)

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Budget Worksheet Report

Account Number	Account Description	Mystic Harbour Original	Mystic Harbour Modified	Landings Original	Landings Modified	Original Total	Modified Total	Difference
6200.030	Other Supplies & Materials Testing Supplies	10,000.00	10,500.00	3,000.00	500.00	13,000.00	11,000.00	(2,000.00)
<i>Account Classification Total: SUPP & MAT - Supplies & Materials</i>		221,070.00	237,770.00	62,637.00	15,937.00	283,707.00	253,707.00	(30,000.00)
<i>MAINT & SVCS - Maintenance & Services</i>								
6500.010	Systems Maintenance Collection System Maintenance	37,000.00	37,000.00	2,000.00	2,000.00	39,000.00	39,000.00	-
6500.012	Systems Maintenance Grinder Pump					0.00	-	-
6500.020	Systems Maintenance Water Plant/System Maint	125,000.00	125,000.00	10,000.00	10,000.00	135,000.00	135,000.00	-
6500.030	Systems Maintenance Wastewater Treatment Plant Maint	79,000.00	85,000.00	78,000.00	10,000.00	157,000.00	95,000.00	(62,000.00)
6500.040	Systems Maintenance WWW Paving	2,000.00	2,000.00	500.00	500.00	2,500.00	2,500.00	-
6530.100	Consulting Services Professional Fees	2,573.00	2,573.00	270.00	270.00	2,843.00	2,843.00	-
6540.090	Vehicle Operating Expenses Vehicle/Equip - Support Group	52,521.00	52,521.00	21,960.00	21,960.00	74,481.00	74,481.00	-
6550.020	Building Site Expenses Buildings & Grounds Maintenance	10,000.00	10,000.00	3,000.00	3,000.00	13,000.00	13,000.00	-
6550.060	Building Site Expenses Electricity	200,000.00	220,000.00	60,000.00	10,000.00	260,000.00	230,000.00	(30,000.00)
6550.270	Building Site Expenses Telephone	7,000.00	7,000.00	2,000.00	2,000.00	9,000.00	9,000.00	-
6700.100	Other Maint. & Svcs Payment to Sewer Utility	50,000.00	50,000.00		135,000.00	50,000.00	185,000.00	135,000.00
6700.400	Other Maint. & Svcs State Waste Water Sludge Fees	1,000.00	1,000.00		-	1,000.00	1,000.00	-
6700.500	Other Maint. & Svcs Water & Wastewater Construction	9,038.00	9,038.00	1,549.00	1,549.00	10,587.00	10,587.00	-
6700.650	Other Maint. & Svcs Tipping Fees	4,000.00	4,500.00	1,000.00		5,000.00	4,500.00	(500.00)
<i>Account Classification Total: MAINT & SVCS - Maintenance & Services</i>		579,132.00	605,632.00	180,279.00	196,279.00	759,411.00	801,911.00	42,500.00
<i>OTHR CHGS - Other Charges</i>								
7000.060	Travel, Training & Expense Educational Training	2,396.00	2,396.00	1,002.00	1,002.00	3,398.00	3,398.00	-
7170.010	Benefits & Insurance Allowance for COLA	13,939.00	13,939.00	6,143.00	6,143.00	20,082.00	20,082.00	-
7170.100	Benefits & Insurance Property & Liability Insurance	16,500.00	16,500.00	2,000.00	2,000.00	18,500.00	18,500.00	-
<i>Account Classification Total: OTHR CHGS - Other Charges</i>		32,835.00	32,835.00	9,145.00	9,145.00	41,980.00	41,980.00	-
<i>INTFND CHGS - Interfund Charges</i>								
8010.030	Interfund Treasurer's Support - Salary	19,500.00	19,500.00	2,080.00	2,080.00	21,580.00	21,580.00	-
8010.040	Interfund Treasurer's Support - Fringe	8,750.00	8,750.00	930.00	930.00	9,680.00	9,680.00	-
8010.050	Interfund Public Works & Admin - Benefits	19,000.00	19,000.00	1,535.00	1,535.00	20,535.00	20,535.00	-
8010.060	Interfund Public Works & Admin - Salaries	42,250.00	42,250.00	3,420.00	3,420.00	45,670.00	45,670.00	-
<i>Account Classification Total: INTFND CHGS - Interfund Charges</i>		89,500.00	89,500.00	7,965.00	7,965.00	97,465.00	97,465.00	-
<i>CAP EQ - Capital Equipment</i>								
9100.010	Depreciation Expense							-
<i>Account Classification Total: CAP EQ - Capital Equipment</i>								
EXPENSES Total		1,374,348.00	1,501,548.00	438,488.00	323,788.00	1,812,836.00	1,825,336.00	12,500.00

Rev 1,501,548.00 323,788.00
 Exp 1,501,548.00 323,788.00



Mystic Harbour Sewer Planning Area
 New Mystic Capacity--666 EDU's
 Prepared by the Worcester County
 Department of Environmental Programs
 June 2015

TEL: 410-632-1194
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E-MAIL: admin@co.worcester.md.us
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HAROLD L. HIGGINS, CPA
CHIEF ADMINISTRATIVE OFFICER
MAUREEN F.L. HOWARTH
COUNTY ATTORNEY

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

OFFICE OF THE
COUNTY COMMISSIONERS

Worcester County

GOVERNMENT CENTER
ONE WEST MARKET STREET • ROOM 1103

SNOW HILL, MARYLAND

21863-1195

June 6, 2019

TO: Worcester County Commissioners
FROM: Kelly Shannahan, Assistant Chief Administrative Officer *kl.*
On Behalf Of Worcester County Sewer Committee
SUBJECT: Proposed Resolution Establishing Standard Sewer Flow Calculations

At the Worcester County Sewer Committee meeting earlier today, the Committee reviewed and recommended adoption of the attached draft resolution establishing standard flow calculations for determining required capacity to serve residential and non-residential land uses to be served by public sewer systems in Worcester County, Maryland. As stated in the draft resolution, standard flow calculations for proposed developments will assist the County in definitively determining the number of Equivalent Dwelling Units (EDUs) required to serve proposed development and ensures that the sale and allocation of EDUs will not exceed the rated capacity of the wastewater treatment plant serving each community. As you will see, the resolution includes a formal policy as well as a Table of Standard Sewer Flow Calculations in Worcester County, Maryland. This resolution will provide staff with approved flow calculations which are primarily based on State guidelines but also reflect local experience of actual flows generated by similar existing land uses in Worcester County and other nearby jurisdictions. As new data is collected on actual flows, we anticipate that these Standard Sewer Flow Calculations in Worcester County, Maryland can be periodically updated by the County Commissioners to more accurately reflect the projected sewer capacity required to serve all types of development.

The Sewer Committee requests your review and approval of this resolution at your next meeting. In the meantime, if you should have any questions or concerns, please feel free to contact me.

cc: Sewer Committee

RESOLUTION ESTABLISHING STANDARD SEWER FLOW CALCULATIONS FOR DETERMINING REQUIRED CAPACITY TO SERVE RESIDENTIAL AND NON-RESIDENTIAL LAND USES TO BE SERVED BY PUBLIC SEWER SYSTEMS IN WORCESTER COUNTY, MARYLAND

WHEREAS, the County Commissioners of Worcester County, Maryland (the Commissioners) have determined that it is desirable to provide for adequate water and sewage capacity for the residents of the County and to allocate water and sewage capacity among current and future developments in a fair and equitable manner in its effort to maintain water and sewerage allocation availability to the community; and

WHEREAS, Title 9, Subtitle 5, of the Environment Article of the Annotated Code of Maryland, enables County comprehensive water and sewerage plans to provide for the orderly expansion of community and multi-use water supply and sewerage system in a manner consistent with applicable County and local comprehensive plans, and the statutory authority and regulatory requirements, as codified in the Code of Maryland Regulations (COMAR) 26.03.03, as from time to time amended, provides the basis for the establishment of allocation policies for water supply and sewerage services; and

WHEREAS, the Commissioners have determined the treatment capacity necessary to serve a single-family residential dwelling unit in each Sanitary Service Area on an Equivalent Dwelling Unit (EDU) basis whereby each EDU is currently projected to generate a flow of 300 (three hundred) gallons per day (gpd) per EDU; and

WHEREAS, standard sewer flow calculations for proposed residential and non-residential developments assist the County in determining the number of EDUs required to serve the proposed development and ensure that the sale and allocation of EDUs will not exceed the rated capacity of the wastewater treatment plant serving the proposed development; and

WHEREAS, the Commissioners, as the governing body of the Sanitary Service Areas of Worcester County, have determined that the flows for certain specific uses as reflected in Tables I-IV of the Design Guidelines for Wastewater Facilities document authored by the Maryland Department of the Environment (MDE), closely resemble the discharge produced by specific land uses in Worcester County, subject to local amendments; and

WHEREAS, the Commissioners have determined it necessary and appropriate to amend these flow tables to reflect local conditions including referencing established design flows for various land uses in other Maryland jurisdictions, and local experience of actual flows generated by similar existing land uses in Worcester County in order to establish the Standard Sewer Flow Calculations in Worcester County, Maryland;

NOW, THEREFORE, BE IT RESOLVED by the County Commissioners of Worcester County, Maryland that the following Policy which includes the attached Standard Sewer Flow Calculations in Worcester County, Maryland is hereby adopted by the Commissioners and shall guide the sale and allocation of EDUs so as not to exceed the rated capacity of the wastewater treatment plant serving the proposed development.

1. CALCULATION OF REQUIRED EDUs

- A. The water and sewer allocation for a single family residential unit shall require one EDU.
- B. For non-residential units, the number of EDU's required for a project shall be based on the specific use and scope as determined and approved by County staff, in accordance with the provisions of this Resolution.
- C. Unless otherwise provided in this Resolution, the calculation of the number of EDUs required for a project shall be based on the Standard Sewer Flow Calculations in Worcester County, Maryland (Flow Table) attached hereto as Attachment A.
- D. The calculation of the required EDU's shall result in a whole number. Calculations resulting in a fraction shall be rounded up to the next whole number.
- E. If a project or use is not adequately addressed in the Flow Table, County staff from the Departments of Environmental Programs, Public Works, and the Treasurer's Office shall collectively review the use and estimate the capacity required based on available data from MDE, neighboring jurisdictions, local experience, or other similar sources which staff determines to be reputable and acceptable.
 - i. Following the EDU calculation by staff, the County shall monitor water consumption as an indication of actual sewer flow for a period of twenty-four months following completion of the project, connection to County sanitary services, and commencement of operations. If the observed peak flow exceeds the established EDUs allocated to the property, the property owner shall be required to purchase additional sanitary capacity to reflect the actual peak flow in excess of the previously allocated number of EDUs. There shall be no lowering of the initial EDU calculation

2. PROCEDURE

The initial determination of required EDUs will be made by the Department of Environmental Programs in their review of either a permit for construction of improvements or in conjunction with site plan review. Requirements will be determined utilizing the attached Flow Table and recorded by the department on a Flow Calculation Worksheet to be distributed to the Worcester County Sewer Committee and placed in the property/project file. No County building permit shall be issued for the project until the required EDUs have been purchased.

3. RECORD-KEEPING AND DOCUMENTATION

The Department of Environmental Programs shall maintain Flow Calculation Worksheet showing the calculations and project title which shall be maintained in the property/project file. These records shall also include any special determinations and decisions reached for flows not specifically listed in the attached Flow Table.

4. **AMENDMENTS TO THE FLOW TABLE**

The Commissioners reserve the right to periodically review the Flow Table to determine if additions or modifications are necessary. Such additions or modifications shall be adopted by resolution of the Commissioners and shall be in effect for future developments thereafter, but shall not apply to any allocations for existing development.

5. **NATURE OF ALLOCATION**

Nothing herein or action taken hereunder shall constitute a commitment for sewer service by the County which shall at all times be subject to the available capacity and conditions at the time of application for service.

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

PASSED AND ADOPTED this _____ day of _____, 2019.

ATTEST:

COUNTY COMMISSIONERS OF
WORCESTER COUNTY, MARYLAND

Harold L. Higgins
Chief Administrative Officer

Diana Purnell, President

Joseph M. Mitrecic, Vice President

Anthony W. Bertino, Jr.

Madison J. Bunting, Jr.

James C. Church

Theodore J. Elder

Joshua C. Nordstrom

Table A	
Flow Projection Based Upon Gallons Per Day (gpd) Per Person	
Type of Establishment	Gallons Per Day (gpd) Per Person
	(Unless otherwise noted)
Airports (per passenger + 15 gpd per employee)	5
Auditorium or Assembly Hall (per seat)	3
Bathhouses and swimming pools	15
Boarding houses (per room)	100
Camps: Campground with central comfort stations	35
Camps: With flush toilets, no showers	25
Camps: Day camps (no meals served)	15
Camps: Resort camps (night and day) with limited plumbing	50
Camps: Luxury camps	100
Country clubs (based on rated capacity)	50
Church (per seat)	3
- Church with private kitchen (per seat)	5
- Church with commercial kitchen (per seat)	15
Daycare (per student and teacher)	15
Factories (gallons per person, per shift, exclusive of industrial wastes)	25
Golf Course - 18 holes with limited service snack bar	3,500
Golf Course - 9 holes with limited service snack bar	1,500
Hospitals (per bed space)	350
Institutions other than hospitals (per bed space)	130
Marina pump out (per slip)	35
Mobile home parks (1 EDU per space)	300
Motels (per room)	125
Picnic Parks (toilet wastes only) (per picnicker)	5
Picnic Parks with bathhouses, showers and flush toilets (per picnicker)	10
Schools: Boarding	100
Schools: Day, without gyms, cafeterias or showers	15
Schools: Day, with gyms, cafeterias and showers	30
Schools: Day, with cafeterias, but without gyms or showers	20
Stable, Commercial Riding (per horse)	8
Swimming pool Club House/Bath House	20
Tasting Room - for winery, brewery - no food service - (minimum)	400
Theaters: Indoor (per auditorium seat)	3
Theaters: Drive-in (per car space)	5
Travel Trailer Parks (transient or seasonal) - no sewer hook-ups (per space)	85
Travel Trailer Parks (transient or seasonal) - with sewer hook-ups (per space)	100
Footnote: Number of persons is calculated by the occupant load as determined by the County Building Code.	

Table B	
Flow Projections for Commercial Establishments	
Public Service Buildings or Other Uses	
Type of Establishment	Projected Flow by Area
Accupuncture/massage	Gross Sq. Ft. x 0.10 = gpd
Amusement Park	Gross Sq. Ft. of site x 0.008 = gpd
Arcades	Gross Sq. Ft. x 0.10 = gpd
Banks	Gross Sq. Ft. x 0.05 = gpd
Barber Shops	Gross Sq. Ft. x 0.20 = gpd
Beauty Salons	Gross Sq. Ft. x 0.35 = gpd
Car Wash with Wastewater Recirculation Equipment	Gross Sq. Ft. x 0.55 = gpd
Car Wash without Wastewater Recirculation Equipment	Gross Sq. Ft. x 4.90 = gpd
Conference Room/Meeting Room	Gross Sq. Ft. x 0.50 = gpd
Contractor's Shop	Gross Sq. Ft. x 0.04 = gpd
Convenience Store	Gross Sq. Ft. x 0.05 = gpd
Day Spa	Gross Sq. Ft. x 0.35 = gpd
Department Store with Lunch Counter	Gross Sq. Ft. x 0.08 = gpd
Drug Stores (with pharmacy, no food served)	Gross Sq. Ft. x 0.13 = gpd
Dry Goods Stores	Gross Sq. Ft. x 0.05 = gpd
Funeral Homes	Gross Sq. Ft. x 0.45 = gpd
Gym - with Showers	Gross Sq. Ft. x 0.20 = gpd
Gym - no Showers	Gross Sq. Ft. x 0.10 = gpd
Hotels and Motels	Gross Sq. Ft. x 0.25 = gpd
Laundries & Cleaners	Gross Sq. Ft. x 0.31 = gpd
Laundromats	Gross Sq. Ft. x 3.68 = gpd
Medical Dialysis Centers	Gross Sq. Ft. x 1.00 = gpd
Medical Office Buildings - offices only	Gross Sq. Ft. x 0.10 = gpd
Medical Surgery Centers	Gross Sq. Ft. x 0.60 = gpd
Office Buildings	Gross Sq. Ft. x 0.09 = gpd
Swimming pools: 3 to 5-feet deep	Gross Sq. Ft. x 0.83 = gpd
Swimming pools: greater than 5-feet deep	Gross Sq. Ft. x 0.67 = gpd
Retail Stores	Gross Sq. Ft. x 0.05 = gpd
Restaurants, Bars and Lounges	Gross Sq. Ft. x 1.00 = gpd
- Restaurants - Carry-out only	Gross Sq. Ft. x 0.50 = gpd
Service Stations	Gross Sq. Ft. x 0.18 = gpd
Shopping Centers	Gross Sq. Ft. x 0.18 = gpd
Supermarkets	Gross Sq. Ft. x 0.20 = gpd
Warehouses	Gross Sq. Ft. x 0.03 = gpd

Table C	
Flow Projection for Country Clubs	
Type of Fixture	Gallons Per Day
Baths	300
Showers	500
Sinks	50
Toilets	150
Urinals	100

Table D	
Flow Projection for Public Parks	
(During hours when park is open)	
Type of Fixture	Gallons Per Day (gpd) Per Fixture
Faucets	15
Flush toilets	35
Showers	100
Urinals	10

Adapted from flow tables provided in "MDE Guidance Document, Wastewater Capacity Management Plans, 2006" with local amendments, from "Design Guidelines for Wastewater Facilities," Maryland Department of the Environment – Engineering and Capital Projects Program, 2012 and "Design Guidelines for Sewerage Facilities; Technical Bulletin M-DHMH-EHA-S-001," Environmental Health Administration, Department of Health and Mental Hygiene, State of Maryland, 1978 Edition.

EDU Allocation Worksheet



Project:
 Tax Map:
 Parcel:
 Lot:

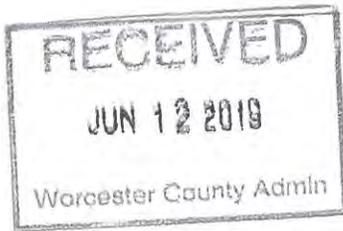
Use Description	Allocation Rate	Estimated Quantity (sf)	EDU Flow per Gal	EDU Total
<u>Common uses:</u>				
General Office	0.09	0.00	300	0
Retail	0.05	0.00	300	0
Contractors Shops	0.04	0.00	300	0
Medical and Dental Offices	0.10	0.00	300	0
Carry Out (non-public food prep area)	0.50	0.00	300	0
Restaurants	1.00	0.00	300	0
Additional use (not listed above)	0.00	0.00	300	0
Total EDU Projection				0

Notes:

1. Enter building size or # of seats in quantity.

Add to
 17

Attachment B



18

Worcester County
Department of Environmental Programs

Memorandum

To: Harold L. Higgins, Chief Administrative Officer

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

Subject: Requested Fee Changes
Department of Environmental Programs

Date: June 11, 2019

The Department of Environmental Programs has found it necessary to update our existing fee schedule. As I mentioned in this years' budget memo and detailed in our budget deliberations, we would be seeking some fee adjustments/realignments with an amended fee resolution.

To start, we only have one (1) material change for the Environmental Program Division with the addition of a Water/Sewer Verification Fee required for review on building permits requiring signoff by the division. This would be a nominal inclusion of a \$20.00 permit fee for this review.

Rationale: As the Local Approving Authority for water and sewer, this division is one of a number of agencies that signs building permits. The examinations required to provide this review and signoff involve certifying existing sewage disposal and water supply systems as capable of meeting the sanitary demand as applied for in the permit. These examinations can involve more than typical review time, require communications with contractors and homeowners, and could involve a site visit to confirm conditions.

Mr. Bradford has detailed the changes for the Natural Resources Division in the attached memorandum, with the rationale for each of the requested updates detailed. These revisions are necessary to adjust those fees and effectively cover staff and resource time in the provision of those services to our customers.

Should the County Commissioners see fit to approve the modifications to the fee schedule as requested, I have taken the liberty of attaching herewith a draft markup of Resolution No. 16-12, reflecting the requested changes. We are respectfully recommending that the County

Citizens and Government Working Together

Commissioners consider approving the requested fee modifications and changes to the fee resolution as presented.

As always, David and I will be available to discuss the matter with you and the County Commissioners at your convenience.

Attachments

cc: David Bradford/Deputy Director



DEPARTMENT OF
ENVIRONMENTAL PROGRAMS

Worcester County

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

LAND PRESERVATION PROGRAMS
STORMWATER MANAGEMENT
SEDIMENT AND EROSION CONTROL
SHORELINE CONSTRUCTION
CRITICAL AREA PROGRAMS
FOREST CONSERVATION

WELL & SEPTIC
WATER & SEWER PLANNING
PLUMBING & GAS
COMMUNITY HYGIENE
AGRICULTURAL PRESERVATION
ADVISORY BOARD

MEMORANDUM

DATE: May 7, 2019
TO: Robert J. Mitchell, Director
FROM: David M. Bradford Jr., Deputy Director *DMB*
SUBJECT: Fee Schedule Update

We have been conducting a comprehensive review of our current fees during this budget cycle to determine if they are sufficiently supporting the expenses derived from the administration of our delegated programs. We have also obtained comparable rates from other neighboring jurisdictions and state agencies that perform similar services. Based upon our research, we have discovered that many of our fees have become outdated and do not effectively cover the staff time and/or resources needed to effectively manage them. As you are aware, expenses associated with personnel and equipment continue to rise and by making these minor adjustments will help offset these financial impacts to the County.

Included within this document are the current fees outlined within Fee Resolution #16-12 and the proposed modifications. **Red font** indicates a proposed modification and an accompanying strike through will indicate an existing fee modification. A rationale has been provided below each requested change to better explain the need for the update.

Let me know if there are any questions. I will make myself available for the applicable Commissioner's meeting when this is presented.

Enclosure: Resolution #16-12 – Resolution Establishing Fees for Applications Processed By the Department of Development Review & Permitting and the Environmental Programs Department. Adopted June 7, 2016.

Cc: Jenelle Gerthoffer, NR Administrator;
File

DEPARTMENT OF DEVELOPMENT REVIEW & PERMITTING
AND DEPARTMENT OF ENVIRONMENTAL PROGRAMS
FEE SCHEDULE

I. APPLICATION REVIEW FEES

A. – J. No Changes Requested

K. Forest Conservation Program Review:

1. Declaration of Intent: \$50 flat fee
2. Forest Conservation Review Fees
 - a. Sketch plan (optional): No fee.
 - b. Major Subdivision: \$200.00 base fee, plus \$25.00 per lot.
 - c. Minor Subdivision/Boundary Line Adjustment: \$100.00 flat fee.
 - d. Major Site Plan: \$200.00 base fee, plus \$25.00 per acre.
 - e. Minor Site Plan: \$100.00 flat fee
 - f. Revisions: (<25% of site): \$150.00 flat fee; or
(>25% of site): \$150.00, plus \$35.00 per acre.
 - g. Forestry adjustment, exceptions, or payment in lieu request: \$100.00 flat fee

Rationale: Sketch plan review provides an applicant with an opportunity to submit an informal plan/plat to staff for an initial review which will aid when applying for formal plan submittal. Boundary line adjustment should be included within the Minor Subdivision review category as it does require staff time to conduct a review and make determination.

L. – N. No Changes Requested

O. Atlantic/Chesapeake Bay Critical Area Program Review:

1. Sketch Plan (optional): No fee.
2. Major Subdivision: \$200 base fee, plus \$25.00 per lot.
3. Minor Subdivision/Boundary Line Adjustment: \$100 flat fee.
4. Major Site Plan: \$200.00 base fee, plus \$25.00 per acre.
5. Minor Site Plan: \$100.00 flat fee.
6. Revisions: (<25% of site): \$150.00 flat fee; or
(>25% of site): \$150.00, plus \$35.00 per acre.
7. Growth allocation request: \$650.00 base fee, plus \$15.00 per acre.
8. Building/Zoning/Environmental Programs Permit review: \$50.00
9. Board of Zoning Appeals review of Department's denial of fee in lieu: \$100.00
10. Critical Area variance review: \$100.00 flat fee
11. Reinspection fee: \$50.00 per occurrence.

12. Critical Area Permit: \$50.00

Rationale: Boundary line adjustment should be included within the Minor Subdivision review category as it does require staff time to conduct a review and make determinations. These adjustments may also trigger additional regulatory reviews. This addition of a Critical Area permit is utilized for the installation of improvements within the Critical Area Program which are not otherwise reviewed by a Zoning/Building Permit (i.e. Ground level improvements, etc...)

P. – R. No Changes Requested

II. PERMITS

A. No Changes Requested

B. Zoning Permits

1.– 2. No Changes Requested.

3. Use of land without structure and residential accessory structures less than 500 square feet including fences, sheds, pools, boat docks and ramps, bulkheads and home occupations, etc.
\$50.00

Rationale: The construction of boat docks, ramps and bulkheading falls within the responsibility of the Department of Environmental Programs. Installation of these specific items are covered within the Shoreline Construction portion of this fee schedule. Leaving these items within this section causes confusion to the public.

4. Stormwater Management and Sediment & Erosion Control

- ~~— a. Waiver request: \$50.00~~
- ~~— b. Sediment and Erosion control inspection fee for single family dwellings: \$50.00~~
- ~~— c. Sediment and Erosion control inspection fee for timber harvest permit: \$100.00~~
- ~~— d. Stormwater Management and sediment and erosion control permits (with devices, structures, or the like): \$250.00 base fee, plus \$10.00 per acre over 5 acres.~~
- ~~— e. Stormwater Management and sediment and erosion control permits for clearing, grading, and filling (no devices, structures, or other items): \$150.00 base fee, plus \$10.00 per acre over 5 acres.~~
- ~~— f. Stormwater Management and sediment and erosion control permit revision fee: \$50.00.~~

Rationale: Relocate this fee section into subsection “C. Environmental Programs” as this program falls within the responsibility of the Department of Environmental Programs. Relocation of this item within the applicable Department will assist the public with locating applicable fees.

5. No Changes Requested

C. Environmental Programs

1. – 11. No Changes Requested

12. STORMWATER MANAGEMENT AND SEDIMENT & EROSION CONTROL

- a. Waiver Requests: ~~\$50.00~~ \$75.00
- b. Sediment and Erosion control inspection fee for single family dwellings: \$50.00
- c. Sediment and Erosion control inspection fee for timber harvest permit: \$100.00
- d. Stormwater Management and sediment and erosion control permits (with devices, structures, or the like): ~~\$250.00~~ \$350.00 base fee, plus ~~\$10.00~~ \$15.00 per acre over 5 acres.
- e. Stormwater Management and sediment and erosion control permits for clearing, grading, and filling (no devices, structures, or other items): ~~\$150.00~~ \$200.00 base fee, plus ~~\$10.00~~ \$15.00 per acre over 5 acres.
- f. Stormwater Management and sediment and erosion control permit revision fee: \$50.00.
- g. Reinspection Fee: \$50.00

Rationale: This item was relocated from the Zoning Permit category (Subsection II.B). Proposed fee increases help offset associated costs that are expended on resources needed to perform these functions such as permit processing, administrative and field staff time/salaries, tools, equipment and vehicles needed to perform onsite inspection, and associated maintenance and monitoring costs for these services. Current permit and inspection fees do not cover our associated expenses to maintain this program. We are required to take in, process, review, issue, and inspect all of these permits. For example, the Town of Berlin charges residents \$180.00 for a simple waiver request however does not even maintain a delegated enforcement status from the State needed to provide administrative and compliance functions. Worcester County Government is only one of 11 counties within the State that hold this local delegated authority that allows us to work directly with homeowners, contractors, and developers without the assistance or daily oversight by Md. Department of the Environment.

D. GENERAL PERMITS

1. – 2. NO CHANGES NECESSARY.

3. SHORELINE CONSTRUCTION ACTIVITY

- a. Minor application review fee (less than eight feet channelward): ~~\$75.00~~ \$150.00
- b. Major application review fee (greater than eight feet channelward): ~~\$150.00~~ \$300.00
- c. Shoreline Construction Permit: ~~\$100.00~~ \$150.00
- d. Shoreline Construction Permit Revision: \$50.00

RATIONALE: Permit and application review fee changes are needed to keep up with the ever increasing costs and expenses needed efficiently manage the program. Present fees do not accomplish this. We are required to take in, process, review, mail notification letters to adjoining property owners, attend onsite pre-application meetings, publish items on website, as well as inspect the project throughout construction. Our fees are also substantially behind other local and state agencies. For instance, Md. Dept. of Environment base fee for marine construction is \$750.00. The Town of Ocean City also has higher fees, their applications range from \$138.00-\$287.00 and permits starting at \$75.00 and increasing with construction costs (\$.016 x total project cost).

Let me know if you have any questions. I will make myself available for the applicable Commissioners meeting in the event there are any questions or concerns.

**RESOLUTION ESTABLISHING FEES FOR APPLICATIONS PROCESSED BY
THE DEPARTMENT OF DEVELOPMENT REVIEW & PERMITTING
AND THE DEPARTMENT OF ENVIRONMENTAL PROGRAMS**

WHEREAS, the Code of Public Local Laws of Worcester County, Maryland, General Provisions Article and Sections BR 2-103(f) (Plumbing Standards - Fees), BR 2-212(f) (Electrical Standards - Fees), BR 3-104 (Housing Review Board), PW 5-104 (Shared Sanitary Facilities - Establishment of shared sanitary facility), PW 5-305(b)(5) (Sanitary Service Areas - Cost and fees), TR 2-103(d) (Licensing of coin-operated vending machines - Fees), TR 2-201 (Tourist Permits), TR 2-202 (Gaming Permits), NR 1-107(d) (Stormwater Management - plan review fees), NR 1-407 (Forest Conservation), NR 2-102 (Construction along shorelines), NR 3-101 and NR 3-201 (Critical Area Programs), ZS 1-106 (Zoning Regulations - Fees and expenses), ZS 1-347 (Zoning Regulations - Agricultural Reconciliation Board fees) and ZS 2-108 (Subdivision Regulations - Fees), as from time to time amended, provide that the County Commissioners may establish certain fees for processing of applications; and

WHEREAS, the Worcester County Commissioners have adopted or amended said fees by previous resolutions, most recently by Resolution No. 16-12, adopted on June 7, 2016; and

WHEREAS, the County Commissioners have determined it necessary to revise said fees and add fees for various review services provided by County staff.

NOW, THEREFORE, BE IT RESOLVED by the County Commissioners of Worcester County, Maryland that the following fee schedule shall be in effect for the services provided by the Department of Development Review & Permitting and the Department of Environmental Programs:

DEPARTMENT OF DEVELOPMENT REVIEW & PERMITTING
AND DEPARTMENT OF ENVIRONMENTAL PROGRAMS
FEE SCHEDULE

I. APPLICATION REVIEW FEES

- A. Zoning Map Amendment: \$650.00 base fee, plus \$15.00 per acre.
- B. Zoning Text Amendment: \$350.00 per change requested.
- C. Water and Sewer Plan Amendments:
 - 1. Minor Amendments: \$100.00
 - 2. Major Amendments: \$500.00
- D. Residential Planned Community:
 - 1. Step I: \$1,000.00 base fee, plus \$15.00 per acre over 30 acres.
 - 2. Step II: \$600.00 base fee, plus \$15.00 per acre over 30 acres.
 - 3. Step III: Refer to subdivision and/or site plan review fees.
- E. Planned Commercial Development Review: \$450.00 base fee, plus \$35.00 per acre.
- F. Subdivision Review:
 - 1. Sketch Plan (optional): No fee.
 - 2. Preliminary Plat: \$350.00 base fee, plus \$15.00 per lot in excess of 5 lots.

3. Final Plat: \$350.00 base fee, plus \$10.00 per lot in excess of 5 lots.
4. Minor Subdivision Plat: \$250.00 flat fee.
5. Recording fee: \$5.00 per sheet.
6. Waiver of ordinance section: \$100.00 per section.
7. Revision ($\leq 25\%$ of site) \$150.00 flat fee, ($> 25\%$ of site) \$150.00, Plus \$5.00 per lot.
8. Revalidation or extension of approval: \$150.00 flat fee.
9. Third and subsequent review: \$100.00 flat fee per review.
10. Construction Plan Review:
 - a. Minor subdivision (≤ 5 lots, where required): \$150.00 flat fee.
 - b. Major subdivision (6 to 20 lots): \$150.00 base fee, plus \$10.00 per lot.
 - c. Major subdivision (≥ 21 lots): \$150.00 base fee, plus \$15.00 per lot.
 - d. Revisions: 25% of original fee.

G. Site plan review:

1. Major site plan: \$450.00 base fee, Plus \$35.00 per acre.
2. Minor site plan: \$300.00 flat fee.
3. Administrative Review: \$50.00 flat fee.
4. Revisions: ($\geq 25\%$ of site): \$150.00 flat fee; ($> 25\%$ of site): \$150.00, Plus \$35.00 per acre.
5. Revalidation or extension of approval: \$150.00 flat fee.
6. Waiver of ordinance section: \$100.00 per section.
7. Third and subsequent reviews: \$100.00 flat fee per review.

H. Board of Zoning Appeals

1. Variance: \$350.00 flat fee.
2. Special exception: \$350.00 flat fee.
3. Forestry adjustment, exceptions or payment in lieu: \$350.00 flat fee.
4. Any other application: \$350.00 flat fee.

I. Readvertisement fee (if necessary): \$250.00 flat fee.

J. Housing Review Board Appeal Fee: \$100.00.

K. Forest Conservation Program Review

1. Declaration of Intent: \$50.00 flat fee.
2. Forest Conservation Plan Review:
 - a. Sketch plan (optional): No fee
 - b. Major subdivision: \$200.00 base fee, plus \$25.00 per lot.
 - c. Minor subdivision/Boundary line adjustment: \$100.00 flat fee.
 - d. Major site plan: \$200.00 base fee, plus \$25.00 per acre.
 - e. Minor site plan: \$100.00 flat fee.
 - f. Revisions: ($< 25\%$ of site) \$150.00 flat fee; or
($> 25\%$ of site) \$150.00, plus \$35.00 per acre.
 - g. Forestry adjustment, exception, or payment in lieu request: \$100.00 flat fee.

L. Building Code Appeals Board Application Fee: \$250.00.

M. F.E.M.A. Variance Application Fee: \$250.00

N. Agricultural Reconciliation Board Application Fee: \$150.00

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O. Atlantic Coastal/Chesapeake Bay Critical Area Program Review

1. Sketch plan (optional): No fee
2. Major subdivision: \$200.00 base fee, plus \$25.00 per lot.
3. Minor subdivision/Boundary line adjustment: \$100.00 flat fee.
4. Major site plan: \$200.00 base fee, plus \$25.00 per acre.
5. Minor site plan: \$100.00 flat fee.
6. Revisions: ($\leq 25\%$ of site): \$150.00 flat fee;
($> 25\%$ of site): \$150.00 plus \$35.00 per acre.
7. Growth allocation request: \$650.00 base fee plus \$15.00 per acre.
8. Building/Zoning Permit/Environmental Programs review: \$50.00
9. Board of Zoning Appeals review of Department's denial of fees in lieu: \$100.00.
10. Critical Area variance review: \$100.00 flat fee.
11. Reinspection fee: \$50.00 per occurrence.
12. Critical Area Permit: \$50.00

P. Cooperative Campground/Mobile Home Park Review Fee

1. Conversion to Co-op: \$600.00 base fee, plus \$35.00 per acre.
2. Expand or enlarge Co-op: \$450.00 base fee, plus \$35.00 per acre.
3. Revisions: ($\leq 25\%$ of site): \$150.00 flat fee; or
($> 25\%$ of site): \$150.00, plus \$35.00 per acre.
4. Third and subsequent reviews: \$100.00 flat fee per review.

Q. Research Fee: \$50.00 per hour for each hour or portion thereof beyond the first hour of staff research time.

R. Natural Resources Article Text Amendment: \$350.00 per change requested.

II. PERMITS

A. Building Permits

1. For one and two family dwellings, additions thereto, and accessory structures 500 square feet or greater in size: A minimum fee of \$50.00 plus an amount equal to the square footage multiplied by the current value per square foot (as listed below) multiplied by .0055, with \$50.00 of the fee being non-refundable in the event the permit is not utilized.

TYPE OF AREA	CURRENT VALUE PER SQUARE FOOT
Habitable	\$48.12
Garage, covered decks, screened porches and other attached non-habitable covered areas	\$22.62
Open Decks	\$15.00

2. Mobile Homes: \$100.00 flat fee.
3. Multi-family, commercial and industrial (including accessory structures): A minimum fee of \$150.00 plus an amount equal to the square footage multiplied by the current value per square foot (as listed below) multiplied by .005, with \$150.00 of the fee being non-refundable in the event the permit is not utilized:

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BOCA USE GROUP	CURRENT VALUE PER SQUARE FOOT
A-1	\$76.29
A-2	\$56.84
A-3	\$55.81
A-4	\$71.17
B	\$51.20
E	\$55.30
F-1	\$31.74
F-2	\$31.23
H	\$30.72
I-1	\$50.69
I-2	\$80.38
I-3	\$70.14
M	\$41.98
R-1	\$54.94
R-2	\$48.64
R-3	\$40.96
S-1	\$29.18
S-2	\$28.67
U	\$22.62

4. Reinspection Fee: \$25.00 each occurrence.
5. For construction of a handicap access ramp on a single-family home where appropriate documentation is presented to the department regarding the bonafide need: No fee.

B. Zoning Permits

1. All off-premise signs: \$100.00 flat fee.
2. Freestanding and on-building signs: \$1.00 per square foot, with a minimum charge of \$50.00.
3. Use of Land without structure and residential accessory structures less than 500 square feet including but no limited to fences, sheds, pools, and home occupations: \$50.00 flat fee.
4. Reinspection Fee: \$50.00 per occurrence.

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C. Environmental Programs

1. Water Well: \$160.00 per well.
2. Water Sample (other than compliance sampling): \$50.00 per sample
3. Sewage:
 - a. Residential Evaluation.
 1. Individual lot or minor subdivision evaluation: \$350.00 per single family unit.
 2. Major subdivision evaluation: \$350.00 per single family unit. If more than six lots are requested a minimum payment of \$1,800.00 is required. Balance of fee to be collected as testing is completed.*
 3. Piezometer Installation (over 2 per lot): \$50.00 each
 - b. Commercial Evaluation.
 1. A minimum of \$350.00 is required.*
 - c. Sewage Area Modification.
 1. 30% or More: \$300.00
 2. Less than 30%: \$75.00
 - d. Sewage Permit.
 1. Complete new system (tank & drainfield): \$275.00
 2. Drainfield replacement: \$250.00
 3. Repairs of existing system including tank replacement: \$100.00
 - e. Water/Sewer Verification Fee: \$20.00 per building permit signed by Environmental Programs.
4. Burning Permit: \$75.00
5. Reinspection Fee: \$25.00 per occurrence.
6. Septage Haulers:
 - a. Annual license: \$50.00
7. Bathing Beach Permit: \$150.00
8. Plat/Plan Review:
 - a. Sketch Plan (optional): No fee.
 - b. Plat Review, public water & sewer, up to 5 lots: \$25.00.
 - c. Plat Review, public water & sewer, more than 5 lots: \$100.00.
 - d. Plat Review, private water & sewer, minor subdivision: \$150.00.
 - e. Plat Review, private water & sewer, major subdivision: \$150.00 minimum for first 5 lots , plus \$25.00 per additional lot over 5.
 - f. Plat Review, property line revision/septic reserve area revision; Agricultural Use Only: \$90.00.
 - g. Commercial Construction Plan Review, public water & public sewer: \$25.00.
 - h. Commercial Construction Plan Review, public water & private sewer: \$45.00.
 - i. Commercial Construction Plan Review, private water & private sewer: \$65.00.

*Note: This application fee covers testing for 10,000 square feet of sewage area. If conditions require testing greater than 10,000 square feet, applicant will be billed at a rate of \$10 per each additional 1,000 square foot area tested.

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9. Mobile Home Park and Campground Permit Fees
 - a. Annual Mobile Home Park Permit
 1. 10 or less sites: \$75.00
 2. 11 or more sites: \$125.00
 - b. Annual Campground Permit
 1. 100 or less sites: \$175.00
 2. 101 or more sites: \$200.00
 - c. Late Fees (Mobile Home Park and/or Campground Permits):
\$50.00 per day/\$500.00 maximum.

10. Shared Facilities Agreement Processing Fees
 - a. Minor (up to 5,000 gallons per day): \$100.00
 - b. Major (greater than 5,000 gallons per day): \$250.00

*Note: There shall be no charge for shared facility agreements between two single-family homes.

11. Sanitary Service Area Applications
 - a. Minor (up to 5,000 gallons per day): \$100.00
 - b. Major (greater than 5,000 gallons per day): \$500.00

*Note: There shall be no charge for expansions involving the addition of an individual residential property to an existing service area.

12. Stormwater Management and Sediment & Erosion Control:
 - a. Waiver requests: \$75.00.
 - b. Sediment and erosion control inspection fee for single-family dwellings: \$50.00.
 - c. Sediment and erosion control inspection fee for timber harvests: \$100.00.
 - d. Stormwater management and sediment and erosion control permits (with devices, structures, or the like): \$350.00 base fee, plus \$15.00 per acre over 5 acres.
 - e. Stormwater management and sediment and erosion control permits for clearing, grading and filling (no devices, structures or other items): \$200.00 base fee, plus \$15.00 per acre over 5 acres.
 - f. Stormwater management and sediment and erosion control permit revision fee: \$50.00.
 - g. Reinspection Fee: \$50.00 per occurrence.

D. General Permits.

1. Electrical Permits: \$25.00.
2. Plumbing Permits:
 - a. Administrative Fees (per permit issued)
 1. Mobile Homes (Manufactured Housing): \$25.00
 2. Modular Homes (Certified State Inspected): \$25.00
 3. Stick-built Homes: \$25.00
 4. Multi-Unit Buildings (Condo, Townhouse, Motel): \$100.00
 5. Commercial Units (Shopping Centers, Banks, Restaurants, Offices, etc.): \$100.00
 6. Back Flow Preventer Only: \$25.00
 - b. Inspection Fees (per unit)
 1. Mobile Homes (Manufactured Housing): \$40.00
 2. Modular Homes (Certified State Inspected): \$75.00
 3. Stick-built Homes: \$125.00

4. Multi-Unit Buildings (Condo, Townhouse, Motel): \$125.00
5. Commercial Units (Shopping Centers, Banks, Restaurants, Offices, etc.): \$125.00
6. Back Flow Preventer Only: \$40.00
7. Per fixture (over 10): \$5.00
- c. Modification, Remodeling and Alteration Fees (Fixture Unit Count of Eight or Less)
 1. Administrative Fee: \$25.00
 2. Inspection Fee: \$75.00
- d. Reinspection Fee: \$50.00 per inspection
- e. Investigative Fee (beginning work without a permit): \$50.00 per hour
- f. Gas Permits:
 1. Gas Permit: \$40.00
 2. Administrative Fee: \$25.00
 3. Each Additional Appliance (over 3): \$5.00
- g. Plumbing Plan Review (Commercial)
 1. Up to 10,000 square feet: \$125.00
 2. Greater than 10,000 square feet: \$250.00
 3. Changes, additions, revisions to approved plans: \$50.00 per hour of review time

* Note: minimum charge of one-half hour re-review time

3. Shoreline Construction Activity:
 - a. Minor application review fee (less than eight feet channelward): \$150.00
 - b. Major application review fee (greater than eight feet channelward): \$300.00.
 - c. Shoreline construction permit: \$150.00
 - d. Shoreline construction permit revision: \$50.00

E. Miscellaneous Permits and Licenses.

1. Tourist permit: \$5.00 for each unit, with a minimum charge of \$50.00 and a maximum charge of \$2,500.00.
2. Gaming (raffle) permit: \$25.00.
3. Roadside stand license: \$25.00
4. Bingo:
 - a. Annual license: \$100.00
 - b. Temporary license: \$25.00
5. Coin operated machine licenses:
 - a. Claw machines, shuffleboard, mechanical bowling machines, single-coin pinball machines, electronic video games or any other similar public amusement device requiring insertion of a coin or token and the result of whose operation depends in whole or in part upon the skill of the operator: \$30.00 each.
 - b. Arcades:
 1. 42 to 100 machines: \$1,250.00.
 2. 101 to 150 machines: \$1,750.00.
 3. 151 to 200 machines: \$2,250.00.
 4. 201 or more machines: \$2,750.00.
 - c. Music boxes: \$30.00.
 - d. Vending machines:
 1. 5¢ to 24¢ articles: \$20.00.
 2. 25¢ to 49¢ articles: \$25.00.
 3. Article 50¢ and over: \$30.00.
 - e. Cigarette machines: \$75.00.

DRAFT

BE IT FURTHER RESOLVED that any other license or permit fee not enumerated above shall be in the amount presently in effect.

AND, BE IT FURTHER RESOLVED that this Resolution shall take effect on July 1, 2019.

PASSED AND ADOPTED this _____ day of _____, 2019.

ATTEST:

COUNTY COMMISSIONERS OF
WORCESTER COUNTY, MARYLAND

Harold L. Higgins
Chief Administrative Officer

Diana Purnell, President

Joseph M. Mitrecic, Vice President

Anthony W. Bertino, Jr.

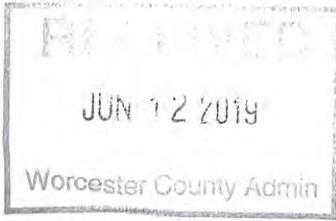
Madison J. Bunting, Jr.

James C. Church

Theodore J. Elder

Joshua C. Nordstrom

DRAFT



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Worcester County

Government Center

Department of Human Resources
One West Market Street, Room 1301
Snow Hill, Maryland 21863-1213
410-632-0090
Fax: 410-632-5614

STACEY E. NORTON
Human Resources Director
HOPE CARMEAN
Benefits Manager
EDDIE CARMAN
Risk Manager
KEVIN CANDY
Safety Coordinator

KELLY BRINKLEY
Volunteer Services Manager
ANN HANKINS
Human Resources Specialist
TARA ARMSTRONG
Office Assistant IV

To: Harold Higgins, Chief Administrator Officer
From: Stacey Norton, Human Resources Director
Date: June 11, 2019
Subject: Request for RFP for FY 21 Benefits

The Health Benefits Committee would like to start the annual benefits renewal process with PSA Insurance & Financials Services (Benefit Brokers/Consultants) for fiscal year 2021.

We are recommending that PSA Financials conduct a request for proposal for all lines of business because either the contract expires or to investigate if the current vendors are providing the best value.

This will include:

- 1) Medical
- 2) Pharmacy Benefit Manager
- 3) Dental
- 4) Vision
- 5) Life Insurance
- 6) Long Term Disability
- 7) Flexible Savings Account

Our plan is to present our recommendations for fiscal year 2021 at the March 17, 2020. Commissioners meeting.

Thank you for your consideration.

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



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

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

OFFICE OF THE
COUNTY COMMISSIONERS

Worcester County

GOVERNMENT CENTER
ONE WEST MARKET STREET • ROOM 1103

SNOW HILL, MARYLAND

21863-1195

June 12, 2019

TO: Worcester County Commissioners
FROM: Karen Hammer, Office Assistant IV
SUBJECT: Pending Board Appointments - Terms Beginning January 1, 2019

Attached, please find copies of the Board Summary sheets for all County Boards or Commissions (6) which have current or upcoming vacancies (8 total). They are as follows: Economic Development Advisory Board (2), Housing Review Board (1), Local Development Council For The Ocean Downs Casino (1), Property Tax Assessment Appeal Board (1), (3 nominees due to Governor), Solid Waste Advisory Committee (2), and Water and Sewer Advisory Council for the West Ocean City Service Area (1). I have circled the members whose terms have expired on each of these boards.

Please note that the Worcester County Property Tax Assessment Appeal Board still requires one nomination for the alternate position as Mr. Flater has resigned. There are two vacancies on the Economic Development Advisory Board as Tom Terry (Bertino-Ocean Pines) and John Glorioso (Church-W. O.C.) have resigned. John Glorioso also served on the Housing Review Board (Church). The Solid Waste Advisory Committee has two positions available for nominations, George Dix (Elder) term ended December 2018 and James Rosenberg (Bertino) passed away in April 2019. James Rosenberg also served on the Local Development Council For The Ocean Downs Casino (Bertino) as a resident member from Ocean Pines. Finally, Andrew Del Corro no longer lives in West Ocean City and has therefore resigned from the Water and Sewer Advisory Council for the West Ocean City Service Area (Church).

Most of these Boards and Commissions specify that current members' terms expired 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 June.

Pending Board Appointments - By Commissioner

District 1 - Nordstrom

All District Appointments Received. Thank you!

District 2 - Purnell

All District Appointments Received. Thank you!

District 3 - Church

- p. 3 - Economic Development Advisory Board (John Glorioso) - 4-year
- P. 4 - Housing Review Board (John Glorioso) - 3-year
- p. 8 - Water and Sewer Advisory Council for the West Ocean City Service Area (Andrew Del Corro) - 4-year

District 4 - Elder

- p. 7 - Solid Waste Advisory Committee (George Dix) - 4-year

District 5 - Bertino

- p. 3 - Economic Development Advisory Board (Tom Terry) - 4-year
- p. 5 - Local Development Council For The Ocean Downs Casino (James Rosenberg) - 4-year
- p. 7 - Solid Waste Advisory Committee (James Rosenberg) -4-year

District 6 - Bunting

All District Appointments Received. Thank you!

District 7 - Mitrecic

All District Appointments Received. Thank you!

All Commissioners

- p. 6 - (1) Property Tax Assessment Appeal Board (Gary M. Flater - alternate-Snow Hill has resigned)
- Must submit 3 nominees to the Governor for his consideration in making the appointment - 5-year
- Currently waiting for the Governor's approval for the nomination of Ms. Martha Bennett.

ECONOMIC DEVELOPMENT ADVISORY BOARD

Reference: County Commissioners' Resolutions of March 1976, 4/16/85, 9/16/97, 5/4/99 and 03-6 on 2/18/03

Appointed by: County Commissioners

Function: Advisory
Provide the County with advice and suggestions concerning the economic development needs of the County; review applications for financing; review Comprehensive Development Plan and Zoning Maps to recommend to Planning Commission appropriate areas for industrial development; review/comment on major economic development projects.

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

Compensation: \$50 per meeting as expense allowance

Meetings: At least quarterly, more frequently as necessary

Special Provisions: One member nominated by each County Commissioner
Members may be reappointed

Staff Contact: Economic Development Department - Kathryn Gordon (410-632-3112)

Current Members:

<u>Member's Name</u>	<u>Nominated By</u>	<u>Resides</u>	<u>Term(s)</u>
Natoshia Collick Owens	D-2, Purnell	Ocean Pines	*15, 15-19
Tom Terry	D-5, Bertino	Ocean Pines	15-19
Marc Scher	D-1, Nordstrom	Pocomoke	*19-20
John Glorioso	D-3, Church	West Ocean City	08-12-16, 16-20
Ralph Shockley	D-4, Elder	Snow Hill	*08-09-13-17, 17-21
Robert Fisher	D-6, Bunting	Snow Hill	87-92-97-01-05-09-13-17, 17-21
Ashley Harrison	D-7, Mitrecic	Ocean City	19-21

Prior Members: Since 1972

George Gering	Mary Humphreys	Michael Avara (99-03)
Margaret Quillin	Theodore Brueckman	Annette Cropper (00-04)
Robert W. Todd	Shirley Pilchard	Billie Laws (91-08)
Charles Fulton	W. Leonard Brown	Anne Taylor (95-08)
E. Thomas Northam	Charles Nichols (92-97)	Mary Mackin (04-08)
Charles Bailey	Jeff Robbins (97-98)	Thomas W. Davis, Sr. (99-09)
Terry Blades	Colleen Smith (94-98)	Mickey Ashby (00-12)
Roy Davenport	Tommy Fitzpatrick (97-99)	Priscilla Pennington-Zytkowicz (09-14)
M. Bruce Matthews	John Rogers (92-98)	Barbara Purnell (08-15)
Barbara Tull	Jennifer Lynch (98-99)	Timothy Collins (03-15)
Tawney Krauss	Don Hastings (92-99)	Joshua Nordstrom (12-16)
Dr. Francis Ruffo	Jerry Redden (92-00)	William Sparrow (16-18)
William Smith	Keith Mason (98-00)	Greg Shockley (14-18)
Saunders Marshall	Bob Pusey (99-00)	
Elsie Marshall	Harold Scrimgeour (00-02)	
Halcolm Bailey	Scott Savage (98-03)	
Norman Cathell	Gabriel Purnell (91-03)	

* = Appointed to fill an unexpired term

HOUSING REVIEW BOARD

Reference: Public Local Law §BR 3-104

Appointed by: County Commissioners

Function: Regulatory/Advisory
 To decide on appeals of code official's actions regarding the Rental Housing Code. Decide on variances to the Rental Housing Code.
 Review Housing Assistance Programs.

Number/Term: 7/3 year terms
 Terms expire December 31st

Compensation: \$50 per meeting (policy)

Meetings: As Needed

Special Provisions: Immediate removal by Commissioners for failure to attend meetings.

Staff Support: Development Review & Permitting Department
 Jo Ellen Bynum, Housing Program Administrator - 410-632-1200, x 1171

Current Members:

<u>Member's Name</u>	<u>Nominated By</u>	<u>Resides</u>	<u>Years of Terms(s)</u>
C. D. Hall	D-1, Lockfaw	Pocomoke	10-13-16, 16-19
Debbie Hileman	D-6, Bunting	Ocean Pines	10-13-16, 16-19
John Glorioso	D-3, Church	Ocean Pines	*06-11-14-17, 17-20
Scott Tingle	D-4, Elder	Snow Hill	14-17, 17-20
Donna Dillon	D-5, Bertino	Ocean Pines	08-11-14-17, 17-20
Sharon Teagle	D-2, Purnell	Ocean Pines	00-12-15-18, 18-21
Jake Mitrecic	D-7, Mitrecic	Ocean City	15-18, 18-21

resigned

Prior Members:

Phyllis Mitchell	Albert Bogdon (02-06)
William Lynch	Jamie Rice (03-07)
Art Rutter	Howard Martin (08)
William Buchanan	Marlene Ott (02-08)
Christina Alphonso	Mark Frostrom, Jr. (01-10)
Elsie Purnell	Joseph McDonald (08-10)
William Freeman	Sherwood Brooks (03-12)
Jack Dill	Otho Mariner (95-13)
Elbert Davis	Becky Flater (13-14)
J. D. Quillin, III (90-96)	Ruth Waters (12-15)
Ted Ward (94-00)	
Larry Duffy (90-00)	
Patricia McMullen (00-02)	
William Merrill (90-01)	
Debbie Rogers (92-02)	
Wardie Jarvis, Jr. (96-03)	

* = Appointed to fill an unexpired term

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

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

Appointed by: County Commissioners

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

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

Compensation: None

Meetings: At least semi-annually

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

Staff Contacts: Kim Moses, Public Information Officer, 410-632-1194
Maureen Howarth, County Attorney, 410-632-1194

Current Members:

<u>Member's Name</u>	<u>Nominated By</u>	<u>Represents/Resides</u>	<u>Years of Term(s)</u>
Mary Beth Carozza		Maryland Senator	14-18, 18-22
Wayne A. Hartman		Maryland Delegate	18-22
Charles Otto		Maryland Delegate	14-18, 18-22
Roxane Rounds	Dist. 2 - Purnell	Resident - Berlin	*14-15, 15-19
Michael Donnelly	Dist. 7 - Mitrecic	Resident - Ocean City	*16-19
Mark Wittmyer	At-Large	Business - Ocean Pines	15-19
Mayor Charlie Dorman	Dist. 4 - Elder	Resident - Snow Hill	12-16, 16-20
Rod Murray °	Dist. 6 - Bunting	Resident - Ocean Pines	*09-12-16, 16-20
Mayor Rick Meehan °	At-Large	Business - Ocean City	*09-12-16, 16-20
Mayor Gee Williams °	Dist. 3 - Church	Resident - Berlin	09-13-17, 17-21
Jim Rosenberg °	Dist. 5 - Bertino	Resident - Ocean Pines	09-13-17, 17-21
David Massey °	At-Large	Business - Ocean Pines	09-13-17, 17-21
Bobbi Sample	Ocean Downs Casino	Ocean Downs Casino	17-indefinite
Cam Bunting °	At-Large	Business - Berlin	*09-10-14-18, 18-22
Matt Gordon	Dist. 1 - Nordstrom	Resident - Pocomoke	19-22

Prior Members:

Since 2009

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

* = Appointed to fill an unexpired term/initial terms staggered
° = Charter Member

PROPERTY TAX ASSESSMENT APPEAL BOARD

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

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

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

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

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

Meetings: As Necessary

Special Provisions: Chairman to be designated by Governor

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

Current Members:

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

C) = Chairman

Prior Members: Since 1972

- | | |
|-----------------------------|----------------------------------|
| Wilford Showell | Delores W. Groves (96-99) |
| E. Carmel Wilson | Mary Yenny (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

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SOLID WASTE ADVISORY COMMITTEE

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

Appointed by: County Commissioners

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

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

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

Meetings: At least quarterly

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

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

Current Members:

<u>Member's Name</u>	<u>Nominated By</u>	<u>Resides</u>	<u>Years of Term(s)</u>
George Dix	D-4, Elder	Snow Hill	*10-10-14, 14-18
Mike Poole	D-6, Bunting	Bishopville	11-15, 15-19
Michael Pruitt	Town of Snow Hill		*15, 15-19
Bob Augustine	D-3, Church	Berlin	16-20
Granville Jones	D-7, Mitrecic	Berlin	*15-16, 16-20
George Tasker	Town of Pocomoke City		*15-16, 16-20
Rodney Bailey	D-2, Purnell	Berlin	*19-21
Jamey Latchum	Town of Berlin		*17, 17-21
Steve Brown	Town of Ocean City		*10-13-17, 17-21
George Linvill	D-1, Nordstrom	Pocomoke	14-18, 18-22
James Rosenberg	D-5, Bertino	Ocean Pines	*06-10-14-18, 18-22

Prior Members: (Since 1994)

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

**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
Andrew Delcorro	West Ocean City	*14-16, 16-20
Todd Ferrante	West Ocean City	13-17, 17-21
Keith Swanton	West Ocean City	13-17, 17-21

resigned

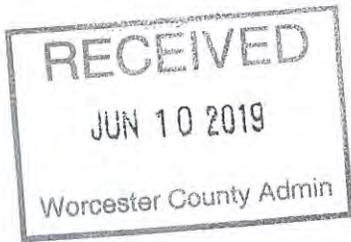
Prior Members: (Since 1993)

- Eleanor Kelly^c (93-96)
- John Mick^c (93-95)
- Frank Gunion^c (93-96)
- Carolyn Cummins (95-99)
- Roger Horth (96-04)
- Whaley Brittingham^c (93-13)
- Ralph Giove^c (93-14)
- Chris Smack (04-14)

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

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DEPARTMENT OF
DEVELOPMENT REVIEW AND PERMITTING

Worcester County

GOVERNMENT CENTER
ONE WEST MARKET STREET, ROOM 1201
SNOW HILL, MARYLAND 21863
TEL: 410-632-1200 / FAX: 410-632-3008
www.co.worcester.md.us/drp/drpindex.htm

ADMINISTRATIVE DIVISION
CUSTOMER SERVICE DIVISION
TECHNICAL SERVICE DIVISION

ZONING DIVISION
BUILDING DIVISION
DATA RESEARCH DIVISION

If Introduced
Bill 19-2
Public Hearing on July 16, 2019

MEMORANDUM

TO: Harold L. Higgins, Chief Administrative Officer
FROM: Edward A. Tudor, Director *EAT*
DATE: June 10, 2019
RE: Text Amendment Application - Building Signs

The Department is in receipt of a text amendment application submitted by Mike Ramadan seeking to amend existing Section § ZS 1-324(c)(4)A of the Zoning and Subdivision Control Article relative to on premises building signs to remove the maximum copy area limitations associated with allowable copy area of signs that may be transferred to any side of an individual establishment. The application was reviewed by the Planning Commission at its meeting on May 6, 2019 and given a favorable recommendation.

Attached herewith is a memorandum from Phyllis H. Wimbrow, Deputy Director, which outlines the Planning Commission's comments and recommendations regarding the text amendment. The text amendment application and staff comments are attached to her memo as well. Should one of the County Commissioners wish to introduce the proposed amendment at the upcoming legislative session an electronic copy of the text amendment language in bill form has been forwarded to your office for your convenience and a copy of the draft bill is attached as well.

As always, I will be available to discuss the matter with you and the County Commissioners at your convenience.

Attachments

cc: Phyllis H. Wimbrow, Deputy Director
Jennifer Keener, Zoning Administrator

DRAFT

A BILL ENTITLED

AN ACT Concerning

Zoning - Building Signs

For the purpose of amending the Zoning and Subdivision Control Article to remove limitations on the amount of building sign copy area that may be transferred to the facade of a building that does not have a primary customer entrance.

Section 1. BE IT ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that existing Subtitle § ZS 1-324(c)(4)A be repealed in its entirety and replaced to read as follows:

- A. Building signs. Signs mounted against a building wall or mounted upon the roof may contain, in the aggregate, up to two square feet of area for each linear foot of principal building width providing the primary customer entrance as defined in Subsection § ZS 1-103(b). A portion of the allowable signage may be transferred to any side of the individual establishment. However, no individual sign shall exceed two hundred square feet in area. Building signs, including roof-mounted signs, shall not extend over the highest point of the coping of a flat roof or the average point between eaves and ridge for gable, hip, mansard, and gambrel roofs. No building sign shall be located in or project into any required yard setback. In the case of a development with multiple establishments on a parcel of record, the property owner or agent may proportionately allocate the total allowable on-building signage area among various uses or tenants. The County is not responsible for enforcing any provisions of an owner's allocation formula, lease arrangements, or other private contractual restrictions.

Section 2. BE IT FURTHER ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that this Bill shall take effect forty-five (45) days from the date of its passage.

Current
Code

- (4) Signs shall be permitted on the premises of lawfully conducted businesses to advertise only the business conducted and/or the products produced or sold on the premises, in accordance with the district regulations herein. Signs shall also be permitted on the premises for public or quasi-public uses conducted on the property of an educational, recreational, cultural, conservation, religious or public-service nature. Such signs may be illuminated in accordance with the provisions of this section. The permissible area and location of such signs shall be determined according to the following:

A. Building signs. Signs mounted against a building wall or mounted upon the roof may contain, in the aggregate, up to two square feet of area for each linear foot of principal building width providing the primary customer entrance as defined in Subsection § ZS 1-103(b). A portion of the allowable signage may be transferred to any side of the individual establishment, provided it does not exceed fifty percent of the allowable copy area or twenty square feet, whichever is less. However, no individual sign shall exceed two hundred square feet in area. Building signs, including roof-mounted signs, shall not extend over the highest point of the coping of a flat roof or the average point between eaves and ridge for gable, hip, mansard, and gambrel roofs. No building sign shall be located in or project into any required yard setback. In the case of a development with multiple establishments on a parcel of record, the property owner or agent may proportionately allocate the total allowable on-building signage area among various uses or tenants. The County is not responsible for enforcing any provisions of an owner's allocation formula, lease arrangements, or other private contractual restrictions. **[Amended 10-20-2015 by Bill No. 15-11]**

- B. Permanent freestanding signs. One permanent freestanding sign shall be permitted adjacent to each road frontage for each two hundred feet of road frontage or portion thereof, provided that no more than two such signs shall be permitted along each road frontage on a single lot and no sign shall be located closer than two hundred feet to any other sign on the same lot, regardless of the sign's frontage. Additionally, permitted sign area shall be one and one-half square feet of copy area for each linear foot of road frontage up to the maximum size for an individual sign as established herein. Furthermore, all such signs shall be monument signs except as herein provided and shall be in accordance with the following provisions:
1. Monument signs for individual establishments shall not exceed a total of seventy-five square feet in area regardless of road frontage and a maximum of seven feet in height, including the base and face. Where the new development grade is below the road center line, the area in which the sign is situated may be bermed to the center line grade. The provisions of this subsection may not be increased or otherwise altered by the Board of Zoning Appeals.
 2. Monument signs serving two or more individual establishments shall not exceed a total of one hundred square feet in area regardless of road frontage and a maximum of seven feet in height, including the base and



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Worcester County

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ZONING DIVISION
BUILDING DIVISION
DATA RESEARCH DIVISION

ADMINISTRATIVE DIVISION
CUSTOMER SERVICE DIVISION
TECHNICAL SERVICE DIVISION

MEMORANDUM

TO: Edward A. Tudor, Director
FROM: Phyllis H. Wimbrow, Deputy Director *P.H.W.*
DATE: June 10, 2019
RE: Planning Commission Recommendation - Text Amendment Application -
Campgrounds - Building Signs

The purpose of this memo is to forward the Planning Commission's comments and recommendation regarding a text amendment application submitted by Mike Ramadan relative to on premises building signs. The Planning Commission reviewed this application at its meeting on June 6, 2019. The text amendment application seeks to amend the Zoning and Subdivision Control Article to remove the maximum copy area limitations associated with allowable copy area of signs that may be transferred to any side of an individual establishment. Specifically, the text amendment as submitted by Mr. Ramadan seeks to remove the phrase establishing the aforesaid limitations from § ZS 1-324(c)(4)A, with the phrase to be removed shown with ~~strikeouts~~:

- A. Building signs. Signs mounted against a building wall or mounted upon the roof may contain, in the aggregate, up to two square feet of area for each linear foot of principal building width providing the primary customer entrance as defined in Subsection § ZS 1-103(b). A portion of the allowable signage may be transferred to any side of the individual establishment, ~~provided it does not exceed fifty percent of the allowable copy area or twenty square feet, whichever is less.~~ However, no individual sign shall exceed two hundred square feet in area. Building signs, including roof-mounted signs, shall not extend over the highest point of the coping of a flat roof or the average point between eaves and ridge for gable, hip, mansard, and gambrel roofs. No building sign shall be located in or project into any required yard setback. In the case of a development with multiple establishments on a parcel of record, the property owner or agent may proportionately allocate the total allowable on-building signage area among

various uses or tenants. The County is not responsible for enforcing any provisions of an owner's allocation formula, lease arrangements, or other private contractual restrictions. [Amended 10-20-2015 by Bill No. 15-11]

The Planning Commission concurred with the staff that the text amendment as proposed would remove the limit on the amount of sign copy area allowed to be transferred to the side of a building which does not have a primary customer entrance. This proposed amendment does not affect the freestanding signage regulations at all. At present a maximum of 20 square feet of the overall copy area can be utilized on other facades such as the side or rear of the building. The majority of the time, the primary customer entrance or front of the establishment or building will be that facing the roadway and thus that is where the primary signage will be located. However, there are circumstances when a building is oriented in such a fashion that the primary customer entrance is located on the side that does not face the road. Under current regulations, the owner would be able to transfer a maximum of 20 square feet of the total allowable copy area to another facade, such as the one facing the roadway. The staff pointed out that this limitation was not in place prior to a text amendment that was passed in 2015 that changed how the copy area was calculated and that since the amendment was adopted there has been concern from several constituents relative to this particular provision of the sign regulations. Based upon the staff's comments the Planning Commission concluded that given the County's tight restrictions on the maximum size of a sign overall in conjunction with our requirement for monument freestanding signs, the requested change will not cause significant visual blight. Following the discussion the Planning Commission gave a favorable recommendation to the text amendment application as submitted by the applicant.

A copy of a draft bill is attached, as is a copy of the staff report which includes the application. Should you have any questions or require additional information, please do not hesitate to contact me.



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ZONING DIVISION
BUILDING DIVISION
DATA RESEARCH DIVISION

ADMINISTRATIVE DIVISION
CUSTOMER SERVICE DIVISION
TECHNICAL SERVICE DIVISION

MEMORANDUM

TO: Worcester County Planning Commission
FROM: Phyllis H. Wimbrow, Deputy Director *PHW*
DATE: May 21, 2019
RE: Text Amendment Application - § ZS 1-324(c)(4)A - Building Signs

The attached text amendment application was submitted by Mike Ramadan and seeks to amend the Zoning and Subdivision Control Article to remove the maximum copy area limitations associated with allowable copy area of signs that may be transferred to any side of an individual establishment. Specifically, the text amendment as submitted by Mr. Ramadan seeks to remove the phrase establishing the aforesaid limitations from § ZS 1-324(c)(4)A , with the phrase to be removed shown with ~~strikeouts~~:

- A. Building signs. Signs mounted against a building wall or mounted upon the roof may contain, in the aggregate, up to two square feet of area for each linear foot of principal building width providing the primary customer entrance as defined in Subsection § ZS 1-103(b). A portion of the allowable signage may be transferred to any side of the individual establishment, ~~provided it does not exceed fifty percent of the allowable copy area or twenty square feet, whichever is less.~~ However, no individual sign shall exceed two hundred square feet in area. Building signs, including roof-mounted signs, shall not extend over the highest point of the coping of a flat roof or the average point between eaves and ridge for gable, hip, mansard, and gambrel roofs. No building sign shall be located in or project into any required yard setback. In the case of a development with multiple establishments on a parcel of record, the property owner or agent may proportionately allocate the total allowable on-building signage area among various uses or tenants. The County is not responsible for enforcing any provisions of an owner's allocation formula, lease arrangements, or other private contractual restrictions. [Amended 10-20-2015 by Bill No. 15-11]

Following our customary practice, once I received the text amendment application I forwarded it to Ed Tudor, Director, Jennifer Keener, Zoning Administrator, and Maureen Howarth, County Attorney and Planning Commission Attorney, for their review and comment. Mrs. Keener submitted written comments and they are attached Mr. Tudor provided verbal comments to me. As explained in Mrs. Keener's written comments the text amendment as proposed would remove the limit on the amount of sign copy area allowed to be transferred to the side of a building which does not have a primary customer entrance. This proposed amendment does not affect the freestanding signage regulations at all. At present a maximum of 20 square feet of the overall copy area can be utilized on other facades such as the side or rear of the building. The majority of the time, the primary customer entrance or front of the establishment or building will be that facing the roadway and thus that is where the primary signage will be located. However, there are circumstances when a building is oriented in such a fashion that the primary customer entrance is located on the side that does not face the road. Under current regulations, the owner would be able to transfer a maximum of 20 square feet of the total allowable copy area to another facade, such as the one facing the roadway. Mrs. Keener notes that this limitation was not in place prior to a text amendment that was passed in 2015 that changed how the copy area was calculated. She states that since the amendment was adopted she has heard quite a bit of concern from several constituents relative to this particular provision of the sign regulations. Mrs. Keener states that given the County's tight restrictions on the maximum size of a sign overall in conjunction with our requirement for monument freestanding signs, she does not believe that the requested change will cause significant visual blight and therefore has no issue with the text amendment as proposed. Both Mr. Tudor and I concur with the conclusions of Mrs. Keener. Therefore, the staff gives a favorable recommendation to the text amendment application as specifically requested. A draft bill is attached for your reference.

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

cc: Edward A. Tudor
Maureen Howarth
Jennifer Keener



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ZONING DIVISION
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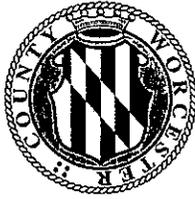
MEMORANDUM

To: Phyllis Wimbrow, Deputy Director, DDRP
From: Jennifer Keener, AICP, Zoning Administrator *JKK*
Date: April 22, 2019
Re: Text Amendment request – On-Building Signage Regulations

The text amendment as proposed would remove the limit on the amount of sign copy area allowed to be transferred to the side of a building which does not have a primary customer entrance. It does not affect the freestanding signage regulations. Currently, the Zoning Ordinance calculates the amount of copy area allowed per establishment as two square feet of copy area for each linear foot of principal building width *providing the primary customer entrance*. A maximum of 20 square feet of the overall copy area can be utilized on other façade(s) such as the side or rear of the building.

The majority of the time, the primary customer entrance (or “front”) of an establishment/ building will be facing the road, and that is where the primary signage will be located. There are instances where a developer wants a larger sign on a side façade so that it would be visible by passing vehicular traffic. However, there is a circumstance when a building is oriented in such a way that the primary customer entrance is located on the side that doesn’t face a road. Under current regulations, the owner/ developer would be able to transfer a maximum of 20 square feet of the copy area to another façade(s), such as the one facing the roadway.

Prior to a previous text amendment that was passed in 2015 that changed how the copy area was calculated, this limitation was not in place. However since the amendment was adopted, I have heard quite a bit of concern from several constituents relative to this particular provision of the sign regulations. Given our tight restrictions on the maximum size of a sign overall, plus our requirement for monument type freestanding signs, I do not believe that this change will cause significant visual blight. Therefore, I have no issue with the text amendment as proposed.



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MEMORANDUM

ZONING DIVISION
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TO: Edward A. Tudor, Director
Jennifer K. Keener, Zoning Administrator
Maureen Howarth, County Attorney

FROM: Phyllis H. Wimbrow, Deputy Director *PHW*

DATE: April 16, 2019

RE: Text Amendment Application - Building Signs

The attached text amendment application has been submitted by Mike Ramadan and seeks to amend the Zoning and Subdivision Control Article to remove the maximum copy area limitations associated with allowable copy area of signs that may be transferred to any side of an individual establishment. Specifically, the text amendment as submitted by Mr. Ramadan seeks to remove the phrase establishing the aforesaid limitations from § ZS 1-324(c)(4)A, with the phrase to be removed shown with ~~strikeouts~~:

- A. Building signs. Signs mounted against a building wall or mounted upon the roof may contain, in the aggregate, up to two square feet of area for each linear foot of principal building width providing the primary customer entrance as defined in Subsection § ZS 1-103(b). A portion of the allowable signage may be transferred to any side of the individual establishment, ~~provided it does not exceed fifty percent of the allowable copy area or twenty square feet, whichever is less.~~ However, no individual sign shall exceed two hundred square feet in area. Building signs, including roof-mounted signs, shall not extend over the highest point of the coping of a flat roof or the average point between eaves and ridge for gable, hip, mansard, and gambrel roofs. No building sign shall be located in or project into any required yard setback. In the case of a development with multiple establishments on a parcel of record, the property owner or agent may proportionately allocate the total allowable on-building signage area among various uses or tenants. The County is not responsible for enforcing any provisions of an owner's allocation formula, lease arrangements, or other private contractual restrictions. [Amended 10-20-2015 by Bill No. 15-11]

I anticipate scheduling this text amendment for consideration by the Planning Commission at its June 6, 2019 meeting. So that I may incorporate them into the staff report, please submit your comments to me no later than May 22, 2019.

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

attachment



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

**PETITION FOR AMENDMENT TO THE OFFICAL TEXT
 OF THE ZONING AND SUBDIVISION CONTROL ARTICLE**

(For Office Use Only – Please Do Not Write in this Space)

Date Received by Office of the County Commissioners _____

Date Received by Development Review and Permitting 4/12/19

Date Reviewed by the Planning Commission _____

I. Application: Proposals for amendments to the text of the Zoning and Subdivision Control Article may be made by any interested person who is a resident of Worcester County, a taxpayer therein, or by any governmental agency of the County. Check applicable status below:

- a. Resident of Worcester County: ✓
- b. Taxpayer of Worcester County: ✓
- c. Governmental Agency: _____
 (Name of Agency)

II. Proposed Change to Text of the Zoning and Subdivision Control Article

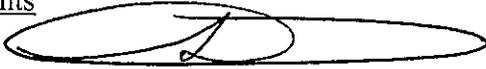
- a. Section Number: ZS1-324(C)(4)A:
- b. Page Number: _____
- c. Proposed revised text, addition or deletion:
 PLEASE SEE ATTACHED:

III. Reasons for Requesting Text Change:

- a. Please list reasons or other information as to why the proposed text change is necessary and therefore requested:

PLEASE SEE ATTACHED:

IV. Signature of Applicants

Signature(s):  _____

Printed Name(s): Mike Ramadan

Mailing Address: P.O. Box 3009 Ocean City MD 21843

Phone Number: 410-430-7511

Email: mjr0109@aol.com

Date: 4/8/2019

V. Signature of Attorney

Signature: _____

Printed Name: _____

Mailing Address: _____

Phone Number: _____

Email: _____

Date: _____

VI. General Information Relating to the Text Change Process

- a. Applications for text amendments shall be addressed to and filed with the Office of the County Commissioners. The required filing fee must accompany the application.

- b. Procedure for Text Amendments: Text amendments shall be passed by the County Commissioners of Worcester County as Public Local Laws according to legally required procedures, with the following additional requirements. Any proposed amendment shall first be referred to the Planning Commission for recommendation. The Planning Commission shall make a recommendation within a reasonable time after receipt of the proposed amendment. After receipt of the recommendation of the Planning Commission, the County Commissioners shall hold at least one public hearing in relation to the proposed amendment, at which parties and interested citizens shall have an opportunity to be heard. At least fifteen (15) days notice of the time and place of such hearing and the nature of the proposed amendment shall be published in an official paper or a paper of general circulation in Worcester County. In the event no County Commissioner is willing to introduce the proposed amendment as a bill, it will not be considered.

**PETITION FOR AMENDMENT TO THE OFFICAL TEXT OF
THE ZONING AND SUBDIVISION CONTROL ARTICLE
ATTACHMENT:**

II: Proposed Change to Text of the Zoning and Subdivision Control Article

Regarding the code, here is the applicable section for on building signage ZS 1-324(c0(4)A:

“Building signs. Signs mounted against a building wall or mounted upon the roof may contain, in the aggregate, up to two square feet of area for each linear foot of principal building width providing the primary customer entrance as defined in Subsection § ZS 1-103(b). A portion of the allowable signage may be transferred to any side of the individual establishment, provided it does not exceed fifty percent of the allowable copy area or twenty square feet, whichever is less. However, no individual sign shall exceed two hundred square feet in area. Building signs, including roof-mounted signs, shall not extend over the highest point of the coping of a flat roof or the average point between eaves and ridge for gable, hip, mansard, and gambrel roofs. No building sign shall be located in or project into any required yard setback. In the case of a development with multiple establishments on a parcel of record, the property owner or agent may proportionately allocate the total allowable on-building signage area among various uses or tenants. The County is not responsible for enforcing any provisions of an owner's allocation formula, lease arrangements, or other private contractual restrictions.”

The sentence in question is “A portion of the allowable signage may be transferred to any side of the individual establishment, provided it does not exceed fifty percent of the allowable copy area or twenty square feet, whichever is less. “ To allow us to transfer the allowable signage between any elevation, with no limitation we are asking for the following: A portion of the allowable signage may be transferred to any side of the individual establishment, ~~provided it does not exceed fifty percent of the allowable copy area or twenty square feet, whichever is less.~~ The sentence ending with establishment.

III. Reasons for Requesting Text Change:

The reason for this request is due in part by numerous aspects to the new Dairy Queen Location in West Ocean City. The Dairy Queen in West Ocean City has no pile on sign on the highway, and with it being on the intersection of 611 and Rt 50, Its imperative that we have visibility from the sides and front of the restaurant. We have invested a large amount of monies to bring the franchise to the area, and not having the ability to get the right signage would cause sales to not reach sustainable amounts to keep the business open. The change is to allow us to transfer the allowable signage area to be transferred to other sides without having the restrictions of the "not exceed fifty percent of the allowable copy area or twenty square feet, whichever is less". Having signage on sides of the building that do not need any signage, and losing frontage prohibits us from sales that otherwise would be had if residents and tourists could designate our restaurant from the highway and other sides of the building that otherwise would have insufficient branding due to the current state of the law.



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If Introduced
Bills 19-3, 19-4, 19-5 and 19-6
Public Hearing on July 16, 2019

MEMORANDUM

TO: Harold L. Higgins, Chief Administrative Officer
FROM: Edward A. Tudor, Director of Development Review and Permitting *EAT*
DATE: June 11, 2019
RE: Countywide Rental License Program

Pursuant to your memorandum dated January 23, 2019, I have comprehensively reviewed the existing regulations on room tax, mobile and manufactured home park licenses, excise tax, tourist permits, and the Zoning Code as they pertain to the various types of lodging facility regulations. Much of the language contained therein utilizes outdated terminology and is frequently inconsistent with other pertinent regulations. I have been working with my staff to develop a framework to create a comprehensive rental license program that would apply to short and long term residential rentals and the necessary text amendments to remove all of the inconsistencies in our existing codes relative to residential property rentals as well as to establish new regulations for short term vacation rentals with regard to single family homes. To date we have completed four different legislative bills for the County Commissioners' consideration.

p.43

The first legislative bill involves numerous changes to the Zoning and Subdivision Control Article. Among its 17 separate sections, it removes certain antiquated definitions, revises or adds new definitions to reflect the addition of new regulations regarding short term rentals of residential dwellings, removes "conversion of architecturally significant dwellings into an inn" and "country inns" from several districts and puts all of these very similar uses under the term "bed and breakfast establishment" to simplify and streamline the Code, and makes subtle changes to Section § ZS 1-340 of the Zoning Code with respect to bed and breakfast establishments to make them more inclusive. This first bill also adds the keeping of not more than two roomers and boarders to select zoning districts that allow single family homes where they were previously omitted in error, creates an entirely new Zoning Code section to deal with the short term lodging issues from platforms such as AirBnb and Vacation Rental by Owner

p.4

(VRBO) and provides that the County Commissioners may by resolution establish standards or require additional information to enforce the provisions.

The second bill repeals Section § TR 2-201 concerning Tourist Permits from the Taxation and Revenue Article and creates an entirely new section entitled Section § TR 2-106 Rental Licenses. This new section is the basis for the entire licensing program. As drafted so far, this section would require a rental license for any type of building, dwelling, recreational vehicle, hotel or motel, cottage, apartment, condominium or site for placement of a recreational vehicle or any other form of shelter for lodging or domicile regardless of the rental term. It further provides that the County Commissioners would set rental license fees by resolution and I recommend that such fees be established by the class of rental. For example, the license fee could be different for hotels and motels on a per room basis as opposed to an entire house or other place of accommodation. I believe it is most important that all rental properties have a license, however. There are also provisions for license applications, terms, renewals and display of licenses, restrictions on licenses, enforcement and revocation of licenses.

p.16

The third bill makes a limited number of changes to the Taxation and Revenue Article in Section § TR 1-601 Hotel Rental Tax to update the language with regard to rental units so that it is consistent with the other sections and articles referenced above. It is important to note that with the development of the rental license and the short term rental regulations, the maximum occupancy of a dwelling unit would remain as currently defined for a family or housekeeping unit in the Zoning Code, specifically, "an individual, two or more persons related by blood or marriage or a group of not more than five persons not related by blood or marriage living together as a single housekeeping group in a dwelling unit." As drafted, these regulations would not permit the occupancy of a dwelling by multiple families or groups of unrelated persons, no matter the length of stay.

p.28

The fourth bill repeals Subtitle V Mobile and Manufactured Home Park Licenses in its entirety, which also serves to eliminate the excise tax for these uses. The lost revenue could be made up in whole or in part by the setting of the rental license fee for the individual mobile or manufactured home sites at whatever level determined necessary by the County Commissioners.

p.37

I would like to point out that there is not a rental license inspection component in any of the legislation. While inspections will certainly be necessary to address licensing complaints, there is currently no requirement for any type of inspection either before or after the issuance of a rental license. Additionally, the draft legislation affecting the Zoning and Subdivision Control Article as it applies to short term rentals permits the County Commissioners to adopt by resolution additional standards or require additional information to enforce the provisions of the Title. While I have not drafted such a resolution for consideration at this point, I suggest that it include such items as providing operable smoke and carbon monoxide detectors in all sleeping areas, posting a floor plan showing the path to the nearest exist, posting maximum occupancy limits, establishing minimum square footage requirements per occupant in sleeping rooms and requirements for a fire extinguisher.

Lastly, I recommend that any changes adopted relative to these recommendations become effective no earlier than January 1, 2020 and be accompanied by an aggressive public information campaign this coming Fall. Since any of these proposed changes would also affect the operations of the Treasurer's Office, I have consulted with Phil Thompson throughout this process. While I cannot speak for Mr. Thompson, I can say with regard to my department that, as outlined, we do not have sufficient staff to implement a comprehensive rental license program as drafted. If we were to contract with a consulting firm to identify short-term rentals such as Talbot County has done and Ocean City has contemplated, I expect it would only add to the staff requirements but would also generate additional revenue.

I look forward to discussing these issues with you and the County Commissioners at your convenience.

cc: Phyllis Wimbrow, Deputy Director
Jennifer Keener, Zoning Administrator
Phil Thompson, Finance Officer

AN ACT Concerning

Zoning - Boarding and Lodging Rentals

For the purpose of amending the Zoning and Subdivision Control Article to eliminate inconsistencies in existing codes, revise definitions and to establish new regulations for short term rentals of one-and two-family dwellings.

Section 1. BE IT ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that the existing definitions of “boarding or lodging house” and “country inn” as contained in Subsection § ZS 1-103(b) of the Zoning and Subdivision Control Article of the Code of Public Local Laws of Worcester County, Maryland be repealed.

Section 2. BE IT FURTHER ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that the existing definition of “transient” as contained in Subsection § ZS 1-103(b) 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:

TRANSIENT - When referring to a person, a person occupying or intending to occupy all or any portion of a structure for lodging on a temporary basis not to exceed twenty-eight consecutive days.

Section 3. BE IT FURTHER ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that the existing definition of “boarder or lodger” as contained in Subsection § ZS 1-103(b) of the Zoning and Subdivision Control Article of the Code of Public Local Laws of Worcester County, Maryland be repealed and replaced by the new terms “lodger” and “roomer or boarder” to read as follows:

LODGER - A person who receives sleeping accommodations, which may also include meals, for compensation in all or any portion of any dwelling unit for twenty-eight consecutive days or less.

ROOMER or BOARDER - A person who receives sleeping accommodations, which may also include meals, for compensation in all or any portion of any dwelling unit for more than twenty-eight consecutive days and who is not part of the resident family.

Section 4. BE IT FURTHER ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that Subsection § ZS 1-103(b) of the Zoning and Subdivision Control Article of the Code of Public Local Laws of Worcester County, Maryland be amended by the addition of a definition of the term “short term rental” to read as follows:

SHORT TERM RENTAL (STR) - All or a portion of any dwelling unit or all of an accessory apartment that is rented to a lodger for sleeping accommodations on a basis not to exceed twenty-eight consecutive days. Short term rentals do not include bed-and-breakfast establishments. See § ZS 1-351 hereof.

Section 5. BE IT FURTHER ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that existing Subsection § ZS 1-105(c) of the Zoning and Subdivision Control Article of the Code of Public Local Laws of Worcester County, Maryland be amended by the addition of a new subsection § ZS 1-105(c)(7) to read as follows:

See p.9

- (7) Short term rentals, subject to the provisions of § ZS 1-351 hereof.

Section 6. BE IT FURTHER ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that existing Subsections §§ ZS 1-202(c)(26) and ZS 1-202(c)(27) of the Zoning and Subdivision Control Article of the Code of Public Local Laws of Worcester County, Maryland be repealed and existing Subsections §§ ZS 1-202(c)(28) through ZS 1-202(c)(46) be renumbered as Subsections §§ ZS 1-202(c)(26) through ZS 1-202(c)(44) respectively.

See p.10

Section 7. BE IT FURTHER ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that existing Subsections §§ ZS 1-203(c)(4) and ZS 1-203(c)(5) of the Zoning and Subdivision Control Article of the Code of Public Local Laws of Worcester County, Maryland be repealed and existing Subsections §§ ZS 1-203(c)(6) through ZS 1-203(c)(22) be renumbered as Subsections §§ ZS 1-203(c)(4) through ZS 1-203(c)(20) respectively.

See p.10

Section 8. BE IT FURTHER ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that existing Subsection § ZS 1-203(d) of the Zoning and Subdivision Control Article of the Code of Public Local Laws of Worcester County, Maryland be amended by the addition of a new Subsection § ZS 1-203(d)(11) to read as follows:

See p.11

- (11) The keeping of not more than two roomers or boarders.

Section 9. BE IT FURTHER ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that existing Subsections §§ ZS 1-204(c)(11) and ZS 1-204(c)(12) of the Zoning and Subdivision Control Article of the Code of Public Local Laws of Worcester County, Maryland be repealed and existing Subsections §§ ZS 1-204(c)(13) through ZS 1-204(c)(22) be renumbered as Subsections §§ ZS 1-204(c)(11) through ZS 1-204(c)(20) respectively.

See p.12

Section 10. BE IT FURTHER ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that existing Subsection § ZS 1-204(e) of the Zoning and Subdivision Control Article of the Code of Public Local Laws of Worcester County, Maryland be amended by the addition of a new Subsection § ZS 1-204(e)(12) to read as follows:

See p.11

- (12) The keeping of not more than two roomers or boarders.

Section 11. BE IT FURTHER ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that existing Subsections §§ ZS 1-208(c)(1) of the Zoning and Subdivision Control Article of the Code of Public Local Laws of Worcester County, Maryland be repealed and existing Subsections §§ ZS 1-208(c)(2) through ZS 1-208(c)(18) be renumbered as Subsections §§ ZS 1-208(c)(1) through ZS 1-208(c)(17) respectively.

See p.13

Section 12. BE IT FURTHER ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that existing Subsection § ZS 1-215(d) of the Zoning and Subdivision Control Article of the Code of Public Local Laws of Worcester County, Maryland be amended by the addition of a new Subsection § ZS 1-215(d)(8) to read as follows:

See P. 11

- (8) The keeping of not more than two roomers or boarders.

Section 13. BE IT FURTHER ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that existing Subsection § ZS 1-340(b)(1) 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:

See P. 14

- (1) No bed-and-breakfast facility shall contain more than twenty guest sleeping rooms. Only designated rooms shall be used for sleeping.

Section 14. BE IT FURTHER ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that existing Subsection § ZS 1-340(b)(7) 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:

See P. 15

- (7) No guest shall be permitted in a bed in a bed-and-breakfast facility for more than twenty-eight consecutive nights.

Section 15. BE IT FURTHER ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that existing Subsections §§ ZS 1-340(b)(9) of the Zoning and Subdivision Control Article of the Code of Public Local Laws of Worcester County, Maryland be repealed and existing Subsections §§ ZS 1-340(b)(10) and ZS 1-340(b)(11) be renumbered as Subsections §§ ZS 1-340(b)(9) and ZS 1-340(b)(10) respectively.

See P. 15

Section 16. BE IT FURTHER ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that a new Section § ZS 1-351 of the Zoning and Subdivision Control Article of the Code of Public Local Laws of Worcester County, Maryland be enacted to read as follows:

New

§ ZS 1-351. Short term rentals.

- (a) Generally. It is the intent of these regulations to maintain the neighborhood character where short term rentals take place and protect the health, safety and general welfare of the permanent residents and the lodgers while allowing this form of renting to exist.
- (b) Requirements.
 - (1) Any dwelling unit or portion thereof that is offered as short term rentals must conform to the provisions of this Title.
 - (2) Any property used or planned to be used for short term rentals shall be

limited to a single rental contract for any overnight period regardless of the number of available sleeping rooms in the principal dwelling unit or accessory apartment.

- (3) Occupancy.
 - A. Where the entire dwelling unit or accessory apartment is being offered for rent, occupancy shall be limited to a maximum of one family or housekeeping unit as defined in § ZS 1-103(b) hereof.
 - B. Where a portion of the principal dwelling is being offered for rent, occupancy shall consist of a maximum of two sleeping rooms that may accommodate up to two lodgers per room not including children under the age of twelve but in no case a greater number of lodgers than may be permitted by the zoning district regulations.
 - C. Accessory apartments shall only be rented in their entirety and shall be limited to a maximum of one family or housekeeping unit as defined in § ZS 1-103(b) herein. Accessory apartments shall also be subject to the provisions of § ZS 1-338 hereof.
- (4) No modifications shall be made to the dwelling unit which shall change the functionality, appearance or principal design of the structure as an individual dwelling unit.
- (5) There shall be no mandatory parking beyond those spaces required under the provisions of § ZS 1-320(a) for the existing permitted structure(s). However, no owner, occupant or lodger shall park a vehicle in such a manner that the vehicle blocks or impedes vehicular access to, or is located within, any public or private rights-of-way.
- (6) The property owner shall maintain a record of the names of all lodgers, including their address, phone number and email address as applicable, as well as the dates of lodging. Such record shall be provided to the County upon request.
- (7) The property owner or their authorized agent shall make the dwelling unit available for inspection during reasonable hours upon request by the County in order to verify compliance with the provisions of this Title.
- (8) On-premises signage shall be permitted in accordance with the provisions of § ZS 1-324.
- (9) The hosting of functions and events, including but not limited to wedding ceremonies, wedding receptions, family reunions, birthday and anniversary celebrations, corporate and employee appreciation parties and other similar gatherings of persons other than the authorized lodgers, shall be prohibited

in association with any short term rentals, regardless of whether or not any form of compensation or barter has been paid or received by any individual or firm for the event.

- (10) The County Commissioners by Resolution may establish additional standards or require additional information as deemed necessary to enforce the provisions of this Title.

Section 17. BE IT FURTHER ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that this Bill shall take effect January 1, 2020.

Current Code

§ ZS 1-105. Interpretation and application of Title.

- (a) Generally. In their interpretation and application, the provisions of this Title shall be held to be minimum requirements adopted for the promotion of the public health, safety, morals and general welfare. Wherever the requirements of this Title are at variance with the requirements of any other lawfully adopted laws, rules, regulations, ordinances, deed restrictions or covenants, the more restrictive or those imposing the higher standards shall govern. Enforcement under this Title shall, however, be limited to enforcement of the terms of this Title, as well as regulations, requirements, conditions and restrictions adopted or imposed pursuant hereto. Only those covenants, deed restrictions or provisions which are required by the Planning Commission, the County Commissioners or agency thereof as a condition of approval obtained hereunder and are clearly indicated as so required upon a document recorded among the land records of the County, unless otherwise required by law, shall be enforceable by the County Commissioners or any agency thereof under the provisions of this Title.
- (b) Uses not specifically permitted. Uses not specifically permitted by the district regulations are prohibited unless authorized by special exception upon a determination by the Board of Zoning Appeals that the use is of the same general character as a permitted use in the particular district, is not specifically mentioned in another district and is compatible with the general character and intent of the district for which the determination is made.
- (c) Uses permitted in all districts. Although not specifically mentioned in the district regulations, the following uses shall be permitted in all primary districts subject to the limitations contained herein:
 - (1) Raising of vegetable, field and nursery crops. No lot requirements shall apply for crops.
 - (2) Timber growing and harvesting. No lot requirements shall apply.
 - (3) Drainage structures and similar works for flood prevention and erosion control. No lot requirements shall apply.
 - (4) Directional signs, subject to the provisions of §§ ZS 1-116(c)(3) and ZS 1-324(d)(2) hereof.
 - (5) Transient uses, subject to the provisions of §§ ZS 1-116(c)(3) and ZS 1-337 hereof.
 - (6) Small and medium solar energy systems and heating equipment, subject to the requirements of § ZS 1-344(d) hereof. [Added 3-15-2011 by Bill No. 11-2]

Add (7)

A-2 District and E-1 District

§ ZS 1-202

PRIMARY DISTRICT REGULATIONS

§ ZS 1-202

Delete

(26) Conversion of an existing historic or architecturally significant dwelling into an inn of a type compatible with the character of the neighborhood but not for use as a nightclub, tavern or roadhouse. Minimum lot requirements shall be: lot area, two acres; lot width, two hundred feet; front yard setback, thirty-five feet [see § ZS 1-305(b) hereof]; each side yard setback, fifty feet; and rear yard setback, fifty feet. Historic inns shall be established only with Health Department approval and shall be subject to the provisions of §§ ZS 1-322 and ZS 1-325 hereof. To be considered "historic," a dwelling must be on or eligible for inclusion on the National Register of Historic Places. Existing inactive inns may be reactivated under the provisions of this section. The dwelling may not be enlarged to the extent that the public areas of the inn constitute an addition of more than fifty percent of the first floor area of the original dwelling. Dining facilities are permitted, but dining areas may not exceed fifty square feet per sleeping room. Required parking shall be the same as required for hotels/motels. No external architectural modifications which alter the original character of the dwelling shall be permitted.

(27) Country inns for transient overnight guests. Minimum lot requirements shall be: lot area, five acres; lot width, two hundred feet; front yard setback, thirty-five feet [see § ZS 1-305(b) hereof]; each side yard setback, fifty feet; and rear yard setback, fifty feet. Country inns shall be subject to the provisions of §§ ZS 1-322 and ZS 1-325 hereof. Country inns shall contain a minimum of seven sleeping rooms and a maximum of twenty sleeping rooms. Required parking shall be the same as required for hotels/motels.

(28) Bed-and-breakfast establishments, subject to the provisions of § ZS 1-340 hereof.

(29) Surface mining in accordance with the provisions of § ZS 1-330 hereof.

(30) Commercial riding and boarding stables for three or more animals. Minimum lot requirements shall be: lot area, five acres; lot width, five hundred feet; front yard setback, thirty-five feet [see § ZS 1-305(b) hereof]; each side yard setback, thirty feet; and rear yard setback, thirty feet. Furthermore, stables shall be located at least two hundred feet from any perimeter property line or public road right-of-way, and there shall be one acre of lot area for each animal stabled.

(31) Conversion of existing vacant or inactive structures previously utilized for commercial, industrial or agricultural processing purposes into uses consistent with the intent of the A-2 District and its permitted principal uses and with the general character of the surrounding area. Minimum lot requirements shall be as determined and approved by the Board of Zoning Appeals. Conversion of existing structures shall be established only with Health Department approval and shall be subject to the provisions of § ZS 1-325 hereof.

(32) Churches, temples and mosques. Minimum lot requirements shall be: lot area, two acres; lot width, two hundred feet; front yard setback, thirty feet [see

or public road and no variance to this requirement is permitted notwithstanding the provisions of § ZS 1-116(c)(4). Any amplified music associated with such a use must end by 11:00 p.m. [Added 9-19-2017 by Bill No. 17-914]

- (22) Any use or structure which is determined by the Board of Zoning Appeals to be of the same general character as an above-permitted use, not specifically mentioned in another district and compatible with the general character and intent of the E-1 District.

(d) Accessory uses and structures. The following accessory uses and structures shall be permitted in the E-1 District:

Same for V-1 District and RP District

- (1) Noncommercial private residential parking garages and areas, stables for horses or ponies, swimming pools and other customary nonresidential outbuildings and structures for the use of residents. Stables shall be at least fifty feet from any perimeter property line or public road right-of-way and at least two hundred feet from any existing dwelling on adjoining properties.
- (2) Customary incidental home occupations, subject to the provisions of § ZS 1-339 hereof.
- (3) Roadside stands not to exceed a maximum of one hundred fifty square feet in size and offering for sale fresh agricultural products, operated by the property owner or tenant of the premises upon which such stand is located. Such stands shall be located so as not to create a traffic hazard, shall be completely removed at the end of the fresh product season and shall be subject to the provisions of § ZS 1-305(h)(2)A hereof. Signs shall be subject to the provisions of § ZS 1-324 hereof.
- (4) Signs on the premises advertising a lawful use conducted on the premises and temporary and directional signs. All signs shall be subject to the provisions of § ZS 1-324 hereof.
- (5) Private waterfront structures, subject to the provisions of § NR 2-102 of the Natural Resources Article of the Code of Public Local Laws of Worcester County, Maryland and § ZS 1-335 hereof.
- (6) Temporary buildings and structures, subject to the provisions of § ZS 1-334 hereof.
- (7) Accessory apartments, subject to the provisions of § ZS 1-338 hereof.
- (8) Yard sales, subject to the provisions of § ZS 1-341 hereof.
- (9) On a farm, as herein defined, a second single-family dwelling for the farm owner, farm tenant or member of his immediate family or for a person primarily engaged in the operation of the farm, provided that the dwelling is located such that, if it were subdivided from the main parcel, it could meet all of the requirements for a single-family dwelling in the E-1 District.
- (10) On a farm, as defined herein, not more than two manufactured homes for the farm owner, tenant or member of his immediate family or for persons primarily engaged in the operation of the farm, provided that such manufactured homes are located in the farm building group, no closer to any public road right-of-way than the principal building, no closer than the required front yard setback and not less than one hundred feet from any side or rear lot line. Such manufactured homes shall be located only with the Environmental Programs Division approval, subject to the provisions of § ZS 1-314 hereof. A manufactured home in the farm building group shall be located within two hundred feet of the main farm building or accessory farm structure.

8

Add (11) →

§ ZS 1-305(b) hereof]; each side yard setback, fifteen feet; and rear yard setback, thirty feet; and subject to the provisions of §§ ZS 1-305(r) and ZS 1-325 hereof.

(10) Assisted living facilities, provided they are residence-based and serve no more than five clients. Minimum lot requirements shall be: lot area, eighty thousand square feet; lot width, two hundred feet; front yard setback, fifty feet [see § ZS 1-305(b) hereof]; each side yard setback, fifty feet; and rear yard setback, fifty feet; and subject to the provisions of § ZS 1-325 hereof.

Delete

(11) Boarding or lodging houses limited to six boarders or roomers in addition to the resident family and in accordance with the Worcester County Rental Housing Code,⁸ subject to the provisions of § ZS 1-325 hereof. Minimum lot requirements shall be: lot area, ten thousand square feet [see § ZS 1-305(l) hereof]; lot width, eighty feet; front yard setback, twenty-five feet [see § ZS 1-305(b) hereof]; each side yard setback, eight feet; and rear yard setback, thirty feet.

(12) Country inns for transient overnight guests shall contain a minimum of seven rooms and a maximum of twenty rooms. Required parking shall be the same as required for hotels/motels. Minimum lot requirements shall be: lot area, five acres; lot width, two hundred feet; front yard setback, thirty-five feet [see § ZS 1-305(b) hereof]; each side yard setback, fifty feet; and rear yard setback, fifty feet. Country inns will be subject to the provisions of §§ ZS 1-322 and ZS 1-325 hereof.

(13) Group homes. Minimum lot requirements shall be: lot area, ten thousand square feet [see § ZS 1-305(l) hereof]; lot width, eighty feet; front yard setback, twenty-five feet [see § ZS 1-305(b) hereof]; each side yard setback, eight feet; and rear yard setback, thirty feet. The applicant shall provide evidence that such facility shall be of sufficient size to accommodate the proposed number of developmentally disabled persons and staff and that the facility will not constitute a nuisance. Such facility shall be subject to the provisions of § ZS 1-325 hereof, and no group home shall be located within one thousand feet of any other group home.

(14) Public utility structures and properties other than essential services as defined in § ZS 1-121 hereof, including cross-County lines and mains of all kinds, subject to the provisions of § ZS 1-325 hereof. Minimum lot requirements for construction, maintenance or storage buildings or yards shall be: lot area, twenty thousand square feet; lot width, one hundred feet; front yard setback, thirty-five feet [see § ZS 1-305(b) hereof]; each side yard setback, thirty feet; and rear yard setback, thirty feet. See § ZS 1-328 hereof for lot requirements for all other facilities. During its review of any public utility structure or property, the Planning Commission may require screening, buffering or landscaping of said structure or property where deemed necessary to protect adjoining land uses.

(15) Wastewater and water treatment facilities, with the exception of sewage sludge disposal areas, in accordance with the provisions of § ZS 1-328 hereof.

8. Editor's Note: See § BR 3-101 et seq. of the Building Regulations Article of the Code of Public Local Laws of Worcester County, Maryland.

- (c) Special exceptions. The following principal uses and structures may be permitted by special exception in the R-4 District in accordance with the provisions of § ZS 1-116(c) hereof:

Delete

- (1) Boarding and lodging houses. Minimum lot requirements shall be: lot area, twelve thousand square feet [see § ZS 1-305(I) hereof]; lot area per boarder or lodger, two thousand square feet; lot width, eighty feet; front yard setback, twenty-five feet [see § ZS 1-305(b) hereof]; each side yard setback, six feet; and rear yard setback, thirty feet.
- (2) Nursing facilities and assisted living facilities. Minimum lot requirements shall be: lot area, twenty thousand square feet; lot width, one hundred feet; front yard setback, twenty-five feet [see § ZS 1-305(b) hereof]; each side yard setback, twenty feet; and rear yard setback, twenty feet.
- (3) Planned senior developments, subject to the provisions of § ZS 1-316 hereof.
- (4) Schools, including boarding schools. Minimum lot requirements shall be: lot area, five acres; lot width, four hundred feet; front yard setback, thirty-five feet [see § ZS 1-305(b) hereof]; each side yard setback, fifty feet; and rear yard setback, fifty feet
- (5) Day-care centers. Minimum lot requirements shall be: lot area, twelve thousand square feet [see § ZS 1-305(I) hereof]; lot width, eighty feet; front yard setback, twenty-five feet [see § ZS 1-305(b) hereof]; each side yard setback, six feet; and rear yard setback, thirty feet.
- (6) Churches, temples and mosques. Minimum lot requirements shall be: lot area, forty thousand square feet; lot width, one hundred feet; front yard setback, thirty-five feet [see § ZS 1-305(b) hereof]; each side yard setback, twenty feet; and rear yard setback, twenty feet.
- (7) Cemeteries, including chapels and mausoleums. Minimum lot requirements shall be: lot area, forty thousand square feet; lot width, two hundred feet; front yard setback, thirty-five feet [see § ZS 1-305(b) hereof]; and no side or rear yard setbacks shall apply unless imposed by the Board. No structures, monuments or grave sites shall be located in any required yard setback.
- (8) Private noncommercial marinas designed for the mooring, launching and fueling of pleasure craft, provided that dry storage and boat maintenance facilities do not exceed twenty-five feet in height. Minimum lot requirements shall be: lot area, twenty thousand square feet; lot width, one hundred feet; front yard setback, thirty-five feet [see § ZS 1-305(b) hereof]; each side yard setback, thirty feet; and rear yard setback, thirty feet; provided, however, that any such marina, boat storage, launching or maintenance facility must be incidental to a principal permitted use or structure, group of uses or group of structures and located on the same or on a contiguous lot or tract of land. Such marina, boat storage, launching or maintenance facility may serve a single lot or group of lots, provided that it is contiguous to one or more of such lots or a common area contiguous to and serving the lots. Any marina, boat storage, launching or maintenance facility may not provide for the docking, storage or maintenance of more than one boat per lot or per dwelling unit. The Board of Zoning Appeals may grant a waiver of the

- (3) Nothing, other than parts or supplies used in the occupation, shall be sold or stocked on the premises except what is produced on the premises or as permitted by special exception by the Board of Appeals.
- (4) There shall be no visible change in the outside appearance of the building or premises, except for one sign as provided in § ZS 1-324 hereof.
- (5) The occupation shall not create noise, vibration, glare, light trespass, fumes, odors or electrical interference which is objectionable to neighboring uses.
- (6) The use of the dwelling unit for such occupation shall not generate substantial amounts of vehicular or pedestrian traffic.
- (7) Off-street parking shall be provided in accordance with the provisions of § ZS 1-320 hereof.
- (8) The operation of a day-care home shall be considered a home occupation and shall not be subject to the six-hundred-square-foot gross floor area limitation as specified in this section or to any off-street parking requirements.
- (9) The operation of a large day-care home as defined in § ZS 1-103(b) hereof shall be considered a home occupation in the A-1 and A-2 Agricultural Districts and in the E-1 Estate District and shall not be subject to the six-hundred-square-foot gross floor area limitation as specified in Subsection (a)(1) hereof nor to any off-street parking requirements. [Added 2-18-2014 by Bill No. 14-1^s]
- (10) In the A-1 and A-2 Districts on parcels greater than eighty thousand square feet in area, the area used for a home occupation in an existing accessory building or the gross floor area of a single accessory building to be constructed for a home occupation may comprise up to three thousand square feet in gross floor area.
- (11) A home occupation shall not be interpreted to include animal boarding facilities, restaurants, lounges, overnight exterior storage, body piercing establishments or tattoo establishments.
- (12) Engaging in agriculture shall not be considered a home occupation.

§ ZS 1-340. Bed-and-breakfast establishments.

- (a) Bed-and-breakfast defined. A "bed-and-breakfast establishment" shall be a single-family, owner-occupied dwelling in which overnight sleeping rooms are rented on a short-term basis to transients.

Revise (b) Restrictions on bed-and-breakfast establishments.

- (1) No bed-and-breakfast facility shall contain more than six guest sleeping rooms. Only designated rooms shall be used for sleeping.

5. Editor's Note: This bill also renumbered former Subsection (a)(9), (10) and (11) as Subsection (a)(10), (11) and (12), respectively.

- (2) A minimum of one full bathroom with a lavatory, toilet and shower or tub or combination thereof shall be available for every three guest rooms.
- (3) No guest room shall contain more than two beds.
- (4) Off-street parking shall be provided at the rate of one space per guest room and two spaces for the owner-occupant.
- (5) No cooking facilities shall be permitted in any guest room.
- (6) Upon conversion of an existing dwelling to a bed-and-breakfast facility, no additional entrance shall be permitted in the front facade.
- Revise (7) No guest shall be permitted in a bed-and-breakfast facility for more than fourteen consecutive nights.
- (8) No more than four persons shall simultaneously occupy any one sleeping room in a bed-and-breakfast facility.
- Delete (9) There shall be no more than two nonresident employees in or about the bed-and-breakfast facility.
- (10) No on-premises sign advertising the bed-and-breakfast facility shall exceed four square feet.
- (11) Meals shall be served only to overnight guests, owners, the owners' family or employees of the bed-and-breakfast facility.

§ ZS 1-341. Yard sales.

- (a) Generally. A yard sale may be conducted only pursuant to a permit issued by the Department, except as exempted in this section.
- (b) Exemption. Two yard sales per calendar year may be conducted by the owners of a lot within the County on their lot and subject to the provisions stated in Subsection (c) hereof and such yard sales shall be exempted from the permit requirements of this section. Any additional yard sales conducted on the premises shall be required to obtain a yard sale permit as described in this section.
- (c) Requirements. The Department shall issue a permit for a yard sale meeting the following requirements:
- (1) In addition to the two yard sales per calendar year which are exempt from the permit requirements as cited in Subsection (b) hereof, no more than three yard sale permits shall be issued for any one parcel in any one calendar year.
 - (2) Each yard sale permit shall be for a period not to exceed seventy-two consecutive hours.
 - (3) A yard sale permit may provide for alternative dates.
 - (4) The display area for any yard sale shall not exceed one thousand square feet.

AN ACT Concerning

Taxation and Revenue - Licenses and Permits

For the purpose of amending the Taxation and Revenue Article to eliminate tourist permits and to provide for rental licenses for any sleeping accommodations.

Section 1. BE IT ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that existing Section § TR 2-201 of the Taxation and Revenue Article of the Code of Public Local Laws of Worcester County, Maryland be deleted and existing Section § TR 2-202 be renumbered as Section § TR 2-201.

See
p. 22

Section 2. BE IT FURTHER ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that a new Section § TR 2-106 of the Taxation and Revenue Article of the Code of Public Local Laws of Worcester County, Maryland be enacted to read as follows:

New

§ TR 2-106. Rental licenses.

- (a) Definitions. For the purposes of this section the words and terms contained herein shall have the meanings and interpretations as ascribed by the definitions contained in Section § ZS 1-103 of the Zoning and Subdivision Control Article of the Code of Public Local Laws of Worcester County, Maryland.
- (b) License required. No person, firm or corporation or any other entity with an interest in real property shall rent or offer for rent all or any portion of any house, townhouse, apartment, condominium unit, cottage, cabin, manufactured home, rooming house, recreational vehicle, recreational park model, hotel or motel room, or any other building or structure or portion thereof as sleeping accommodations or any lot or parcel of land for the purposes of placing a manufactured or mobile home, recreational vehicle or tent, regardless of the length of the rental term, without first obtaining a rental license from the Department. Rental licenses shall be issued only to the property owner.
- (c) License fees. Rental license fees shall be established by resolution of the County Commissioners. License fees payable upon application are non-refundable and no license fee will be prorated, upon cancellation, whether voluntary or otherwise.
- (d) Applications. Applications for a rental license shall be made on forms provided by the Department. The application shall be submitted to the Department together with the following information:
 - (1) For buildings or structures other than a hotel or motel where only a portion of the principal or accessory structure or building on a property is being offered for rental the applicant shall provide a floor plan drawn to scale that clearly shows the sizes and uses of all rooms and areas in the structure and those rooms and/or areas

that may be available to rent. The floor plan shall indicate the maximum number of persons permitted in each sleeping area. Additionally, a site plan of the property shall be provided which clearly shows any outdoor areas of the property that are available for use by those renting a portion of the principal or accessory building or structure, including the area designated for off-street parking.

- (2) For hotels and motels the applicant shall provide a list of all rooms available for rent, including the room number, the gross square footage of the room and the maximum number of persons permitted in each room.
 - (3) For all buildings or structures where the entire building or structure is being offered for rent the applicant shall provide a floor plan drawn to scale that clearly shows the sizes of all rooms and areas in the structure and their intended use. In addition, the floor plan shall indicate the maximum number of persons permitted to occupy the structure.
 - (4) For all manufactured or mobile home parks and campgrounds other than cooperative campgrounds as defined in Section § ZS 1-318(a), the applicant shall provide a list of all lots or sites in the park or campground and the maximum number of persons permitted to occupy each lot or site.
 - (5) A copy of the standard lease or rental agreement and a copy of any house or property rules for renters.
 - (6) The names, mailing address, e-mail address and telephone number of all of the property owner(s) and, if applicable, the property manager and resident agent, any of whom may be contacted twenty-four hours a day during any property rental period. The signature of all property owners shall be provided on the application.
 - (7) Any other information determined necessary by the Department to ensure compliance with the terms of this Title and the laws and regulations adopted under any other Title of the Code of Public Local Laws of Worcester County, Maryland.
- (e) License term, renewal and display of license.
- (1) Applications for all new rental licenses may be made at any time. However, all rental licenses shall be valid for a period of one year from the date of issuance as shown on the rental license.
 - (2) All applications for license renewals shall be made on forms provided by the Department and submitted not less than sixty days prior to the expiration of the license. The information required to be submitted for a new rental license as listed in Subsection (d)(1) through (d)(7) herein need not be submitted provided that none of the information has changed since the last license renewal. If the application for renewal is not received at least sixty days prior to the license expiration, it will be treated as a new application and shall comply with all initial application requirements. If a rental license expires without being renewed as

provided herein, the property shall not be used for rental purposes described by this Section until a new license application is submitted, approved and issued as provided for herein.

- (3) All issued rental licenses shall be prominently displayed on the premises to which it applies and shall be available for inspection at all times and to the County.
- (4) All advertising, whether by print, electronic, audible or in any other form or substance designed or used to inform as to the availability of any property for rent which is subject to the terms of this Section, shall contain the valid rental license number issued in accordance with this Section.

(f) Uses allowed and restrictions on licenses.

- (1) Only those areas, uses and number of residents, roomers, boarders or lodgers or any other parameter specifically mentioned in the rental license shall be permitted. No property for which a rental license has been issued shall be expanded or altered nor the types of rental arrangements modified to be other than those specifically described in the rental license without the licensee first applying for and being issued a new rental license which includes the expansion, alteration or modifications. Additionally, all properties used for the rental purposes described herein shall conform to the limitations and restrictions contained in the Zoning and Subdivision Control Article for the zoning district in which the property is located and the terms of the Building Regulations Article, Title 3 Property Maintenance Standards, Subtitle I Rental Housing Code, of the Code of Public Local Laws.
- (2) Rental licenses are not transferable. If a property is transferred, the rental license shall expire on the day the property is transferred and the property shall not thereafter be used for rental purposes until a new license is issued. Contract purchasers may apply for a new rental license prior to settlement on a property. However, the license shall not be issued until the new property owner provides the Department with proof of property transfer. There shall be no refunds of rental license fees for the unused portion of the license term or for unissued rental licenses when applied for by contract purchasers prior to property settlement in the event the property transfer does not occur.
- (3) A rental license may not be issued unless the subject property is in full compliance with all State and local laws and regulations.

(g) Administration and enforcement, inspection and penalties.

- (1) The responsibility for the administration and enforcement of this Title shall be vested in such County Department (hereinafter called the "Department") as designated or created for such purpose by the County Commissioners. The Department may delegate to its own personnel and to other persons such duties and responsibilities in connection with the administration and enforcement of this

Title as are appropriate in the Department's judgement. The staff of the Department or any public safety or law enforcement agency or department shall have the right to enter upon any property for which a rental license has been issued hereunder in order to inspect such license and such property or parts of such property which are covered by the license provided, however, that nothing herein shall be so construed so as to give said individuals the right or privilege of entering upon any such premises or any part thereof while the same are under the control or supervision of a tenant of the license holder without permission of that tenant or having obtained a valid search warrant, if applicable, unless such premises is usually and customarily open to members of the public.

- (2) If the Department shall find that any of the provisions of this Title are being violated, it shall notify the property owner and, if applicable, the property manager or resident agent either by certified mail, by posting the property or by other appropriate method, including by e-mail with delivery and read receipts requested. Such notification shall indicate the nature of the violation and order the action necessary to correct it within a reasonable period of time as determined by the Department.
- (3) At the conclusion of such reasonable period, if the violation has not been satisfactorily corrected in the judgement of the Department, the Department shall take appropriate action to bring about the correction of such violation or shall take any other action authorized by law to ensure compliance with this Section and prevent violation of its provisions. Violations of the provisions of this Section or failure to comply with any of its requirements shall constitute a civil infraction. Potential penalties may include but are not limited to suspension or revocation of the license, fines, filing of an injunction to bring about correction of any violations, and abatement of imminent dangers to the health and safety of the occupants as determined by the Department. Each day of a violation constitutes a separate offense. The remedies available to the County and the Department under this Title are cumulative and not exclusive.
- (4) Any person establishing, maintaining, renting or operating any place as herein described without first obtaining a rental license or operating or maintaining the same in violation of this Section or regulations or standards adopted by resolution of the County Commissioners shall be guilty of a civil infraction.
- (5) In the event that a rental license is revoked, the Department shall not issue a rental license for that particular property for a period of three years to the former license holder or member of the former license holder's housekeeping unit as defined in § ZS 1-103(b).
- (6) After providing the owner of the licensed property an opportunity to be heard, the County Commissioners may revoke, suspend or refuse to renew any rental license issued in accordance with this Section for any of the following reasons:
 - A. A material falsification, as determined by the County Commissioners, of

any information supplied on a rental license application or in any additional information supplied by the property owner, applicant, property manager or any person as part of the rental license application or renewal process.

- B. Any activity conducted on the licensed premises that is or would be detrimental to the health, safety or welfare of the public as determined by the County Commissioners.
- C. Conviction of an applicant, property owner, applicant, property manager or any person in control of a property of any felony crime, regardless of where committed, or any violation of gambling, alcoholic beverage, controlled substance or prostitution laws during the rental license period by any person while on the property.
- D. A repeated failure to conform to the rental license conditions, any rules and regulations adopted by resolution of the County Commissioners with regard to properties licensed under this Section, the Zoning and Subdivision Control Article of the Code of Public Local Laws as it applies to rental properties or the terms of the Building Regulations Article, Title 3 Property Maintenance Standards, Subtitle 1 Rental Housing Code of the Code of Public Local Laws.
- E. Recurrent offensive conduct or behavior of any person or persons on the property causing a public nuisance or disturbance as determined by the County Commissioners.

Section 3. BE IT FURTHER ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that this Bill shall take effect January 1, 2020.

Current Code

Title 2

LICENSES AND PERMITS

SUBTITLE I
Licenses

- § TR 2-101. Music boxes, player pianos and other mechanical music devices.
- § TR 2-102. Coin-operated vending machines, general provisions.
- § TR 2-103. Licensing of coin-operated vending machines; fees;

exemptions; additional regulations.

- § TR 2-104. Peddlers and salesmen.
- § TR 2-105. Amusement devices and arcade licenses.

Add 2-106. Rental Licenses.

SUBTITLE II

Permits

- § TR 2-201. Tourist permits. Delete
- § TR 2-202. Gaming permits.

[HISTORY: Adopted by the Board of County Commissioners of Worcester County 8-25-1981 by Bill No. 81-5 as Title 2 of the Taxation and Revenue Article of the 1981 Code. Amendments noted where applicable.]

SUBTITLE I
Licenses

§ TR 2-101. Music boxes, player pianos and other mechanical music devices. [Amended 11-10-1987 by Bill No. 87-5]

Every person, firm or corporation keeping, maintaining or operating for public entertainment in Worcester County any music box, mechanical player piano, graphophone or other similar mechanical musical device played by the insertion of a coin or token shall obtain an annual county license therefor from the Board of County Commissioners of Worcester County and shall pay fees as set by resolution of the County Commissioners for each independent coin-operated speaker delivering music on the same premises. Each machine or device licensed must have affixed to it a tag issued by said Board, showing that the fee for the current year has been paid. All licenses shall expire on the 30th day of April of each year, shall not be transferable and shall not be prorated. Any person, firm or corporation keeping, maintaining or operating any such machines or device without such license shall be guilty of a civil infraction.

§ TR 2-102. Coin-operated vending machines, general provisions.

The County Commissioners of Worcester County are hereby authorized to provide for the licensing of each person, firm or corporation selling or offering for sale through or by means of coin-operated vending machines any article or goods or merchandise, to establish the license fees and to prescribe regulations for the issuance of said licenses. Said Commissioners are further authorized to provide a metal tag or stamp to be applied to such vending machines upon

- (2) Free-play pinball machines with a push button or other device or scheme to release registered free plays.
- (b) Permitted machines by license. The following are legalized if properly licensed hereunder:
 - (1) Multiple-coin free-play pinball machines without a push button or other device or scheme to release registered free plays are legalized for an annual license fee of not less than twenty-five dollars nor more than one hundred dollars each, as established by resolution of the County Commissioners, which shall be due regardless of whether or not an arcade license is purchased pursuant hereto.
 - (2) Claw machines, shuffleboard, mechanical bowling machines, single-coin pinball machines or any similar device for public amusement only whose operation requires the insertion of a coin or token and the result of whose operation depends in whole or in part upon the skill of the operator are legalized for an annual license fee of not less than ten dollars nor more than fifty dollars each, as established by resolution of the County Commissioners.
- (c) Arcade licenses. Arcade licenses in lieu of individual licenses for machines listed under Subsection (b)(2) hereof.
 - (1) For any arcade having from fifty to one hundred machines or devices described in Subsection (b)(2) above, annual license fee of one thousand dollars.
 - (2) For any arcade having more than one hundred and not more than one hundred and fifty machines or devices described in Subsection (b)(2) above, annual license fee of one thousand five hundred dollars.
 - (3) For any arcade having more than one hundred fifty and not more than two hundred machines or devices described in Subsection (b)(2) above, annual license fee of two thousand dollars.
 - (4) For any arcade having more than two hundred machines or devices described in Subsection (b)(2) above, annual license fee of two thousand five hundred dollars.
- (d) Violations. Any person who violates the provisions of this section shall be guilty of a civil infraction. [Added 11-10-1987 by Bill No. 87-5]

SUBTITLE II

Permits

Delete

§ TR 2-201. Tourist permits.

(a) General provisions.

- (1) All rules, regulations, provisions and requirements enacted, adopted and established by the County Commissioners of Worcester County, Maryland, herein shall be in addition to and not in substitution of the provisions of Article 25, § 27, of the Annotated Code of Maryland, 1957 Edition.
- (2) No person, firm or corporation shall establish, maintain or operate any tourist camp, cabins for hire, any tourist cabin, motel, apartment house or rooming house or any

other structure or building, including trailers or trailer homes, whether mounted on wheels or not, and tents, capable of being rented to four or more persons at any one time, and for rental to or for use by transients, tourists, vacationers or persons residing temporarily in, on or upon such premises for a period of less than six months, outside of the corporate limits of any incorporated town or city in Worcester County, Maryland, without first having obtained a tourist permit from the County Commissioners thereof.

- A. Any trailer park wherein trailers or trailer homes are kept and maintained for the purposes of renting to others and any tenting or camping area where tents, cabins or other living quarters are kept and maintained for the purpose of renting to others shall also be deemed to be a tourist camp for the purposes of this section.
- B. Any cabin, tent or trailer, outside of a tourist camp as set forth above, containing or capable of containing sleeping accommodations for the use of four or more persons at any one time shall be deemed to be within the meaning of this section.
- C. Any rooming house containing one or more bedrooms or sleeping rooms, all of which contain or are capable of containing sleeping accommodations for the use of four or more persons at any one time, shall be deemed to be within the meaning of this section.
- D. Any person, firm or corporation having control over or maintaining any trailer park, tenting area or camping area where it is permitted to park, erect or maintain trailers, tents or other structures, not owned by such person or firm or corporation, but held out for the purposes of rental as set forth above, shall be responsible for obtaining a tourist permit therefor.
- E. A dormitory shall be considered to be a rooming house within the meaning of this section.
- F. The words "hotel" and "motel" are hereby deemed to be synonymous within the meaning of the provisions of this section, and any building or structure called or known as a "hotel" shall be subject to the provisions hereof.

(b) Applications.

- (1) Applicants for a tourist permit shall make application on forms to be supplied by the County Commissioners for Worcester County, upon request addressed to the License Clerk of the County Commissioners, Snow Hill, Maryland.
- (2) All applications must contain the following:
 - A. The proper name and permanent mailing address of the applicant.
 - 1. If the applicant is the owner of the premises, each owner must apply, including husband and wife; if the applicant is a tenant or lessee, each tenant or lessee must apply, including husband and wife.
 - 2. If the applicant is a firm or partnership, each member of such firm or partnership must apply, and the trade name and address, if any, of the firm or partnership must be listed.

3. If the applicant is a corporation, application must be made in the name of the corporation, signed by the president or vice president thereof, and the names and permanent mailing addresses of the principal officers must be listed.
- B. The address or description of the location of the premises.
 - C. A description of the premises for which the permit is requested, such as tourist camp, tourist cabin, trailer park, motel, etc.
 - D. If the applicant is not the owner of the premises, the name and permanent mailing address of the owner and a statement of how the premises are held by the applicant under such owner, such as tenants, subtenant, trustee, agent, etc.
 - E. A statement of the number of units contained, maintained or erected upon the premises for which the tourist permit is sought. For the purpose of this provision, a "unit" is defined as follows:
 1. Each apartment or living unit held for rental in an apartment house building shall be considered to be one unit.
 2. Each separate apartment, living unit or room used for sleeping accommodations held for rental in a hotel or motel shall be considered to be one unit. The fact that two rooms used for sleeping accommodations may at times be used as one apartment or living unit by the use of connecting doors shall not destroy their individual identity for the purposes of this section.
 3. Each cabin, trailer, tent or other structure or building used for or capable of being used for sleeping accommodations in a tourist court, trailer park or tenting or camping area and held for rental shall be considered to be one unit.
 4. Each bedroom or sleeping room held for rental in a rooming house shall be considered to be one unit.
 5. In a dormitory, two double beds or four single beds held for rental shall be considered to be one unit.
 6. Where not in one of the above classifications, each cabin, trailer, tent, building or other structure containing or capable of containing sleeping accommodations for one or more persons at any one time and held for rental shall be considered to be one unit.
- (3) All applications shall be filed with the License Clerk to the County Commissioners of Worcester County, Snow Hill, Maryland, together with the required fee for the issuance of a tourist permit. If the application is approved, the County Commissioners will retain said permit fee. If the application is denied, the permit fee will be returned to the applicant at the mailing address set forth in the application.
 - (4) All activities conducted pursuant to any permit granted hereunder shall be conducted in a manner such as, in the discretion of the County Commissioners, shall not be detrimental to the health, safety, welfare and morals of the public.

(5) Renewal applications shall be made in the same manner as hereinabove set forth.

(c) Action of County Commissioners; hearing.

(1) Within a reasonable time after receipt of the application, the County Commissioners may approve the application, without hearing. If the application is approved, a tourist permit will be granted to the applicant and mailed to him at the address appearing on the application. If the application is not approved, the applicant shall be so notified of such by letter setting forth the reasons for failure to approve the same and mailed to the applicant at the address appearing on the application.

(2) Hearing.

A. Within ten days from the date of receipt of notice of failure to approve the application, an applicant may file a written request to the County Commissioners for a hearing on such application. The County Commissioners shall thereupon set the same for hearing not later than twenty days from the date of receipt of such written request and shall notify all parties in interest thereof, by mail, at least five days prior thereto.

B. The County Commissioners shall render a decision on the matters and facts brought forth at such hearing on or before twenty days from the date of such hearing and shall notify all parties in interest of such decision by mail. Such decision shall be final. If the County Commissioners determine that the application meets all applicable health, safety, fire, zoning and building standards, the application must be approved.

C. Any hearing may be postponed or continued from time to time by the County Commissioners, in their discretion, at their convenience or upon request of a party in interest for cause.

(d) Revocation or suspension.

(1) The County Commissioners may revoke or suspend a tourist permit, in their discretion, for cause, after notice and hearing, and upon its own motion.

(2) The procedure for such hearing and notice shall generally conform to the provisions of Subsection (c) above.

(e) Reasons for denial of application, revocation or suspension.

(1) The County Commissioners may, in their discretion, deny an application or revoke or suspend a tourist permit for the following reasons:

A. An incomplete or incorrect application.

B. The activity is or would be detrimental to the health, safety or welfare of the public.

C. Conviction, within the period of one year, of an applicant of any crime committed upon the premises involving a breach of morals or violations of gambling or alcoholic beverage laws.

- D. Failure to conform to the rules and regulations prescribed or any subsequent amendments thereto.
- E. Recurrent offensive conduct or behavior of any person or persons on the premises, causing a public nuisance or disturbance.
- (f) Permit year, proration, fees and transfers.
- (1) Tourist permits shall be issued annually by the County Commissioners for a period of one year from June 1 to May 31 in every year.
 - (2) No permit fees will be prorated, either upon application or upon cancellation, whether voluntary or otherwise.
 - (3) Tourist permit fees shall be as prescribed by resolution of the County Commissioners.
 - (4) No permit issued hereunder shall be transferable, either to another person for the same premises or to other premises by the applicant to whom issued.
- (g) Display of permit. The tourist permit shall at all times be displayed in open view in the principal office on the premises for which it is issued or, if there is no such office, then on the wall of the central hall or room near the main entrance of said premises.
- (h) Enforcement, inspection and penalties.
- (1) The provisions of this section shall be enforced by the County License Department, which shall perform such duties as may be assigned to or required of it under this regulation and such other duties as may be assigned by the County Commissioners. In the performance of such duties, the Department shall have all authority, rights, privileges, powers and immunities reasonably necessary to enable it to carry out such duties and shall be considered to be a law enforcement agency and its members peace officers of Worcester County.
 - (2) The County License Inspectors of the License Department shall have the right to enter upon any premises for which a tourist permit has been issued hereunder in order to inspect such permit and such premises or parts of such premises which are then and there under the control and/or supervision of the permit holder; provided, however, that nothing herein shall be so construed so as to give said County License Inspectors the right or privilege of entering upon any such premises or any part thereof while the same are under the control or supervision of a tenant of the permit holder without permission of that tenant, a valid search warrant or unless such premises or part thereof is usually and customarily open to members of the public.
 - (3) Violations.
 - A. Violations. Any person establishing, maintaining or operating any establishment or place as herein described without first obtaining a permit or operating or maintaining the same in violation of this section shall be guilty of a civil infraction. [Amended 11-10-1987 by Bill No. 87-5]
 - B. Action of County Commissioners.
 1. If any person, firm or corporation shall violate any provision, restriction or requirement of Article 25, § 27, of the Annotated Code of Maryland, 1957

Edition, or any provision, restriction or requirement of this section, such place, establishment or premises shall be subject to be abated as a nuisance by the County Commissioners, in their discretion.

2. In addition to the above, the County Commissioners may, in their discretion, refuse to grant or renew or may, in their discretion, revoke or suspend any tourist permit.

§ TR 2-202. Gaming permits. [Amended 4-25-1989 by Bill No. 89-3]

- (a) Legislative intent. The County Commissioners, in view of the passage of Chapter 463 of the Acts of 1988, codified as § 251B of Article 27 of the Annotated Code of Maryland, 1957 Edition, deem it necessary and appropriate to enact this section of the Code of Public Local Laws of Worcester County dealing with gaming for the purpose of establishing a system for the issuance of permits, grounds for the refusal of the issuance of gaming permits, the means for determining whether a group, organization or corporation is qualified to obtain a gaming permit, to place a limitation on the number of raffle permits to be issued and to generally deal with gaming permits in the county, all pursuant to Chapter 463 of the Acts of 1988. It is not the legislative intent to contravene or attempt to limit or expand Chapter 463 of the Acts of 1988, except as therein authorized, nor is it the legislative intent to qualify or change the definition of a raffle as set forth therein.
- (b) Limitation on raffle permits. No organization may receive more than twelve raffle permits in any calendar year.
- (c) Chapter 463 of the Acts of 1988 to be complied with. In all cases, the provisions of chapter 463 of the Acts of 1988, as time to time amended, shall be complied with in the issuance of raffle permits in the county.
- (d) System for issuance of gaming permits. The system for the issuance of raffle permits in the county shall be as follows:
 - (1) Application shall be under oath and will be made to the agency designated by the County Commissioners as the issuing agency for the raffle permits, upon forms provided by the County Commissioners. Each application shall contain, without limitation, information as to the name and type of organization of the application, the location of the applicant's principal place of business, lodge, fire house or other appropriate headquarters, the names and bona fide residences of the officers or leaders of the applicant, the number of members, stockholders or participants of applicant, the approximate date of the founding or chartering of the applicant, the number of meetings held by the applicant within the last three years, the name or names of the beneficiaries of the receipts of the raffle, whether or not the applicant or the beneficiary of the raffle has been granted tax-exempt status by any taxing authority and, if so, details as to such exemption, the nature of the event, giving details as to the working thereof, a list of prizes to be awarded as a result of the event, the time of the event, including sales and awarding of prizes, the proposed dates of the event, whether or not the event is a raffle and such other information as the County Commissioners may from time to time deem necessary and appropriate. All applications shall be accompanied by such fees as may be prescribed by law.

AN ACT Concerning

Taxation and Revenue - Hotel Rental Tax

For the purpose of amending the Taxation and Revenue Article to update the language with regard to rental units and with reference to State Law, to extend the term of occupancy for which room tax applies, and to make certain stylistic changes with regard to language.

Section 1. BE IT ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that existing Title I, Subtitle VI of the Taxation and Revenue Article of the Code of Public Local Laws of Worcester County, Maryland be repealed in its entirety and replaced to read as follows:

see p. 33

SUBTITLE VI

Hotel Rental Tax

§ TR 1-601. General provisions.

- (a) Imposition and rate. The Board of County Commissioners of Worcester County may impose a tax within every resort area within the County on the amount paid for room or building rental by or for any transient at any hotel or motel, at any house, townhouse, apartment, condominium unit, cottage, cabin, manufactured home, rooming house, recreational vehicle, recreational park model or other tourist home, or any other building or structure or portion thereof used as a place of lodging. This tax, if imposed, shall be at the rate of a per centum of the room or building rental as the Board may, by resolution after public notice and hearing, determine, but not to be imposed at a rate in excess of five percent. Any resolution establishing a rate in excess of three percent shall require the unanimous consent of all of the County Commissioners. The notice of public hearing shall be advertised at least twice in at least one newspaper of general circulation in the County, with the first such notice appearing not less than ten days prior to the date of such hearing and shall state the possible rates that may be set and the date, time and place of the hearing.
- (b) Definitions. In this section, the following words and phrases shall have the meaning indicated, unless the context clearly indicates a different meaning:

HOTEL, MOTEL, APARTMENT, COTTAGE OR SIMILAR PLACE - Any hotel or motel, any public or private house, townhouse, apartment, condominium unit, cottage, cabin, rooming house, manufactured home, recreational vehicle, recreational park model, or other tourist home or house, or any other building or structure or portion thereof, or other similar lodging place offering sleeping accommodations or space for one or more persons at any time, where the owner or operator thereof provides or offers to provide such sleeping accommodations or space to any transient in return for compensation of any kind.

PERSON - Any individual, corporation, company, association, firm, partnership or any group of individuals acting as a unit and includes any trustee, receiver, assignee or personal representative thereof.

RESORT AREA - Any portion or portions of the County, as specified by the Board of County Commissioners from time to time, which, by reason of natural, scenic or man-made attractions or development, has or have an unusual influx of visitors, sojourners and temporary residents and which, by reason of the influx, requires municipal services in unusual number or magnitude. The term specifically includes but is not necessarily limited to the Tenth Election District of the County, as it existed on January 1, 1971.

ROOM OR BUILDING RENTAL - The total charge for any monetary compensation or the fair market value of any non-monetary compensation received by the owner, operator or resident agent of any house, townhouse, apartment, condominium unit, cottage, cabin, manufactured home, rooming house, recreational vehicle, recreational park model, hotel or motel room, or any other building or structure or portion thereof as a place of sleeping accommodations or space provided to a transient. If the charge includes any amount for services or accommodations in addition to that of the use of sleeping space, the portion of the total charge which represents only "room or building rental" shall be distinctly set out and billed to the transient as a separate item.

TRANSIENT - Any person who, for any period of less than four consecutive months, obtains sleeping accommodations or space, either at his own expense or at the expense of another, in any house, townhouse, apartment, condominium unit, cottage, cabin, manufactured home, rooming house, recreational vehicle, recreational park model, hotel or motel room, or any other building or structure or portion thereof as sleeping accommodations.

- (c) Collection. Any person receiving any payment for room or building rental on which a tax is levied under this section shall collect the amount of tax imposed from the transient or person on whom it is levied or from the person paying for the room or building rental at the time payment is made. The taxes required to be collected hereunder shall be deemed held in trust by the person required to collect them until remitted as hereinafter required.
- (d) Reports and remittances. The person collecting the tax shall complete a report, upon forms and setting forth information the County Commissioners prescribe and require, showing the amount of room or building rental charges that have been collected and the tax required to be collected and he shall sign and deliver the report to the Board of County Commissioners with a remittance of the tax required hereunder. The reports and remittance shall be made on or before the 21st day of each month, covering the sales and the amount of tax collected during the preceding calendar month. If the reports and remittances are mailed to the Board of County Commissioners, a postmark on the 18th day of the month is deemed to be evidence of timely payment.
- (e) Failure to report and remit. If any person fails or refuses to remit to the Board of County Commissioners the tax required to be collected and paid under this section and/or file the required report within the time and in the amount specified in this section, there shall be

added to the tax by the Board of County Commissioners interest at the rate of one-half percent per month on the unpaid tax for each month or portion thereof from the date upon which the tax is due, as provided in this section. If the tax remains delinquent and unpaid for a period of one month from the date it is due and payable, there shall be added thereto by the Board of County Commissioners a penalty of ten percent of the unpaid tax. The Board of County Commissioners may proceed to collect delinquent and unpaid taxes by suit or distraint.

- (1) The County Commissioners may institute injunctive, mandamus or other appropriate proceedings of law to correct violations of this Subtitle. Any court of competent jurisdiction shall have the right to issue temporary or permanent restraining orders, injunctions or mandamus, or other appropriate forms of relief.
- (2) Delinquent and unpaid taxes shall become a lien upon the real property of the person or entity from whom they are due and shall be collectible in the same manner as real estate taxes assessed against any such property.

(f) Distribution of proceeds.

- (1) From the total proceeds collected from the tax by the Board of County Commissioners from time to time from any house, townhouse, apartment, condominium unit, cottage, cabin, manufactured home, rooming house, recreational vehicle, recreational park model, hotel or motel room, or any other building or structure or portion thereof used as sleeping accommodations:
 - A. The Board of County Commissioners shall deduct a reasonable sum or percentage for the cost of imposing and collecting the tax and credit this deduction to the general funds of the County.
 - B. That portion of the remainder of the total proceeds which came from payments made for any house, townhouse, apartment, condominium unit, cottage, cabin, manufactured home, rooming house, recreational vehicle, recreational park model, hotel or motel room, or any other building or structure or portion thereof used as sleeping accommodations located in whole or in part within the corporate limits of a municipal corporation in a resort area of the County shall be paid over, without qualification or condition, to the Mayor and City Council, by whatever name known, of the municipal corporation.
 - C. The remaining portion of the total proceeds shall be credited to the general funds of the County.
- (2) Distribution of these several payments shall be made periodically by the Board of County Commissioners, not less than fifteen days nor more than thirty days following the last day of each month during the year.

(g) State administrative fee. The Retail Sales Tax Division of the Comptroller's Office shall

supply to the Board of County Commissioners information in aid of verification of liability for the tax. The Retail Sales Tax Division may make a reasonable charge for this assistance, which shall be paid by the Board of County Commissioners and treated as a part of the reasonable costs of collecting the tax.

- (h) Amendments to laws and procedures. The Board of County Commissioners may promulgate and from time to time change or repeal rules and regulations not inconsistent with this section and deemed necessary to provide for an orderly, systematic and thorough collection and distribution of the tax imposed in this section. As applicable, the laws and the regulations in effect as to the sales and use tax in Maryland shall be adopted and followed by the Board of County Commissioners in promulgating or changing a rule or regulation.
- (i) Surety bond of Treasurer. The surety bond of the Treasurer of the County may be increased by the Board of County Commissioners in relation to the moneys collected and distributed under this section. The premium for any increase in the surety bond shall be deemed part of the cost of imposing and collecting the tax imposed in this section.
- (j) Processing fee retained by remitter. The person collecting the tax may apply and credit against the amount of tax payable by him an amount equal to one and five-tenths percent of the gross tax to be remitted by him to the Board of County Commissioners to cover his expense in the collection and remittance of the tax. However, nothing in this subsection applies to any person who fails or refuses to file his return with the Board of County Commissioners within the time prescribed within this section.
- (k) Bond.
 - (1) The Board of County Commissioners, in order to protect the revenues to be obtained under this section, may require any person collecting the tax to file with the Board a surety bond issued by a surety company authorized to do business in this state and approved by the State Insurance Commissioner as to solvency and responsibility, in such amount or amounts from time to time as the Board of County Commissioners may fix, to secure the payment of the tax due or which may become due from the person collecting the tax. If the Board determines that the person is to file such a bond, the Board shall give notice to the person to that effect, specifying the amount of bond required. The person collecting the tax shall file the bond within five days after receiving the notice unless, within that period, the person requests, in writing, a hearing before the Board, at which hearing the necessity, propriety and amount of the bond shall be determined by the Board of County Commissioners. This determination is final and shall be complied with within fifteen days after the person collecting the tax receives notice thereof.
 - (2) In lieu of the bond required by Subsection (k)(1) herein, securities approved by the Board of County Commissioners or cash in such amount as the Board prescribed may be deposited, which shall be kept in the custody of the Board. The Board, at any time, without notice to the depositor of the securities or cash, may apply them to any tax due, and for that purpose the securities may be sold by the Board at

public or private sale without notice to the depositor of the securities.

- (1) Applicability. The procedures under Division IV, Title 20, Subtitle 4, Part 1 of the Local Government Article of the Annotated Code of Maryland apply to this section.

Section 2. BE IT FURTHER ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that this Bill shall take January 1, 2020.

Current
CodeSUBTITLE VI
Hotel Rental Tax

Replace

§ TR 1-601. General provisions.

- (a) Imposition and rate. The Board of County Commissioners of Worcester County may impose a tax within every resort area within the county on the amount paid for room or building rental by or for any transient at any hotel, motel, apartment, cottage or other similar place providing sleeping accommodations. This tax, if imposed, shall be at the rate as a per centum of the room or building rental as the Board may, by resolution after public notice and hearing, determine, but not to be imposed at a rate in excess of five percent (5.0%). Any resolution establishing a rate in excess of three percent shall require the unanimous consent of all of the County Commissioners. The notice of public hearing shall be advertised at least twice in at least one newspaper of general circulation in the County, with the first such notice appearing not less than ten days prior to the date of such hearing and shall state the possible rates that may be set and the date, time and place of the hearing. *Bill 19-1, passed 5/21/19 Effective 7/5/19*
- (b) Definitions. In this section, the following words and phrases have the meanings indicated, unless the context clearly indicates a different meaning:

HOTEL, MOTEL, APARTMENT, COTTAGE OR OTHER SIMILAR PLACE — Any public or private hotel, inn, hostelry, tourist home or house, motel, rooming house, apartment house, cottage or other similar lodging place offering sleeping accommodations or space for one or more persons at any time, and the owner and operator thereof, which for compensation holds out to furnish or furnishes sleeping accommodations or space to any transient.

PERSON — Any individual, corporation, company, association, firm, copartnership or any group of individuals acting as a unit and includes any trustee, receiver, assignee or personal representative thereof.

RESORT AREA — Any portion or portions of the County, as specified by the Board of County Commissioners from time to time, which, by reason of natural, scenic or man-made attractions or development, has or have an unusual influx of visitors, sojourners and temporary residents and which, by reason of the influx, requires municipal services in unusual number or magnitude. The term specifically includes but is not necessarily limited to the tenth election district of the County, as it existed on January 1, 1971.

ROOM OR BUILDING RENTAL — The total charge made by any hotel, motel, apartment, cottage or other similar place for sleeping accommodations or space furnished the transient. If the charge includes any amount for services or accommodations in addition to that of the use of sleeping space, the portion of the total charge which represents only "room or building rental" shall be distinctly set out and billed to the transient as a separate item.

TRANSIENT — Any person who, for any period of not more than four consecutive months, obtains sleeping accommodations or space, either at his own expense or at the

expense of another, in any hotel, motel, apartment, cottage or other similar place for which there is a room or building rental.

- (c) Collection. Every person receiving any payment for room or building rental on which a tax is levied under this section shall collect the amount of tax imposed from the transient or person on whom it is levied or from the person paying for the room or building rental at the time payment is made. The taxes required to be collected hereunder shall be deemed held in trust by the person required to collect them until remitted as hereinafter required.
- (d) Reports and remittances. The person collecting the tax shall make out a report, upon forms and setting forth information the County Commissioners prescribe and require, showing the amount of room or building rental charges that have been collected and the tax required to be collected; and he shall sign and deliver the report to the Board of County Commissioners, with a remittance of the tax required hereunder. The reports and remittances shall be made on or before the 21st day of each month, covering the sales and the amount of tax collected during the preceding calendar month. If the reports and remittances are mailed to the Board of County Commissioners, a postmark on the 18th day of the month is deemed to be evidence of timely payment.
- (e) Failure to report and remit. If any person fails or refuses to remit to the Board of County Commissioners the tax required to be collected and paid under this section within the time and in the amount specified in this section, there shall be added to the tax by the Board of County Commissioners interest at the rate of one-half percent per month on the unpaid tax for each month or portion thereof from the date upon which the tax is due, as provided in this section; and if the tax remains delinquent and unpaid for a period of one month from the date it is due and payable, there shall be added thereto by the Board of County Commissioners a penalty of ten percent of the unpaid tax. The Board of County Commissioners may proceed to collect delinquent and unpaid taxes by suit or distraint.
- (f) Distribution of proceeds.
- (1) From the total proceeds collected from the tax by the Board of County Commissioners from time to time from the hotels, motels, apartments, cottages or other similar places:
- A. The Board shall deduct a reasonable sum or percentage for the cost of imposing and collecting the tax and credit this deduction to the general funds of the County.
- B. That portion of the remainder of the total proceeds which came from payments made by a hotel, motel, apartment, cottage or other similar place located in whole or in part within the corporate limits of a municipal corporation in a resort area in the County shall be paid over, without qualification or condition, to the Mayor and City Council, by whatever name known, of the municipal corporation.
- C. The remaining portion of the total proceeds shall be credited to the general funds of the County.

- (2) Distribution of these several payments shall be made periodically by the Board of County Commissioners, not less than fifteen days nor more than thirty days following the last day of each month during the year.
- (g) State administrative fee. The Retail Sales Tax Division of the Comptroller's office shall supply to the Board of County Commissioners information in aid of verification of liability for the tax. The Retail Sales Tax Division may make a reasonable charge for this assistance, which shall be paid by the Board of County Commissioners and treated as a part of the reasonable costs of collecting the tax.
- (h) Amendments to laws and procedures. The Board of County Commissioners may promulgate and from time to time change or repeal rules and regulations not inconsistent with this section and deemed necessary to provide for an orderly, systematic and thorough collection and distribution of the tax imposed in this section. If and as applicable, the laws and the regulations in effect as to the sales and use tax in Maryland shall be adopted and followed by the Board of County Commissioners in promulgating or changing a rule or regulation.
- (i) Surety bond of Treasurer. The surety bond of the Treasurer of the County may be increased by the Board of County Commissioners in relation to the moneys collected and distributed under this section. The premium for any increase in the surety bond shall be deemed part of the cost of imposing and collecting the tax imposed in this section.
- (j) Processing fee retained by remitter. The person collecting the tax may apply and credit against the amount of tax payable by him an amount equal to one and five-tenths percent of the gross tax to be remitted by him to the Board of County Commissioners, to cover his expense in the collection and remittance of the tax. However, nothing in this subsection applies to any person who fails or refuses to file his return with the Board of County Commissioners within the time prescribed within this section.
- (k) Bond.
- (1) The Board of County Commissioners, in order to protect the revenues to be obtained under this section, may require any person collecting the tax to file with the Board a surety bond issued by a surety company authorized to do business in this state and approved by the State Insurance Commissioner as to solvency and responsibility, in such amount or amounts from time to time as the Board of County Commissioners may fix, to secure the payment of the tax due or which may become due from the person collecting the tax. If the Board determines that the person is to file such a bond, the Board shall give notice to the person to that effect, specifying the amount of bond required. The person collecting the tax shall file the bond within five days after receiving the notice unless, within that period, the person requests, in writing, a hearing before the Board, at which hearing the necessity, propriety and amount of the bond shall be determined by the Board of County Commissioners. This determination is final and shall be complied with within fifteen days after the person collecting the tax receives notice thereof.
- (2) In lieu of the bond required by Subsection (k)(1), securities approved by the Board of County Commissioners or cash in such amount as the Board prescribes may be deposited, which shall be kept in the custody of the Board. The Board, at any time,

without notice to the depositor of the securities or cash, may apply them to any tax due, and for that purpose the securities may be sold by the Board at public or private sale without notice to the depositor of the securities.

- (l) Applicability. The procedures under Title 9, Subtitle 7, of Article 24 of the Annotated Code of Maryland apply to this section.

SUBTITLE VII

Recordation Tax

[Added 6-18-1991 by Bill No. 91-7]

§ TR 1-701. Imposition and rate of tax.

- (a) Tax imposed. A recordation tax, as authorized by and subject to Title 12 of the Tax-Property Article of the Annotated Code of Maryland, is imposed upon instruments of writing recorded with the Clerk of the Circuit Court of Worcester County.
- (b) Rate. Effective September 1, 1991, the recordation tax rate in Worcester County shall be two dollars and twenty cents for each five hundred dollars or fraction of five hundred dollars of the consideration payable or of the principal amount of the debt secured for an instrument of writing. Effective September 1, 1997, the recordation tax rate in Worcester County shall be three dollars and thirty cents for each five hundred dollars or fraction of five hundred dollars of the consideration payable or of the principal amount of the debt secured for an instrument of writing. The consideration includes the amount of any mortgage or deed of trust assumed by the grantee. [Amended 6-10-1997 by Bill No. 97-11]

SUBTITLE VIII

County Transfer Tax

[Added 6-18-1991 by Bill No. 91-8]

§ TR 1-801. Imposition, rate and collection of tax.

- (a) Tax imposed. A transfer tax, as authorized by and subject to Title 13 of the Tax-Property Article of the Annotated Code of Maryland, is imposed upon instruments of writing recorded with the Clerk of the Circuit Court for Worcester County or filed with the State Department of Assessments and Taxation. The transfer tax does not apply to the first fifty thousand dollars of the consideration payable for an instrument of writing for residentially improved owner-occupied real property, provided that the property is the principal residence of the grantee and will actually be occupied by the grantee as the grantee's principal residence for at least seven months of any twelve-month period, provided that the instrument of writing is accompanied by a statement under oath signed by the grantee that such is the case. [Amended 8-11-1992 by Bill No. 92-14]
- (b) Rate. The transfer tax rate shall be five-tenths percent of the consideration payable for the instrument of writing. The consideration includes the amount of any mortgage or deed of trust assumed by the grantee.

DRAFT

A BILL ENTITLED

AN ACT Concerning

Taxation and Revenue - Mobile and Manufactured Home Park Licenses

For the purpose of amending the Taxation and Revenue Article to repeal Title I, Subtitle V, Mobile and Manufactured Home Park Camp Licenses.

Section 1. BE IT ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that existing Title I, Subtitle V of the Taxation and Revenue Article of the Code of Public Local Laws of Worcester County, Maryland be repealed in its entirety.

See
p. 38

Section 2. BE IT FURTHER ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that this Bill shall take effect January 1, 2020.

Current
Code

Delete

SUBTITLE V

Mobile and Manufactured Home Park Licenses

[Amended 11-10-1987 by Bill No. 87-5; 3-20-2018 by Bill No. 18-1]

§ TR 1-501. License required.

No person shall establish, maintain or operate any mobile or manufactured home park in the County without first having obtained a mobile and manufactured home park license from the County Commissioners.

§ TR 1-502. Definitions.

For the purposes of this Subtitle, the following words and phrases shall have the meanings respectively ascribed to them by this section:

DEPARTMENT — The County department designated by the County Commissioners to administer and enforce this Title.

MANUFACTURED HOME — A factory built structure which is manufactured or constructed after June 15, 1976, under authority of 42 U.S.C. § 5403, Federal Manufactured Home Construction and Safety Standards Act of 1974, as from time to time amended, and designed to be used as a single-family residential dwelling with or without a permanent foundation and which is not constructed with a permanent hitch or other device allowing it to be moved other than for the purpose of moving to a permanent location and which does not have any wheels or axles permanently attached to its body or frame. The placing of a manufactured home on a permanent foundation or the construction of additions, porches and the like shall not change the classification of such manufactured home.

MANUFACTURED OR MOBILE HOME PARK — Any area or tract of land designed or used for the parking or other type of installation of manufactured or mobile homes on spaces or lots offered for lease, rent or use, with or without compensation, including all improvements, buildings, structures, recreation areas, or other facilities for the use of the residents of such development. A manufactured or mobile home park does not include sales lots on which unoccupied manufactured or mobile homes are parked for inspection or sale or to manufactured or mobile homes used as farm dwellings or accessory structures or for seasonal use on a farm as permitted by the terms of the Zoning and Subdivision Control Article.

MOBILE HOME — A detached residential or business unit manufactured prior to June 15, 1976, and not required to be constructed in accordance with the Federal Manufactured Home Construction and Safety Standards Act of 1974 and which contains not less than five hundred square feet of gross livable floor area in the original manufactured unit and was designed and intended for repeated or periodic transportation in one or more sections on the highway on a chassis which is permanent or designed to be permanent and arriving at the site where it is to be occupied complete and ready for occupancy except for minor and incidental unpacking

and assembly of sections, location on jacks or other foundations, connection to utilities and the like. The placing of a mobile home on a permanent foundation or the construction of additions, porches and the like shall not change the classification of such mobile home.

§ TR 1-503. Application for license.

- (a) Form. Applicants for a mobile or manufactured home park license shall make application on forms to be supplied by the Department.
- (b) Content. All applications must contain the following:
- (1) The proper name and permanent mailing address of each applicant.
 - A. If the applicant is the owner of the premises, each owner must apply, including each spouse if the property is owned by husband and wife; if the applicant is a tenant or lessee, each tenant or lessee must apply, including each spouse.
 - B. If the applicant is a firm or partnership, each member of such firm or partnership must apply, and the trade name and address, if any, of the firm or partnership must be listed.
 - C. If the applicant is a corporation, application must be made in the name of the corporation, signed by the president or vice president thereof, and the name and permanent mailing addresses of the principal officers must be listed.
 - (2) A statement of the number of lots or parcels upon which mobile or manufactured homes may be placed and which are held out for rental use.
- (c) Filing of application. All applications must be filed with the Department, together with a license fee as established by resolution of the County Commissioners and a plat, or drawing of the premises showing the outlines of the property, the streets, and roads, all improvements, if any, and each lot or parcel of land to be occupied by one individual mobile or manufactured home. The lots or parcels designated for use by a mobile or manufactured home shall be numbered. The plat or drawing required hereby shall be to scale and accurately show the location and number of lots and parcels set aside for rental use.
- (d) Renewal. Renewal applications shall be made in the same manner as hereinabove set forth for new applications, with the exception of the necessity of filing a plat or drawing of the premises, unless there have been changes during the previous year with respect to the number or location of lots or in the use of the property, in which case an amended plat or drawing shall be filed with the renewal application.

§ TR 1-504. License year; proration of fees; transfer.

- (a) Term. Mobile or manufactured home park licenses shall be issued annually by the County Commissioners for the period of one year from January 1 to December 31 in each and every year. Licenses may be issued for a shorter period of time, at the discretion of the Commissioners, for cause shown.

- (b) Prorating fees prohibited. No license fees will be prorated, either upon application or upon cancellation, whether voluntary or otherwise.
- (c) Licenses not transferable. No license issued hereunder shall be transferable, either to another person for the same premises or to other premises by the applicant to whom issued.

§ TR 1-505. License taxes and provisions for collection.

- (a) Applicability. Every person or entity licensed to operate a mobile or manufactured home park in the County under existing laws and/or regulations pertaining thereto shall collect from any person paying charges for the rental, leasing or use of any space, facilities or accommodations in or for the providing of any services by such mobile or manufactured home park a tax thereon, computed at a percentage of such charges to be established by resolution of the County Commissioners, provided that no tax shall be levied on individually metered natural or propane or other manufactured gas, electricity or fuel oil, and further provided that the providing of any services shall include, without limitation, the leasing of sites or lots for the placement of a mobile or manufactured home.
- (b) Determination of tax where licensee owns mobile or manufactured home. In those cases where the licensee itself maintains mobile or manufactured homes which themselves are owned, leased, controlled or operated by such licensee upon the premises of a licensed mobile or manufactured home park and leases or rents those mobile or manufactured homes to others, for the purpose of determining the tax created hereby, the gross charges for the rental, leasing or use of the spaces or lots or parcels occupied by such mobile or manufactured homes and the gross charges for providing any services therefor shall be deemed to be equivalent to the gross charges collected for other spaces, lots or parcels rented to other persons for the use of their mobile or manufactured home and the gross charges for providing any services thereof.
- (c) Reporting and accounting. The aforesaid tax shall be accumulated and paid quarterly to the County Commissioners. On or before the 21st day of April, July, October and January of each year, every licensed mobile or manufactured home park operator shall file with the Department a report showing the amount of tax due for each of the three months preceding the filing of such report and shall pay unto the County Commissioners the total tax for the three preceding months as shown thereon. Any person or entity required to collect or remit the tax imposed by this section shall be liable to the County Commissioners in the amount of any such tax or portion thereof required to be collected and remitted by it which it fails either to collect or remit.
- (d) Forms for returns. The quarterly report shall be prepared and filed with the Department on forms to be furnished by the Department.
- (e) Credit for expense in remittance. The owner shall be entitled to apply and credit against the amount of tax collected and payable by him an amount equal to two percent of the gross tax to be remitted by him to cover his expense in the collection and remittance of the tax, provided that nothing contained in this subsection shall apply to any licensee who shall fail or refuse to collect the tax provided hereby or who shall fail or refuse to file his return with the Department within the time prescribed by this section.

- (f) Failure to file reports. If any person or entity required to collect and remit the tax imposed by this section fails to file a statement and a remittance within the time provided herein or if the Department has reason to believe that any report which has been filed is in error or incomplete, the Department may proceed to determine the amount due to the County Commissioners and in connection therewith shall make such investigation and take such testimony and other evidence as may be necessary, provided that notice and opportunity to be heard is given by the County Commissioners to any person who may become liable for an amount determined by it. The Department may refuse to accept an incomplete return. The filing of an incomplete return shall not constitute filing under this section.
- (g) Responsibility of owner. The owner of the premises upon which any mobile or manufactured home park is operated or maintained shall be responsible for the filing of reports and remittance of taxes as provided in this section regardless of who may actually prepare and file the report. If adequate records cannot be found to determine the amount of taxes due the County, they shall be determined in the manner above provided.

§ TR 1-506. Enforcement; inspections; penalties.

- (a) Enforcement. The provisions of this Subtitle shall be enforced by the Department, who shall perform such duties as may be assigned to or required of it under this regulation and such other duties as may be assigned to it by the County Commissioners. In the performance of its duties, it shall have all authority, rights, privileges, powers, limitations and immunities reasonably necessary to enable it to carry out such duties and shall be considered to be law enforcement officers and peace officers of the County.
- (b) Right of entry; inspections. The Department shall have the right to enter upon any premises for which a mobile or manufactured home park license has been issued hereunder in order to inspect such premises and, in addition thereto, any books or records kept by the licensee pertaining to the gross monthly charges as defined herein.
- (c) Reports. If the reports required by this Subtitle are not filed, the Director of the Department may estimate the tax due based on any information the Director can obtain, including prior years' information. The Director shall make such investigation as may be necessary to estimate this tax; provided, however, that notice and opportunity to be heard shall be given to any person or corporate entity that may become liable for any amount determined by the County to be due.
- (d) Violations and penalties.
- (1) Any person or entity who 1) establishes, maintains or operates any mobile or manufactured home park in the County without having first obtained a mobile or manufactured home park license, 2) willfully fails to collect, remit or pay the taxes imposed by this Subtitle, 3) willfully fails to file any report required by this Subtitle or 4) willfully makes any false statement or misleading omission in any report filed as required by this Subtitle, shall be guilty of a civil infraction and shall be subject to a fine. The Department is authorized to issue said civil infractions.

- (2) Any person or entity who fails to file a timely return or pay the appropriate tax in a timely manner pursuant to the terms of this Subtitle shall be liable for penalty in the amount of twenty percent per annum, computed from the date due to the date of payment, based upon the gross tax due as determined by the terms of this Subtitle.
- (3) In addition to any other penalty for violation, any person or entity who violates any provision of this Subtitle may, at the discretion of the County Commissioners, have the mobile or manufactured home park license revoked without further action and may, at the discretion of the County Commissioners, be denied any further mobile or manufactured home park licenses.
- (4) The County Commissioners may proceed to collect delinquent and unpaid taxes by suit or distraint.
- (5) The County Commissioners may institute injunctive, mandamus or other appropriate proceedings of law to correct violations of this Subtitle. Any court of competent jurisdiction shall have the right to issue temporary or permanent restraining orders, injunctions or mandamus, or other appropriate forms of relief.
- (6) Delinquent and unpaid taxes shall become a lien upon the real property of the person or entity from whom they are due and shall be collectible in the same manner as real estate taxes assessed against any such property.



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COUNTY COMMISSIONERS

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CHIEF ADMINISTRATIVE OFFICER
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COUNTY ATTORNEY

Worcester County

GOVERNMENT CENTER
ONE WEST MARKET STREET • ROOM 1103

SNOW HILL, MARYLAND

21863-1195

January 23, 2019

TO: Edward A. Tudor, Director of Development Review and Permitting
Phil Thompson, Finance Officer
FROM: Harold L. Higgins, Chief Administrative Officer *HH*
SUBJECT: Countywide Rental License Program

Thank you for your thorough memo and recommendations regarding the proposed Countywide Room Tax/Rental License Program in Worcester County. As you are aware, as a result of their discussion regarding this matter at their meeting on January 22, 2019, the Worcester County Commissioners have directed you to develop the framework for County code revisions required to remove all of the inconsistencies between the various sections of the County Law as you suggested and to create a Rental License Program which would apply to both long-term and short-term rentals. The Commissioners understand that this work will require significant effort on your part and have therefore agreed to anticipate receiving your draft report in April 2019, which could then be followed by a text amendment or amendments thereafter.

Thank you for your attention to this matter. If you should have any questions or concerns, please feel free to contact me at this office.

KS/kah

cc: Maureen Howarth, County Attorney
Kelly Shannahan, Assistant Chief Administrative Officer
Kathy Whited, Budget Officer

The Commissioners met with Mr. Thompson and Mr. Tudor to discuss staff's findings regarding steps that could be taken to initiate a Countywide room tax and rental license program and to discuss the success of similar programs already in effect in Talbot County and Ocean City.

Mr. Tudor stated that Talbot County has a very specific code section dealing solely with short-term rentals (STRs), which utilizes software developed by Bear Cloud Software at a cost of \$1,250 per month for a total annual cost of \$15,000, to identify STRs and assist the County in licensing, enforcement, tax collection, and nuisance abatement for STRs, including online applications and payments, filing of complaints relative to noise, trash, and excess numbers of renters. Mr. Tudor stated that Talbot County began using the software in August, 2018, and rental license applications can only be filed during the months of July, August, January, and February, according to their law, so they have not had sufficient time to evaluate the efficacy of the software.

Mr. Thompson stated that the County collects room tax on behalf of the Town of Ocean City, which in spring 2018 mailed approximately 30,000 letters to remind property owners about the town's property rental license program and to encourage compliance. He advised that the letter campaign yielded approximately 500 new licenses and approximately \$70,000 in additional revenue.

Mr. Tudor stated that the County does not have a rental license requirement, but rather a requirement in the Taxation and Revenue Article known as a Tourism Permit, which is required for any structure rented or capable of being rented to four or more persons for less than six months. A separate section of the County Code requires the payment of a Hotel Rental Tax (Room Tax) on any structure rented or capable of being rented to one or more persons for not more than four consecutive months. Mr. Tudor explained that under the current County Code, the number of combinations of lengths of stay and number of persons can quickly become very confusing, and he cited specific instances in which renting to three people would violate the Zoning Ordinance if the homes were located in the A-1, A-2, E-1, V-1, R-1, R-2, and R-3 Zoning Districts. He noted that, due to the way the County's various codes are written today, it may be counterproductive to hire a software consultant or even send letters to all of the County property owners to increase enforcement or raise awareness of the Tourist Permit and Room Tax requirements until staff can remove all the inconsistencies in the various Codes. He stated that the first step would be to begin with a comprehensive amendment to the Zoning Ordinance to increase the allowable number of rooms or borders to perhaps as many as four or more persons. Then, the Tourist Permit should be repealed and replaced with a comprehensive rental license requirement, which simply put would require anyone renting a property, regardless of the term, to have a rental license. Mr. Tudor stated that the Room Tax provisions concerning the length of stay could remain as is or be revised to a different length of stay at the Commissioners' discretion. However, there needs to be very clear guidance pertaining to the licensing component, specifically whether the Commissioners wish to address nuisance issues and public safety as part of the rental license; basic safety inspections of rental properties for such things as smoke detectors and required means of egress; an established minimum square footage requirement for sleeping rooms (as Ocean City requires) to avoid overcrowding in these rental units; and increased parking beyond the current Zoning Ordinance standard of two parking spaces per single-family dwelling when the house is used for short-term rentals. He stated that perhaps greater awareness and compliance could be gained if that process could be coupled with an

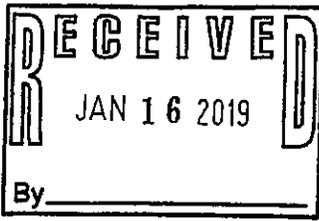
aggressive public outreach campaign, thus saving the County the cost of the software firm initially. He stated that additional staff will be necessary to implement any changes to the existing law, and the number and classification of the staff will be dependent upon the components of the licensing program.

Commissioner Mitrecic made a motion to direct staff to develop the framework for County Code revisions required to remove all of the inconsistencies between the various sections of the County Law and to create a rental license program that would apply to both long-term and short-term rentals.

Commissioner Bunting stated that any doubts he had initially about instituting this Countywide program were removed after he saw on the internet where one individual owns eight to nine houses in a single subdivision and rents those properties weekly throughout the summer months. Commissioner Bertino stated that homeowners should have the right to rent their properties, without government using it as a new means of reaching into their pockets. In response to a question by Commissioner Church, Mr. Tudor stated that the proposed program would require extensive revisions to the County Code, but with guidance from the Commissioners, staff could develop a framework for their consideration by spring 2019.

Commissioner Church stated that he has received calls from concerned constituents regarding rental properties limited to eight occupants that have housed upwards of 25 people, and a defined rental license program would help assure some much-needed accountability. Therefore he is very much in favor of the proposed program. Commissioner Nordstrom concurred, and he pointed out that private rentals, which currently pay no taxes or licensing fees, compete with area hotels that are paying taxes and licensing fees. In response to a question by Commissioner Elder, Mr. Tudor advised that the County could develop a room tax and rental licensing program that takes into account the different rates that could be assessed between short-term and long-term rentals.

Following some discussion and upon a vote on the motion by Commissioner Mitrecic, the Commissioners voted 5-1-1, with Commissioner Bertino voting in opposition and Commissioner Elder abstaining due to a conflict of interests, for staff to develop the framework for County Code revisions required to remove all of the inconsistencies between the various sections of the County Law and to create a rental license program that would apply to both long-term and short-term rentals for their consideration in April 2019.



DEPARTMENT OF
DEVELOPMENT REVIEW AND PERMITTING

Worcester County

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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 of Development Review and Permitting *EAT*
Phil Thompson, Finance Officer *PT*
DATE: January 15, 2019
RE: Countywide Room Tax/Rental License Program

Pursuant to your request, we have jointly worked to gather information and prepare this memorandum relative to the above referenced issues. Specifically, we reviewed the recent actions taken by both Talbot County and Ocean City. Both jurisdictions have had rental licensing programs on the books for a number of years. Talbot County has a very specific code section dealing solely with short term rentals (STRs). On the other hand, Ocean City has a more general approach to rentals. Recently, however, both jurisdictions took action to attempt to enhance revenue collection. Before discussing the specifics of our current law and programs, we will provide a brief discussion of both Talbot County and Ocean City's recent actions.

In June 2018 Talbot County entered into a contract with Bear Cloud Software to develop a software program to assist the County with identifications of STRs. In addition to identifying the properties the software has a number of other features that assist the County in licensing, enforcement, tax collection and nuisance abatement for STRs, including online applications and payments, filing of complaints relative to noise, trash and excessive numbers of renters, etc. It also supports a very robust amount of data collection, information and reports on the rental properties themselves. Talbot County is paying \$1,250 per month for a period of one year for the service, according to the contract. Since the contract for the software was signed at the end of last August and rental license applications can only be filed during the months of July, August, January and February according to their county law, I would not expect that they have had sufficient time to evaluate the efficacy of the software as of yet.

While Ocean City apparently discussed a software solution similar to Talbot County, it is our understanding that to date they have taken a different path. Like Talbot County, Ocean City has had a rental licensing and enforcement program for quite some time. According to conversations with Town staff, in the spring of 2018 they sent out approximately 30,000 letters to remind property owners that the Town had a property rental license program and to encourage compliance. Included with the letters was information regarding the County room tax remittance and contact information for the Maryland State Comptroller's Office with regard to sales and use tax collection and remittance. The letter campaign yielded approximately 500 new licenses and approximately \$70,000 in additional revenue. Although the Town received proposals from firms for software similar to that utilized by Talbot County, with some at considerably greater expense, no further action has been taken at this time.

With regard to our licensing, taxation and zoning regulations on rental properties, I have prepared the attached chart to provide a better picture of the complexities of our system. First, we do not have a rental license per se but rather a requirement in the Taxation and Revenue Article for what is known as a Tourist Permit. These permits are required for any structure rented or capable of being rented to four or more persons for less than six months. Secondly, the Taxation and Revenue Article requires the payment of a Hotel Rental Tax on any structure rented or capable of being rented to one or more persons for not more than four consecutive months. Quite obviously, neither the length of stay or number of renters is consistent between the two provisions. The number of combinations of lengths of stay and number of persons can quickly become very confusing. Take the example of someone renting a room in their home. If they rent to three people for four months and a day, they do not need a Tourist Permit nor are they required to pay Room Tax. Reduce the stay to four months for the same number of people and now they are required to pay Room Tax but still do not need a Tourist Permit. If the homeowner rents to one more person, for a total of four persons, for six months, they do not need a Tourist Permit nor are they required to pay the Room Tax. Reduce the stay by one day and now a Tourist Permit is necessary but the homeowner is still not subject to the Room Tax. On top of all these combinations we have the limitations in the Zoning Ordinance. Take the first example of someone renting a room in their home to three people for four months and a day. As stated before, they do not need a Tourist Permit and are not required to pay Room Tax. However, if they are renting to three people they are in violation of the Zoning Ordinance if the home is in the A-1, A-2, E-1, V-1, R-1, R-2 and R-3 Zoning Districts. If the home is in the R-4 Zoning District they could rent to the three persons as an accessory use. If in the V-1 District they could do so as a Special Exception as a boarding or lodging house but would still not need a Tourist Permit or pay Room Tax. Now if the space had its own cooking facilities and therefore was classified as an accessory apartment, it could be rented to the three persons in all of the aforementioned Zoning Districts. They would not need a Tourist Permit at all and would only need to pay Room Tax if they rented the apartment for four months or less. Add one more person in the accessory apartment, cut the term to four months and now they need a Tourist Permit and have to pay Room Tax but are not in violation of the Zoning Ordinance. We think you can see just how quickly the combinations can get out of hand and how confusing it is.

With the way our various codes are written today, we think it may actually be counterproductive to hire a software consultant or even send letters to all of the County property owners. Our gut instincts tell us that most likely the STRs advertised for rent on various platforms would accommodate at least four persons but would also most likely be located in Zoning Districts other than the R-4 District which would then prohibit the rental entirely unless they are located in an accessory apartment. If we then enforced the terms of the Zoning Ordinance we would most likely significantly reduce the number of units/rooms that could be rented and thus those for which a Tourist Permit could be issued and hence Room Tax collected from property owners. Certainly some property owners may then begin to advertise that they only accommodate two persons or less but of course then they would not be subject to getting a Tourist Permit, making it more difficult to track and collect Room Tax.

Given all of the information above, we believe that before embarking on a program to increase enforcement or to simply raise awareness of the Tourist Permit and Room Tax requirements we should clean up our various codes to remove all of the inconsistencies between the various sections of the law. This would begin with a comprehensive amendment to the Zoning Ordinance to increase the allowable number of roomers or boarders to perhaps as many as four or more persons. Secondly, we believe that the existing Tourist Permit requirement should be repealed and replaced with a comprehensive rental license requirement. Simply put, if you are renting your property, regardless of the term, you need a rental license. The fee could be adjusted for the particular type of license, i.e., short or long term, but there would be a license requirement regardless. The Room Tax provisions concerning the length of stay could remain as it or be revised to a different length of stay at the County Commissioners' discretion. Lastly, while not necessarily a component of the revenue issue, should the County Commissioners see fit to make revisions as outlined above, we believe there needs to be very clear guidance pertaining to the licensing component. Specifically, do the County Commissioners wish to address nuisance issues and public safety as part of the rental license? Should we have basic safety inspections of rental properties for such things as smoke detectors and required means of egress? Should we establish minimum amounts of square footage for sleeping rooms as does Ocean City to avoid overcrowding in rental units? Should there be increased parking requirements beyond our current Zoning Ordinance standard of two parking spaces per single family dwelling when the house is used for short term rentals? Obviously, these changes to the law would require public hearing which may inform a small segment of the property owners but perhaps greater awareness and compliance could be gained if that process could be coupled with an aggressive public outreach campaign. This could save the County the cost of a software firm, at least until we see how things are functioning. In any event, we believe additional staff will be necessary to implement any changes to our existing laws. The number and classification of those staff will be dependent upon the components of the licensing program.

As always, we will both be available to discuss the matter in greater depth with you and the County Commissioners at your convenience.

APPROVED

Worcester County Commissioners

Date 11/1/19

Approve concept of
rental license 48

SUBTITLE VI
Hotel Rental Tax

Strike and Replace
Version

Add to
22

§ TR 1-601. General provisions.

(a) Imposition and rate. The Board of County Commissioners of Worcester County may impose a tax within every resort area within the County on the amount paid for room or building rental by or for any transient at any ~~hotel, motel, apartment, cottage or other similar place providing sleeping accommodations:~~ or motel, at any house, townhouse, apartment, condominium unit, cottage, cabin, manufactured home, rooming house, recreational vehicle, recreational park model or other tourist home, or any other building or structure or portion thereof used as a place of lodging. This tax, if imposed, shall be at the rate as a per centum of the room or building rental as the Board may, by resolution after public notice and hearing, determine, but not to be imposed at a rate in excess of five percent (5.0%). Any resolution establishing a rate in excess of three percent shall require the unanimous consent of all of the County Commissioners. The notice of public hearing shall be advertised at least twice in at least one newspaper of general circulation in the County, with the first such notice appearing not less than ten days prior to the date of such hearing and shall state the possible rates that may be set and the date, time and place of the hearing.

(b) Definitions. In this section, the following words and phrases shall have the meanings indicated, unless the context clearly indicates a different meaning:

HOTEL, MOTEL, APARTMENT, COTTAGE ~~or OTHER OR SIMILAR PLACE~~ --- Any hotel or motel, any public or private ~~hotel, inn, hostelry,~~ house, townhouse, apartment, condominium unit, cottage, cabin, rooming house, manufactured home, recreational vehicle, recreational park model, or other tourist home or house, ~~motel, rooming house, apartment house~~ or any other building or structure or portion thereof, ~~cottage~~ or other similar lodging place offering sleeping accommodations or space for one or more persons at any time, ~~and where the owner and/or operator thereof, which for compensation holds out provides or offers to furnish or furnishes~~ provide such sleeping accommodations or space to any transient in return for compensation of any kind.

PERSON --- Any individual, corporation, company, association, firm, ~~copartnership~~ partnership or any group of individuals acting as a unit and includes any trustee, receiver, assignee or personal representative thereof.

RESORT AREA --- Any portion or portions of the County, as specified by the Board of County Commissioners from time to time, which, by reason of natural, scenic or man-made attractions or development, has or have an unusual influx of visitors, sojourners and temporary residents and which, by reason of the influx, requires municipal services in unusual number or magnitude. The term specifically includes but is not necessarily limited to the Tenth Election District of the County, as it existed on January 1, 1971.

ROOM OR BUILDING RENTAL --- The total charge ~~made by any hotel, motel, apartment, cottage or other similar place for~~ for any monetary compensation or the fair market value of any non-monetary compensation received by the owner, operator or resident agent of any house,

townhouse, apartment, condominium unit, cottage, cabin, manufactured home, rooming house, recreational vehicle, recreational park model, hotel or motel room, or any other building or structure or portion thereof as a place of sleeping accommodations or space furnished provided ~~theo~~ a transient. If the charge includes any amount for services or accommodations in addition to that of the use of sleeping space, the portion of the total charge which represents only "room or building rental" shall be distinctly set out and billed to the transient as a separate item.

TRANSIENT --- Any person who, for any period of ~~not more~~ less than four consecutive months, obtains sleeping accommodations or space, either at his own expense or at the expense of another, in any ~~hotel~~ house, motel, apartment, cottage or other similar place for which there is a room or building rental townhouse, apartment, condominium unit, cottage, cabin, manufactured home, rooming house, recreational vehicle, recreational park model, hotel or motel room, or any other building or structure or portion thereof as sleeping accommodations.

- (c) Collection. Every person receiving any payment for room or building rental on which a tax is levied under this section shall collect the amount of tax imposed from the transient or person on whom it is levied or from the person paying for the room or building rental at the time payment is made. The taxes required to be collected hereunder shall be deemed held in trust by the person required to collect them until remitted as hereinafter required.
- (d) Reports and remittances. The person collecting the tax shall ~~make out~~ complete a report, upon forms and setting forth information the County Commissioners prescribe and require, showing the amount of room or building rental charges that have been collected and the tax required to be collected; and he shall sign and deliver the report to the Board of County Commissioners; with a remittance of the tax required hereunder. The reports and remittances shall be made on or before the ~~21st~~ 21st day of each month, covering the sales and the amount of tax collected during the preceding calendar month. If the reports and remittances are mailed to the Board of County Commissioners, a postmark on the ~~18th~~ 18th day of the month is deemed to be evidence of timely payment.
- (e) Failure to report and remit. If any person fails or refuses to remit to the Board of County Commissioners the tax required to be collected and paid under this section ~~and/or file the~~ required report within the time and in the amount specified in this section, there shall be added to the tax by the Board of County Commissioners interest at the rate of one--half percent per month on the unpaid tax for each month or portion thereof from the date upon which the tax is due, as provided in this section; ~~and i.~~ If the tax remains delinquent and unpaid for a period of one month from the date it is due and payable, there shall be added thereto by the Board of County Commissioners a penalty of ten percent of the unpaid tax. The Board of County Commissioners may proceed to collect delinquent and unpaid taxes by suit or distraint.

(1) The County Commissioners may institute injunctive, mandamus or other appropriate proceedings of law to correct violations of this Subtitle. Any court of competent jurisdiction shall have the right to issue temporary or permanent restraining orders, injunctions or mandamus, or other appropriate forms of relief.

(2) Delinquent and unpaid taxes shall become a lien upon the real property of the person or entity from whom they are due and shall be collectible in the same manner as real estate taxes assessed against any such property.

- (f) Distribution of proceeds.

- (1) From the total proceeds collected from the tax by the Board of County Commissioners from time to time from ~~the hotels, motels, apartments, cottages or other similar places:~~ any house, townhouse, apartment, condominium unit, cottage, cabin, manufactured home, rooming house, recreational vehicle, recreational park model, hotel or motel room, or any other building or structure or portion thereof used as sleeping accommodations:
- A. The Board of County Commissioners shall deduct a reasonable sum or percentage for the cost of imposing and collecting the tax and credit this deduction to the general funds of the County.
- B. That portion of the remainder of the total proceeds which came from payments made by for a ~~hotel~~ house, motel, apartment, cottage or other similar place townhouse, apartment, condominium unit, cottage, cabin, manufactured home, rooming house, recreational vehicle, recreational park model, hotel or motel room, or any other building or structure or portion thereof used as sleeping accommodations located in whole or in part within the corporate limits of a municipal corporation in a resort area ~~in~~ within the County shall be paid over, without qualification or condition, to the Mayor and City Council, by whatever name known, of the municipal corporation.
- C. The remaining portion of the total proceeds shall be credited to the general funds of the County.
- (2) Distribution of these several payments shall be made periodically by the Board of County Commissioners, not less than fifteen days nor more than thirty days following the last day of each month during the year.
- (g) State administrative fee. The Retail Sales Tax Division of the Comptroller's Office shall supply to the Board of County Commissioners information in aid of verification of liability for the tax. The Retail Sales Tax Division may make a reasonable charge for this assistance, which shall be paid by the Board of County Commissioners and treated as a part of the reasonable costs of collecting the tax.
- (h) Amendments to laws and procedures. The Board of County Commissioners may promulgate and from time to time change or repeal rules and regulations not inconsistent with this section and deemed necessary to provide for an orderly, systematic and thorough collection and distribution of the tax imposed in this section. If and as applicable, the laws and the regulations in effect as to the sales and use tax in Maryland shall be adopted and followed by the Board of County Commissioners in promulgating or changing a rule or regulation.
- (i) Surety bond of Treasurer. The surety bond of the Treasurer of the County may be increased by the Board of County Commissioners in relation to the moneys collected and distributed under this section. The premium for any increase in the surety bond shall be deemed part of the cost of imposing and collecting the tax imposed in this section.
- (j) Processing fee retained by remitter. The person collecting the tax may apply and credit against the amount of tax payable by him an amount equal to one and five-tenths percent of the gross tax to be remitted by him to the Board of County Commissioners; to cover his expense in the collection and remittance of the tax. However, nothing in this subsection applies to any person

who fails or refuses to file his return with the Board of County Commissioners within the time prescribed within this section.

(k) Bond.

- (1) The Board of County Commissioners, in order to protect the revenues to be obtained under this section, may require any person collecting the tax to file with the Board a surety bond issued by a surety company authorized to do business in this state and approved by the State Insurance Commissioner as to solvency and responsibility, in such amount or amounts from time to time as the Board of County Commissioners may fix, to secure the payment of the tax due or which may become due from the person collecting the tax. If the Board determines that the person is to file such a bond, the Board shall give notice to the person to that effect, specifying the amount of bond required. The person collecting the tax shall file the bond within five days after receiving the notice unless, within that period, the person requests, in writing, a hearing before the Board, at which hearing the necessity, propriety and amount of the bond shall be determined by the Board of County Commissioners. This determination is final and shall be complied with within fifteen days after the person collecting the tax receives notice thereof.
- (2) In lieu of the bond required by Subsection (k)(1) herein, securities approved by the Board of County Commissioners or cash in such amount as the Board prescribes may be deposited, which shall be kept in the custody of the Board. The Board, at any time, without notice to the depositor of the securities or cash, may apply them to any tax due, and for that purpose the securities may be sold by the Board at public or private sale without notice to the depositor of the securities.

- (l) Applicability. The procedures under Title 920, Subtitle 74 (Hotel Rental Taxes), of the Local Government Article ~~24~~ of the Annotated Code of Maryland, as from time to time amended, shall apply to this section.



The Board of Education of Worcester County

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June 3, 2019

Mr. Harold Higgins
Chief Administrative Officer
Worcester County Government Center
One W. Market Street, Room 1103
Snow Hill, Maryland 21863

Dear Mr. Higgins:

I am writing to confirm my invitation to you and the Worcester County Commissioners to visit the construction site for the Showell Elementary Replacement School on Tuesday, June 18, 2019 at 3:00 p.m.

I have extended the same invitation to the Worcester County Board of Education members.

We are very excited and eager to share our progress on the new Showell Elementary with the County Commissioners and Board of Education members.

For those individuals who are able to attend, please turn in to the construction entrance at the end of Showell School Road near the Oak Contracting construction trailer. Our construction team will direct you to available parking areas near the new building.

I look forward to seeing you and the County Commissioners on June 18th.

Sincerely,

Louis H. Taylor
Superintendent of Schools

LT:jjp

